

SAGARDIGHI THERMAL POWER PROJECT OFFICE OF THE GENERAL MANAGER CONTRACT CELL

Tender Ref. No.: SgTPP/CC/Tend/23-24/11/E619451

N.I.T. NO.: WBPDCL/SGTPP/NIT/E2301/23-24 dated: 13-05-2023

Name of the work: ARC for 415V Motor Maintenance under AHP department at SgTPP, for One (01) year.

Dear Sir,

E-tenders are invited in three steps bid system [**Step-I** i.e. Earnest money deposit, **Step-II** i.e. Qualification bid & Technocommercial bid and **Step-III** i.e. Price bid] for the above mentioned job. Quotations for Step-I to Step-III shall be submitted through the web site https://www.wbtenders.gov.in. Following Annexure are enclosed herewith as tender documents:

Following tender documents are enclosed:-

1	SCOPE OF WORK			ANNEXURE-I
2	Mandatory Safety Clauses			ANNEXURE-II
3	Ger	neral Terms and Conditions	:	ANNEXURE-III
4	Special Terms and Conditions			ANNEXURE-IV
F	i)Proforma for Bank Guarantee for EMD		:	ATTACHMENT-1
5	Attachment	ii)Proforma for Bank Guarantee for Performance Guarantee		ATTACHMENT-2
6	BID MATRIX			ANNEXURE-11
7	DECLARATION BY BIDDER			ANNEXURE-11 A
8	СНЕ	CK LIST (TO BE UPLOADED)		ANNEXURE-V

Yours faithfully,

Sd/-

(Alok Kumar Maity) General Manager, SgTPP/WBPDCL



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E-tenders in prescribed format are invited for the following job at Sagardighi Thermal Power Project from interested parties in three steps bid system of E-tendering process:

Name of the work	Estimated Amount	Earnest Money Deposit	Time Period
ARC for 415V Motor Maintenance under AHP department at SgTPP, for One (01) year.	Rs. 14,05,465/-	Rs. 28,110/- (Bank Guarantee or online mode)	One (01) year.

1. General Guidance for e-tendering:

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

2. Registration of Bidders:

Bidders who are 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. n Code Solutions, Safes crypt, 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 II/III Digital Signature Certificate (DSC) from the approved CA, they are required to register the Digital Signature Certificates through there registration system available in the website.

3. Steps of the tender:

Step - I: Earnest Money Deposit (EMD): Cover - I

- a. The Earnest Money (EMD) should be deposited in online mode (NEFT/RTGS) or in the form of Bank Guarantee (BG). No other mode will be accepted for EMD. In case of online EMD payment, online mode is to be selected in the tender portal and then, against online Bank, both ICICI Bank and ICICI NEFT/RTGS modes are to be selected. EMD submission through online portal may take some time to materialize, until then no tender document can be uploaded to the portal. Hence, it is advised to the bidders to submit EMD well in advance of the last date of submission.
- b. Where Bank Guarantee is to be submitted as EMD, Exempted mode of the portal has to be selected and scan copy of bank Guarantee has to be uploaded. Original copy of the bank Guarantee is to be submitted by the bidder in a sealed envelope superscripting Earnest Money, NIT No., Name of the work, Last Date of Submission and Contact number of bidder to the address: The Sr. Manager (Contract Cell), 2nd Floor, Administrative Building, Sagardighi Thermal Power Project, P.O: Manigram, Dist: Murshidabad, Pin: 742237 by hand or through post 48 hour prior to opening of the bid [except Sunday or Holiday], failing which the bid may be rejected. Bank Guarantee must be valid for six (06) months from the last date of bid submission/uploading having claim period of another three (03) months on any Scheduled Bank incorporated in India. Bank Guarantee issued by Foreign Branches / Foreign Offices of such scheduled Banks should be counter guaranteed by the Indian Branch of that scheduled bank incorporated in India OR any branch of an International Bank situated in India or registered with Reserve Bank of India as a scheduled foreign bank OR 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 any circumstances Bank Guarantee from Regional Rural Banks or State Co-operative Banks or Urban Co-operative Banks would not be accepted.

- **c.** After uploading of "**Award of contract**" (**AOC**) in the portal, EMD amount (deposited online) of the successful bidder will be automatically transferred from the pooling account to the respective ICICI account of SGTPP and for the unsuccessful bidders, EMD amount(deposited online) shall automatically be returned to the respective debited accounts of the participating bidders.
- **d.** BG submitted by the unsuccessful bidders, if any, shall be returned against specific written applications received from the respective unsuccessful bidders after placement of contract on the successful bidder.
- e. In case of tender cancellation or bid rejection, same process will be followed as mentioned in c. and d.
- **f.** EMD of the successful bidder will be returned after Successful completion of the job or after warranty /guarantee / defect liability period (as applicable) duly certified by the controlling officer.
- **g.** WBPDCL reserves the right of forfeiture of Earnest Money deposit in case the bidder, after opening of tender, withdraws/amends/impairs/derogates/revokes his tender within the validity period or extension thereof.
- **h.** No interest will be payable by WBPDCL on the above Earnest Money.
- i. Govt. organizations are exempted from submission of Earnest Money deposit against submission of acceptable (As per discretion of WBPDCL) documents.

Note:: NSIC/MSME/SSI registered units are not exempted from deposition of EMD.

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Step-II: Qualification bid & Techno-Commercial Bid: Cover - II

A. SUBMISSION OF MANDATORY DOCUMENTS AS PER FOLLOWING CRITERIA

- 1. (i) Valid PAN, (ii)IT returns of consecutive three(03) Assessments years (AY 2019-20,AY 2020-21 & AY 2021-22), (iii)GST Registration Certificate.
- **2.** (i) The Bidder must have credential of **415 volt Motor Overhauling, rewinding** and related **maintenance** jobs directly under government / Quasi government / any renowned private sector for a period within last 07 years ending as on last day of the previous month from the date of publication of the NIT in the following manners:-
- In single order Executing value of work not less than Rs. 11,24,372/- (excluding tax) per order.
- In two orders Executing value of work not less than Rs. 7,02,733/- (excluding tax) per order.
- In three orders Executing value of work not less than Rs. 5,62,186/- (excluding tax) per order.
 - **NB**: (a) Extension/repeat order **without discontinuation of work** only will be treated as one order.
- (b) The bidder must upload order copy including schedule of work or work Completion Certificate including schedule of work in support of any one of the above.
 - (c)The bidder must have proper infrastructure of LT Motor metallizing, machining, rotor trueness checking, dynamic balancing etc.
 - (ii) Financial documents to satisfy the criteria that the average annual turnover for 03 consecutive years within last 04 FY is not less than **Rs. 4,21,640/-** and **net worth** should be **positive** in each year.
- **3. TECHNO-COMMERCIAL BID:** Signed and sealed copy of entire tender document along with filled up Annexure-11, 11A and V must be submitted. The bidder also has to submit a **blank copy** of the price bid (BOQ) format with price column tick ($\sqrt{}$) marked against each item, indicating that price has been quoted against respective item in the un-priced bid. No deviation is allowed.

Note: Tenders submitted without the above techno-commercial requirements shall be liable for rejection.

B. Other important Documents to be uploaded

Provident Fund Registration Certificate. Audited balance Sheet and Profit & Loss Account for consecutive three (03) financial years (i.e. for **FY 2018-19, FY 2019-20 & FY 2020-21**) (with auditor signature in each page with membership no.) and ESI registration certificate.

Step-III :Price Bid(BOQ) :Cover - III

(To be uploaded in "Finance Cover")

The financial proposal should contain the following document in one cover (Finance cover).

The bidder is to quote the individual rates in the space 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). Bidder must quote for ALL items mentioned in BOQ. BOQ sheet with all cells filed-up must be submitted in Financial Cover. The bidder must also mention the SAC code in the BOQ. Non-submission of these sheets under Financial cover and partial quoting will lead to rejection of the bid. Statutory Taxes as per Govt. rule will be paid extra.

Advice to the Bidders:

Bid documents can be downloaded from the web site: https://wbtenders.gov.in directly with the help of the e-Token provided. All bid documents are to be submitted/ uploaded online through the said Website within the stipulated date and time as given below. This is the only mode of collection of tender documents. The envelope containing original BG if submitted as earnest money should be deposited in physical form by the bidders within due period as mentioned earlier. The dates of download, pre bid and opening of tender shall be as per the following schedule:

Start Date of download of tender paper	From 12/06/2023 at 10:00 hrs.
Pre-bid discussion	On 19/06/2023 at 15: 30 hrs.
Last date of Submission / Upload of quotation	On 06/07/2023 up to 10:00 hrs.
Last date of Submission of hard copy of Bank Guarantee at SgTPP (if deposited as EMD)	On 06/07/2023 up to 10:00 hrs.
Date of opening bid	On or after 08/07/2023 , 10:30 hrs.

In case due to unforeseen reasons the date of submission & opening becomes a holiday or in case of any unavoidable circumstances whatsoever, in that event the same will be opened in the next working day at the same time & venue. The Corporation reserves the right to accept / cancel any or all tenders without assigning any reason whatsoever. The WBPDCL does not bind itself to accept the lowest tender and qualification of bidder will be adjudged as per sole discretion of WBPDCL authority. The validity of tender will remain effective for **4(four)** months from the date of opening of Price-Bid of tender. **For Further details Please Visit:** https://wbtenders.gov.in.

Sd/-(Alok Kumar Maity) General Manager, SgTPP/WBPDCL

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Bid Documents & Instruction to the Bidders

The bid documents consist of the following three parts: (1) Step-I: Deposition of requisite amount Earnest Money.

(2) Step-II: Qualification bid & Techno-Commercial Bid (3) Step-III: Price Bid.

Qualification bid &Techno-Commercial bid must include:

- Signed and sealed copy of entire tender document along with filled up Annexure-V, 11 and 11A must be submitted.
- The bidder also has to submit a **blank copy** of the price bid (BOQ) format with price column tick ($\sqrt{}$) marked against each item, indicating that price has been quoted against respective item in the un-priced bid. No deviation is allowed.
- Documents required for qualification also need to be uploaded.

Note: Tenders submitted without the above techno-commercial requirements shall be liable for rejection.

Price Bid must include:-

- Original price bid (BOQ) duly filled in shall be uploaded. The bidder must also mention the SAC code in the BOQ. Any breakup (if required) must be submitted separately. In case of any illegibility of the offer submitted by bidder the interpretation by SgTPP, WBPDCL shall be final and binding on the bidder.
- Insertion, postscript, addition and alteration shall not be accepted after submission/uploading of the bid.
- The bidders who are found qualified in their particular techno-commercial bid will be invited for opening of the price bid. Tenders not qualified in the techno-commercial bid will be rejected. The criteria for technical evaluation are mentioned in respective scope of work.

NB: The quoted price shall be exclusive of GST and inclusive of all other taxes, duties, other government levies etc. as applicable.

Instruction to the Bidders

- a) Our Banker is State Bank of India, Sagardighi Branch (**IFSC- SBIN0011377**), PO#Manigram, Dist-Murshidabad, WB-742237.
- b) Bidders are advised to submit the tender based strictly on the terms and conditions and specifications contained in the tender documents and not stipulate any deviations in normal case.
- c) Before submission of bid, the bidders are requested to make themselves fully conversant with the terms and conditions of contract (annexed herewith), Technical Specifications, site conditions, safety and health aspects etc. so that no ambiguity arises in these respects subsequent to submission of the bids.
- d) Before quoting the rates the bidder should go through the specifications, scope of work etc. and get themselves fully conversant with them. The bid should include cost of mobilization and cost to adhere to all safety norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of bid on account of mobilization or safety costs.
- e) The bidders shall quote rates inclusive of the complete cost towards consumables, tools and tackles, equipment's, labour, levies, if any, all safety PPE's as per SgTPP, WBPDCL norms to all workmen, rectifications, maintenance till handing over, supervision, overheads, profits and all incidental charges not specifically mentioned but reasonably implied and necessary to complete the work according to contract.
- f) No deviation is allowed in respect of the terms & conditions detailed in the tender paper. Any tender having such deviation will be liable for rejection at any stage of evaluation.
- g) Any offer at any stage of evaluation will be rejected and the earnest money deposit will be forfeited at the sole discretion of WBPDCL in case of submission of any false documents in support of credential of the bidder or bidder is found guilty of non-compliance of statutory provisions or reported negative marking in any contract given by WBPDCL or any other reputed organization.
 - On placement of order, if the contractor refuses to take up the job or withdraw his service in midway of the contractual period for any reason whatsoever, then the Earnest Money and / or total Security Deposit may liable to be forfeited as per discretion of the WBPDCL Authority and other penal action may be taken as deemed fit.
- h) Any offer (EMD) received after the last date & time stipulated in this notice will not be considered.
- i) Downloading of tender paper will not ascertain the qualification of the bidder.
- j) For any type of clarification required regarding the job, please contact with the **Controlling Officer** of concerned department at SgTPP before submitting your offer.
- k) It may please be understood that tenders once submitted shall become the property of WBPDCL and WBPDCL shall have no obligation to return the same to the bidders under any circumstances.
- l) Minutes of the meeting (if any) of the Pre-Bid discussion to be held jointly along with the tenderers and the WBPDCL shall be taken as part to form the Tender Documents.
- m) The tender submitted shall be valid for a period of **four months** from the date of opening of Price Bid.
- n)Conditional tenders are liable to be rejected summarily.
- o) The contractor shall include in his tender prices all taxes applicable to his operation of contract. The contractor shall have to construct, if required, access road or any other temporary structure for execution of the work at their own cost.



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- p)In the event of the tender being submitted by a firm, it must be signed by each member thereof or in the event of absence of any partner, it must be signed by a person holding a **power of attorney** authorizing him to do so. **Such power of attorney should be produced with the tender**.
- q)Offer as a whole should be prepared with due consideration of the aforesaid matters.
- r) Addendum/Corrigendum, if published Bidders are to keep track of all the Addendum/Corrigendum issued with a particular NIT and upload the downloaded copies of the above documents and merge the Addenda/ Corrigenda with respective NIT/Tender Document in the NIT/Tender Document cover. Tenders submitted without the Addendum/Corrigendum may be rejected.
- s) Additional Performance Security @10% of the tendered amount shall be obtained from the successful bidder if the accepted bid value is 80% or less of the Estimate put to tender. The Additional Performance Security shall be submitted is the form of Bank Guarantee from any Scheduled Bank before issuance of the Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other necessary actions as per NIT like blacklisting of the contractor, etc. may be taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required. The Bank Guarantee shall be returned immediately on successful completion of the Contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered affected by provision of this Additional Performance Security.
- > SgTPP, WBPDCL reserves the right to cancel the tender without assigning any reasons thereof whole or any part of the tender and tenderer shall be bound to perform the same at their quoted rates.



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ANNEXURE-I

Scope of Work for ARC for 415V Motor Maintenance under AHP department (Stage-I & Stage-II) at SgTPP, for One (01) year.

- 1.] Overhauling of motor along with bearing replacement if required: After taking clearance from Controlling officer disconnection of motor after phase marking, IR value checking of motor & cable, disconnection of earth lead, decoupling of motor, alignment checking, run out checking of shaft/coupling half, displacement of motor from its base removing of coupling half/fan cover/fan/ bearing housings/ bearings, measurement of bearing housings/shafts/coupling half, heat varnishing of stator & rotor, IR & PI value checking for reasonable value, new bearings fitting, painting of components, box up of motor, coupling half fitting, placement of motor on its base, IR value checking of motor & cable, cable connection of motor after checking phase marking, connection of earth lead, assistance during trial run/current speed rotation vibration checking, coupling of motor after alignment checking, assistance during load run.
- 2.] **Rewinding of Stator along with bearing replacement if required-** After taking clearance from Controlling officer disconnection of motor after phase marking, IR value checking of motor & cable, disconnection of earth lead, decoupling of motor, alignment checking, run out checking of shaft/coupling half, displacement of motor from its base, removing of coupling half/fan cover/fan/ bearing housings/ bearings, measurement of bearing housings/shafts/coupling half, removing of burnt winding from stator, rewinding of stator winding, heat varnishing of stator & rotor, IR & PI value checking for reasonable value, new bearings fitting, painting of components, box up of motor, coupling half fittings, placement of motor to its base, IR value checking of motor & cable, cable connection of motor after checking phase marking, connection of earth lead, assistance during trial run/current -speed-rotation-vibration checking, coupling of motor after alignment checking, assistance during load run. Testing of Motor is to be done at site in presence of WBPDCL Engineers.
- 3.] Motor after dismantling, if found the **DE or NDE bearing housing** is loose or the diameter is increased or has undergone wear & tear, then the bearing housing will be sent to the **party's workshop** along with the bearing for **metalizing and machining of bearing housing**.
- 4.] Motor after dismantling, if **rotor journal** is found defective, then the rotor will be sent to the **party's workshop** along with the bearing for **metalizing and machining of rotor journal**.
- 5.] **Rotor trueness checking and dynamic balancing** to be carried out at **party's workshop**.
- 6.] Grease cap, oil seal, cir clip & gasket to be **replaced** by party if required.
- 7.] **Painting** of motor (with antirust enamel paint).



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ANNEXURE-II

Mandatory Safety Clauses ANNEXURE"SAFETY"

(COS-0IN/0&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: WBPDCL safety officer on matter relating to safety and his name shall be displayed on the notice board at prominent place at the work side.
- 7. Contractor must ensure use of personal Protective equipment 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 contactor 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.

	PROTECTION OF JOB	APPROPRIATE PPE
1.	Working at Height (above 1.8 meter	Full Body Harness, Safety Net, Life line, Helmet, Safety Shoe, Leather/
	from immediate floor)	Cotton Hand gloves, etc.
2.	Chipping, Grinding, Drilling, Power	Goggles & Face Shield, Helmet, Safety Shoe, Leather/ Cotton Hand
	fasteners.	gloves, etc.
3.	Chemical (Liquid & Solid) Handling,	Chemical Goggles, Safety Glasses, Face Shield, Nose Guard, Helmet,
	Degreasing, Spraying, Splashing.	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,	Welding helmets /welding shields used over primary eye protection,
	to avoid injury due to flashing.	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 Works.	Safety Goggles, Helmet, Non steel toed Safety Shoe, Insulated Hand
		gloves, Fire retardant clothing, etc.
10.	Chemical like particulates, gas, vapour	Safety Goggles, Helmet, Safety Shoe, Air purifying respirator with
	fumes.	appropriate cartridge, etc.
11.	Oxygen deficiency work (confined space	Safety Goggles, Helmet, Safety Shoe, Supplied Air respirator (BA set),
	job, etc.)	etc.



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N.I.T. NO.: WBPDCL/SGTPP/NIT/E2301/23-24 dated: 13-05-2023 ANNEXURE"SAFETY"

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

(FOR NIT&SERVICE /WORK ORDER)

	PROTECTION OF JOB	APPROPRIATE PPE
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,
		 85 dB to less than 100dB required Air Plugs.
		 100dB or greater required Air Muffs.

- 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 WB 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, dozer, 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 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 center with statement to head of the concerned department under whom he works 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 WBPDCL is to be maintained by the contractor and Special Overhauling sticker shall be affixed in the helmet of the worker (Contractual) engaged in overhauling jobs.
- 13.Only metallic Scaffolding with proper locking system is to be used for working height job. Proper metallic Scaffoldings are to be constructed as per 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 20k m / 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.



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

(FOR NIT&SERVICE /WORK ORDER)

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 Envy & Safety/ Head of the Dept. where work is being done for 1st violation of safety norm, non-use of PPE like Safety Shoes, Hand Gloves, Safety Helmet, Goggles, etc. as per work requirement of contractor and their worker.
 - ii. Fine upto Rs. 20,000/ on 2nd violation as mentioned in clause (i) above.
 - iii. Repeated Safety violation may result in debarment of vender for future contract.
 - iv. Fine 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 lac) or more and debarred /deregistered from taking up further contractual work in WBPDCL 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.

SAGARDIGHI THERMAL POWER PROJECT OFFICE OF THE GENERAL MANAGER CONTRACT CELL

Tender Ref. No.: SgTPP/CC/Tend/23-24/11/E619451

N.I.T. NO.: WBPDCL/SGTPP/NIT/E2301/23-24 dated: 13-05-2023 ANNEXURE"SAFETY"

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

(FOR NIT&SERVICE /WORK ORDER) FORM EXAMINATION PHYSICIAN'S REPORT

1. PERSONAL DETAILS:

Name	
Sex: Male/ Female Date of Birth:	
Marital Status: Marri	ied / Unmarried
Designation:	Division & Section:
Nature of Job:	
General Appearance: _ Present posting:	
Type of job Marks of Identification I. II.	n:
nature of	Signature of
lical Officer:	Candidate:
b) Family:c) Past History: Major	illness/ Operations/ Injuries with date
d) Occupational: Previ	ous Duration with year
	Details of past exposure to any significant occupational haza
	Age at menarche: ii) LMP: ages/ abortions/ still births/ congenital malformation etc.

SAGARDIGHI THERMAL POWER PROJECT OFFICE OF THE GENERAL MANAGER CONTRACT CELL

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ANNEXURE"SAFETY"

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

(FOR NIT&SERVICE /WORK ORDER)

a) Temperatu	re:	°C	b) Pulse:	/ mir	ı		
c) Height:		cm.	d) Weight:	kg.			
e) Blood Pres	sure:						
f) Acuity of Vi	ision:						
		With out alogges	Mith alagae	Stren	Strength of glasses		
		Without glasses	With glasses	Sph	Cyl	Axis	
Distant	RE						
Vision	LE						
Near	RE						
	Crane o	acuity test to be perfo pera tors, Fork-lift ope					
Note: Detailed Drivers, personn	l visual a Crane o nel) Blindnes	pera tors, Fork-lift ope	erators, Locomotiv	e operato	rs, Firem —		
Note: Detailed Drivers, personn Night I	d visual a Crane onel) Blindnes	pera tors, Fork-lift ope	erators, Locomotiv	e operato	rs, Firem 		
Note: Detailed Drivers, personn Night I Colour Depth	l visual a Crane o ael) Blindnes Vision: of Visio	pera tors, Fork-lift ope s n:	erators, Locomotiv	e operato	rs, Firem 		
Note: Detailed Drivers, personn Night I Colour Depth Fundu	d visual and Crane of Visions S Examination	pera tors, Fork-lift opes	erators, Locomotiv	e operato	rs, Firem - -	nen, Sec	
Note: Detailed Drivers, personn Night I Colour Depth Fundu Skin cone	d visual and Crane of the control of	pera tors, Fork-lift opes s on: nation:	erators, Locomotiv	e operato	rs, Firem	nen, Sec	
Note: Detailed Drivers, personn Night I Colour Depth Fundu Skin cond	l visual a Crane o del) Blindnes Vision: of Visions s Examin dition: N	pera tors, Fork-lift opers s n: nation: Normal/ Abnormal Co	erators, Locomotiv	e operato	rs, Firem	en, Sec	
Note: Detailed Drivers, personn Night I Colour Depth Fundu Skin cond h) Teeth: N i) Lymph n	l visual and Crane of Vision: dition: Normal / And odes: No	pera tors, Fork-lift opes s on: nation:	mment if any ment if any	e operato	rs, Firem	nen, Sec	
Note: Detailed Drivers, personn Night I Colour Depth Fundu Skin cond h) Teeth: N i) Lymph n	l visual a Crane onel) Blindnes Vision: of Visions s Examination: Normal / A	pera tors, Fork-lift opers s nation: Normal/ Abnormal Co Abnormal Comment if ormal/ Abnormal Combon Comment if and bnormal C	mment if any ment if any	e operato	rs, Firem	nen, Sec	

Signature of Medical Officer

SAGARDIGHI THERMAL POWER PROJECT OFFICE OF THE GENERAL MANAGER CONTRACT CELL

Tender Ref. No.: SgTPP/CC/Tend/23-24/11/E619451

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(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:	apply and app	ear for the practical tests.		
3. Permanent Address: 4. Age:	1. Full Nar	ne of applicant (Block Letters):-		
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: Sl. 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	2. Present	Address:		
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: Sl. No. Name of Employer Duration of employment work experience	3. Perman	ent Address:		
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: Sl. 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 e) Mental depression b) Limping gait	4. Age:	5. Sex	:: 6. Height:	
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: Sl. 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 e) Mental depression f) Limping gait	7. Gate Pa	ass No:		
10. Ref. W / Order No.: 11. Description of present job: 12. Previous experience of working at heights: Sl. 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 e) Mental depression f) Limping gait	2 4 6 6 7	f issue of Gate		
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 e) Mental depression f) Limping gait	10. Ref. W / C 11. Description	Order No.: on of present job:	resent:	
 a) Blood Pressure b) Epilepsy c) Frequent headache or reeling sensation d) Flat foot e) Mental depression f) Limping gait 	Sl. No.	Name of Employer	Duration of employment work exp	perience
 a) Blood Pressure b) Epilepsy c) Frequent headache or reeling sensation d) Flat foot e) Mental depression f) Limping gait 				
 a) Blood Pressure b) Epilepsy c) Frequent headache or reeling sensation d) Flat foot e) Mental depression f) Limping gait 				
c) Frequent headache or reeling sensation d) Flat foot e) Mental depression f) Limping gait	13. Do you suf	fer from any of these ailments: (Write	e YES/NO against each)	
g) History of Vertigo	c) Fred e) Men	quent headache or reeling sensationtal depression	on d) Flat foot	
Declaration:	Declaration:			
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 a height / depth under influence of alcohol.	safety Harness not misuse the	s with double layer and the lifeline whe height pass issued to me or transfer	henever working at heights or in depths o	f about 10 ft. I shall
Date: Name: Signature:	Date:			

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N.I.T. NO.: WBPDCL/SGTPP/NIT/E2301/23-24 dated: 13-05-2023 ANNEXURE"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 fulfil	llment of Safety requirements as per Annexure-"Safety"			
Name of Agency:				
Work order:				
Dear Sir,				
as mentioned Annexure -"Safety" at	ease confirm whether relevant safety requirements, terms and condition tached with the work order has been fulfilled by us during the execution e to willful/ non fulfillment of condition of safety rules in spite of caution			
Party Signature with stamp:				
	(For use of WBPDCL authority only)			
Remarks:				
 Total removal of Scrap & Debris Accident happened during control 	•			

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



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ANNEXURE-III

General Terms & Conditions

(1) Status of the manpower of the contractor or its sub-contractor:

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

(2) Engagement of Sub-contractors:

No sub-contractor can be engaged by the contractor for accomplishment/ carrying out full or part of any job under the contract. However, if WBPDCL specially approve, sub-contractors can be engaged for providing skilled and semi-skilled manpower [if below the supervisory level] for their utilization in connection with this contract. However, Principal employer's Certificate in **FORM–V** for obtaining the labour license under Contract Labour [Regulation & Abolition] Act, 1970 and the rules framed there under will be issued in favour of the main contractor i.e. to whom work order has been awarded by SgTPP. No FORM–V will be issued to any sub-contractor. For engagement of sub-contractor, an indemnify bond [as per format] to be furnished by the contractor in favour of WBPDCL.

(3) Compliance with statutory requirements as regards workmen to be engaged by the contractor:

(a) Rate of wages:

The contractor is to pay wages to all workmen to be engaged by him under this work order as per prevailing wages pattern at SgTPP as applicable at the relevant point of time, which would include minimum wages as determined at the lowest range.

Workers not covered under MOS dated 04.10.2021: Minimum Rates of Wages as notified by Circular of the Jt. Labour Commissioner, Statistics, Govt. of W.B. & revised from time to time shall has to be disbursed.

Workers covered under MOS dated. 04.10.2021: Rates of Wages shall be payable as determined by the MOS dated 04.10.2021.

The Basic wages and all other benefits and allowances as per Memorandum of Settlement (MOS) dtd. 04.10.2021 i.r.o. the contractor's workmen covered under the said MOS shall have to be considered while quoting the price bid. In case of the workers covered under MOS and joined on or before 01.01.2012, the Earned Leave and Gratuity Benefits should not be taken into consideration against them while quoting the price bid. The same will be payable on attaining the age of superannuation of the concerned workmen.

(b) Norms of payment of wages and deductions from wages:

Statutory provisions in terms of the Payment Wages Act are to be strictly adhered to.

(c) Rates of wages, wage period and date of disbursement of wages shall be suitably notified for information of all the workmen to be engaged under this work order. SgTPP/WBPDCL, HR&A wing should be informed well in advance of the above particulars, thus enabling the said department to witness the above payment of wages. Records of wages disbursed to the workmen must be submitted to HR&A Department; otherwise, the next month's payment by WBPDCL to the contractor will be withheld.

(d) Inspection of records and registers under the various labour laws:

Pertinent records are to be made available at the site office of the contractor for inspection by the SgTPP, HR&A Department as well as by duly authorized inspectors to be deputed by the Government of West Bengal Labour Department from time to time.

(e) Other statutory requirements:

All other statutory requirements which are in force or may come into operation subsequently would be required to be complied by the contractors.

(4) Provident Fund:

- (a) From the very first day of engaged of any workman/employee by the contractor under the work order, the said workman/employee shall be member of the provident fund of the contractor's firm. A copy of the membership details is to be sent to the Regional Provident Fund Commissioner and a copy of the same shall be furnished to SgTPP, HR&A wing for information and record.
- (b) Before claiming periodical bill/monthly bill in quadruplicate, a copy of muster roll and wages register of the workman covered under Contract Labour Act, 1970 duly signed by ALC, copy of P.F. deposition Challan and ECR copy & Payment confirmation challan within 7th days of the next month together with a list of workmen/employee in respect of whom P.F.

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contribution deposited with the appropriate authority is to be submitted for verification and certification of HR&A Department for releasing the monthly bill.

- (c) All relevant records pertaining of deposit of P.F contribution etc. shall be made available at the contractor's site office for inspection by the PF Inspector as well as by the SgTPP, HR&A Wing as and when required.
- (d) Contractor has to submit all relevant documents and papers to HR&A Wing as required for IR clearance for release of final bills and security deposit after completion of contractual period.

(5) Compliance of the provisions under the Contract Labour [Regulation & Abolition] Act, 1970:

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

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

- (a) Safety precautions are to be strictly adhered to by the contractor.
- (b) **Employment Injury:** In the event of employment injury in respect of any workmen to be engaged by the contractor, the said contractor at the first instant should arrange First Aid treatment for the injured workmen at his own cost. However, depending upon the nature of injury, treatment shall be arranged in all respect of such workman at SgTPP Hospital, based upon the available facilities. However, if the treatment is beyond the scope and capacity of the Project Hospital, the contractor is to arrange further treatment of the concerned workman at his own cost.

(7) ESIC Compliance (for wages / salary \leq Rs. 21000/- p.m., as per ESIC norms) :

The contractor shall take ESI Registration from ESIC authority. All the workmen should be covered under ESIC. The contractor may have to take sub-code (if required) from the concerned SRO, ESIC covering SGTPP/WBPDCL. The Contractor should submit ESI Contribution Challan and ESIC contribution history along with other required documents for obtaining statutory NOC from HR&A end on monthly basis.

(8) <u>Insurance for Employees compensation (for wages /salary > Rs. 21000/- p.m., as per ESIC norms) :</u>

The contractor shall take insurance policies to cover the said risks and all administrative arrangements and incidental jobs thereto are to be undertaken by the contractor. In the event of furnishing of incorrect and incomplete or non-furnishing of information on the part of the contractor, resulting in non-admission of claim by the Insurance Company, the contractor shall be liable to pay the compensation to the concerned parties at his own risk and peril. WBPDCL shall not be liable in respect of any damage for which compensation payable in consequence of any accident or injury to any workmen due to the aforesaid act on the part of the contractor. The contractor is to indemnify WBPDCL against the payment of above workmen compensation. For the purpose of administrative convenience, the insurance policy should preferably be taken from any of the Nationalized Insurance Companies located at Murshidabad District, West Bengal. The concerned contractor should have to submit proper documentary evidence to establish wages/salary of the concerned employee is more than Rs. 21000/- p.m.

(9) <u>Insurance public liability and property damage:</u>

The contractor shall have to abide by the Rules & Regulations framed by SgTPP authority, when may change from time to time in the interest of the Project.

(10) Security checking pass:

The Security Checking Passes issued in favor of the Contractor's workmen shall bear the signature of the competent authority as well as the concerned contractor having following particulars. The concerned Agency has to apply at least 72 hours before the date of deployment of manpower, through proper channel, with the below mentioned documents, duly authenticated. The application for Security Checking Pass/ Gate Pass is to be submitted in the prescribed format, duly recommended and forwarded by the Controlling Dept. along with the above mentioned documents.

- 1. Identity Proof e.g. Voter, Aadhaar, PAN, Driving License (mandatory for Drivers) & 1 COPY OF Passport size Photo, Previous gatepass if available.
- 2. For company's staff Staff Declaration in company letter head with seal/ Company ID card/ Last month EPF challan (ECR)/ Company appointment & acceptance letter.
- 3. Medical fitness certificate in original from any registered doctor (MBBS & above).
- 4. UAN with supporting document.
- 5. Insurance (WCI/ECI for gross salary > Rs. 21000/month, else ESIC IP no with copy of *individual E-Pahachan Card*.), For CONSTRUCTION, WCI /ECI is mandatory.
- 6. Form 13 (Not required for company staff, for them staff declaration or appointment letter or transfer letter, whichever is applicable)
- 7. Labour license in case number of contract labour exceeds 09 heads.
- 8. Work Order copy.
- 09. Skillness Proof, vide document: Last working PF details or Gatepass.

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10. Employment notification at local Panchayet / Block. It is advisable to arrange the interview locally either for company staff or contractual labour. However, special relaxation will be there for the agency's own staff only for Supervisor and Site-in-Charge provided valid document, e.g. Site Transfer Letter, Company PF or Campus interview letter submitted.

**Last point is not mandatory for Tit-Bit/Overhauling / Short Duration work.

- (I) All the tools & tackles required for the execution of the job under this contract are to be supplied by the main contractor,
- (II) The contractor shall have to arrange the above, to get security checking pass for his workmen and tools & tackles, from the security department and the rules and regulations related to the subject shall be binding on him.

(11) Identity Card:

The contractor must issue identity card in **FORM – XIV** under the West Bengal Contract Labour [Regulation & Abolition] Rules, 1972, to each of his workman to be deployed at SgTPP and the said identity card shall be in possession of the concerned workman while on duty at SgTPP.

(12) Withdrawal of workmen:

In case any workman is found hampering the interest of the Project in any way, WBPDCL reserves the right to take appropriate action. In such cases, the contractor shall have to demobilize such workmen within 24 hours' notice from the SgTPP authority.

(13) Discontinuation of job:

In case the job is found discontinued by the contractor without any valid reason within the contractual period, WBPDCL shall have the right to award part or full job to any outside agency, and in such cases his security deposit shall be forfeited.

- (14) The contractor will have to demobilize with all his man and material after expiry / completion/ cancellation of work order.
- (15) Accommodation: Arrangement for accommodation for the contractor personnel has to be provided by the contractor.
- (16) Canteen: Departmental canteen facility of SgTPP will not be extended to the contractor's personnel. However, contractor should arrange canteen facility for his personnel at his own cost in other canteen at SgTPP site.
- (17) Labour License: The Principal Employer's Certificate will be issued by WBPDCL for the purpose of obtaining Labour License from the concerned registering officer under Contract Labour [Regulation & Abolition] Act, 1970 and rules framed thereunder.
- (18) **Prosecution:** Any person under contractor's Payroll is liable to be prosecuted if found entangled in any miscreant activities thereby damaging the image of SgTPP/WBPDCL with in the public in the vicinity of SgTPP.
- (19) The Contractor/ Agency has to comply with the following Acts and Sate and Central Rules as may be applicable from time to time:

The Contract Labour (R&A) Act, 1972

The Employee's Provident Fund & Miscellaneous Provisions Act, 1952

The Employees State Insurance Act, 1948

The Factories Act, 1948 & The WB Factories Rules, 1958

The Industrial Disputes Act, 1947

The Payment of Wages Act, 1936

The Payment of Gratuity Act, 1972

The Payment of Bonus Act, 1965

The Minimum Wages Act, 1948

The West Bengal Workmen's House Rent Allowance Act, 1974

Any other Act/ Rules/ Statutes/ Laws/ which may be applicable from time to time.

(20) Pollution control and occupational care:

Contractor shall take all steps to follow:

- (i) The Water (Prevention and Control of Pollution) Act, 1974,
- (ii) The Air (Prevention and Control of Pollution) Act, 1981,
- (iii) The Environment (Protection) Act, 1986,
- (iv) Manufacture, Storage and Import of Hazardous Chemical Rules, 1989,
- (v) Hazardous Wastes (Management and Handling) Rules, 1989,
- (vi) The National Environmental Tribunal Act, 1995,
- (vii) Compliance with Batteries (Management & Handling) Rules, 2001 as amended and rules and orders made there under and all other Acts & Rules in connection with pollution control in the relevant work area.

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- (21) Contractor shall be duty bound to take all necessary steps towards ensuring Occupational Health Care of his workmen at SgTPP as required under West Bengal Factories Rules, 1958.
- (22) The Contractor shall fully protect and hold the Principal Employer, it's employees and agents harmless against any claim, demand, actions, suits and proceedings, arising out of the contract.
- (23) 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.
 - a) Indemnity Bond to be furnished by the Contractor accepting responsibility of each and every action to be taken by their sub-contractor(s) in the matter of executing the instant job.
 - b)Copy of Labour License issued by the Licensing Authority (Form VI) at the time of first monthly/R.A. Bill and Final Bill.
 - c) Copy of the commencement and completion certificate to be sent by the Contractors to the Licensing Authority (Form VIA & VIB).
 - d)Form XIII under the C.L. (R&A) Act 1970 and the Register of Adult workers under the Factories Act 1948.
 - e) Acquaintance rolls for the relevant wage period (Form XVIII).
 - f) P.F. documents such as ECR, PF Challan, & Payment Confirmation slip and declaration under Para 22.
 - g)In case of ESI applicability, ESI Contribution History & Payment Confirmation Challan on monthly basis to be submitted.
 - h)Documents related to payment of W.C. Claims, if any.
 - i) Documents related to payment of Retrench Benefits claims, if any.
 - j) Documents related to any other dues, if any.

In addition to above requirements, Indemnity Bond should also be obtained from the Contractors as required under Section 12 of the Employees Compensation Act.

(24) Debarment of Agencies from Business dealing:

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

(25)Proper working condition:

Controlling Officer or safety officer at his discretion, may check/examine any of contractor's tools/scaffolding / working condition etc. and if unsatisfied, he may suspend the job temporarily till the contractor takes proper measure.

Penalty Clause and Liquidated Damages:

- (i) **Penalty against non-compliance of job :** In case of any assigned job in the scope of this contract is got done by other agency due to non-compliance and the cost of job incurred by WBPDCL will be deducted from the monthly bill at the discretion of the controlling officer as L.D.
- (ii) Penalty against delay in completion of job: In the event of any delay in the supplies of ordered materials/execution of works beyond the stipulated delivery/completion schedule including any extension permitted in writing, the Corporation reserves the right to recover from the contractor a sum equivalent to 0.5% of the value of delayed supply/work for each week of delay and part thereof subject to a maximum of 10% of the total value of order. The owner 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.
- (iii) **Penalty against shortage man power:** For unauthorized shortage in manpower, controlling officer or his representative at his discretion may deduct an amount equal to number of days absent in month multiplied by 1.10 times of daily wages of the absentee.
- (iv) **Penalty against non-availability of tools & tackles:** Penalty will be imposed @0.5% of the monthly bill for job hampered due to lack of tools & tackles.
- $\textbf{(v) Penalty against non-compliance of scrap removal:} \ Penalty @1.5\% \ of monthly \ bill \ for \ non-compliance \ of \ scrap \ removal.$
- (vi) Penalty against unsatisfactory site cleaning: Penalty @0.5% of monthly bill against each & every caution letter after issuance of caution letter once.
- (vii) Penalty against unsatisfactory housekeeping: Penalty @1.0% of monthly bill against each & every caution letter after issuance of caution letter once. (however for mass cleaning and proper house keeping the contractor may engage additional manpower with tractor trailer and other requisite arrangement and when required basis at his own cost.)
- (viii) Penalty against non-compliance of Safety: It will be the duty of contractor to ensure that all manpower engaged in the contract take all measures related to their own safety. Otherwise the following penalties may be imposed a) For violation of any safety norms by any workmen penalty @Rs.1000/- may be imposed in each such case. B) In case of minor accident due to non-compliance of safety measures, if the person in unable to report for his job within 48 hours, L.S. penalty of Rs.



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10,000/- may be imposed. C) In case major accident due to non-compliance of safety measures, if the unable to report for his job within 20 days, a L.S. penalty of Rs. 50,000/- may be imposed.

(ix) **Penalty against non-supply of consumables:** Contractor will provide required consumables approved by controlling officer. Failing which cost of the same will be deducted from monthly allocation of payment against your bill.

However, cumulative deduction will not exceed 10(ten) % of the annual contract value in any case except item Sl. No. (i),(iii) & (viii) above.



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ANNEXURE- IV

SPECIAL TERMS & CONDITIONS

A. COMMERCIAL:

01. **Price** : The rate will be remaining FIRM during the entire period of contract and inclusive

of all incidental charges for execution of the jobs.

02. **G.S.T.** : G.S.T. shall be paid extra as applicable.

03. **Security Deposit** : The contractor have to submit an irrevocable BG from any Nationalized bank

covering 10% of the total order value, failing which equivalent amount will be deducted from your bill as security deposit. SD/CPG along with the EMD (of successful tenderer) will be released after completion of the contract or after warranty /guarantee period (If applicable) against submission of completion certificate issued by controlling officer or his authorized representative. EMD of successful bidder may be converted into initial SD/CPG provided the balance amount

is remitted in the same form.

04. **Period of Contract** : One (01) year.

05. **Payment Terms** : i)Bill will be paid as per BOQ (bill of quantities) per month. The Vendor has to

produce the NOC from the HR&A deptt. SgTPP and submit the same with the bill in Triplicate to the Controlling officer. In support of BOQ the Vendor has to produce

the bill.

ii) The mode of payment will be 90% after satisfactory completion of work & balanced 10% after warranty period against submission of the bill duly prereceipted to the DGM (MM) or his authorized representative who will certify the bill for satisfactory completion of the job & recommend payment to the paying authority. The party has to collect the NOC from the HR&A dept. and submit along

with the bills in triplicate to the controlling officer.

06. **Paying Authority** : The DGM (F&A), SgTPP/WBPDCL or his authorized representative.

07. Controlling Officer : The Senior Manager (AHP-EM) SgTPP/WBPDCL or his authorized

representative.

08. **Job Completion Time** : Assigned job needs to be completed within designated period as per discretion of

Controlling Officer. Timely completion of assigned job is considered to be the

essence of this contract.

09. **Evaluation of Tender** : The rate is to be quoted excluding GST and taking into consideration the scope of

work and all terms and conditions. The Party who quotes least in the cumulative of the value quoted against each job items will be Ll bidder subjected to discretion of

tender evaluation committee.

10. **Termination of Contract** : WBPDCL Authority reserves the right to terminate the contract at any stage for

unsatisfactory performance on the part of the contractor or any other reasons(after allowing a reasonable time to be mutually agrees upon for rectifying the shortfall in performance), without providing any benefit / claim in any form towards compensation. However, this will be applicable only after giving notice to contractor at least 01 month prior to the date on which

contract/ service order cease to exist.

11. **Forfeiture of Earnest** : On placement of order, if the contractor refuses to take up the job or withdraw his **Money/Security Deposit** service in midway of the contractual period for any reason whatsoever, then the

Earnest Money and / or total Security Deposit may liable to be forfeited as per discretion of the WBPDCL Authority and other penal action may be taken as

deemed fit.

12. **Non-Compliance** : In case the contractor fails to carry out his assigned job or could not mobilize his resources even after placement of order, the Controlling Officer or his

authorized representative reserves the right to get the job done by any agency



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for the interest of the corporation. In such case LD will be liable to be charged.

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B. TECHNICAL

10. Isolation of the equipment and work should be undertaken after receipt of job card. 10. On completion of any assignment in all respect, Contractor has to hand over the 'job card' after duly filling a columns in the said card signed by the representative of the Controlling Officer. 10. Time frame for completion of particular job will be finalized as per discretion of Controlling Officer. De completion of the job without valid reason is liable to imposition of liquidated damages. 10. Penalty: - As per Annexure-III 10. If the Contractor fails to do the job satisfactorily or is unable to complete the job, WBPDCL reserves the right the job done by other agencies at Contractor's risk and cost. 10. Job will be considered incomplete until work site is free from scaffolding, scraps, rejects and other wastes. may be imposed at the discretion of the controlling Officer after mutually agreed time frame given to Contractor cost (in such cases WBPDCL will supply the cable sockets). 10. Guarantee: -06 (six) months from completion of the job. 10. The power for the work site will have to be arranged by the Contractor from the nearest supply point provided by WBPDCL free of cost. 10. For working inside plant proper gate pass to be obtained from HR&A Department. 11. Prevailing safety norms at SgTPP is to be followed strictly. 12. The Contractor should be capable to start the job within one week from the date of intimation from SgTPP end 13. REWINDING, METALIZING & OTHER JOBS (JOB TO BE DONE AT PARTY'S WORKSHOP) 14. Transportation to Party's Workshop: - To & fro transportation will be under Party's scope. 15. Time frame for completion of particular job will be finalized as per discretion of Controlling Officer. De completion of the job without valid reason is liable to imposition of liquidated damages. 16. Penalty: - As per Annexure-III 17. Penalty: - As per Annexure-III 18. If the Contractor fails to do the job satisfactorily or is unable to complete the job, WBPDCL reserves the right to the job done by other	(i)	OVERHAULING OF MOTOR (JOB TO BE DONE AT SGTPP SITE)
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08. The party has to return old used bearings through proper challan in case of bearing replacement.	06.	Electrical parameters of motors should be within acceptable limit w.r.t. the original motor parameters. Otherwise the job may be considered as incomplete.
	07.	Guarantee: - 12 (twelve) months from completion of the job.
09. All damaged/lost materials are to be replaced with same quality by the Party at free of cost.	08.	The party has to return old used bearings through proper challan in case of bearing replacement.
	09.	All damaged/lost materials are to be replaced with same quality by the Party at free of cost.



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N.I.T. NO.: WBPDCL/SGTPP/NIT/E2301/23-24 dated: 13-05-2023

Scrap copper wire may be retained by the party.

C. OTHERS

<u>C. (</u>	<u> THERS</u>		
01.	Quality of Work	:	The party should engage quality workers who are well conversant with the job. If the skill and/or attitude and/or health of any workmen is found unsuitable for the work or detrimental to site, he should be withdrawn immediately and substituted as per discretion of the Controlling Officer.
02.	Detailed Scope of Work	:	If any job is Tit-bit job found to be necessary but not included in the scope of work, the party has to take up the job as per discretion of controlling Officer or his authorized representative without any extra cost.
03.	Site cleaning & Removing of Scrap materials	:	Site cleaning must be done by the Contractor up to the satisfaction of the Controlling Officer after completion of the job. All scrap materials, rejects and other wastes should be removed to the place specified by the Controlling Officer after completion of job; otherwise, the job should not be treated as 'COMPLETE'.
04.	Safety	:	Proper safety precaution has to be taken during execution of job as per norms of WBPDCL (Annexure-III). Party must provide all the necessary personal protective equipment including safety helmets, hand gloves, safety belts, dust mask, goggles etc. and ensure their use. As the job will be done at height, necessary special location permit have to be obtained from the Safety Department as per prevailing norms of WBPDCL.
05.	Gate Pass	:	All workforce engaged by Contractor for the said job must possess valid Gate Pass as per WBPDCL norms mentioned in Annexure-III. (Sl. No.10).
06.	Execution of work	:	i) Both power & control cable connection & disconnection as per requirement of site is under Party's scope.ii) Lifting/shifting of LT motors (if required) is under the scope of Party.
07.	Scaffolding	:	Erection of necessary scaffolding and Temporary Hoist (if any) as well as dismantling of the same after completion of job will be done by the Party.
08.	Accommodation	:	Under the scope of the Party. However, WBPDCL may provide unfurnished accommodation subject to availability on chargeable basis.
09.	First Aid	:	Party will maintain an arrangement at his own cost to administer the first aid in case of minor injury of any of the working personnel.
10.	Tools-tackles & Consumables	:	All tools, tackles and consumables necessary for execution of the job are under the scope of the Party.
11.	Transportation of Motors To Party's Works	:	Party should have their own shop/facility for bearing housing metallizing, rotor journal metallizing and rotor trueness & dynamic balancing testing. To & fro transportation of LT motors to Party's workshop is under the scope of WBPDCL.
12.	Spare Support	:	Under the scope of WBPDCL for jobs done at site.
13.	Compensation	:	WBPDCL will not take liability for any damage, missing or loss of machine, toolstackles etc. of contractor. No compensation in such case will be made by WBPDCL.
14.	Liquidated Damages (L.D.)	:	As per Annexure-III (General Terms & Conditions).



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Tender Ref. No.: SgTPP/CC/Tend/23-24/11/E619451

N.I.T. NO.: WBPDCL/SGTPP/NIT/E2301/23-24 dated: 13-05-2023

ATTACHMENT-1

PROFORMA FOR BANK GUARANTEE FOR EMD

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

Bank Guarantee No.:	
Date:	
To,	
West Bengal Power Development Corporation Limited	W.
Bidyut Unnayan Bhaban, Block– LA, Plot No. 3/C, Sector-	-111,
Salt Lake City, Kolkata - 700106, West Bengal, India.	
Dear Sir,	
In accordance with your Notice Invitin	ng Tender (NIT)
(hereinafter call	cipating Contractor) having its Registered Head Office at led the Bidder) wish to participate in the said Tender for
(Name of Job).	
	or an amount of is required to be submitted by the
	the said Tender, which amount is liable to be forfeited on the
	r Document, we, the Bank at having
	address of Bank) guarantee and undertake to pay immediately on
	oration Limited the amount of (in words
be conclusive and binding on us irrespective of any dispi	d recourse. Any such demand made by said Procuring Entity shall
so constant, a and amaning on as in suppositive or any alops	are or amoronou ranous by the Brauer.
	s. If any further extension of this guarantee is required, the same ag instructions from M/s (Participating Bidder) on
Bank shall be relieved and discharged from all liabilit	poration Limited under this Guarantee shall be forfeited and the ties thereunder unless the WBPDCL brings any suit or action to within ninety (90) calendar days from the above mentioned expiry
In witness whereof the Bank, through its authorizedYear at	Officer, has set its hand and stamp on this day of
WITNESS:	
(Signature and Name)	(Signature and Name)
(Engineer / Officer address)	(Designation with Bank Stamp)
Attorney as per Power of Attorney No Date:	
Note: This date should be initially for One hundred and Bid submission and may be extended from time to time.	l twenty (120) calendar days from the next day of the last date of



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N.I.T. NO.: WBPDCL/SGTPP/NIT/E2301/23-24 dated: 13-05-2023

ATTACHMENT-2

PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE GUARANTEE

(To be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank) Bank Guarantee No.: _____ Date: _____ To, The West Bengal Power Development Corporation Limited BidyutUnnayanBhawan, Plot No. - 3/C, Block - LA, Sector - III, Salt Lake City, Kolkata - 700 106. Dear Sir, In consideration of The West Bengal Power Development Corporation Limited (Hereinafter referred to as the `Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s. [Contractor's Name] with its Registered/Head Office at __ (Hereinafter referred to as the `Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Purchaser's Letter of _____ dated ____and the same having been acknowledged by the Contractor, for _____ [Contract sum in figures and words] for _____ [Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to _____(*)_____ of the said value of the aforesaid work under the Contract to the Purchaser. _____ [Name and address of the Bank]____ _____ having its Head Office at ___ referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Purchaser on demand any and all money payable by the Contractor to the extent of _____(*)____ as aforesaid at any time upto _____(@) [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantees herein contained shall continue to be enforceable till the Purchaser discharges this guarantee or till _____ [days/month/year] whichever is earlier. The Purchaser shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course of remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a

principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other

guarantee that the Purchaser may have in relation to the Contractor's liabilities.

Our liability under this Bank Guarantee shall not exceed



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This Bank Guarantee shall be valid up t	o and including
We are liable to pay the guaranteed a	mount or any part thereof under this Bank Guarantee only and only if Purcha
serve upon Bank a written claim or der	nand on or before@
Dated this Day of (M	onth)(Year) at
WITNESS	
(Signature)	(Signature)
(Name)	(Name)
(Engineer / Officer address)	(Designation with Bank Stamp)
	orney as per Power of Attorney No
Dated	

Notes:

- 1. (*) This sum shall be 10% (ten percent) of the Contract Price.
- 2. (@) This date will be Ninety (90) calendar days beyond the defects liability period as specified in the Contract.
- 3. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.



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ANNEXURE 11

BID MATRIX

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

Sl. No.	Category	Tender Requirement	Bidder's Confirmation/non- confirmation by marking "√" only.		Reference/location (Page No. /Annexure etc.)
			Confirmed	Not Confirmed	
1		Confirm whether the bid has been signed by persons(s) duly authorized for this purpose.			
2		Confirm whether the signatory(s) to the bid has indicated his full name and capacity in signing the bid.			
3	General	Confirm whether the power of attorney or authorization, or any other document such as partnership deed, memorandum and articles of association of company, MOU entered among the members of consortium, resolution of Board etc. consisting of adequate proof of the ability of the signatory to bind the bidder, has been submitted along with technocommercial bid.			
4	Bid Validity	Confirm whether bid validity of six (06) months (as per tender document) from the date of tender opening has been accepted.			
5	EMD	Confirm whether Earnest Money Deposit in the prescribed mode as per Tender Document submitted along with techno-commercial bid.			
6		Details of mode of instrument submitted as EMD (for example online bank transfer, BG, Pay Order, DD, Banker' Cheque)			



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11.1.1.110	WEI DCI	13G111/N11/E2301/23-24 ualeu.	13-03-2023	
		If EMD is submitted in form of		
		bank guarantee, please indicate:		
		(a) Bank Guarantee No.		
		(b) Date of issue		
		(c) Name of Bank and Branch		
7		(d) Amount of Bank Guarantee		
		(e) Date of expiry of claim period		
		(f) Confirm whether non-judicial		
		stamp paper is as per applicable		
		stamp duty (Min value Rs. 100/-)		
		and in the name of issuing bank.		
		Confirm whether price have been		
8		quoted in separate sealed cover		
0		strictly in the Price Bid Format of		
		the Bidding Document.		
	_			
		Confirm whether the prices quoted		
		by the bidder are firm during the		
9		entire execution period of contract		
		(save as specifically provided		
		otherwise).		
	Price	Confirm whether bidder has		
		enclosed a blank copy of the		
		schedule of prices format with		
10		price column tick ($$) marked		
		against each item of price bid		
		format indicating quote against		
		respective item in the un-priced		
		bid. Note.: Offers with techno		
		commercial bid containing		
		prices shall be rejected outright.		
1	I			

Signature of the Bidder/Authorized Representative with Seal



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ANNEXURE - 11A

DECLARATION BY BIDDER WHILE BIDDING IN BOTH ONLINE/OFFLINE MODE

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



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ANNEXURE-V

Check List (to be uploaded)

Sl.No.	Mandatory Documents			Please tick($$)
1	Scan copy of EMD:	(i) (ii)	Online payment receipt/Bank Guarantee as per NIT Valid documents as per applicable	. ,
2	Copy of valid pan card:			
3	IT returns of consecutive three (03) Assessments years (AY 2019-20, AY 2020-21 & AY 2021-22).			
4	GST Registration Certificate:			
5	Financial documents to satisfy the criteria that the average annual turnover for three (03) years (AY 2019-20, AY 2020-21 & AY 2021-22).			
6	Technical credential as per NIT:			
7	Tender document as published is to be signed and stamped on each page, scanned then uploaded(It is consider as acceptance of techno commercial terms and conditions unconditionally) to be uploaded in Cover-II:			
8	The filled up BOQ sheet(all applicable cell must be filled) to be uploaded in Cover-III:			

Sl.No.	Other Documents	Please tick($$)
1	Provident Fund Registration Certificate:	()
2	Audited balance Sheet and Profit & Loss Account for consecutive three (03) financial years(i.e. for FY 2018-19,FY 2019-20 & FY 2020-21).	
3	ESI registration certificate.	
4	Filled up Bid Matrix & Declaration by bidder (Annexure-11 & 11A).	
5	Blank Copy of BOQ with price column tick ($$) marked against each item, indicating that price has been quoted against respective item in the unpriced bid has to be uploaded in Cover-II.	

SIGNATURE OF THE BIDDER