



THE WEST BENGAL POWER DEVELOPMENT CORPORATION LTD.

SAGARDIGHI THERMAL POWER PROJECT

OFFICE OF THE GENERAL MANAGER

CONTRACT CELL

WBPDC

Tender Ref. No.: SgTPP/CC/Tend/23-24/22/ E 710514

N.I.T. NO. : WBPDC/SGTPP/NIT/E2366/23-24 dated: 03-06-2023

Name of the work: Contract for various painting works inside plant area under EMOPH and EMIPH departments at SgTPP.

Dear Sir,

E-tenders are invited in three steps bid system [**Step-I** i.e. Earnest money deposit, **Step-II** i.e. Qualification bid & Techno-commercial 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 Annexures are enclosed herewith as tender documents:

Following tender documents are enclosed:-

| | | | | |
|---|------------------------------|---|---|---------------|
| 1 | SCOPE OF WORK | | : | ANNEXURE-I |
| 2 | Mandatory safety clauses | | : | ANNEXURE-II |
| 3 | General Terms and Conditions | | : | ANNEXURE-III |
| 4 | Special Terms and Conditions | | : | ANNEXURE-IV |
| 5 | Attachment | i) Proforma for Bank Guarantee for EMD | : | ATTACHMENT-1 |
| | | ii) Proforma for Bank Guarantee for Performance Guarantee | : | ATTACHMENT-2 |
| 6 | BID MATRIX | | : | ANNEXURE-11 |
| 7 | DECLARATION BY BIDDER | | : | ANNEXURE-11 A |
| 8 | CHECK LIST (TO BE UPLOADED) | | : | ANNEXURE-V |

Yours faithfully,

Sd/-

(Alok Kumar Maity)
General Manager,
SgTPP/WBPDC



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WBPDCCL

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N.I.T. NO. : WBPDCCL/SGTPP/NIT/E2366/23-24 dated: 03-06-2023

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 |
|---|------------------|---|------------------|
| Contract for various painting works inside plant area under EMOPH and EMIPH departments at SgTPP. | Rs.4,97,725/- | Rs.9,955/- (Bank Guarantee or online mode) | Six (06) months. |

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

- 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.
- 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.
- 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.
- 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.
- In case of tender cancellation or bid rejection, same process will be followed as mentioned in c. and d.
- 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.
- WBPDCCL 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.
- No interest will be payable by WBPDCCL on the above Earnest Money.
- Govt. organizations are exempted from submission of Earnest Money deposit against submission of acceptable (As per discretion of WBPDCCL) 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 painting on metal structure / Street Light poles in any thermal power station / heavy industrial area 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. 3,98,180/- (excluding tax) per order.**
 - **In two orders** – Executing value of work not less than **Rs. 2,48,863/- (excluding tax) per order.**
 - **In three orders** – Executing value of work not less than **Rs. 1,99,090/- (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.

(ii)Financial documents are to be submitted to satisfy the criteria that the average annual turnover for three (03) years as stated above is not less than **Rs. 1,49,318/-** 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 (✓) 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 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 16/06/2023 at 10:00 hrs. |
| Pre-bid discussion | On 21/06/2023 at 15: 30 hrs. |
| Last date of Submission / Upload of quotation | On 30/06/2023 up to 10:00 hrs. |
| Last date of Submission of hard copy of Bank Guarantee at SgTPP (if deposited as EMD) | On 30/06/2023 up to 10:00 hrs. |
| Date of opening bid | On or after 03/07/2023 , 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 WBPDCCL does not bind itself to accept the lowest tender and qualification of bidder will be adjudged as per sole discretion of WBPDCCL 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/WBPDCCL



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Bid Documents & Instruction to the Bidders

The bid documents consist of the following three parts: **(1)Part-I:** Deposition of requisite amount Earnest Money. **(2)Part-II:** Qualification bid & Techno-Commercial Bid **(3)Part-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 (√) 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. Any breakup (if required) must be submitted separately. In case of any illegibility of the offer submitted by bidder the interpretation by SgTPP, WBPDCCL 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, WBPDCCL 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 WBPDCCL 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 WBPDCCL 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 WBPDCCL 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 WBPDCCL and WBPDCCL 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 WBPDCCL shall be taken as part to form the Tender Documents.
- m) The tender submitted shall be valid for a period of **four months (120 days)** 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 in 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, WBDCL 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.**



SCOPE OF WORK

A.] Scope of work for Street light pole Painting & Marking at Plant area under EMOPH Department:

1. Cleaning & Scrubbing with Emery paper, Wire brush or other metal parts whichever required.
2. Apply one coat Red oxide Primer of best quality (Make-Berger).
3. Apply two coat Synthetic Enamel Paint of best quality (Make-Berger).
4. Street light pole marking with Paint.

B.] Scope of work for Painting of Different Motors, JB, Canoy and Air Washery System under EMIPH (Stage-I & Stage - II):

1. Painting at Stage-I Area

- Supply of Paint, Surface preparation by manual cleaning, chipping etc, apply one coat of red oxide Primer + Two coats of Synthetic Enamel Paint (Make: Berger)

2. Painting at Stage-II Area

- Supply of Paint, Surface preparation by manual cleaning, chipping etc, apply one coat of red oxide Primer + Two coats of Synthetic Enamel Paint (Make: Berger)



Mandatory Safety Clauses

ANNEXURE"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-ordinator 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 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 from immediate floor) | Full Body Harness, Safety Net, Life line, Helmet, Safety Shoe, Leather/ Cotton Hand gloves, etc. |
| 2. | Chipping, Grinding, Drilling, Power fasteners. | Goggles & Face Shield, Helmet, Safety Shoe, Leather/ Cotton Hand gloves, etc. |
| 3. | Chemical (Liquid & Solid) Handling, Degreasing, Spraying, Splashing. | Chemical Goggles, Safety Glasses, Face Shield, Nose Guard, Helmet, Safety Shoe, Rubber Hand gloves, Chemical suits, etc. |
| 4. | Woodworking, Sweeping, Dusting. | Safety Glasses, Face Shield, Nose Guard, Helmet, Safety Shoe, Leather/ Cotton Hand gloves, etc. |
| 5. | Welding Job, Cutting, Brazing, Soldering, to avoid injury due to flashing. | Welding helmets /welding shields used over primary eye protection, Helmet, Safety Shoe, Leather/ Cotton Hand gloves, etc. |
| 6. | Working at High Temperature. | Safety Goggles, Helmet, Safety Shoe, Heat Resistant Hand gloves, etc. |
| 7. | Metal Handling (Sharps). | Safety Goggles, Helmet, Safety Shoe, Cut Resistant Hand gloves, etc. |
| 8. | Impact, operation of Overhead Crane. | Safety Goggles, Helmet, Safety Shoe, Hand gloves, etc. |
| 9. | Electrical Works. | 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. |

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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, <ul style="list-style-type: none">• 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 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 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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ANNEXURE "SAFETY"

(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 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.

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THE WEST BENGAL POWER DEVELOPMENT CORPORATION LTD.

SAGARDIGHI THERMAL POWER PROJECT

OFFICE OF THE GENERAL MANAGER

CONTRACT CELL

WBPDCCL

Tender Ref. No.: SgTPP/CC/Tend/23-24/22/ E 710514

N.I.T. NO.: WBPDCCL/SGTPP/NIT/E2366/23-24 dated: 03-06-2023

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: 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

Signature of

Medical Officer: _____

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.

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OFFICE OF THE GENERAL MANAGER

CONTRACT CELL

WBPDC

Tender Ref. No.: SgTPP/CC/Tend/23-24/22/ E 710514

N.I.T. NO.: WBPDC/SGTPP/NIT/E2366/23-24 dated: 03-06-2023

ANNEXURE "SAFETY"

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

(FOR NIT&SERVICE /WORK ORDER)

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

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ANNEXURE "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:

| 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

g) History of Vertigo

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 at height / depth under influence of alcohol.

Date:

Name:

Signature:

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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 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) | | |

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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/WBPDC under this contract, SgTPP/WBPDC's relationship with the contractor is on a principal-to-principal basis. SgTPP/WBPDC 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/WBPDC 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/WBPDC 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 WBPDC 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 WBPDC.

(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/WBPDC, 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 WBPDC 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 Act 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 < 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 SGTTP/WBPDCCL. 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) Insurance for Employees compensation (for wages /salary > Rs. 21000/- p.m., as per ESIC norms) :

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. WBPDCCL 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 WBPDCCL 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) Insurance public liability and property damage:

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, WBPDCCL 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, WBPDCCL 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 WBPDCCL 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/WBPDCCL with in the public in the vicinity of SgTPP.

- (19)** The Contractor/ Agency has to comply with the following Acts and State 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 'WBPDCCL 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, WBPDCCL.

(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 WBPDCCL will be deducted from the monthly bill at the discretion of the controlling officer as L.D.
- (ii) **Penalty against delay in completion of job:** In 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.
- (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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CONTRACT CELL

WBPDC

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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.

ANNEXURE- IV

SPECIAL TERMS & CONDITIONS

| | | | |
|-----|---|---|---|
| 01. | Price | : | The rate will be remaining firm during the entire period of contract. |
| 02. | G.S.T. | : | G.S.T. will 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 10% 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. | Job Completion Time | : | The job has to be completed within 90 (ninety) days from the date of site handover. |
| 05. | Period of Contract | : | Six (06) months. |
| 06. | Payment Terms | : | 100% (subject to submission of 10 % CPG) of the amount will be paid to the Party after successful completion of allocated job in all respects. Bills are to be submitted in triplicate to the Controlling Officer for due certification towards final release of payment from F&A dept., SgTPP. Proportionate payment against part job may be allowed. |
| 07. | Paying Authority | : | The DGM (F&A), SgTPP/WBPDC or his authorized representative. |
| 08. | Controlling Officer | : | The Senior Manager (EMIPH) and the Senior Manager (EMOPH), SgTPP/WBPDC or their authorized representatives. |
| 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 L1 bidder subjected to discretion of tender evaluation committee. |
| 10. | Forfeiture of Security Deposit/Earnest Money | : | 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 WBPDC Authority and other penal action may be taken as deemed fit. |



THE WEST BENGAL POWER DEVELOPMENT CORPORATION LTD.

SAGARDIGHI THERMAL POWER PROJECT

OFFICE OF THE GENERAL MANAGER

CONTRACT CELL

WBPDCCL

Tender Ref. No.: SgTPP/CC/Tend/23-24/22/ E 710514

N.I.T. NO.: WBPDCCL/SGTTP/NIT/E2366/23-24 dated: 03-06-2023

| | | | |
|-----|---|---|--|
| 11. | Non-Compliance | : | In case the contractor fails to carry out his assigned job within Job Completion Time due to fault on the Part of the Contractor, the Controlling Officer or his authorized representative reserves the right impose Liquidated Damage (L.D). |
| 12. | Termination of Contract | : | WBPDCCL 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. |
| 13. | 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. |
| 14. | Quality of works | : | 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. |
| 15. | Site cleaning & removal of Scrap materials | : | Site cleaning for safety as well as for convenience of the maintenance & operation activities must be done by the party up to the satisfaction of the Controlling Officer after completion of the job. All scrap materials should be removed to the place specified by the Controlling Officer after completion of job; otherwise, the job should not be treated as 'COMPLETE'. |
| 16. | Manpower | : | Total Manpower will be supplied by the party. |
| 17. | Gate Pass | : | All the workers as well as tools & tackles should have proper gate pass as per the guidelines mentioned in General Terms & Conditions (Annexure-III). |
| 18. | Safety | : | Proper safety precaution has to be taken during execution of job as per norms of WBPDCCL (Annexure-II). Party must provide all the necessary personal protective equipment including safety helmets, hand gloves, safety belts, dust mask, goggles and ensure use. |
| 19. | Liquidated Damages (L.D)/ Penalty | : | As per Annexure-III (General Terms & Conditions). |
| 20. | Accommodation | : | Arrangement for accommodation has to be provided by the contractor. |
| 21. | Tools & tackles | : | All tools & tackles are under the Contractor's scope. |
| 22. | Scope of Supply by Contractor | : | All paints as per Annexure-I. |
| 23. | Scaffolding | : | Erection of necessary scaffolding and dismantling of the same after the completion of the job will be done by the contractor. |



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OFFICE OF THE GENERAL MANAGER

CONTRACT CELL

WBPDC

Tender Ref. No.: SgTPP/CC/Tend/23-24/22/ E 710514

N.I.T. NO.: **WBPDC/SGTPP/NIT/E2366/23-24** dated: 03-06-2023

| | | |
|-----|--------------------------|---|
| 24. | Execution of Work | : i) All the sealed paint bottles / containers will be kept under WBPDC jurisdiction during execution of the job. ii) All necessary equipment, tools, tackles, machinery etc. have to be arranged by the party without any extra cost. All the bought out items and materials must be entered through security gate with proper entry gate pass. Supply of paint is under scope of the party. iii) Necessary challans of painting bottles are to be shown to controlling officer before commencement of the job and are to be attached with the bill. iv) The contractor or his authorized representative should be present all the time so long the work continues for the safety of the workers deputed in this job. WBPDC in no way shall be responsible for safety of contractor's workmen. |
| 25. | Guarantee Period | : The jobs shall be guaranteed for a period of twelve (12) months from the date of completion of the jobs. In case of any damage of departmental equipment, existing structure or any materials due to negligence on the part of the contractor, the sole responsibility will be upon him for replacement, repair or recovery of cost thereof will be made from the bill etc. |



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OFFICE OF THE GENERAL MANAGER

CONTRACT CELL

WBPDCCL

Tender Ref. No.: SgTPP/CC/Tend/23-24/22/ E 710514

N.I.T. NO. : WBPDCCL/SGTPP/NIT/E2366/23-24 dated: 03-06-2023

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

Dear Sir,

In accordance with your Notice Inviting Tender (NIT) _____
M/s. _____ (Name of Participating Contractor) having its Registered Head Office at
_____ (hereinafter called the Bidder) wish to participate in the said Tender for
_____ (Name of Job).

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

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

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

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

WITNESS:

(Signature and Name)

(Engineer / Officer address)

(Signature and Name)

(Designation with Bank Stamp)

Attorney as per Power of Attorney No. _____

Date:

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



THE WEST BENGAL POWER DEVELOPMENT CORPORATION LTD.

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OFFICE OF THE GENERAL MANAGER

CONTRACT CELL

WBPDCCL

Tender Ref. No.: SgTPP/CC/Tend/23-24/22/ E 710514

N.I.T. NO.: WBPDCCL/SGTPP/NIT/E2366/23-24 dated: 03-06-2023

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 Acceptance No _____ 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.

We _____ [Name and address of the Bank] _____ having its Head Office at _____ (hereinafter 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



THE WEST BENGAL POWER DEVELOPMENT CORPORATION LTD.

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OFFICE OF THE GENERAL MANAGER

CONTRACT CELL

WBPDC

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N.I.T. NO. : **WBPDC/SGTPP/NIT/E2366/23-24** dated: 03-06-2023

This Bank Guarantee shall be valid up to and including

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Purchaser serve upon Bank a written claim or demand on or before@.....

Dated this..... Day of..... (Month)..... (Year)..... at.....

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Engineer / Officer address)

(Designation with Bank Stamp)

Attorney 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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OFFICE OF THE GENERAL MANAGER

CONTRACT CELL

WBPDCCL

Tender Ref. No.: SgTPP/CC/Tend/23-24/22/ E 710514

N.I.T. NO. : WBPDCCL/SGTPP/NIT/E2366/23-24 dated: 03-06-2023

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 | General | 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 | | 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 techno-commercial 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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OFFICE OF THE GENERAL MANAGER

CONTRACT CELL

WBDCL

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N.I.T. NO. : WBDCL/SGTTP/NIT/E2366/23-24 dated: 03-06-2023

| | | | | | |
|----|-------|--|--|--|--|
| 7 | | 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 (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. | | | |
| 8 | Price | Confirm whether price have been quoted in separate sealed cover strictly in the Price Bid Format of the Bidding Document. | | | |
| 9 | | Confirm whether the prices quoted by the bidder are firm during the entire execution period of contract (save as specifically provided otherwise). | | | |
| 10 | | Confirm whether bidder has enclosed a blank copy of the schedule of prices format with 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. | | | |

Signature of the Bidder/Authorized Representative with Seal



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WPDCL

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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)-----
----- do hereby declare that I have gone through all the provisions of NIT No. -----dated -----
(including subsequent Addenda/ Corrigenda and other documents) and clearly understood the
implications of all those provisions and submitting my / our bid adhering all the provisions of said NIT (including
subsequent Addenda/ Corrigenda and other documents).

B. I, _____ on behalf of M/s. _____ (name and address of the bidder) hereby declare that
M/s. _____(name of the bidder) is not blacklisted/ debarred by any Government department/Public Sector
Undertakings/ Other Government Agencies for which we have executed/
undertaken the works/ services during the last _____ year(s).

C. I, _____ on behalf of M/s. _____ (name and address of the bidder) do hereby declare that no
additions/ deletions/ corrections have been made in the downloaded/ supplied tender document and the tender
document submitted by M/s. _____ (name of the bidder) is identical to the one appearing in the procuring
entity's portal/supplied by the procuring entity. I, hereby, further declare that all the above information declared
hereinabove, are true to the best of my knowledge and in the event any of the above information at a later stage, is found
to be false, by the Procuring Entity, the Procuring Entity shall be at liberty to take any action as deemed fit at my/ our sole
risk and cost.

Signature of Bidder / Authorized representative

Seal of the Company



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ANNEXURE-V

Check List (to be uploaded)

| <u>Sl.No.</u> | <u>Mandatory Documents</u> | | Please tick(√) |
|----------------------|---|--|-----------------------|
| 1 | Scan copy of EMD: | (i) Online payment receipt/Bank Guarantee as per NIT (ii) 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, 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: | | |

| <u>Sl.No.</u> | <u>Other Documents</u> | 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 un-priced bid has to be uploaded in Cover-II. | |

SIGNATURE OF THE BIDDER