



The West Bengal Power Development Corporation Limited
(A Government of West Bengal Enterprise)
CIN No. U40104WB1985SGC039154

**NOTICE INVITING TENDER NO.
WBPDC/CORP/NIT/E1735/23-24**

Published on 14.07.2023

**TENDER DOCUMENT FOR
SURFACE TO SURFACE COAL TRANSPORTATION,
UNLOADING AND WAGON LOADING FROM
BARJORA (NORTH) COAL MINE OF WBPDC TO
BANKURA RAILWAY SIDING, INCLUDING ALLIED
WORKS**

**Registered & Corporate Office:
Bidyt Unnayan Bhaban Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III,
Kolkata : 700 1**

The West Bengal Power Development Corporation Limited (hereinafter referred as WBPDC/Employer/Owner/Purchaser which expression includes its successors and assigns) is a Govt. of West Bengal enterprise and the largest power generating utility in the state of West Bengal. It has an existing installed capacity of 4265 MW with 5 (five) power plants viz.

- i) Kolaghat Thermal Power Station (4 x 210 MW),
- ii) Bakreshwar Thermal Power Station (5 x 210 MW),
- iii) Sagardighi Thermal Power Project (2 x 300 MW+ 2 x 500 MW) ,
- iv) Bandel Thermal Power Station (1 x 60 MW+ 1 x 215 MW) and
- v) Santaldih Thermal Power Station (2 x 250 MW).

The following coal mines had been allotted to WBPDC by MoC ,GoI :

- i) Barjore Coal Mine
- ii) Barjora North Coal Mine
- iii) Gangaramchak & Gangaramchak-Bhadulia Coal Mine
- iv) Pachchwara North Coal Mine
- v) Tara (East & West) Coal Mine

The Barjora North coal mine has been allotted to WBPDC by MoC ,GoI vide allotment order no. 103/7/2015/NA dated.31.03.2015.

Tender-cum –reverse e-auction is hereby invited by **the Deputy General Manager (M&C-I/C), The West Bengal Power Development Corporation Limited** from the resourceful, well experienced and financially sound Agencies/ Companies through electronic tendering (e-tendering) , for “*Surface to surface Coal Transportation , Unloading and Wagon Loading from Barjora (North) Coal Mine of WBPDC to Bankura Railway siding, including allied works*” as per detailed scope of work mentioned in this NIT document.

1. **Title of the NIT** : *Surface to surface Coal Transportation , Unloading and Wagon Loading from Barjora (North) Coal Mine of WBPDC to Bankura Railway siding, including allied works*
2. **NIT NO.** : WBPDC/CORP/NIT/E1735/23-24
(Tender ID : 2023_WBPDC_546754)
3. **Scheduled dates of e-tendering :**
 - i) Publishing Date : **14.07.2023 at 10:00 HRS.**
 - ii) Document Download start date : **14.07.2023 AT 10:00 HRS.**
 - iii) Site Visit : **Till 24.07.2023 at 15:00 hrs.**
 - iv) Pre-bid queries submission end date : **24.07.2023 AT 15:00 HRS.**
 - v) Pre-Bid meeting : **25.07.2023 AT 15:00 HRS.**
 - vi) Pre-Bid query reply upload : **Within 26.07.2023 AT 12:00 HRS.**
 - vii) Bid submission start date : **26.07.2023 AT 12:00 HRS.**
 - viii) Bid submission end date : **08.08.2023 AT 12:00 HRS.**
 - ix) Technical Bid opening date : **10.08.2023 AT 12:05 HRS.**
 - x) Uploading of Technical Bid Evaluation sheet : To be notified later
 - xi) Financial Bid opening date : To be notified later
 - xii) Date of reverse auction : To be notified later
 - xiii) Uploading of Financial Bid evaluation sheet : To be notified later
4. **Mode of tendering** : Tender cum Auction (Reverse e-auction for L1 price)
5. **Estimated cost** : **Rs. 48.20 Crore (including GST and escalation based on diesel rate as on Apr'23)**
6. **Contract period** : **One year with a provision of 1 year extension**
7. **Quantity of coal to be transported** : **12 lac Tonne with a provision of 100% enhancement (subject to satisfactory performance of the party)**
8. **Bid Security/ EMD** : **Rs. 96.40 Lakh**

(Hardcopy of BG and Notarized Declarations have to be submitted at the office of the DGM (M&C-I/C)

,Corporate within 3 days after opening of technical bid.

Please do not submit the above hardcopies before opening of technical bids)

- 9. Security Deposit : 10% of total work order value**
- 10. Name, Designation, Address of the tendering authority :**
The Deputy General Manager(M&C-I/C) , Corporate
The West Bengal Power Development Corp. Ltd.
Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block,
Sector-III, Bidhannagar,Kolkata-700 106
- 11. Address for Communication : Related to NIT :**
Ipsita Chaudhuri, Manager ,M&C, Corporate,
West Bengal Power Development Corporation Limited,
Bidyut Unnayan Bhaban, 6th Floor, 3/C, LA Block,
Sector-III, Bidhan Nagar, Kolkata-700106.
Contact No: +91: 033 -2339 3625 / 9830616477
Email id: ichaudhuri@wbpdcl.co.in

For Site visit :

i)MIR TAIBUR RAHAMAN , The Agent (Barjora North Coal Mines) , 9147106607

ii)SOURAV BISWAS ,Sr. Manager ,Mine Management Cell ,WBPDCI , 8336907718 , s.biswas@wbpdcl.co.in

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INSTRUCTIONS TO BIDDERS

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.

➤ Registration of Bidders

Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Govt of India. (viz. nCode Solution, Safescrypt, e-Mudhra, TCS, MTNL, IDRBT) or as mentioned in e-tendering portal of GOWB <https://wbtenders.gov.in>. DSC is given as a USB e-Token. After obtaining the Class II/III Digital Signature Certificate (DSC) from the approved CA they are required to register the Digital Signature Certificates through the registration system available in the website.

➤ Collection of Tender Documents

Interested bidders will have to download the tender documents from the website <https://wbtenders.gov.in> directly with the help of the e-Token provided. This is the only mode of collection of tender documents.

2. SITE VISIT

The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, go through siding details connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

It shall be deemed that the Bidder has got himself acquainted with the mining conditions and geological details available for the proposed work site.

3. PRE-BID DISCUSSION

The queries (in soft editable form as well as signed pdf)for Pre-Bid shall be sent to the email id ichaudhuri@wbpdcil.co.in (i.e. in soft editable form as well as signed pdf) within the stipulated date mentioned in the schedule of e-tendering in order to seek any additional information or to furnish additional clarification , if any , needed on the scope of work and NIT .

The pre-bid meeting shall be held at the Corporate Office , WBPDCI as per the schedule given in this document.

Attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of 2 (two) representatives from each Bidder shall be allowed to attend the pre-bid meeting.

However, WBPDCI may in its sole discretion respond to such queries submitted by any Bidder or amend the NIT as required, but is under no obligation to do so.

The clarification (s) /decision(s) against the queries/points as would be given by WBPDCI and such decision shall form the integral part of this NIT & shall be binding on all the participating bidders. The outcome of the pre –bid meeting shall be uploaded in the e-tender portal as an intergral part of the NIT .

4. EARNEST MONEY DEPOSIT

- A. Value of EMD: Rs. 96.40 Lakh**
B. Mode of submission:

EMD shall be submitted ONLINE through this portal.

To submit BG, bidders shall have to opt for EXEMPTION in this portal and scanned copy of the BG is to be uploaded in the portal. After completion of the bid-submission period, the original BG must be submitted at the office of General Manager (M&C), Corporate Office, WBPDC, at the specified date and time. Otherwise, your bid shall not be considered for evaluation.

Bank Guarantee (BG) shall be from any scheduled bank authorized to do the business in India. Bank Guarantee will be in the name of "The West Bengal Power Development Corporation Limited." The Bank Guarantees (BG), if submitted, should remain valid for six months' period from the date of opening of the Tender.

Bank Guarantee (BG) of following categories of Banks may be accepted:

- Any scheduled bank incorporated in India. BG 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 (RBI) as a scheduled foreign bank.

Or

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

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

C. Refund of EMD:

i. In case of unsuccessful bidder(s):

EMD amount (deposited online) of the unsuccessful bidders, shall automatically be returned to the respective debited accounts from the e-tender portal. Earnest Money (if deposited through BG) will be refunded within seven (07) days from the date of finalization of the contract on the successful bidder and against a request letter to the GM (M&C),Corporate, the WBPDC .

ii. In case of rejected bid(s):

EMD amount (deposited online) of the bidders, shall automatically be returned to the respective debited accounts from the e-tender portal .

Earnest Money (if deposited through BG) will be refunded accordingly against a request letter to the GM (M&C), Corporate, the WBPDC .

iii. In case of cancellation of the tender, the deposited EMD amounts shall be returned to the respective bidders automatically to the respective debited accounts from the e-tender portal . Earnest Money (if deposited through BG) will be refunded accordingly against a request letter to the GM (M&C),Corporate, the WBPDC.

iv. In case of successful bidder: EMD (deposited either through ONLINE or through BG) will be refunded against a request letter to the GM (M&C),Corporate, the WBPDC , mentioning the reference to NIT No., date of tender, amount and mode of Earnest money deposit-all in a complete form. Earnest Money deposited by the successful bidder will be released after deposition of entire 'Security Deposit'. In case of EMD submitted online , it may be adjusted with the total Security deposit amount of the entire

contract and in that case, it will be refunded after the completion of contractual period covering claim period.

There is no exemption in EMD.

No interest shall be payable by the Corporation on the Earnest Money that is refunded to unsuccessful bidders under any circumstances.

D. Forfeiture of Security Deposit/Earnest Money:

Earnest Money submitted will be liable to forfeiture on the following grounds:-

- i. For failure of bidders to accept the order / LOI / LOA placed within the validity period of their offer
- ii. 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.
- iii. WBPDC reserves the right of forfeiture of Earnest Money deposit in case the bidder(s) after opening of tender, withdraws amends, impairs, derogates, or revokes his tender within the validity period or extension thereof.
- iv. If the bidder does not accept the arithmetical correction of its bid price.
- v. For failure to submit contract performance guarantee within stipulated date.
- vi. If the acceptance of order is not received within the stipulated period.
- vii. On providing false or incorrect information in respect of qualifying requirement or any other information.
- viii. In case of successful bidders who does not execute the awarded job, necessary action under the provisions of Corporation's Blacklisting Policy may be initiated.
- ix. Other conditions mentioned in this tender document.

5. QUALIFYING REQUIREMENT

- i. Bidder should be a single entity (JV/Consortium are not allowed) domestic bidders including an individual, proprietorship firm, partnership firm, and company .
- ii. Bidder should neither presently have blacklisted by, nor should be engaged in any enquiry or pending legal issue with the any State Government in India or Government of India. (Declaration duly Notarized needs to be submitted by the bidder)
- iii. The Bidder must have no adverse record or defaulter of statutory liabilities. (Declaration duly Notarized needs to be submitted by the bidder)
- iv. Credential of execution of similar type of work should be directly under the Government/ Quasi Govt. organization/Reputed (as per discretion of WBPDC authority) Private Organization/ Power Plant during last 7 years ending **30.06.2023** as follows :
 - a) Three similar completed work each with value(including taxes and duties) not less than **Rs. 19.28 Crore**
Or
 - b) Two similar completed work each with value(including taxes and duties) not less than **Rs. 24.10 Crore**
Or
 - c) One similar completed work with value(including taxes and duties) not less than **Rs. 38.56 Crore**
Similar work means "Any work involving transportation & / or loading (as per the items of work specified in the proposed job) / removal of sand/coal/Ash/Overburden/Shale/extraneous materials .".

v. Average Annual Turnover during last 03 (three) financial years i.e. years i.e. FY 2019-20 , FY 2020-21 , FY 2021-22 should be at least Rs. 14.46 Crore.

vi. The net worth of each FY 2019-20 , FY 2020-21 , FY 2021-22 should be positive.

The Bidder shall fulfill the said Qualifying Requirements satisfactorily as stipulated hereinabove and submit documentary evidences as applicable. Authenticated scanned copies of all documents are to be uploaded in the designated locations of the e-tender portal and original documents of above copies are to be produced on demand.

6. SUBMISSION OF TENDER DOCUMENTS

A) Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the bid.

Bidders are to keep track of all the Addendum / Corrigendum issued against the particular NIT and download copies of the above documents and merge the Addendum / Corrigendum with respective NIT. No need to upload the published NIT documents, instead upload the declaration as per format given in Annexure II .

Bidders are required to upload all the tender documents along with the other documents, as asked for in the tender and the addendum / corrigenda of the tender, if published, through the above website within the stipulated date and time as given in the Tender.

The documents uploaded must be scanned against any virus and digitally signed using the Digital Signature Certificate (DSC).

B) Bidders must download tender specific documents (NIT, BOQ etc) from <https://wbtenders.gov.in>, prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations viz.

Cover #1 : "Fee/PreQual/Technical" &

Cover #2 : "Finance" for BOQ sheet duly filled up. Bidders needs to fill up the rates of items in the BOQ, downloaded for the supply, in the designated cell of the BOQ spreadsheet and upload the same in designated location of Cover #2 .

- ✓ The bid and other supporting documents uploaded by the bidders should be in only English language. Bid in any other language is liable to be rejected.
- ✓ Currency should be in INR.

C) No alteration in the Bid or in the amount(s) or any addition by way of special stipulation will be permitted.

D) Any Bid which is incomplete, ambiguous, or not in compliance with the Bid Document is liable to be rejected.

7. ONE BID PER BIDDER

a) Each Bidder shall be allowed to submit only one Bid. A bidder who submits more than one Bid will be disqualified.

b) The NIT/Bid is not transferable.

8. COVER 1
DOCUMENTS :
TECHNICAL
BID

- A) Company statutory documents and declarations :
- i. Partnership Deed/Co-operative society Bylaw/MOA/Trade License/Company Registration Certificate/any other statutory document alongwith Bidder information sheet as per Annexure-I furnishing name, residential address, phone no, e-mail address and place of business of person (s) authorized to sign the tender with signature of appropriate authority with designation and seal of the Company and submit Power of Attorney / authorization to bid on behalf of the bidder in case the bidder himself is not signing the tender document.
 - ii. Declaration as per Annexure –II towards acceptance of the NIT, GCC and other information uploaded by WBPDC/Corp regarding this NIT and an undertaking that the agency has no adverse record or defaulter of statutory liabilities and as an undertaking letter that they are not blacklisted/debarred in any organization **at the time of submission of the bid** : To be executed on non-judiciary stamp paper of Rs. 10 and duly notarized – to be filled & duly signed and sealed by authorized signatory of the bidder and upload it.
 - iii. Valid PAN Card and IT Return of AY2020-21 , AY2021-22, AY 2022-23
 - iv. Valid GST Registration Certificate
 - v. Valid PF establishment code supported by latest PF return-cum-challan
 - vi. Valid ESI code supported by ESIC challan /Declaration on Workmen compensation
- B) Credentials viz. the completion certificate shall clearly indicate the main work order, ordered value and executed value of the work, scheduled and actual time of completion and must mention about the successful completion of the entire work and performance of the vendor. The completion certificate shall be from appropriate/ ordering authority.
- C) Audited Accounts along with Audit report for FY 2019-20 , FY 2020-21 , FY 2021-22 .

N.B : WBPDC/Corp reserves the right to reject any bid if any or all of these certificates have not been submitted or if the certificate from statutory authorities indicating exemption or non-applicability with regard to any as above has not been submitted. The WBPDC/Corp reserves the right to reject any tender or all tenders received at its discretion without assigning any reason whatsoever. The WBPDC/Corp is not necessarily bound to accept the lowest offer.

D) Technical proposal with unpriced BOQ.

Note:

- All declaration and undertakings must be executed on non-judiciary stamp paper of Rs. 10 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder and upload it.
- Subcontractor's credentials are not acceptable. Credentials on working as a subcontractor are not accepted.
- Authenticated scanned copies of all documents are to be uploaded in the designated locations of the e-tender portal and original documents of above copies are to be produced on demand.
- The offers of the Bidder not meeting the Qualifying Requirements and not producing supportive documents shall be summarily rejected and no correspondence whatsoever shall be entertained.
- The Authority reserves its right to verify the documents/information submitted by the bidder.

Non-submission of any one of the above documents, non-compliance with the given format, submission of incomplete documents and false claims may disqualify the bidder and the bid document submitted, if any, may be rejected outright without any further reference to the bidder.

9. COVER 2 :
FINANCIAL BID

The financial proposal to be submitted in Cover#2: Finance and should contain the “Bill of Quantities (BOQ)”. The bidder is to quote the basic rate excluding GST in the space /cell marked for quoting rate in the BOQ. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder). **GST for transportation 5% and loading –allied works 18%.**

10. CONDITIONAL
AND
INCOMPLETE
TENDER

- i. The offer must accompany Declaration as per annexure-II , and hardcopy of the BG as EMD.as applicable as indicated above failing which it will be summarily rejected.
- ii. Conditional and incomplete tenders are liable to summary rejection.
- iii. The entire offer to be submitted by the bidder should be unconditional. Any information, assumption, statement having a direct or indirect relation/ correspondence with the quoted rates shall be treated as a condition and as such a deviation from the tender norms stipulated in the tender documents. Bidders are, therefore, requested to thoroughly scrutinize the entire tender document and seek clarifications if required before submission of tender.
- iv. Bidder must quote for all items mentioned in BOQ sheet with all cells filled-up must be uploaded. Non-submission of this sheet and partial quoting will lead to rejection of the bid.
- v. If any bidder fails to produce any original hard copies of the documents like Completion Certificate or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the bidder and action may be referred to the appropriate authority for prosecution as per relevant IT Act.
- vi. **All the uploaded annexures and declarations documents will have to be attested by the bidder with official seal of the agency / company .**
- vii. The Corporation reserves the right to accept / cancel any or all tenders without assigning any reason whatsoever. The corporation does not bind itself to accept the rate quoted by the lowest bidder and reserves the right to accept or to reject any or all the tenders or to split the whole work for entrusting the same to more than one agency/company.
- viii. The bidder is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Bidder finds discrepancies or omissions in the Bid documents or is in doubt as to the true intent or meaning of any part thereof, he can submit his query within the date stipulated in the NIT for further clarification. Any query for clarification in the above respect after the submission of bid shall not be entertained. After receipt of such interpretation or clarification the Bidder shall submit his Bid but within the time and date as specified in the invitation to Bid. All such interpretation and clarification shall form an integral Step of the tender documents and must accompany the bid.
- ix. **The agency has to submit written clarification and information if any, verbal clarification and information shall not be accepted.**
- x. Cost of bidding : All the expenses, incidental to the submission of the tender, discussion, conferences, if any, shall be borne by the bidder irrespective of whether the tender is accepted or not and the WBPDC shall bear no liability whatsoever.

- xi. Any document asked for clarification or any shortfall documents against uploaded tender submitted by the bidder shall become the property of the WBPDCI and The WBPDCI shall have no obligation to return the same to the Bidder for any reason whatsoever.

11. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids as well as up to price bid opening, WBPDCI may, for any reason whether at its own initiative or in response to a clarification requested by prospective Bidders, modify the Bidding document by issuing addenda/Amendments. The amendment/addenda shall be part of the Bidding documents, and will be notified electronically to all prospective bidders and shall be binding on them. The Bidders will be required to acknowledge receipt of any such amendment to the Bidding documents only by uploading the Annexure-II duly signed and sealed. In order to provide time to prospective Bidders to take into account such amendment in preparing their bids, WBPDCI may, at its discretion, extend the deadline for the submission of Bids. Owner shall in no way responsible if the bidder fails to take notice or act in accordance to the addenda/Amendments issued time to time. WBPDCI may, at its discretion, extend the deadline for the submission of bids by amending the Bidding documents, in which case all rights and obligations of WBPDCI and bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

12. OPENING & EVALUATION OF BID

A) Opening of Cover 1 : Technical Cover alongwith other important documents

- a) Technical covers will be opened by the Deputy General Manager , M&C-I/C , Corporate, WBPDCI or his authorized representative electronically from the website using their Digital Signature Certificate.
- b) Interested bidders may see the tender portal after opening of tender.
- c) Decrypted (Transformed into readable formats) documents uploaded under the **Cover 1 : Technical Cover** will be downloaded, and handed over to the Tender Evaluation authority.
While evaluation, the Committee may summon the Bidders and seek clarification / information additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders.

Any attempt by a bidder to influence the Owner in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

B) Technical bid evaluation

Evaluation by The WBPDCI shall be based on the documents as uploaded by the bidder as per the tender clauses.

All QR documents viz, declarations, annexures, statutory documents, credentials, financial documents will be checked. If EMD submitted in BG , non-receipt of hard copy at WBPDCI shall lead to disqualification of the bidder.

The requirements as stipulated in the tender documents are the minimum ones and The WBPDCI has the right to ask for any additional information, if necessary, in case the documents uploaded by the bidder are found inadequate. The WBPDCI reserves its right to reject any tender, if the bidder is found not qualified to perform the work satisfactorily. The WBPDCI reserves the right to reject any tender, at any stage, if the bidder is found to have become qualified by giving incorrect and/or false information. The bid without declaration as per annexure –II will be disqualified.

Notwithstanding anything stated above or elsewhere, The WBPDCI reserves the right to assess the capability and capacity of the bidder, should the circumstances warrant such assessment in the overall interest of The WBPDCI.

Pursuant to scrutiny and decision of the Technical Evaluation Authority, the summary list of eligible bidders for which their Financial Proposals will be considered will be uploaded for the above in the web portals.

C) Tender-Cum-Reverse auction Procedure

i)BOQ sheet, under Cover 2: Finance, uploaded by the Technically Eligible Bidders declared by the Tender Evaluation authority will be opened electronically from the web portal on the prescribed date. **Tender cum auction will be on the quoted price excluding GST.**

ii)Without disclosing the name of the L1 bidder, reverse auction is conducted on a pre-scheduled date considering L1 price as the starting price. Only qualified bidders are allowed to participate.

iii)The starting price, bid decrement and bid life (stipulated time frame for displacing a bid) are announced before the start of the auction.

iv)Bidders can thereupon start bidding in an iterative process wherein bid of lowest bidder at any given moment and within the stipulated time frame (bid life) can be displaced by an even lower bid of a competing bidder. All bidders will see the current lowest quote. More than one bidder cannot give an identical price, at a given instant.

v)The process ends when a price quote is not further displaced by another lower quote within the stipulated time frame (bid life).

vi)The last quote is then considered as the final L1 price.

D) Price bid evaluation

At the end of reverse auction, the L1 bidder has to submit break up of prices conforming to the lowest landed rate (cost to WBPDCI/company) quoted by him in the reverse auction.

Evaluation will be done only on the total rate quoted in the BOQ sheet (including GST), which shall be inclusive of rate.

The bidder will not be allowed to increase the rate of any item while submitting the break up. While giving the break up, the bidder will have to consider same rate of taxes and duties as quoted while submitting the e-price bid. In case the bidder(s)fail(s) to submit the break-up of cost to WBPDCI price within stipulated period **or the break up does not match with total offered price or a close lower value thereof**, the WBPDCI will be at liberty to place order by **preparing the break-up of the offered composite cost to WBPDCI price (or close lower value thereof) by proportionately reducing the item rates** on the basis of the breakup of the e-price bid submitted by the bidder along with the initial offer and the same will be **considered as bidder's offer and binding** on the bidder.

After evaluation of price-bid, by Tender Evaluation authority, the final summary result, name of the successful bidder and the rates quoted will be uploaded. The Tender Accepting Authority may ask any of the Bidders to submit analysis to justify the rate quoted by that bidder.

Issue of tender documents to any bidder will not be construed that such bidder is automatically considered qualified for the entire tender process.

The WBPDCI reserves the right to accept any tender or reject any or all the tenders or cancel/withdraw the invitation for tender without assigning any reason whatsoever. Such decision taken by The WBPDCI shall not be subject to raising of question by any bidder and The WBPDCI shall bear no liability consequent upon such decision and the bidder shall have no claim in this regard against The WBPDCI.

13. VALIDITY OF BID

Bid shall remain open for acceptance by the Owner for a period of One hundred Eighty (180) days from the last date of opening of the Bid. During this period the Bidder shall not withdraw or amend his Bid.

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

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

14. DEVIATIONS

No deviation is allowed to the NIT

15. CANVASSING PROHIBITED

Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Facilitators who resort to canvassing will be liable to rejection

16. REJECTION OF BID

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

17. CANCELLATION OF TENDERS

WBPDCI may cancel the tender at his discretion without assigning any reasons whatsoever. In that case bid security will be released without interest. WBPDCI will not be liable for any other expenses incurred by the bidder to participate in the tender.

SCOPE OF SERVICES

18. STATUS OF THE COAL BLOCK

.Location:

The Barjora North Block in Barjora Coal field lies between latitudes 23° 25' 55''N and 23° 27' 42''N and Longitudes

87° 13' 48''E and 87° 15' 36''E and falls within the administrative jurisdiction of Barjora Thana in the Bankura district of West Bengal. The area is covered by the survey of India Topo Sheet No. 73M/3 and 73M/7 on R.F.1:50,000.

The nearest Railway station from Barjora Coal field is Durgapur Railway Station at a distance of 15 Km, located on the Howrah-Delhi Main line of Eastern Railway. Barjora block is connected to Durgapur by a metal road via Durgapur Barrage. An all-weather metalled road connecting Barjora (lying on the Durgapur-Bankura Highway) and Saltora passes almost along the North- Eastern boundary of the Barjora coal field.

M/S Montecarlo Mining Pvt Ltd. is selected as "Mine developer & Operator" for this mine

Peak Capacity:

The peak capacity of the mine is 2.25 million Ton for FY 2023-2024 . The coal produced from the mine will be used exclusively in the power plants owned by WBPDC.

19. TRANSPORTATION OF COAL

MDO will load the coal to tippers.

WBPDC intends to engage a reputed contractor through Tender –cum-reverse auction to transport about 12 lac ton of coal with a provision of 100% enhancement subject to satisfactory performance from the said mine to the Bankura railway siding (surface to surface coal transportation) by tippers and also to load the coal to the railway wagons from goods shed of the railway siding by pay loaders (mechanical loaders) alongwith allied works.

20. SCOPE OF WORK

Detailed provisions in regard of scope of work and technical features/specification of services, contained in the Bidding Documents shall be final and binding. The scope includes the following Activities:-

- i. Transportation of coal by tipping trucks from Barjora(North) coal mine of WBPDC to the Bankura Railway siding at a lead distance of about 42.7 KM
- ii. Loading of coal into the railway wagons by pay loader.
- iii. Execution of other allied jobs at the siding :
 - a) Door closing of the wagons and Gutka fittings
 - b) Cleaning of rail tracks , rail weighbridge and road weighbridges
 - c) Operation of DG set and maintenance of lighting at the railway siding

- d) Provide security for guarding the coal , railway wagons and all other properties of WBPDC
- e) Provide sufficient number of CCTV camera as advised by the WBPDC representative.
- f) Stacking and shifting of coal as and when required.
- g) Maintenance of approach road to siding and within the siding
- h) Water spraying from the main road to siding and within the siding also
- i) Bidder will be liable for paying demurrage ,if any, due to bidder's failure in transporting ,loading or any other reason
- j) Bidder will be sole responsible for any shortage of coal in the siding
- k) Bidder will be liable to be penalized for idle freight or penal overloading
- l) Any other work as directed by the representative of the WBPDC.

iv. Removal of Extraneous materials:

The extraneous material/stone/shale/oversized lumps are to be removed from the rail way yard before loading into the wagon and shall be kept in a separate place.

V. Entire coal transportation in Barjora (North) coal mine has to be done under geo-fencing and through GPS enabled trucks.

vi. ***Dust suppression must be done by using fog canon only.***

- i. Loaded dumpers will be weighed at mine end road way bridge
- ii. Before unloading at siding, the trucks / dumpers will be weighed again and any shortfall or difference of weight shall be noted.
- iii. After loading into wagons, the RR weight at Railway Weighbridge is to be noted and payment shall be made on RR weight .

In absence of any rail weigh bridge at Bankura siding , weighment of rake will be done at ADRA/STPS or as per Railway facility available.

- iv. Any shortfall beyond 0.5% during transportation and loading into wagon will be calculated for penalty considering RR weight and weight measured at mine end on monthly basis taking into account the remaining stock at the siding.

21. WEIGHMENT OF COAL

- v. If Rail Weighbridge is out of order then weight measured at power stations weigh bridge has to be considered for payment.
- VI. ***If both the weighbridge (both Rail Weighbridge at siding or at enroute to power station and at the power station) installed are out of order / defective / not available then weighted average quantity of coal for immediately preceding 7 days shall be the basis of determining the quantity of coal and shall be considered for payment.***

COMMERCIAL TERMS & CONDITIONS

22. PRICE

a) Price components :

- i. Basic rate quoted for “transportation of coal per ton ” from coal mine to Bankura Rly siding at a lead distance of 42.7 KM approximately and
- ii. Basic rate quoted for loading of coal by pay loader to wagons per ton of coal shall remain FIRM throughout the execution period of the contract
- iii. Basic rate quoted for execution of allied works for per MT of coal shall be firm throughout the execution period.

b) Price variation compensation / recovery on account of Diesel (in Rs./MT for coal) =

$$R_0 \times a \times (D_1 - D_0) / D_0$$

Where

R_0 = Base rate (in Rs./MT for coal)

a = constant

(for lead distance of 42.7 KM , for surface to surface coal transportation by 10 wheeler tippers, **a=40.10% or 0.4010** and for loading by pay loaders , **a= 27.63% or 0.2763**)

D_1 = Current price of Diesel component (Retail diesel price from nearest diesel depot has to be considered)

D_0 = Base price of Diesel component (Here **D_0 = Rs. 92.76/Litre**) as on Apr'23.

Price components (i) and (ii) are subjected to any change in rate applicable only for change in price of diesel.

The escalation / de-escalation rates due to change in price of diesel will be calculated as per above formulae and conveyed after approval of the Director (Mining), WBPDC.

c) Payment for loading would be made on the basis of RR weighment.

d) If the lead distance is more than or less than 42.7KM **due to justified reason** then rate corresponding to that lead distance will be **increased /decreased proportionately** for coal transportation, after **approval of the competent authority**. Note : Lead distance = one way least distance (average distance of onward & return trip)

23. GOODS AND SERVICE TAXES

GST rates is mentioned in BOQ sheet. Any change in GST rate will be applied accordingly. **price quoted for each items specified should be without GST.**

24. TERMS OF PAYMENT

24.1 Party shall submit monthly running on account bills supported with receipted challans for the measurement of work / certified by the official authorized by the WBPDC for the purpose..

24.2 PROGRESS PAYMENTS

- i. 90% payment of the bill may be done on monthly/quarterly basis after submission of bill to the controlling officer and due certification by him.

Such payment will be disbursed if the duly certified invoices submitted by the party are in correct format complying with the terms and conditions of the order and GST clauses. If any delay will occur for any reason ad-hoc payment may be processed as per approval taken from the Competent Authority of WBPDCI.

- ii. 10% of the bill value shall be retained as security deposit which shall be returned after three (03) months of the completion of the job (The date of completion of the work will be certified by the Engineer-in-charge).

24.3 Tax Invoice(s) needs to be issued by the successful bidder for raising claim showing separately the tax charged in accordance with provisions of GST Act,2017.

24.4 Payment for the work done by the contractor shall be made on the basis of the weighment of each tipping truck on the weighbridge of colliery which should be counter checked with the weighment at the Siding and also with the actual despatch from the Siding/ R.R of wagons. Payment shall be made by the paying authority for the bills submitted on MONTHLY basis subject to such verifications as he may consider necessary and making deductions on account of income-tax, security deposit, and penalty / recoveries etc. as per terms & conditions and statutory obligations. The payment should be done on R/R weighment.

24.5 The reconciliation of transport quantity will be made by taking into account at the loading end and unloading points along with the quantity as per R.R weighment for the billed period after adjusting for opening and closing stock, if any.

24.6 PAYMENT TO THE COAL TRANSPORT CONTRACTOR SHALL BE MADE ON THE BASIS OF FOLLOWING CRITERION:-

i) Manager / Agent of the colliery sending the transport bill for payment should clearly certify on the face of the bill, the quantity of coal transported and admitted for payment. This should be done by him after ensuring that each trip of transport is properly recorded both at the loading end and at unloading end and as per approved route and distance.

ii) Monthly reconciliation of coal transport should be made with despatch quantity.

iii) Reconciliation of the coal transport will be the responsibility of the Colliery Agent. After this exercise, a certificate should be given from his end that Coal Transport quantity has been reconciled with R/R and /or despatch quantity and there is no shortage.

iv) On reconciliation of coal transport, if there is a shortage, the value of the same is to be recovered from the contractor for the quantity, beyond the permissible limit of 0.5%.

v.) The surplus and shortage cannot be offset against each other after the Monthly Reconciliation.

vi) SYSTEM OF RECONCILIATION

For Coal Transport:

a. If there is Weighbridge only at the loading end the weighment as recorded at the weighbridge is to be reconciled with R/R for the month and value of coal for the shortage beyond the permissible limit as laid down under clause 30 for PENALTY FOR SHORTAGE OF COAL needs to be recovered from the contractor.

b. The next Challan will be issued only when the earlier Challan issued, is returned duly endorsed from the receiving end.

24.7 PRODUCTION OF EVIDENCE FOR PAYMENT OF GOVT. DUES CONNECTED WITH THE WORK:

The contractor has to produce evidence of payment of Government dues (e.g. toll taxes, Service tax) which he is under legal obligation to pay to State Government or any other legal authority to the WBPDCI every month. After production of evidence of payment for taxes , it will be reimbursed.

25. CONTRACT PERIOD

One year from the date of Letter of award. There is a provision of one year extension of contract period as per discretion of WBPDCI subject to satisfactory performance of the contractor .

26. CONTROLLING OFFICER

The General Manager (Mines), Durgapur or his authorized representative of WBPDCI

27. PAYING AUTHORITY

The General Manager (F&A)/Corporate, WBPDCI shall be the paying authority of the said job.

28. CONTRACT PERFORMANCE SECURITY DEPOSIT

The successful **bidder** will have to deposit contract performance security, in the form of Demand Draft/ bank Guarantee for satisfactory execution and completion of the work in accordance with the provision of the contract.

Contract performance security amount shall be equivalent to 10% of the contract value .

The amount on account of performance security, mentioned above can be deposited in the following manner :

1. **In case performance security deposit submitted in form of DD**, the online transacted amount as EMD by the successful bidder shall be converted into performance security deposit and bidder has to deposit the rest amount in the form of DD as performance security deposit equivalent to the difference of “10% of the contract value” and “EMD amount converted into performance security”.
2. It shall be deposited within 30 (thirty) days from the date of issuance of Work Order.
3. In case the guarantee is given in the form of Bank Guarantee (BG), then it should be issued from any Scheduled Bank. Upon submission of this security , the BG submitted as EMD submitted by the bidder will be released.

• **Refund of Security Deposit :**

On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the WBPDCI shall be refunded.

Performance Security (1st part of security deposit) shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge).

Retention Money (2nd part of security deposit) shall be refunded after 90 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge).

The company shall be at liberty to deduct appropriate sum from the security deposit such sums as are due and payable by the contractor to the WBPDCI as may be determined in terms of the contract and the

amount appropriated from security deposit shall have to be restored by further deduction from the contractor's subsequent on account running bills, if any.

The security deposit shall be refunded within the period as above from the date of satisfactory completion of the work as per the work order or from the date of termination of work by the management, subject to recovery of the WBPDCI's dues from the contractor on the date of termination. The amount of security deposit shall bear no interest.

29. LIQUIDATED DAMAGE

Refer clause no.40 for "COMPENSATION FOR DELAY" .

30. PENAL CLAUSES / RECOVERY OF DAMAGES

(a) Any shortfall in the quantum of work done by the contractor is to be done by the WBPDCI at the risk and responsibility of the contractor.
(Note : This is a penal clause for inadequacy to carry out work by you and not a clause for shortage of coal at Railway siding)

(b) Contractor to remain liable to reimburse such extra cost/ expenditure as is incurred by the WBPDCI,

(c) Forfeiture of security deposit due to unsatisfactory performance / violations / breach of terms of contract,

(d) Recovery of monetary loss/ damage to the WBPDCI arising out of any action on the part of the contractor,

(e) PENALTY FOR SHORTAGE OF COAL

The permissible variation limit is kept as 0.5% between the quantity transported at loading point and R/R weight.

In case, there is any variation beyond the permissible limit of 0.5 % in the quantity of coal transported as per the weighment at the loading end Weigh Bridge and R/R weighment, the recovery for such short fall shall be made at the rate of DOUBLE the price of Coal as per CIL rate inclusive of tax from the bills of the contractor.

Note: The basic price of coal is Rs. 827 per MT (CIL current price which may vary)

The transportation charge should be given on the R / R weighment on monthly reconciliation basis. The places where the weighbridge exists both at the loading & unloading end, weighment should be taken at both ends.

(f) PENALTY CLAUSE FOR DEMURRAGE

i. The contractor shall ensure that there is no detention of wagons at the railway siding due to failure of transportation of sufficient quantity of coal to the siding and in case of such failure the contractor shall be held responsible and demurrage if any, paid by the WBPDCI shall be recovered from the contractor's bill / dues / security deposit.

ii. The contractor engaged for loading the Railway Wagon, shall also ensure that wagons are loaded as per their capacity and no overloading and under loading is done. The loading of wagons should be done under strict supervision of the contractor, who will ensure that no overloading and under loading is done.

iii. Penalty for Overloading :

Any penalty imposed by Railway for overloading of wagons shall be recovered from the agency/ contractor .

iv. Penalty for under loading :

Total chargeable weight of all the wagons together as mentioned in RR will be considered for calculation of penalty in respect of shortfall of loading quantity of the rake. Weight is measured in “TON”.

Shortfall will be calculated as follows :

Shortfall quantity (Qs) , Ton = Total Chargeable weight of the rake as per RR (Wc) less Actual loading weight into rake (Wa).

Loading charge per ton =R , say .

Condition	Penalty charges	Illustration
1. For loading from 95% upto 100 % of Chargeable weight	Nil	No penalty
2. For loading from 90% to 94.99% of Chargeable weight	2 x Shortfall quantity x Loading charge per ton (R)	W _{a1} = Actual loading between 90% to 94.99% . W _{95%} = 95% of Chargeable weight Penalty (A) = 2 x (W_{95%} - W_{a1}) x R
3. For loading from 85% to 89.99% of Chargeable weight	3 x Shortfall quantity x Loading charge per ton	W _{a2} = Actual loading between 85% to 89.99% W _{90%} = 90% of Chargeable weight Penalty (B) = A+ [3 x (W_{90%}- W_{a2}) x R]
4. For loading from 80% to 84.99% of Chargeable weight	4 x Shortfall quantity x Loading charge per ton	W _{a3} = Actual loading between 80% to 84.99% W _{85%} = 85% of Chargeable weight Penalty (C) = B+ [4 x (W_{85%}- W_{a3}) x R]
5. For loading below 80% of Chargeable weight	60% of actual loading of the rake	Penalty (D) = 0.60 x Wch x R

v. The work shall have to be performed by the contractor round the clock on all the days OR as advised by the WBPDC/CL OR Controlling Officer.

(g) PENALTY FOR GRADE SLIPPAGE

If there is any mismatch in grade of coal between transporter Receiving end (Barjora North mine head) & Transporter Delivery End (Bankura Railway Siding), penalty will be imposed as depicted below--.

Penalty for grade slippage= $[(GR - GD) / GR] \times PCIL \times RR$

GR – GCV of coal at transporter receiving end i.e. Barjora (North) mine end (Average monthly GCV shall be considered)

GD- GCV of coal at transporter despatch end i.e. Bankura Railway Siding (Average monthly GCV shall be considered)

PCIL= CIL Notified price of receiving end i.e. Barjora (North) mine despatch head coal grade.#

RR = Total of RR weights of the rakes despatched through Bankura Railway Siding in the month concerned.

In case of unweighted rake, WBPDCI plant end IMWB weight shall be considered.

In case of the variation of GCV in the + ve side, transporter will not be allowed to claim any incentive.

The penalty for grade slippage will be applicable if the $(GR - GD) > 50 \text{ kcl/ Kg}$

Sampling & Testing of coal

- i. Coal sample collection, preparation & analysis/testing shall be done for coal sample collected at both the end (Barjora N mine head & Bankura Railway siding head) on regular basis.
- ii. Average monthly GCV for each end (Barjora N mine head & Bankura Railway siding head) shall be considered for the purpose of Coal Grade determination & subsequently shall be applicable for imposing penalty.
- iii. S.O.P (Standard Operating Procedure) regarding coal sample collection, preparation & analysis shall be shared with the successful bidder/awardee of the contract.
- iv. Analysis/testing of coal sample shall be done at WBPDCI Plant laboratory (NABL accredited) or other NABL accredited laboratory as per discretion of WBPDCI.
- v. The presence of the agency/successful bidder shall be allowed at every stage of coal sample collection, preparation & analysis.
- vi. The analysis result is final & binding. There is no provision of referee sample testing.

(Price of CIL+ GST as applicable) will be considered for calculation of penalty for grade slippage.

31. ADDITIONAL PERFORMANCE SECURITY

If the L1 bid value is 80% or less than the estimated price, additional performance security @10% of the Tendered amount in the form of Bank guarantee from any scheduled bank shall be obtained from the L1 bidder before issuance of Work Order. Such additional performance security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract.

GENERAL CONDITIONS OF CONTRACT

32. DEFINITIONS

In the Bid Document, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise demands.

- (i) 'Authority' / 'Company' shall mean the WBPDCI and includes its authorized representative or any other person empowered on their behalf by WBPDCI.
- (ii) 'Approved' shall mean approval in writing including subsequent written confirmation of previous verbal approval(s).
- (iii) The word "Contractor / Contractors" wherever occurs means successful tenderer / tenderers who has / have given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or the successors and permitted assignees of such individual, firm or company as the case may be.
- (iv) Domestic Bidder: Domestic Bidder is a business entity or individual having business activity established under Indian Law. Such as a proprietary firm, partnership firm (registered under Partnership Act-1932), a private company, a public limited Company incorporated under Companies Act, Joint Venture Company incorporated under Companies Act including public Sector Companies.
- (v) The "Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the WBPDCI for contractor's use.
- (vi) The term "Sub-Contractor" as employed herein, includes goes having a direct contract with contractor either on piece rate, item rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.
- (vii) "Accepting Authority" shall mean the management of the WBPDCI and includes an authorized representative of the WBPDCI or any other person / persons or body of persons empowered in this behalf by the WBPDCI.
- (viii) The "Agent / Manager / Engineer-in-charge" shall mean the officer appointed by the WBPDCI in the engineering / technical cadre / discipline who is competent to direct supervisors and deputed to be incharge of the works for purposes of this contract. .
- (ix) The "Contract" shall mean the Work Order, as accepted by the WBPDCI and the contractor and the formal agreement executed between the WBPDCI and the contractor together with the documents referred to therein including general terms & conditions, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- (x) "Contract Amount" shall mean :
Total sum arrived as based on the individual rates quoted by the tenderer or for the various items shown in the bill of quantities of the tender documents as accepted by the WBPDCI with or without any alteration as the case may be.
- (xi) A "Week" means, seven days without regard to the number of hours worked or not worked in any day in that week.
- (xii) A "Day" means, the day of 24 (twenty four) hours irrespective of the number of hours worked or not worked in that day.
- (xiii) A "Working Day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the District where the work is carried out or as laid down in the State Regulation.

- (xiv) “Appropriate Government” means the Government of West Bengal
- (xv) “Personnel” means professionals and support staff deployed by the by the agency and assigned to perform the Services or any part thereof.
- (xvi) “Proposal” means the Technical and as well as the Financial Proposal.
- (xvii) The “Work” means, the work described in the tender documents in individual work-orders as may be issued from time to time to the Bidder by the Controlling officer within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- (xviii) “Discrepancy” – In the event of any discrepancy in words and figures, the description in words shall prevail.
- (xix) ‘Rupees’ shall mean the lawful currency in India.
- (xx) “Month & Year” mean calendar month and calendar year.
- (xxi) “Schedule of Rates” referred to in these conditions shall mean the standard schedule or rates prescribed by the WBPDCI and the amendments issued from time to time.
- (xxii) “Written Notice” shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation/WBPDCI for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

33. EFFECTIVE DATE

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

34. AWARD OF CONTRACT:

- i) The bidder, whose bid is accepted by WBPDCI, shall be issued Letter of Award (LOA) prior to expiry of bid validity. The successful bidder firm shall confirm unconditional acceptance by returning a signed copy of the LOA within 7 days from the date of placement of LoA.
- ii) WBPDCI shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful bidders as regards non-acceptance of their bids. Except for refund of EMD, if asked for, to unsuccessful bidders, WBPDCI shall correspond only with the successful bidder.
- iii) Bidder does not anticipate a change in Ownership during the proposed period of execution of work (If such a change is anticipated, the scope and effect thereof shall be defined). Provided that in the event of change of ownership during the period of execution of contract, the new owner shall be solely responsible for fulfillment of all liabilities and obligation arising out of this contract.
- iv) After award of work –
- a) bidder shall obtain necessary insurance coverage under Employees’ Compensation Act, 1923 for the employees who are out of ambit of ESI Act 1948;

b)bidder shall apply for and obtain the labour license, ESI registration from the Labor Department/authorities of the West Bengal State Government.

c)Copies of insurance premium receipt in case of Employees' Compensation Act, 1923 to be submitted too.

Provided that the sub-contractors to be engaged by the bidder with approval of owner shall also comply the aforesaid statutory conditions, as applicable.

35. CONTRACT AGREEMENT

After award of work and on execution of contract / issue of work order, as the case may be, the contractor shall be furnished, free of charge, TWO copies of Contract Documents (Certified True Copies) excepting these drawings to be supplied during the progress of work. The contractor shall keep copy of these documents on the site / place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-incharge, his representatives or any other officials authorized by the WBPDC for the purpose.

None of these documents shall be used by the contractor for any other purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy as required of such documents.

36. CONFLICT OF INTEREST

Facilitator (successful bidder) should provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

37. DISCREPANCIES AND ADJUSTMENTS THEREOF

The documents forming part of the contract are to be treated as mutually explanatory of one another.

i) In the event of varying or conflicting provisions made in any of the document / documents forming part of the contract, the Accepting Authority's decision / clarification shall hold good with regard to the intention of the document or contract, as the case may be.

ii) Any error is in description, quantity or rate in schedule of quantities or any omission there form, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the drawings and specifications forming part of the particular contract document.

iii) Any difference detected in the break up of cost (L1) submitted by the bidder resulting from :

(a) Discrepancy between description in words and figures of the rate which corresponds to the works quoted by the contractor shall be taken as correct.

(b) Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.

(c) Discrepancy in totaling or carry forwards in the amount quoted by the contractor shall be corrected. Rounding off to the nearest rupee shall be done in the final summary of the amount instead of in totals of various sections of schedule of quantities.

38. DEVIATION / VARIATION IN QUANTITIES –EXTENT AND PRICING

Quantity of 12 lac MT of loaded coal is provisional and are meant to indicate the extent of the work and any variation either by addition or omission shall not vitiate the contract.

There is a provision of 100% enhancement of the coal quantity to be transported. **However, actual RR weight should be the basis of measurement for transported coal.**

In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and the nature of the contract, the contractor shall under no circumstances suspend the work either original or altered or substituted.

39. TIME OF COMPLETION -EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY

Time of completion is the essence of the contract.

Immediately after the contract is conducted the Engineer-in-charge and the contractor shall agree upon time and progress chart prepared on the basis of a transportation schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract document. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of letter of acceptance / work order or handing over the site of work.

(i) If the contractor, without reasonable cause of valid reason, commits default in commencing the execution of the work within the aforesaid date, the WBPDCI shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him.

(ii) In the event of the contractor’s failure to comply with the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the

WBPDCI on account of such breach, shall become liable to pay for penalty as under

If the average daily progress of work during the calendar months is less than the stipulated rate indicated in the detailed tender notice is	penalty as detailed below will be levied
i) more than 80% and less than 90% of stipulated rate of progress	10% of the contract value of the short fall in work
ii) less than 80% of stipulated rate	20% of contract value of the short fall in work

The aggregate of the penalties so levied shall not exceed 10% of the total contract value.

Penalties will be calculated every month and withheld.

If the shortfall in transportation is due to less coal production in mine of WBPDCI , the penalties on transportation will be considered depending upon the noting in hindrance register by site officials. Monthly target will be declared by total contract quantity divided by number of contract months.

(iii) The WBPDCI may waive the payment of compensation, depending upon merit of the case, on request received from the contractor if the entire work is completed within the date as specified in the contract or a validity extended without stipulating any penalty.

(iv) In the event of any unforeseen circumstances as defined under force majeure clause, if the performance of the contract is delayed, the Agency/Firms may make an application for extension of contract period, which may be granted by WBPDCI either with imposition of liquidated damage or without it, based on the merit of the case, determined by WBPDCI

(v) **HINDRANCE REGISTER:**

A “Hindrance Register” shall be maintained by both the WBPDCI and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution.

The contractor may request the WBPDCI in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The WBPDCI may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the WBPDCI through the Engineer-in-charge within 1 month of the date of receipt of such request.

The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.

(vi) Provisional extension of time may also be granted by the Engineer-in-charge during the course of execution, on written request for extension of time within 15(fifteen) days of happening of such events as stated above, reserving the WBPDCI’s right to impose/waive penalty at the time of granting final extension of time as per contract agreement.

(vii) When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the WBPDCI or the both. The extension will have to be by party’s agreement, expressed or implied. In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the WBPDCI wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to WBPDCI’s right to levy compensation under the relevant clause of contract.

40. OBSERVANCE OF STATUTORY COMPLIANCES

Contractor shall have to ensure all statutory compliances and have to observe, perform and comply with the provisions of (a) The Contract Labour (R&A) Act, 1970 (b) The Payments of Wages Act,1936 (c) The Employees’ Provident Fund & Misc. Provision Act’ 1952 (d) The Payment of Bonus Act,1965 (e) The minimum Wages Act,1948 (f) The Employees’ Compensation Act,1923 and other law of the land as may applicable.

41. CHANGE IN SCOPE / NATURE OF WORK DURING PROGRESS OF WORK

In case of any change in the scope/ nature of work during its progress, the contractor is to inform the management immediately and act as per the direction of the management.

42. APPOINTMENT OF SUB-CONTRACTOR BY CONTRACTOR

The contractor shall not sublet the work or engage any sub-contractor for executing the work except under special circumstances and reasons beyond control, with the approval of the WBPDCI. Prior permission is required to be taken from the principal employer for engagement of sub-contractors in “Hiring Of Equipment”/ “Transport” contract for part work / piece rated work.

43. RESPONSIBILITY OF THE CONTRACTOR

- i) The WBPDC reserves the right to let other contractors in connection with the project and the contractor / contractors shall co-operate in the works for the introduction and the stores and materials and execution of his / their works.
- ii) The contractor shall post an authorised representative at the site of the work who shall be available all times and receive all communications / instructions from the Controlling Officer / WBPDC and arrange compliance of the same.
- iii) The contractor / contractors shall employ only competent **skillful and orderly men** to do the work. The Engineer-in-charge shall have the right to ask the contractor / contractors to remove from the work site any men of contractor / contractors who in his opinion is undesirable and the contractor /contractors will have to remove him within 3 (three) hours of such orders.
- iv) Precautions shall be exercised at all times for the protection of persons (including employees) and properties. The **safety** required or recommendations by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/ they shall be responsible for compliance with all the requirements imposed by the Workmen Compensation Act or any other similar Laws in force and shall indemnify the WBPDC against any claim on this account. All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer-in-charge or his authorized representative whenever they want and the structure must be strong, durable and such designed as required by them. In no case any structure condemn by the Engineer-in-charge or his authorized representative shall be kept on the work and such structures must be pulled down within three hours of such condemnation and any certificates or instructions, however shall in no way detract the contractor/ contractors from his/ their responsibility, as an employer, as the WBPDC shall in no way be responsible for any claim. The contractor/ contractors shall act all times exercise reasonable precautions for the safety of employees in the performance of his/ their contract and shall comply with all applicable provisions of the Safety Laws drawn up by the State or Central Governments or Municipalities and other Authorities in India. The contractor/ contractors shall comply with the provisions of the Safety Handbook as approved and amended from time to time by Government of India.
- The agency shall take all safety measures during the work as applicable vide the safety rules as defined in “**Safety Annexure**” in consultation with the Controlling officer.
- v) The contractor / contractors shall familiarize themselves with and be **governed by all laws and rules of India and local statutes** and orders and regulations applicable to his / their work.
- vi) Building for the **sanitary** necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer in charge. The contractor/contractors shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the contractor’s/contractors’ tendered rates.
- vii) The contractor / contractors shall furnish to the Engineer-in-charge or his authorized representative(s) with **work reports** from time to time regarding the **contractor / contractors organization** and the **progress** made by him/ them in the **execution of the work** as per the agreement.
- viii) All taxes, whether local, Municipal, Provincial or Central etc. are payable or may become payable during the entire periods of contract shall be to the contractor/contractors account. The above taxes do not however, covers Service Tax and Toll Tax. Such Service Tax & Toll Tax if payable / applicable for any approved route (as the case may be) shall be reimbursed with the approval of Director (Mining).

ix) The WBPDCI reserves the right to deduct / withhold any amount towards taxes, levies etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any Statutory authority and the WBPDCI shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

x) The contractor/contractors shall make his/their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the WBPDCI.

xi) PROVISION RELATED TO EMPLOYMENT OF LABOUR, PAYMENT OF WAGES AND PROVIDENT FUND DEDUCTION

The contractor shall also comply with statutory requirements under **CL(R&A)** Act and also obtain labour license.

The contractor shall not engage any person of less than 18 years of age.

The contractor/contractors shall not pay less than the wages fixed (notified for mining activities as per policy decision of the WBPDCI valid from time to time prevalent during **execution**) in respect of his employees of different categories.

The contractor(s) shall make necessary payments of the **provident fund** for the workmen employed by him/them as per the laws prevailing under the provisions of **CMPF and Allied Schemes and Miscellaneous Provisions Act. 1948 or Employee's Provident Fund and Miscellaneous Provisions Act.1952 as the case may be**. The Contractor shall regularly deposit the contribution in accordance with such scheme. The WBPDCI shall have no liability whatsoever in this regard. The responsibility of the contractor in respect of all payments to his employees will be complete and absolute. The WBPDCI shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment / short payment / dispute/ award.

All accounts shall be maintained in English and the **WBPDCI shall have the right of access** and inspection of all such books of accounts etc relating to the **payment of labourer** considered necessary and the WBPDCI may arrange for witnessing the payment to the labourer by its representatives.

xii) INSURANCE-

The party shall observe and comply, at his own cost, all enactments, rules & regulations, labour and other related rules & provisions, as applicable for WBPDCI. The party shall be responsible to maintain records as necessary at their own cost, pay fees, costs, levies etc. as applicable in the course of compliance of enactments, rules and regulations as aforesaid. The party shall be responsible to undertake adequate insurance cover for their workman, tools & tackles, other accessories and may take third party risk insurance coverage as required, all at their own cost & responsibility

xiii) It is the responsibility of transporter to keep good liaison with Railway officials for placement of empty rake and drawl of loaded rake from the siding as per monthly schedule and also to keep good liaison with the MDO for availability of adequate quantity of sized coal at mine end. Contractor has to supervise regularly not to load any big size coal or foreign material into the wagon.

44. SURVIVING OBLIGATION

The Clauses Settlement of Disputes and Confidentiality shall survive the termination or completion of this contract.

45. TERMINATION

A. CANCELLATION OF CONTRACT FOR DEFAULT ON THE PART OF AGENCY/FIRM

If the agency fails to execute whole or part of the works within the time period(s) specified in the contract, or any extension

thereof granted; and/or

If the agency/firm fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted .

The WBPDCCL reserves the right to terminate the contract without any notice under the following specific conditions/ circumstances:

- a) Unsatisfactory performance of the contracted work,
- b) Involvement in action causing breach of peace and discipline within the WBPDCCL/ area premises,
- c) Failure to comply with terms and conditions of the contract,
- d) Moral turpitude,
- e) Violation of the provisions under various laws and awards in force from time to time as are applicable to the work,
- f) Any action on the part of the contractor which in the opinion of the management is detrimental to the interest of the WBPDCCL.

B. TERMINATION OF CONTRACT FOR INSOLVENCY

If the agency/firm becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), the contract may be terminated without compensation to the agency/firm, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to WBPDCCL.

C. TERMINATION OF CONTRACT FOR WBPDCCL'S FAILURE/CONVENIENCE

After placement of the contract, there may be an unforeseen situation compelling WBPDCCL to cancel the contract. In such a case, *the WBPDCCL reserves the right to terminate the work by giving 15 days notice by displaying such notice on the colliery/ Area notice board and also sending to the agency/firm for cancellation of the contract, in whole or in part without assigning any reason.* The notice shall also indicate the date from which the termination will become effective. *The measurement of the transportation shall in such eventuality, be taken upto the date of such termination by the WBPDCCL.*

D. RECOURSE AVAILABLE TOWBPDCCL IN CASE OF TERMINATION UNDER CLAUSE (A) & (B)

If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:

- a) Forfeiture of the EMD /performance security, as the case may be;
- b) Risk Purchase: Upon such terms and in such manner as it deems appropriate, works unexecuted may be executed adopting alternative recourses at the sole risk and cost of the agency/firm. The additional cost over and above the contracted price incurred for execution of the unexecuted portion of works shall be charged to the agency/firm.

46. FORCE MAJEURE

Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force majeure. Delays in performance of contractual obligations under influence of Force majeure conditions are condonable by the other party without any right to termination or claim for damages, provided, notice of happening of any such event is given by the affected party to the other within 30(thirty) days from the date of occurrence. Execution of work/ supply of goods shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However if such event continues for a period exceeding 120 days(for works)/ 90 days(for goods), either party may at its option terminate the contract without any financial repercussion on either side by giving notice to the other party.

47. HANDLING OF SUITS

All legal suits against any executing contractor arising out due to the fault exclusively on the part of the WBDCL, shall be handled and / or contested by the WBDCL and the expenses in such legal cases shall be borne by the WBDCL.

If such litigation arises out due to any fault on the part of the awardee of contract that shall be handled and / or contested by the awardee of contract and the legal expenses in such cases shall be borne by the awardee of contract.

48. DISPUTE RESOLUTION

If any dispute(s) or difference(s) of any kind whatsoever arise between the parties hereto in connection with or arising out of any contract, the parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date on which the dispute(s) or difference(s) arose, either party shall give a notice to the other party, of such intention to invoke Arbitration within 14 (fourteen) days from the expiry of the aforesaid period of 30 (thirty) days within which amicable resolution could not be reached.

Such dispute(s) or difference(s) shall be referred to and settled by a Sole Arbitrator to be mutually appointed by both the parties.

If a party fails to appoint the Sole Arbitrator within 30 (thirty) days from the receipt of a request to do so from the other party , the appointment of Sole Arbitrator shall be made upon request of either party by the Hon'ble High Court , Calcutta .

The arbitration proceedings shall be in accordance with the prevailing Arbitration laws of India as amended or enacted time to time.

The existence of any dispute(s) or difference(s) or the initiation or continuance of the Arbitration proceedings shall not permit the parties to postpone or delay the performance by the parties of their respective obligations pursuant to the Contract.

The seat of arbitration shall be Kolkata, West Bengal, India

49. GOVERNING LAW & LEGAL JURISDICTION

This work order shall be governed by and construed in accordance with substantive and procedural laws of India. The competent courts at Kolkata, West Bengal, India shall have exclusive jurisdiction in relation to this work order.

Any or all action(s) and proceeding(s) arising out of or in relation to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in Kolkata, West Bengal and only the said court(s) shall have jurisdiction to entertain and try any such action(s) and /or proceeding(s) to the exclusion of all other court(s).

50. BLACKLISTING

For suspension/ blacklisting/ debarring, procedures as laid down under the WBDCL's Policy & Procedure of Blacklisting and Debarment of Agencies from Business Dealings shall be followed.

Agency blacklisted by any government department/ PSU/ Government agency shall not be allowed to participate in our tender process if effect of such debarment subsists at the time of submission of the bid. The bidder shall furnish a declaration in this regard provided in Annexure-II" .

:Disclaimer : Forfeiture of EMD/ Security deposit:

During the blacklisting and debarment period if it is detected that the agency has participated in the tender under a different name or sub-agency of the participating bidder, WBDCL would be at liberty to debar the agency from participating in the tender and in such case EMD/ Security deposit shall be forfeited with option to take recourse to any legal remedy.

SPECIAL CONDITIONS OF CONTRACT

51. MAINTENANCE OF PRIVATE ROADS OTHER THAN P.W.D ROADS WHERE TIPPING TRUCKS TO PLY

Construction of access/ service road and maintenance of Kuttcha Road / Private road / approach road to River/River bed being utilized by tippers shall be responsibility` of contractors. However, maintenance of Roads of other organization / District Board Roads / PWD Roads / Gram Panchayat Roads where tipping trucks or ply shall not be the responsibility of contractor.

52. FLEET STRENGTH AND MANAGEMENT

ii) The contractor, before starting the work, shall furnish to the General Manager/Project Officer the list of trucks/tipping trucks / pay loaders / equipments, proposed to be deployed for the work with the related papers for registration, fitness certificate, permits, licenses, Insurance driving licenses etc. for inspection. No tipping trucks / trucks / pay loaders / equipments shall be deployed for the work without the approval of the Project Officer/General Manager. Any change in the list furnished, during progress of work, shall be intimated immediately to the concerned General Manger

a) Tippers used for contractual coal transportation should cover the following information on both side body of Tippers :

- 1) On WBPDC/CL duty in Bold letters.
- 2) Name of the Area in Bold letters.
- 3) Registration number of the Vehicle.
- 4) Period of contract in Bold letters.

The above information shall cover a space of 4' x 2 ½'.The above information should be marked in red letters. Size of the letters should be bold enough so that it is clearly visible. The driver of the truck must carry the copy of the Work Order to be shown to inspecting authority of WBPDC/CL or State Government.

b) Tipping trucks (10 wheeler tippers) loaded with coal should be covered by tarpaulin during transportation.

iii) The contactor shall deploy adequate number of tipping trucks/equipments for the satisfactory execution of the work.

iv) CONDITIONS FOR DEPLOYING TIPPING TRUCKS

a)Only tipping trucks with mechanical unloading arrangements shall be deployed by the contractor and in no case “Dala” tipping trucks shall be deployed or permitted to be deployed for the work of coal transportation.

b)Only tipping trucks in good and safe condition having valid fitness certificate, permits / licenses etc. and in respect of which the required taxes / fees have been deposited and which are properly covered by insurance shall be deployed for the work. The WBPDC/CL shall have the right to inspect or arrange inspection for the vehicles / equipment deployed by the contractor for the work at any time and declare any vehicle / equipment unsafe and ask for its immediate withdrawal from the site / operation. The contractor shall ensure prompt/immediate compliance of the same.

c)The contractor shall at his own cost, arrange for regular checking / maintenance / repair of the tipping trucks/equipment and keep them in good and safe conditions at all times. Proper records of such checking / maintenance / repair shall be maintained in a Log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.

d) Only experienced, skilled and disciplined drivers of sound health, good behavior and antecedents having valid and requisite driving license shall be deployed by the contractor for driving the tipping trucks / pay loaders / equipment deployed for the work. *In no case any un-authorized driving of the tipping trucks or operation of pay loaders/ equipment shall be permitted by the contractor.*

e) The tare-weight, gross weight, maximum carrying capacity of the truck and the dimensions of the body of the truck shall be clearly indicated on the body of each tipping trucks deployed for the work and maintained in good legible condition, at all times.

f) No addition or alteration to the size of the body or any such truck shall be carried out, without prior approval of the controlling officer. The tipping trucks shall be loaded only upto the maximum carrying capacity and shall not be overloaded under any circumstances.

g) The re-appropriation / re-allocation of the quantities may be done with the approval of controlling officer within the stipulated contract period and contract value with approval of the approving authority of the contract.

h) The tipping trucks will be allowed strictly to carry only permissible quantity of coal as per the local administration statute and should quote rate accordingly.

v) No manual workers shall be engaged by the contractor for loading / unloading of the tipping trucks or loading of wagons, under any circumstances whatsoever.

vi) The contractor shall bring / take back and arrange for the transportation of the / equipment / men and materials required for the work at his own cost.

vii) Contractor's tipping trucks should ply only on specified routes / roads. In case, plying of the tipping trucks on any other route / road become necessary, due to any reason, prior approval for the same shall be taken by the contractor from the WBPDCI. In case of violation of this provision penalty may be imposed on the contractor and / or the contract terminated.

viii) The contractor shall not have any claim whatsoever for the idleness of his tipping trucks/ pay loaders / equipment / employees for want of coal or non-availability of departmental equipment or lack of space available at the unloading site or any dislocation en-route and/ or for any other reason.

ix) The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance / repairs of the tipping trucks / pay loaders / equipment required / deployed for the work. The WBPDCI shall have no liability whatsoever on this account.

x) The contractor shall maintain proper records in English of the tipping trucks / equipment / persons, etc. deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and the WBPDCI shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.

xi) The WBPDCI shall have no responsibility/liability whatsoever for any accident/damage to the contractor's vehicle/ equipments in transit or while engaged in the work.

xii) The contractor shall familiarize himself and fully comply with the provisions of all the Acts / Rules / Regulations / Bye-laws and orders of the Local authority / Municipality /State Govt. / Central Govt. applicable to the worker. Mines Act, DGMS Circulars, Payment of Wages Act, Motor Vehicle Act., Workmen's Compensation Act, etc. and shall be fully responsible and

liable for due observance of the same. The WBPDC shall have no responsibility / liability whatsoever on these accounts and the contractor shall fully indemnify the WBPDC against any claim/ dispute/reference Award, etc. arising out of the same. ***The contractor shall also ensure environmental control measures (as per Control of Pollution Act 1974 / Environmental Protection Act 1986) related to transportation of coal.***

xiii) If the WBPDC suffers any loss on account of suspension of transportation or idleness of its equipment / employees or on any other account or damage to its property, due to any failure on the part of the contractor or due to any act of omissions or commission on the part of his representative/employees or from the tipping trucks / equipment of the contractor, the value of the same as assessed by the WBPDC, shall be recovered from the contractor's bill / security deposit. The decision of the WBPDC in this regard shall be final and binding on the contractor.

xiv) In the case of coal transportation from face to stock if the tipping trucks are not being weighed, payment shall be made on volumetric measurement of the coal transported, converted to weight, taking 40 cft. as one tonne, (irrespective of the fact that any other conversion factor is adopted by the WBPDC for any other purpose), duly reconciled with the measured opening and closing stocks for the month and off –take from stock to the siding / CHP and payment shall be made to the contractor (s) accordingly.

xv) In case the weighbridge of the loading end goes out of order or is not available, the Project Officer / Engineer in Charge shall make alternative arrangement for weighing of the tipping trucks or such arrangement(s) as he considers necessary to ensure that all coal loaded at the loading end reaches the destination.

xvi) If the work of transportation / removal of picked out band / shale / stone / extraneous materials / overburden etc. is contracted out payment for the same shall be made on the basis of volumetric measurement of tipping trucks, duly verified against the volumetric measurement of such materials at the site of unloading where weighing of such materials is not possible.

xvii) Wagons supplied at the siding shall be loaded by the contractor within the free loading time given by the Railways, which may vary from time to time.

xviii) The contractor shall also be responsible for cleaning of the siding tracks / between the line and on both sides of the same, leveling of coal loaded into the wagons and lime washing on the top of the same, in respect of the wagons allotted to him / each of them. In case any rake is put on demurrage / any penalty is imposed on the WBPDC for failure on the accounts, the same shall be recovered from the contractor / s concerned.

In case any derailment of wagons occurs due to non-cleaning of the tracks by the wagon loading contractor(s) the charges/ penalties for the same levied by the Railways as also the demurrage charges for the same shall be recovered from the defaulting contractor (s).

All such charges / penalties shall be recovered from the contractor, as the Controlling Officer thinks fit and reasonable and his decision in all the above cases shall be final and binding on the contractors concerned.

xix) In order to ensure proper loading of wagon, the loading contractor shall ensure loading upto proper level keeping in view the stipulated carrying capacity of the wagons and the loading will be done as per directions of Colliery / Project / Area Officials responsible for the supervision of the loading of wagons at siding.

xx) Any penalty by Railway authority regarding stacking charge/wharfage charge with regard to Railway Siding during the contract period for which contractor is liable will be recovered from the contractor.

- xxi) The contractor shall load clean coal free from stone/ shale / bands / extraneous materials and of stipulated size.
- xxii) The daily rate of transportation shall be about the yearly quantity divided by the number of working days in the year + 30% but the contractor may be called upon to transport still more / still less quantity and no claim whatsoever shall lie against WBPDC/L on account of such variations. The contractor /s shall make necessary arrangements and ensure transportation of coal, etc. on daily basis, as advised by the Engineer -in -Charge. The total quantity of material in the contract can be increased up to 100% (as mentioned relevant pages of this NIT) with suitable time extension with the approval of the Competent Authority of WBPDC/L.
- xxiii) In case a contractor fails to deploy adequate number of pay loaders, the WBPDC/L may, without any reference to the contractor, deploy its own pay loader / s and or make alternative arrangements for loading of the wagons / tipping trucks for which double the wagon / truck loading charges payable to the contract / s, for the quantity loaded by the WBPDC/L's Pay-loader / s of extra expenditure incurred by the WBPDC/L on alternative arrangement made shall be recovered from the contractor.
- xxiv) The contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the Controlling Officer as and when required. All these persons shall be in the direct employment and under direct administrative control of the contractor and the management shall have no responsibility / liability whatsoever in this regard.
- xxv) The contractor shall issue an identity card / employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.
- xxvi) The contractor shall not engage any person of less than 18 years of age or females during night hours as required by relevant law.
- xxvii) The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Project Officer.
- xxviii) The responsibility of the contractor in respect of all payments to his employees will be complete and absolute. The WBPDC/L shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment / short-payment / dispute / award.
- xxix) The contractor shall arrange for the training of these employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time, at his own cost.
- xxx) In case any accident occurs or any injury is caused to any employee of the WBPDC/L by the vehicles/ equipments of the contractors or by any act of omission / commission on the part of the contractor's representative / employees, the compensation for the same, as provided in law or as assessed by the WBPDC/L shall be recovered from the contractor along with the costs and expenses incurred by the WBPDC/L on the same.
- xxxi) The contractor shall provide footwear, helmets and other protective equipments to his employees as provided in the law, at his own cost. In case of failure on the part of the contractor to provide these protective equipments, the WBPDC/L may provide the same to the employees at the cost of the contractor.
- xxxii) Penalty for shortage of coal Where no weighment facility is available both at loading and unloading end, shortage of coal shall be assessed by the Controlling officer and the penalty for shortage of coal shall be imposed upon the contractor

as per relevant clause laid down in this tender document . In addition to above, the truck / tippers and its driver involved in such cases shall be blacklisted.

xxxiii) The Contractor shall install GPS based devices in their entire fleet of tipping trucks, deployed for execution of contract, for tracking / monitoring of the movement of truck during the hours of transportation with required feedback/link to WBPDC controlling officer.

xxxiv) **Quality of coal at unloading point will be same as it is in loading point. Any deviation of it, transporter will be penalized and will be recovered from the contractor as mutually agreed and as per discretion of the controlling officer. There will be sudden or in certain interval quality checking of coal at unloading point as desired by WBPDC management.**

53. OTHER IMPORTANT TERMS & CONDITIONS

- i. The contractor shall arrange at his own cost accommodation, water, medical treatment etc for his employees and all necessary arrangement for execution of the work.
- ii. The contractor shall maintain all records as required under different statutes and as directed by the Controlling Officer / WBPDC and shall submit the same to the Controlling Officer / WBPDC / Govt. Departments as required.
- iii. The contractor shall have no claim for idleness of his equipment for any neither reason whatsoever, nor will there be any financial liability on the WBPDC on this account.
- iv. The contractor shall be fully responsible for all payments and perquisites to his employees as per Award / Laws applicable in case non-payment or short-payment to the employees, the amount as assessed by the WBPDC or by the concerned Statutory Authority, shall be recovered from the contractor's bills / dues / security deposit payable to him.
- v. It will be absolute responsibility and liability of the contractor to pay full compensation for any injury / accident to his and / or WBPDC's employee and / or any member of Public arising out of an in course of operation of this contract.
- vi. The contractor shall indemnify the WBPDC against any claim which may be made against it, by any member of the public or any third party for any damage or loss suffered by him by contractor's equipment or any act of omission or commission on their part of the contractor and / or his employees.
- vii. The contractor shall compensate the WBPDC for any damage or any loss suffered by it due to stoppage of work by the contractor or his employee's on his / their own accord or damage to any property of the WBPDC by contractor's equipment / employees or any damage / loss suffered by the WBPDC due to any act of omission or commission on the part of the contractor and / or his employees. The assessment made by the WBPDC in this regard shall be final and binding to the contractor.
- viii. The contractor or his employee shall fully abide by the Rules & Regulations of the WBPDC and will fully abide by the instructions of Controlling Officer in carrying out the work and execution of the contract. In case of any disobedience / misbehavior of the contractor and / or his employees, the contract may be terminated without any notice or the contractor may be called upon to forthwith remove any employee from the site for such disobedience/ misbehavior. Non-compliance of such instructions may lead to termination of the contract forthwith.

- ix. The WBPDC/CL may for any reason ask the contractor to suspend the work and the contractor shall be bound to comply with such instructions without having any claims for the idleness of his equipment and / or employees or for any loss suffered by him due to such suspension.
- x. The contractor should provide footwear, helmets and protective equipment **and PPE to maintain COVID-19 protocol as required to its employees at his own cost. In case of failure on the part of the contractor, this may be provided by the WBPDC/CL** and the value of the same will be recovered from the bills/ dues / security deposit.
- xi. No claim whatsoever shall lie with the WBPDC/CL for any loss or damage suffered by the contractor due to Act of God, War, Commotion, Strike, Bandh, lock Out, Natural Calamity, Excessive Flood or on account of circumstances beyond the control of the WBPDC/CL.
- xii. No claim for payment will be entertained by the WBPDC/CL after expiry of three months from the date of completion / termination of the work.
- xiii. The contractor should load the coal into wagon at desired Railway Siding, free from shale, stone and other extraneous materials. If any complain about presence of any oversize coal / stone, shale or extraneous material in respect of any Rake loaded with coal picked and sized by the contractor if received from the consumer, the contractor shall be liable for the same and if any amount is deducted by the consumer on this account, the same will be recovered from the contractor's bills/ dues/ security deposit. This clause will be applicable where scope of work, includes "picking out shale / stone or and any other extraneous matters", in the contract.
- xiv. Rly siding : In addition to sufficient pay loaders , contractor shall make available of JCB to perform other allied works.
- xv. Contractor shall arrange water spraying for dust suppression on continuous basis to stop dust pollution. Drinking water availability should be continuous.
- xvi. Contractor shall arrange Weighbridge calibration on yearly basis by authorised agency and produce calibration certificate to WBPDC/CL . The weigh bridge at receiving end shall be kept in proper working condition and in no occasion shall be out of order for more than 02(TWO) DAYS IN A MONTH. In case more than two days , the weighment at mine end shall be taken in to consideration as received quantity at Rly siding. The weighment at receiving end (Bankura Siding) shall not be in any case more than the weighment at mine end. Reconciliation of weighment shall be done on weekly basis.
- xvii. Payloader fitness certificate and driver driving licence to be submitted to Agent /Siding In charge.
- xviii. Stone segregation work to be performed on daily basis by sufficient manpower with separate supervisor for effective output.
- xix. The contractor shall install electronic weighing device with each pay loader to get exact loading of coal into wagons to minimise overloading/underloading.
- xx. Contractor has to pay electricity bill, running maintenance expenditure of Rly siding as per requirement.
- xxi. The above terms and conditions are, however, subject to review by the management and may be revised/ altered in the interest of the work.

ANNEXURE I : BIDDER INFORMATION SHEET

(To be filled, signed and attached)

1.0	Proposal No. and Date	
2.0	Validity of offer from date of opening of bid	
3.0	Name and Communication Details	
3.1	Full legal name of Prime Bidder	
3.2	Registered Office details	
a)	Address	
b)	Contact Telephone Nos.	
c)	Email ID	
d)	Fax. Nos.	
e)	Person to be contacted	
3.3	Kolkata office details	
a)	Address	
b)	Contact Telephone Nos.	
c)	Email ID	
d)	Fax. Nos	
e)	Person to be contacted	
4.0	Nature/status of candidate firm (whether sole Proprietary/ Partnership)/Private Limited/ Public Limited/Public sector)	
4.1	Type of organization and its legal entity	
a)	In case of individual: Give his full name, address, place and nature of business.	
b)	In case of partnership firm: Give the names of all the partners and their addresses.	

c)	In case of companies: Give date and place of registration including date of commencement certificate in case of public companies.	
5.0	Names of Responsible persons and their designation: (for handling all aspects of this tender/order)	
	Person	Designation
		Based at
		Telephone No./E-mail/Fax
a)		
b)		
c)		
7.0	Power of Attorney/Letter of Authority (An attested copy to be enclosed in case the tender/ offer is signed by an Individual other than the sole proprietor)	Enclosed/Not enclosed
8.0	Authorisation & Alteration to Tender has been signed by person duly authorised/ empowered to do so	Yes/No
9.0	In case of placement of the order(if placed) , the address with GSTIN no. of the office to be addressed :	
10.0	Product catalogues, leaflets etc. attached	Yes/No
11.0	Financial Details of the Bidder	
11.1	Name & address of Bankers	
11.2	GST Registration details	
11.3	PAN/TAN No.	
11.4	Date of incorporation	

Signature :

SEAL OF COMPANY

Name : Designation :

* Scanned self attested copies of certificates/documents, as applicable to be submitted.

Authorized Signature, Name & Designation

ANNEXURE – II: DECLARATION BY BIDDER

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

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

C. I, _____ on behalf of M/s. _____ (name and address of the bidder) do hereby declare that no additions/ deletions/ corrections have been made in the downloaded/ supplied tender document and the tender document submitted by M/s. _____ (name of the bidder) is identical to the one appearing in the procuring entity's portal/supplied by the procuring entity.

D. I, _____ on behalf of M/s. _____ (name and address of the bidder) do hereby declare that _____ (Name of the agency) have satisfactory past record of compliance of all statutory applicable Labour / Financial Laws in their favour and have no adverse record or defaulter of statutory liabilities.

E. I, _____ on behalf of M/s. _____ (name and address of the bidder) do hereby confirm that my / our bid complies with the total techno commercial requirement of tender document without any deviation. We hereby withdraw all deviation mentioned in technical proposal ,if any. The bid is a "Zero Deviation bid".

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

Signature of Bidder / Authorised representative

Seal of the Company

Must be executed on non-judiciary stamp paper of Rs. 10 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder and upload it.

ANNEXURE – III : PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.: _____

Ref No. : _____ Date: _____

To

The West Bengal Power Development Corporation Limited

Bidyut Unnayan Bhawan,

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 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ with its Registered/Head Office at _____ (hereinafter referred to as the Agency/firm' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No. _____ dated _____ and the same having been unequivocally accepted by the Agency/firm resulting in a "Contract" bearing No. _____ dated _____ valued at _____ for (Scope of Contract) and the Agency/firm having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to * _____ % (percent) of the said value of the Contract to the Owner. We, _____ (Name and address) 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 Owner, on demand any and all money payable by the Contract to the extent of _____ as aforesaid at any time up to _____ (day/month/year) without any demur, reservation, contest, recourse or protest and or without any reference to the

Agency/firm. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Agency/firm 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 Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner 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 Agency/firm. The Owner 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 Agency/firm 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 Owner and the Agency/firm or any other course of remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner 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 Owner 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 Agency/firm and notwithstanding any security or other guarantee that the Owner may have in relation to the Agency/firm's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____ and shall remain in force up to and including _____ and shall be extended from time to time for such period (not exceeding one year) , as may be desired by M/s. _____ on whose behalf this guarantee has been given.

All rights of the Owner under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless the Owner brings any suit or section, to enforce a claim under this guarantee against the Bank within ninety days from the above mentioned date or from the extended date.

Dated this _____ day of _____ 200__ at _____

WITNESS

(Signature)

(Name)

(Official Address)

Attorney as per Power of

Attorney No. _____

Date _____

(Signature)

(Name)

(Designation with Bank Stamp)

Note:

- * This sum shall be ten percent (10%) of the total Contract Price.
- * The date will be 90 days after the end of the Contract period as specified in the Contract.
- * In case of foreign bank guarantees, the same shall be through a scheduled bank under RBI or reputed banking institution licensed to do business in India.

ANNEXURE – IV : HINDRANCE REGISTER

Name of the work													
Sl.No.	Nature of Hindrance	Item of work that could not be executed due to hindrance	Date of start of hindrance	Date of removal of hindrance	Period of hindrance	Overlap period, if any	Net hindrance (days)	Extension allowed (days)	Reason for rejection of extension (fully/ partly)	Action taken to remove the hindrance	Signature of Engineer –in –chief	Signature of the contractor	Remarks

ANNEXURE-V : PROFORMA FOR BANK GUARANTEE FOR BID SECURITY/BID GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref No.: Date:

To

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

Dear Sir,

In accordance with your Notice Inviting Tender (NIT) under your Specification No. _
M/s. having its Registered Head Office at

(hereinafter called the Bidder) wish to participate in the said Tender for .

As an irrevocable bank guarantee against bid guarantee for an amount of * valid for
_____ days from is required to be submitted by the Bidder as a
condition precedent for participation in the said Tender, which amount is liable to be
forfeited on the happening of any contingencies mentioned in the Tender Documents.

We, the Bank at _ having our Head Office at _ (Address of Bank)
guarantee and undertake to pay immediately on demand by The West Bengal Power
Development Corporation Limited the Amount of _____(In words
and figures) without any demur, reservation, contest, recourse or protest and without any
reference to the Bidder. Any such demand made by said Purchaser shall be conclusive
and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained hereinabove our liability under this guarantee is
limited to * _____and it shall remain in force up to and including
** _____ and shall be extended from time to time for such period (not

exceeding one year) as may be desired by M/S _____ on whose behalf this guarantee has been given.

All rights of the Purchaser under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities thereunder unless the Purchaser brings any suit or action, to enforce a claim under this guarantee against the Bank within **90 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 _____ 200_____ at _____.

WITNESS

(Signature) (Signature)

(Name) (Name)

(Official address) (Designation with Bank Stamp)

Attorney as per Power of

Attorney No. _____ Dated _____

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

** This date should be initially for 180 days and may be extended from time to time.

ANNEXURE V : PROFORMA FOR CONTRACT AGREEMENT

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

WHEREAS the Procuring Entity invited bids "**<Tender Description with NIT no. >** in WBPDC/CL" and has accepted the Bid offered by the Bidder/Contractor for the same in the sum of _____ **<mention contract value + applicable taxes >** (hereinafter "the Contract Price"). After due consideration, the procuring entity has decided to entrust to the contractor with the job/~~work/~~supply of "**< specify the job/ work/ supply >**"

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) **< mention the LOI and LOA details >** ;

(b) the Bid Forms (including Price Bid) submitted by the Contractor against the **< mention the NIT no.>**;

(c) the Terms & Conditions of Contract as accepted by the contractor as per **<<mention the NIT no.>**;

(d) the General Conditions of Contract as accepted by the contractor as per **<<mention the NIT no.>**;

(f) _____

(g) _____

This Contract shall prevail over all other Contract documents which are not covered under Clause 2 above. In the event of any discrepancy or inconsistency within the Contract documents referred under Clause 2, then the contract shall be governed by the documents in the **Letter of award** listed above.

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

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

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 WBPDC safety officer on matter relating to safety and his name shall be displayed on the notice board at prominent place at the work side.
7. Contractor must ensure use of Personal Protective equipment by its workers in line of their allotted job tabulated below. The personal protective equipment to be supplied by the contractor to their worker must be in line with IS/CE/or equipment approve standards before commencement of the work. The contractor shall also replace all damaged PPEs' during the contract at his own cost. If any contractor fails to supply the PPEs to his workers, he shall be penalized according to Clause 32 of this document.

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, powered fasteners.	Goggles & Face Shield, Helmet, Safety Shoe, Leather/Cotton Hand gloves etc.
3. Chemical (Liquid & Solid) Handling, Degreasing, Spraying, Splashing.	Chemical Goggles, Safety Glasses, Face Shield, Nose guard, Helmet, , Safety Shoe, Rubber Hand gloves, Chemical suits etc.
4. Woodworking, Sweeping, Dusting.	Safety Glasses, Face Shield, Nose guard, Helm, Safety Shoe, Leather/Cotton Hand Gloves etc.

5. Welding Job. Cutting, Brazing, Soldering, to a injury due to flashing.	Welding helmets /welding shields used over primary eye protection, Helmet, Safety Shoe ,Leather/Cotton Hand Gloves etc.
6. Working at High Temperature.	Safety Goggles, Helmet, Safety Shoe ,Heat Resistant Hand Gloves etc.
7. Metal Handling (Sharps)	Safety Goggles, Helmet, Safety Shoe ,Cut Resistant Hand Gloves etc.
8. Impact, operation of Overhead Crane	Safety Goggles, Helmet, Safety Shoe , Hand Gloves etc.
9. Electrical work	Safety Goggles, Helmet, Non steel toed Safety Shoe, Insulated Hand Gloves, Fire retardant clothing. etc.
10. Chemical like particulates, gas, vapour fumes	Safety Goggles, Helmet, Safety Shoe, Air purifying respirator with appropriate cartridge etc.
11. Oxygen deficiency work (Confined space jobs)	Safety Goggles, Helmet, Safety Shoe, Supplied Respirator (BA set) etc.
12. Fire fighting job and Rescue work.	Safety Goggles, Helmet, Safety Shoe, High Visibility fire resistance suits. Leather /cotton hand gloves
13. Working at Noisy Area.	Safety Goggles, Helmet, Safety Shoe <ul style="list-style-type: none"> • 85 dB to less than 100dB required Air Puffs • 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 W. B Factories rule, and maintain a register for the same for inspection by Respective Department and Safety Department on demand. The Factory Medical officer shall check the certificate and sent to HR Dept for issuance of Gate pass.
9. Examination of Eye sight of certain worker:-No person shall be allowed to operate a crane, locomotive, fork-lift and (dumper, dozor, lorry, tractor etc) or to give signals to a crane or locomotive operator unless his eye sight and colour vision have been examined and declared fit by qualified ophthalmologist to work whether with or without the use of corrective glasses. The eye-sight and colour vision of the person as referred shall be re-examined at least once in every period 12 months up to the age of 45 years and once in every 6 month beyond that age.
10. The worker employed by the contractor should be suitable for the respective job requirement otherwise head of the concerned Department shall have right to disallow the unsuitable worker (e.g. a vertigo patient can't be allotted a job at height).
11. In case of injury, the contractor will send the injured person to hospital /Dispensary/First Aid centre with statement to head of the concerned department under whom he work as well as Safety Officer. The contractor shall submit periodical progress report about the treatment till the injured worker is certified fit by Govt. /Govt. registered Doctor and the said certificate will be submitted to the safety department and HR & A Department

before resumption of work by the said injured worker .The contractor will maintain an arrangement at his own cost to administer first aid in case of minor injury to any working personnel.

12. The "Colour code of Helmet" of WBDCL is to be maintained by the contractor and Special Overhauling sticker shall be affixed in the helmet of the worker (Contractual) engaged in overhauling jobs.
 13. Only metallic Scaffolding with proper locking system is to be used for working height job. Proper metallic Scaffoldings are to be constructed as per IS 4041 & 3696 guideline. No make-shift or bamboo-made scaffoldings are allowed.
 14. Ladders, Crawler Ladders and Hoisting equipment should be properly checked for level, support and other safety aspects before use.
 15. Proper working platforms with hand railing and toe guard (150 mm) are to be constructed.
 16. Vehicle speed inside plant and Back horn for heavy vehicle: - Back horn is to be installed in all the heavy vehicle and the speed limit of the vehicle inside plant must be 20km/hr.
 17. Special Safety requirement, if any, is to be discussed in Per-bid in presence of personnel of Fire & Safety Dept & MOM to be made.
 18. All electrical connection is to done through RCCB/ELCB with proper plug top. No damaged, jointed or twisted cables shall be used for electrical connections. Plug tops shall be mandatorily used for connections from designated plug points.
 19. Proper illumination level is to be arranged (working light).
 20. All gas cutting equipment is to be connected through flash back arrester.
 21. Practice of shifting of gas cylinder by rolling on the ground is not allowed. Cage/Trolley is to be used for shifting Gas cylinder. All Cylinders must be with cap on head. All cylinder used at site must be tied properly to avoid falling hazards.
 22. Portable cutting & grinding machine should be made of plastic body with proper guard.
 23. Hand lamp bulb must be guarded with proper glass and cage.
 24. 24 volt power supply is to be used inside every confined space job.
 25. First Aid Box should be mandatorily available at the job site.
 26. Barricading is also mandatory for heavy lifting zone and Radiation zone. The contractor is also responsible for cordoning/ barricading any other area, which may be affected by the job and which controlling officer/ safety officer feels necessary. Grating and handrail removed for material movement must be barricaded. Same must be restored back once job is over.
27. EQUIPMENT QUALITY:-
- a) Following equipment or tools shall not be allowed inside plant premises without valid certificate and gate pass. Contractor shall submit relevant valid test certificate of equipment to controlling officer beforehand towards timely issuance of gate pass for the equipment.
 1. Welding Machine,
 2. 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:-
- A. Before execution of the job readiness of the job area is to be done following above guidelines with permission of the user department.
29. READINESS OF THE WORKERS:-
- a) The safety related actions to be taken regarding workers before starting the job.
 - b) The worker should attend safety training and competent supervisor of contractor should mandatorily deliver tool box talk before taking up any job.
30. Job execution is to be started after getting clearance from user department.
31. After Completion of work, the Scraps & debris created from the work should be cleared immediately by the Contractor at his own cost.
32. Without prejudice to the right conferred by the clause as mention before for stoppage of work for violation of Statutory rules and regulations requirement ,contractor shall be liable for penalties as mentioned below:-
- i. Upto Rs 5000/- DGM(Env & Safety)/Head of Env & Safety/Head of the Dept. where work is being done for 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 Rs10, 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 Rs50, 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 RS1, 00,000/- (One lack) or more and debarred /deregistered from taking up further contractual work in WBPDC/CL 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.

FORM

EXAMINING PHYSICIAN'S REPORT

1.PERSONAL DETAILS:

Name _____

Sex: Male/ Female

Date of Birth: _____

Marital Status: Married/ Unmarried

Designation: Division& Section: _____

Nature of Job: _____

General Appearance: _____

Present posting:

Type of job _____(occupational hazard, if any)_____

Marks of Identification:

I.

II.

Signature of
Medical Officer: _____

Signature of
Candidate: _____

2.HISTORY:

a) Personal: _____

b) Family: _____

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

d) Occupational: Previous _____ Duration with year _____

Type of work done _____

(Details of past exposure to any significant occupational hazards)

e) Female Candidate:

Menstrual History: i) Age at menarche: _____ ii) LMP: _____

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

1. 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 _____

2. SYSTEMIC EXAMINATION:

- a) Respiratory system: _____

Signature of Medical Officer

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: Sex:

7. Gate Pass No:-

8. Date of issue of Gate Pass:

9. Name of Contractor with whom engaged at present:

10. Ref. W/OrderNo.

11. Description of present job:

12. Previous experience of working at heights:

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

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

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

Deceleration:

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

Date:

Name:

Signature:

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)		