



West Bengal
Tenders

eProcurement System of Government of West Bengal

Tender Details

Date : 07-Mar-2024 10:31 AM

Print

Basic Details

Organisation Chain	THE WEST BENGAL POWER DEVELOPMENT CORPORATION LTD. CORPORATE OFFICE		
Tender Reference Number	WBPDC/CORP/NIT/E1829/23-24		
Tender ID	2024_WBPDC_680689_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Tender cum Auction
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Online	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Online Bankers	S.No	Bank Name
	1	ICICI BANK
	2	ICICI NEFT/RTGS

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Company details with annexure-I , annexure-II and empanelment document
2	Finance	.xls	BOQ

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00	Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No				

EMD Fee Details

EMD Amount in ₹	24,00,000	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Nil	EMD Payable At	Nil

Work /Item(s)

Title	3rd party sampling agency for loading end and unloading end				
Work Description	Engagement of Third Party Sampling Agency for Collection, Preparation and Chemical Analysis of Coal at Loading End Captive Mine Head or Railway Siding of WBPDC and Unloading End Power Plants of the WBPDC				
Pre Qualification Details	Please refer Tender documents. MT means Metric Ton				
Independent External Monitor/Remarks	NA				
Tender Value in ₹	11,69,00,000	Product Category	Miscellaneous Services	Sub category	NA
Contract Type	Rate Contract	Bid Validity(Days)	180	Period Of Work(Days)	365
Location	Captive Mine Head ,Railway Sdg,Power Plants	Pincode	700106	Pre Bid Meeting Place	Bidyut Unnayan Bhaban
Pre Bid Meeting Address	The West Bengal Power Development Corp. Ltd. 6th floor , Bidyut Unnayan Bhaban, Plot No. 3C LA-Block, Sector-III, Bidhannagar,Kolkata-700 106	Pre Bid Meeting Date	28-Mar-2024 12:00 PM	Bid Opening Place	Office of MnC department
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	06-Mar-2024 03:00 PM	Bid Opening Date	18-Apr-2024 12:00 PM
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Document Download / Sale Start Date	06-Mar-2024 03:00 PM	Document Download / Sale End Date	16-Apr-2024 12:00 PM
Clarification Start Date	06-Mar-2024 03:00 PM	Clarification End Date	28-Mar-2024 11:00 AM
Bid Submission Start Date	02-Apr-2024 12:00 PM	Bid Submission End Date	16-Apr-2024 12:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Tender document	1785.77

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	formats.rar	Formats	197.62
	2	BOQ	BOQ_1481670.xls	BOQ	324.50

Tender Inviting Authority

Name	GM MnC,Corporate
Address	The West Bengal Power Development Corp. Ltd. 2nd floor , Bidyut Unnayan Bhaban, Plot No. 3C LA-Block, Sector-III, Bidhannagar,Kolkata-700 106



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

NOTICE INVITING TENDER NO.
WBPDC/CORP/NIT/E1829/23-24
(OPEN TENDER-CUM –REVERSE AUCTION)

Tender ID: 2024_WBPDC_680689_1 Published on 06.03.2024

**TENDER DOCUMENT FOR
Engagement of TPSA (Third Party Sampling
Agency) for Collection, Preparation & Chemical
Analysis of Coal at Loading End (LE-Captive Mine
Head/Railway Siding of WBPDC) & Unloading End
(ULE-Power Plants of the WBPDC)**

Registered & Corporate Office:
Bidyut Unnayan Bhaban Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III,
Kolkata : 700 106

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

Open Tender-cum –reverse e-auction is hereby invited by **the General Manager (M&C), The West Bengal Power Development Corporation Limited** from empaneled agency of M/S Power Finance Corporation Ltd (latest empanelment) w.r.t collection, preparation & analysis of coal samples, through electronic tendering (e-tendering) , for **“Engagement of TPSA (Third Party Sampling Agency) for Collection, Preparation & Chemical Analysis of Coal at Loading End (LE-Captive Mine Head/Railway Siding of WBPDC) & Unloading End (ULE-Power Plants of the WBPDC)”** as per detailed scope of work mentioned in this NIT document.

Loading End (LE) indicates captive mine head railway siding i.e. Pakur, Dumka, Hazratpur, Bhanora, Bankura railway sidings & Barjora(N) mine pit head. But addition of railway sidings/mine head (maximum 2 nos) may be incorporated in future.

Unloading End(ULE) indicates WBPDC Power plants i.e. Bakreshwar Thermal Power Station, Kolaghat Thermal power station, Bandel Thermal Power Station, Santaldih Thermal Power Station & Sagardighi Thermal Power project

1. Title of the NIT : *Engagement of TPSA (Third Party Sampling Agency) for Collection, Preparation & Chemical Analysis of Coal at Loading End (LE-Captive Mine Head/Railway Siding of WBPDC) & Unloading End (ULE-Power Plants of the WBPDC)*

2. NIT NO. : **WBPDC/CORP/NIT/E1829/23-24**

Tender ID: 2024_WBPDC_680689_1

3. Scheduled dates of e-tendering :

- i) Publishing Date & Document Download start date : **06.03.2024 at 15:00 hrs.**
- ii) Pre-bid discussion : Prebid queries submission end date (through e-tender portal "clarification" module) within **28.03.2024 at 11 :00 hrs.**
Prebid meeting date : 28.03.2024 at 12:00 hrs.
Upload of prebid meeting minutes : Before 02.04.2024 at 12:00 hrs.
- iii) Bid submission start date : **02.04.2024 at 12:00 hrs.**
- iv) Bid submission end date : **16.04.2024 at 12:00 hrs.**
- v) Technical Bid opening date : **18.04.2024 at 12:00 hrs.**
- vi) Uploading of Technical Bid Evaluation sheet : To be notified later
- vii) Financial Bid opening date : To be notified later
- viii) Reverse eAuction date : To be notified later
- ix) Uploading of Financial Bid evaluation sheet : To be notified later

4. **Mode of tendering** : Open E-Tender cum Reverse eAuction
5. **Contract period** : **One year with a provision of extension of 6 months**
6. **Total Quantity to be Sampled & Analyzed** : **For LE(loading end) 20 MMT(Million Metric Ton) (±)20% per year.**
For ULE(Unloading end) 21 MMT (Million Metric Ton) (±)20% per year.
7. **Estimated cost** : **Rs. 11.69 Crore including GST**
8. **Bid Security/ EMD** : **Rs. 24,00,000 (Rs. 24 Lakh)**
(Hardcopy of BG and Notarised Declarations have to be submitted at the office of the GM (M&C) ,Corporate within 2 days from date of opening of technical bid)
9. **Security Deposit** : **10% of total work order value**
10. **Name, Designation, Address of the tendering authority** : The General Manager(M&C) , Corporate
The West Bengal Power Development Corp. Ltd.
2nd floor ,Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block,
Sector-III, Bidhannagar,Kolkata-700 106
11. **Address for Communication** : The Sr. Manager (PS) , M&C department, Corporate Office,
The West Bengal Power Development Corp. Ltd.
6th floor , Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block,
Sector-III, Bidhannagar,Kolkata-700 106
Contact: [03326813625](tel:03326813625)/[9830616477](tel:9830616477)
[/ichaudhuri@wbpdcl.co.in](mailto:ichaudhuri@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. 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@wbpdcl.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 , WBPDC 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, WBPDC 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 WBPDC 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 .

3. EARNEST MONEY DEPOSIT

A. Value of EMD: Rs. 24,00,000 (Rs. 24 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 Details for BG:

NAME OF BANK: ICICI BANK,

BRANCH NAME: R.N. Mukherjee Road , Kolkata.

A/C NO: 000605035298

IFSC CODE: ICIC0000006

A/C Name: THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

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.

4. QUALIFICATION CRITERIA

- i. The bidder should be an empaneled agency of M/S Power Finance Corporation Ltd(latest empanelment) w.r.t collection, preparation & analysis of coal samples. Relevant valid documents in support of this criteria must be submitted by the bidder.

NOTE

- WBPDC reserves the right to seek additional documents with respect to the documents submitted in support of qualifying requirements by the bidder. Failure to furnish such additional documents within the time permitted by WBPDC will be deemed incomplete bid and the bid will be liable to rejection. WBPDC also reserves the right to seek written clarification from the bidder and other appropriate authority in reference to the documents submitted by the bidder in support of qualifying requirements. A bidder, whose documents remain incomplete or ambiguous resulting in failure to fulfill the qualifying requirements, will not qualify.
- Regarding technical qualification/disqualification, interpretation of WBPDC is final & binding on the bidders.
- 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.
- Loading End (LE) indicates captive mine head railway siding i.e. Pakur, Dumka, Hazratpur, Bhanora, Bankura railway sidings & Barjora(N) mine pit head. But addition of railway sidings/mine head (maximum 2 nos) may be incorporated in future.
- Unloading End(ULE) indicates WBPDC Power plants i.e. Bakreswar Thermal Power Station, Kolaghat Thermal power station, Bandel Thermal Power Station, Santaldih Thermal Power Station & Sagardighi Thermal Power project

5. 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.

6. 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.

7. COVER 1 DOCUMENTS : TECHNICAL BID

1. 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 alongwith copies of following documents (**as and where applicable**] :

- i. Company details documents (as applicable) viz. Partnership Deed ,Co-operative society Bylaw, MOA,Trade License, Company Registration Certificate, CIN
- ii. Valid PAN Card and IT Return of AY 2021-22 , AY 2022-23 ,AY 2023-24
- iii. Valid GST Registration Certificate
- iv. Valid PF establishment code supported by latest PF return-cum-challan
- v. Valid ESI code supported by ESIC challan /Declaration on Workmen compensation

Note : Undertaking on non-applicability for any of above statutory documents is to be executed on non-judiciary stamp paper of Rs. 10 with Legal declaration affirmed before a First Class Magistrate / Notary .

2. Declaration as per Annexure –II towards acceptance of the NIT, GCC and other information uploaded by WBPDC/Corp/NIT/E1829/23-24 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.
3. Bidder should submit the relevant valid documents in support of the criteria that they are the empaneled agency of M/S Power Finance Corporation Ltd (latest empanelment) w.r.t collection, preparation & analysis of coal samples.

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.
- The Authority reserves its right to verify the documents/information submitted by the bidder.

Non-submission of the above document, 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.

**8. 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).

**9. 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 WBPDCI 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.

10. 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 WBPDC and bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

11. OPENING & EVALUATION OF BID

A) Opening of Cover 1 : Technical Cover

- a) Technical covers will be opened by the Sr. Manager , M&C , Corporate, WBPDC 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 Checked.

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

If EMD submitted in BG , non-receipt of hard copy at WBPDC shall lead to disqualification of the bidder.

The WBPDC 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 WBPDC reserves the right to assess the capability and capacity of the bidder, should the circumstances warrant such assessment in the overall interest of The WBPDC.

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 WBPDC/Company) quoted by him in the reverse auction.

Evaluation will be done only on the total rate quoted in the BOQ sheet (including GST).

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 WBPDC price within stipulated period **or the break up does not match with total offered price or a close lower value thereof**, the WBPDC will be at liberty to place order by **preparing the break-up of the offered composite cost to WBPDC 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 WBPDC 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 WBPDC shall not be subject to raising of question by any bidder and The WBPDC shall bear no liability consequent upon such decision and the bidder shall have no claim in this regard against The WBPDC.

12. 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.

13. DEVIATIONS

No deviation is allowed to the NIT

14. 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

15. 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.

16. CANCELLATION OF TENDERS

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

17. 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 loading/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 mines head /railway siding conditions and geological details available for the proposed work site.

SCOPE OF SERVICES**18. TOTAL QUANTITY TO BE SAMPLED & ANALYZED**

For LE(loading end) 20 MMT(Million Metric Ton) (±)20% per year.
For ULE(Unloading end) 21 MMT (Million Metric Ton) (±)20% per year.

19. SCOPE OF WORK FOR LOADING END (CAPTIVE MINE HEAD/RAILWAY SIDING)

19.1. The sampling & analysis of coal at loading end is to be executed at WBPDC captive mine head railway siding i.e. Pakur, Dumka, Hazratpur, Bhanora, Bankura railway sidings & Barjora(N) mine pit head. But addition of railway sidings/mine head (maximum 2 nos) may be incorporated in future.

19.2. Collection, preparation & analysis of sample will be as per 'Modalities for sampling & analysis' attached herewith.

19.3. Collection : The samples are to be collected daywise,rake wise, gradewise & source mine wise or truckwise, gradewise & source mine wise for each destination point. Proper identification to be provided for each collected sample. The job will be carried out round the clock basis.

19.4. Witness: Collection and preparation of samples will be witnessed by the representatives of MDO(Mine Developer & Operator), WBPDC authority & transporter (wherever applicable)at every stage by putting signature, however if any of the agency is not present or do not participate, the work will be done by TPSA representative and absence or failure of participation shall not be considered as a ground for disputing the sample.

19.5. TM : For TM (Total moisture), sample shall tested at site jointly, following relevant standard.

19.6. Parting of sample : After preparation, final sample(212 micron) shall be divided into four equal parts(i) TPSA (Third party Sampling agency) one part, (ii) Power house 2nd.

part (iii) 3rd part as Referee sample will be preserved after proper tagging & iv) 4th part to respective MDO (Mine developer & operator).

19.7. Fifth part shall be provided to the transporter wherever applicable.(in that case sample shall be divided into five equal parts)

19.8. Transportation of PH part sample: The 2 nd part, power house part sample shall be delivered to the respective power house by the TPSA within 8 calendar days from the date of collection of sample.

19.9. Communication of test report: The TPSA shall communicate the analysis result of their part sample fortnightly (analysis result of the samples collected in a fortnight to be submitted in the succeeding fortnight) to the Power Utility WBPDC authority, power house, MDO & transporter (wherever applicable) through email followed by hard copy as per enclosed format. The agency shall also submit soft copy (Excel format) along with hard copy of the monthly analysis report within 15th of the succeeding month. Quarterly reconciled statement of final result (after referee if any) shall be submitted. In future WBPDC may develop portal, in that case, the TPSA need to communicate analysis result, protest if any through portal.

19.10. Referee Sample preservation: Referee Sample shall be retained in double sealed condition duly signed by the representatives of captive mine, TPSA, MDO& transporter(wherever applicable) and to be kept in safe custody in a trunk at the loading end captive mine office under joint lock by MDO, captive mine authority, the TPSA & transporter(wherever applicable).

19.11. Dispute of Result: The MDO, WBPDC or transporter (wherever applicable) may raise dispute, if any, within 7 days of the submission of the result by the agency. In case of dispute, the referee samples will be sent to third party Govt / NABL accredited lab or any mutually agreed Lab for testing. Referee result will be final & binding to all.

19.12. Infrastructure facility: All the machinery, consumables, tools and tackles etc. (standard quality), required for performing the jobs shall be arranged by the agency. All equipment / sample crushers brought by the agency shall be on returnable basis. However, sample preparation room, electricity, water may be provided subject to availability at site otherwise the agency needs to arrange on their own.

19.13. Details SOP will be shared with the successful bidder.

19.14. Sampling, preparation, testing, referee sample may be under continuous CCTV surveillance.

19.15. Referee samples shall be preserved for a period of thirty days, from the date of communication of results by TPSA. Unchallenged referee samples shall be destroyed after 30 days with proper records maintained by TPSA. TPSA, Power House, MDO &

**20. SCOPE OF WORK
FOR UNLOADING
END (POWER
PLANT END)**

Transporter (wherever applicable) shall sign registrar as witness. If any party fails to attend/witness the destruction of referee sample, no claim will be entertained after destruction of unchallenged samples.

- 20.1. The sampling & analysis of coal at unloading end is to be executed at WBPDC plant - Bakreswar Thermal Power Station, Kolaghat Thermal power station, Bandel Thermal Power Station, Santaldih Thermal Power Station & Sagardighi Thermal Power project.
- 20.2. Collection, preparation & analysis of sample will be as per 'Modalities for sampling & analysis' attached herewith.
- 20.3. Collection : The samples are to be collected daywise, rake wise, gradewise & source mine wise or truckwise, gradewise & source mine wise. Proper identification to be provided for each collected sample. The job will be carried out round the clock basis.
- 20.4. Witness: Collection and preparation of samples will be witnessed by the representatives of WBPDC authority at every stage by putting signature, however if any power house representative do not participate, the work will be done by TPSA representative and absence or failure of participation shall not be considered as a ground for disputing the sample.
- 20.5. TM : For TM (Total moisture), sample shall be tested jointly at plant NABL accredited laboratory, following relevant standard.
- 20.6. Parting of sample: After preparation, final sample (212 micron) shall be divided into three equal parts (i) TPSA (Third party Sampling agency one part, (ii) Power house 2nd. part (iii) 3rd part as Referee sample will be preserved after proper tagging
- 20.7. Communication of test report: The TPSA shall communicate the analysis result of their part sample fortnightly (analysis result of the samples collected in a fortnight to be submitted in the succeeding fortnight) to the power house, through email followed by hard copy as per enclosed format. The agency shall also submit soft copy (EXCEL format) along with hard copy of the monthly analysis report within 15th of the succeeding month. Quarterly reconciled statement of final result (after referee if any) shall be submitted. In future WBPDC may develop portal, in that case, the TPSA need to communicate analysis result, protest if any through portal.

- 20.8. Referee Sample preservation: Referee Sample shall be retained in double sealed condition duly signed by the representatives of WBPDC & TPSA and to be kept in safe custody in a trunk at the Plant end office under joint lock by WBPDC & TPSA..
- 20.9. Dispute of Result: WBPDC may raise dispute, if any, within 7 days of the submission of the result by the agency. In case of dispute the referee, samples will be sent to third party Govt / NABL accredited lab or any mutually agreed Lab for testing. Referee result will be final & binding to both.
- 20.10. Infrastructure facility: Power Utility shall provide enabling conditions including collection, storage room, sample preparation facilities / machineries and their storage at their respective unloading ends. All the consumables, tools and tackles etc. (standard quality), required for performing the jobs shall be arranged by the agency. The agency is also advised to keep one set of machinery, sample preparation equipment, if required, at each site. All equipment / sample crushers brought by the agency shall be on returnable basis.
- 20.11. Details SOP will be shared with the successful bidder.
- 20.12. Sampling, preparation, testing, referee sample may be under continuous CCTV surveillance.
- 20.13. Referee samples shall be preserved for a period of thirty days, from the date of communication of results by TPSA. Unchallenged referee samples shall be destroyed after 30 days with proper records maintained by TPSA. TPSA & Power House shall sign registrar as witness. If any party fails to attend/ witness the destruction of referee sample, no claim will be entertained after destruction of unchallenged samples.

21. MODALITIES FOR SAMPLING & ANALYSIS

21.1. COLLECTION, PREPARATION AND ANALYSIS OF SAMPLE

- (a) TPSA shall be wholly responsible for collection, preparation, storage, transportation and analysis of coal samples in a transparent manner in this context as per applicable procedures, regulations and guidelines (relevant BIS) in this regard.
- (b) TPSA will arrange its own crusher/ pulverizer. Local transportation of samples to the storage room of TPSA shall be arranged by TPSA.
- (c) The sample for testing by TPSA/ referee samples shall be packed and sealed in tamper-proof hard bottles at the coal sampling site itself.

- (d) After collection of samples, laboratory samples are to be prepared within two (2) days as per relevant BIS. Sample of 212 Micron size shall be prepared, as per BIS norms.
- (e) Both proximate & GCV analysis of coal to be determined as per relevant BIS/ASTM standard. GCV to be determined by Automatic Bomb Calorimeter with print out facility without manual intervention as per relevant BIS/ASTM standard and necessary records will be kept by TPSA. For tests/analysis as per enclosed format, prepared samples will be transported to the NABL Accredited Laboratory by the TPSA

21.2. COLLECTION OF SAMPLES FROM LOADED WAGONS (RAIL) ROUND THE CLOCK:

- (a) Rake-wise and grade-wise coal supplied from one loading end shall be considered as one lot, in case of supplies by rail.
- (b) Each lot shall be divided into a number of sub-lots in a manner that the quantity of coal/ number of wagons in such sub-lots is more or less equal. One (1) gross sample shall be collected from each sub-lot. The number of sub-lots shall be determined as under:

No. of wagons in one Lot	Number of sub lots/ gross samples
Up to 30 wagons	4
>30 wagons up to 50 wagons	5
>50 wagons	6

- (c) Each sub-lot consists of one (1) wagon selected as per random table given in IS: 436 (Part I/ Section I) 1964 for collection of gross sample/ increments.
- (d) In each wagon selected for sampling, the sample shall be drawn from one spot in such a manner so that if in the first randomly selected wagon, the sample is collected at one end, in the next random wagon the sampling spot will be in the middle of the wagon and in the third random wagon, the sampling spot will be at the other end and this sampling procedure shall be repeated for all subsequent random wagons.
- (e) Before collecting the samples, the sampling spot will be levelled and at least 25 cm of coal from the surface shall be removed/ scrapped and the place will be levelled for an area of 50 cm by 50 cm.
- (f) About 50 kg of sample shall be collected from each selected wagon in the lot by drawing 10 increments of approx. 5 kg each with the help of shovel/ scoop.
- (g) Samples thus collected from all the selected wagons in a lot shall be mixed together to

form one gross sample per lot.

- (h) In case live overhead traction line exists in the siding, TPSA shall ensure that the power supply in the overhead traction is essentially switched off before commencement of sample-collection process from loaded wagons.
- (i) **Safety of the working personnel during the process of sampling must be given top most priority.**
- (j) **Final Composite sample to be prepared daywise, gradewise, sourcewise . Details SOP will be shared with the successful bidder**

21.3. COLLECTION OF SAMPLES OF COAL DESPATCHES BY ROAD

- (a) Samples shall be collected source-wise and grade-wise on daily basis round the clock, depending upon the timing of loading at respective despatch point(s).
- (b) The first truck for TPSA sampling on a day shall be selected randomly from the first eight loaded trucks before weighment at the road weighbridge. Every eighth (8th) truck being loaded of the same grade in the order of loading thereafter shall be subjected to TPSA sampling.
- (c) The sampling spot at the top of the loaded truck, selected randomly, will be levelled and at least 25 cm of coal surface shall be removed/ scrapped and the place will be levelled for an area of 50 cm by 50 cm for collection of sample.
- (d) About 30 kg of sample shall be collected from each selected truck by drawing increments of approx. 5 kg each with the help of shovel/ scoop.
- (e) All the samples collected source-wise, grade-wise from every 8th truck on daily basis shall be mixed together to form a grosssample.

21.4. PREPARATION OF LABORATORY SAMPLES

- (a) Re The gross sample shall be crushed into 12.5 mm laboratory sample. The 12.5 mm crushed laboratory sample shall be divided into two portions. One portion (one fourth of the above sample) called Part — 1 shall be used for analysis of total moisture and the other portion (three fourth of the above sample) called Part — 2 for determination of ash, moisture, volatile matter (VM), fixed carbon (FC), and GCV on ADB, Equilibrated Basis (60% RH & 40°C & ARB as per analysis report format table. Determination of total moisture shall be conducted by the TPSA at site labs within 24 hours after collection of samples.
- (b) The Part-2 sample shall be reduced into laboratory sample. For the general procedure for reduction of gross sample and preparation of moisture sample and laboratory samples, IS: 436 (Part 1/ Set 1)-1964 or it's latest version if any shall be followed.

- (c) Final Laboratory samples shall be in the size of 12.5 mm for determination of Total Moisture and in the size of 212 micron IS sieve for determination of proximate & GCV analysis.
- (d) TPSA shall ensure that the final lab sample is essentially in 212-micron size before the same is collected, so that no further sieving or pulverizing is warranted at the laboratory before analysis. Final Lab sample shall not be handed over by TPSA in size other than that of 212 microns IS sieve
- (e) Analysis of sample(s):

TPSA part of sample shall be taken by TPSA to NABL Accredited Laboratory for analysis of ash, moisture, volatile matter (VM), fixed carbon (FC), and GCV on ADB (air Dried), Equilibrated Basis (60% RH & 40°C), & ARB (As received basis) as per analysis report format table. All tests are to be carried out as per latest BIS Standards (IS: 1350 Part 1-1984), (IS: 1350 Part-II-with latest revision), & relevant ASTM standards.

21.5. RECORDS OF SAMPLES/ THIRD PARTY SAMPLING

- (a) Proper analysis records like electronic print-out of the analysis results obtained from the Automatic Bomb Calorimeter, source-wise, grade-wise and date-wise details of coal samples received, etc. shall be maintained at the laboratories where the coal samples are analyzed by TPSA.
- (b) Name of the colliery/ Siding/ destination, date of collection and other identification details (e.g. Rake no. in case of rail supply etc.) shall be properly recorded by TPSA and a proper code number is assigned for each sample for identification and reconciliation of the analysis results.
- (c) Monthly statements containing the details of each and every analysis result source wise, mode-wise, grade-wise and consumer-wise, finalized during a month based on analysis by a TPSA or referee analysis, as the case may be shall be prepared by TPSA and submitted before the 15th of the following month stating inter alia, the quantity of Coal covered against the respective analysis results.

COMMERCIAL TERMS & CONDITIONS

22. PRICE

Firm, per Metric Ton (MT) basis throughout the contractual period & inclusive of all like machinery, tools, tackles and plants, ESIC, contingencies, overheads, supervision profits etc., manpower, consumable, wage escalation, other expenses if any.

Cost is inclusive of all incidental expenses.

No other cost / reimbursement will be paid unless otherwise agreed by WBPDC

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

- i. Payment will be on monthly RA Bill basis & rate will be firm throughout the contractual period
- ii. The agency shall submit analysis report of coal as per relevant Annexure, to the WBPDC/CL Corporate F.M. department in triplicate within 15 days of succeeding month for each LE & ULE separately. Two copies of the analysis result will be sent to respective power station/captive mine after due verification. The F.M department of respective power station/Authority of captive mine shall process the bill for that particular month only after receiving analysis report from corporate F.M department. The agency shall also submit soft copy of the analysis report in Excel format.
- iii. For unloading end the agency shall submit monthly bills in triplicate Plant wise for the admissible payment towards work done in preceding calendar month along with all relevant documents within 15th of succeeding month to the respective Fuel Management department of WBPDC/CL Power Plants.
- iv. For loading end job, the agency shall submit monthly bills in triplicate Railway siding wise/Captive mine head wise for the admissible payment for work done in preceding calendar month along with all relevant documents within 15th of succeeding month to the respective GM/Agent of the captive mine.
- v. The bill of the agency shall be paid within sixty (60) days from submission of bills along with all relevant documents from respective power station for unloading end & for loading end payment will be done from WBPDC/CL Corporate office, However, due to unavoidable circumstances, if the payments is not made within sixty (60) days, no interest shall be payable for such delays.
- vi. The agency shall furnish relevant documents including PF challan, wage sheet, insurance along with the bills. In absence of any document if the payment is delayed, WBPDC/CL shall not be responsible for such delays.
- vii. Penalty if any, will be charged with GST if applicable.
- viii. RR(Railway Receipt) weight will be considered for the purposes including billing, LD, termination etc. If weighment is not done & RR is based on chargeable weight, then WBPDC/CL plant end weighment will be considered for billing purposes. If plant end weighment also not done, then average wagon weight of last ten weighed rakes from that particular source(LE railway siding) shall be considered to determine the weight of the unweighed rake. The weight of all the rake received at the unloading end in a particular calendar month will be considered for ULE as well as LE for the purposes including billing, LD, termination etc.
- ix. **Withholding of Payment:**

WBPDC may withhold the whole or part of any payment for work claimed by the agency which in the opinion of the order placing authority is necessary to protect WBPDC from loss on account of:

- (a) Services not rendered as per the scope of work.
- (b) Damage to WBPDC or others property.
- (c) Penalties, if imposed on account of statutory Labour Laws or by court of law in case injuries inflicted to any personnel.

25. CONTRACT PERIOD

The contractual period is twelve (12) months with a provision of extension of another six (06) months at the same rate and terms and condition subject to satisfactory performance of the recipient of the contract and discretion of WBPDC authority.

26. COMMENCEMENT OF JOB & CO-ORDINATION:

The job shall have to be commenced within two weeks from the placement of LOA/ Order whichever earlier. The party shall work in close coordination with WBPDC supervisory personnel.

27. CONTROLLING OFFICER

- (a) Order controlling officer will be the General Manager (Fuel Management), WBPDC or his authorized representative.
- (b) Job Controlling Officer will be the General Manager of respective plants of WBPDC or his authorized representative as EIC (Engineer In Charge) for unloading end job.
- (c) For loading end job respective Agent/General manager or his authorized representative shall be the job controlling officer.

28. PAYING AUTHORITY

The Additional General Manager (F & A) of respective WBPDC Power plant or his authorized representative shall be the Paying Authority for unloading end job.

General Manager (F & A) WBPDC Corporate office shall be paying authority for loading end job.

29. 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.

30. ADDITIONAL PERFORMANCE BG FOR LOW QUOTING

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 after issuance of letter of intimation to the L1 bidder .

Validity of this additional performance BG shall be one year from the start date of contract period with a claim period of 90 days .

Award of contract shall not be placed if this additional PBG is not submitted and accordingly EMD shall be forfeited .

31. REFUND OF PERFORMANCE SECURITY DEPOSIT

- a) On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the WBPDC shall be refunded.
- b) Performance Security(CPBG / Additional PBG) 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).
- c) 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 WBPDC 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.
- d) 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 WBPDC’s dues from the contractor on the date of termination. The amount of security deposit shall bear no interest.

32. LIQUIDATED DAMAGE

a) **Non-collection of samples:**

In case any consignment goes unsampled due to the failure of TPSA, double the rate of sampling charge on unsampled quantity shall be imposed as penalty on TPSA towards its failure

- b) Analysis report shall be submitted in the succeeding fortnight for the sample collected in the preceding fortnight plantwise/railway siding wise/ captive mine head wise. Monthly coal sample analysis report shall have to be submitted within 15 calendar days of the succeeding month failing which would attract penalty @ 10% of that bill towards the respective months plant wise/ railway siding wise/captive mine head wise.
- c) In case of deviation of sample analysis result of the agency (GCV EQ basis) between Loading End (railway siding) & Unloading End (Plant) is **more than 140 KCAL/KG** source wise (loading end railway siding wise) monthly weighted average basis, then penalty @ 10% of Loading end sampling analysis charges for the respective quantity will be charged & deducted from the bill of Loading End Railway siding wise for that particular month.

This penalty will be applicable from second occasion (one occasion indicates GCV deviation of one loading end railway siding for one month), for the first occasion agency need to clarify their position regarding the GCV deviation.

- d) If sample analysis result (loading end or unloading end) is not available for a particular rake, that rake may be excluded for calculating weighted average GCV.

- e) Late delivery of sample to the respective power house will attract penalty @ 20% of sampling & analysis charges of the quantity represented by that particular sample.
- f) In case deviation of sample analysis result of the agency (GCV EQ basis) between LE & ULE, source wise (loading end railway siding wise), monthly weighted average basis is more than 140 KCAL/KG in any five occasions, (one occasion indicates GCV deviation of one loading end railway siding for one month), it shall form ground for termination of the Agreement without any kind of compensation to the agency.

33. PRECISION

- a) In every sample involving referee analysis, the Bomb Calorimeter GCV value of referee sample analysis should be within the precision of (+/-) **71.7** Kcal/Kg compared to the Bomb Calorimeter GCV value of initial analysis of that sample as specified under BIS norms.
- b) For every such sample, where the difference of Bomb Calorimeter GCV value of referee sample analysis and Bomb Calorimeter GCV value of TPSA sample analysis exceeds the above tolerance limit, no sampling charges shall be payable for that sample for TPSA sampling. The recovery may be done from the billing of succeeding months/performance security/additional performance security
- c) In case the above variation exceeds beyond ten percent (10%) of total number of referee samples that are challenged in a month it shall be construed unsatisfactory performance on the part of TPSA. In the event, the variation occurs in more than four (4) months in a period of one year (12 months), it shall form ground for termination of the Agreement.

34. SPECIAL CONDITIONS OF CONTRACT

- (i) The agency will be responsible for arrangement of their gate passes, insurance etc. of workers as required. The agency shall abide by all the statutory regulations in respect of the workers employed by them for the aforesaid work without any extra cost.
- (ii) Tools & tackles if required are to be provided by the agency without any additional cost involvement.
- (iii) WBPDC shall not provide any logistic, local transportation facility and operational help for the above-mentioned job.
- (iv) WBPDC shall not arrange room accommodation, fooding to the visiting person(s) during visit at WBPDC power house. WBPDC shall not provide TA, DA, journey fare or any other facility to the visiting persons.
- (v) The procedural delays and force majeure situations will not bear any financial implication. Restoration of the job in such circumstances will be decided by the EIC and shall be binding to the agency.
- (vi) The following terms would indicate as described exclusively for Scope of Work, Payment / Service Charges, Penalties & other terms & condition.
 - a) "EIC" Engineer in charge authorized by respective Power Plant G.M.
 - b) "Agency" Awardee of the contract through tendering process.
 - c) 'TPSA'- Third party sampling agency, the awardee of the contract

- (vii) The contractor must have PF registration for all the workers engaged in the contract with Regional Provident Fund Commissioner and submit proof of their PF Registration. PF must be paid as per law and relevant provisions compiled.
- (viii) The agency shall have to obtain valid labor license from the competent authority for the work engaged by them.
- (ix) The contractor shall get their workers insured under the scheme of ESI Act 1948 for insurance medical benefits provided by the Act at his cost as per the applicability of the Act.
- (x) In case of any untoward incident (God forbid) during execution of the jobs, no legal/financial obligation lies with WBPDC.
- (xi) RR(Railway Receipt) weight will be considered for the purposes including billing, LD, termination etc. If weighment is not done & RR is based on chargeable weight, then WBPDC plant end weighment will be considered for billing purposes. If Plant end weighment is also not done, then average wagon weight of last ten weighed rakes from that particular source (LE railway siding) shall be considered to determine the weight of the unweighed rake. The weight of all the rake received at the unloading end in a particular calendar month will be considered for ULE as well as LE for the puposes including billing, LD, termination etc. For captive mine head respective weighbridge weighment shall be considered.
- (xii) For this tender railway siding, Goods shed & private siding indicate the same & can be used interchangeably.
- (xiii) GCC & Safety clauses are applicable.
- (xiv) The quantities of coal received may vary to a substantial extent depending upon the specific requirement of power stations or other external conditions time to time, accordingly quantity of coal for sampling may vary. However, the payment/remuneration shall be given to the agency on the basis of actual work done without any string attached to the ordered quantity. WBPDC in no way shall be held liable to fulfill ordered quantity or for that matter shall not be liable to compensate if received quantity of coal (quantity for sampling) doesn't fulfill the ordered quantity due to unavoidable circumstances.
- (xv) The bidder shall visit ULE (WBPDC Power plant) to get acquainted with the existing infrastructure (including Building, water, Electricity, Machinery, tools & tackles e.t.c), existing manpower, wage escalation e.t.c before participating in the tender. The agency may use the existing infrastructure; however, the agency is advised to keep an extra set of machinery, tool, tackles etc to continue the job hassle-free. Breakdown or inadequacy of existing infrastructure shall not cause any hindrance towards continuous execution of the job.
- (xvi) The bidder shall visit LE site to get acquainted with the existing infrastructure, manpower e.t.c. before participating in the tender. For loading end job (LE), the agency shall have to arrange all the machinery, tools, tackles, consumables on their own. Sample preparation room, water, electricity e.t.c may be provided subject to availability at the site.
- (xvii) Apart from sampling & analysis of coal from rail/road carrier, if any other sampling & analysis of coal is required from yard, feeder etc. that shall be done at the discretion of EIC. Remuneration equivalent to one rake of coal (=3500 ton) at ordered rate (Rs/MT) will be paid per occasion.

GENERAL CONDITIONS OF CONTRACT

35. 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 WBPDC/L and includes its authorized representative or any other person empowered on their behalf by WBPDC/L.
- (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 WBPDC/L 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 WBPDC/L and includes an authorized representative of the WBPDC/L or any other person / persons or body of persons empowered in this behalf by the WBPDC/L.
- (viii) The "Agent / Manager / Engineer-in-charge" shall mean the officer appointed by the WBPDC/L 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 WBPDC/L and the contractor and the formal agreement executed between the WBPDC/L 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 WBPDC/L 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 WBPDC 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/WBPDC 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.

36. EFFECTIVE DATE

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

37. AWARD OF CONTRACT:

- i) The bidder, whose bid is accepted by WBPDC, 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) WBPDC 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, WBPDC 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.

38. SAFETY CLAUSES:

The agency shall take all safety measures during the work as per the safety rules as defined in "Safety Annexure" in consultation with the Controlling officer. The contractor will be solely and wholly responsible for accident that may occur during the execution of the work and for injury or damage to person or property of any description whatsoever which may be caused by or result from the execution of the work.

39. 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.

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 WBPDC.

43. SURVIVING OBLIGATION

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

44. 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 WBDCL reserves the right to terminate the contract without any notice under the following specific conditions/ circumstances:

- i) **If the agency doesn't commence the job within two weeks from issuing LOA or order whichever earlier, it shall form grounds for termination of the Agreement without any kind of compensation to the agency.**
- ii) **If the TPSA doesn't execute job as per scope, the agency shall have to explain reasons for unsatisfactory performances in writing. If WBDCL is not satisfied, it shall form ground for termination of the Agreement, without any kind of compensation to the agency.**
- iii) Involvement in action causing breach of peace and discipline within the WBDCL/ area premises,
- iv) Failure to comply with terms and conditions of the contract,
- v) Moral turpitude,
- vi) Violation of the provisions under various laws and awards in force from time to time as are applicable to the work,
- vii) Any action on the part of the contractor which in the opinion of the management is detrimental to the interest of the WBDCL.

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 WBDCL.

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

After placement of the contract, there may be an unforeseen situation compelling WBDCL to cancel the contract. In such a case, *the WBDCL 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 WBDCL.*

D. RECOURSE AVAILABLE TOWBDCL 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, Additional performance security(if applicable), 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.

45. 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.

46. HANDLING OF SUITS

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

47. 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

48. 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).

49. BLACKLISTING

For suspension/ blacklisting/ debarring, procedures as laid down under the WBPDC'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, WBPDC 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.

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, Helmet, Safety Shoe, Leather/Cotton Hand Gloves etc.
5. Welding Job. Cutting, Brazing, Soldering, to avoid injury due to flashing.	Welding helmets /welding shields used over primary eye protection, Helmet, Safety Shoe, Leather/Cotton Hand Gloves etc.
6. Working at High Temperature.	Safety Goggles, Helmet, Safety Shoe, Heat Resistant Hand Gloves etc.
7. Metal Handling (Sharps)	Safety Goggles, Helmet, Safety Shoe, Cut Resistant Hand Gloves etc.
8. Impact, operation of Overhead Crane	Safety Goggles, Helmet, Safety Shoe, Hand Gloves etc.
9. Electrical work	Safety Goggles, Helmet, Non steel toed Safety Shoe, Insulated Hand Gloves, Fire retardant clothing. etc.
10. Chemical like particulates, gas, vapour fumes	Safety Goggles, Helmet, Safety Shoe, Air purifying respirator with appropriate cartridge etc.
11. Oxygen deficiency work (Confined space 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 Protection • 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 WBPDC 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: 6.
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)		

Signature Not Verified

Digitally signed by IPSITA CHAUDHURI
Date: 2024.03.06 14:31:16 IST
Location: West Bengal-WB

Item Rate BoQ

Tender Inviting Authority: The General Manager(M&C) , Corporate
 The West Bengal Power Development Corp. Ltd.
 2nd floor ,Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block, Sector-III, Bidhannagar,Kolkata-700 106

Name of Work:Engagement of TPSA (Third Party Sampling Agency) for Collection, Preparation & Chemical Analysis of Coal at Loading End (LE-Captive Mine Head/Railway Siding of WBPDCCL) & Unloading End (ULE-Power Plants of the WBPDCCL)

NIT NO. : WBPDCCL/CORP/NIT/E1829/23-24
 Tender ID: 2024_WBPDC_680689_1

Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE in Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1.01	Collection, Preparation & Chemical Analysis of Coal at Loading End (LE-Captive Mine Head/Railway Siding of WBPDCCL)	20000000.00	MT		0.000	0.000	INR Zero Only
1.02	Collection, Preparation & Chemical Analysis of Coal at Unloading End (ULE-Power Plants of the WBPDCCL)	21000000.00	MT		0.000	0.000	INR Zero Only
Total in Figures					0.000	0.000	INR Zero Only
Quoted Rate in Words		INR Zero Only					

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)

(Signature)

(Name)

(Name)

(Official Address)

(Designation with Bank Stamp)

Attorney as per Power of

Attorney No. _____

Date _____

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-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.

THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

ANNEXURE

Proforma for Additional Performance Guarantee

PROFORMA FOR BANK GUARANTEE (FOR ADDITIONAL CONTRACT PERFORMANCE GUARANTEE)

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

Bank Guarantee No.: _____

Date: _____

To,
[Procuring Entity's Name & Address]

Dear Sir,

In consideration of the.... [Procuring Entity's Name]..... (Hereinafter referred to as the 'Procuring Entity' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s.... [Contractor's Name]..... With its Registered/Head Office at..... (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Procuring Entity's Letter of Acceptance No. dated and the same having been acknowledged by the Contractor, for [Contract sum in figures and words] for [Name of the work] and the Contractor having agreed to provide an Additional Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to (*)..... of the said value of the aforesaid work under the Contract to the Procuring Entity.

We..... [Name & Address of the Bank]..... having its Head Office at..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Procuring Entity on demand any and all monies payable by the Contractor to the extent of (*) as aforesaid at any time upto..... (@) [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Procuring Entity on the Bank shall be conclusive and binding notwithstanding any difference between the Procuring Entity and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Procuring Entity and further agrees that the guarantees herein contained shall continue to be enforceable till the Procuring Entity discharges this guarantee or till[days/month/year] whichever is earlier.

The Procuring Entity shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Procuring Entity shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Procuring Entity and the Contractor or any other course or remedy or security available to the Procuring Entity. The Bank shall not be released of its obligations under these presents by any exercise by the Procuring Entity of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Procuring Entity or any other indulgence shown by the Procuring Entity or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

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ANNEXURE

Promorma for Contract Agreement

PROMORMA FOR CONTRACT AGREEMENT

THIS AGREEMENT made at this day of between **The West Bengal Power Development Corporation Limited of Plot No. 3/C LA-Block, Sector-III, Bidhannagar, Kolkata-700 106** (hereinafter called “the Procuring Entity”) of the one part, and of, (hereinafter “the Contractor”), of the other part :

WHEREAS the procuring Entity invited bids for “..... (NIT no.: Dtd:-.....)” and has accepted the Bid offered by the Bidder/Contractor for the same in the sum of Rs./- (INR **Only**)(Incl. Tax and Others) (hereinafter “the Contract Price”). After due consideration, the procuring entity has decided to entrust to the contractor with the Work of “..... (Work Order no.: Dtd:-.....)”.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

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

Signed by(for the procuring Entity)

Witnessed by(for the procuring Entity)

Signed by(for the Contractor)

Witnessed by(for the Contractor)

THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

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ANNEXURE

Safety Annexure

SAFETY PROVISION RELATING TO CONTRACTOR:-

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

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, Helmet, Safety Shoe, Leather/Cotton Hand Gloves etc.
5. Welding Job. Cutting, Brazing, Soldering, to avoid injury due to flashing.	Welding helmets /welding shields used over primary eye protection, Helmet, Safety Shoe ,Leather/Cotton Hand Gloves etc.

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PROTECTION OF JOB	APPROPRIATE PPE
6. Working at High Temperature.	Safety Goggles, Helmet, Safety Shoe ,Heat Resistant Hand Gloves etc.
7. Metal Handling (Sharps)	Safety Goggles, Helmet, Safety Shoe ,Cut Resistant Hand Gloves etc.
8. Impact, operation of Overhead Crane	Safety Goggles, Helmet, Safety Shoe , Hand Gloves etc.
9. Electrical work	Safety Goggles, Helmet, Non steel toed Safety Shoe, Insulated Hand Gloves, Fire retardant clothing. etc.
10. Chemical like particulates, gas, vapour fumes.	Safety Goggles, Helmet, Safety Shoe, Air purifying respirator with appropriate cartridge etc.
11. Oxygen deficiency work (Confined space job etc.)	Safety Goggles, Helmet, Safety Shoe, Supplied Air Respirator (BA set) etc.
12. Fire fighting job and Rescue work.	Safety Goggles, Helmet, Safety Shoe, High Visibility fire resistance suits. Leather /cotton hand gloves etc.
13. Working at Noisy Area.	Safety Goggles, Helmet, Safety Shoe <ul style="list-style-type: none">• 85 dB to less than 100dB required Air Plugs.• 100dB or greater required Air Muffs

8. The contractor will ensure medical examination for its workers before commencement of any work and once in every year by qualified medical doctor as per provision in the Factories Act, 1948 and 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 WBPDC 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.

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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.

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- e) Electrical Maintenance or repair (Including minor) shall only be performed by approved competent person related to electrical work.
- f) The contractor shall ensure periodic testing /Examination of equipment as well as safety tools and tackles used by them as per provision of The Factories Act, 1948 and The West Bengal Factories Rules, 1958 and maintain a register for the same for inspection by respective dept/ Fire & Safety Dept. on demand.

28. READINESS OF THE JOB OF THE AREA:-

Before execution of the job readiness of the job area is to be done following above guidelines with permission of the user department.

29. READINESS OF THE WORKERS:-

- a) The safety related actions to be taken regarding workers before starting the job.
- b) The worker should attend safety training and competent supervisor of contractor should mandatorily deliver tool box talk before taking up any job.

30. Job execution is to be started after getting clearance from user department.

31. After Completion of work, the Scraps & debris created from the work should be cleared immediately by the Contractor at his own cost.

32. Without prejudice to the right conferred by the clause as mention before for stoppage of work for violation of Statutory rules and regulations requirement ,contractor shall be liable for penalties as mentioned below:-

- i. Upto Rs 5000/- DGM(Env & Safety)/Head of Env & Safety/Head of the Dept. where work is being done for 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 WBPDCCL from the date of issue of debarring /deregistering order in case any fatal accident occurs due to violation as mentioned clause (i) and (iv) above.
33. Submission of Duly filled & signed “Safety Clearance Certificate” as per attachment is mandatory for final clearance of payment.

THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

A Government of West Bengal Enterprise | CIN : U40104WB1985SGC039154

FORM
EXAMINING PHYSICIAN'S REPORT
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: _____

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:

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		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 _____

SYSTEMIC EXAMINATION:

- k) Respiratory system: _____

Signature of Medical Officer

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APPLICATION FOR ISSUANCE OF HEIGHT PASS

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

1. Full Name of applicant (Block Letters):-
2. Present Address:
3. Permanent Address:
4. Age: 5. Sex: 6. Height
7. Gate Pass No:-
8. Date of issue of Gate Pass:
9. Name of Contractor with whom engaged at present:
10. Ref. W/Order No.
11. Description of present job:
12. Previous experience of working at heights:

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

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

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

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:

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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 WBPDCCL 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),WBPDCCL		
Safety Officer / Head of Env & Safety / Dy. General Manager(E&S)		

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ANNEXURE

LOA Acceptance Format

(To be submitted in company letterhead after receipt of LOA)

Ref. No:

Date:

To,
The General Manager (Materials and Contracts)
The West Bengal Power Development Corporation Limited,
Bidyut Unnayan Bhaban,
Plot no. 3/C, LA- Block, Sector-III,
Salt Lake City, KOLKATA-700106 (WB).

Subject: Unconditional Acceptance of Letter of Award (LOA).

Dear Sir / Madam,

We, (name of the agency) having our registered office at (address), hereby acknowledge the receipt of the LOA / Contract / Order no.: dated: for the Contract “.....” against the NIT no.: dated:

We hereby convey our “Unconditional Acceptance” to all the terms and conditions of the above referred LOA / Contract / Order.

The Contract Performance Guarantee / Security Deposit / Additional Contract Performance Guarantee (if any) as stipulated in the LOA / Contract / Order, shall be submitted as per the timeline given in the said LOA / Contract / Order.

The Contract Agreement (if any) shall be executed in line with the terms and conditions of the said LOA / Contract / Order.

Thanking you.

Yours faithfully

Agency’s Name & Stamp

Authorised signatory

Name:

Designation:

Contact no.:

Email:

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ANNEXURE-QR

QR Summary Sheet

(To be submitted by the bidder)

Ref. No:

Date:

DETAILED SUMMERY SHEET BASED ON THE QR DOCUMENTS AS SUBMITTED AGAINST THE NIT NO.:DATED:.....

A) TECHNICAL QR DETAILS:

Sl. no.	Submitted Work Order no. and date	Duration of the Work / Supply	Name of the Work Order issuing authority	Short description of Scope of work/supply	Executed Value (Rs.) As per submitted order		Date of completion (as per completion certificate)
					Excluding GST	Including GST	

B) FINANCIAL QR DETAILS:

DETAILS	FY 20-21	FY 21-22	FY 22-23	AY 21-22	AY 22-23	AY 23-24
Audited Balance sheet & Profit & Loss A/C statement duly audited by CA mentioning UDIN. (Submitted or Not submitted)				----	----	----
Annual Net Worth (Positive or Negative)				-----	-----	-----
Annual TURN OVER (In Rs) NOT LESS THAN				-----	-----	-----
ITR copy (Submitted or Not submitted)	-----	-----	-----			

FY means: Financial Year, AY means: Assessment Year

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C) OTHER IMPORTANT DOCUMENTS:

DETAILS	Submitted	Not Submitted	Remarks if not submitted
a) Copy of PAN Card			
b) Copy of GSTIN Registration Certificate			
c) Provident Fund Registration Certificate			
d) Provident Fund latest challan			
e) ESI Registration Certificate			
f) ESI latest challan			
g) Professional Tax Registration Certificate Clearance Certificate			
h) Professional Tax latest challan			
i) Copy of Trade License/ Enlistment Certificate / Partnership Deed / Any other Registration Certificate			
j) Company registration certificate as per Company's act. / Memorandum of articles / Memorandum of associations.			
k) Any other required documents (optional)			

I,(name of the authorised signatory) hereby declare that all the relevant documents are attached with the technical bid in support of the above mentioned QR summary.

Signature, Name & Stamp of Authorised signatory