



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

**NOTICE INVITING TENDER NO.
WBPDC/CORP/NIT/E1923/24-25**

Published on 23.09.2024

**TENDER DOCUMENT FOR
TENDER –CUM –REVERSE eAUCTION FOR
TREE CUTTING, FELLING, TRANSPORTATION AND
TRANSPLANTATION FROM NON-FOREST AREA OF
MOUZA CHILGO OF PACHHWARA (NORTH) COAL MINE,
JHARKHAND.**

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.

The Pachchwara (North) coal mine has been allotted to WBPDC after de-allocation of Coal Blocks vide allotment order No- 103/12/2015/NA dated 31.03.2015 by the Nominated Authority Ministry of Coal, Government of India.

To achieve the targeted coal production and for the continuation of the mining operation in non-forest areas of mouza Chilgo of Pachchwara North Coal Mine in Jharkhand for the year 2024-25 , it has been approved for tree felling, transportation and transplantation in mining area, Chilgo R & R area and Garland Drain area.

Tender is hereby invited by **the General Manager (M&C), The West Bengal Power Development Corporation Limited** from the resourceful, well experienced and financially sound Agencies/ Companies through electronic tendering (E-tender cum Reverse eAuction) , for the job of **“Tree cutting, felling, transportation and transplantation from non-forest areas of Mouza Chilgo of Pachchwara (North) Coal Mine , Jharkhand”** as per detailed scope of work mentioned in this NIT document.

INFORMATION TO BIDDERS

1. **Title of the NIT** : *Tree cutting, felling, transportation and transplantation from non-forest areas of Mouza Chilgo of Pachhara (North) Coal Mine, Jharkhand*
2. **NIT NO.** : WBPDC/CORP/NIT/E1923/24-25
3. **Scheduled dates of e-tendering :**
 - i) **Publishing Date** : 23.09.2024 at 12:00 hrs.
 - ii) **Document Download start date** : 23.09.2024 at 12:00 hrs.
 - iii) **Bid submission start date** : 23.09.2024 at 12:00 hrs.
 - iv) **Bid submission end date** : 01.10.2024 at 12:00 hrs.
 - v) **Technical Bid opening date** : 03.10.2024 at 12:00 hrs.
 - vi) **Uploading of Technical Bid Evaluation sheet** : To be notified later
 - vii) **Reverse eAuction date** : To be notified later
 - viii) **Uploading of Financial Bid evaluation sheet** : To be notified later
4. **Mode of tendering** : Open E-Tender cum Reverse eAuction
5. **Estimated Cost** : Rs. 2.11 Crore inclusive of GST
6. **No. of Trees** : The total number of trees to be transplanted is 2123 and the total number of trees to be felled is 3786.

7. **Contract Period** : **6 (Six) months w.e.f. date of commencement**
8. **Bid Security/ EMD** : Rs.4.20 Lac /-
9. **Offer Validity** : 180 days from date of opening of Technical Bid
10. **Performance Security Deposit** : **10% of total work order value**
11. **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
12. **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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SECTION I : 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. EARNEST MONEY DEPOSIT

A) Value of EMD: **Rs.4.20 Lac/-**

B) Mode of submission:

EMD shall be submitted ONLINE through this portal.

There is no exemption in EMD.

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 AGM(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 AGM(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 AGM(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 AGM(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.

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 be 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.

**3. QUALIFYING
REQUIREMENT
(QR)**

- i) The Bidder should have the Experience of having successfully completed similar works during last 7 years ending 31.08.2024 in **Government/ Quasi Govt. organization /Well Reputed Private Organization (LISTED COMPANIES) / PSU in coal mining area** should be either of the following: -
- a. Three completed contracts having executed job value of each contract on similar works costing not less than amount equal to Rs. 71 Lakh excluding taxes and duties.
- or
- b. Two completed contracts having executed job value of each contract on similar works costing not less than amount equal to Rs. 89 Lakh excluding taxes and duties
- or
- c. One completed contracts having executed job value of each contract on similar works costing not less than amount equal to Rs. 1.43 Crores excluding taxes and duties.

Similar Work for this Tender is defined as: **“Tree cutting/ Tree Log transportation/ Tree transplantation ”**.

- ii) Average Annual Turnover during last 03 (three) financial years i.e. FY 2020-21 , FY 2021-22 & FY 2022-23 should be at least **Rs. 63 Lakh**.
- iii) The net worth of each FY 2020-21 , FY 2021-22 & FY 2022-23 should be positive.

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

The bidder has to submit the work completion certificate/payment invoice/ document amount receipt against the submitted contract.

4. 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.

i) 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 of section -IV**.

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.

iii) 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 need 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, printed literature uploaded by the bidders should be in only English language. **Bid in any other language is liable to be rejected.**

➤ All measurements will be in S.I. unit and 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.

5. COVER 1 DOCUMENTS: TECHNICAL BID

1. Partnership Deed/Co-operative society Bylaw/MOA/Trade License/Company Registration Certificate/any other statutory document alongwith Bidder information sheet as per Annexure-I furnishing name, residential address, phone no, e-mail address and place of business of person (s) authorized to sign the tender with signature of appropriate authority with designation and seal of the Company and submit Power of Attorney /

authorization to bid on behalf of the bidder in case the bidder himself is not signing the tender document.

2. **Declaration as per annexure –II towards acceptance** of the NIT, GCC and other information uploaded by WBPDCI 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 bid : Duly signed and sealed by authorized signatory and upload it.
3. PAN Card
4. Valid GST Registration Certificate
5. Valid ESI Code
6. Valid PF code .
7. IT Return of Assessment Year 2021-22, Assessment Year 2022-23, Assessment Year 2023-24
8. Audited Balance Sheet and Profit & Loss account (duly certified by Chartered Accountant with sign and seal) for FY 2020-21 , FY 2021-22 & FY 2022-23
9. Credentials viz. the completion certificate shall clearly indicate the main work order, ordered value and executed value of the work, scheduled and actual time of completion and must mention about the successful completion of the entire work and performance of the vendor. The completion certificate shall be from appropriate/ ordering authority.

Authenticated scanned copies of all documents are to be uploaded in the designated locations of the e-tender portal and original documents of above copies are to be produced on demand.

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

**6. 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 lump sum price 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).

Sl.No.	Item Description	Quantity	Units	Basic rate in figures to be entered by the bidder Rs.P. per unit	GST in %age	Total Amount without GST	Total amount with GST
1	Felling trees & cutting of trunks of trees : Total 3786 nos. Cutting of Trees, including cutting of Trunks, Branches and Removal Cutting of trees, including cutting of trunks, branches and removal of stumps, roots, stacking of serviceable material with all lifts and up to a lead of 1000 meters and earth filling in the depression / pit.						
1.1	Girth Beyond 600 mm girth upto and including 900 mm girth	2229	Nos.		18 %		
1.2	Girth Beyond 900 mm girth upto and including 1800 mm girth	1336	Nos.		18 %		
1.3	Girth Above 1800 mm girth	221	Nos.		18 %		
2.	Transplantation of trees with in a distance of 2km including excavation around existing tree, pruning of branches, lifting, loading and transportation of existing tree, digging pits for placing tree at new place, adding manure, sand, fertilizer, hormones and bio fertilizer to it. Levelled and neatly dressed and disposal of surplus materials from old existing and new sites to designated place. Each tree should be firmly secured to the stake so as to prevent excessive movement, flooding with water, treatment of roots, rope and gunny bags as per direction of the officer incharge. T&P and all required materials shall be arranged by the contractor and nothing extra shall be paid on this account. Girth of trees upto 60cm including one year maintenance	2123	Nos.		18 %		
3.	Carriage of timber by Mechanical Transport including loading, Unloading and stacking from site of felling to Stacking Yard Transportation up-to 70 KM	1931.69	CuM		18 %		

**7. CONDITIONAL
AND
INCOMPLETE
TENDER**

1. The offer must accompany Declaration as per annexure-II , as indicated above failing which it will be summarily rejected.
2. Conditional and incomplete tenders are liable to summary rejection. 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.
3. 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.
4. 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.
5. **All the uploaded annexures and declarations documents will have to be attested by the bidder with official seal of the agency / company .**
6. 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.
7. 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.

8. **The agency has to submit written clarification and information if any, verbal clarification and information shall not be accepted.**
9. 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.
10. 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.

8. AMENDMENT OF BIDDING DOCUMENTS

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

9. OPENING & EVALUATION OF BID

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

a) Technical covers will be opened by the General Manager , M&C , Corporate, WBPDCI or his authorized representative electronically from the website using their Digital Signature Certificate.

b) Interested bidders may see the tender portal after opening of tender.

c) Decrypted (Transformed into readable formats) documents uploaded under the **Cover 1 : Technical Cover** will be downloaded, and handed over to the Tender Evaluation authority.

While evaluation, the Committee may summon the Bidders and seek clarification / information additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

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

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

B) Technical bid evaluation

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

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

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

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

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

C) Tender-Cum-Reverse auction Procedure

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

- i) At the end of reverse auction, the L1 bidder has to submit break up of prices conforming to the lowest landed rate (cost to WBPDCI/company) quoted by him in the reverse auction.
- ii) **Evaluation will be done only on the total rate quoted in the BOQ sheet (including GST), which shall be inclusive of rate.**
- iii) The bidder will not be allowed to increase the rate of any item while submitting the break up. While giving the break up, the bidder will have to consider same rate of taxes and duties as quoted while submitting the e-price bid. In case the bidder(s) fail(s) to submit the break-up of cost to WBPDCI price within stipulated period or the break up does not match with total offered price or a close lower value thereof, the WBPDCI will be at liberty to place order by preparing the break-up of the offered composite cost to WBDPCL 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.

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

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

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

- (a) The quoted prices shall remain firm till completion of the contract.
- (b) 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.

**11. AWARD OF
CONTRACT:**

- i) The bidder, whose bid is accepted by WBPDCI, shall be issued Letter of Award (LOA) prior to expiry of bid validity. The successful bidder firm shall confirm unconditional acceptance by returning a signed copy of the LOA within 7 days from the date of placement of LoA.
- ii) The successful bidder may have to submit reasonable price break up along with schedule of works, if so required by the controlling officer.
- iii) WBPDCI shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful bidders as regards non-acceptance of their bids. Except for refund of EMD, if asked for, to unsuccessful bidders, WBPDCI shall correspond only with the successful bidder.
- 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.

12. 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.

13. CANCELLATION OF TENDERS

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

14. DEVIATIONS:

No deviation is allowed to the NIT .

15. CANVASSING PROHIBITED

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

16. 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.

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 siding details connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

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

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

The Quantity mentioned in the Bill of Quantities are indicative. In case of decrease in the number of trees at site are found by the bidder during cutting of trees, no financial adjustments shall be acceptable. Therefore, bidders are advised to inspect site before bidding and satisfy themselves about the site conditions.

SECTION II : SPECIAL CONDITIONS AND SPECIFICATIONS

1. SCOPE OF WORK

The tree felling and transplantation work to be done on the trees enumerated by categorizing them into the following girth classes (0-30, 30-60, 60-90, 90-180, >180) CM showing the number of trees to be transplanted and number of trees that will be felled area wise and in total :

Location	Total Number of trees for Transplantation (0-60) CM	Total Number of trees for Felling (>60 CM)	Total
Chilgo R&R	824	1239	2063
Garland Drain	457	914	1371
Mining Area	842	1633	2475
Total	2123	3786	5909

The total number of trees in Chilgo Mouza is 5909. The total number of trees to be transplanted is 2123 and the total number of trees to be felled is 3786. The location of the areas is shown in the Map attached with tender document.

1.1 Felling trees and Transportation of Timber:

- i) Above trees or as decided by WBPDC/forest dept. will be cut. Before cutting of trees prior approval of WBPDC/forest official officials to be obtained.
- ii) The scope of the work includes Cutting, branching and logging of trees and thereafter transportation & Disposal of Trees forest depot as directed by WBPDC officials/forest official. All kind of liasoning with forest department and other state/ central Govt. department is within the scope of work.
- iii) The scope of work includes the arrangement of deployment of machineries, deployment of experts and the trained officials for proper planning, supervision and execution of works, coordination with the forest officials and other government offices, all running maintenance & repair expenses, fuel, lubricants and any other consumables required from time to time for the machineries to be deployed and for the execution of works,

all taxes, duties, incidental charges, penalties etc. as imposed by Central/State/Local Government bodies, including salary and other benefits admissible to staff.

- iv) The scope of the works includes the disposal of the cut trees as per the local authority/ forest guidelines & site clearance.
- v) Cut trees shall be the property of the WBPDC/Forest Dept. The arrangement of transportation and disposal shall be the responsibility of successful bidder/ Contractor **up to forest depot.**
- vi) For disposal of cut trees, all necessary approvals and clearance shall be obtained by the successful bidder/Contractor himself from all the respective govt. authorities (which includes Forest department, Police department, Horticulture department etc. but not limited thereto). For this purpose, Necessary assistance may be provided by WBPDC, if required on request of the Contractor.
- vii) The Contractor shall be responsible for the arrangement of transit permit from the Regional Forest Officer (RFO) or District Forest Officer (DFO) or any authorized signatory/ departments as per the relevant guidelines of forest department and other Government of Jharkhand norms. **For this purpose, Necessary assistance may be provided by WBPDC, if required on request of the Contractor.**
- viii) All Acts, Rules, Regulations & Statutory requirements of Jharkhand and West Bengal States to be followed by the successful bidder.
- ix) During execution of work, all manpower, machinery, material and safety of adjacent property and public will be the sole responsibility of the contractor.
- x) The Contractor in consultation with the Environment Engineer / his representative, WBPDC shall jointly prepare a list of trees to be cut in phases in accordance with the list provided by forest dept/HPC recommendation (herein above). and shall obtain the prior approval from WBPDC for the list of trees to be cut.
- xi) No abrupt cut or excavation should be left unattended at the site which may endanger the life of any person/ animal in the vicinity of the site of work. Excavated pits, if any, should be backfilled immediately after completion of works.
- xii) No unsafe or abnormal conditions to be adopted at site which creates Danger for public, nearby property & animals such as unsafe stacking of timber, half cut tree without any support or protection, any unattended machinery or tools etc. **The provision of the guidelines as specified in different Act & Rules to be followed strictly for cutting and transporting.**
- xiii) Site clearance to be done completely by the contractor which includes disposal of trimmed branches also. No materials and residuals shall be left in the site before demobilization of the contractor except the roots inside ground. Trunk shall not remain projected at a height more than 150 mm.
- xiv) Maintaining register for tree cutting list with species, size and length and should be signed by WBPDC/Forest Dept site representative.
- xv) Cutting of tree shall be done as per Forest Department Specification.
- xvi) **Temporary Fencing of local stacking yard for timbers and deployment of security Guard shall be contractor's responsibility without any additional cost. Protection of trees/timbers from theft, fire or any kind of damage is entirely contractor scope.**
- xvii) Arrangement of Hydra/ light crane **any other machineries required** including fuel, operator etc for stacking, loading/ unloading etc. of cut trees timbers is within the scope of contract without any additional cost.
- xviii) Arrangement of **tractor/Trucks** including fuel, operator etc for transportation of cut trees/ timbers to nominated forest depot is within the scope of contract without any additional cost.

1.2 Transplantation of trees by Mechanical means:

- i) The scope of the work includes transplantation of the standing trees of Girth/ circumference of below 7 inch or as decided by WBPDCI or and Forest Department by tree transplanting machines/high-tech Machine or manual means at the locations identified in the tender including the arrangement of deployment of machineries, deployment of experts and the trained officials for proper planning, supervision and execution of works, all running maintenance & repair expenses, fuel, lubricants and any other consumables required from time to time, all taxes, duties, incidental charges, penalties etc. as imposed by Central/State/Local Government bodies, salary and other benefits admissible to staff. The **successful tenderer will** provide sufficient tree transplantation machines for transplantation of standing trees in the identified locations.
- ii) The tree transplantation would include excavation and digging out of the standing tree upto bottom of its root, filling back, transportation to the new identified location, making pit and replantation of the tree. Further, maintenance/observation of transplanted tress **for twelve months** from the date of transplantation. The responsibility of removal of all the hurdles and making roads etc would be with the contractor, for which additional machineries would be required to be deployed by the contractor in addition to the tree transplantation machines. For efficient utilization of machineries, pre-planning of the tree transplantation including the deployment of machineries should be done by the successful tenderer in consultation with WBPDCI. All resources, including human, machinery and material resources, will be the sole responsibility of the agency. **The relevant govt. guidelines regarding proper procedure of transplantation is to be followed strictly.**
- iii) At least 80% survival of transplanted trees would be ensured by contractor **upto 1 year** from the date of plantation.
- iv) The cost should be included Transportation of truck tree transplanter at site, fuel, oil required for truck tree transplanter, any repairs to said machinery, lodging and boarding of staffs etc.
- v) Contractor shall submit the report regarding survival percentage of trees based on species **at regular interval to WBPDCI.**
- vi) The items includes:-
 - a) Rate for coordination from respective authorities with location and species to be transplanted **(Formal order will be provided by WBPDCI).**
 - b) Trees numbering of trees and location the existing location and proposed location, duly taking signature of concerned authorities.
 - c) Trees number wise details is to be collected before taking up the work. The **inventory** will include type of trees, girth, height etc. as per direction Forest Deptt. Govt of Jharkhand **and HPC recommendation** and West Bengal .
 - d) Photo/video before and after plantation **to be submitted with RA bill.**
 - e) 60% of payment will be released after successful transplantation of the standing trees.
 - f) **30% shall be released after passage of 06 months from date of plantation of trees with minimum 80% survival report examining the joint inspection report of WBPDCI, Forest dept and successful bidder**
 - g) **Remaining 10% payment will be released after 1 year of properly maintenance of the transplanted trees examining the joint inspection report of WBPDCI, Forest dept and successful bidder.**
 - h) The number of trees are tentative in nature may vary as per Direction of Railway/Deptt. of Forest & WBPDCI.
 - i) The items include maintenance of transplantation trees at their respective locations upto 6 months or next season whichever is later. Up to 1 year.

1.3 Enumeration of Tress in the proposed alignment of WBPDCI in Jharkhand :

The Enumeration of Tress in the proposed alignment of WBPDCI in Jharkhand has already been done by forest dept and WBPDCI and accordingly HPC permission has been obtained. While execution if any deviation is required WBPDCI will take directives/instruction from Forest dept for implementation which will be informed to the successful bidder.

2. COMMERCIAL TERMS & CONDITIONS

- | | |
|---|--|
| 2.1. PRICE | Basic rate quoted for the job shall remain FIRM throughout the execution period of the contract. |
| 2.2. GOODS AND SERVICE TAXES | GST rates is mentioned in BOQ sheet. Any change in GST rate will be applied accordingly. Basic price quoted for each items specified should be without GST. |
| 2.3. TERMS OF PAYMENT | Party shall submit monthly running on account bills supported with receipted challans for the measurement of work / certified by the official authorized by the WBPDCI for the purpose.

Tax Invoice(s) needs to be issued by the successful bidder for raising claim showing separately the tax charged in accordance with the GST Act'2017. |
| 2.4. CONTRACT PERIOD | One (01) year from the date of commencement |
| 2.5. DATE OF COMMENCEMENT | Date of commencement shall be reckoned from the 15th day from the placement of Letter of Award. |
| 2.6. CONTROLLING OFFICER | The General Manager (Mining), Pachhara (North) Coal Mine ,WBPDCI or his authorized representative |
| 2.7. PAYING AUTHORITY | The General Manager (F&A)/Corporate, WBPDCI shall be the paying authority of the said job. |
| 2.8. 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. The amount shall be equivalent to 10% of the ordered value and it shall be deposited within 30 (thirty) days from the date of issuance of Work Order. 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 EMD submitted by the bidder will be released.

Refund of Security Deposit:

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

Performance Security shall be refunded within 90 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge).

The company shall be at liberty to deduct appropriate sum from the security deposit such sums as are due and payable by the contractor to the WBPDCI as may be determined in terms of the contract and the amount appropriated from security deposit shall have to be restored by further deduction from the contractor's subsequent on account running bills, if any.

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

**2.9. ADDITIONAL
CONTRACT
PERFORMANCE
SECURITY DEPOSIT**

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

**2.10. LIQUIDATED
DAMAGE**

In the event of any delay in execution of works beyond the stipulated completion schedule including any extension permitted in writing, the WBPDCI reserves the right to recover from the contractor a sum equivalent to 0.5% of the value of delayed work for each week of delay and part thereof subject to a maximum of 10% of the total value of Contract.

Under GST regulation, taxes are levied on deductions under Liquidated Damage (LD). Such taxes will be charged extra by WBPDCI. The rate of such tax on LD would be as per laws applicable at the time of imposition of LD when a Debit Note/Invoice is raised by WBPDCI.

Repeated failure on this count may lead to termination of the order and forfeiture of the security deposit as per provisions of termination clause.

**2.11. AMENDMENT
TO THE WORKS**

If the work goes on satisfactorily in all respects, the order may be extended and the quantity may be varied as per requirement of the WBPDCI.

A variation of **±10%** of ordered quantity will be allowed in the finally executed quantity within the stipulated completion period of the contract. **No penalty will be levied for such less execution at the time of finalization of contract.**

If during execution of work, any item/ items of work not included in the schedule under contract are required to be executed upon instruction from the Engineer-in-

charge. The working contractor would be required to take up such items of work and the rates of payment against those items shall be based on relevant **DSR (Horticulture & Landscaping), DSR-2021 & DFCIL(Railway) & JH RCD Dept.** schedules of rates for respective works as applicable at the area of work and as on the date submission of the tender. When such rate is not available in the above schedules, the same is to be analyzed on the basis of actual cost of materials and labour plus 10% towards overhead and profit.

2.12. GUARANTEE / DEFECT LIABILITY PERIOD

i) The Contractor shall guarantee that all the works executed under this contract shall be free from all defects, workmanship and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications mentioned under scope of work and other contract stipulations, for a period of 06 months from the date of completion of the work.

ii) During the period of guarantee the Contractor shall keep available an experienced engineer /manpower to attend to any defective works by the Contractor. This engineer shall not attend to rectification of defects which arise out of **normal wear and tear and come** within the purview of routine maintenance work. The contractor shall bear the cost of modifications, additions or substitutions that may be considered necessary. The final decision shall rest with the Engineer his successor(s) /Nominee.

iii) During the period of Guarantee the Contractor shall be liable for modification or repeated work, may be found defective in the executed work . The Contractor shall bear the cost if any additional work or repeated work to be carried out due to fault of contractor or sub- on his behalf by the Employer at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the Employer.

SECTION III : GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

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

(i) ‘Authority’/ ‘Company’ shall mean the WBPDCI and includes its authorized representative or any other person empowered on their behalf by WBPDCI.

(ii) ‘Approved’ shall mean approval in writing including subsequent written confirmation of previous verbal approval(s).

(iii) The word “Contractor / Contractors” wherever occurs means successful tenderer / tenderers who has / have given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a

firm or the successors and permitted assignees of such individual, firm or company as the case may be.

- (iv) Domestic Bidder: Domestic Bidder is a business entity or individual having business activity established under Indian Law. Such as a proprietary firm, partnership firm (registered under Partnership Act-1932), a private company, a public limited Company incorporated under Companies Act, Joint Venture Company incorporated under Companies Act including public Sector Companies.
- (v) The “Site” shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the WBPDCI for contractor’s use.
- (vi) The term “Sub-Contractor” as employed herein, includes goes having a direct contract with contractor either on piece rate, item rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.
- (vii) “Accepting Authority” shall mean the management of the WBPDCI and includes an authorized representative of the WBPDCI or any other person / persons or body of persons empowered in this behalf by the WBPDCI.
- (viii) The “Agent / Manager / Engineer-in-charge” shall mean the officer appointed by the WBPDCI in the engineering / technical cadre / discipline who is competent to direct supervisors and deputed to be incharge of the works for purposes of this contract. .
- (ix) The “Contract” shall mean the Work Order, as accepted by the WBPDCI and the contractor and the formal agreement executed between the WBPDCI and the contractor together with the documents referred to therein including general terms & conditions, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- (x) “Contract Amount” shall mean :
Total sum arrived as based on the individual rates quoted by the tenderer or for the various items shown in the bill of quantities of the tender documents as accepted by the WBPDCI with or without any alteration as the case may be.
- (xi) A “Week” means, seven days without regard to the number of hours worked or not worked in any day in that week.
- (xii) A “Day” means, the day of 24 (twenty four) hours irrespective of the number of hours worked or not worked in that day.

- (xiii) A “Working Day” means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the District where the work is carried out or as laid down in the State Regulation.
- (xiv) “Appropriate Government” means the Government of West Bengal
- (xv) “Personnel” means professionals and support staff deployed by the by the agency and assigned to perform the Services or any part thereof.
- (xvi) “Proposal” means the Technical and as well as the Financial Proposal.
- (xvii) The “Work” means, the work described in the tender documents in individual work-orders as may be issued from time to time to the Bidder by the Controlling officer within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- (xviii) “Discrepancy” – In the event of any discrepancy in words and figures, the description in words shall prevail.
- (xix) ‘Rupees’ shall mean the lawful currency in India.
- (xx) “Month & Year” mean calendar month and calendar year.
- (xxi) “Schedule of Rates” referred to in these conditions shall mean the standard schedule or rates prescribed by the WBPDCI and the amendments issued from time to time.
- (xxii) “Written Notice” shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation/WBPDCI for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- (xxiii) “Applicable Law” means any statute, law , regulation ,ordinance ,notification ,rule ,regulation, judgement, order ,decree ,bye-law, approval ,directive ,guideline, policy , requirement or other governmental restriction or any similar form of decision of, or determination by ,or any interpretation or administration having the force of law in the Republic of India and the State Government , by any Government Authority or instrumentality thereof,whether in effect as of the date of this contract or thereafter.

(xxiv) “WBPDCI’s requirements” means the document entitled WBPDCI’s requirements , as included in the NIT/contract and any additions and modifications to such document in accordance with the contract .Such document specifies the purpose ,scope, and/or design and/or other technical criteria ,for the works.

(xxv) “Letter of Award(LoA) “ shall mean WBPDCI’s signed order copy to the successful bidder conveying the acceptance of bid and award of the specified job subjected to such conditions as mentioned in the LoA.

2. EFFECTIVE DATE

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

3. CONTRACT AGREEMENT

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

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

4. TIME OF COMPLETION

Time of completion is the essence of the contract. Before starting of the work , the contractor shall have to prepare a Bar-chart for execution of the work for getting approval of the Engineer-in-charge and approved copy of the same shall have to be kept on the work site for guidance of the engineer-in charge or his authorized representative.

4.1 Progress of works:

Within a period of **15 days** from the issue of Letter of Acceptance, the contract shall submit a schedule for completion / program for execution of all works within the completion period stipulated in the LOA.

The contractor shall submit the programme of work duly identifying the resource requirement i.e., resource loaded for all the activities in consistence with milestone target envisaged below. The chart shall be prepared in direct relation to the time

stated as **6 months** for the completion of the works as the milestone targets specified below of these special conditions. It shall indicate the forecast of the dates of commencement and completion of various activities of the work and may be amended as necessary by agreements between the Employer and the contractor within the limitation of **6 months** as overall completion period. The program shall also indicate the dates by which the inputs required from Employer is expected and same shall be communicated to Employer for timely arrangement. The issues to be addressed and inputs required from the Employer shall be flagged and intimated to Employer well ahead of time, preferably 7 days before these are required as per program.

4.2 Monthly Progress Update:

The contractor / contractors shall furnish to the engineer-in-charge or his authorized representative(s) with work reports from time to time regarding the contractor / contractors organization and the progress made by him/ them in the execution of the work as per the agreement. The monthly schedule update shall be prepared by the contractor and report shall be submitted to employer on monthly basis by the 5th of each month indicating progress made against each activity, resources deployed, recovery plan, if any, assistance requirement from employer, if any.

5. TOOLS & TACKLES

The contractor/contractors shall make his/their own arrangement for all materials, tools, staff and labourer required for the contract, for the completion of the work to the entire satisfaction of the WBPDCI. All materials engaged for work should be approved in advance by Engineer-in-charge. WBPDCI shall not be responsible for violation of patent rights , if any.

6. HINDRANCE REGISTER

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

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

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

- (i) Provisional extension of time may also be granted by the Engineer-in-charge during the course of execution, on written request for extension of time within 15(fifteen) days of happening of such events as stated above, reserving the WBPDC's right to impose/waive penalty at the time of granting final extension of time as per contract agreement.
- (ii) When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the WBPDC or the both. The extension will have to be by party's agreement, expressed or implied. In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the WBPDC wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to WBPDC's right to levy compensation under the relevant clause of contract.

**7. OBSERVANCE
OF
STATUTORY
COMPLIANCES**

7.1 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 ,if any
- (g) The Employees's State Insurance Act,1948
- (h) The Industrial Disputes Act,1947
- (i) The Building & other Construction workers (Regulation of Employment & conditions of service) Act,1996 and other law of the land as may applicable.

However, the WBPDC will not bear any financial liabilities of the workers to be deployed by the agency/contractor.

The registration under “The Building & other Construction workers (Regulation of Employment & conditions of service) Act,1996” has to be taken by the successful bidder and bidder has to undertake necessary compliances of the Act from their part and the job value quoted by them without any further reimbursement from WBPDC.

The WBPDC will not bear any financial liabilities on account of applicable cess under “The Building & other Construction workers (Regulation of Employment & conditions of service) Act,1996”.

7.2 CODES & SPECIFICATIONS TO BE FOLLOWED

- a) DFC Schedule of Dimensions.**
- b) IS 456- Code of Practice for Plain and Reinforced Concrete.**
- c) Indian Forest Act 1927**
- d) The wildlife protection Act 1972.**
- e) Forest Conservation Act 1980**
- f) Jharkhand & West Bengal Forest Right Act**
- g) Claim under Forest Right Act (Upto March 2021)**
- h) Panchayat Raj Act.**
- i) Solid Waste Management Act.**
- j) AIR (Prevention & Control of pollution) Act.**
- k) Water (Prevention & Control of pollution) Act**
- l) All guidelines, Rules and circular issued by Forest Environmental and Climate change Department with all amendments.**

7.3 The contractor shall familiarize themselves with and be governed by all laws and rules of India and local statutes and orders and regulations applicable to his / their work.

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

A) Labour License :

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

The contractor shall not engage any person of less than 18 years of age. For further information and guidance the contractor may contact HR&A department ,Corporate, WBPDC

B) Payment of wages :

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

C) Provident Fund :

From the 1st day of engagement of any workman /employee by the contractor under the LoA , the said workman /employee shall be member of PF of contractor's firm, A copy of membership details is to be sent to the regional PF commissioner and a copy of same shall be furnished to HR& a deptt, Corporate for verification and certification ,before claiming periodical /monthly bill.

Within 7th days of next month,the following documents have to be submitted to appropriate authority :

- i) 3 copies of PF contribution deposition challans
- ii) Copies of form 12A(R) duly received by PF authority
- iii) A statement showing individual contribution as per specific format required under para-36B of EPF scheme 1952
- iv) A list of workmen /employee in respect of whom PF contribution has been deposited .

All relevant records pertaining to deposition of PF contribution etc. shall be made available at the contractor's site office for inspector as well as for inspection by HR& a deptt, Corporate,as and when required.

7.5 Insurance :

- i) **For workmen's compensation** : The contractor shall take insurance policies to cover risks involved and all administrative arrangements and incidental jobs

thereto are to be undertaken by him. In event of furnishing of incorrect and incomplete information or non-furnishing of information , on part of contractor , resulting in non-admission of claim to insurance company ,the contractor shall be liable to pay compensation to concerned workman at his own risk and peril.

The WBPDCI shall not be liable for any damage for which compensation is payable in consequence of any accident or injury to any workman due to aforesaid act on the part of contractor. The contractor is to indemnify the WBPDCI against the payment of above workmen compensation . As regards the rate of insurance premium and other administrative formalities , HR& a deptt, Corporate may be contacted.

ii) **For public liability and property damage :**

The contractor shall have to abide by the rule and regulations framed by Railway authority i.ro.public liability insurance act'1991.

7.6 Identity card:

The contractor must issue the identity card (in form xiv) under the WB CLR&A rules ,1972 to each of his workmen to be deployed at site and said I-card shall be in possession of concerned workman while on duty.

8. DEDUCTION FROM CONTRACT PRICE

All costs, damages or expenses, which the WBPDCI may have paid for which under the contract , the Contractor is liable, will be claimed by WBPDCI . All such claims shall be billed by WBPDCI to contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations , to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within 15 days of receipt of corresponding bills and if not paid by contractor within said period, the WBPDCI may then deduct the amount from any money due or becoming due by him to contractor under contract or may be recovered by actions of law or otherwise, if contractor fails to satisfy the WBPDCI of such claims.

9. 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.

10. 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. Prior permission is required to be taken from the principal employer for engagement of sub-contractors for providing skilled and semi-skilled manpower (i.e. below the supervisor level) for their utilization in connection with this contract . However ,principal employer’s certificate in form-V for obtaining the labour license under the “Contract labour (Regulation & Abolition) Act,1970 “ and the rules framed there-under ,shall be issued in favor of the main contractor only that is to whom LoA has been awarded by WBPDC. No form –V shall be issued to any sub-contractor.

11. SAFETY CHECKING

i) Controlling officer or safety officer at his discretion may check / examine any of the contractors’ tools / scaffolding/working condition etc. In case of dissatisfaction, he may suspend the job temporarily till the contractor takes proper remedial measure. The agency shall take all safety measures during the work as applicable in accordance with the safety rules as mentioned in “**Annexure-VI**” in consultation with the Controlling officer / as per **Standard Industrial Practices for execution of this kind of job.**

ii) **Safety of Public:-** The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or WBPDC/FOREST property and shall post such look out men as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.

iii) 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.

12. LIMITATION OF LIABILITY

Except in cases of criminal negligence or willful misconduct,

(a) Neither party shall be liable to the other party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other party in connection with the contract, other than specifically provided as any obligation of the party in the contract, and

(b) The aggregate liability of the Contractor to the purchaser, whether under the Contract, in tort or otherwise, shall not exceed the amount of the total contract price, provided that this limitation shall not apply **to the cost of repairing defective equipment, or to any obligation of the Contractor to indemnify the Purchaser** with respect to patent infringement.)

**13. 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.

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

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

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 WBPDCI.

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

After placement of the contract, there may be an unforeseen situation compelling WBPDCI to cancel the contract. In such a case, *the WBPDCI 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 job executed shall in such eventuality, be taken upto the date of such termination by the WBPDCI.*

D. RECOURSE AVAILABLE TO WBPDCI 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 performance security;
- 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.

15. 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.

**16. 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).

17. BLACKLISTING

Vendor may be blacklisted as per WBPDCI's Policy & Procedure of Blacklisting and Debarment of Agencies from Business Dealings.

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 considering cover-1 documents 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

ANNEXURE – III : PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.: _____

Ref No. : _____ Date: _____

To

The West Bengal Power Development Corporation Limited
Bidyut Unnayan Bhawan,
Plot No. - 3/C, Block - LA,
Sector – III, Salt Lake City,
Kolkata – 700 106.

Dear Sir,

In consideration of The West Bengal Power Development Corporation Limited (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ with its Registered/Head Office at _____ (hereinafter referred to as the Agency/firm' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No. _____ dated _____ and the same having been unequivocally accepted by the Agency/firm resulting in a "Contract" bearing No. _____ dated _____ valued at _____ for (Scope of Contract) and the Agency/firm having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to * _____ % (percent) of the said value of the Contract to the Owner. We, _____ (Name and address) having its Head Office at _____ (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by the Contract to the extent of _____ as aforesaid at any time up to _____ (day/month/year) without any demur, reservation, contest, recourse or protest and or without any reference to the Agency/firm. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Agency/firm or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

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

The Bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the bank as a Principal debtor, in the first instance without proceeding against the Agency/firm and notwithstanding any security or other guarantee that the Owner may have in relation to the Agency/firm's liabilities.

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

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

Dated this _____ day of _____ 200__ at _____

WITNESS _____

(Signature)

(Name)

(Official Address)

Attorney as per Power of

Attorney No. _____

Date _____

(Signature)

(Name)

(Designation with Bank Stamp)

Note:

* This sum shall be ten percent (10%) of the Base Contract Price subject to NIT.

* The date will be 90 days after the end of the Contract period as specified in the Contract.

* In case of foreign bank guarantees, the same shall be through a scheduled bank under RBI or reputed banking institution licensed to do business in India.

ANNEXURE- IV 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 up to..... (@) [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 Bank also agrees that the Procuring Entity at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Procuring Entity may have in relation to the Contractor's liabilities.

Our liability under this Bank Guarantee shall not exceed

This Bank Guarantee shall be valid up to and including

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

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

WITNESS

.....

(Signature)(Signature)

.....

(Name)(Name)

.....

(Engineer / Officer Address)(Designation with Bank Stamp)

Attorney as per Power of Attorney No.....

Dated.....

Notes:

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

Validity Date: Entire contract period.

Claim End Date: Additional 90 days from the end of validity date.



ANNEXURE : V 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 “.....”.

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.

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)

ANNEXURE-VII : 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.

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 appropriate cartridge etc.
11. Oxygen deficiency work (Confined space job etc.)	Safety Goggles, Helmet, Safety Shoe, Supplied Air Respirator (BA set)
12. Fire fighting job and Rescue work.	Safety Goggles, Helmet, Safety Shoe, High Visibility fire resistance 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/CL 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 WBPDCI 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

Occupational: Previous _____ Duration with year _____
 Type of work done _____

(Details of past exposure to any significant occupational hazards)

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. 5. Sex: t

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:

No.	Name of Employer	Duration of employment work experience

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

Blood Pressure

Epilepsy



NOTICE INVITING TENDER NO. WBPDC/CORP/NIT/E1923/24-25

Frequent headache or reeling sensation
Mental depression
History of Vertigo

at foot
tripping gait

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)		

