



THE DURGAPUR PROJECTS LIMITED

(A Govt. of West Bengal Enterprise)

Office of the Dy. General Manager

(Stores & Purchase/Corporate)

Administrative Building

Durgapur – 713201

CIN: U40102WB1961SGC025250, GSTIN: 19AABCT0595M1ZU

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Notice Inviting Tender

NIT NO: WBDPL/MD/NITE/20T/9-5/19-20

**Sub: Deployment of hired Buses for Transportation of Employees at DPL
& their School going Children**

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**Sub: Deployment of hired Buses for Transportation of Employees at DPL
& their School going Children**

Tender is hereby invited by the **Sr. Manager (P & A), The Durgapur Projects Ltd., Administrative Building (1st Floor), Durgapur – 713 201**, for the above mentioned job, through electronic tendering (e-tendering) from eligible and resourceful contractors who have necessary credential for similar nature of job.

1. General Guidance for e-tendering:

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

2. Registration of Bidders:

Bidders 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 Govt. of West Bengal, <https://wbtenders.gov.in>. DSC is given as a USB e-Token. After obtaining the Class 2/3 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.

3. Pre-qualification Requirement (PQR) for participation:

- A. Bidders should have satisfactorily completed at least one work of similar nature under the authority of State/Central Govt., Sate/ Central Govt. Undertaking, Statutory Bodies constituted under the statue of Central/State Govt. or any other reputed Concerns. Completion certificate indicating estimated amount, value of work done and date of completion of the work and detail communication address along with contact number of the client should be submitted by the bidder. Completion certificate from the concerned Executive Engineer/District Engineer/ Divisional engineer or equivalent rank and above will be treated as valid credential.
- B. Bidders shall have to submit valid copies of up-to-date Professional Tax Clearance Certificate, Trade License, PF Registration Number, GST Registration Certificate, ESI Registration number, PAN Card and Income Tax Return Certificate for the Assessment Year 2018-19, 2017-18, 2016-17
- C. Bidders shall have sufficient skilled manpower for 24 hours service with capacity to attend any allotted job within 2 (Two) hours from the telephonic intimation given to him.
- D. Bidders should not had been barred to participate in any tender by any Govt. Dept. / Semi-Govt./ Govt. Undertakings/ Enterprise etc during last 5 (Five) years prior to the date of this NIT. Such debarring will be considered as disqualification towards eligibility. A declaration in this respect has to be furnished by the prospective bidders.

- E. Bidders should neither had abandoned any work nor any of their contract had been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. A declaration in this respect has to be furnished by the prospective bidders.
- F. Bidders must have skilled (i.e. Drivers) & unskilled (i.e. Helper) personnel and sufficient abilities to handle similar kind of work. Qualified, experience and efficient manpower should supervise the various activities related to the work.
- G. Notwithstanding anything stated herein, DPL reserves the right to inquire and review the bidder's capability and capacity to perform the work during the course of evaluation.

4. Bid Security / Earnest Money:

i) Bidders must submit the Bid Security/Earnest Money in the form of Demand Draft /Pay Order/irrevocable Bank Guarantee of **Rs. 80,000/-** (Rupees Eighty thousands only) from any nationalised/scheduled Bank authorised to do their business in India. Demand Draft /Pay Order should be drawn in favour of **“The Durgapur Projects Ltd” payable at Durgapur.**

ii) The Bid Security/Earnest Money will be returned to the unsuccessful Bidder on request after placement of formal work order to the successful bidder.

N.B. - No exemption is allowed for NSIC/SSI units from deposition of Bid Security/Earnest Money.

5. Collection of Tender Documents:

Tenders are to be submitted online and 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. Details of submission procedure are given below.

6. Submission of Tenders:

6.1 General process of submission:

6.1.1 Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the bid. Bidders are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the tender.

6.1.2 Bidders must submit the Tenders in two covers, i.e., “Techno-commercial” & “Finance”. 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.

6.1.3 Bidders need to fill up the rates of items/jobs in the BOQ (downloaded from <https://wbtenders.gov.in>), in the designated cell of the BOQ spreadsheet and upload the same to the portal <https://wbtenders.gov.in> in designated location of “Finance” cover.

6.1.4 The documents uploaded must be scanned against any virus and digitally signed using the Digital Signature Certificate (DSC). Bidders should specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

7. Submission/upload of Techno-commercial Proposal (Statutory Documents):

(To be submitted in Techno-commercial Cover)

The following documents in standard formats should be uploaded in Techno-commercial Cover:

- i. Notice Inviting Tender (NIT)/ Standard Bid Document (SBD) – The NIT /SBD as published is to be downloaded, then digitally signed and uploaded.

- ii. PQR documents in support of bidders' qualification.
- iii. Technical Offer /Technical documents along with Technical compliance & BOQ sheet in **un-priced format**.

Note: Tenders will be summarily rejected if any of the above items in the statutory cover is missing

8. Submission/upload of Bid Security/Earnest Money:

(To be submitted in Techno-commercial Cover)

Scanned copy of Demand Draft/Pay Order/irrevocable Bank Guarantee towards Bid Security/Earnest Money as prescribed in the NIT should be uploaded in Techno-commercial Cover.

9. Submission/upload of Non-Statutory Documents:

(To be submitted in Techno-commercial Cover)

Scanned copies of following Documents are to be uploaded along with the bid.

- a) Trade License.
- b) PAN Card.
- c) Professional Tax Clearance Certificate valid up to the date of opening of tender (application for such clearance addressed to the competent authority may also be considered).
- d) GST Registration and latest GST Return Certificate.
- e) PF and ESI Registration.
- f) Reference work orders for credential.

10. Submission/Upload of Financial Proposal:

(To be uploaded in Finance Cover)

The Financial proposal should contain the following Document in one Cover.

Bill of Quantities (BOQ): The bidders are to quote the rates in the space marked for quoting rates in the BOQ. Basic rates and applicable GST are to be quoted separately in their respective space. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder)

11. Submission of Original copies of Documents of Bid Security/Earnest Money:

Original hard copy of Demand Draft/Pay Order/irrevocable Bank Guarantee towards Bid Security/Earnest Money as prescribed in the NIT should be submitted in a sealed envelope super-scribing the subject "EARNEST MONEY" along with NIT No. and date at the office of the Dt. **Sr. Manager (P & A)**, The Durgapur Projects Ltd., Administrative Building (1st Floor), Durgapur-713201 within the date and time as specified in the schedule of dates provided.

If any bidder fails to submit the original hard copy of Demand Draft/Pay Order/irrevocable Bank Guarantee within the due date and time, the bid will stand as rejected.

12. Conditional and Incomplete Tender:

- i) Conditional and incomplete tenders are liable to rejection.
- ii) Bidder must quote for ALL items/jobs mentioned in BOQ. BOQ sheet with all cells filled-up must be submitted in Financial Cover. Non-submission of this sheet in Financial Cover and partial quoting will lead to rejection of the bid.

13. Scope of Work

As per Annexure-1

14. Bill of Quantity (BOQ):

As per Annexure 2

15. Opening and Evaluation of Tender:

15.1 Opening of Techno-commercial Proposal

i) Techno-commercial proposals will be opened by the Authorized Representative of the **Sr. Manager (P & A), The Durgapur Projects Ltd., Administrative Building (1st Floor), Durgapur – 713201**, electronically from the website stated in Clause 1, using their Digital Signature Certificate.

ii) Techno-commercial proposals for those tenders whose original hard copies of Demand Draft/Pay Order/irrevocable Bank Guarantee towards Bid Security/Earnest Money have been received will only be opened. Proposals corresponding to which the original hard copies of Demand Draft/Pay Order/irrevocable Bank Guarantee towards Bid Security/Earnest Money have not been received will not be opened and will stand as rejected.

iii) Interested Bidders may remain present if they so desire.

iv) Techno-commercial Cover (Statutory Documents) would be opened first and if found in order, Cover for Non-statutory Documents will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.

v) Decrypted (Transformed into readable formats) documents of the Non-statutory cover will be downloaded, and handed over to the Tender Evaluation Authority.

15.2 Uploading of Summary List of Technically Qualified Bidders

i) 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 in the web portal, <https://wbenders.gov.in>.

ii) While evaluation, the Committee may summon the bidders and seek clarification / information or 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.

15.3 Opening and evaluation of Financial Proposal

i) Financial proposals of the Bidders declared technically eligible by the Tender Evaluation Authority will be opened electronically from the web portal on the prescribed date which will be notified later.

ii) The encrypted copies will be decrypted and the rates will be read out to the bidders, present at that time of bid opening.

iii) After evaluation of Financial Proposals, by Tender Evaluation Authority, the final summary result, name of bidder and the rates quoted by them against supply and delivery of material will be uploaded.

iv) The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that tenderer.

16. Bid Validity:

The bid should remain valid for minimum **180 days** from the date of opening of the financial bid.

In exceptional circumstances, DPL may solicit the bidder's consent to an extension of bid validity for a further period without any change in the terms and conditions of the offer. Bidders agreeing to the request will neither be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of relevant clause regarding discharge of bid security shall continue to apply during the extended period of bid validity.

17. Acceptance of Tender:

Bidders must quote for ALL items mentioned in BOQ sheet. Bids with Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons and also reserves the right to split the order, alter the quantity of any or all bidders without assigning any reason whatsoever.

18. Return of Bid Security/Earnest Money:

The Bid Security/Earnest Money of the unsuccessful bidder will be returned against request, after placement of the formal work order. For return of the Bid Security/Earnest Money, the bidder will have to apply for the same to The **Sr. Manager (P & A), The Durgapur Projects Ltd., Administrative Building (1st Floor), Durgapur – 713201**, giving the reference to NIT No., date of tender, amount and mode of Bid Security/Earnest Money deposited – all in a complete form. However, the Bid Security/Earnest Money of the successful bidder will be returned after execution of the order/after expiry of the guarantee period, whichever is later.No interest will be paid by DPL on the Bid Security/Earnest Money.

19. Payment Term:

Monthly payment will be made within 30days from the date of submission of Monthly bills. The bill should be submitted in triplicate for each quarter after successful completion of the work as mentioned in the scope of work. The bills in triplicate should be preferred in the name of the Sr.Manager (F&A), Payment, Durgapur Projects Limited, Durgapur and to be submitted in the office of Manager/Asstt. Manager (Admin)/DPL for certification and onward submission for payment.

20. Guarantee Period & Period of Contract:

There shall be a guarantee of good workmen ship and satisfaction of the controlling officer.

The Buses will be hired for **01 (one) year** from the date of receipt of Work Order.

21. Liquidated Damage (LD):

In the event of owner’s failure to provide the service of the Bus or to provide substitute at any point of time during the tenure of contract within 3(Three) hours the authority reserves the right to impose penalty at an equal daily rate of hiring charge per day on pro rata basis.

22. Paying Authority:

Sr. Manager (F&A), Payment Section, DPL.

23. Controlling Officer:

Manager/Asstt. Manager (Admin)/DPL

24. Schedule of Dates for e-Tendering:

Sl. No.	Milestone	Date
01.	Publishing date	26-07-19, 17:00 Hrs.
02.	Documents download start date	27-07-19, 10:00 Hrs.
03.	Bid Submission start date	28-07-19, 10:00 Hrs.
04.	Bid Submission end date	10-08-19, 11:00 Hrs.
05.	EMD Physical submission end date	13-08-19, 16:00 Hrs.
06.	Technical Bid Opening date	14-08-19, 12:00 Hrs.
07.	Uploading of Technical Bid Evaluation Sheet	To be Notified later.
08.	Financial Bid Opening date	To be Notified later.
09.	Uploading of Financial Bid Evaluation Sheet	To be Notified later.

25. Miscellaneous Factors:

- i) DPL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations or deductions the bidder may derive from the data furnished by DPL. Verbal agreement or conversation with any officer, employee of DPL either before or after the submission of bid shall not affect or modify any of the terms or obligations contained herein.
- ii) It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the cost, duration and execution of the Works.
- iii) The bidder is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid, submission of offer and entering into a contract for execution of works. **The cost of visiting the Site shall be borne by the bidder fully.**
- iv) No bidder shall contact DPL on any matter related to its bid from the time of opening of the bids to the time the contract is awarded. Any effort by a bidder to influence DPL or others connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of the bid.
- v) Applicable GST has to be mentioned separately. The tax shall be quoted as per the rates in force on seven (07) days prior to the last date of submission of bids.
- vi) All the prices shall be quoted in INR (Indian rupees) only. The prices quoted by the bidder shall be firm during the entire period of Contract/LoA.
- vii) If rebate/discount is offered, the overall discount in percentage shall be brought out in the Price Schedule. Conditional rebates/discount, if any, offered by any bidder shall not be considered during bid evaluation.
- viii) In case DPL observes that the L1 bidder has quoted abnormally low bid in comparison with DPL's cost estimate, the bid will be compared to the average of bids quoted by the other bidders. DPL then, shall ask the bidder to produce detailed price analysis to demonstrate the justification of prices quoted in the bid. After evaluation, DPL may ask the bidder to enhance the Performance Security at the bidder's expense, equivalent to the difference of L1 bid and the average of bids quoted by the other bidders. Such performance guarantee shall be valid till the successful execution of the works and services, failing which his bid may be rejected.
- ix) In case of inadequate response against the tender, DPL, in its discretion, may decide not to open the submitted bids (if any) for want of adequate response to the bidding and may either extend the bid submission/ opening date or cancel the bidding process.
- x) DPL may, at its discretion, extend the deadline for the submission/ opening of bid by issuing an addendum/corrigendum in leading daily news papers and hosting the same on e-tendering portal of Govt. of West Bengal, <https://wbtenders.gov.in>, in which case all rights and obligations of DPL and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended. In the event of the deadline for submission of bid is extended by DPL, the bidders who have already uploaded their bids within the original deadline of submission will have the option to change their bids either in full or in part of earlier bids thorough the e-tendering portal, <https://wbtenders.gov.in>.
- xi) The bidders will not be permitted to withdraw their bid during the interval between bid submission deadline (as mentioned in NIT) and the period of bid validity due to reasons not attributed to DPL. If any withdrawal of bid is made by any bidder due to reasons not attributed to DPL during the above period, it shall result in the forfeiture of the Bid Security/Earnest Money.

- xii) During bid evaluation, DPL may, at its discretion and if so required, ask the bidders for any clarification in support of their compliance to stipulated Pre-qualification Requirements (PQR) or any other matter related to its bid.
- xiii) DPL reserves the right to accept or reject any bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no bidder shall have any claim arising out of such action.
- xiv) DPL reserves the right to terminate the contract at any stage for unsatisfactory performance/or any reason without any compensation for loss or damages due to such termination without any prior notification.
- xv) On placement of order, if the contractor refuses to take up the job or withdraw his service in midway of the contractual period for any reason whatsoever, then the Earnest Money and / or total Security Deposit may liable to be forfeited as per discretion of the DPL Authority and other penal action may be taken as deemed fit.

26. General Terms & Conditions:

1. **Status of the manpower of the contractor or its Sub –Contractor:** Contractor has to mobilize its manpower and take all steps for accomplishment of the contractor’s assignment in respect of the relevant work order. It may please by understood that none of the employee’s of the contractor shall have any relationship whatsoever with DPL under this contact DPL’s relationship with the contractor i8s strictly on a Principal to Principal basis, DPL authority shall not be liable or responsible for any other obligations and / or liabilities of any kind vis-à-vis of concerned contractor (Name of the contractor to be indicated) and the employees of the contractor. In the event of having to suffer any loss and / or damage on the part of the DPL which is attributable to any Act? and / or omission on the part of contractor, contractor shall indemnify and always keep DPL indemnified for the same.

2. Instruction regarding Site:

- i) Prior to submitting the tender, the contractor should inspect the site and be well acquainted with the nature of the work.
- ii) The contractor shall have to be acquainted with all possible hazards associated with the works and shall equip themselves accordingly beforehand.

3. **Engagement of sub-contractors:** No sub-contractor can be engaged by the contractor for accomplishment / carrying out full or part of any job under the contract. Principal employer’s Certificate in FORM-V for obtaining the Labour License under Contract Labour (Regulation & Abolition) Act. 1970 and the rules framed there under will be issued in favour of the main contractor i.e. to whom work order has been awarded by DPL. It shall be open to the contractor, keeping in view of the aspect of continuity of work process, to deploy the workman already acquainted with the nature of work.

4. Compliance with statutory requirements as regards workmen to be engaged by the contractor :

- a) **Rate of wages:** The contractor is to pay wages to all workmen/ employee to be engaged by him under this work order as per Prevailing wage pattern in accordance to the Minimum wages payment at the relevant point of time which would include minimum Wages payment at the relevant point of time, which would include minimum wages as determined at the lowest range.
- b) **Norms of payment of wages and deductions from wages:** Statutory provisions in terms of the payment wages Act. are to be strictly adhered to.

c) Rate of wages, wage period and date of disbursement of wages shall be suitable notified for information of all the workmen to be engaged under this work order. DPL's HR. & A wing should be informed well in advance of the above particulars, thus enabling the said deptt. to witness the above payment of wages. Records of wages disbursed to the workmen must be submitted to HR. & A Deptt, otherwise, the next month's payment by DPL to the contractor will be with held.

d) **Inspection of records and registers under the various labour laws:** Pertinent records are to be made available at the site office of the contractor for inspection by the DPL's HR & A Deptt as well as by statutory authorities from time to time.

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

5. **Provident Fund:**

a) From the very first day of engagement of any workmen / employee by the contractor under the work order, the said workmen/employee shall be number of the provident Fund of the contractor's firm. A copy of the membership details is to be sent to the Regional Provident Fund Commissioner and a copy of the same shall be furnished to DPL's (HR. & A) wing for information and record.

b) Before cleaning periodical /monthly bill, three copies of PF contribution deposition challan copies of ECR and Remittance confirmation slip and a statement showing individual contribution as per enclosed Format –I required under Para-36B of EPF Scheme -1952, within 7th days of the next month together with a list of workmen/employee in respect of whom PF contribution deposited with the appropriate authority is to be submitted for verification and certification of (HR. & A) Deptt. for releasing the monthly bill

c)All relevant records pertaining to deposit of P.F. contribution etc. shall be made available at the contractor's site office for inspection by PF. Inspector as well as by the DPL's HR&A wings as and when required.

d) Contractors has to submit all relevant documents and papers to HR. & A wing as required for IR clearance for release of final bills and security deposit after completion of contractual period.

6. **Compliance of the provisions of Statute:** It shall be obligatory on the part of the contractor to comply with all the provisions of the statutes applicable including the provisions of contract Labour (Regulation & Abolition) Act.1970 and rules framed there under.

7. **Safety of the workmen to be engaged by the contractor:**

a) Safety precautions are to be strictly adhered to by the contractor as per clauses detailed in Annexure –III

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

8. Insurance for the Employees Compensation Act.1923 : The contractor shall take insurance policies to cover the said risks and all administrative arrangements and incidental jobs thereto are to be undertaken by the contractor. In the event of furnishing of incorrect and incomplete or non-furnishing of information on the part of the contractor, resulting in non admission of claim by the Insurance Company, the contractor shall be liable

to pay the compensation to the concerned parties at his own risk and peril. DPL shall not be liable in respect of any damage for which compensation payable in consequence of any accident or injury to any workmen due to the aforesaid act on the part of the contractor. The contractor is to indemnify DPL against the payment of above employee compensation. For the purpose of administrative convenience, the insurance policy should preferably be taken from any of the Nationalized Insurance Companies located Durgapur, Burdwan.

9. **Insurance public liability and property damage:** The contractor shall have to abide by the Rules & Regulations framed by DPL authority, which may change from time to time in the interest of the Project.

10. **Security checking pass:**

i) The Security Checking Passes issued in favour of the contractor's workmen shall bear the signature of the competent authority as well as the concerned contractor having following particulars:

a) Name of the contractor

b) Labour License No.

c) Company's P.F. Code No.

d) Individual P.F. Account No.

e) Employee Compensation Insurance policy No. with validity date.

The concerned employees of the contractor have to display such security checking pass while on-duty including ingress & egress at plant premises.

ii) All the tools & tackles required for the execution of the job under this contract are to be supplied by the main contractor.

iii) The contractor shall have to arrange the above, to get security checking pass for his workmen and tools & tackles, from the security department and the rules and regulations related to the subject shall be binding on him.

11. **Identity Card:** The contractor must issue Identity Card in FORM-XIV under the West Bengal Contract Labour (Regulation & Abolition) Rules -1972, to each of his workman to be deployed at DPL and the said Identity Card shall be in possession of the concerned workman while on duty at DPL

12. **Withdrawal of workmen:** In case any workman (Driver/Helper) to be engaged by contractor /Agency is found in duty hours an drunkard person & hampering the interest of the project in any way, DPL reserves the right to take appropriate action. In such cases, the contractor shall have to demobilize such workmen within 24 hours notice from the DPL's authority.

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

14. The contractor will have to demobilize with all his man and materials after expiry / completion / cancellation of work order.

15. **Canteen:** Departmental canteen facility of DPL will not be extended to the contractor's personnel. However, contractor should arrange canteen faculty for his personnel at his own cost in other canteen (meant for contractor's worker) at DPL site with prior permission of the DPL's authority.

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

17. **Labour License:** The Principal Employer's Certificate will be issued by DPL for the purpose of obtaining Labour License from the concerned registering officer under Contract Labour (Registration & Abolition) Act. - 1970 and rules framed there under.

18. **Prosecution:** Any person under contractor's Payroll is liable to be prosecuted if found entangled to any prejudicial activities in damaging of DPL vis-a vis public property within the jurisdiction of DPL

19. The contractor shall follow all statutory requirements under the Factories Act.1948.

20. **Pollution control and occupational health care:** Contractor shall take all steps to follow:

i) The water (Prevention and Control of pollution) Act. 1974

ii) The Air (prevention and control of pollution) Act. 1981

iii) The Environment (Protection), Act.1986

iv) Manufacture, Storage and Import of Hazardous Chemical Rules, 1989

v) Hazardous Wastes (Management and handling) rules, 1989

vi) The National Environmental Tribunal Act.1995

vii) Compliance with batteries (Management & Handling) rules, 2001 as amended and rules and orders made there under and all other Acts. & Rules in connection with pollution control in the relevant work area.

21. Contractor shall be duty bound to take all necessary steps towards ensuring Occupational Health Care of his workmen working at DPL as required under West Bengal Factories Rules 1958.

22. The contractor shall fully protect and hold the principal Employer, its employees and agents harmless against any claim, demand, actions, suits and proceedings, arising out of the contract.

23 After issuing work order/ service order, contractor is required to execute an Agreement bond with DPL being principal employer for effective performance of job in accordance with necessary statutory parameter.

27. Special Terms & Conditions:

A. COMMERCIAL :

Security Deposit: An amount of 10% of the gross bill value in respect of Fixed cost (Hiring charges with cost of Drivers and Helpers) of each monthly bill shall be deducted which shall constitute the security deposit. The security deposit shall be refundable to you without any interest after 6(Six) months of satisfactory completion

of the contract period and on issuance of Technical clearance by concerned Execution Deptt. and No Objection Certificate (NOC) /IR clearance by HR. & A Department.

Agreement Bond: A contract agreement bond in connection with the maintenance contract shall have to executed on non judicial stamp paper as per the format issued by DPL

Power Bill: You have to pay the charges against meter reading of power supply to contractor's office within the area under jurisdiction of DPL. In case of non payment, the same will deducted from your bill.

Consumption: DPL will not take liability for any damage, missing or loss of machine, tools tackles etc. of contractor. No compensation in such case will be made by DPL.

Mode of Payment: 90% of the gross bill value in respect of fixed cost (Hiring charges with cost of Drivers and Helpers) of each monthly bill will be released after issuing of Technical Clearance concerned Executing Deptt. and No Objection Certificate (NOC)/IR clearance by HR & A Deptt.

Reimbursement payment in respect of Fuel etc. of the concluding month will be made every subsequent month by the DPL authority against submission of the bill in triplicate along with the following documents to the controlling officer.

Log Book showing details of total Kilometre (KM) run by the vehicle during the month for which the bill is raised.

- i) Purchase documents of Diesel and Mobil issued by the authorized dealer of the oil companies, such as IOC, IBP, HP etc. However, reimbursement will be made as per the conditions specified under clause No.5 & 6 supply as per order.

Penalty: In the event of owner's failure to provide the service of the Bus or to provide substitute at any point of time during the tenure of contract within 3(Three) hours the authority reserves the right to impose penalty at an equal daily rate of hiring charge per day on pro rata basis.

Paying Authority: The Sr. Manager (F & A),DPL.

Special Term: The work is to be executed strictly in adherence to schedule of works, rates specified and in conformity with the terms & conditions as stipulated in the general conditions or contract and supplementary condition of contract. Apart from this, Agency is required to comply with the relevant provisions in respect of contract labour (R &A) Act. 1972, the PF and Miscellaneous Provision Act.1952, the workmen's Compensation 1923, the payment of Bonus Act.1965, the payment of gratuity Act.1972, the payment of wages Act.-1936 and the minimum wages Act.1948 and the rules framed there under in respect of the legislation as stated above.

Special Condition: Hiring of vehicles will be governed by Motor vehicles Act. and depending a fulfillment by subject condition relevant statutes shall be applicable.

Other Conditions:

- i. Condition of the Bus should always be kept in tip-top condition by you. The charges of servicing and all kind of repairing of the Bus should be borne by you. The KM run meter should be maintained in perfect condition at all the times and if goes out of order, repairing of the same should be done immediately by you otherwise the run of the bus will not be taken into consideration.
- ii. Capacity: The bus shall have capacity to carry about 50 ± 2 persons (Six buses), per trip.
Specification: All the buses plying for different trips must have BS IV (registered on or after 2015 in West Bengal) specification, Ex- showroom body/ Body manufactured by any Govt. approved Company.

- iii. Price: The above price is firm during the period of contract and inclusive of all admissible statutory charges except the cost of Diesel and Mobil.
- iv. The Service Tax: as per norms.
- v. Income Tax: Income Tax at source will be deducted from the monthly bill as applicable time to time.
- vi. Parking place: The Bus should be garaged at DPL Township area at your own risk after duty hours or during.
- vii. Diesel Oil. : Diesel will be supplied by you and cost of Diesel will be reimbursed by us along with your monthly bill as per calculation of actual running of the Bus. However running of Bus for maintenance, procurement of Diesel, Drivers lunch time will not be taken into account for the purpose of calculation of Diesel consumption, however, for claiming the cost of diesel, you have to submit the purchase bill issued by the authorized dealer of the respective Oil companies.
- viii. Mobil Oil: Mobil will be supplied by you based on log book record and the cost of Mobil will be reimbursed by us along with your monthly bill as per calculation of actual running of the Bus. However running of Bus for maintenance, procurement of Mobil, driver's lunch time will not be taken into account for the purpose of calculation of Mobil consumption. However, for claiming the cost of Mobil, you have to submit the purchase bill issued by the authorized dealer of the respective oil companies.
- ix. Document : The bus must have valid documents i.e. a) Vehicle Registration Book
b) Road Tax, c) Road Permit d) Insurance coverage & other statutory requirements as per Motor Vehicles Act. 1988 as amended from time to time so that the same may ply legally on hire.
- x. Statutory Requirements: You are requested to follow: i) W.B. Professional Tax Act.

ii) Trade License Act. iii) Motor Vehicles Act. iv) Service Tax Act. and other statutory obligations as applicable.
- x. Driver & Helper: One efficient gentle and well behaved driver with valid Driving License for running heavy passenger vehicle with adequate experience will have to be provided by you. The name of the Driver with attested photocopy of driving license is required to be submitted to the controlling officer. In case of change of driver, prior permission is to be obtained from the Controlling Officer. An efficient well behaved well experienced Helper will also be provided by you. Two sets of uniform per year will have to be provided by you to your driver and Helper at your own cost.
- Xii. In case of absence of Driver / Helper, temporary Driver / Helper may be allowed as per consent of the controlling officer as and required basis with provision of PF code & minimum wages.
- Xiii. Minimum wages: The Wages and other employment facilities of the Driver and Helper should be as per Minimum wages Act. 1948 and rules framed there under.

This should be documented through pay slip duly signed by owner and Driver / Helper. This document must be submitted to the Controlling Officer as and when required.

The contractor/agency should have valid Establishment Provident Fund Code and Drivers and helpers are deployed to be covered under the code.

From the first day of engagement of driver & helper by the contractor under the work order, the said driver & helper shall be given membership of Provident Fund under the PF Code of the Contractor. A copy of the membership of details i.e. Form :22 shall be furnished to DPL for information and records.

Necessary monthly PF related documents viz, wages sheet as mentioned under minimum wages Act. 1948, Challan, ECR, para -22 under EPF & MP Act.1952 to be submitted while releasing of monthly RA Bill.

Before claiming the monthly bills, PF deposit challan for the relevant period together with a list of driver and helper in respect of whom PF deposited to the appropriate authority is to be submitted for verification.

Final bill/ Security deposit to be released after issuance of Final IR clearance form HR. & A deptt.

All required register / records should be kept available at site for inspection by statutory officers.

All relevant records pertaining to deposit of PF contribution shall be made available with the contractor for inspection by PF Inspector.

- xiv. Deployment hours: The vehicle with Driver and Helper should be made available at DPL on all days of the week including Sunday and Holidays for round clock duties if required. However, normal duty hours may be from 5.30 am to 10.30pm.
- xv. Additional Charges: An amount of Rs.40,000/- (Rupees Forty thousand) only per hour will be paid for the period exceeding normal deployment hours in a day i.e. 10(Ten) hour in a day.
- xvi. Log Book: The Log Book will be supplied to the driver by the DPL authority. The same should be maintained by the driver for recording running kilometre per kilometre recorder of the vehicle, which should be duly signed by person using the vehicle / representative of the controlling officer or his authorized representative at end of each day.
- xvii. Accident / Untoward situation: The DPL authority will not be responsible for any accident or untoward situation or any police case and the incurred thereof. You shall have to take care of such situations solely yours DPL authority will not be responsible for any damages arising of the situation as stated above.
- xviii. Tools & Tackles: Necessary tools & tackles and one stepney should be made available in the Bus all the time, which should be kept under the custody of the driver. DPL authority will not be responsible in any way for the loss of tools / stepney or any other parts of materials belonging to the vehicle.
- xix. For giving smooth service of the buses, if any bit maintenance required that should be done within 48 hours.
- xx. Termination : In case of any default on the part of owner, DPL authority reserves the right to terminate the order with a prior notice of 7(Seven) days.
- xxi. Servicing & Repairing of the Bus : The Bus may be spared for a MAXIMUM 10(Ten) days for Servicing / repairing against your prayer with equivalent substitute. If the Ordered Bus is not within the specified period the deployment order will be automatically terminated without any notice. The existing bus may be spared of after reporting of the substitute bus.
- xxii. Inspection of the Buses: You shall have to exhibit the offered bus for inspection to the controlling officer with all documents in original. If required and called for other than owner of the bus, the parties should submit a letter of authorization / copy of power of Attorney from the owner of the offered bus allowing the vendor to engage the buses duty at DPL on hire basis.
- xxiii. Notwithstanding anything conditional in the foregoing paragraphs / clause / the DPL authority reserves the right to release the Bus within 24(Twenty four) hours. Notice even before the expiry of the tenure of hiring with assigning any reason whatsoever and in that case, the payment would be made only for the period of actual utilization of the Bus.

The Driver must possess his driving license and valid documents. i.e. Tax Token, Blue Book, Road Permit, Insurance paper etc. as per Motor Vehicle Act.1999 i.r.o The vehicle so that the same may ply legally on hire. The vehicle must possess first party insurance as per Motor vehicles Act. , so that it would cover the driver and helper. The vehicle should be parked inside plant area at the total responsibility of the contractor. The vehicle may be spared for servicing / repairing /breakdown maintenance with prior intimation with suitable replacement if required. The vehicle should be maintained in good order & condition.

B. TECHNICAL & OTHERS:

Quoted Rate: The unit rate quoted by the Agency shall remain firm and shall be applicable during the entire period of execution of the work. No escalation in rates, whatsoever, will be permitted due to increase in price of materials, fuels, railway freight charges etc. or due to any other reason whatsoever.

Termination of Contract: DPL reserves the right to terminate the contract at any stage for unsatisfactory performance without any compensation for loss or damage due to such termination. However, this will be applicable only after you have been given a reasonable time to be mutually agreed upon for rectifying such shortfall in performance.

Accommodation: No accommodation shall be provided by DPL. In case of emergency, the accommodation can be provided to the Agency, subject to availability of quarter and approval of the same from higher authority.

First Aid: Contractor will maintain an arrangement at his own cost to administer the first aid in case of minor injury of any of your working personnel.

Non Compliance: In case of failure to attend any assigned job on the part of contractor within a mutually agreed time, the work may be get done by any other Agency in the interest of the corporation & will be charged as per LD clause.

Liquidated Damages : If the Agency fail to complete the work within the time prescribed herein or extended time for completion then shall pay to the owner a sum amounting to (½%) half percent of the value of the work as liquidated damages for such default and not as a penalty, for every week or part of a week or a week which shall elapse between the prescribed or extended time as the case may be and the date of completion of the work subject to a maximum of 10% (Ten)of the total contract price. The owner may without prejudice to any other method of recovery deduct the amount of such damages from any money in his hand due to or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligations and liabilities under the contract. If before the completion of the whole of the works / any part of the works has been certified by the Engineers as completed pursuant to sub clause 8.08 of General Conditions of contract and occupied or used by the owner the liquidated damages for delay shall, for any period of delay after such certification be reduced in the proportion which the value of the part so certified bears to the value of the whole of the works.

Supervision: You shall give all necessary personal for supervision during the execution of the works and shall constantly employ at least one good, properly qualified and fully authorized agent shall receive and executes all such instructions and direction as may be given by the Engineer or his representative from time to time. You shall not give the contract or any part or any part thereof to any other person not shall under or make a subcontract with any other person or persons without the written permission of the engineer. In no case shall such subletting or under letting relieve you from your responsibility for completing the works included in the contract in strict in accordance therewith.

Work in Harmony: You have to work simultaneously with contractors already entrusted with other works or contractors to be engaged in future with other works in the same site. You have to work in close co operation with all contractors engaged.

Annexure-I

SCOPE OF WORK

In DPL, hired buses are being deployed for transportation of employees from township to Plant & vice versa, School (i.e. Pranavananda Vidyamandir-DGP-5, St.Xavier's School-DGP-6, Durgapur Nursery & K.G.School-

DGP-2, Modern School-DGP-6, Carmel School-DGP-6 & Durgapur Girls High School-DGP-15 and back and also other places as per requirement.

There are 05 (Five) No. of buses are being deployed of capacity of 50±2 to facilitate the above trips.

All the buses plying for different trips must have BS IV (registered on or after 2015 in West Bengal) specification, Ex- showroom body/ Body manufactured by any Govt. approved Company.

Vendor may hire bus of aforesaid specification from outside / third party following due procedure for deployment under the contract. DPL authority shall not remain responsible for any type liability that may arise out of such deployment and anything such between the vendor and the outsider/third party shall have to be dealt by the vendor solely. The vendor shall remain solely responsible for providing smooth service of the buses as per requirement of DPL without any involvement of the outsider / third party under the contract.

Regarding the job of deploying of hired buses for transportation of employees, it has two cost components, 1) Fixed Cost b) Running Cost.

Fixed Cost: Includes hiring charges of the vehicles and cost of Drivers & Helpers throughout the year. There are one driver (Skilled) and one Helper (Unskilled) for each bus.

Running Cost: Includes 1) Cost of Diesel & Mobil, 2) O. T. charges for drivers & Helpers

The cost of Diesel & Mobil is being reimbursed on the basis of actual running Kilometre.

Diesel Oil: Diesel will be supplied by you. Cost of Diesel Oil will be reimbursed by us along with your monthly bill as per calculation of the actual running of the bus and it will be reimbursed at the rate of 4(Four) KM per 1(One) Litre of Diesel Oil for the Buses having 50±2 seat capacity.

Mobil Oil: Mobil will be supplied by you. Cost of Mobil Oil will be reimbursed by us along with your monthly bill as per calculation of the actual running of the bus and it will be reimbursed at the rate of 1000(One thousand)KM per 1(One) litre of Mobil Oil which is applicable for all the buses irrespective of seat arrangements.

Cost of **over time** for Drivers and Helpers for the extra time duty beyond normal 10hrs. of duty hours @ Rs. 40/- per hour on the basis of actual running hour.

ANNEXURE-II

Price Offer

Sl.No.	Description	Unit	Qty	Scope of Work	Unit Rate	Amount
1	Hiring charges per month for buses. [Each bus having capacity of (54 +2) seats and with 01 (One) No. of driver (Skilled) & 01 (One) No. of Helper (Unskilled)]	No.	05	As per Annex-I		

ANNEXURE-III

“SAFETY”

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. 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.
3. The contractor employing 200(Two hundred) Nos. employees or more, including contract worker, shall have a safety coordinator in order to ensure the implementation of safety requirement of the contractor and a contractor with less number of employees, including contract workers, shall nominate one of his employees to act. as safety coordinator who shall liaise with the Safety Officer on matter relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.
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 accident, 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. The contractor will ensure medical examination for its workers who are working at hazardous area before commencement of the work and once in every year by qualified medical doctor as per provision in the Factories Act. 1948 and W.B. Factories Ruse, and maintain a register for the same for inspection by Respective Department and Safety Department on demand.
7. 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 con not be allotted a job at height). The contractor shall engage suitable numbers of supervisors to ensure safety of all place of worker during execution of the work.
8. In case of injury, the contractor will send the injured person to hospital / Dispensary / First Aid Centre with statement to the 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 the Govt. /Govt. registered Doctor and the said certificate will be submitted to the safety department and HR & A Department before resumption arrangement at his own cost to administer First-Aid in case of minority injury to any work personnel.
9. The contractor must report about serious injury / fatality of his worker to the owner / head of the concerned department and Safety Officer immediately.
10. After completion of work, the Scraps & debris created from the work should be cleared immediately by the contractors at his own cost.
11. Without prejudice to the right conferred by the clause as mentioned before for stoppage of work for violation of Fire & Safety requirement, contractor should be liable for penalties mentioned below:
 - i) Fine Upto Rs.5,000/- DGM(Technical Cell)/ Head Fire & Safety Department / Head of the Department where work is being done for 1st violation of
 - ii) Safety Norms, non use of PPE like Safety Shoes, Hand Gloves, Safety Helmet, Goggles etc. as per work requirement of contractor and their worker.
 - iii) Fine upto Rs. 20,000/- on 2nd violation as mentioned in clause (i) above.
 - iv) Contractor shall be debarred for 1(One) year / deregistered from taking up further contractual work in station / project from date of issue of debarring / deregistering order on 3rd violation as mentioned in clause No.(i) above.
 - v) Fine upto Rs.25,000/- (Minimum) to Rs.50,000/- (Maximum) for serious injury caused by violation as mentioned in clause No.(i) to (iv) above.
 - vi) Independence of the above, contractor shall be fined Rs.1,00,000/- (Rupees One lakh) only or more debarred / deregistered from taking up further contractual work in DPL from date of issue of debarring / deregistering order in case any fatal accident occurs due to violation as mentioned clause (i) and (iv) above.
12. The “safety Clearance Certificate” is mandatory as attached in “Safety” Annexure for final clearance of payment.

13. Contractor will ensure the examine of eye-sight for his workers who are engaging in this contract in the plant including colour vision test by a qualified ophthalmologist. The test report of eye-sight and colour vision of the person will be submitted before starting of the job and re-examine once in a period of 12 months up to the age 45 years and once in 06 months beyond that age as per provision of Factory Act.1948 and Rules made their under

EQUIPMENT QUALITY:

- a) Contractor shall provide good condition equipment for job.
- b) Equipment shall operate only by trained / competent and designated employee.
- c) Contractor shall provide relevant certifications of the equipment before putting in service.
- d) Electrical Maintenance or repair (including minor) shall only be performed by approved competent person related to electrical work.
- e) 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 Act. 1958 and maintain a register for the same for inspection by respective Department / Fire & Safety Department on demand.

SAFETY CLEARANCE CERTIFICATE

To

The Safety Officer,

DGM (Technical Cell),

Durgapur Projects Limited

Durgapur – 713201

Subject: Clearance regarding fulfilment of Safety requirement as per Annexure -III (Safety)

Name of Agency : _____

Work Order : _____

Dear Sir,

With reference to the above may please confirm whether relevant safety requirements, terms and conditions and mentioned **Annexure –III “(Safety)”** attached with the work order has been fulfilled by us during the execution period or any accident due to wilful / non fulfilment of contribution of safety rules in spite of caution letter by fire and safety Department.

Party Signature with stamp

Remarks:-

Officer	Signature with Name	Remarks (If any) -
Controlling Officer (Deptt.)		
Safety Officer		
Sr. Mgr.(Tech. Cell)		
DGM (Tech. Cell)		

FORMAT –I

THE D.P.LTD. : PASCHIM BARDHMAN

Description

Particulars of the contracting Agency

Name of the Contracting Agency :
Whether proprietorship / Partnership /
Limited Company/Co-operative Societies :
Name and Age of the proprietor / Partners :
Name of the Directors in case of Limited Co. /
Co-Operative Societies. :
Whether the contracting Agency is registered,
If so with whom? Furnish registration No. :
Approx. Date of first commencement of business :
Last three year's annual turnover (Please submit) :
Copy of Balance sheet for last three consecutive years)
Name of the Bankers :
Nos. and details of permanent employees :
Income Tax P.A.N. No. :
Employees Provident Fund Account No. :
Professional Tax Registration No. :
Service Tax Registration No. :
VAT Registration No. :
GSTIN & HSTN No. :

Contact No. :
E-mail id (if any) :

Seal & Signature of the
Contracting Agency

FORMAT -II

Name of the Contractor:

Statement showing individual contribution towards EPF and Pension Fund for the month
of.....

	Dt. Of submission of 12A(R) to P.F. authority		
	Admn. Charges @ 1.1 %		
	D.L.I. Admn. Charges @ 0.01 %		
	D.L.I. Charge @ 0.5 %		
	Employer's Contribution	Pension Fund @ 8.33 %	
		EPF @ 3.67 %	
	Employee's Contribution		
	Wages considered for deposition of PF contribution in terms of 6 of the EPF & MP Act.-1952		
	Working Days		
	Designation		
	Individual P. F. Membership No.		
	Name of worker		
	Sl. No.		

Signature of Authorized Representative of Contractor.