THE DURGAPUR PROJECTS LIMITED
(A Government of West Bengal Enterprise)
CIN: U40102WB1961SGC025250
GSTIN: 19AABCT0595M1ZU

NIT NO: WBDPL/PUR/24/25-26/01
Dated: 10/09/2025

NOTICE INVITING TENDER

Tender Document for appointment of Environmental Impact Assessment Consultants of National Accreditation Board for Education and Training (NABET) for STUDY OF DETERMINING NECESSITY OF DSI FGD PROJECT AT DPPS, DPL

by

Office of the Additional General Manager (S&P)
Technical Building, 6th Floor
The Durgapur Projects Limited
Durgapur– 713201

Tender is hereby invited by the Additional General Manager(S&P),The Durgapur Projects Limited (DPL), through electronic tendering (e-tendering) from NABET accredited EIA Consultants.

General Guidance for e-tendering

- NABET accredited EIA Consultants bidders are requested to log on to the website https://wbtenders.gov.in to participate in the Bid.
- A pre bid meeting will be arranged to discuss/ clarify relevant points related to the tender as per Schedule and link provided in this NIT.

1. 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 i.e 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, bidders are required to register the Digital Signature Certificates through the Registration system available in the Website.

2. Pre-Qualification Requirement (PQR) for Participation:

#	Description	Document Proofs
A.	***Technical Capability:***	
01	The Bidder Should have the experience of executing Consultancy Job in Thermal Power Plant The value of said job experience should be as follows: Experience of having successfully completed such Jobs in TPP during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: • Three similar completed works costing not less than the amount equal to ₹ 5,76,000/- plus GST, as applicable. OR • Two similar completed works costing not less than the amount equal to ₹ 7,20,000/- plus GST, as applicable. OR • One similar completed work costing not less than the amount equal to ₹ 11,52,000/- plus GST, as applicable.	Documentary evidence in support of work experience and fulfilling the requirement as spelt out in the Tender document must be submitted along with techno-commercial bid.
02	•Should be NABET accredited EIA Consultant Organization whose Scope of Accreditation : Sector No: 4 Name of Sector : Thermal power Plant **Validity Period** –the certificate is **valid till 31 March 2026 and onwards**	**Certificate Number** – A unique ID assigned by **NABET** (a board under **Quality Council of India - QCI**).

03	The Bidder should not have been blacklisted by any Government/ National or State level PSUs/ Reputed Private Companies and should not be involved in any litigation encompassing corrupt or fraudulent practices by any of the Government agencies in India.	An undertaking in this regard should be submitted by the bidder.
B.	***Financial Capability:***	
01	Average Annual Financial turnover during the last three years ending 31st March of the previous Financial Year should be at least ₹4,32,000/-.	A certificate issued by a practicing Chartered/Cost Accountant (with membership number and firm registration number), certifying the same with necessary Audited Balance Sheet along with Profit & Loss Account.
02	The Net worth of the bidders should be positive for each of the last three preceding financial years.	

3. Earnest Money:

METHODOLOGY FOR SUBMISSION OF EMD [AS PER ORDER NO- 3975-F(Y) DATED-28/07/2016 OF FINANCE DEPT, GOVT OF W.B.]

A. Login by bidder:

a) A bidder desirous of taking part in a tender invited by a State Government Office/PSU/Autonomous Body/Local Body/ PRls, etc shall login to the e-Procurement portal of the Government of West Bengal https: wbtenders.gov.in using his login ID and password.

b) He will select the tender to bid and initiate payment of pre-defined EMD / Tender Fees (if any) for that tender by selecting from either of the following payments modes:

i) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through IClCIBank Payment Gat way ;

ii) RTGS/NEFT in case of payment through bank account in any Bank.

B. Payment procedure:

a) Payment by Net banking (any listed bank) through ICICI Bank Payment Gateway:

i. On selection of net banking as the payment mode, the bidder will be directed to IClCI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.

ii. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.

iii. Bidder will receive a confirmation message regarding success/failure of the transaction.

iv. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government /PSU/Autonomous Body/local Body/PRIs, etcmaintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees(if any).

v. If the transaction is failure, the bidder will again try for payment by going back to the first step.

b) Payment through RTGS/NEFT:

i) On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.

ii) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.

iii) Once payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.

iv) If verification is successful, the fund will get credited to the respective Pooling account of the State Government /PSU/ Autonomous Body/Local Body/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.

v) Hereafter, the bidder will go to e-Procurement portal for submission of his bid.

vi. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

C. Refund/Settlement Process:

i. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.

ii. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date of which information on rejection of bid is uploaded to the e-Procurement portal by the tender inviting authority.

iii. Once the financial bid evaluation is electronically processed in the e- Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.

iv. If the L1 bidder accepts the LOI and the same is processed electronically in the e- Procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank

Working Days where T will mean the date on which information on Award of Contract (AOC) to the Ll bidder is uploaded to the e-Procurement portal by the tender inviting authority

v. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal -

a) EMD of the L1 bidder for tender of State Government offices will automatically get transferred from the pooling account to the State Government deposit head "8443-00-103-001-07" through GRIPS along with the bank particulars of the L1bidder.

b) EMD of the L1 bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRIs, etc will automatically get transferred from the pooling account to their respective inked bank accounts along with the bank particulars of the Ll bidder.

In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.

vi. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updating.

vii. Once the EMD of the Ll bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head " 0070-60-800-013-27" through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRIs, etc tenders.

viii. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD& Tender Fees (if any) were initiated.

D. **Earnest Money**

Earnest Money (Step -I):-

i) Bidders must submit the Earnest Money of **₹ 29,000/-**. The EMD will have to be deposited online as mentioned in the above mentioned clauses.

ii) The Earnest Money will be returned to the unsuccessful Bidder after placement of Work Order on successful bidder and uploading the same in the web-portal.

iii) The Earnest Money of the successful bidder will be returned after successful completion of the job & expiry of the guarantee period.

iv) Earnest Money shall be forfeited under following circumstances:-

- If any Tenderer proposes for increase in their quoted price after opening of bid and within validity period of their offer, the EMD may be forfeited.
- On refusal to enter into a contract after the award of contract.
- If the work is not commenced in spite of award of formal W.O/P.O to the successful bidder.

v) DPL reserves the right to forfeit the Earnest Money deposit in case the tenderer after opening the tender withdraws, amends, impairs, derogates or revokes his tender within the validity period or extensions thereof.

vi) Earnest money submitted may be liable to forfeiture, if successful bidder fails to execute the work successfully within scheduled period as mentioned in the work order.

vii) Submission of all documents: **Scan copies of all unpriced documents must be uploaded along with e-challan receipt of online submission of EMD during submission of the offer**.

viii) The Company Registered under the administrative control of the Ministry of Micro, Small and Medium Enterprises Government of India is exempted from payment of EMD amount on submission of valid documents.(Documents to be uploaded in the portal)

4. Collection of Tender Documents:
Tenders are to be submitted online and interested bidders will have to download the tender documents directly from the website https://wbtenders.gov.in with the help of the e-Token. This is the only mode of collection of tender documents. Details of submission procedure are given below.

5. Submission of Tenders:
General Process of Submission of Tender is as follows.
- 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.
- Bidders must submit the Tenders in two covers i.e. "Technical" & "Finance". Bidders must download tender specific documents (NIT/SBD, 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.
- Bidder needs to fill up the rates of items/percentage in the BOQ downloaded for the items, in the designated cell of the BOQ spreadsheet and upload the same in designated location of "Finance" cover.
- 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.

6. Technical Proposal (Statutory Documents)
(To be submitted in Technical Cover)
The following documents in standard formats provided should be uploaded in Technical CoverBid and Compliance Sheet as per Annexure A.
- Notice Inviting Tender (NIT)/ Standard Bid Document (SBD)– The NIT/SBD as published are to be downloaded, then digitally signed and uploaded.
- PQR documents in support of Bidders' Qualification.
- Technical Offer/Technical Documents along with Technical compliance & BOQ sheet in un-priced format as mentioned below. Delivery schedule should also be mentioned here.
- The details of proposed design layout are to be submitted in PDF and/or video format as per the requirement of the NIT for technical evaluation.

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

7. Submission of Bid Security/EMD
(To be submitted in Technical Cover)
Bid Security/Earnest Money Deposit (EMD)- **Rs.29,000/-** as mentioned in clause 4

8. Submission/Upload of Non-Statutory Documents
Following Documents are to be uploaded along with the Bid.

- Documentary evidence in support of work experience and fulfilling the requirement as spelt out in Clause No 3 (for Pre-Qualification Requirement) must be submitted. However, the original of these documents shall have to be produced by the bidder, as and when asked for. Any false and/or inadequate information found at any point of time, can result in rejection of the tender.
- Trade License / Certificate of Incorporation
- PAN Card.
- GST Registration Certificate.
- Provident Fund Registration Certificate, if applicable.
- Updated ESI Registration Certificate, if applicable.
- Audited accounts of previous three years or since inception if the organization is less than three years old.
- Latest Banker's solvency Certificate (not older than 5 months from the date of tender notice) from any Nationalized/ Schedule Bank.

9. Financial Proposal
(To be uploaded in Finance Cover)
The Financial proposal should contain the following Document in one Cover (Cover).
Bill of Quantities (BOQ): The Bidder is to quote the Rate in the space Marked for quoting Rate in the BOQ. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the Bidder).

10. Submission of Earnest Money Deposit: As per clause 3

11. Conditional and Incomplete Tender

- Conditional and incomplete tenders are liable to be summarily rejected.
- Bidder must quote for ALL items mentioned in BOQ (see Clause No 14). BOQ sheet with all cells filled-up must be submitted in Technical Bid. Non-submission of this sheet in Technical Bid and partial quoting may lead to rejection of the Bid.

12. Broad Scope of Work:

Scope of Work of Consultant will comprise mainly the following:

- To collect different input data such as SOx, NOx content in effluent air, Stack heights, ambient temperature, wind flow and velocity, average sulphur content of coal, air quality data and all other relevant data necessary for the concerned study.

- Evaluation of Data collected.

- On the basis of data collected, Consultant to provide specific technical and other reasons to explain why FGD is required/not required to be installed.

- Give recommendations regarding what other cost effective SO2 control measures need to be taken so that DSI FGD need not be installed.

- Submission of Draft recommendation in line with the guidelines mentioned in MoEFCC's notification dt. 11.07.2025 for Category-B TPPs (Whether FGD need to be Installed or Not).

- Submission of Final Study Report after being reviewed by DPL.

- Appearing before MoEFCC for necessary clarification related to Study Report, if required. Total no. of Days 6 days . Number of occasions needed to appear in Person before MoEFCC –New Delhi : 3 occasion

Approach & Methodology

• Kick-off Meeting with relevant representatives of the Consultant and Engineers of DPLfor proper understanding of the project.

• The Consultant will ensure that the committed expertise is engaged in this assignment.

• Site visit will be conducted by the Experts of the consultant for the relevance of the project.

• Collate the data of Continuous Ambient Air Quality Monitoring System (CAAQMS) of the units along with representative Stack monitoring of the Units, earlier Ambient air quality monitoring results from the plant, meteorological parameters monitored by the plant and Indian Meteorological data if necessary.

• Collate the Coal analysis report from the plant.

• All engineering inputs/ report of the Boiler, stacks and other accessories to be shared with consultant.

• Existing practice/ control measures of the units for air pollution control especially for SO2 control system

• Study of Earlier EIA/ EMP report, DPR, Layout, EC, Form V, CTE/CTO, etc,if available with DPL

• Report/ data of other units of the existing plants may be required to assess cumulative effect of SO2 assessment.

• Earlier Air Quality Modelling data & results shall be shared. Consultant may re-run the Air quality model as applicable for estimation of SO2 emission as per current status.

• Appropriate revision of EIA chapters including impacts, mitigation and management plan will be framed.

• A report of determining the necessity of FGD or not will be prepared and submitted to client for review.

• Final report will be submitted to client for submission to MoEFCC/SEIAA as applicable.

• The Consultant will support DPL for presentation before Ministry/ SEIAA

13. Timeline & Deliverables

Sl. No	Description	Timeline from the LOA/ PO (Week/s)
1.	Kick off meeting	1st
2.	Collection of Data, Map & report from client	2nd
3.	Field visit, monitoring and sampling, Consultation with the Plant Professional	3rd
4.	Preparation & submission of Draft Report	5th
5.	Submission of Final Report and its acceptance	6th

14. Disqualification

- Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be treated as disqualification.
- The Vendor shall be disqualified from participation at any stage of the tendering process, up to and including the placement of the order, if the Vendor is declared blacklisted by any competent Authority/ Organisation during the course of the tender process.
- The Vendor shall be disqualified from participation at any stage of the tendering process, up to and including the placement of the order, if the Vendor submits any false or misleading declaration or information during the tender process.

15. Bill of Quantity (BOQ)

SlN	Description	Consulting Fee (INR)
1	**Consulting fee for determining the necessity of FGD project at DPPS at Durgapur**	To be filled up in BOQ sheet

Note:

1.All Conveyance from your office to DPL and Local conveyance to be borne by the Bidder

2. A.C accommodation shall be provided in DPL's Guest House during visit to Durgapur, if available , for Max 2 persons on sharing basis , on Non-Chargeable basis .

3. Statutory fee will be borne by DPL

Note Below:

1. Bidder must fill up & Submit this BOQ sheet with all cells filled-up.
2. Non- submission of this Sheet will lead to rejection of the bid.
3. Bidder is requested to quote only Basic Value. Vendor should not consider GST in their quoted value.GST will be paid extra as applicable.
4. The L1 bidder will be selected on Basic Value **and** other charges,if any(Except GST)
5. DPL reserves the right to negotiate with the L1 bidder.

16. Opening and Evaluation of Tender

- Opening of Technical Proposal
  a. Technical proposals will be opened byAuthorized Representative of AGM (S&P), DPL electronically from the website stated in Clause 1, using their Digital Signature Certificate.
  b. Technical 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.
  c. Decrypted (Transformed into readable formats) documents of the Non-statutory cover will be downloaded, and handed over to the Tender Evaluation Authority.
- Uploading of Summary List of Technically Qualified Bidders

d. 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 portals.
e. While evaluation, the Committee may summon of 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.

- Opening and evaluation of Financial Proposal

f. 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, normally after two working days after the date of publication of final summary list of the Bidders or earlier as per the requirement.
g. The encrypted copies will be decrypted and the rates will be read out to the bidders, present at that time of bid opening.
h. After evaluation of Financial Proposal, 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.
i. The Tender Accepting Authority may ask any of the Bidders to submit analysis to justify the rate quoted by the Bidders.
j. The job is composite in nature, Successful L1 bidder will be selected in totality. Though DPL rights the reserve to negotiate with the L1 bidder.

17. Bid Validity

The Bid will be valid for minimum 120 days from the date of opening of the Financial Bid.

18. Acceptance of Tender

Bidders must quote item 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 consider the offer in composite manner or may split the order, alter the quantity of any or all Bidders without assigning any reason whatsoever.

19. Performance Bank Guaranty (PBG)

- In case the final order value exceeds ₹ 5,00,000/-the successful bidder has to submit a PBG @ 10% of the Order value, after receipt of the Work Order.
- The validity of the PBG should be at least 1 (One) year from the date of Issue with a provision for extension till the completion of the job in its entirety.
- If the bidder does not give BG then Security deposit (SD) shall be uniformly collected @ 10% from Bills if the Order value exceeding ₹ 5,00,000/-
- SD may also be considered to be recovered progressively from bills during the pendency of the contract to be specifically provided for in NIT and Contract. In such case the EMD (not in BG) may be first appropriated towards SD and balance recovered progressively.
- Security deposit will be forfeited in case of non- performance of the job.

20. Additional Performance Security

Additional Performance Security @ 10% of the tendered amount shall be obtained from the successful bidder if the accepted bid value is less than Rs. 11,52,000.00. Additional Performance Security is refundable after the expiry of 01 (one) month from the date of satisfactory completion of the job.

21. Mile Stone of Payment

Sl.No.	Mile Stone	Value

1	Kick Off Meeting and thereafter mobilization of the Team	20%
2	On submission of Draft Report	40%
3	On submission of Final report	30%
4	On appearing before MoEFCC for necessary clarification regarding Study Report	10%

22. Terms of Payment
    Payment will be released after successful completion of each milestone of the job as depicted in the mile Stone of payment.
    After acceptance of the final report by the competent authority of DPL, the job will be considered as completed and the PBG/ Retention Money will be returned to the successful bidder.

23. Time of Completion
    Total job to be completed within 06 weeks from the placement of Work Order. As depicted in the Time line.

24. Place of Work
    DPL is located at Durgapur,PaschimBardhaman,West Bengal

25. Penalty
    Where the completion of service or work is beyond the stipulated date of completion including any extension thereof, DPL reserves the right to recover from the Consultant, Liquidated Damage, a sum equivalent to 0.5% of the total value of contract/ order for each week of delay or part thereof subject to a maximum of 5% of total value of the contract/ order".

26. Price
    Bidder should mention the Basic Value.GST will paid extra as applicable.Other charges, if any should mention clearly.

27. Paying Authority
    Manager (F&A), Payment Section, DPL.

28. Controlling Officer– AGM (Projects)
    (For technical clarification– contact may be done with)
    Sudip Chakraborty
    SM(Civil)
    E mail- project.cell@dpl.net.in
    Phone – 7908404017

a. Schedule of Dates for Tendering

#	**Milestone**	**Date**
i)	Publishing Date	10/09/2025
ii)	Document Download Start Date	10/09/2025
iii)	Pre-Bid Meeting(To be held Online at Microsoft Teams at below mentioned link): https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDhiYWYzMTUtN2EwOS00NmY0LTk1MTEtMWUzMDQ5MjdjNThk%40thread.v2/0?context=%7b%22Tid%22%3a%2268b7a0b8-e7ee-463b-af4a-0372263178f3%22%2c%22Oid%22%3a%22f3cdb652-21c0-438a-8fee-01265170434b%22%7d	16/09/2025 at 12.00 Noon
iv)	Bid submission Start Date	17/09/2025 from 3.00 pm
v)	Bid submission End Date	25/09/2025 upto 4.00 pm
vi)	Technical Bid Opening Date	27/09/2025
vii)	Uploading of Technical Bid Evaluation Sheet	To be Notified later
viii)	Financial Bid opening date	To be Notified later
ix)	Uploading of Financial Bid Evaluation Sheet	To be Notified later

29. Force Majeure

The Consultant shall not be held liable for delay or failure to work completion for reasons of force majeure such as act of God, act of war, act of public enemy, natural calamities, fires, floods, frost, strikes, lock-outs, Pandemic. Only these causes having duration of more than seven (7) days shall be considered for force majeure. The vendors shall within ten days from the beginning of such delay inform to DPL in writing the cause of delay. DPL shall verify the facts justified. No price variation shall be allowed during the period of force majeure and liquidated damages would not be levied for this period. At the option of DPL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of DPL. In the event of such cancellation suppliers shall refund any amount in advance paid to him by DPL and deliver back any materials issued to him by DPL and release facility if any, provided by DPL.

30. Subletting of Work

The Works and services shall not be assigned or sublet and on any attempt to do so, the awardee bidder shall be liable to be terminated. The Controlling Officer shall have the power to adopt any of the clauses including the termination of the contract, as he may deem best suited in the interest fop.

31. Jurisdiction

All legal proceedings in connection with the Works and services will be subject to the Jurisdiction of Hon'ble High Court, Kolkata.

32. Confidentiality Clause

Party will maintain strict confidentiality and sign Non-Disclosure Agreement.

Annexure- A: Proforma for Bank Guarantee for Bid Security/ Bid Guarantee

(To be stamped in accordance with Stamp Act)

Ref No.: _____ Date: _____

To
The Durgapur Projects Limited
Main Administrative Building
Dr. B. C. Roy Road
Durgapur – 713 202.

Dear Sirs,

In accordance with your Notice Inviting Tender (NIT) under your Specification No. _____ M/s. _____having its Registered Head Office at _____ (hereinafter called the Bidder) wish to participate in the said Tender for _____.

As an irrevocable bank guarantee against bid guarantee for an amount of *_____ valid for Two Hundred Seventy (270) days from _____ is required to be submitted by the Bidder as a condition precedent for participation in the said Tender, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Documents.

We, the _____ Bank at _____ having our Head Office at _____ (Address of Bank) guarantee and undertake to pay immediately on demand by The Durgapur Projects Limited the amount of _____ (in words and figures) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute of difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid up to ** _____ if any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s _____ on whose behalf this guarantee is issued.

All rights of The Durgapur Projects Limited under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless DPL brings any suit or, section to enforce a claim under this guarantee against the Bank within six months from the above mentioned date or from the extended date. In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this _____ day of _____ 200__ at _____ .

WITNESS

_____ _____
(Signature) (Signature)

_____ _____
(Name) (Name)

_____ _____
(Official address) (Designation with Bank Stamp)

_____
Attorney as per Power of Attorney No. _____

Dated _____

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

Annexure- B: Proforma for Contract Agreement

THIS AGREEMENT made at this _____ day of _____, _____, between _____of_____ (hereinafter called "the DPL"), of the one part, and _____of_____ (hereinafter "the Contractor"), of the other part:
WHEREAS the DPL invited bids "<Tender Description> in DPL" and has accepted the Bid offered by the Contractor for the same in the sum of_____ (Hereinafter "the Contract Price"). After due consideration, the DPL has decided to entrust to the contractor with the job "< specify the job >"

FOR THE CONSIDERATION payable under this agreement, the contractor hereby agrees to complete the execution of job 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 DPL'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) Arbitration Clause

(f) Force Majeure Clause

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 DPL to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the DPL to execute works and to remedy defects therein in conformity with the provisions of the Contract in all respects.

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

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

Signed by _____ (for the DPL)

Signed by _____ (for the Contractor / Lead Member)

Annexure- C: Safety clauses to be followed by the contractor

THE DURGAPUR PROJECTS LIMITED
(A GOVT. OF WEST BENGAL ENTERPRISE)

Contractor shall be vigilant to ensure provision of Factories Act, 1948 and other statutory provisions as applicable in respective area of work. Contractor's responsibility is to collect copies of prevailing rules from Safety Department of the Plant.

Contractors must ensure use of personal protective equipment by the workers. Personal Protective Equipment to be supplied by the contractor to their workers must be approved by Safety Department of the Plant before commencement of work. The contractor shall clean the work premises after completion of work and inform DPL in writing to keep the place garbage free.

The contractor shall ensure periodic testing / examination of equipment as well as safety tools & tackles, used by them, as per provision of Factories Act 1948 and Rules and maintain the up-to-date record for the same at site for inspection of departmental Engineer / Safety Department on demand.

The contractor will ensure medical examination for the workers, who are working at hazardous areas before commencement of the work and once in every year by qualified medical practitioners as per provisions of the Factories Act, 1948 and W.B. Factories Rules and maintain the register for inspection by respective concerned Department / Safety Department on demand.

The workers employed by the contractors should be suitable skilled for the respective hob requirement otherwise head of concerned Department shall have the right to disallow the unsuitable workers. The contractor shall engage suitable nos. of supervisor to ensure safety at all places of work during execution of the work. In case of injury, contractor will send the injured person to Hospital / Dispensary / First-Aid Centre with verbal information to the P&A Department, Utilizer Department as well as to Safety Department.

The Contractor shall submit periodical progress report about the treatment till the injured worker is favoured with fit certificate by the consulting registered medical practitioner and said Fit Certificate shall be submitted to Safety Department before resumption of duties by the injured worker.
The contractor shall report about Fatal / Serious Injury of the concerned contract workers to local Police Station, District Magistrate, Safety Department and concerned Department within 2 (two) hours but written report shall have to be submitted in prescribed form to Safety Department and concerned Department positively within 4 (four) hours.

In case of failure to Safety Requirements, concerned Head of Department shall have the right to claim 1% of Contract Value or ₹1,000/- per day, whichever is higher, till he fulfills the Safety Requirement subject to maximum of 5% value of total work's contract. Safety Department is authorized to suggest such deduction to concerned Department.

If any accident occurs due to willful violation / non-fulfillment of conditions of contract/safety rules in spite of caution letter by Safety Department, the contracting agency will be Imposed penal deduction of 5% of the work order value or ₹10,000/- (Rupees Ten thousand), whichever is higher. Penalty so Imposed may only be waived on consideration of Head of Department with specific approval of next higher authority.

Annexure-D: Mutual Non-Disclosure & Confidentiality Agreement

This Agreement is entered into as of date…….. by and between <DPL> ("First Party") with its Registered office at Office address, and Vendor Name ("Second Party") with its principal place of business at <address>. (collectively, "the Parties").

This agreement is intended to facilitate the exchange of information between <DPL> and Second Party, for various purposes. <DPL> and Second Party desire to disclose, on a confidential basis, certain information, process, clients, business contacts and documents considered confidential and/or proprietary by <DPL> and/or Second Party concerning their respective businesses. <DPL> and Second Party wish to maintain the confidentiality and/or the proprietary nature of the confidential information disclosed. In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

CONFIDENTIAL INFORMATION:

1. The Parties agree that information disclosed orally or in writing or made available by either Party ("Disclosing Party") to the other Party ("Recipient"), including, but not limited to, information acquired from employees, trade secrets, strategic plans, invention plans and disclosures, customer information, suppliers, IT Infrastructure (Hardware, Software & Network), Application software, distribution channels, marketing studies, intellectual property, information relating to process and products, designs, business plans, business opportunities, marketing plans, finances, research, development, know-how or personnel, confidential information originally received from third-parties, information relating to any type of technology, and all other material whether written or oral, tangible or intangible, shall be deemed "Confidential Information." In addition, the existence and terms of this Agreement shall also be treated as Confidential Information. The parties agree that any Confidential Information disclosed prior to the execution of this Agreement was intended to be and shall be subject to the terms and conditions of this Agreement.

RESTRICTIONS AND EXCEPTIONS:

2. The Parties agree to maintain the confidentiality of the Confidential Information and to prevent its unauthorized dissemination or use for a period of3 year from date of disclosure; provided, however, that this Agreement shall impose no such obligations with respect to Confidential Information which is i) publicly known or becomes publicly known through no unauthorized act of Recipient, ii) known by the Recipient prior to the date of this Agreement, which prior knowledge is evidenced in writing, iii) disclosed to the Recipient by a third party with the right to make that disclosure, or iv) independently developed by the Recipient without any use of or reliance upon the disclosed Confidential Information. In the event of a disclosure required pursuant to a requirement of a governmental agency or law, the Party seeking to disclose Confidential Information will provide to the Disclosing Party notice prior to such disclosure in order to afford the Disclosing Party a reasonable opportunity to file objections to the disclosure with the appropriate entity.
3. The parties expressly agree that the Recipient shall not use Confidential Information in the development of any products or services for its own account or for the account of a third party unless expressly agreed to by the Disclosing Party in writing. Further, the Parties agree not to use the Confidential Information for purposes other than that necessary to consider the possibility of entering into a business relationship or transaction between the Parties. The Recipient shall protect the Confidential Information by using the same degree of care, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own Confidential Information, The Recipient shall limit its internal disclosure of the Confidential Information to only those employees and agents who have a need to know the information for the limited purpose of the proposed business

relationship between the Parties. <DPL> and Second Party agree that it will direct its employees and agents to maintain the confidentiality of the Confidential Information.

The obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between the Disclosing Party and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

CONTINUED DEVELOPMENT EFFORTS:

4. The Parties acknowledge and agree that both parties have been engaged and continue to engage in activities to develop the technology that is the subject of a potential transaction or business relationship between <DPL> and Second Party and acknowledge and agree that nothing contained in this Agreement shall restrict or prohibit either party from continuing such development efforts whether or not with each other, and that such continuing development efforts will not be considered a breach of the terms and provisions of this Agreement.
5. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to make any purchase of products or services by either party or its affiliated companies or any commitment by either party or its affiliated companies with respect to the present or future marketing of any product or service.

OWNERSHIP OF CONFIDENTIAL INFORMATION:

6. All Confidential Information, and all material items delivered by the Disclosing Party to the Recipient, remains the property of the Disclosing Party and no license or other rights in the Confidential Information are granted to the Recipient by this Agreement or by the act of disclosure. No rights, obligations, representations or terms other than those expressly set forth herein are to be implied from this Agreement. In particular, without limitation no license is hereby granted directly or indirectly to either <DPL> or Second Party or their respective employees (a) under any patent, trademark, trade secrets or copyright, or (b) to use the other Party's name, trade names, trademarks, service marks, logos or designs for any purpose, without the other Party's prior written permission.

RETURN OF MATERIALS AND DOCUMENTS:

7. Upon the written request of the Disclosing Party, the Recipient shall return to it (or, at the request of the Disclosing Party, erase or destroy) all materials that contain or embody any Confidential Information of the Disclosing Party, including but not limited to all computer programs, documentation, notes, plans, drawings, and copies thereof. Return or destruction of such material shall not relieve the Recipient of its obligations of confidentiality. Upon the request of the Disclosing Party, the Recipient will certify that it has complied with the provisions of this paragraph.

NON - CIRCUMVENT:

8. In addition the Parties agree to not circumvent each other and work with business associates, clients, and other third party vendors introduced by each party in this case. The parties may introduce each other to companies that are interested in acquiring companies OR being acquired. It is understood that the introducing party retains ownership of such a referral and that the other party cannot deal directly with such referred Second Party without the written consent of the referring party. This non-circumvent provision shall expire at the end of One (1) year.

DISCLOSURE UNDER LEGAL PROCESS:

9. Notwithstanding paragraph 2 above, if either party becomes compelled by law or regulation to divulge any Confidential Information of the other party, the party receiving the order to divulge will provide the party that disclosed the Confidential Information under this Agreement with

immediate written notice so that it may seek an appropriate protective order or other remedy. In addition, the Recipient agrees to fully cooperate with the Discloser's efforts to seek a protective order. The Recipient may disclose the Confidential Information as provided in the protective order, or, if no protective order is obtained, the Recipient may disclose Confidential Information only to the extent that it reasonably believes it is compelled to disclose. Any waiver by the Discloser in relation to this Section 3 shall not be deemed continuing or a waiver of any other term or condition of this Agreement.

NON-SOLICITATION:

10. For a period of One (1) year after its termination or completion of services hereunder, BOTH PARTIES agree that it will not solicit for hire, or hire or advice or assist others with the opportunity to do same for any employee of the OTHER PARTY who was associated or was performing services pursuant to this Agreement.

REMEDY:

11. The Parties hereby acknowledge that unauthorized disclosure or use of Confidential Information and breach of Clauses 7 and 8 could cause significant and irreparable harm, which may be difficult to ascertain, and that money damages would be inadequate compensation. Accordingly, the Parties agree that the Disclosing Party shall have the right to seek and obtain immediate injunctive relief from breaches of this Agreement in addition to any other rights and remedies it may have from any court of competent jurisdiction.
12. Neither Party may use the name, logo, or trademarks of the other in connection with any advertising or publicity materials or activities without the prior written consent of the other Party.
13. No waiver of any term of this Agreement will be effective unless and until it is in writing and signed by both parties to this Agreements Failure by either party at any time to require performance by the other party or to claim a breach of this Agreement will not be construed as a waiver of any right under this Agreement.
14. This Agreement may not be assigned and shall be governed by and interpreted under the law of Republic of India.
15. This Agreement constitutes the entire agreement and understanding between the parties with respect to Confidential Information, Non-Circumvent and Non-Solicit Agreements and it supersedes all other prior written or oral agreements, representations and understandings regarding the subject matter of this Agreement. This Agreement may be amended only by a written document executed by both <DPL> and Second Party.
16. A finding by any court of competent jurisdiction that any provision of this Agreement or part thereof is unenforceable shall not affect the enforceability of the remaining provisions of this Agreement.

UNDERSTOOD AND AGREED:

FOR: The Durgapur Projects Limited	FOR: <Second Party>
By: <AUTHORIZED SIGNATORY> Designation: Date:	By: <AUTHORIZED SIGNATORY> Designation: Date: