



THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

(A Government of West Bengal Enterprise)

Kolaghat Thermal Power Station

PO : Mecheda λ Dist : East Midnapore λ PIN - 721 137

ANNEXURE- II

General Terms & Conditions

Sub:- Enquiry for Servicing for installation, testing & commissioning of new palm & blanking plates of R-phase bus duct with jumpers Gen-5, KTPS after removal of damaged one.

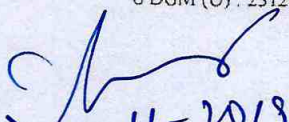
STATUS OF THE MANPOWER OF THE CONTRACTOR OR ITS SUB-CONTRACTOR DULY APPROVED

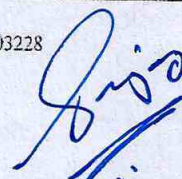
BY THE AUTHORITY :-

Contractor has to mobilise its manpower for accomplishment of the contractor's assignment in respect of the relevant Work Order. It may please be understood that the none of the employees of the contractor and/or its Sub-contractor (s) shall have any relationship whatsoever with KTPS, The WBPDC under this contract. KTPS, The WBPDC's relationship with the contractor is on a Principal-to-Principal basis. KTPS, The WBPDC authority shall not be liable or responsible for any other obligations and/or liabilities of any kind vis-à-vis the concerned (M/s.) and the employees of the contractor and/or its sub-contractor(s). Contractor shall indemnify and always keep KTPS, The WBPDC indemnified for in the event of having to suffer any loss and/or damage on the part of the KTPS, The WBPDC which is attributable to any Act and/or omission on the part of contractor and /or on the part of its sub-contractor (s).

01. **ENGAGEMENT OF SUB-CONTRACTORS** : Without prejudice to the any/or all contents stated at Cl. No. 1 above, no sub-contractor can be engaged by the contractor for accomplishment / carrying out full or part of any job under the contract. However, if The WBPDC specially approve, sub-contractors can be engaged for providing skilled and semi-skilled manpower (i.e. below the supervisory level) for their utilization in connection with this contract. However, before engaging sub-contractor, the main/principal contractor should indemnify KTPS, The WBPDC from any legal/financial or any other loss, as the case may be arising out of the work performed by the concerned sub-contractor. (Principal Employer's Certificate in Form-V for obtaining the Labour Licence under Contract Labour (Regulations & Abolition's) Act, 1970 and the rules framed thereunder, will be issued in favour of the Main Contractor i.e. to whom Work Order has been awarded by KTPS. No Form-V will be issued to any sub-contractor.)
02. **COMPLIANCE WITH STATUTORY REQUIREMENTS AS REGARDS WORKMEN TO BE ENGAGED BY THE CONTRACTOR** :
 - a) i) **Rate of Wages** : The contractor is to pay wages to all workmen to be engaged by him under this work order as per the wages pattern in vogue applicable for contractor's workers at

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11-11-2013





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KTPS at the relevant point of time.

- ii) **Witness of the Payment of Wages** : The KTPS, being the Principal Employer, shall ensure the presence of his authorized representative (s) at the place and time of disbursement of wages by the contractor to its workmen and it shall be the duty of the contractor to ensure the disbursement of wages in the presence of such authorize representative (s) of KTPS.
- b) **Norms of payment of wages and deductions from wages**: Statutory provisions in terms of the Payment of Wages Act are to be strictly adhered to.
- c) **Rate of Wages, wage period and date of disbursement of wages** shall be suitably notified by the contractor for information of all the workmen to be engaged by the said contractor. KTPS HR&A wing should be informed well in advance of the above particulars, thus enabling the said department to witness the above payment of wages. Records of wages disbursed to the workmen must be submitted to KTPS HR&A Dept., otherwise, the next month's payment by KTPS, The WBPDC to the contractor will be withheld.
- 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 KTPS HR&A Department as well as by duly authorize inspectors to be deputed by Govt. of West Bengal Labour Department from time to time.
03. **Provident Fund** : (a) From the first day of engagement of any workman/employee by the contractor under the instant Work Order, the said workman/employee shall be the member of the Provident Fund of the said contractor's firm. It is the incumbent on the successful tenderer / bidder to deposit both sides' of share (Employers & Employees) of P.F., E.P.F. etc contributions (monthly) with the E.P.F.O. within the prescribed time limit. Whilst the employees' share of contribution is recoverable from the employees' wages for the concerned month, the said bidder is to pay employers share of contribution and administrative charges, as applicable from his own. The rate of quotation should be inclusive of such cost. 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 KTHP HR&A Wing for information and records.
- (b) Before claiming periodically / monthly bill, three copies of P.F. contribution deposition challans, copies of Form 12 A® duly received by P.F. authority and a statement showing individual contribution as per enclosed Format-I required under **Para-36B of E.P.F. Scheme-1952**, within 7th day of next month together with a list of workmen/employee in respect of

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- whom P.F. contribution deposited with the appropriate authority is to be submitted for verification & certification of HR&A Dept. for releasing the monthly bill.
- (c) All relevant records pertaining of deposit of P.F. Contribution etc. shall be made available at the contractor's site office for inspection by P.F. Inspector as well as by the KTPS HR&A Wing as and when required.
- (d) Contractor has to submit all relevant documents & papers to HR&A Wing as required for IR clearance for release of final bills & security deposit after completion of contractual period.
04. **Compliance of the provisions under the different statutes as applicable :** The contractor is to comply with the statutory provisions under the different Acts as applicable. The contractor must obtain license under the Contract Labour (R&A) Act, 1970 and for further information and guidance, the contractor may contact KTPS HR&A Wing. The successful bidder is also liable to indemnify KTPS, The WBPDC under Section 12 (2) of The Workmen Compensation Act, 1923 before commencement of the work.
05. **Safety of workmen to be engaged by the contractor :** Safety precautions are to be strictly adhered to by the contractor as per clauses detailed in the Annexure-V.
- a) **Employment Injury :** In the event of employment injury in respect of any workman to be engaged by the contractor, the said contractor at the first instance should arrange First Aid Treatment for the injured workman at his own cost. However, depending upon the nature of injury, treatment shall be arranged in all respect of such workman at KTPS Hospital, based upon the available facilities. However, further treatment, if required, shall be arranged by the contractor at his cost.
06. **Insurance for workmen's compensation:** 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, non-furnishing of information, on the part of the contractor, resulting in non-admission of claim to the Insurance Company, the contractor shall be liable to pay the compensation to the concerned parties at his own risk and peril. The WBPDC shall not be liable for in respect of any damage for which compensation payable in consequence of any accident or injury to any workman due to the aforesaid act on the part of the contractor. The contractor is to indemnify The WBPDC against the payment of above Workmen Compensation. As regards the rate of Insurance Premium and other administrative formalities, KTPS HR&A Wing may be contacted. For the purpose of Administrative convenience, Insurance Policy preferably be taken from any of the Nationalized Insurance Companies.

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07. **Insurance for Public Liability and Property Damage :** The contractor shall have to abide by the Rules & Regulations framed by KTPS authority which may change from time to time in the interest of the Project/Power Station i.r.o. Public Liability Insurance Act, 1991.
08. **Security Checking Pass : (Gate Pass)** (i) For issuance of Individual Security Checking Pass in the name of Manpower to be deployed by the contractor, under-noted points are to be mentioned in the said Checking Pass :
- (a) Labour Licence Number,
 - (b) Company's P.F. Code No.,
 - (c) Individual P.F. A/c. No.,
 - (d) Workmen Compensatory Insurance Policy Number with validity date.
- (ii) All the Tools-Tackles required for execution of the job under this contract are to be supplied by the Main Contractor.
- 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.
09. **Identity Card:** The contractor must issue Identity Card (in Form 14 under the West Bengal Contract Labour (Regulations & Abolition) Rules, 1972) to each of his workmen to be deployed at KTPS and the said Identity Card shall be in possession of the concerned workmen while on duty at KTPS.
10. **Withdrawal of workmen:** In case of any workman is found hampering the interest of the Project / Power Station in any way, The WBPDCCL reserves the right to take appropriate action. In such case, the contractor shall have to replace such workman within 24 hours notice from the KTPS authority.
11. **Discontinuation of job:** In case the job is found discontinued by the contractor without the contractual period, KTPS, The WBPDCCL shall have the right to award part or full job to any outside agency, and in such case his security deposit will be forfeited.
12. The contractor will have to quit with all his man and materials after expiry/completion/cancellation of work order.
13. **Canteen :** Departmental Canteen facility of KTPS will not be extended to the contractors' personnel. However, contractor should arrange canteen facility for his personnel at his own cost in other canteen (meant for contractor's worker) at KTPS site.
14. Controlling Officer or Safety Officer at his discretion may check/examine any of contractors'



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- tools/scaffolding/working condition etc. and if unsatisfied, he may suspend the job temporarily till the contractor takes proper measure.
15. **Labour Licence :** The Principal Employer's Certificate will be issued by WBPDC for the purpose of obtaining Labour Licence from the concerned registering officer under Contract Labour (Regulations & Abolition) Act, 1970 and rules framed there-under, as may be applicable.
16. **Prosecution:** Any person under contractor's Payroll is liable to be prosecuted if found entangled to any miscreant activities in damaging of The WBPDC vis-à-vis Public within the jurisdiction of KTPS.
17. The contractor should follow all statutory requirements under the Factories Act, 1948/ The Building & Other Construction workers (Regulation of Employment & Conditions of Service) Act, 1996.
18. **Pollution Control & Occupational Healthcare :** The 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.
20. Contractor shall be duty bound to take all necessary steps towards ensuring Occupational Health Care of his workmen working at KTPS as required under West Bengal Factories Rules, 1958/ The West Bengal Building & Other Construction workers (Regulation of Employment & Conditions of Service) Rules, 2005, as may be applicable.
21. **Settlement of Disputes:-** All disputes concerning question of fact arising under this agreed work order shall be decided by the controlling officer. The said controlling officer subject to a written appeal by the consultant to the controlling officer shall decide upon the disputed facts and circumstances. The decision of the controlling officer shall be final and binding on both the parties hereto.



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Any disputes or differences including those considered as such by only one of the parties hereto arising out of or in connection with this agreed work order shall be to the extent possible settled amicably between parties hereto.

22. **Agreement** : An agreement on non-judicial stamp paper for Rs. 100.00 (Rupees one hundred) only shall have to be executed by you within 10 days from the date of placement of LOA.

23. **Force Majeure** :- This tender shall attract 'force majeure' clause for any cause which is beyond the control of you or WBPDC as the case may be a natural phenomena including but not limited to floods, draughts, earthquakes, epidemics, war, lawful strikes, fires, explosions etc. for which you shall serve a notice within ten (10) days from the date of occurrence of such cause for consideration by WBPDC.

24. **Arbitration**:- If any dispute or differences of any kind whatsoever shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the work whether during the progress of the Work or after its completion or whether before or after the termination, abandonment or breach of the Contract, shall be settled amicably. If, however, the parties are not able to resolve the disputes amicably, shall be settled by Arbitration under sole Arbitrator in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the conciliation & Arbitration Act 1996 and the award in pursuance thereof shall be binding on the parties. The venue of arbitration shall be in Kolkata.

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