

THE DURGAPUR PROJECTS LTD.



**NOTICE INVITING EXPRESSION OF INTEREST BIDDERS FOR THE JOB OF DEMOLITION OF
DILAPIDATED QUARTERS OF THE DURGAPUR PROJECTS LIMITED (DPL)**

EOI NO.: WBDPL/PUR/CORP/CIVIL/09/EOI/2022-23

Applications are invited from interested Agencies for the job of Demolition of Dilapidated Quarters of the Durgapur Projects Limited (DPL). For details please visit the website of DPL **www.dpl.net.in**.

Sd/-
(P. Bhakta)
Sr. Manager (S&P) / Corporate

THE DURGAPUR PROJECTS LTD.

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EOI: No. WBDPL/PUR/CORP/CIVIL/09/EOI/2022-23

Date: 30.05.2022

The Durgapur Projects Limited invites Expression of Interest for appointment of a Company for Demolition of Dilapidated Quarters of The Durgapur Projects Limited (DPL) at Durgapur, Dist – Paschim Bardhaman for 03 (Three) Months with a provision of extension. Interested Companies may send their applications in the prescribed format along with annexure so as to reach this office latest by **15.06.2022 within 12:00 noon to Sr. Manager (S&P) / Corporate, The Durgapur Projects Limited, Administrative Building (2nd Floor), P.O. – Durgapur, Dist. – Paschim Bardhaman, Pin – 713201.** The offers will be opened on the same date after 12.00 Noon.

SELECTION AND APPOINTMENT OF AN AGENCY FOR THE JOB OF DEMOLITION OF DILAPIDATED QUARTERS OF THE DURGAPUR PROJECTS LIMITED (DPL) AT DURGAPUR

1. Introduction:

The Durgapur Projects Limited (DPL) is a Public Sector Enterprise under Department of Power, Government of West Bengal with Headquarters in Durgapur-713201, Dist. Paschim Bardhaman, West Bengal.

2. Scope of Work:

DPL will engage eligible vendor for conducting of Demolition of Dilapidated Quarters of the Durgapur Projects Limited (DPL) at Durgapur. DPL has **approximate 44 nos.** of Dilapidated Quarters in DPL Township area. Details of the quarters are as follows:

TYPE	LOCATION	STOREY	NUMBERS
BN-TYPE	B-ZONE	TWO	16 (Sixteen)
CN-TYPE	B-ZONE	TWO	06 (Six)
DN-TYPE	B-ZONE	TWO	09 (Nine)
EN-TYPE	B-ZONE	TWO	10 (Ten)
D1-TYPE	A-ZONE	SINGLE	01 (One)
F-TYPE	A-ZONE	SINGLE	02 (Two)

- a) The job will required to be run on all the working days except Sundays and Holidays and any other occasion as per requirement of DPL.

- b)** Conditional tenders will be out rightly rejected.
- c)** Bidder should have completed at least in last Seven years either in Government or Semi-Government or Corporation as a main contractor. One work of similar nature of **80 %** of the total contract value **OR** two works of similar nature of **50 %** of the total contract value **OR** three works of similar nature of **40 %** of the total contract value.
- d)** The agency should be financially solvent so as to provide facility for the services. The agency should be with good economical base to cater man power, machinery along with Trade License in this field and ready to run the job immediately. Bidder should have enough machinery and experienced personnel to supervise the work.
- e)** The tender of those bidders who fail to submit documents **OR** to produce the originals for verification within time schedule of this tender will out rightly be rejected.
- f)** If partnership / proprietary business, agency should submit 5 years audited balance sheet and other statutory papers to run the job.
- g)** The contractor shall not engage any agent or enter into sub-contractor with any other agency (s) for running the said service. The Contractor shall not carry on in the said premises, any business other than running the said service. He shall not make any changes, additions or alternations in the said premises without the written permission of DPL.
- h)** DPL shall not, in any way, be responsible, for any loss or damage of property in the said premises by the Contractor.
- i)** The Agency undertakes that he shall make it clear to the staff / labour employed by them that they are his employees and it is his responsibility to pay salary and other allowances to the staff / labour employed by him and also to supervise them to comply with the obligations under this agreement.
- j)** It is the responsibility of the contractor to ensure that the staffs or labours engaged by them in the premises of DPL do not have any criminal background and their character is exemplary.
- k)** The Tenderer (s) those who fails to submit the required documents for verification within the stipulated date and time, will be treated as non-responsive and their Price Bid will not be opened. The physical submission of required documents received after the prescribed date and time will be out rightly rejected.
- l)** The bidder should not have been Black Listed by Government of India or any State Board / Corporations, since inception of the Firm / Company.
- m)** After opening of Technical Bid, the procedure for the pre-qualification shall be adopted and the Price Bid of only successful qualified bidder shall be opened for final evaluation of the contract. The decision of DPL regarding the pre-qualification shall be final and binding to all the bidders.

- n) The Bidders is advised to visit and inspect the site thoroughly at his own cost and responsibility and to gather all necessary information which may be required for completing the tender. Ignorance of site conditions or local information shall not be considered as an excuse for non-performance / shortcomings in the contract work.
- o) The bidders should provide accurate information on any litigation history or arbitration resulting from contractors completed or under execution by him over the last ten years. This should also include such cases, which are in process. A consistent history of awards against the bidder may result in failure of the bid. In case the bidder has not provided such information and has come to the notice of the authority, the tender will be rejected at what so ever stage and in such case all the losses that will arise out of this issue will be recovered from the tenderer / bidder and he will not have any defence for the same.
- p) The intending applicant / bidders shall visit the site and make themselves thoroughly acquainted with the local site condition, nature and requirement of the works, facilities for transport, nature of labour required, access and storage for materials and removal of wastes. The bidders should quote taking into account all the site conditions including traffic restriction for transport etc., for proper execution of the work. The successful Bidders will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition.
- q) The Contractor shall demolish the complete building including the foundation, plinth protection, flooring in and around the building and all other structures including RCC slabs, beams, columns, masonry walls, doors, windows, ventilators and all other items including the outer compound wall, if available as per the instruction of DPL's representatives. The site should be handed over to DPL by the contractor in label and dressed condition basis.
- r) DPL is not responsible for any loss or devaluation or the quantity of the materials while dismantling and it will be at the total responsibility of the Contractor. The contractor should carry out the job within the given time limit at his risk and cost and with all safety provisions required for the job. The Contractor will be responsible for any type of accident and compensation / claims which may arise as per laws of Contract and other applicable labour laws as amended.
- s) The selected agency (hereinafter called as agency) has to carry out the demolition works by engaging requisite machinery and manpower. The agency can take away all salvageable materials by arranging its own transport. The agency has to carry out the demolition works in a manner that is safe for the people, trees and other surrounding infrastructure. The interested agencies are requested to please refer to the ***precaution and sequence of operation during demolition / dismantling of structure*** which forms a part of this EOI document (**Annexure 'F'**). You have to abide by all statutory obligations and laws of the land / DPL in currency or as may be enforced from time to time.

- t) Every page of tender shall be signed and stamped on the bottom of right hand side and any tender not so completed shall be treated as defective and liable to be rejected.
- u) Addenda to this document, if issued prior to submission of the tender must be signed and submitted along with the tender document. The bidder should write clearly the revised terms and conditions or schedule of rates of tender documents and should price the work based on the revised quantities when amendment for quantities are issued in addenda.

DPL reserves its right to accept or reject any or all bids or any part of the bid without assigning any reason whatsoever and it shall not be liable for any compensation to expenses / loss incurred by the bidder in the process in whatever manner it may be.
- v) Overwriting / correction / erasing and use of white ink should be avoided. However, if any correction / erasure are inevitable, that should be authenticated with the applicant's signature.
- w) DPL may assist the agency for ensuring that power lines remain disconnected.
- x) **Pre-Bid discussion and visit of the site condition:** The visit of the site will be started from 01.06.2022. Site visiting time will be from 10:30 am to 4:30 pm every day except Sundays and Holidays and continue up to 14.06.2022, 4:30 pm. All the interested bidder may discuss regarding the tender and for visit timing of the site with Mr. P. Bhakta, Sr. Manager (S & P) / Corporate, Administrative Building, 2nd floor, The Durgapur Projects Limited (DPL), Durgapur – 713201 or send mail for any type of enquiry to hodcorporatepurchasedpl@gmail.com / corporatepurchasedpl@gmail.com or call at 9434709187. For technical support the interested bidders may contact with Mr. P. Chatterjee (Mob No.: 9434709215).

3. Criteria:

- a) The interested Bidder should be with good economic base and furnish the following information along with the tender documents, duly self attested, failing which the tender of such bidder (s) will be considered as non responsive and their price bid will not be opened:
 - i) Year of establishment of the Company
 - ii) Numbers of partners in the Company, if any
 - iii) PAN
 - iv) Valid Trade License
 - v) Latest P. Tax challan.
 - vi) G.S.T registration / Provisional registration certificate.
 - vii) PF and ESI facilities for the workers to be engaged for the job.
 - viii) 5 years audited balance sheet
 - ix) 5 years Income Tax Certificate
 - x) Details of experience of conducting the subject job

- b) The Bidder having the experience of executing similar nature of job in Govt. Organizations (Central / State PSUs) / Undertaking, Autonomous Body and Power Plant will be preferred for this appointment of Power Station of DPL.
- c) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited.
- d) The agency / company should be financially solvent.
- e) Documentary evidence in support of each of the above mentioned criteria are required to be submitted.

4. Terms and Conditions:

- a) **Duration of Contract:** Duration of contract is 03 (Three) months, but extension may be made for some extra time with same rate, terms and conditions subject to satisfactory performance throughout the period, due certification by the user department and sole discretion of the DPL authority.
 - b) **Submission of offer:** Offers are invited in a Sealed Envelope in two bid system and one EMD i.e “technical bid”, “price bid” and EMD. Sealed envelopes of Technical Bids, Price Bids and EMD must be submitted in a Third Envelope duly sealed and super scribing the Reference EOI No with date, Name of the Work, Full Address of the Sender, indicating Contact No and Email ID of the agency for awarding the contract for the subject job. The technical bid shall contain all the relevant details terms & conditions, statutory documents, Credentials laid down in this EOI and the price bid contain the Service Charge and other charges should be mentioned separately, if any plus GST as applicable. The name and address of the company must be indicated on the body of each envelope.
 - c) Application may be submitted **in person** or **through speed post** by the firm to the Office of the Sr. Manager (S & P) / Corporate, Administrative Building (2nd Floor), The Durgapur Projects Limited (DPL), Durgapur – 713201 by 15/06/2022 within 12.00 noon, however, DPL does not take any responsibility for loss of application in transit. Application sent through Telex. Fax or E-mail will not be considered.
 - d) **Price / Rate:** The price for the job, to be quoted should remain “FIRM” for the entire period of pendency of this job / contract. Highest bidder will be decided highest quote of rate basis.
 - e) The interested parties may submit an application along with their terms and conditions separately in the format of a letter duly signed and stamped, which needs to be approved by DPL Authority before execution of the additional terms and conditions.
- a) **Place of work:** In the DPL Township.
 - b) **Paying Authority:** Sr. Manager (F & A), Payment Section, DPL.
 - c) **Controlling Officer:** Sr. Manager (Civil) / DPL or his authorized representatives.

- d) Inspection:** Inspection will be done by the authorized representative of the Sr. Manager (Civil), DPL, at the time of execution of the job.
- e) Coordinator / Contact Person:** The party shall work in close coordination with Sr. Manager (S & P) / Corporate and Sr. Manager (Civil) or their authorized representative and make use of every facility to become familiar with the total system.
- f)** Applications received after due date and closing time of submission of applications shall be ignored. Any application received late due to any reason whatsoever will not be accepted.
- g)** The Company will be debarred from getting cost audit in DPL in future if the Company obtains appointment on the basis of false information / statement or does not take up the job in terms of Appointment Letter / Work order or complete the job in all respect in terms of Work order or violates any of the stipulations mentioned herein.
- h) Conditional and Incomplete Tender:** Conditional and incomplete tenders are liable to summary rejection. Criteria are as follows:
- i)** If any bidder fails to produce any original hard copies of the documents like Completion Certificate or any other documents on demand of the DPL authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the bidder and action may be including debarring the bidder from participation in the bidding process without assigning any reasons. DPL reserves the right to demand any document of the contractor at any point of time for satisfaction or examination of DPL authority.
 - ii)** The Corporation reserves the right to accept / cancel any or all tenders without assigning any reason whatsoever. The DPL does not bind itself to accept effective tender (after execution of tender cum auction) and reserves the right to reject or accept any or all tenders fully or partly without assigning any reason whatsoever. The DPL reserves the right also to negotiate with any or all tenderers without assigning any reason whatsoever. In case of non-acceptance / non-execution of the order by the successful tenderer on whom Work Order is placed, order will be terminated along with forfeiture of earnest money and the penal measure would be taken as deemed fit by the DPL.
 - iii)** The bidder is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Bidder finds discrepancies or omissions in the Bid documents or is in doubt as to the true intent or meaning of any part thereof, he can submit his query within the date stipulated in the EOI for further clarification. Any query for clarification in the above respect after the submission of bid shall not be entertained.

After receipt of such interpretation or clarification the Bidder shall submit his Bid but within the time and date as specified in the invitation to Bid. All such interpretation and clarification shall form an integral Step of the EOI and must accompany the bid.

- iv)** Verbal clarifications and information given by DPL shall not be in any way binding on DPL.

- v) All the expenses, incidental to the submission of the tender, discussion, conferences, if any, shall be borne by the bidder irrespective of whether the tender is accepted or not and The DPL shall bear no liability whatsoever on such expenses.
- vi) The tender submitted by a bidder shall become the property of The DPL and The DPL shall have no obligation to return the same to the Bidder for any reason whatsoever.

5. Other Terms and Conditions:

a) **One bid per Bidder:**

- i) Each Bidder shall be allowed to submit only one Bid. A bidder either as a single bidder or as a partner of a consortium who submits more than one Bid will be disqualified.
- ii) The Bid is not transferable

b) **Bid Validity:** The Bid will be valid for minimum 120 days from the date of opening of the financial bid. No bid may be modified / withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period.

c) **Payment:** Full (100 %) payment will be made by the successful highest bidder before start the execution of the demolition work.

d) **Earnest Money:**

- i) Bidders must furnish the Earnest Money (Exempted for the authorized bidders who got exemption from payment of EMD by the appropriate authority) in the form of Demand Draft / Pay Order / Bank Guarantee from any nationalized or scheduled Bank of Rs. 50,000/- (Rupees Fifty Thousand) only authorized to do the business in India. Demand Draft / Pay Orders / Bank Guarantee will be in the name of "The Durgapur Projects Ltd." and payable at Durgapur.
- ii) The Earnest Money will be returned to the unsuccessful Bidder on request after placement of work order to the successful bidder. No interest will be given on EMD. Same methodology shall be followed in case of rejected bids.
- iii) In case of cancellation of the tender, the deposited EMD amounts shall be returned to the respective bidders after cancelling the tender online.
- iv) No exemption of EMD will be allowed for SSI / NSIC / MSME.
- v) DPL reserves the right to forfeit of Earnest Money deposit in case the tenderer after opening the tender withdraws, amends, impairs, derogates or revokes his tender within the validity period or extension thereof. Or if the work is not commenced in spite of award of formal W.O to the successful bidder.
- vi) EMD may be considered as Security Deposit throughout the pendency of the contract.

- e) **Non-Compliance**: In case the vendor fails to carry out his assigned service or could not mobilize his resources or withdraw his service in midway of the contractual period for any reason whatsoever, then the Controlling Officer or his authorized representative reserves the right to get the service done by any agency for the interest of the WBDPL. In that case the Security Deposit may liable to be forfeited as per discretion of the WBDPL authority and other penal action may be taken as deemed fit.
- f) **Damage of Property**: The successful tenderer / bidder shall be liable to pay damages caused to the property of the DPL on account of negligence or defective working. Such amount of damages shall be recovered from the bills & the party shall be liable to pay such damages to the DPL.
- g) **Discipline**: The successful tenderer / bidder shall ensure that their employees maintain proper discipline & decorum at the work area while dealing & executing the work. If any of the employees of the contractor is found unsuitable by the Officer in charge of DPL, such employees shall be removed & the contractor shall depute another employee in his place immediately.
- h) **Penalty**: If it is found that the delay in completion of work is attributed to you, a penalty @ 1/2 % (half percent) per week delay and maximum up to 5 % (five percent) of the contract value beyond scheduled period of contract will be charged.
- i) **Termination of the Contract**: DPL reserves the right to terminate the contract without any compensation by giving 01 (One) month prior notice, if the performance of the contractor is not found to be satisfactory by the DPL Management. Any loss or damage due to such termination will not be entertained. Basis of Termination may be failure to adhere to the terms & conditions stipulated in the order as well as in the Agreement.

In case of failure on your part to execute the above work properly and timely in respect of labourers, or non-fulfilment of the terms & conditions as well as procedure in vogue, a warning will be issued in writing. If there be any occasion to issue three warnings, the management reserves the right to terminate the contract with seven days notice as well as forfeiture of amount as security deposits without any prejudice.

The DPL Also reserves the right to include / exclude on any relaxation of any clause at any time for the interest of the Company, depending upon the discretion of the Management provided no cost implication is attributable. The management reserves the right to cancel the agreement in part or in full.

- i) **Laws**: You should have to abide by all Acts and Laws and Regulation of Government of West Bengal. You shall be responsible for compliance of all statutory obligations under Factories Act, Contract Labour Act, Minimum Wages Act, Payment of Wages Act and also be responsible for payment of employees' contribution under EPF, MP Act etc. in respect of your employees.

You shall have to obtain license from Competent Authority under Contract Labour Regulation and Abolition Act and the copy of the same will have to be produced within 30 days from the date of commencement of work. The worker deployed by you will be bound by provisions of Factories Act' 1948 and other provisions of Acts. Minor Workers should not be engaged.

- j) Handling of Suits:** All legal suits against any executing contractor arising out due to the fault exclusively on the part of the DPL, shall be handled and / or contested by the DPL and the expenses in such legal cases shall be borne by the DPL. If such litigation arises out due to any fault on the part of the awardee of contract that shall be handled and / or contested by the awardee of contract and the legal expenses in such cases shall be borne by the awardee of contract.
- k) Jurisdiction:** If any dispute or difference arises out of or touching the contract against this specification, it shall be decided only by the High Court, Kolkata or Tribunals situated in Kolkata irrespective of place of signing agreement. No suit or other legal proceedings shall be instituted elsewhere.
- l) Security and Regulations:** The Power House area being prohibited Area, the party shall obtain entry passes for **himself / herself** & other employees employed by **him / her** from the concerned Competent Authority for entry in the prohibited area. All the employees shall abide by & follow the rules of security & instructions of the Security Officer at the Power Station (if required).
- m) Force Majeure:** If the said work is affected on account of Force Majeure conditions such as Strike, Commotion, Lockouts in Railways, Power Stations or flooding, you shall intimate in writing such prevailing Force Majeure conditions to the DPL within 7 (seven) days from the occurrence of such event with satisfactory evidences.
- n) Observation of Statutory Compliance:** Vendor shall have to ensure all statutory compliances and have to observe, perform and comply with the provisions of (a) The Contract Labour (R & A) Act, 1970, (b) The Payments of Wages Act,1936, (c) The Employees' Provident Fund & Misc. Provision Act'1952, (d) The Payment of Bonus Act,1965, (e) The minimum Wages Act,1948, (f) The Employees' Compensation Act,1923 and other labour laws including law of the land as Applicable, Employees State Insurance Act etc.
- The contractor shall observe and comply with all sorts of P.F. rules and labour laws as are ruling now and as would be revised and updated by the State Govt. / Central Govt. / Labour Ministry / Labour commissioner and they would indemnify DPL of all such litigations arising out in their work.
- o) Settlement of Dispute:** All disputes concerning question of fact arising under the agreed Work Order shall be decided by the DPL. The DPL subject to a written appeal by the Bidder, the DPL shall decide upon the disputed fact and circumstances. The decision of the DPL shall be final and binding on both the parties hereto. 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 possibly settled amicably between the parties hereto.
- p) Observance Of P. F. Rules and Labour Laws (Statutory Compliance):** The contractor shall observe and comply with all sorts of P.F. rules and labour laws as are ruling now and as would be revised and updated by the State Govt. / Central Govt. / Labour Ministry / Labour commissioner and they would indemnify DPL of all such litigations arising out in their work.

Vendor shall have to ensure all statutory compliances and have to observe, perform and comply with the provisions of (a) The Contract Labour (R & A) Act, 1970, (b) The Payments of Wages Act,1936, (c) The Employees' Provident Fund & Misc. Provision Act'1952, (d) The Payment of Bonus Act,1965, (e) The minimum Wages Act,1948, (f) The Employees' Compensation Act,1923 and other labour laws including law of the land as Applicable, Employees State Insurance Act etc.

q) Arbitration: If any dispute (s) or difference (s) of any kind whatsoever arise between the parties hereto in connection with or arising out of this contract, the parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date on which the dispute (s) or difference (s) arose. Either party shall give a notice to the other party, of such intention to invoke Arbitration within 14 (fourteen) days from the expiry of the aforesaid period of 30 (thirty) days, within which & amicable resolution could not be reached, such dispute (s) or difference (s) shall be referred to and settled by a Sole Arbitrator's to be mutually appointed by both the parties.

If a party fails to appoint the Sole Arbitrator within 30 (thirty) days from the receipt of a request to do so from the other party, the appointment of Sole Arbitrator shall be made upon request of either party by the Hon'ble High Court, Kolkata.

The arbitration proceedings shall be in accordance with the prevailing Arbitration laws of India as amended or enacted from time to time. The existence of any dispute (s) or difference (s) or the initiation or continuance of the Arbitration proceedings shall not permit the parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract.

Note: The seat of arbitration shall be Kolkata, West Bengal, India.

r) Agreement:

- i)** An agreement (with one Xerox copy) on non- judicial stamp paper for appropriate amount shall have to be executed by you within 30 (thirty) days from the date of placement of LOA / Order (As per Annexure - 'E'). The Bidder shall have to undertake such responsibilities of purchase of Stamp Paper etc. at his own cost in favour of DPL and submit at his own cost all documents.
- ii)** The agreement shall remain valid for the entire contract period.
- iii)** On the event of conflict / contradiction between provisions of tender document and agreement, **provisions of Tender Document shall overrule**, and any provision of tender document, which is not covered in Agreement, shall also be considered as a part of Contract agreement.

s) Declaration Documents: Following Documents are to be furnished by the bidders:

- i) Bill of Quantity (BOQ) Format – ‘A’**
- ii) Power of Attorney as per Annexure – ‘B’, if applicable**
- iii) Declaration as per Annexure – ‘C’**
- iv) Safety clauses As per annexure – ‘D’**
- v) Contract Agreement format as per Annexure – ‘E’**
- vi) Precaution and sequence of operation during demolition / dismantling of structure as per Annexure – ‘F’**

6. Disclaimer:

- a) DPL reserves the right to modify the Bid Document by “Amendment” for any reason whatsoever at any time prior to the last date of submission of Bid. The “Amendment” along with this Bid Document shall thereafter become part of the Bid document. Any Addenda / Corrigenda to the EOI will be published in **www.dpl.net.in**. and bidders have to download the same and copy of the same have to be submitted duly signed with sealed towards acceptance of the same in the Technical Cover. Bidders are requested to keep track of any Addenda / Corrigenda published time to time.**
- b) DPL reserves its right to accept or reject any or all bids or any part of the bid without assigning any reason whatsoever and it shall not be liable for any compensation to expenses / loss incurred by the bidder in the process in whatever manner it may be.**
- c) DPL reserves the right to accept or reject any or all responses and to request additional submissions or clarification from one or more Applicant(s) at any stage or to cancel the process entirely without assigning any reason thereof and DPL's decision shall be final.**

Annexure 'A'**BILL OF QUANTITY (BOQ) FORMAT:****EOI No.: WBDPL/PUR/CORP/CIVIL/09/EOI/2022-23 dated 30.05.2022****Name of the Job: NOTICE INVITING EXPRESSION OF INTEREST (EOI) BIDDERS FOR THE JOB OF DEMOLITION OF DILAPIDATED QUARTERS OF THE DURGAPUR PROJECTS LIMITED (DPL), DURGAPUR**

Name of the job	Quantity	Lump sum Amount (in Rs.)
Demolition of dilapidated quarters of the Durgapur Projects Limited (DPL)	44 nos.	
Total		

Annexure 'B'

FORMAT OF POWER OF ATTORNEY:

(To be filled, signed and attached)

(Format for the Notarized and Legalized Power of Attorney for Authorised Signatory dealing the Bid on behalf of the Bidder)

(To be executed on Non-Judicial Stamp Paper of appropriate value)

I..... on behalf of M/s (Name & address of the Bidder) would like to declare as below:-

WHEREAS I HEREBY AUTHORISE Mr. / Ms..... to act as my Attorney and to look after the affairs pertaining to the Bid against the Bid Reference No., issued by the DPL.

AND WHEREAS the above named person, Mr. / Ms.....is..... sufficiently capable and knowledgeable about all the affairs related to the said Bid and is capable of handling them and decision taken by him shall be binding on the Bidder.

Attested by:-

Signature:

Name and Designation of the Authorised Signatory: Signature of the Authorised Signatory

Name of the Person: (Authorised Person on behalf of bidder)

Designation:

For and on behalf of:
(Name of the bidder)

Annexure 'C'

DECLARATION:

A. I,----- on behalf of -----(name of the company /partnership firm)-----
----- do hereby declare that I have gone through all the provisions of NIT No.
-----dated ----- (including subsequent Addenda / Corrigenda and other documents) and
clearly understood the implications of all those provisions and submitting my / our bid adhering all the
provisions of said NIT (including subsequent Addenda / Corrigenda and other documents).

B. I,_____ on behalf of M/s. _____ (name and address of the bidder)
hereby declare that M/s. _____ (name of the bidder) is not blacklisted/ debarred by any
Government department / Public Sector Undertakings/ Other Government Agencies for which we have
executed/undertaken the works / services during the last _____ year(s) within there as any
pending litigation with The Durgapur Projects Ltd.

C. I, _____on behalf of M/s. _____ (name and address of the bidder) do
hereby declare that no additions / deletions / corrections have been made in the downloaded / supplied
tender document and the tender document submitted by M/s. _____ (name of the bidder) is
identical to the one appearing in the procuring entity’s portal/supplied by the procuring entity.

I, hereby, further declare that all the above information declared hereinabove, are true to the best of my
knowledge and in the event any of the above information at a later stage, is found to be false, by the
Procuring Entity, the Procuring Entity shall be at liberty to take any action as deemed fit at my / our sole
risk and cost.

Signature of Bidder / Authorized representative

Seal of the Company

Note:

The above declaration should be submitted in the letterhead of the company.

Annexure 'D'**THE DURGAPUR PROJECTS LIMITED**
*(A GOVT. OF WEST BENGAL ENTERPRISE)***SAFETY CLAUSES TO BE FOLLOWED BY THE CONTRACTOR:**

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 job 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 Rs. 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 Rs. 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 'E'

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 WBDPL" 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 - 'F'**PRECAUTION AND SEQUENCE OF OPERATION DURING DEMOLITION / DISMANTLING OF STRUCTURE:****Procedure for Demolition:**

Before beginning the actual demolition work, a careful study shall be made of the structure which is to be pulled down and also of all its surroundings to ascertain how far the stage by stage demolition will affect the safety of the adjoining structure. A definite plan of procedure for the demolition work, depending upon the manner in which the loads off the various structural parts are supported, shall be prepared and approved by the Engineer-in-Charge and this shall be followed as closely as possible, in actual execution of the demolition work.

It should be ensured that the demolition operations do not, at any stage, endanger the safety of the adjoining buildings. Moreover, the nuisance effect of the demolishing work on the use of the adjacent buildings should be kept to the minimum. No structure or part of the structure or any floor or temporary support or scaffold, side wall or any device or equipment shall be loaded in excess of the safe carrying capacity, in its then existing condition.

Precautions Prior to Demolition:

1. On every demolition job, danger signs shall be posted all around the structure and all doors and openings giving access to the structure shall be kept barricaded or manned except during the actual passage of workmen or equipment. However, provisions shall be made for at least two independent exits for escape of workmen during any emergency. During nights, red lights shall be placed on or about all the barricades.
2. All the necessary safety appliances shall be issued to the workers and their use explained. It shall be ensured that the workers are using all the safety appliances while at work.
3. The power on all electrical service lines shall be shut off and all such lines cut or disconnected at or outside the property line, before the demolition work is started. Prior to cutting of such lines, the necessary approval shall be obtained from the electrical authorities concerned. The only exception will be any power lines required for demolition work itself.
4. Water stream and other service lines shall be shut off and capped or otherwise controlled at or outside the building line, before demolition work is started.

Special Measures for Public:

1. Safety distances to ensure safety of public shall be clearly marked and prominently sign posted. Every sidewalk or road adjacent to the work shall be closed or protected. All main roads, which are open to all, shall be kept open to the public clear and unobstructed at all times. Diversions for pedestrians shall be constructed, where necessary for safety.
2. The deck flooring of the sidewalk shed shall consist of plank of not less than 50 mm in thickness closely laid and deck made watertight. All members of the shed shall be adequately braced and connected to resist displacement of members or distortion of framework.

3. If the structure to be demolished is more than two storied or 7.5 m high, measured from the side walk or street which cannot be closed or safely diverted, and the horizontal distance from the inside of the sidewalk to the structure is 4.5 m or less, a substantial sidewalk shed shall be constructed over the entire length of the sidewalk adjacent to the structure, of sufficient width with a view to accommodate the pedestrian traffic without causing congestion. The side walk shed shall be lighted sufficiently to ensure safety at all times.
4. The roof of sidewalk sheds shall be capable of sustaining a load of 73 N/mm². Only in exceptional cases, say due to lack of other space, the storing of material on a sidewalk shed may be permitted in which case the shed shall be designed for a load of 146 N/mm². Roof of sidewalk shed shall be designed taking into account the impact of the falling debris. By frequent removal of loads it shall be ensured that the maximum load, at any time, on the roof of work shed is not more than 6000 N/mm². The height of sidewalk shed shall be such as to give a minimum clearance of 2.4 m. Sidewalk shed opening for loading purposes, shall be kept closed at all time except during actual loading operations.
5. When the horizontal distance from the inside of the sidewalk to the structure is more than 4.5 m and less than 7.5 m, a sidewalk shed or fence with substantial railing shall be constructed on the inside of the sidewalk or roadway along the entire length of the demolition side of the property with movable bars as may be necessary for the proper execution of the work.

Special Precautions during Demolition:

Prior to commencement of work, all material of fragile nature like glass shall be removed. All openings shall be boarded up. Dust shall be controlled by suitable means to prevent harm to workmen.

Sequence of Demolition Operations:

1. The demolition work shall be proceeded with in such a way that (a) it causes the least damage and nuisance to the adjoining building and the members of the public, and (b) it satisfies all safety requirements to avoid any accidents.
2. All existing fixtures required during demolition operation shall be well protected with substantial covering to the entire satisfaction of the rules and regulations of the undertakings or they shall be temporarily relocated.
3. Before demolition work is started, glazed sash, glazed doors and windows etc. shall be removed. All fragile arid loose fixtures shall be removed. The lath and all loose plaster shall he stripped off throughout the entire building. This is advantageous because it reduces glass breakage and also eliminates a large amount of dust producing material before more substantial parts of the buildings are removed.
4. The demolition shall always proceed systematically storey by storey, in the descending order. All work in the upper floor shall be completed and approved by the Engineer-in-Charge prior to disturbance to any supporting member on the lower floor. Demolition of the structure in sections may be permitted in exceptional cases if proper precautions are ensured to prevent injuries to persons and damage to property.

Demolition of Walls:

1. While walls of sections of masonry are being demolished, it shall be ensured that they are not allowed to fall as single mass upon the floors of the building that are being demolished so as to exceed the safe carrying capacity of the floors. Overloading of floors shall be prevented by removing the accumulating debris through chutes or by other means immediately. The floor shall be inspected by the Engineer-in-Charge before undertaking demolition work and if the same is found to be incapable to carry the load of the debris, necessary additional precautions shall be taken so as to prevent any possible unexpected collapse of the floor.
2. Walls shall be removed part by part. Stages shall be provided for the men to work on if the walls are less than one and a half brick thick and dangerous to work by standing over them.

Demolition of Floor:

1. Prior to removal of masonry or concrete floor adequate support centring shall be provided.
2. When floors are being removed, no workmen shall be allowed to work in the area, directly underneath and such area shall be barricaded to prevent access to it.

Demolition of Certain Special Types and Elements of Structures:

1. ROOF TRUSSES:

- a) If a building has a pitched roof, the structure should be removed to wall plate level by hand methods. Sufficient purlins and bracing should be retained to ensure stability of the remaining roof trusses while each individual truss is removed progressively.
- b) On no account should the bottom tie of roof trusses be cut until the principal rafters are prevented from making out ward movement.

2. HEAVY FLOOR BEAMS:

Heavy baulks of timber and steel beams should be supported before cutting at the extremities and should then be lowered gently to a safe working place.

3. BRICK ARCHES:

Expert advice should be obtained and, at all stages of the demolition, the closest supervision should be given by persons fully experienced and conversant in this type of work to ensure that the structure is stable at all times. However, the following points may be kept in view.

- a) On no account should the restraining influence of the abutments be removed before the dead load of the spandrel fill and the arch rings are removed.
- b) A single span arch can be demolished by hand by cutting narrow segments progressively from each springing parallel to the span of the arch, until the width of the arch has been reduced to a minimum which can then be collapsed.

- c) Where deliberate collapse is feasible, the crown may be broken by the demolition ball method working progressively from edges to the centre.
- d) In multi-span arches, before individual arches are removed, lateral restraint should be provided at the springing level. Demolition may then proceed as for single span; where explosives are used it is preferable to ensure the collapse of the whole structure in one operation to avoid the chance of leaving unstable portion standing.

4. CANTILEVER (NOT PART OF A FRAMED STRUCTURE):

Canopies, cornices, staircases and balconies should be demolished or supported before tailing down load is removed.

5. IN-SITU REINFORCED CONCRETE:

Before commencing demolition, the nature and condition of the concrete, the condition and position of reinforcement and the possibility of lack of continuity of reinforcement should be ascertained. Demolition should be commenced by removing partition and external non-load bearing cladding.

- a) **Reinforced Concrete Beams:** A supporting rope should be attached to the beam. Then the concrete should be removed from both ends by pneumatic drill and the reinforcement exposed. The reinforcement should then be cut in such a way as to allow the beam to be lowered under control to the floor.
- b) **Reinforced Concrete Columns:** The reinforcement should be exposed at the base after restraining wire guy ropes have been placed round the member at the top. The reinforcement should then be cut in such a way as to allow it to be pulled down to the floor under control.
- c) **Reinforced Concrete Walls:** These should be cut into strips and demolished as for columns.
- d) **Suspended Floors and Roofs:** The slab should be cut into strips parallel to the main reinforcement and demolished strip by strip. Where ribbed construction has been used, the principle of design and method of construction should be determined before demolition is commenced. Care should be taken not to cut the ribs inadvertently.

Lowering, Removal and Disposal of Materials:

Dismantled materials may be thrown to the ground only after taking adequate precautions. The material shall preferably be dumped inside the building. Normally such materials shall be lowered to the ground or to the top of the sidewalk shed, where provided, by means of ropes of suitable tackles.