



**NOTICE INVITING TENDER NO.:  
WBPDC/CORP/NIT/E1580/3RD CALL/23-24**

**Tender Document For  
“Appointment of Independent  
Engineer for coal mines of West  
Bengal Power Development  
Corporation Limited(3rd Call)”**

**PUBLICATION DATE : 29.05.2023**

**Tender ID : 2023\_WBPDC\_535295**

**THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED  
REGISTERED & CORPORATE OFFICE: BIDYUT UNNAYAN BHABAN, BLOCK -  
LA, PLOT NO. 3/C, SECTOR-I I I, SALT LAKE CITY, KOLKATA – 700106**

The West Bengal Power Development Corporation Limited (hereinafter referred as WBPDC/Employer/Owner/Purchaser which expression includes its successors and assigns) is a Govt. of West Bengal enterprise and the largest power generating utility in the state of West Bengal. It has an existing installed capacity of 4265 MW with 5 (five) power plants viz.

- i) Kolaghat Thermal Power Station ( 4 x 210 MW) ,
- ii) Bakreshwar Thermal Power Station (5 x 210 MW),
- iii) Sagardighi Thermal Power Project (2 x 300 MW+ 2 x 500 MW) ,
- iv) Bandel Thermal Power Station (1 x 60 MW+ 1 x 215 MW) and
- v) Santaldih Thermal Power Station (2 x 250 MW).

The following coal mines had been allotted to WBPDC by MoC ,Gol :

- i) **Barjore Coal Mine**
- ii) Barjora North Coal Mine
- iii) Gangaramchak & Gangaramchak-Bhadulia Coal Mine
- iv) Pachchwarra North Coal Mine
- v) Tara (East & West) Coal Mine

The Deputy General Manager (M&C-IC), The West Bengal Power Development Corporation Limited (WBPDC) invites participation from reputed Consulting Agencies / Firms with relevant technical experience and managerial competence to review, inspect and monitor the work of MDO substantially in accordance with the Scope of Work mentioned in Coal Mining Agreement, in the open tender for appointment of an Independent Engineer for the above mentioned **coal blocks** of the WBPDC, under Article 26 of the Coal Mines Agreement (CMA) . **Content of this NIT document is the extract of the Article 26 of CMA.**

1. **Title of the NIT** : Appointment of Independent Engineer for coal mines of West Bengal Power Development Corporation Limited
2. **NIT NO.** : **WBPDC/CORP/NIT/E1580/3RD CALL/23-24**
3. **Scheduled dates of e-tendering :**
  - i) Publishing Date : **29.05.2023 at 18:00 hrs.**
  - ii) Document Download : **29.05.2023 at 18:00 hrs.**  
start date
  - iii) Pre-bid queries : **30.05.2023 at 10:00 hrs to 09.06.2023 at 10:00 hrs.**  
submission start and end date
  - iv) Pre-Bid meeting : **09.06.2023 at 14:30 hrs.**  
at Corporate Office , WBPDC  
Address : Bidyut Unnayan Bhaban,  
Plot No. 3/C LA-Block,  
Sector-III, Bidhannagar,Kolkata-700 106
  - v) Pre-Bid query reply : **Within 14.06.2023**  
upload
  - vi) Bid submission start : **15.06.2023 at 10:00 hrs.**  
date
  - vii) Bid submission end : **26.06.2023 at 12:00 hrs.**  
date
  - viii) Technical Bid opening : **28.06.2023 at 12:05 hrs.**  
date
  - ix) Uploading of : To be notified later in wbtenders.gov.in  
Technical evaluation report
  - x) Financial Bid opening : To be notified later in wbtenders.gov.in  
date
  - xi) Reverse eAuction : To be notified later in wbtenders.gov.in
  - xii) Uploading of : To be notified later in wbtenders.gov.in  
Financial Bid evaluation sheet

4. **Mode of tendering** : Open tendering cum Reverse eAuction
5. **Estimated cost** : **Rs. 3.13 Crore (including GST)**
6. **Contract period** : **3 years from the date of effect of contract**
7. **Bid Security/ EMD** : Rs. 6.26 lac
8. **Security Deposit** : **10% of the Contract value**
9. **Name, Designation, Address of the tendering authority** : The Deputy General Manager(M&C-IC ) ,  
Corporate  
The West Bengal Power Development Corp. Ltd.  
Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block,  
Sector-III, Bidhannagar,Kolkata-700 106
10. **Address for Communication** : The Manager ,M&C, Corporate,  
West Bengal Power Development Corporation  
Limited,  
Bidyut Unnayan Bhaban, 4th Floor, 3/C, LA  
Block, Sector-III, Bidhan Nagar, Kolkata-700106.  
Contact No: +91: 033 -2339 3625 / 9830616477  
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[/managemnc21@gmail.com](mailto:/managemnc21@gmail.com)

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**I. INTRODUCTION**

Further to appointment of MDO for Development and operation of **five Coal Mines viz. i)Pachwara (N) coal Mine ,ii)Barjora(N) Coal Mine ,iii)Barjore Coal Mine, iv)Gangaramchak Bhadulia Coal Mine, and v) Tara (E&W) Coal Mine**, WBPDC intends to appoint a consulting engineering firm to be the "Independent Engineer" under Article 26 of the Coal Mines agreement to review, inspect and monitor the work of MDO substantially in accordance with the scope of work as mentioned in this documents.

The West Bengal Power Development Corporation Limited (WBPDC) have been allotted with the said coal mines by the Ministry of Coal as part of Govt. dispensation for power utility.

**A. SALIENT FEATURES AND ESTIMATED CAPACITY OF THE COAL BLOCK**

Details of all Mines of WBPDC					
Item	Pachwara N	Barjora N	Barjore	Gangaramchak-Bhadulia	Tara E & W
Location	Pakur/ JH	Bankura/WB	Birbhum/WB	Birbhum/WB	Paschim Burdwan/WB
Geological Reserve	609.35	91.67	3	13.68	209.69
Remaining Mineable Reserve	377.51	63.34	0.34	6.275	17.78
Remaining Mine Life	25	19	1	7	11
Peak Capacity	15	3	0.5	3	4
Stripping Ratio	4.19	3.71	7.2	5.28	10.72
Approx Grade of Coal	G9	G-12	G-7	G-11	G9
MDO	PCMPL	Montecarlo	GMPL	GMPL	Tara Mining Pvt. Ltd.

**B. DETAILS OF MDO**

1. GANGARAMCHAK & GANGARAMCHAK-BHADULIA BLOCK COAL MINE	M/s Gangaramchak Mining Pvt Ltd the SPV of Consortium Ambey Mining Pvt Ltd & Godavari Commodities Ltd is selected as Mine Developer & Operator for this mine and Coal Mining Agreement was signed on 21.10.2016.
2. BARJORE COAL MINE	M/s Gangaramchak Mining Pvt Ltd the SPV of Consortium Ambey Mining Pvt Ltd & Godavari commodities is selected as Mine Developer & Operator for this mine and Coal Mining Agreement was signed on 21.10.2016.

3. BARJORA (NORTH) COAL MINE	M/s Montecarlo Mining Pvt Ltd the SPV of Montecarlo Ltd is selected as Mine Developer & Operator for this mine and Coal Mining Agreement was signed on 17.10.2016.
4. PACHHWARA NORTH COAL MINE	M/s Pachhwara Coal Mining Pvt Ltd the SPV of Consortium NCC Ltd & BGR Mining Pvt Ltd is selected as Mine Developer & Operator for this mine and Coal Mining Agreement was signed on 18.10.2016.
5. TARA(E&W) COAL MINE	Tara Coal Mining Pvt Ltd , the SPV of Gangaramchak Mining Private Limited is selected as Mine Developer & Operator for this mine and Coal Mining Agreement signed on 03.03.2023.

## II. DEFINITIONS

a) "Authority" means WBPDC a power generating company, Government of WB Enterprise and which is the allottee of **five Coal Mines viz. i)Pachhwara (N) coal Mine ,ii)Barjora(N) Coal Mine ,iii)Barjore Coal Mine, iv)Gangaramchak Bhadulia Coal Mine, v) Tara (E&W) Coal Mine**,by the Ministry of Coal, Government of India.

b) "CMA" or "Coal Mining Agreement" shall mean the contract agreement signed between the Authority and the MDO.

c) "Development" shall mean pre-mining and construction activities for a Coal block.

d) "Financial Year" means a period of 12 months starting from 1stApril up to31stMarch.

e) "Independent Engineer" shall mean a consulting engineering firm to be selected in accordance with Ministry of Finance vide **OM no 24(23)/PF-II/2008, dtd. May 21, 2009.**

f) "LoA" or "Letter of Award" means the written official intimation by the Authority notifying the Successful Bidder that its Proposal has been accepted as per the terms and conditions mentioned therein.

g) "Mine Developer and Operator (MDO)" shall mean a company incorporated under company's Act 1956/2013 and appointed by the Authority as per the CMA for Development and Operation of coal block awarded to the Authority under Coal-Mines Special Provisions Act 2015.

h) "Prospective Bidder" shall mean the Bidder that had participated, and was declared qualified for opening of its



price bids, in the bidding carried out by the Authority for selection of IE for the works as specified in this NIT.

i) "MTPA" shall mean Million Ton per annum.

### III. APPOINTMENT OF INDEPENDENT ENGINEER

The WBPDC shall appoint a consulting engineering firm substantially in accordance with the selection criteria set forth in **this NIT**, to be the independent consultant under this Agreement (the "Independent Engineer").

The appointment shall be made for a period of 3 (three) years. On expiry or termination of the aforesaid appointment, WBPDC shall appoint an Independent Engineer for a term of 3 (three) years in accordance with the provisions of CMA, and such procedure shall be repeated after expiry of each appointment.

Existing Independent Engineer of any coal mine of WBPDC will not be allowed to participate in this tender for selection of Independent Engineer for the respective mine/mines .

#### A. DUTIES AND FUNCTIONS

- i. The Independent Engineer shall discharge its duties and functions in accordance with the terms of reference in this NIT.
- ii. The Independent Engineer shall submit regular periodic reports (at least once every month) to WBPDC in respect of its duties and functions set forth in ToR.
- iii. The true copy of all communication sent by the WBPDC to the IE and by IE to the WBPDC shall be sent forthwith by IE to the MDO.
- iv. A true copy of all communications sent by the Independent Engineer to the Mine Developer and Operator and by the Mine Developer and Operator to the Independent Engineer shall be sent forthwith by the Independent Engineer to WBPDC.

#### B. AUTHORIZED SIGNATORIES

WBPDC shall require the Independent Engineer to designate and notify to WBPDC and the Mine Developer and Operator **up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer** for the advice and directions provided under the scope of its duties and functions, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the

### C. TERMINATION OF APPOINTMENT

Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

WBPDCI may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer in accordance with the 2nd paragraph of Clause III as above.

If the Mine Developer and Operator have reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to WBPDCI and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, WBPDCI shall hold a tripartite meeting with the Mine Developer and Operator and the Independent Engineer, for Resolution of the Dispute and if any difference or disagreement between WBPDCI and the Mine Developer and Operator remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure. Pending resolution of such Dispute and unless otherwise specified by WBPDCI, the Independent Engineer shall continue to perform its functions under this Agreement. In the event that the appointment of the Independent Engineer is terminated hereunder, WBPDCI shall appoint forthwith another Independent Engineer.

### IV. ELIGIBILITY CRITERIA

a) In case an applicant firm possesses the requisite experience and capabilities required for undertaking the job it may participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm or the Lead Member, as the case may be.

b) The bidder should be a proprietor/Firm/LLP company as defined in the relevant Acts/ Rules.

**JV/Consortium is allowed .**

#### Note : Joint Venture / Consortium

i)The bidder may be a joint Venture with maximum three members where both the members shall be incorporated and registered in India.

ii)The lead member shall submit the bid and receive the payment on behalf of the JV/ Consortium.

iii)Both the members shall be jointly and severally liable towards WBPDCI for execution of the job.

iv) **Lead Member shall meet at least 50% requirement of said Financial Capacity and at least 30% of said Technical Capacity.**

v) If the Bidder is Bidding in Consortium then- Only three member consortium will be allowed.

The consortium shall be formed through memorandum of understanding duly registered as per the applicable laws of the Country;

The Bid should contain the information required for each member of the Consortium;

Members of the Consortium shall nominate one member as the lead member (the “Lead Member”).

The nomination(s) shall be supported by a Power of Attorney, as per the format **Annexure:A1,A2** in this NIT, signed by all the other members of the Consortium.

The duties, responsibilities and powers of such Lead Member shall be specifically included in the joint Bidding Agreement or memorandum of understanding. It is expected that the Lead Member would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The WBPDC expects that Lead Member should have maximum responsibility pertaining to execution of Project;

Lead Member shall hold committed stake of more than 50% in the consortium;

The Bid should include a brief description of the roles and responsibilities of individual members;

**An individual Bidder cannot at the same time be a member of a Consortium applying for the Contract. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the contract.**

No Change in the composition of the Consortium will be permitted by the WBPDC during the Selection Process and during the subsistence of the Contract (in case the successful Bidder is a consortium).

Members of the Consortium shall enter into a binding JV Bidding Agreement (herein after called as “JV/Consortium Agreement”), for the purpose of submitting a Bid. The JV/Consortium Agreement, to be submitted along with the Bid as per format Annexure – A3,A4 of the NIT.

#### REGISTRATION FOR JV/CONSORTIUM

In case of JV/Consortium becomes a successful bidder, their JV/Consortium Agreement has to be registered under Registrar of Assurance, Kolkata before issuance of Letter of Award by WBPDC.

c) Bidder/Each member of JV/Consortium must have no adverse record or defaulter of statutory liabilities and should not be blacklisted/debarred in any organization **at the time of submission of the bid** .

d) Bidder/Each member of JV/Consortium should have no “**Conflict of Interest**” with any of the MDO and/or WBPDC in respect of discharging his duties as Independent Engineer . In such case WBPDC has got sole right for taking appropriate action.

e) Bidder/Each member of JV/Consortium must have no adverse record or defaulter of statutory liabilities.

f) The Bidder/( each member of JV/Consortium) should be an Engineering and Technical Consultancy Company / Firm engaged in the coal sector of India, having good reputation and proven track record in serving Coal Mining Industry and has the capability and competencies as required in Technical Eligibility clauses as mentioned below.

#### A. TECHNICAL QUALIFYING

The Bidder/**Lead member of JV/Consortium** should have experience in the capacity of **Transaction Advisor / Consultant**

**REQUIREMENTS OF THE BIDDING COMPANY***(for JV/Consortium read with note under clause no.IV (b))*

engaged by any coal block owner and have prepared and submitted **at least one Detailed Project Report OR Feasibility Report or Mining Plan** on its own for a coal block in India of at least 5(five) MTPA production capacity, of any public Sector Undertaking / State Govt. Undertaking / Private Company (listed company in BSE and NSE) in India in the preceding **ten (10)** years from the date of publication of the tender.

**OR**

The Bidder/**Lead member of JV/Consortium** should have worked as **Independent Engineer** and having **work experience of at least two years** (continuous /split) for a coal block in India of at least 05(five) MTPA production capacity, of any public Sector Undertaking / State Govt. Undertaking / Private Company (listed company in BSE and NSE) in India in the preceding **ten (10)** years from the date of publication of the tender.

**B. TECHNICAL QUALIFYING REQUIREMENTS OF THE BIDDER'S TEAM***(for JV/Consortium read with note under clause no.IV (b))*

(a) The Project Leader should have top level management experience in the capacity of CMD/ Director/ED/**GM** in Central /State Govt/PSUs or CEO/President/Vice President in Private companies / Group of Mines for Planning / Development / Operation of an Opencast coal mining project / projects having production capacity of at least 3 (three)MTPA.

(b) The bidding firm should have well qualified and experienced members (key Personnel) in the form of Mining Engineer, Mechanical Engineer, Geologist, Surveyor. **Ref. following Table . Experience certificate of each member of manpower to be provided with documentary evidence otherwise their bid is liable for cancellation.**

<b>Manpower to be deployed</b>			
<b>Sl. No.</b>	<b>Manpower</b>	<b>Essential Qualification and Experience</b>	<b>Head</b>
<b>1</b>	<b>Project Leader</b>	1. B. Tech/ B.E./B. Sc. (Mining Engineering from Recognized institutes and 2. should also hold a 1st Class Mine Manager's Certificate (Coal) , 3. should have top level management experience in the capacity of <b>CMD/ Director/ED/GM</b> in Central /State Govt/PSUs or CEO/President/Vice President Private companies	<b>1</b>

		<p>for Development/ Operation of an opencast coal mining project having production capacity of at least 3 MTPA and</p> <p>4. should have experience of more than 30 years .</p> <p>5.Should demonstrate leadership role in at least two coal mining companies with a role of <b>Green Field</b> Development of at least one open cast coal blocks in India with a capacity of at least 3 MTPA.</p> <p>6. Project Leader should also have experience of Planning, Contract Management, Capital budgeting for the coal mining projects.</p> <p>7. Working knowledge of regulatory framework governing coal sector in India and experience of dealing with regulatory agencies.</p> <p>8. Proven track record of providing consultancy services in the coal sector.</p>	
2	<b>Mining Engineer (Operations)</b>	<p>1. B. Tech/ B.E./B. Sc. (Mining Engineering) from Recognized institutes and</p> <p>2. should also hold a 1st Class Mine Manager's Certificate (Coal)</p> <p>3. Should have more than 20 years of experience of coal mining operation.</p> <p>4. Working experience in at least one open cast coal blocks in India with a capacity of at least 3MTPA as <b>GM or Dy GM</b> or equivalent.</p>	1
3	<b>Mechanical Engineer (Excavation)</b>	<p>1. B.Tech/B.E./B.Sc.(Mechanical Engg) from recognized university</p> <p>2. Should have more than 20 years of experience in coal operation,</p> <p>3. have experience in Operation &amp; maintenance of HEMM, for coal mining projects in India in mining project of 3 MTPA at least as Dy. G M or equivalent.</p>	1
4	<b>Geologist</b>	<p>1. M.Sc. (Geology) from a recognized University.</p> <p>2. Should have experience of more than 15 years in the Coal Sector</p>	1
5	<b>Surveyor</b>	<p>1. Diploma in Survey having DGMS certificate in surveying</p> <p>2. should have experience of at least 8 years in field mining surveys.</p>	1

		3. Should have experience of conducting survey work related to civil, mine and geology of coal blocks in India in Open Cast mining project of at least 3 MTPA at least as Survey Officer / Dy GM or equivalent.	
6	<b>Safety Officer</b>	1. Degree in Mining Engineering with 2. 1st Class Mine Managers' Certificate in Coal. 3. Should have professional experience in dealing with Safety and Conservation/ Mining Laws/Statutory provisions for at least 15 yrs  4. Working experience in Opencast Mining Projects of 3 MTPA as Dy G M or equivalent.	1
7	<b>Electrical Engineer</b>	1. B. Tech / BE / B. sc. (Electrical Engineer) from recognized university. 2. should have experience of more than 20 years in the Coal sector in India 3. Working experience in mining project of 3 MTPA at least as Dy G M or equivalent Electrical Engineer.	1
8	<b>Civil Engineer</b>	1. B Tech/B E/B.Sc. (Civil Engg) from Recognised university.  2. should have experience of more than 20 years in the Coal sector.  3. Working experience for open cast coal blocks in India in 3 MTPA at least as Dy G M or equivalent.	1
9	<b>Environment Engg</b>	1. Degree/Diploma from recognized university in Environment Science/ Technology/ Management  2. Should have experience for at least 15 yrs in the relevant field Environment, Forest, Pollution etc in coal mining projects and corporate office in India  3. Working experience of 3 MTPA at least as Dy G M or equivalent.	1

### C. FINANCIAL QUALIFYING REQUIREMENTS

a) Average Annual Financial Turnover during last 03 (three) financial years, i.e., **FY 2019-20** , **FY 2020-21** & **FY 2021-22** should be at least Rs.31.3 Lac **(for JV/Consortium read with note under clause no.IV (b))**

b) The net worth of each of the **FY 2019-20** , **FY 2020-21** & **FY 2021-22** must be positive. **(for JV/Consortium each member )**

### V. GENERAL GUIDANCE OF E-TENDERING

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

### A. REGISTRATION OF BIDDERS

Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from

any authorized Certifying Authority (CA) under CCA, Govt of India. (viz. nCode Solution, Safescrypt, e-Mudhra, TCS, MTNL, IDRBT ) or as mentioned in e-tendering portal of GOWB <https://wbtenders.gov.in>. DSC is given as a USB e-Token. After obtaining the Class II/III Digital Signature Certificate (DSC) from the approved CA they are required to register the Digital Signature Certificates through the registration system available in the website.

## B. COLLECTION OF TENDER DOCUMENTS

Interested bidders will have to download the tender documents from the website <https://wbtenders.gov.in> directly with the help of the e-Token provided. This is the only mode of collection of tender documents.

## VI. PRE-BID DISCUSSION

The queries ( in soft editable form as well as signed pdf ) for Pre-Bid shall be sent to the email id **managemnc21@gmail.com** (i.e. in soft editable form as well as signed pdf ) within the stipulated date mentioned in the schedule of e-tendering in order to seek any additional information or to furnish additional clarification , if any , needed on the scope of work and NIT .

The pre-bid meeting shall be held at the Corporate Office , WBPDC as per the schedule given in this document.

Attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of 2 (two) representatives from each Bidder shall be allowed to attend the pre-bid meeting.

However, WBPDC may in its sole discretion respond to such queries submitted by any Bidder or amend the RFP as required, but is under no obligation to do so.

The clarification (s) /decision(s) against the queries/points as would be given by WBPDC and such decision shall form the integral part of this NIT & shall be binding on all the participating bidders. The outcome of the pre -bid meeting shall be uploaded in the e-tender portal as an intergral part of the NIT .

## VII. EARNEST MONEY DEPOSIT

**A) Value of EMD:** Rs. 6.26 lac

**B) Mode of submission:**

EMD shall be submitted ONLINE through this portal. That is the only mode of submission of EMD.

To submit BG, bidders shall have to opt for EXEMPTION in this portal and scanned copy of the BG is to be uploaded in the portal. After completion of the bid-submission period, the original BG must be submitted at the office of General Manager (M&C), Corporate Office, WBPDC, before tender opening date and time. Otherwise, your bid shall not be considered for evaluation.

Bank Guarantee (BG) shall be from any scheduled bank authorized to do the business in India. Bank Guarantee will

be in the name of "The West Bengal Power Development Corporation Limited." The Bank Guarantees (BG), if submitted, should remain valid for six months period from the date of opening of the Tender.

Bank Guarantee (BG) of following categories of Banks may be accepted:

- Any scheduled bank incorporated in India. BG issued by foreign branches /foreign offices of such scheduled banks should be counter guaranteed by the Indian branch of that scheduled bank incorporated in India.

Or

- Any branch of an international bank situated in India or registered with Reserve bank of India (RBI) as a scheduled foreign bank.

Or

- Any foreign bank which is not a scheduled bank in India provided the BG issued by such bank is counter guaranteed by any scheduled bank incorporated in India.

Note: Under no circumstances would any guarantee be accepted from any Regional rural Bank or State Co-operative Bank or Urban co-operative Bank.

**C)** EMD amount (deposited online) of the unsuccessful bidders, shall automatically be returned to the respective debited accounts.

**D)** Same methodology shall be followed in case of rejected bids.

**E)** BGs of the unsuccessful bidders, if any, shall be returned after placement of order on the successful bidder.

In case of cancellation of the tender, the deposited EMD amounts shall be returned to the respective bidders following the procedure as mentioned in (C) and (E) above.

**There is no exemption in EMD.** No interest shall be payable by the Corporation on the Earnest Money that is refunded to unsuccessful bidders under any circumstances. The WBPDC reserves the right of forfeiture of Earnest Money Deposit in case the bidder after opening of tender, withdraws amends, impairs, derogates or revokes his tender within the validity period or extension thereof.

## VIII. SUBMISSION OF TENDER DOCUMENTS

A) Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the bid.



Bidders are to keep track of all the Addendum / Corrigendum issued against the particular NIT and download copies of the above documents and merge the Addendum / Corrigendum with respective NIT. No need to upload the published NIT documents, instead upload the declaration as per format given in **Annexure II** .

Bidders are required to upload all the tender documents along with the other documents, as asked for in the tender and the agenda / corrigenda of the tender, if published, through the above website within the stipulated date and time as given in the Tender.

The documents uploaded must be scanned against any virus and digitally signed using the Digital Signature Certificate (DSC).

B) Bidders must download tender specific documents (NIT, BOQ etc) from <https://wbtenders.gov.in>, prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations viz.

Cover #1 : "Fee/PreQual/Technical" &

Cover #2 : "Finance" for BOQ sheet duly filled up. Bidders need to fill up the rates of items in the BOQ, downloaded for the supply, in the designated cell of the BOQ spreadsheet and upload the same in designated location of Cover #2 .

- The bid and other supporting documents, printed literature uploaded by the bidders should be in only English language. **Bid in any other language is liable to be rejected.**
- All measurements will be in S.I. unit and currency should be in INR.

C) No alteration in the Bid or in the amount(s) or any addition by way of special stipulation will be permitted.

Any Bid which is incomplete, ambiguous, or not in compliance with the Bid Document is liable to be rejected.

#### **A. COVER 1 DOCUMENTS : TECHNICAL BID**

1. Bidder information sheet as per Annexure-I furnishing name, residential address, phone no, e-mail address and place of business of person (s) authorized to sign the tender with signature of appropriate authority with designation and seal of the Company and submit Power of Attorney /

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

Following documents have to be submitted as applicable against the same:

- i. Certificate of Incorporation (and any certificate of change of name or other amendment)
- ii. Certified copies of its Memorandum and Articles of Association MOA
- iii. Declaration of the Commencement of Activities
- iv. Valid PAN Card
- v. Valid GST Registration Certificate
- vi. IT Return of **AY2020-21, AY2021-22, AY 2022-23.**
- vii. JV/Consortium details viz. in the form of

2. Declaration as per Annexure –II

3. Audited Accounts along with Audit report for last three consecutive financial years **(last FY being FY 2021-22).**

4. The bidders are required to submit the supporting orders & completion certificates i.r.t. credentials of the company.

5. The bidders are required to submit duly certified manpower details alongwith the individually self-attested Bio-data/CV clearly showing the chronologically working experience. **Bio data format is attached for reference. Experience certificate of each member of manpower is to be provided with documentary evidence.**

#### **6. Technical proposal with unpriced BOQ.**

Note:

a) **All the declarations are required to be executed on non-judiciary stamp paper of Rs. 10 and duly notarized – to be filled & duly signed and sealed by authorized signatory of the bidder and upload it.**

b) The Bidder shall fulfill the above qualifications on its own . **Credentials on working as a subcontractor are not accepted.**

c) 'Holding Company' and 'Subsidiary' shall have the meaning ascribed to them as per Companies Act, in vogue.

d) During scrutiny , if required for technical evaluation , their manpower qualification certificate and certificates related to their experience etc. may be asked.

The offers of the Bidder not meeting the Qualifying Requirements and not producing supportive documents shall be summarily rejected and no correspondence whatsoever shall be entertained.

e) The Authority reserves its right to verify the documents/information submitted by the bidder.

f) Non-submission of any one of the above documents, non-compliance with the given format, submission of incomplete documents and false claims may disqualify the bidder and the bid document submitted, if any, may be rejected outright without any further reference to the bidder.

**B. COVER 2 : FINANCIAL BID**

The financial proposal to be submitted in Cover#2: Finance and should contain the "Bill of Quantities (BOQ)".The bidder is to quote the lump sum price in the each space /cell marked for quoting rate for each mines in the BOQ.

Rate has to be quoted separately for each mines.

Break up of total quoted value should be proportionate to Mine PRC(peak rated capacity) of individual mines.

e.g.

IF TOTAL CONTRACT VALUE IS RS. 1 Crore /year , then

MINE	PRC	CONTRACT VALUE Rs.(in Crore)/year
Pachwara N	15	0.58
Barjora N	3	0.12
Barjore	0.5	0.02
Gangaramchak-Bhadulia	3	0.12

Tara E & W	4	0.16
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If, PRC is changed in future then there will be no financial implication of contract value.

Reverser eAuction shall be conducted and lowest value after eAuction shall be considered for determining the successful bidder.

(Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder)

**IX. AMENDMENT OF BID DOCUMENT**

a) WBPDC 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 NIT , will be published in the <https://wbtenders.gov.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 Part I cover. Bidders are requested to keep track of any addenda/corrigenda published time to time.

b) WBPDC 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.

**X. ONE BID PER BIDDER**

a) Each Bidder shall be allowed to submit only one Bid. **A bidder who submits more than one Bid will be disqualified.**

b) The NIT/Bid is not transferable.

**XI. CONDITIONAL AND INCOMPLETE TENDER**

i. The offer must accompany Declaration as per **annexure-II** , and **hardcopy of the BG as EMD** .as applicable as indicated above should be submitted at the office of the GM (M&C) , Corporate before opening of the technical bid , failing which it will be summarily rejected.

ii. Conditional and incomplete tenders are liable to summary rejection.

- iii. The entire offer to be submitted by the bidder should be unconditional. Any information, assumption, statement having a direct or indirect relation/ correspondence with the quoted rates shall be treated as a condition and as such a deviation from the tender norms stipulated in the tender documents. Bidders are, therefore, requested to thoroughly scrutinize the entire tender document and seek clarifications if required before submission of tender.
- iv. **Bidder must quote for all items mentioned in BOQ sheet** with all cells filled-up must be uploaded. Non-submission of this sheet and partial quoting will lead to rejection of the bid.
- v. If any bidder fails to produce any original hard copies of the documents like Completion Certificate or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the bidder and action may be referred to the appropriate authority for prosecution as per relevant IT Act.
- vi. **All the uploaded annexures and declarations documents will have to be attested by the bidder with official seal of the agency / company .**
- vii. The Corporation reserves the right to accept / cancel any or all tenders without assigning any reason whatsoever. **The corporation does not bind itself to accept the rate quoted by the lowest bidder and reserves the right to accept or to reject any or all the tenders .**
- viii. The bidder is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Bidder finds discrepancies or omissions in the Bid documents or is in doubt as to the true intent or meaning of any part thereof, he can submit his query within the date stipulated in the NIT for further clarification. Any query for clarification in the above respect after the submission of bid shall not be entertained. After receipt of such interpretation or clarification the Bidder shall submit his Bid but within the time and date as specified in the invitation to Bid. All such interpretation and clarification shall form an integral Step of the tender documents and must accompany the bid.
- ix. **The agency has to submit written clarification and information if any, verbal clarification and information shall not be accepted.**
- x. Cost of bidding : All the expenses, incidental to the submission of the tender, discussion, conferences, if any, shall

be borne by the bidder irrespective of whether the tender is accepted or not and the WBPDC shall bear no liability whatsoever.

- xi.** Any document asked for clarification or any shortfall documents against uploaded tender submitted by the bidder shall become the property of the WBPDC and The WBPDC shall have no obligation to return the same to the Bidder for any reason whatsoever.

## **XII. OPENING & EVALUATION OF BID**

### **A) OPENING OF COVER 1 : TECHNICAL COVER ALONGWITH OTHER IMPORTANT DOCUMENTS**

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

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

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

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

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

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

### **B) TECHNICAL BID EVALUATION**

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

Bids without Annexure-II and in case EMD submitted through the BG shall be summarily rejected.

The requirements as stipulated in the tender documents are the minimum ones and The WBPDC has the right to ask for any additional information, if necessary, in case the documents uploaded by the bidder are found inadequate. The WBPDC reserves its right to reject any tender, if the

bidder is found not qualified to perform the work satisfactorily.

The WBPDCI reserves the right to reject any tender, at any stage, if the bidder is found to have become qualified by giving incorrect and/or false information.

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

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

### **C) Tender-Cum-Reverse auction Procedure**

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

ii) Without disclosing the name of the L1 bidder, reverse auction is conducted on a pre-scheduled date considering L1 price as the starting price. Only qualified bidders are allowed to participate.

iii) The starting price, bid decrement and bid life (stipulated time frame for displacing a bid) are announced before the start of the auction.

iv) Bidders can there upon start bidding in an iterative process wherein bid of lowest bidder at any given moment and within the stipulated time frame (bid life) can be displaced by an even lower bid of a competing bidder. All bidders will see the current lowest quote. More than one bidder cannot give an identical price, at a given instant.

v) The process ends when a price quote is not further displaced by another lower quote within the stipulated time frame (bid life).

vi) The last quote is then considered as the final L1 price.

### **D) Price bid evaluation**

i) At the end of reverse auction, the L1 bidder has to submit break up of prices conforming to the lowest landed rate (cost to WBPDCI/company) quoted by him in the reverse auction.

ii) Evaluation will be done only on the total rate quoted in the BOQ sheet (including GST), which shall be inclusive of rate.

- iii) The bidder will not be allowed to increase the rate of any item while submitting the break up. While giving the break up, the bidder will have to consider same rate of taxes and duties as quoted while submitting the e-price bid. In case the bidder(s) fail(s) to submit the break-up of cost to WBDPCL price within stipulated period or the break up does not match with total offered price or a close lower value thereof, the WBDPCL will be at liberty to place order by preparing the break-up of the offered composite cost to WBDPCL price (or close lower value thereof) by proportionately reducing the item rates on the basis of the breakup of the e-price bid submitted by the bidder along with the initial offer and the same will be considered as bidder's offer and binding on the bidder.
- iv) After evaluation of price-bid, by Tender Evaluation authority, the final summary result, name of the successful bidder and the rates quoted will be uploaded. The Tender Accepting Authority may ask any of the Bidders to submit analysis to justify the rate quoted by that bidder.
- v) Issue of tender documents to any bidder will not be construed that such bidder is automatically considered qualified for the entire tender process.
- vi) The WBDPCL reserves the right to accept any tender or reject any or all the tenders or cancel/withdraw the invitation for tender without assigning any reason whatsoever. Such decision taken by The WBDPCL shall not be subject to raising of question by any bidder and The WBDPCL shall bear no liability consequent upon such decision and the bidder shall have no claim in this regard against The WBDPCL.

### **XIII. BID VALIDITY**

The required validity of the "Bid offer" is for a period of 180 days from bid submission date.

In exceptional circumstances, prior to expiry of the original time limit, WBDPCL may request the bidders to extend the period of validity for a specified additional period.

The request and the bidder's responses shall be made in writing. A bidder agreeing to the request will not be required or permitted to modify his "Bid" but will be required to extend the bid validity and the validity of bid security for the additional period as requested.

### **XIV. EMPLOYER'S RIGHT TO ACCEPT WHOLE OR PART OF THE TENDER**

The competent authority on behalf of the Employer reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.

### **XV. AWARD OF CONTRACT**

The bids received and accepted will be evaluated by the WBDPCL according to the procedure detailed in the relevant



clauses of the NIT. The Independent Engineer will be issued the LoA (Letter of Award) on completion of all the formalities / pre-conditions and sign a contract agreement **for each of the coal mines.**

The Independent Engineer contract for Barjore mine may be discontinued in the mid-way of contract as the Coal reserve may exhaust in 2022-23.

For Tara (E&W) coal mine , Lol shall be issued on the successful bidder and LoA shall be issued after order placement on new MDO for which tendering is under process.

In case of any substitution of the team member on exigency the same should be intimated to the controlling officer.

#### **REGISTRATION FOR JV/CONSORTIUM**

In case of JV/Consortium becomes a successful bidder, their JV/Consortium Agreement has to be registered under Registrar of Assurance, Kolkata before issuance of Letter of Award by WBDPCL

#### **A) CONTRACT PRICE**

**Monthly** Fees should be valid and firm for the entire contract period.

#### **B) DATE OF EFFECT OF CONTRACT**

**1<sup>st</sup> day of month succeeding the date of LoA or as per direction of the Controlling Officer.**

#### **XVI. REJECTION OF BID**

On submission of any Bid, the corresponding Bidder shall have no cause of action or claim against the Owner for rejection of his Bid. The Owner will always be at liberty to reject or accept any Bid at his sole discretion without assigning any reason and any such actions will not be called into question and the Bidder shall have no claim in this regard against the Owner.

#### **XVII. CANCELLATION OF TENDERS**

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

#### **XVIII. DISCLAIMER AND FORFEITURE OF EMD/ SECURITY DEPOSIT:**

During the blacklisting and debarment period if it is detected that the agency has participated in the tender under a different name or as a partner in participating consortium/Joint Venture or sub-agency of the participating bidder, WBDPCL would be at liberty to debar the agency from participating in the tender and in such case EMD/ Security deposit shall be forfeited with option to take recourse to any legal remedy.

#### **XIX. TERMS OF REFERENCE (ToR)FOR INDEPENDENT ENGINEER**

##### **A) SCOPE UNDER TOR**

1. These Terms of Reference for the Independent Engineer (the "ToR") are being specified pursuant to the **coal mining**

**agreement which has been entered into between WBPDC and the “Mine Developer and Operator”** for winning of Coal which inter alia includes development of coal mines.

2. This ToR shall apply to construction( as applicable), operation and maintenance of the Mines.
3. IE has to supply all type of required measuring instruments to do all type of filed inspection.
4. All tools & tackles for conducting survey and other related jobs to be carried by IE during visit in the mines.
5. The dedicated working team of IE so formed to be inform to WBPDC.
6. The dedicated working team should visit each mine at least once in a week.
7. Attendance sheet to be maintain at the mines of dedicated working team. Attendance sheet will be recorded by Agent and to be provided with bills.
8. Weekly inspection report alongwith supporting photograph to be provided to Agent and MMC deptt

## **B) DEFINITIONS AND INTERPRETATION of TOR**

a) The words and expressions beginning with or in capital letters used in this ToR and not defined herein but defined in the Agreement shall have unless repugnant to the context the meaning respectively assigned to them in the Agreement.

b) References to Articles, Clauses in the ToR shall except where the context otherwise requires be deemed to be references to the Articles, Clauses and Schedules of the Agreement and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

c) The rules of interpretation stated in relevant Clauses of the Agreement shall apply, mutatis mutandis to this TOR.

d) Here the term “Schedule” means as per the respective schedule of model CMA published by MoC.

## **C) ROLE AND FUNCTIONS OF THE INDEPENDENT ENGINEER**

a) The role and functions of the Independent Engineer shall include the following:

**(i) Review of the Drawings and Documents** : as set forth in clause XIX.D DEVELOPMENT PERIOD (as applicable)

**(ii) Review, inspection and monitoring of Construction Works** : as set forth in **clause XIX.E CONSTRUCTION PERIOD (as applicable)**

**(iii) Review, inspection and testing of Mines** : as set forth in **clause XIX.E CONSTRUCTION PERIOD (as applicable)**

**(iv) Conducting Tests on completion of construction and issuing Completion Certificate** : as set forth in **clause XIX.E CONSTRUCTION PERIOD (as applicable)**

(v) **Review inspection and monitoring of O&M** : as set forth in **clause XIX.F** OPERATION PERIOD

(vi) **Review inspection and monitoring of Divestment Requirements** :as set forth in **clause XIX.G** TERMINATION

(vii) Determining as required under the Agreement the costs of any works or services and / or their reasonableness

(viii) Determining as required under the Agreement the period or any extension thereof for performing any duty or obligation

(ix) Assisting the Parties in resolution of disputes as set forth in **clause XIX.I** ASSISTANCE IN DISPUTE RESOLUTION

(x) Undertaking all other duties and functions in accordance with the Agreement.

b) The Independent Engineer shall discharge its duties in a fair Impartial and efficient manner consistent with the highest Standards of professional integrity and Standard Industry Practice.

**D) DEVELOPMENT PERIOD  
(IF APPLICABLE TO A  
PROJECT)**

a) During the Development Period the Independent Engineer shall undertake a review of the exploration data and Drawings to be furnished by the Mine Developer and Operator along with supporting data including the geotechnical and hydrological investigations, topographical survey and other surveys. The Independent Engineer shall complete such review and send its comments/observations to WBPDC and the Mine Developer and Operator within 15 (Fifteen) days of receipt of such exploration data and Drawings. In particular, such comments shall specify the conformity or otherwise of such exploration data and Drawings with the Scope of the Project. Applicable Laws and Specifications and Standards.

b) The Independent Engineer shall review any modified Drawing or supporting Documents sent to it by the Mine Developer and Operator and furnish its comments within 7 (Seven) days of receiving such Drawings or Documents.

c) The Independent Engineer shall review the Drawing, Documents and Safety Report sent to it by the safety officer in accordance with corresponding **Schedule** and furnish its comments thereon to WBPDC and the Mine Developer and Operator within 15 (Fifteen) days of receiving such Drawings, Documents and Safety Report as the case may be.

d) The Independent Engineer shall review the quality assurance procedures and the procurement engineering excavation and construction time schedule sent to it by the

Mine Developer and Operator and furnish its comments within 15 (Fifteen) days of receipt thereof.

e) Upon reference by WBPDC the Independent Engineer shall review and comment on the EPC Contract or any other contract for contract for construction excavation operation and maintenance of the Mine and furnish its comments within 7 (Seven) days from receipt of such reference from WBPDC.

**E) CONSTRUCTION PERIOD (IF APPLICABLE TO A PROJECT)**

a) In report of the Drawings, Documents and safety report received by the Independent Engineer for its review and comments during the Construction Period, the provisions of **clause XIX.D DEVELOPMENT PERIOD** shall apply mutatis mutandis.

b) The Independent Engineer shall review the monthly progress report furnished by the Mine Developer and Operator and send its comments thereon to WBPDC and the Mine Developer and Operator within 7 (seven) days of receipt of such report.

c) The Independent Engineer shall inspect the Construction Works and Equipment once every week , and make out a monthly report of such inspection (the "Inspection Report") setting forth an overview of the status, progress, quality and safety of construction, the materials used and their sources, and conformity of Construction Works and Equipment with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Mines or in the Equipment. The Independent Engineer shall send a copy of its Inspection Report to WBPDC and the Mine Developer and Operator within 7 (seven) days of the inspection.

d) The Independent Engineer may inspect the Mines more than once to a quarter if any lapses, defects or deficiencies require such inspections.

e) For determining that that the Construction Works conform to Specifications and Standards, the Independent Engineer may require the Mine Developer and Operator to carry out or cause to be carried out tests on a sample basis to be specified by the Independent Engineer in accordance with Standard Industry Practice for quality assurance.

f) The sample size of the tests, to be specified by the Independent Engineer under clause **XIX.E.e above**, shall comprise 5% (five per cent) of the quantity or number of tests prescribed for each category or type of tests in accordance with Standard Industry Practice, provided that the Independent Engineer may, for reasons to be recorded in

writing increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or type of tests.

g) The timing of tests referred to in clause **XIX.E.e above** , and the criteria for acceptance rejection of their results shall be determined by the Independent Engineer in accordance with Standard Industry Practice. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of the tests that may be carried out by the Mine Developer and Operator for its own quality assurance in accordance with Standard Industry Practice.

h) In the event that the Mine Developer and Operator carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Mine Developer and Operator to carry out or cause to be carried out tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards and the provisions of the clause **XIX.E** shall apply to such tests.

i) In the event that the Mine Developer and Operator fails to achieve any of the Project Milestones, the independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Mine is not feasible within the time specified in the agreement, it shall require the Mine Developer and Operator to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress and the period within which COD shall be achieved. Upon receipt of a report from the Mine Developer and Operator, the Independent Engineer shall review the same and send its comments to WBPDC and the Mine Developer and Operator forthwith.

j) The Independent Engineer shall carry out, or cause to be carried out all the Tests specified in corresponding **Schedule** and Issue a completion Certificate. For carrying out its functions under this Paragraph 5.10 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of corresponding Article and **Schedule**.

## **F) OPERATION PERIOD**

a) In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Operation Period the provisions of **clause XIX.D** shall apply, mutatis mutandis.

b) The Independent Engineer shall review the annual Maintenance Programme furnished by the Mine Developer and Operator and send its comments thereon to WBPDC and the Mine Developer and Operator within 15 (fifteen) days of receipt of the Maintenance Programme.

c) The Independent Engineer shall review the monthly status report furnished by the Mine Developer and Operator and send its comments thereon to WBPDC and the Mine Developer and Operator within 7 (seven) days of receipt of such report.

d) The Independent Engineer shall inspect the Mines, once every week and make out a monthly inspection report ("O&M Inspection Report") setting forth an overview of the status, quality and safety of O&M includes its conformity with the Key Performance Indicator. Maintenance Requirements and Safety Requirements in a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Mines. The Independent Engineer shall send a copy of the O&M Inspection Report to WBPDC and the Mine Developer and Operator within 7 (seven) days of the inspection.

e) The Independent Engineer may inspect the Mines more than once in a quarter, if any lapses, defects or deficiencies require such inspections..

f) The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Mine Developer and Operator shall carry out or cause to be carried out for the purpose of determining that the Mines are in conformity with the Maintenance Requirements. It shall monitor and review the results of such test and the remedial measures, if any, taken by the Mine Developer and Operator in this behalf.

g) The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement and shall also determine the Damages, if any, payable by the Mine Developer and Operator to WBPDC for such delay.

h) The Independent Engineer shall examine the request of the Mine Developer and Operator for closure of any section of the Mines for undertaking maintenance / repair thereof, keeping in the view the need to minimize disruption in generation and the time required for completing such maintenance / repair in accordance with Standard Industry Practice. It shall grant permission with such modifications, as it may deem necessary, within 3 (three) days of receiving a request from the Mine Developer and Operator. Upon expiry of the permitted period of closure, the Independent Engineer shall monitor the re-opening of such section and in case of delay, **determine the Damages payable by the Mine Developer and Operator under relevant Clause.**

i) The Independent Engineer shall inspect the geometry of the Mines once every year and make out a report of the status and safety of geometry of the Mines and its conformity with the provisions of this Agreement. In a separate section of the report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it. The Independent Engineer shall send a copy of its report to WBPDC and the Mine Developer and Operator within 7 (seven) days of the inspection.

j) The Independent Engineer shall conduct or cause to be conducted at WBPDC's cost, testing of the samples of Coal collected from the Coal Seams from time to time for determining the grade, ash and moisture content of Coal and their conformity with the results of the tests conducted by the Mine Developer and Operator.

**G) TERMINATION**

a) At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to Termination the Independent Engineer shall in the presence of a representative of the Mine Developer and Operator, inspect the Mines for determining compliance by **the Mine Developer and Operator with the Divestment Requirements set forth in relevant Clause** and if required, cause tests to be carried out at the Mine developer and Operator's cost for determining such compliance. If the Independent Engineer determines that the status of the Mines is such that its repair and rectification would require a **larger amount than the sum set forth in relevant Clause** it shall recommend withholding of the required amount by WBPDC and the period of withholding thereof.

b) The Independent Engineer shall inspect the Mines once in every 15 (fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Mine Developer and Operator under relevant **Article**, in respect of the defects or deficiencies specified therein, if any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to WBPDC and the Mine developer and Operator.

**H) DETERMINATION OF COSTS AND TIME**

a) The Independent Engineer shall determine the costs, and / or their reasonableness, that are required to be determined by it under the Agreement.

b) The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

**I) ASSISTANCE IN DISPUTE RESOLUTION**

a) When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.

b) In the event of any disagreement between the Parties regarding the meaning, scope and nature of Standard Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on Standard Industry Practice and authentic literature.

## **J) OTHER DUTIES AND FUNCTIONS**

The Independent Engineer shall perform all other duties and functions specified in the Agreement.

## **K) MISCELLANEOUS**

a) The Independent Engineer shall notify its programme of inspection to WBPDCI and to the Mine Developer and Operator, who may, in their discretion, depute their respective representatives to be present during the inspection.

b) A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Mine Developer and Operator pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to WBPDCI forthwith.

c) The Independent Engineer shall obtain, and the Mine Developer and Operator shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Mine Developer and Operator to the Independent Engineer whereupon the Independent Engineer shall send one of the copies to WBPDCI along with its comments thereon.

d) The Independent Engineer shall retain at least one copy each of all Drawings and Documents received by it, including „as-built“ Drawings and keep them in its safe custody.

e) Upon completion of its assignment hereunder, the Independent engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to WBPDCI or such other person as WBPDCI may specify and obtain written receipt thereof. Two copies of the said document shall also be furnished in micro film form or in such other medium as may be acceptable to WBPDCI.

f) Wherever no period has been specified for delivery of services by the Independent Engineer, it shall act with the efficiency and urgency necessary for discharging its functions in accordance with Standard Industry Practice.

## **L) CO-ORDINATION WITH AUTHORITY'S CONCERNED OFFICIALS**

a) The Independent Engineer shall be required to associate Authority's engineers during planning, execution and performance of work and services covered under this document, as and when required by the Authority.



**M) OTHER TERMS AND CONDITIONS**

b) The copyrights of all documents provided by the consultant and the documents provided by the Authority to the consultant for reviewing in the performance of this Agreement shall at all stages be the property of the Authority and while in the custody of the consultant, shall be fully available to the Authority and its duly authorized representatives. On completion of the provision of the Services, all drawings, documents etc. in relation to the Project shall be.

a) The bidder has to commit the key professionals immediately on award of the work without any dilution in the quality of the team. Given the cross-functional and complex nature of the assignment, the team should be in-house expert team of the bidder.

b) The detailed CVs duly signed (original) along with the details of the eligible assignments should be highlighted to demonstrate the ability to successfully advice on the current project.

c) The consultant should have access to full time team members and technical experts.

d) The Consultant shall make available the services of the identified personnel as may be required for successful execution of the assignment and or as may be required by the Authority on specified dates, venues and time in order to meet the obligations of the Authority. In case of replacement of key personnel, the same shall be done with prior permission of the Authority.

e) All claims shall be raised by the bidder as per the terms of payment after being due.

f) Given the nature of the work being entrusted, the firm would have to give an undertaking to the effect that the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of the Authority, failing which the engagement of the firm could be terminated.

**XX. GENERAL TERMS & CONDITIONS****A) DEFINITIONS**

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

a) "Approved" shall mean approval in writing including subsequent written confirmation of previous verbal approval(s).

b) "Employer/ WBPDC" wherever referred in the document, mean the WBPDC or its authorized representative or any other officer specially deputed for the purpose.

c) "Discrepancy" – In the event of any discrepancy in words and figures, the description in words shall prevail.

d) "Rupees" shall mean the lawful currency in India.

e) "Singular & Plural" words imparting the singular and plural meanings also mean the plural and singular where the context so requires.

f) "Works/Jobs" shall mean the scope of services / works/ jobs required to be executed in accordance with the Bid Document.

g) "Agency/Firm" or "Service provider(s)" shall mean the successful bidder (whose bid has been accepted by the WBPDC and a written intimation has been given by the WBPDC to this effect and shall include his legal representative, successors and permitted assigns.

h) "Month & Year" mean calendar month and calendar year

## **B) CONTROLLING OFFICER**

The Director (Mining), WBPDC or his representative .

## **C) PAYING AUTHORITY**

The General Manager (F&A), Corporate Office, WBPDC or his authorized representative shall be the Paying Authority.

## **D) FEES FOR THE ASSIGNMENT**

(i) All payments made to the Independent Engineer on account of remuneration, cost and expenses during the Development & Construction and Operation Period, shall be paid by the Authority. The remuneration, cost and expenses to the Independent Engineer shall be paid by the Authority on a monthly basis on or before the 10th business day of every month, however, the Independent Engineer shall ensure timely submission of the invoices by the 2nd business day of each Month.

Progress report of dedicated working team and attendance sheet duly certified by Agent to be submitted along with monthly bill.

(ii) The GST as applicable on the remuneration, cost and expenses as mentioned above would be paid over and above the said quoted fee. Any change in GST by the GST council during the execution of the job shall be applicable for this tender.

## **E) CONTRACT PERIOD**

The contract period is for three (03) years from the date of effect of the contract. **The Independent Engineer contract for Barjore mine may be discontinued in the mid way of contract considering the closure of the mine .**

**F) PERFORMANCE SECURITY**

The successful Tenderer will have to deposit Security money (SD) , in the form of RTGS/NEFT/Bank Guarantee for satisfactory execution of the order, and for guaranteed performance of the executed services. The amount shall be equivalent to 10% of the ordered value and it shall be deposited within 30 (thirty) days from the date of issuance of Work Order. In case the guarantee is given in the form of Bank Guarantee (BG), then it should be issued from any Scheduled Bank.

The validity period of the BG shall be for entire contract period with an additional claim period of 3 months .

In case EMD submitted in the form of RTGS/NEFT transfer, then EMD of successful bidder may be converted into initial SD provided the balance amount is remitted in the same form.

In case of BG , upon submission of Contract performance BG . the EMD BG shall be released on receipt of request letter from the successful bidder.

**i. RELEASE OF PERFORMANCE SECURITY**

The performance security would be released only after the expiry of one month from the date of expiry of complete assignment or completion of the same, whichever is later.

**ii. ADDITIONAL PERFORMANCE SECURITY**

Additional Performance Security @10% of the tendered amount shall be obtained from the successful bidder if the accepted bid value is 80% or less of the estimated cost. Additional Performance Security is refundable after the expiry of 01 (one) month from the date of satisfactory completion of the job.

**G) FORCE MAJEURE**

Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force majeure. Delays in performance of contractual obligations under influence of Force majeure conditions are condonable by the other party without any right to termination or claim for damages, provided, notice of happening of any such event is given by the affected party to the other within 30(thirty) days from the date of occurrence. Execution of work/ supply of goods shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However if such event continues for a period exceeding 120 days(for works)/ 90 days(for goods), either party may at its option terminate the contract without any financial repercussion on either side by giving notice to the other party.

**H) CONTRACT AGREEMENT**

The successful bidder's (Independent Engineer –IE) unconditional acceptance of the LoA should reach the Authority within seven (7) days of receipt of LoA .

The final original Contract Agreements in triplex shall be produced by the IE at his cost for signing within fifteen (15) days from the date of receive of LoA.

The Agreements will be signed in triplicate and each original signed copy will be retained with the WBPDC, respective MDO and IE. The IE shall provide free of cost to the Authority all documents submitted with the Tender, complete set of his Tender and Tender Documents, copies of all the correspondences with the Authority, etc. in triplex to form a part of the Contract Documents.

## I) TERMINATION CONTRACT

OF

### A. CANCELLATION OF CONTRACT FOR DEFAULT ON THE PART OF INDEPENDENT ENGINEER (IE) or any member of the JV/Consortium

The WBPDC reserves the right to terminate the contract without any notice under the following specific conditions/ circumstances:

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

### B. TERMINATION OF CONTRACT FOR INSOLVENCY

If the IE of the becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), the contract may be terminated without compensation to the IE, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to WBPDC.

### C. RECOURSE AVAILABLE TOWBPDC IN CASE OF TERMINATION UNDER CLAUSE (A) & (B)

If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:

- a) Forfeiture of the EMD /performance security;
- b) Risk Purchase: Upon such terms and in such manner as it deems appropriate, works unexecuted may be executed

adopting alternative recourses at the sole risk and cost of the IE. The additional cost over and above the contracted price incurred for execution of the unexecuted portion of works shall be charged to the IE.

## **J) DISPUTE RESOLUTION PROCEDURE**

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

Such dispute(s) or difference(s) shall be referred to and settled by a Sole Arbitrator to be mutually appointed by both the parties;

2.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 or in the case of Arbitral Tribunal, the appointed Arbitrators fail to agree upon the Presiding Arbitrator within 30 (thirty) days from the date of their appointment, the appointment of Sole Arbitrator or Presiding Arbitrator, as the case may be, shall be made upon request of either party by the Hon'ble High Court or any person or Institution designated by such Court.

3. The Arbitration clause can be invoked at any time during the currency of the contract or after the expiry/ termination or closure of the contract.

4. The arbitration proceedings shall be in accordance with the prevailing Arbitration laws of India as amended or enacted time to time.

5. The existence of any dispute(s) or difference(s) or the initiation or continuance of the Arbitration proceedings shall not permit the parties to postpone or delay the performance by the parties of their respective obligations pursuant to the Contract.

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

## **K) BLACKLISTING**

For suspension/ blacklisting/ debarring, procedures as laid down under the WBPDC/CL's Policy & Procedure of Blacklisting and Debarment of Agencies from Business Dealings shall be followed.

Agency blacklisted by any government department/ PSU/ Government agency shall not be allowed to participate in our tender process if effect of such debarment subsists at the time

of submission of the bid. The bidder shall furnish a declaration in this regard provided in Annexure-II"

**Disclaimer I Forfeiture of EMD/ Security deposit:**

During the blacklisting and debarment period if it is detected that the agency has participated in the tender under a different name or as a partner in participating consortium/Joint Venture or sub-agency of the participating bidder, WBPDC would be at liberty to debar the agency from participating in the tender and in such case EMD/ Security deposit shall be forfeited with option to take recourse to any legal remedy.

**L) GOVERNING LAW & JURISDICTION**

The work order shall be governed by and construed in accordance with substantive and procedural laws of India. The competent courts at Kolkata, West Bengal, India shall have exclusive jurisdiction in relation to this work order.

Any or all action(s) and proceeding(s) arising out of or in relation to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in Kolkata, West Bengal and only the said court(s) shall have jurisdiction to entertain and try any such action(s) and /or proceeding(s) to the exclusion of all other court(s).

**M) CONFIDENTIALITY**

The IE and their personnel shall not disclose any propriety or confidential information relating to the Services, to anyone without the prior written consent of the Employer.

**ANNEXURE I : BIDDER INFORMATION SHEET**

(To be filled, signed and attached)

1.0	Proposal No. and Date			
2.0	Validity of offer from date of opening of bid			
3.0	Name and Communication Details			
3.1	Full legal name of Prime Bidder			
3.2	<b>Registered Office details</b>			
a)	Address			
b)	Contact Telephone Nos.			
c)	Email ID			
d)	Fax. Nos.			
e)	Person to be contacted			
3.3	<b>Kolkata office details</b>			
a)	Address			
b)	Contact Telephone Nos.			
c)	Email ID			
d)	Fax. Nos			
e)	Person to be contacted			
4.0	Nature/status of candidate firm (whether sole Proprietary/ Partnership)/Private Limited/ Public Limited/Public sector)			
4.1	<b>Type of organization and its legal entity</b>			
a)	In case of individual: Give his full name, address, place and nature of business.			
b)	In case of partnership firm: Give the names of all the partners and their addresses.			
c)	In case of companies: Give date and place of registration including date of commencement certificate in case of public companies.			
5.0	<b>Names of Responsible persons and their designation: (for handling all aspects of this tender/order)</b>			
	Person	Designation	Based at	Telephone No./E-mail/Fax

a)				
b)				
c)				
7.0	Power of Attorney/Letter of Authority (An attested copy to be enclosed in case the tender/ offer is signed by an Individual other than the sole proprietor)	Enclosed/Not enclosed		
8.0	Authorisation & Alteration to Tender has been signed by person duly authorised/ empowered to do so	Yes/No		
9.0	In case of placement of the order(if placed) , the address with GSTIN no. of the office to be addressed :			
10.0	Details of credentials attached	Yes/No		
11.0	Financial Details of the Bidder			
11.1	Name & address of Bankers			
11.2	GST Registration details			
11.3	PAN/TAN No.			
11.4	Date of incorporation			

Signature : .....

SEAL OF COMPANY

Name : .....Designation : .....

\* Scanned self attested copies of certificates/documents, as applicable to be submitted.

Authorized Signature, Name & Designation

.....



**ANNEXURE – II: DECLARATION BY BIDDER**

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

B. I, \_\_\_\_\_ on behalf of M/s. \_\_\_\_\_ (name and  
address of the bidder) hereby declare that M/s. \_\_\_\_\_ (name of the bidder) is not  
blacklisted/ debarred by any Government department/ Public Sector Undertakings/ Other Government  
Agencies for which we have executed/undertaken the works/ services during the last  
\_\_\_\_\_ year(s).

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

**D. I , .....on behalf of M/S .....(name and  
address of the bidder) do hereby declare that M/s. \_\_\_\_\_ (name of the bidder)  
has no conflict of interest with any of the MDO and/or WBPDC/Corp/NIT/E1580/3RD CALL/23-24 in accordance with the provisions  
of the respective clause mentioned in the NIT and its subsequent corrigenda.**

E. I, \_\_\_\_\_ on behalf of M/s. \_\_\_\_\_ (name and address of the bidder)  
do hereby declare that \_\_\_\_\_(Name of the agency) have satisfactory past record of  
compliance of all statutory applicable Labour / Financial Laws in their favour and have no adverse  
record or defaulter of statutory liabilities.

F. I, \_\_\_\_\_ on behalf of M/s. \_\_\_\_\_ (name and address of the bidder)  
do hereby confirm that my / our bid complies with the total techno commercial requirement of tender  
document without any deviation. We hereby withdraw all deviation mentioned in technical proposal ,if  
any. The bid is a "Zero Deviation bid".

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

Signature of Bidder / Authorised representative

Seal of the Company

**Must be executed on non-judiciary stamp paper of Rs. 10 and Legal declaration affirmed before a First Class  
Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder and upload it.**

**PROFORMA FOR BANK GUARANTEE FOR BID SECURITY/BID GUARANTEE**

(To be stamped in accordance with Stamp Act)

Ref No.:                      Date:

To

The West Bengal Power Development Corporation Limited Bidyut Unnayan Bhawan,  
Plot No. - 3/C, Block - LA, Sector – III, Salt Lake City, Kolkata – 700106.

Dear Sir,

In accordance with your Notice Inviting Tender (NIT) 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 \_\_\_\_\_ 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 West Bengal Power Development Corporation Limited the Amount of \_\_\_\_\_(In words  
and figures) without any demur, reservation, contest, recourse or protest and without any reference to the Bidder. Any such  
demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the  
Bidder.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to  
\* \_\_\_\_\_ and it shall remain in force up to and including \*\* \_\_\_\_\_ and shall be extended  
from time to time for such period (not exceeding one year) as may be desired by M/S \_\_\_\_\_ on  
whose behalf this guarantee has been given.

All rights of the Purchaser under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all  
liabilities thereunder unless the Purchaser brings any suit or action, to enforce a claim under this guarantee against the Bank  
within **90 days** from the above mentioned expiry date of validity or, from that of 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.

\*\*                      This date should be initially for 180 days and may be extended from time to time.

## PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.: \_\_\_\_\_

Ref No. : \_\_\_\_\_ Date: \_\_\_\_\_

To

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

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

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract

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

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

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

**We are liable to pay the guaranteed amount or any party thereof under this bank guarantee only and only if you serve upon us a written claim or demand as stated above on or before .....(claim period) .**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ at \_\_\_\_\_

**WITNESS**

\_\_\_\_\_

(Signature)

(Name)

(Official Address)

Attorney as per Power of

Attorney No. \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

(Signature)

(Name)

(Designation with Bank Stamp)

Note:\* This sum shall be ten percent (10%) of the total contract price mentioned in LoA.\*  
The claim period date will be 90 days after the end of the Contract period as specified in the Contract.

## ANNEXURE – A1 : DECLARATION REGARDING CHANGE OF OWNERSHIP OF THE BIDDER

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

Partner Legal Name: \_\_\_\_\_

NIT No.: \_\_\_\_\_

\_\_\_\_\_ (*name of the Bidder (sole Entity) or each of Partner of Consortium to be furnished separately in each case*) hereby declares that it does not anticipate a change in Ownership during the proposed period of execution of work.

Or

\_\_\_\_\_ (*name of the Bidder (sole Entity) or each of Partner of Consortium to be furnished separately in each case*) hereby declares that it anticipates a change in its Ownership during the proposed period of execution of work and the scope and effect thereof shall be as described hereunder:

(Describe scope and effect of any change in the Ownership of the Bidder during the proposed period of execution of the work, if applicable)

In the event of change of ownership during the period of execution of contract, the new owner shall be solely responsible for fulfilment of all liabilities and obligation arising out of this contract.

*(Strike out whichever is not applicable)*

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Official Seal).....

## ANNEXURE – A2 : PARTY TO CONSORTIUM INFORMATION SHEET

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

Partner Legal Name: \_\_\_\_\_

NIT No.: \_\_\_\_\_

1. Bidder's Legal Name:

2. Consortium Members legal name:

3. Consortium Members Country of Registration:

4. Consortium Members Year of Registration:

5. Consortium Members Legal Address in Country of Registration:

6. Consortium Members Authorized Representative Information

Name:

Address:

Telephone/Fax numbers:

Email Address:

7. Attached are copies of original documents of:

Articles of Incorporation or Registration of firm named in 1, above,

Attested copy of Registration Certificates of PAN/TIN/GST/EPF/ESIC

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Official Seal).....

## ANNEXURE -A3 : PROFORMA FOR JOINT VENTURE /CONSORTIUM AGREEMENT

### (ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

This Joint Venture/Consortium Agreement made and entered into on \_\_\_\_\_ day of ..... (year)  
BY AND BETWEEN \_\_\_\_\_ (Name of the Lead Member), a  
Company/Firm registered under the laws of \_\_\_\_\_ (Name of the  
Country) with its Head/Registered Office at \_\_\_\_\_ (Address of the  
Head/Registered Office) and a place of business in \_\_\_\_\_ (Address of place  
of business) (hereinafter referred to as "The Lead Member") and represented by Mr/Mrs/Ms.  
\_\_\_\_\_ (Name of Authorized Signatory).

AND

\_\_\_\_\_ (Name of the other Member), a Company/Firm registered under  
the laws of \_\_\_\_\_ (Name of the Country) with its Head/Registered Office at  
\_\_\_\_\_ (Address of the Head/Registered Office) and a place of business in  
\_\_\_\_\_ (Address of place of business) (hereinafter referred to as "The  
Member") and represented by Mr/Mrs/Ms. \_\_\_\_\_ (Name of  
Authorized Signatory).

WITNESSETH

WHEREAS WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED (hereinafter referred to as  
"The Procuring Entity") has issued RFP/ Notice Inviting Tender No. \_\_\_\_\_ Dated  
\_\_\_\_\_ for (.....Name of the Job.....). The Procuring Entity intends to select  
the suitable Bidder through competitive bidding process for the aforesaid Project/Works / Services.  
WHEREAS the Parties are interested in jointly preparing and submitting an Application to Bid for the  
Project/ Works / Services mentioned above as a Joint Venture/Consortium.

### 1.0 PURPOSE OF THIS AGREEMENT

- 1.1 The purpose of this Agreement is to define the principles of collaboration among the Parties to:
- 1.1.1 Submit an Application jointly to Bid for the (.....Name of the Job..... ) as a Joint  
Venture /Consortium.
  - 1.1.2 Negotiate and sign Contract in case of award.
  - 1.1.3 Provide and perform the supplies / works / services / EPC etc. which would be ordered by the  
Procuring Entity pursuant to the Contract.
- 1.2 For the purpose of participating in the Bid, the name of the Joint Venture /Consortium shall be  
"\_\_\_\_\_".

### 2.0 LEGAL RELATIONSHIP OF THE MEMBERS

- 2.1 This Agreement shall not be construed as establishing or giving effect to any legal entity such as,  
but not limited to, a company, a partnership, etc. It shall relate solely towards the Procuring Entity for  
(.....Name Of the Job..... ) and related execution works to be performed pursuant to the  
Contract and shall not extend to any other activities.
- 2.2 The Parties shall be jointly and severally responsible and bound towards the Procuring Entity for  
the performance of the Job in accordance with the terms & conditions of the Tender Document and  
Contract.

### 3.0 LEAD MEMBER

\_\_\_\_\_ (Name of Member) shall act as Lead Member of the Joint Venture  
/Consortium. As such, it shall act as the coordinator of the Members" combined activities and shall  
carry out the following functions:

- 3.1 To ensure the technical, commercial and administrative co-ordination of the Project/Works /  
Services.
- 3.2 To lead the contract negotiations of the Project/ Works / Services with the Procuring Entity.

3.3 The Lead Member is authorized to submit bills, receive payments and instructions and incur liabilities for and on behalf of Joint Venture /Consortium Members.

3.4 In case of an award, act as a channel of communication between the Procuring Entity and the Joint Venture /Consortium to execute the Contract.

**4.0 SCOPE OF WORK AND SERVICES OF EACH MEMBER**

4.1 Scope of Work and Services: The Scope of Work and Services for each Member shall be defined as follows:

4.1.1 \_\_\_\_\_ (Name of Member) shall be responsible for the following (Define the Scope of Work):

- a)
- b)

4.1.2 \_\_\_\_\_ (Name of Member) shall be responsible for the following (Define the Scope of Work):

- a)
- b)

4.1.3 \_\_\_\_\_ (Name of Member) shall be responsible for the following (Define the Scope of Work):

- a)
- b)

4.2 Participation Share of each Member:

Lead Member =%

Other Member= %

4.3 Financial Commitment of each Member in terms of Contract Value:

Lead Member= %

Other Member= %

**5.0 SECURITIES**

Securities, in the form of Bank Guarantees or any other mode as required under the Tender Document and/or Contract shall be provided in the following manner:

Lead Member Rs.....

Other Member Rs.....

**6.0 LIABILITY**

Liability of the Parties with respect to Claims of the Procuring Entity: All the joint venture/consortium members are jointly and severally liable to the Procuring Entity for the Performance in terms of Scope of Work under the Contract in its entirety.

**7.0 DURATION OF THE AGREEMENT**

The present Agreement is valid until successful completion of the Contract including defect liability period, if any, and full and final settlement of all accounts and disputes, if any, between the Parties and the Procuring Entity, except if the Procuring Entity has decided not to award the Contract to the Parties, in such case the Parties are free from any obligation under this Agreement.

IN WITNESS WHEREOF, this agreement executed on the \_\_\_\_\_ day of \_\_\_\_\_ (month)..... (Year) by the duly Authorized Representatives of the Parties hereto.

For and on behalf of M/s. \_\_\_\_\_

(Lead Member)

Name:      Company Seal:

For and on behalf of M/s. \_\_\_\_\_

(Other Member)

Name:      Company Seal:

Notary Seal:



## ANNEXURE A4: FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF JOINT VENTURE /CONSORTIUM

Whereas the West Bengal Power Development Corporation Ltd. (WBPDC) (the “**Procuring Entity**”) has invited Bids from bidders for “ **(Works/Supply/EPC) Contract for ..... (name of job) at ....., WBPDC**”

Whereas, M/s....., M/s....., M/s.....and M/s..... (collectively the “**Joint Venture/ Consortium**”) being Members of the Joint Venture/ Consortium are interested in bidding for the Project in accordance with the terms and conditions of the tender document and other Bid documents including agreement in respect of the Project/works/services, AND

Whereas, it is necessary for the Members of the Joint Venture/ Consortium to designate one of them as the Lead Member with all necessary power to do for and on behalf of the Joint Venture/ Consortium, all acts, deeds and things as may be necessary in connection with the Joint Venture’s/ Consortium’s Bid for the Project/Works/Services and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s..... having our registered office at ....., M/s..... having our registered office at ....., and M/s..... having our registered office at ....., (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, appoint and authorize M/s..... having its registered office at ....., being one of the Members of the Joint Venture/ Consortium, as the Lead Member and true and lawful attorney of the Joint Venture/ Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture/ Consortium and any one of us during the Bidding process and, in this regard, to do on our behalf and on behalf of the Joint Venture/ Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the Bid, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in meetings, respond to queries, submit information/ documents, sign and generally to represent the Joint Venture/ Consortium in all its dealings with the Procuring Entity, in all matters in connection with or relating to or arising out of the Joint Venture’s/ Consortium’s Application.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and

that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us (Joint Venture/ Consortium).

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20...

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

(Executants)

(To be executed by all the Members of the Joint Venture/ Consortium)

Witnesses:

- 1.
- 2.

**Notes:**

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

(Letter head of the bidder)

<b>1</b>	<b>Project Leader : Name .....</b>					
<b>A</b>	<b>Qualification</b>					
i)	B. Tech/ B.E./B. Sc. (Mining Engineering from Recognized institutes	Degree	Year of passing	Name of the Institute		
ii)	1st Class Mine Manager's Certificate (Coal)	Degree	Year of passing	Name of the Institute		
<b>B</b>	<b>Top level management experience</b>					
i)	CMD/ Director/ED /GM in Central /State Govt/PSUs  <b>or</b> CEO/President/Vice President Private companies (listed in BSE and NSE)  for  Development/Operation of an opencast coal mining project having production capacity of at least 3 MTPA and should have experience of more than 30 years.	Designation	Name of the company	Working experience from ..... to .....	Nature of job: Development / Operation  1.Name of the open cast coal mining project  2. Location  3.Company  4. Production capacity  5. Period of working experience in that project  6. Designation	
ii)	Should demonstrate leadership role in at least two coal mining companies with a role of Green Field Development of at least one open cast coal blocks in India with a capacity of at least 3 MTPA	Name of coal mining companies	1.Name of the open cast coal blocks  2.Location of coal blocks  3. Production capacity	Designation as per job profile  Special achievement in the development of the open cast coal block	Working experience from ..... to .....	
iii)	Project Leader should also have experience of Planning, Contract Management, Capital budgeting for the coal mining projects	Name of coal mining project	Working experience as (designation) from ..... to.....	Nature of work executed with Working experience from ..... to .....	Planning	Yes/ No
					Contract Management	Yes/ No
					Capital budgeting	Yes/ No
iv)	Working knowledge of regulatory framework governing coal sector in India and experience of dealing with regulatory agencies.	Working as	Projects handled			
v)	Proven track record of providing consultancy services in the coal sector.	Details of consultancy services				

(Letter head of the bidder)

2	<b>Mining Engineer(Operations) (as applicable): Name .....</b>				
A	<b>Qualification</b>				
i)	B. Tech/ B.E./B. Sc. (Mining Engineering) from Recognized institutes	Degree	Year of passing	Name of the Institute	
ii)	1st Class Mine Manager’s Certificate (Coal)	Degree	Year of passing	Name of the Institute	
B	<b>Professional Experience</b>				
i)	Should have more than 20 years of experience of coal mining operation.  Working experience in operation in at least one open cast coal blocks in India with a capacity of at least 3MTPA as GM or Dy G M or equivalent.	Designation for nature of job: <b>Operation</b>	1.Name of the coal mining project  2. Location  3.Company	Working experience from ..... to ..... for Production capacity.....	1.Name of the open cast coal blocks  2.Location of coal blocks  3. Production capacity  4. Designation as per job profile  5. Working experience from ..... to .....

(Letter head of the bidder)

<b>3</b>	<b>Mechanical Engineer (Excavation): Name .....</b>				
<b>A</b>	<b>Qualification</b>				
i)	<b>B.Tech/B.E./B.Sc.(Mechanical Engg)</b> from recognized university	Degree	Year of passing	Name of the Institute	
<b>B</b>	<b>Professional Experience</b>				
i)	Should have more than 20 years of experience of coal mining operation.	Designation for nature of job: <b>Operation</b>	1.Name of the coal mining project  2. Location  3.Company	Working experience from ..... to .....	
ii)	Working experience in Operation & maintenance of HEMM, for coal mining projects in India in mining project of 3 MTPA at least as Dy. G M or equivalent.	1.Name of the coal mining project  2.Location  3. Production capacity  4. Designation as per job profile  5. Working experience from ..... to .....	Nature of work executed	Experience in Operation & maintenance of HEMM	Yes/ No

(Letter head of the bidder)

<b>4</b>	<b>Geologist: Name .....</b>			
<b>A</b>	<b>Qualification</b>			
i)	M.Sc. (Geology) from a recognized University.	Degree	Year of passing	Name of the Institute
<b>B</b>	<b>Professional Experience</b>			
i)	Should have experience of more than 15 years in the Coal Sector	1.Name of the coal mining project 2. Location 3.Company	Working experience from ..... to .....	Nature of job executed

(Letter head of the bidder)

<b>5</b>	<b>Surveyor: Name .....</b>			
<b>A</b>	<b>Qualification</b>			
i)	Diploma in Survey/DGMS certificate holder in surveying	Diploma	Year of passing	Name of the Institute
<b>B</b>	<b>Professional Experience</b>			
i)	should have experience of at least 8 years in field mining surveys.	Designation	1.Name of the mining project 2. Location 3.Company	Working experience from ..... to .....
ii)	Should have experience of conducting survey work related to civil, mine and geology of coal blocks in India in Open Cast mining project of at least 3 MTPA  at least as Survey Officer / Dy GM or equivalent.	1.Name of the coal block in open cast mining project 2.Location 3. Production capacity 4. Designation as per job profile 5. Working experience from ..... to .....	conducted survey work related to civil, mine and geology of coal blocks	Yes/ No

(Letter head of the bidder)

<b>6</b>	<b>Safety Officer: Name .....</b>					
<b>A</b>	<b>Qualification</b>					
i)	Degree in Mining Engineering	Degree		Year of passing	Name of the Institute	
ii)	1st Class Mine Managers' Certificate in Coal.	Degree		Year of passing	Name of the Institute	
<b>B</b>	<b>Professional Experience</b>					
i)	Should have professional experience in dealing with Safety and Conservation/ Mining Laws/Statutory provisions for  at least 15 yrs	1.Name of the open cast mining project 2.Location 3. Production capacity 4. Designation as per job profile 5. Working experience from ..... to .....	1. Name of corporate office with location 2.Company name 3.Designation as per job profile 4. Working experience from ..... to .....	Nature of work executed	dealt with Safety and Conservation/ Mining Laws/Statutory provisions	Yes/ No
ii)	Working experience in Opencast Mining Projects of 3 MTPA as Dy G M or equivalent.					

(Letter head of the bidder)

<b>7</b>	<b>Electrical Engineer: Name .....</b>			
<b>A</b>	<b>Qualification</b>			
i)	B. Tech / BE / B. sc. (Electrical Engineer) from recognized university.	Degree	Year of passing	Name of the Institute
<b>B</b>	<b>Professional Experience</b>			
i)	Electrical Engineer should have experience of more than 20 years in the Coal sector	Designation	1.Name of the coal mining project 2. Location 3.Company	Working experience from ..... to .....
ii)	Working experience in mining project of 3 MTPA at least as Dy G M or equivalent Electrical Engineer.	1.Name of the coal mining project 2.Location 3. Production capacity 4. Designation as per job profile 5. Working experience from ..... to .....	Nature of work executed	



(Letter head of the bidder)

<b>8</b>	<b>Civil Engineer: Name .....</b>			
<b>A</b>	<b>Qualification</b>			
i)	B Tech/B E/B.Sc. (Civil Engg) from Recognised university.	Degree	Year of passing	Name of the Institute
<b>B</b>	<b>Professional Experience</b>			
i)	Civil Engineer should have experience of more than 20 years in the Coal sector.	Designation	1.Name of the coal mining project 2. Location 3.Company	Working experience from ..... to .....
ii)	Working experience for open cast coal blocks in India in 3 MTPA at least as Dy G M or equivalent.	1.Name of the open cast coal block 2.Location 3. Production capacity 4. Designation as per job profile 5. Working experience from ..... to .....	Nature of work executed	

(Letter head of the bidder)

<b>9</b>	<b>Environment Engg: Name .....</b>					
<b>A</b>	<b>Qualification</b>					
i)	Degree/Diploma from recognized university in Environment Science/Technology/Management	Degree/Diploma		Year of passing	Name of the Institute	
<b>B</b>	<b>Professional Experience</b>					
i)	.Should have experience for at least 15 yrs in the relevant field Environment, Forest, Pollution etc in coal mining projects and corporate office in India	1.Name of the coal mining project 2.Location 3. Production capacity 4. Designation as per job profile 5. Working experience from ..... to .....	1. Name of corporate office with location 2.Company name 3.Designation as per job profile 4. Working experience from ..... to .....	Nature of work executed	relevant field Environment, Forest, Pollution etc	Yes/ No
ii)	Working experience of 3 MTPA at least as Dy G M or equivalent.					

## BID SHEET

Item Wise BoQ

Tender Inviting Authority: The General Manager (M&amp;C) , Corporate , WBPDCCL

Name of Work: Appointment of Independent Engineer for coal mines of West Bengal Power Development Corporation Limited(3<sup>rd</sup> call)NIT No: WBPDCCL/CORP/NIT/E1580/23-24(3<sup>rd</sup> call)

Name of the Bidder/ Bidding Firm / Company :										
<b>PRICE SCHEDULE</b>										
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )										
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST (in Percentage )	GST Amount in Rs. P	HSN / SAC Code	TOTAL AMOUN T excluding taxes in Rs. P	TOTAL AMOUN T including taxes Rs. P	TOTAL AMOUN T In Words
1	<b>Fees of Independent Engineer</b>									
1.01	For Barjore Coal Mine	36.00	Months			0.00		0.000	0.000	INR Zero Only
1.02	For Barjora North Coal Mine	36.00	Months			0.00		0.000	0.000	INR Zero Only
1.03	For Gangaramchak & Gangaramchak-Bhadulia Coal Mine	36.00	Months			0.00		0.000	0.000	INR Zero Only
1.04	For Pachchwara North Coal Mine	36.00	Months			0.00		0.000	0.000	INR Zero Only
1.05	For Tara (East & West) Coal Mine	36.00	Months			0.00		0.000	0.000	INR Zero Only
<b>Total in Figures</b>								0.000	0.000	INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>								