



NOTICE INVITING TENDER NO. WBPDC/CORP/NIT/E1839/23-24

Published on 15.03.2024
Tender ID : 2024_WBPDC_686199

TENDER DOCUMENT FOR

“SUPPLY & DELIVERY OF NON-TORREFIED
BIOMASS PELLETS AT BAKRESWAR THERMAL
POWER PLANT OF THE WBPDC”



THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

(A Government of West Bengal Enterprise)

CIN No. U40104WB1985SGC039154

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 (KTPS) (4 x 210 MW) ,
- ii) Bakreshwar Thermal Power Station (BKTPS) (5 x 210 MW),
- iii) Sagardighi Thermal Power Project (SgTPP) (2 x 300 MW+ 2 x 500 MW) ,
- iv) Bandel Thermal Power Station (BTPS) (1 x 60 MW+ 1 x 215 MW) and
- v) Santaldih Thermal Power Station (STPS) (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) Pachchwara North Coal Mine
- v) Tara (East & West) Coal Mine

The West Bengal Power Development Corporation Ltd. (WBPDC) intends to utilize Biomass Pellets Co-firing along with coal at its thermal power plant - BKTPS, PO: Bk.T.P.P, Dist: Birbhum, West Bengal- 731104.

E-tender is hereby invited through electronic tendering (e-tendering) by the General Manager (M&C), The West Bengal Power Development Corporation Limited from the resourceful, and financially sound bidder for "SUPPLY AND DELIVERY OF NON-TORREFIED BIOMASS PELLETS TO BAKRESWAR THERMAL POWER PLANT OF THE WBPDC" as per detailed scope of supply mentioned in this NIT document.

1. Title of the NIT : SUPPLY AND DELIVERY OF NON-TORREFIED BIOMASS PELLETS TO BAKRESWAR THERMAL POWER PLANT OF THE WBPDC
2. NIT NO. : WBPDC/CORP/NIT/E1839/23-24
Tender ID: 2024_WBPDC_686199
3. Scheduled dates of e-tendering :
 - i) Publishing Date : 15.03.2024 at 17:00 hrs.
 - ii) Document Download start date : 15.03.2024 at 17:00 hrs.
 - iii) Pre-bid queries submission end date (through etender portal only) : 02.04.2024 till 15:00 hrs.
 - iv) Pre-bid meeting date : 04.04.2024 at 11:00 hrs.
 - v) Reply of pre-bid queries will be uploaded within : Before 09.04.2024 at 12:00 hrs.
 - vi) Bid submission start date : 09.04.2024 at 12:00 hrs.
 - vii) Bid submission end date : 23.04.2024 at 12:00 hrs.
 - viii) Technical Bid opening date : 25.04.2024 at 12:00 hrs.
 - ix) Uploading of Technical Bid Evaluation sheet : To be notified later
 - x) Financial Bid opening date : To be notified later
 - xi) Uploading of Financial Bid evaluation sheet : To be notified later
4. Mode of tendering : Open E-Tender
5. Contract period : **6 months from the date of placement of LoA.**
6. **Total Qty for three months (90 days)(Tonnes)** : 21,600 MT [Indicative Quantity to be supplied per day(TPD) is 240 Ton per day]
7. Material to be supplied : Agro residue-based Biomass pellet, non torrefied
8. Delivery Point : Bakreshwar Thermal Power Station (BkTPS)

9. Bid Security/ EMD : Rs. 38 LAC (SSI Units registered with NSIC/ MSME department, are exempted from depositing Earnest Money.)
10. Performance Security Deposit : **0.50 % of total work order value**
11. Name, Designation, Address of the tendering authority : The General Manager(M&C) , Corporate
The West Bengal Power Development Corp. Ltd.
Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block,
Sector-III, Bidhannagar,Kolkata-700 106
12. Address for Communication : The Sr. Manager (PS) , M&C department, Corporate Office,
The West Bengal Power Development Corp. Ltd.
Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block,
Sector-III, Bidhannagar,Kolkata-700 106
Contact: [03326813625](tel:03326813625)/[9830616477](tel:9830616477)
/ichaudhuri@wbpdcl.co.in

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**I. GENERAL
GUIDANCE OF E-
TENDERING**

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

**II. 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.

**III. 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.

IV. SITE VISIT

The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, go through siding details connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

**V. PRE-BID
DISCUSSION**

The queries for Pre-Bid 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 Supply & delivery and NIT .

Clarification (signed copy of the pre-bid queries) has to be sought by the bidders through wbtenders.gov.in "clarification" module. *Bidder manual for the same has been uploaded along with the Tender document.*

Editable word document of the pre-bid queries has to be sent to email ID : ichaudhuri@wbpdcl.co.in.

The pre-bid meeting shall be held at the Corporate Office , WBPDCI 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 NIT 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 integral part of the NIT .

VI. EARNEST MONEY DEPOSIT

A) Value of EMD: Rs. 38 Lac (Rupees Thirty Eight Lakh only)

B) Mode of submission:

EMD shall be submitted ONLINE through this portal.

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, at the specified 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.

Note¹: Under no circumstances would any guarantee be

accepted from any Regional Rural Bank or State Co-operative Bank or Urban Co-operative Bank.

C) No interest shall be payable by the Corporation on the Earnest Money that is refunded to unsuccessful bidders under any circumstances.

D) Exemption of EMD:

SSI Units registered with NSIC/ MSME department, are exempted from depositing Earnest Money.

Small-scale industries seeking such exemption must enclose valid registration certificate from appropriate Govt. Authority.

Valid documentary evidences shall be submitted by the bidder along with his bid in order to avail such exemption.

The scanned copy of the original document in support of exemption (i.e. document should mention that the EMD is exempted for this particular job) will have to be uploaded by the bidder during bid submission and the original document shall be produced for verification before 48 hours of bid opening date, failing which the bid shall be summarily rejected.

To submit Exemption Certificate, bidders shall have to opt for EXEMPTION in the e-tender-portal.

E) Refund of EMD:

i. In case of unsuccessful bidder(s):

EMD amount (deposited online) of the unsuccessful bidders, shall automatically be returned to the respective debited accounts from the e-tender portal. Earnest Money (if deposited through BG) will be refunded within seven (07) days from the date of finalization of the contract on the successful bidder and against a request letter to the GM (M&C),Corporate, the WBPDC.

ii. In case of rejected bid(s):

EMD amount (deposited online) of the bidders, shall automatically be returned to the respective debited accounts from the e-tender portal .

Earnest Money (if deposited through BG) will be refunded accordingly against a request letter to the GM (M&C), Corporate, the WBPDC .

iii. In case of cancellation of the tender, the deposited EMD amounts shall be returned to the respective bidders automatically to the respective debited accounts from the e-tender portal . Earnest Money (if deposited through BG) will be refunded accordingly against a request letter to the GM (M&C),Corporate, the WBPDC.

iv . In case of successful bidder:

EMD (deposited either through ONLINE or through BG) will be refunded against a request letter to the GM (M&C),Corporate, the WBPDC, mentioning the reference to NIT No., date of tender, amount and mode of Earnest money deposit-all in a complete form. Earnest Money deposited by the successful bidder will be released after deposition of entire 'Security Deposit'. In case of EMD submitted online, it may be adjusted with the total Security deposit amount of the entire contract and in that case, it will be refunded after the completion of contractual period covering claim period.

F) Forfeiture of Security Deposit/Earnest Money:

Earnest Money submitted will be liable to forfeiture on the following grounds:-

- i. For failure of bidders to accept the order / LOI / LOA placed within the validity period of their offer
- ii. On placement of order, if the contractor refuses to take up the job or withdraw his service in midway of the contractual period for any reason whatsoever, then the Earnest money and/or total Security Deposit may be liable to be forfeited as per discretion of the WBPDC Authority and other penal action may be taken as deemed fit.
- iii. WBPDC reserves the right of forfeiture of Earnest Money deposit in case the bidder(s) after opening of tender, withdraws amends, impairs, derogates, or revokes his tender within the validity period or extension thereof.
- iv. If the bidder does not accept the arithmetical correction of its bid price.
- v. For failure to submit contract performance guarantee within stipulated date.
- vi. If the acceptance of order is not received within the stipulated period.
- vii. On providing false or incorrect information in respect of qualifying requirement or any other information.
- viii. In case of successful bidders who does not execute the awarded job, necessary action under the provisions of Corporation's Blacklisting Policy may be initiated.
- ix. Other conditions mentioned in this tender document.

VII. QUALIFYING REQUIREMENT

- i) The APPLICANT should be of minimum 21 years of age (in case of individual APPLICANT).

The Bidder shall be of Indian nationality AND / OR a Company/ Sole Proprietorships / Partnerships / Limited Liability Partnerships / Cooperative Societies registered in India AND / OR Non-Resident Indians/ Person of Indian Origin AND / OR a Multinational Company having its registered office in India / Overseas Corporate Bodies having its registered office in India.

VIII. SUBMISSION OF TENDER DOCUMENTS

- ii) Bidder should have valid GST registration & PAN .
- iii) Bidder should have Bank Solvency certificate.

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.

i) 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 .

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 .

C) The bid and other supporting documents uploaded by the bidders should be in only English language. Bid in any other language is liable to be rejected.

D) Currency should be in INR.

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

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

G) Implied acceptance of procedures by Bidders :

Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

H) The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the Contract. All costs for and associated with site visits shall be borne by the bidder.

I) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as mentioned in clause XI). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.

➤ COVER 1
DOCUMENTS :
TECHNICAL BID

1. Partnership Deed/Co-operative society Bylaw/MOA/Trade License/Company Registration Certificate/any other statutory document alongwith 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.

2. Valid PAN Card
3. Valid GST Registration Certificate
4. Bank Solvency certificate

Note2 :

Undertaking on non-applicability for any of above statutory documents is to be executed on non-judiciary stamp paper of Rs. 10 with Legal declaration affirmed before a First Class Magistrate / Notary

5. Declaration as per Annexure –II towards acceptance of the NIT, GCC and other information uploaded by WBPDCI regarding this NIT and an undertaking that the agency has no adverse record or defaulter of statutory liabilities and as an undertaking letter that they are not blacklisted/debarred in any organization at the time of submission of the bid : 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.

- WBPDCI reserves the right to reject any bid if any or all of these certificates have not been submitted or if the certificate from statutory authorities indicating exemption or non-applicability with regard to any as above has not been submitted. The WBPDCI reserves the right to reject any tender or all tenders received at its discretion without assigning any reason whatsoever. The WBPDCI is not necessarily bound to accept the lowest offer.
- Authenticated scanned copies of all documents are to be uploaded in the designated locations of the e-tender portal and original documents of above copies are to be produced on demand.
- 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.
- The Authority reserves its right to verify the documents/information submitted by the bidder.

➤ COVER 2 : FINANCIAL
BID

The financial proposal to be submitted in Cover#2: Finance and should contain the "Bill of Quantities (BOQ)".

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

The bidder is to quote values in the each space /cell marked for quoting rate in the BOQ.

Bidder consider Tax & Duties(other than GST), Freight, Insurance and other elements in the basic rate .

GST rate has to be quoted as extra.

MTPD means Metric Ton per Day

Bidders need to quote GCV Kcal/Kg (within acceptable range as per Table-1 of Terms of Reference) as well as Price per MT (Metric Ton).

L1 will be selected on the basis of FOR price/1000 kcal/Kg of GCV(excluding GST) & **subsequently order may be split at L1 rate at the discretion of WBPDCI authority.**

SYSTEM GENERATED L1 WILL NOT BE CONSIDERED.

**IX. AMENDMENT OF
BID DOCUMENT**

a) At any time prior to the deadline for submission of bids, WBPDC/CL may, for any reason whether at its own initiative or in response to a clarification requested by prospective Bidders, modify the Bidding document by issuing addenda/Amendments. The amendment/addenda shall be part of the Bidding documents, and will be notified electronically to all prospective bidders and shall be binding on them. The Bidders will be required to acknowledge receipt of any such amendment to the Bidding documents only by uploading the Annexure-II duly signed and sealed. In order to provide time to prospective Bidders to take into account such amendment in preparing their bids, WBPDC/CL may, at its discretion, extend the deadline for the submission of Bids. Owner shall in no way responsible if the bidder fails to take notice or act in accordance to the addenda/Amendments issued time to time. WBPDC/CL may, at its discretion, extend the deadline for the submission of bids by amending the Bidding documents, in which case all rights and obligations of WBPDC/CL and bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

Any addenda /corrigenda to the NIT, will be published in the <https://wbtenders.gov.in> and bidders are requested to keep track of any addenda/corrigenda published time to time.

b) WBPDC/CL 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 , , failing which it will be summarily rejected. If it is found that the Agency is blacklisted by any government department/ PSU/ Government agency at the time of submission of the bid and has submitted false declaration in annexure-II, the bid submitted by the bidder shall be rejected and their EMD shall be forfeited and necessary actions may be taken under the provisions of Corporation's Blacklisting Policy.

In case of bidders who have been allowed EMD exemption and has submitted false declaration in annexure-II, the bid submitted by the bidder shall be rejected and necessary action under the provisions of Corporation's Blacklisting Policy may be initiated.

- ii. Conditional and incomplete tenders are liable to summary rejection. **BOQ has to be filled up as directed.**
- 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. If any bidder fails to produce any original hard copies of the 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.
- v. All the uploaded annexures will have to be attested by the bidder with official seal of the agency / company .
- vi. All declaration and undertakings must 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.
- 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 hardcopy of the 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.

Note³ : Non-submission of documents as per clause VIII (read with note2, page 12) , 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

XII. OPENING & EVALUATION OF BID

1. 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.

2. Technical bid evaluation

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.

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

All QR documents viz, declarations, annexures, statutory documents will be checked.

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 WBPDC 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. The bid without declaration as per annexure –II will be disqualified.

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

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 for the above in the web portals.

➤ Clarification of Bids and shortfall documents

During the evaluation of Techno commercial Bids, the WBPDC may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid within 7 days . Bidder should answer the clarification within that specified date.

The shortfall information/ documents will be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents will be asked for and considered.

No change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.

Non-submission of the required document may lead to rejection of the bid.

Any clarification submitted by a Bidder regarding its Bid that is not in response to a request by the Purchasing Entity shall not be considered.

There is a provision on the portal for requesting Short-fall documents from the bidders. The system allows taking the shortfall documents from any bidder only once after the technical bid opening.

However, such opportunity, shall not be extended in case the Tender Committee otherwise considers the bid as non-

responsive. If the bidder fails to submit required documents within stipulated time, WBPDCI reserves the right to cancel that bid unilaterally.

XIII. OPENING OF FINANCIAL BID

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.

XIV. PRICE BID EVALUATION

As detailed and explained in clause (XXI) TERMS OF REFERENCE

L1 will be selected on the basis of FOR price/1000 kcal/Kg of GCV (excluding GST).

SYSTEM GENERATED L1 WILL NOT BE CONSIDERED.

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.

Issue of tender documents to any bidder will not be construed that such bidder is automatically considered qualified for the entire tender process.

The WBPDCI 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 WBPDCI shall not be subject to raising of question by any bidder and The WBPDCI shall bear no liability consequent upon such decision and the bidder shall have no claim in this regard against The WBPDCI.

XV. AWARD OF CONTRACT

The bids received and accepted will be evaluated by the WBPDCI according to the procedure detailed in the relevant clauses of the NIT.

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

Note4 :

i) Issue of tender documents to any bidder will not be construed that such bidder is automatically considered qualified for the entire tender process.

ii) The WBPDCI 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 WBPDCI shall not be subject to raising of question by any bidder and The WBPDCI shall bear no liability consequent upon such decision and the bidder shall have no

claim in this regard against The WBPDC.

iii) Evaluation by The WBPDC shall be based on the documents as uploaded by the bidder as per the tender clauses. 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 is found inadequate. The WBPDC reserves its right to reject any tender, if the bidder is found not qualified to perform the work satisfactorily. The WBPDC 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.

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

However, The WBPDC does not bind itself to accept the lowest tender and also reserves the right to split the work amongst more than one bidder with the same terms and condition, alter the quantity of any or all Bidders without assigning any reason whatsoever.

The successful bidder, whose bid is accepted by WBPDC, shall be issued Letter of Award (LOA) (RATE CONTRACT) prior to expiry of bid validity.

The successful bidder shall confirm unconditional acceptance by providing Order Acceptance / returning a signed copy of the LOA within 7 days from the date of placement of LOA (Letter of Award).

WBPDC shall not be obliged to furnish any information / clarification / explanation to the unsuccessful bidders as regards non-acceptance of their bids. WBPDC shall correspond only with the successful bidder.

Award of contract on the successful bidder will be uploaded in e-tender portal.

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

Further, after acceptance of the order, if the agency fails to execute the job within stipulated time the Earnest Money /Security deposit will be forfeited, without any reference and necessary steps shall be taken under the provisions of Corporation's Blacklisting Policy.

Entity's Rights

At the time of contract award, the Procuring Entity reserves the right to increase or decrease, without any change in the unit prices or other terms and conditions of the bid and the Tender Document, the quantity of Goods originally stipulated in TOR, provided this increase/ decrease does not exceed 25 (twenty five) percent of tendered quantity .

2. Parallel Contracts or Splitting of Award

The Procuring Entity reserves its right to split the quantities and conclude Parallel contracts with more than one bidder (for the same tender) as mentioned in TOR.

XVI. BID VALIDITY

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

In exceptional circumstances, prior to expiry of the original time limit, WBPDCI 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.

XVII. 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.

XVIII. 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.

XIX. CANCELLATION OF TENDERS

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

XX. DISCLAIMERS AND RIGHTS OF PROCURING ENTITY

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to

- reject any or all of the Bids, or
- cancel the tender process; or
- abandon the procurement of the Goods; or
- issue another tender for identical or similar Goods

XXI. TERMS OF REFERENCE (TOR)

1. SCOPE OF SUPPLY

The scope of supply under this package shall include supply, loading, transport, and delivery of material along with unloading at the Bakreswar Thermal Power plant as per the guaranteed parameters mentioned in clause 1.2 of this ToR.

1.1 Details of Material and supply duration:

Sl. No.	Description of Item	Destination	Indicative Quantity to be supplied per day (TPD)/ Ton per day	Total Qty for three months (90 days) (Tonnes)
1	Agro residue-based Biomass pellet, non torrefied	Bakreswar thermal power station BKTPP	240	21,600 MT

- Bidders need to quote GCV Kcal/Kg (within acceptable range as per Table-1) as well as Price per MT (Metric Ton).
- L1 will be selected on the basis of FOR price/1000 kcal/Kg of GCV

L1- Lowest bidder

GCV- Gross Calorific Value

[Example- Please refer to TABLE -4](#)

1.2 Table-1: Technical Specification for Agro residue-based Pellet.

Sl. No.	Technical Data	Unit	Specification for Non-Torrefied pellets
1	Base Material	n. a.	Agro Residue / Crop Residue (wood-based pellets will not be acceptable)
2	Diameter	mm	Not more than 25mm No other dimension should exceed 35 mm
3	Bulk Density	Kg/m ³	Not less than 600
4	Fines%(Length<3mm) (ARB*)	wt%	Fines<=5%
5	Moisture (ARB)*	wt%	Not more than 14%
6	Gross Calorific Value (ARB)*	Kcal/Kg	Non-Torrefied: Acceptable range (2800-4000)

* ARB – As Received Basis

1.3 Mode of transportation:

- a) The mode of transportation shall be covered truck with waterproof arrangement.
- b) Unloading shall be in the scope of supplier.

1.4 Before unloading & weighment at power plant, samples shall be tested for moisture content.

2. RAW MATERIAL FOR PELLET MANUFACTURING

a. Base material for pellet manufacturing shall be agro residue which means the leftover portion of the agriculture produce such as stubble/straw/stalk/husk of those agro residues which are surplus and not being used as animal fodder such as paddy, soya, arhar, gwar, cotton, gram, jawar, bajara, moong, mustard, sesame, til, maize, sunflower, jute, coffee, etc., groundnut shell, coconut shell, castor seed shell etc., pine needle, elephant grass, sarkanda and horticulture waste such as dry leaves and trimmings generated during the maintenance and pruning of trees and plants.

b. Agro residue-based biomass pellets can be manufactured by mixing single or multiple base materials together.

c. Mixing material such as by-products of woodwork factory like wood chips, sawdust, furniture waste, etc., bagasse, press mud, molasses, bamboo dust, or natural additives/binder such as lignin, starch, and animal dung may also be used with agro residue in limited proportion to enhance material properties and the same shall be explicitly mentioned by the supplier in consignment details.

d. Wood obtained from tree cutting shall not be treated as agro residue and shall not be used as base material or for mixing purposes whatsoever.

e. The supplier shall mention the name(s) of agro/crop residue(s) used for manufacturing non torrefied pellets and their approximate proportion in consignment details during the dispatch of material.

f. Natural additives/binder such as lignin, starch, animal dung, etc. can be used for manufacturing non torrefied pellets if required and the same shall also be explicitly mentioned by the supplier in consignment details.

g. Power plant reserves the right to exclude any base material/additive/ binder or modify their proportion if any adverse impact of the base material/ additives/binder is found on the boiler in long run.

(Information with justification is to be communicated to Mission Directorate in such cases)

h. WBPDC representative may visit any time to the manufacturers' production facility from where the Biomass pellet is sourced during tender process & till the closure of the contract.

3. PERIOD OF CONTRACT

3.1 Period of contract:

The validity of contract is six months. The duration may be extended with mutual consent.

3.2 Delivery Schedule:

Default delivery schedule shall be the quantity allocated to the supplier for the supply of pellets on a daily basis, plant wise quantity mentioned in 1.1. Accordingly, the supplier shall deliver that quantity of pellets to the Plant site.

There should be continuous off take of the biomass by the plant as per the terms of the contract. Purchaser should not restrict the supply from the supplier unless some exigency happens and with mutual consent with the supplier.

In case, if a Plant is not able to off take the contracted quantity of Biomass in a given period due to technical/non-technical reasons, it may be either stored at Plant end OR the period of supply in the same plant may be extended without LD.

4. PRICE & ITS EFFECTIVENESS

4.1 Price Basis:

Firm & FREIGHT ON ROAD (FOR) at BkTPP SITE.

4.2 Freight charges:

The materials shall be dispatched by road on "Freight paid" basis through supplier's transporter (Vehicles must have Valid papers).

4.3 Security Deposit (SD):

Security deposit shall be 0.50 % of total order/contract value. Supplier shall deposit total security deposit amount within 15days of issue of purchase order.

In case after having been issued the notification of award/purchase order of a package, if the bidder doesn't accept the notification of award/ purchase order or do not submit an acceptable performance security, which results in tender being annulled then the bidder shall be treated ineligible for participation in retendering of this particular package. Further, such vendor shall also be dealt as per the provisions of the policy for withholding & banning of business dealing.

Security deposit shall be released after successful completion/closure of the contract or as decided by WBPDC/CL authority.

4.4 Liquidated Damages (LD):

4.4.1 The Supplier shall have to commence delivery of material within 45 days from the date of issue of the Purchase Order or acceptance of purchase order whichever earlier.

4.4.2 Liquidated Damage (LD) shall not be applicable for short supply up to 15% in a month against aggregate of daily delivery schedule in that month. However, for monthly short supply beyond 15%, liquidated damage (LD) shall be recovered from supplier @ 5% of price of the biomass pellets for shortfall quantities for that month.

4.4.3 GST extra as applicable shall also be levied on Liquidated Damages.

4.4.4 Total amount of LD against shortfall in supply shall not exceed 5% of the total contract price.

5. QUANTITY DETERMINATION

a. Weighing of vehicles shall be carried out on weighbridges (for tare and gross) at Power Plant. The Supplier may witness the weight of vehicles once in 15 days, Power Plant representative will accompany

the Supplier representative when any such visit is carried out. Supplier shall intimate Power Plant representative via e-mail at least two days in advance about the date of such visit.

Net weight =Gross weight less the Tare weight, both as measured at Power Plant weighbridge

Power Plant may provide a copy of calibration certificates of weighbridge if requested by the Supplier. Power Plant shall undertake the calibration of Weigh-Bridge in line with the schedule/practice as recommended by Legal Metrology.

c. Minimum of net weight measured at power plant & road challan weight will be considered as received weight of the Biomass Pellet.

d. If unweighted at Plant, challan weight would be considered final. Any other contingency may be mutually discussed and settled.

e. Net adjusted quantity received at the Plant i.e. quantity worked out by Power Plant after carrying out adjustment due to quality variations for the Base Parameters, if any, shall be applicable for payment.

6. QUALITY DETERMINATION

6.1 Power Plant will carry out the sampling and analysis of non-torrefied pellets at Power Plant as per the provisions of either BIS or ASTM at the option of Power Plant. Power Plant will carry out the sampling and testing process as per the relevant BIS (IS 436 Part-1) standards for vehicle top sampling.

6.2 The authorized representatives of Power Plant and pellet supplier shall jointly witness the process of sample collection and preparation of the laboratory samples. The representatives shall put their signature on the sample tags in evidence of the process of sampling. Both consumer and pellet supplier shall sign on the samples register maintained by the Power Plant at the unloading end.

6.3 For purpose of rejection test before unloading, samples collected from each truck, shall be tested for moisture content by Power Plant. If test result of any sample collected from a truck/consignment meets Technical parameter criterion for moisture content as given in (Table 1) then the respective truck will be allowed for unloading, otherwise, the respective truck (Consignment)will be rejected if test result meets the rejection criterion as given in (Table 3) and it shall be the supplier's responsibility to carry it back at his own cost.

6.4 For testing of GCV and other Technical parameters (including fineness), single sample shall be prepared for all the consignments received in a day from a particular Supplier. For avoidance of doubt, in case supply is from multiple Suppliers in a day, Supplier-wise sample shall be prepared for all the consignment received in a day.

6.5 The final laboratory sample shall be divided into 3 (three) parts. Part-1 of the sample is for analysis of GCV and other technical parameters by Power Plant lab at site. Part-2 sample is to be handed over to the pellet supplier for its own analysis. Part- 3 of the sample, called Referee sample, shall be sealed jointly and shall be kept with Power Plant under proper lock and key arrangement.

6.6 The Power Plant's representative will have the right to witness sampling and testing of pellets for the Base Parameters at the loading end.

6.7 The supplier's representative will have the option to witness the sample collection, preparation, testing of the main sample, and final packing of the reserve sample. Any dispute related to sampling, preparation, and analysis activity has to be raised strictly within 48 hours of the respective activity. Further, any dispute related to testing results may be raised strictly within 7 days of the declaration of the results by the Power Plant. The disputes concerning sampling and testing may be entertained only if

backed up by logical and justifiable reasons. Frivolous/repeated disputes may invite penal action by Power Plant.

6.8 As this process of sampling and preparation is a continuous round the clock process to deal with the multiple consignment workloads, so Power Plant would carry out the process as per the time deemed suitable for the process. Hence, it is the responsibility of the supplier's representative to be available at all times to witness the same.

6.9 Power Plant may request Supplier to withdraw representative who is not diligent and/or is not cooperative. Frivolous/unreasonable objections to the sampling and testing process at Power Plant will not be entertained. It may be noted that witnessing testing (if any) carried out outside the Power Plant lab will not be feasible and should be avoided.

6.10 Referee samples will be preserved in the Power Plant laboratory under locked almirah in sealed condition in a moisture-free area in the safe custody of the Power Plant.

6.11 Generally, Quality reports will be generated within 7 working days of receipt of the material and the same will be communicated to the Supplier, subject to receipt of loading end quality report.

6.12 In case dispute is raised within the stipulated time period, the Reference sample shall be analyzed in a NABL accredited laboratory as notified by Power Plant from time to time, expense of which shall be borne by the pellet supplier. Expense borne on supplier part shall be adjusted against payment to the supplier. NABL accredited laboratory report of referee sample shall be final and binding on both the parties.

6.13 It may be noted that referee samples shall only be used in case of conflict of quality and price adjustment, whereas, in case of rejection of consignment due to Total moisture (TM) content, Power Plant reported TM content result will be final and binding.

6.14 To prevent misuse of the facility by disputing the majority of results of the lot, Power Plant will abort this reserve testing process in case if the reserve sample results (first two) are within the repeatability limits (as per BIS 1350) from original results. In this case, original results will be considered for payment purposes.

6.15 Any pellet that is received at Power Plant will not be returned/ permitted to be collected by the Supplier unless agreed to in writing by Power Plant.

6.16 Standards/Methods as per the table below will be referenced/used for quality determination:

Sl. No.	Technical Data	Testing Method/Standard
1	Dimension (Diameter & Length)	ISO 17829 or Equivalent method may be referred
2	Fines (%)	ISO 18846 or Equivalent Method may be referred
3	GCV(ARB)	IS 1350 or equivalent method may be referred
4	Moisture content (ARB)	Method based upon IS 1350 or equivalent method may be referred (Hand-Held Moisture Meter may also be used)

6.17 For Determination of Total Moisture (TM) content:

- a. Samples shall be collected from each truck/dumper for TM determination.
- b. TM will be determined by Power Plant lab validated method based on IS 1350, (10g of 2.90mm passing sample will be heated for 2 hours at 108 +/- 2 Deg C. Total Moisture will be computed as per the formula below:

$$TM\% = (W1-W2) \times 100 / W1$$

Where: W1= Initial Weight of Sample (10 grams)

W2= Final Weight of Sample.

Note: Before unloading, samples shall be tested for moisture at Station end (at designated place before weighing/initiating unloading process). If this value is in the rejection level range, the consignment shall be rejected and it shall be the suppliers' responsibility to carry it back at his own cost.

7. COMPUTATION METHODOLOGY FOR VARIOUS RECOVERIES /QUANTITY ADJUSTMENTS

7.1 The supplier shall guarantee technical parameters of agro residue-based pellets as given in table-1 under clause 1.2. The characteristics contained in Technical Specification (table-1 under clause 1.2.) shall be adhered to and maintained and non-adherence shall result in 'Quantity and Price Adjustment' as per clause 7.2 or even rejection as per clause 7.4 of this TOR.

7.2 Acceptance range with/without pro-rata price / quantity adjustment:

7.2.1 The agro residue-based pellets supplied shall conform to technical specifications as given in Table-1 under clause 1.2. But, in case consignment of agro residue-based pellets does not meet the guaranteed parameters for GCV, moisture content, and fines %, but are within the acceptable limit as given in table 2, the consignment shall be accepted but with a pro-rata price/ quantity adjustment as applicable.

Table 2: Parameters on Acceptable Limits

Sl. No.	Technical Data	Units	Acceptance range Without Price / Quantity adjustment	Acceptance range with pro- rata Price / Quantity adjustment
1	Gross Calorific Value (ARB*) – Non-torrefied	Kcal/Kg	As per clause 7.2.2.2	
2	Total Moisture (ARB*)	Wt%	Not more than 14%	
3	Fineness% (ARB)	Wt %	Fineness <= 5%	Fineness > 5%

*ARB: As the received basis.

7.2.2 Price Adjustment for Gross Calorific Value (GCV)

If a consignment of agro residue-based pellets does not meet the guaranteed parameters for Gross Calorific Value (ARB) but is within the acceptable limit, the consignment shall be accepted but with pro-rata price adjustment as calculated using the following formula:

7.2.2.2 Non-Torrefied pellet:

a. Stipulation of limits for Quoted GCV:

Based on the Base material and Mixing material as per technical specification, Bidder is required to quote GCV value of biomass in Kcal/Kg within the range as mentioned below:

In case of Non-Torrefied Pellet :

Minimum Limit- 2800 Kcal/Kg

Maximum Limit-4000 kcal/Kg

b. Supplier shall supply the agro residue based Non-Torrefied biomass pellets of GCV not less than 2800 kcal/kg.

Price shall be adjusted for GCV variation of supplied material as below:

For GCV (ARB) \geq 2800 Kcal/Kg [For GCV more than or equal to 2800Kcal/Kg]

c. Pro-rata price adjustment shall be done for GCV variation within acceptable GCV range of supplied material as per following formula: -

$$\text{Adjusted FOR price} = \frac{\text{Quoted FOR price} \times \text{Actual GCV (ARB)}}{\text{Quoted GCV(ARB)}}$$

* *FOR Price- FOR Destination Price*

d. In case of upward GCV variation is more than Quoted GCV, then price adjustment on account of GCV shall be limited to quoted GCV.

So, the adjusted price will be limited to quoted price & adjusted price will not exceed quoted price.

e. The downward GCV variation from Minimum limit, pro-rata price adjustment shall be done for GCV variation of supplied material as per following formula:

Sl. No.	GCV	Adjusted FOR price
i)	2800 Kcal/Kg > GCV => 2400 Kcal/Kg [For GCV less than 2800Kcal/Kg AND more than or equal to 2400 Kcal/Kg]	0.75x [Quoted FOR price × Actual GCV (ARB)] / Quoted GCV(ARB)
ii)	2400 Kcal/Kg > GCV => 2000 Kcal/Kg [For GCV less than 2400Kcal/Kg AND more than or equal to 2000 Kcal/Kg]	0.5x [Quoted FOR price × Actual GCV (ARB)] / Quoted GCV(ARB)
iii)	GCV < 2000 Kcal/Kg [For GCV less than 2000 Kcal/Kg]	No payment shall be made for already delivered and consumed material of GCV less than 2000Kcal/kg.

Note:

Actual GCV(ARB)= Weightage average GCV(ARB) calculated on fortnight basis. such that 1st to 15th or 15th to 28th/29th/30th/31st as the case may be in a particular month.

f. In case, supplier is found to frequently supply the material of GCV less than 2800 Kcal/Kg or found to take deviations in other technical parameters, warning letter shall be issued to supplier.

g. However, if material is supplied below 2000 Kcal/Kg in more than 3 (Three) instances during the currency of contract even after issuing warning letter then Contract shall be liable for cancellation.

i. Material supplied of GCV less than 2000 Kcal/Kg is liable for rejection and no payment shall be made for material already delivered and consumed.

Example- Please refer to TABLE -4

7.3 Recovery on Account of Excess Fines in Consignment

Dimension of agro residue-based pellets has been given in the technical specification which shall be adhered to. Dust, crushed agro residue-based pellets in consignment as received at Power Plant shall be treated as fines and there shall be recovery on account of excess fines (ARB) if it exceeds 5%. The recovery on account of excess fines will be worked out as per the following formula.

Recovery= Adjusted price of biomass pellets x W x (Fortnightly weightage average Weight% of fines beyond 5%.)

Biomass dust/crushed/ broken/damaged pellets of length less than 3 mm (ARB) received at site shall be treated as fines.

W- Cumulative received weight of BIOMASS pellet at site in a fortnight.

This amount shall be recovered from the payment of that consignment.

Example- Please refer to TABLE -4

7.4 Rejection level

The consignment of agro residue based pellets arrived at the Power Plant shall initially be tested for following before unloading and shall be rejected if total moisture(as given in table 3) exceeds the rejection level given as follows:

Table-3 Rejection Level

Sr.No	Technical Data	Unit	Rejection Level
1	Total Moisture (ARB)	Wt%	More than 14%

8. BILLING AND PAYMENT TERMS

The Contractor shall submit the bills in triplicate on completion of delivery of material at Power Plant and payment shall be released based on the methodology as below:

8.1 75% of payable amount shall be paid on receipt of materials at site Balance 25 % shall be paid on

receipt and acceptance of test results.

8.2 Payment to the supplier shall be made fortnightly, i.e.

i) payment for quantity delivered from 1st to 15th of a given month shall be made by 30th or 31st of that month and similarly,

ii) payment for quantity delivered from 16th to 30th or 31st of a given month shall be done by 15th of next month.

However, payment shall be processed only after receipt of invoice complete in all respects with supporting documents.

8.3 However, it may happen that a vendor may supply material with lower GCV, and takes the 75% payment which may be more than the payment due against the adjusted amount as per GCV of the supplied material.

To discourage such cases, contractors defaulting on quality of pellets, resulting in actual payment less than 15% of the invoiced amount, shall only be paid 50% of the invoiced value on receipt of the material, instead of the 75% for subsequent months.

The remaining 50% shall be paid on receipt and acceptance of test results.

8.4 All the relevant payments due as per the contract shall be released to the Contractor on production of documentary evidence such as LR copy/ e-way bill/ toll tax receipts etc., to ensure that Biomass Pellets have been supplied from bidder's declared place (District) of manufacturing plant.

In case the location of manufacturing Plant is not yet finalized, then bidder may declare the tentative location of manufacturing Plant. However, the Bidder shall declare the location of their manufacturing Plant within 15 days of placement of Award.

8.5 The bills are to be submitted along with the following supporting documents (as applicable), including but not limited to: -

- i. Copy of weighment certification by Power Plant.
- ii. Copy of Quality reports of loading end
- iii. Copy of Power Plant receipt end quality reports.
- iv. Certified working for deriving payable quantity.
- v. Original challan copies of truck engaged in transportation
- vi. HGI Certificate from NABL accredited lab
- vii. Composition of Biomass pellets

8.6 The bill shall be submitted at power plant FC department & after reconciliation to be forwarded to WBPDCCL corporate office for payment .

8.7 Paying Authority: G.M, F&A, WBPDCCL Corporate Office

8.8 All the recoveries/penalty/ LD is subject to applicable GST.

TABLE 4
For Plant A

BIDDER	QUOTED GCV (KCAL/KG) [P]	QUOTED FOR PRICE (RS/MT) [Q]	Price/ 1000 KCL/KG OF GCV (RS) [R = (Q / P) * 1000]
A	3200	6400	2000.00
B	3500	6800	1942.86
C	3800	7450	1960.53

- Bidder B is the L1 bidder
- Order will be placed on B with GCV 3500 KCAL /KG @Rs.6800 per MT
- Now agency B starts delivery of material from 5th of the month of January'2024 with Quality & Quantity as specified hereunder

EXAMPLE 1 :

Sl no	Date	Quantity received in MT	GCV kcal/kg	Fines in % of weight
1	5.01.24	150	1800	3
2	6.01.24	100	3200	5
3	7.01.24	86	3800	7
4	8.01.24	103	3650	8
5	9.01.24	95	3300	8
6	10.01.24	25	3100	4
7	11.01.24	145	2900	7
8	12.01.24	95	3800	8
9	13.01.24	102	3800	6
10	14.01.24	92	3900	3
11	15.01.24	115	4000	5
Total weight in MT		958		
Weightage average GCV Kcal/Kg			3550.78	
Weightage average fines in % weight				6.29

- Material supplied on 05.01.2024 (sl no-1) has been consumed but not considered in "Calculation of weightage average GCV", "Weightage average Fines", "Total weight" & "for payment" as the GCV is less than 2000 Kcal/kg.
- Sl no. 2 - Sl no. 11 is considered for determination of "weightage average GCV", "Weightage average Fines" & "Total weight".
- So, for billing cycle 1st to 15 th of the month (fortnight)

Sl. No.	Particulars	Calculation (Amount is excluding GST.)
(a)	Adjusted price/MT = (Quoted price per MT x wt.avg. GCV as delivered) / Quoted GCV	Adjusted price/MT = (Rs. 6800/MT x 3550.78 Kcal/Kg) / 3500 Kcal/KG = Rs. 6898.66 per MT It is more than quoted price , adjusted price shall be limited to quoted price only that is Rs.6800/MT
(b)	Total Price for total weight delivered = Total calculated weight as delivered x Adjusted price/MT	Total Price for total weight delivered = 958 MT x Rs.6800/MT = Rs. 65,14,400
(c)	Penalty /Recovery for fines = Total Price for total weight delivered x (Weightage average fines in % weight – 5 %)	Penalty /Recovery for fines = Rs. 65,14,400 x (6.29-5)% =Rs. 84035.76 /-

➤ Consignment having moisture more than 14% has been rejected.

● **Example 2 :**

Sl no	Date	Quantity received in MT	GCV kcal/kg	Fines in % of weight
1	5.01.24	150	1800	3
2	6.01.24	100	3200	5
3	7.01.24	86	3800	7
4	8.01.24	103	3650	8
5	9.01.24	95	1580	8
6	10.01.24	25	3100	4
7	11.01.24	145	2900	7
8	12.01.24	95	3800	8
9	13.01.24	102	3800	6
10	14.01.24	92	3900	3
11	15.01.24	115	2200	5
Total weight in MT		863		
Weightage average GCV Kcal/Kg			3338.52	
Weightage average fines in % weight				6.09

- Material supplied on 05.01.2024 (sl no-1) & on 09.01.2024(sl.no 5) has been consumed but not considered in "Calculation of weightage average GCV", "Weightage average Fines", "Total weight" & "for payment" as the GCV is less than 2000 Kcal/kg.
- Sl no. 2 -4 & Sl no.6- 11 is considered for determination of "weightage average GCV", "Weightage average Fines" & "Total weight".
- So, for billing cycle 1st to 15 th of the month(fortnight)

Sl. No.	Particulars	Calculation (Amount is excluding GST.)
(a)	<i>Adjusted price/MT = (Quoted price per MT x wt.avg. GCV as delivered) / Quoted GCV</i>	<i>Adjusted price/MT = (Rs. 6800/MT x 3338.52 Kcal/Kg) / 3500 Kcal/KG = Rs. 6486.26 per MT</i>
(b)	<i>Total Price for total weight delivered = Total calculated weight as delivered x Adjusted price/MT</i>	<i>Total Price for total weight delivered = 863 MT x Rs. 6486.26/MT = Rs. 5597642.38</i>
(c)	<i>Penalty /Recovery for fines = Total Price for total weight delivered x (Weightage average fines in % weight – 5 %)</i>	<i>Penalty /Recovery for fines = Rs. 5597642.38x (6.10-5)% =Rs. 61574.06/-</i>

- Consignment having moisture more than 14% has been rejected.

XXII. GENERAL TERMS & CONDITIONS

1. 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/Contractor/Party/Supplier" 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

2. EFFECTIVE DATE

The Contract shall come into force from the date issue of Letter of Intimation / Letter of Award.

3. 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 works / 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.

4. LIMITATION OF LIABILITY

Except in cases of criminal negligence or willful misconduct,

(a) Neither party shall be liable to the other party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other party in connection with the contract, other than specifically provided as any obligation of the party in the contract, and

(b) The aggregate liability of the Contractor to the purchaser, whether under the Contract, in tort or otherwise, shall not exceed the amount of the total contract price, provided that this limitation shall not apply to the cost of repairing defective items, or to any obligation of the Contractor to indemnify the Purchaser with respect to patent infringement.

5. MATERIALS & WORKMANSHIP

Supplier shall fully warrant that the stores, items and component supplied against the Contract shall be new and first quality, according to the specifications and shall be free from defects (even concealed faults, deficiency in design, materials and workmanship).

All materials/item to be supplied against the contract shall be subject to inspection/checking/testing by the controlling officer or its authorized representative. The material/items which does not meet the specifications shall be rejected and returned to the supplier for repair/modification etc. or for replacement. In such cases all expenses including to- and- fro freight, repacking charges, transit insurance etc shall be to the account of supplier.

Inspection by the authorized representative of the controlling officer or failure of the controlling officer to inspect the material/items, shall neither relieve the supplier of any responsibility or liability under the contract in respect of such material/items nor be interpreted in any way to imply acceptance thereof by the controlling officer.

6. INTER-CHANGEABILITY

All similar materials and removable parts of similar item shall be interchangeable with each other. The supplier should give a specific confirmation in this regard along with the invoice for the supply of materials.

7. REMOVAL OF REJECTED GOODS & REPLACEMENT

a) If upon delivery, the material/items is found not in conformity with the specifications stipulated in the contract, whether inspected and approved earlier or otherwise, those shall be unacceptable to the controlling officer or its authorized representative. A notification to this effect shall be issued to the supplier, normally within 30 days from the date of receipt of materials at Corporate office.

b) Supplier shall arrange for suitable replacement and remove the rejected goods within 30 days from the date of notification issued to them and must express their intent to do so within 15 days from the date of notification issued.

c) External damages or shortages that are prima-facie the results of rough handling in transit or due to defective packing shall be intimated within a fortnight of the receipt of the materials, spares etc. In case of internal defects, damage or shortages of any internal parts due to bad handling in transit or defective packing, which cannot ordinarily be detected on a superficial visual examination, should be intimated within 3 months from the date of receipt of these articles. In either case the damaged or defective materials should be replaced by the supplier free of cost to the WBPDCI.

d) If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as WBPDC/CL may deem proper to afford, the WBPDC/CL may in case of urgency, without prejudice to its other rights and remedies, arrange for repairs/rectification of the defective materials or replace the same and recover the cost incurred from the deposits such as EMD/security deposit and other monies available with the company or by resorting to legal action.

8. SAFETY

The agency shall take all safety measures during the work in accordance with the scope of work in consultation with the Controlling officer. The contractor will be solely and wholly responsible for accident that may occur during the execution of the work and for injury or damage to person or property of any description whatsoever which may be caused by or result from the execution of the work.

9. CONFLICT OF INTEREST

Facilitator (successful bidder) should provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

10. APPOINTMENT OF SUB-CONTRACTOR BY CONTRACTOR

No sub-contractor shall be engaged by the contractor for accomplishment / carrying out full or part of any job under the contract **without permission from the WBPDC/CL authority** .

11. NON-COMPLIANCE

In case the contractor fails to carry out his assigned job or could not mobilize his resources even after placement of order or if the contractor fails to achieve the desired progress as stipulated in the scope of work, the Controlling Officer or his authorized representative reserves the right to get the job done by any other agency for the interest of the corporation and subsequently take action as per "Termination" clause.

12. TERMINATION

A. CANCELLATION OF CONTRACT FOR DEFAULT ON THE PART OF AGENCY/FIRM

If the agency fails to execute whole or part of the works within the time period(s) specified in the contract,

or any extension thereof granted; and/or

If the agency/firm fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.

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

- i. Unsatisfactory performance of the contracted work,
- ii. Involvement in action causing breach of peace and discipline within the WBPDC/CL area premises,
- iii. Failure to comply with terms and conditions of the contract,
- iv. Moral turpitude,

- v. Violation of the provisions under various laws and awards in force from time to time as are applicable to the work,
- vi. Any action on the part of the contractor which in the opinion of the management is detrimental to the interest of the WBPDC.

B. TERMINATION OF CONTRACT FOR INSOLVENCY

If the agency/firm 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 agency/firm, 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. TERMINATION OF CONTRACT FOR WBPDC'S FAILURE/CONVENIENCE

After placement of the contract, there may be an unforeseen situation compelling WBPDC to cancel the contract. In such a case, the WBPDC reserves the right to terminate the work by sending 15 days' notice to the agency/firm for cancellation of the contract, in whole or in part without assigning any reason. The notice shall also indicate the date from which the termination will become effective.

D. 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 /security deposit, as the case may be;
- b) Risk Purchase: Upon such terms and in such manner as it deems appropriate, goods undelivered or works unexecuted may be procured/executed adopting alternative recourses at the sole risk and cost of the contractor. The additional cost over and above the contracted price incurred for procurement of undelivered goods / execution of the unexecuted portion of works shall be charged to the Contractor. However, the contractor shall continue to fulfil the contract to the extent which is not terminated.

13. HANDLING OF SUITS

All legal suits against any executing contractor arising out due to the fault exclusively on the part of the WBPDC, shall be handled and / or contested by the WBPDC and the expenses in such legal cases shall be borne by the WBPDC.

If such litigation arises out due to any fault on the part of the awardee of contract that shall be handled and / or contested by the awardee of contract and the legal expenses in such cases shall be borne by the awardee of contract.

14. DISPUTE RESOLUTION

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.

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

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

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

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

15. GOVERNING LAW & LEGAL JURISDICTION

The contract shall be governed by and construed in accordance with substantive and procedural laws of India. Any legal dispute would be dealt under the Jurisdiction of Calcutta High Court only.

16. BLACKLISTING

For suspension/ blacklisting/ debarment, procedures as laid down under the WBPDC'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 | 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.

ANNEXURE 1: BIDDER INFORMATION

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Tender Document No.

Tender Title:

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Bidder/ Contractor particulars:	
i) Name of the Company (Full legal name)	
ii) Corporate Identity No. (CIN)	
iii) Date of incorporation	
iv) Registration, if any, with The Procuring Entity	
v) Place of Registration/ Principal place of business/ manufacture	
vi) Complete Postal Address	
vii) Pin code/ ZIP code	
viii) Telephone nos. (with country/ area codes)	
ix) Mobile Nos.: (with country/ area codes)	
x) Contact persons/ Designation	
xi) Email IDs	
xii) Kolkata office details	
a) Address	
b) Contact Telephone Nos.	
c) Email ID	
d) Person to be contacted	

xiii) Nature/status of candidate firm (whether sole Proprietary/ Partnership)/Private Limited/ Public Limited/Public sector)			
Type of organization and its legal entity			
In case of individual: Give his full name, address, place and nature of business. Supported by <i>self-certified copy of registration certificate</i>			
In case of partnership firm: Give the names of all the partners and their addresses. Supported by <i>Deed of Partnership</i>			
In case of companies: Give date and place of registration including date of commencement certificate in case of public companies. <i>Supported by Notarized and certified copy of its Registration</i>			
In case of Society – its Byelaws and registration certificate of the firm			
2)Taxation Registrations:			
i) PAN /TAN No.			
ii) Type of GST Registration as per the Act			
iii) GSTIN			
iv) Registered/ Certified Works/ Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose			
We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.			
3) Valid PF establishment code (if applicable)			
4) Trade License (if applicable)			
5) ESI code (if applicable)			
6) Validity of offer from date of opening of financial bid			
7) Names of Responsible persons and their designation: (for handling all aspects of this tender/order)			
Person	Designation	Based at	Telephone No./E-mail/Fax

8) In case of placement of the order(if placed) , the address with GSTIN no. of the office to be addressed :	
9) Details of credentials attached(if applicable)	Yes/No
10) Financial Details of the Bidder (if applicable)	
11) Name & address of Bankers	

12) Authorization of Person(s) signing the bid on behalf of the Bidder

i) Full Name	
ii) Designation	
iii) Signing as	
<ul style="list-style-type: none"> o A sole proprietorship firm : The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor o A partnership firm : The person signing the bid is duly authorised being a partner to do so under the partnership agreement or the general power of attorney o A company : The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association. 	

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

13) 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

14) Authorisation & Alteration to Tender has been signed by person duly authorised/ empowered to do so : Yes/No

15) Scanned self-attested copies of certificates/documents/Declaration as per NIT requirements, as applicable have been submitted and a check list is attached herewith. Yes/No

Bidder's Authorized Representative Information

- i) Name:
- ii) Address:
- iii) Telephone/ Mobile numbers:
- iv) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of [name & address of Bidder and seal of company]

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 _____ (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.

E. 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.

ANNEXURE III: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) Stamp)

(Designation with Bank

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.

ANNEXURE – IV : 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)

(Signature)

(Name)

(Name)

(Official Address)

(Designation with Bank Stamp)

Attorney as per Power of

Attorney No. _____

Date _____

Note:

* This sum shall be Half percent (0.5%) 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.

Bank Details for BG:

NAME OF BANK: ICICI BANK,

BRANCH NAME: R.N. Mukherjee Road , Kolkata.

A/C NO: 000605035298

IFSC CODE: ICIC0000006

A/C Name: THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED