



The West Bengal Power Development Corporation Limited
(A Government of West Bengal Enterprise)
CIN No. U40104WB1985SGC039154

Tender Document for

**Operation and Maintenance of Fly Ash Brick Manufacturing Unit
at Sagardighi Thermal Power Station of WBPDC**

NIT No. WBPDC/CORP/NIT/E1863/24-25
Published on 05.06.2024

Registered & Corporate Office:
Bidyut Unnayan Bhaban,
Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III, Kolkata : 700 106.

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Scheduled dates of e-tendering

Sl. No.	Milestone	Date
1.	Publishing & Document Download start date	05.06.2024 at 11:00 hrs.
2.	Bid submission start date	05.06.2024 at 11:00 hrs.
3.	Bid submission end date	19.06.2024 at 12:00 hrs.
4.	Submission of original EMD BG and notarized declarations at Corporate Office	On 20.06.2024 within 15:00 hrs.
5.	Technical Bid opening date	21.06.2024 at 12:00 hrs.
6.	Uploading of Technical Bid Evaluation sheet	To be notified later
7.	Financial Bid opening date	To be notified later
8.	Uploading of Financial Bid evaluation sheet	To be notified later

The General Manager (M&C), Corporate , The West Bengal Power Development Corporation Limited hereby invites bids against open tender for the job of “Operation and Maintenance of Fly Ash Brick Manufacturing Unit at Sagardighi Thermal Power Station of WBPDCCL ” through electronic tendering (e-tendering).

1. Introduction

The West Bengal Power Development Corporation Limited (hereinafter referred as WBPDCCL/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 WBPDCCL by MoC ,GoI :

- 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

a. The West Bengal Power Development Corporation Ltd. (WBPDCCL) is interested to utilize the Fly Ash generated from its power stations by producing fly ash brick through ash brick plant constructed at SGTTP. WBPDCCL invites bid from the interested, established and reputed business organizations for production & selling of ash bricks by the said ash brick manufacturing unit. WBPDCCL is having 2 nos. brick machines of 6000 to 8000 bricks /machine/8 hr. shift capacity at Sagardighi Thermal Power project, Murshidabad and interested for appointing agency who will operate the brick machine with full utilization of its capacity and will do maintenance of the machine as well as associate infrastructure.

b. Location of site :

The area is situated at mouza Balarambati, P.S. Sagardighi, Dist.- Murshidabad, West Bengal. The site is on State Highway connecting Sagardighi-Raghunathganj at about 22.0 Km from Sukirmore on NH-34(Kolkata-Dalkhola, 222Km from Kolkata) and about 250 Km from Kolkata by road. Nearest railway station is Monigram on Azimganj- Barharwa section of East Rly. at about 240 Km from Howrah.

2. Site visit

- a. The bidder should inspect the sites at SgTTP and should confirm himself about the location, available land and facilities and parameters of the fly ash to be provided by WBPDCCL. The WBPDCCL is not anyway responsible for any change of the properties of fly ash.
- b. Any bidder who requires to visit the site shall make own arrangement for the same.

3. Tender Inviting Authority

The General Manager (M & C), The West Bengal Power Development Corporation Limited,
Bidyut Unnayan Bhaban, 2nd Floor, 3/C, LA Block, Sector-III, Bidhan Nagar, Kolkata-700106.

Contact Person:- The Sr. Manager (PS) , M&C department, Corporate Office, The West Bengal Power Development Corp. Ltd., 6th floor , Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block, Sector-III, Bidhannagar, Kolkata-700 106 , Contact:03326813625/9830616477/ichaudhuri@wbpdcl.co.in

4. Specification of the ash brick machine

Machine type : 4 bricks semi-automatic plant

OEM: India Hydraulic & Colour Chemical , Panchasar Road, Moon Nagar Chowk, Morbi-363641 (Gujarat) Contact No.: 08905912080

No. of machines : 2(two)

Power requirement : 2 x 17 HP [7.5 HP motor (make : Crompton) for main press machine, 7.5 HP motor (make : Crompton) for pan mixer and 2 HP motor (make : Crompton) for conveyor belt]

Pressure : 80-100 Ton or 2500-3000Psi

Production : 6000-8000 pieces per machine per 8 hour shift

Brick size : 9inch x 4 inch x 3 inch

Capacity of pan mixer : 350 Kg per batch

5. Scope of work

5.1. Fly ash is to be collected by the successful bidder from the SILO of SgTPP .

5.2. The successful bidder has to utilize at least 150 MT per month and in totality 1800 MT per annum fly ash from SgTPP SILOs . However , supply of dry fly ash will be subjected to availability of requisite quantity of fly ash at SILOs of SgTPP at relevant point of time.

5.3. Bricks so manufactured shall be owned by the successful bidder.

5.4. The successful bidder shall be responsible for the following:

- (a) Operation of fly ash brick manufacturing machine
- (b) Marketing and sale of fly ash brick in open market.
- (c) Quality brick making conforming to IS 12843:2002
- (d) Investing of working capital for selling of bricks in market on cash & credit.
- (e) Transportation of bricks to market if required
- (f) Arrangement of raw materials that is i) OPC/PSC cement of IS brand, ii) medium sand, iii) Stone dust mixed with grit, iv) gypsum , lime if necessary
- (g) Transportation of fly ash from SILO to brick plant.
- (h) Maintenance of infrastructure associated with ash brick manufacturing unit.
- (i) Successful bidder shall be entirely responsible for the safety and security of the Fly Ash Brick Manufacturing machines and other equipment and the infrastructure.

5.5. Maintenance of machines involved in brick manufacturing needs to be carried out by the successful bidder by qualified and trained staff and **spares to be procured from OEM.**

5.6. Successful bidder shall **execute an AMC order with the OEM** within one month from the LOA being awarded to it and the same shall be submitted to the Engineer-in-Charge within 7 days of execution of the AMC Contract.

5.7. All other materials , manpower , facilities required for running the ash brick manufacturing unit has to be arranged by the successful bidder.

5.8. The successful bidder has to arrange for collection and transport of ash from the SILOS to the ash brick plant at its own cost.

- 5.9.** The bidder should inspect the site at SgTPP and should conform itself about the location , available land and facilities and parameters of the fly ash to be provided by WBPDCI. The WBPDCI is not anyway responsible for any change of the properties of fly ash.
- 5.10.** The successful bidder shall have to supply bricks to WBPDCI or to any vendor of WBPDCI as per applicable WBPWDSOR rate on priority basis within 7 days of requisition from the WBPDCI.

6. Facilities to be extended by WBPDCI

- a. Land :** Around 1600 Sqm. of land owned by WBPDCI is designated for the total set up of the ash brick plant and allied infrastructure that is plant shed with office room (not furnished) , toilet block , brickfield with fencing and the successful bidder shall be allowed by the WBPDCI to use the said plant and infrastructure for the purpose of manufacturing and storage of the ash bricks.

However, the permission for using plant and infrastructure shall in no way be construed as transferring the same to the bidder. The right, title and interest on this will remain solely with SgTPP/WBPDCI.

- b. Electricity** supply required for operation will be provided by WBPDCI. However the electricity charges thereof will be recovered from the successful bidder at actual.

WBPDCI shall generate monthly bill for the same within 5th of the successive month and the amount shall be payable by the successful bidder within 15 days from the date of receipt of the bill.

- c. Water:** Arrangement for water required to be done by the successful bidder. WBPDCI will extend necessary institutional help.
- d.** The WBPDCI will extend all institutional helps in getting requisite clearance from the statutory authorities (viz. in respect of pollution, Consent to Establish, Consent to Operate etc.). But all application and persuasion of the same to be arranged by the successful bidder.

7. General Guidance for e-tendering

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

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.

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.

8. Earnest Money

8.1. Value of EMD: Rs. 1 Lac (Rupees One Lakh only)

8.2. 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, WBPDCCL, 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 technical bid .

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

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.

- **There is no exemption in EMD.**

8.3. 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 WBPDCCL .

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 WBPDCCL .

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 WBPDCCL.

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 WBPDCCL , 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' towards performance guarantee and security of WBPDCCL's property.

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.

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

8.4. 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 liable to be forfeited as per discretion of the WBPDCCL Authority and other penal action may be taken as deemed fit.

iii. WBPDCCL 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.

9. Qualification requirement

- a. Bidder should be a Single Bidding Entity.
- b. The Bidder should neither presently have been blacklisted by, nor engaged in any enquiry or pending legal issue with the any State Government in India or Government of India. (Declaration duly Notarized deeds to be submitted by the bidder)
- c. The Bidder must have no adverse record or defaulter of undisputed statutory liabilities. (Declaration duly Notarized needs to be submitted by the bidder)
- d. Bidder should be an established Indian business organization who must have a minimum experience of 3 (three) years in fly ash utilization/ evacuation / brick and fly ash product (paver block, tile etc.) manufacturing and marketing / execution of civil works consisting of brick and concrete works (to be calculated from the date of submission of Bid).
- e. Average Annual Financial Turnover during last 03 (three) financial years i.e. FY 2021-22 , FY 2022-23 ,FY 2023-24 should be at least Rs. 5.3 Lac.
- f. The net worth of the bidder as on last date of each FY 2021-22 , FY 2022-23 ,FY 2023-24 should be positive.

10. Submission of Tender Documents

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 agendum / 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).

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 needs 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 uploaded by the bidders should be in only English language. Bid in any other language is liable to be rejected.

- Currency should be in INR.
- 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.

Original documents of EMD as BG and notarized declarations only as mentioned hereinabove should be submitted within the stipulated date and time in a sealed envelope to The General Manager, M&C , WBPDCCL, Bidyut Unnayan Bhaban, Plot – 3/C, LA – Block, Sec – III, Bidhannagar, Kolkata – 700 106. along with a forwarding letter mentioning PAN No, GST Registration Details and address.

11. 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.

12. Cover 1 Documents: Technical Bid

12.1. 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 alongwith copies of following documents [**to be submitted by the bidder , as and where applicable**] :

- i. Company details documents (as applicable) viz. Partnership Deed ,Co-operative society Bylaw, MOA, Trade License, Company Registration Certificate, CIN
- ii. Valid PAN Card and IT Return of AY2021-22 , AY2022-23, AY 2023-24
- iii. Valid GST Registration Certificate
- iv. Valid PF establishment code supported by latest PF return-cum-challan
- v. Valid ESI code supported by ESIC challan /Declaration on Workmen compensation
- vi. Professional tax registration certificate / return cum challan

Note : 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 .

12.2. Declaration as per annexure –II has to be submitted by the bidder .

12.3. Audited Financial Statements along with Audit report for last three consecutive financial years (last FY being FY 2022-23) to be submitted by the bidder .

12.4. Credentials suitably to substantiate the qualifying requirement as mentioned in clause no.9d viz. the completion certificate shall clearly indicate the main work order, ordered value and executed value of the work, scheduled and actual time of completion and must mention

about the successful completion of the entire work and performance of the bidder. The completion certificate shall be from appropriate/ ordering authority.

Note:

- *All declaration and undertakings 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.*
- *Subcontractor’s credentials are not acceptable. Credentials on working as a subcontractor are not accepted.*
- *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.*
- *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.*

13. 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 space /cell marked for quoting rate in the BOQ.

The quote of highest bidder will be accepted and shall be considered as successful bidder. The successful bidder shall have to pay a fixed amount monthly basis on account of usages of machine & infrastructure depreciation, interest on investment and other charges.

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

14. 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.
- 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) 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.
- 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 Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder.
- 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 highest quoted bidder and reserves the right to accept or to reject any or all the tenders or to split the whole work for entrusting the same to more than one agency/company.
- 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.
- 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 WBPDCCL 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 WBPDCCL and The WBPDCCL shall have no obligation to return the same to the Bidder for any reason whatsoever.

15. Amendment of bidding documents

- a) At any time prior to the deadline for submission of bids, WBPDCCL 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,

WBPDCCL 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. WBPDCCL 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 WBPDCCL 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) WBPDCCL 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.

16. Opening & evaluation of bid

A) Technical bid evaluation

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

All QR documents viz, declarations, annexures, statutory documents, credentials, financial documents will be checked. If EMD submitted in BG , non-receipt of hard copy at WBPDCCL shall lead to disqualification of the bidder.

The requirements as stipulated in the tender documents are the minimum ones and The WBPDCCL has the right to ask for any additional information, if necessary, in case the documents uploaded by the bidder are found inadequate. The WBPDCCL reserves its right to reject any tender, if the bidder is found not qualified to perform the work satisfactorily. The WBPDCCL 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 WBPDCCL reserves the right to assess the capability and capacity of the bidder, should the circumstances warrant such assessment in the overall interest of The WBPDCCL.

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.

B) Price bid opening & evaluation

- i) Price bids of the technically eligible bidders declared by the Tender Evaluation authority will be opened electronically from the e-tender portal .
- ii) Evaluation shall be done only on the total rate quoted in the BOQ sheet (including GST).

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.

17. Validity of bid :

- (a) Bid shall remain open for acceptance by the Owner for a period of One hundred Twenty (120) days from the last date of opening of the **technical** Bid. During this period the Bidder shall not withdraw or amend his Bid.
- (b) The quoted prices shall remain firm till completion of the contract.
- (c) Notwithstanding sub-clause (a) above, the Owner may obtain the Bidder's consent to extend the validity period of his Bid, as required. The request and response thereto shall be made in writing. A Bidder accepting the request will not be permitted to modify his Bid.

18. Selection of successful bidder

- i. WBPDCI reserves the right to select by the way of evaluation criteria determined internally in alignment with its strategic needs. However, the basic parameters for evaluation will be the price offer by the bidder and the experience in the relevant field and technical & financial capacity of the bidder as well.
- ii. Through tender process eligible bidder who quotes the highest offered value per month will be selected as successful bidder for production and selling of ash bricks by fly-ash brick manufacturing unit of SgTPP as well as O&M of the same.

19. 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.

20. Time of completion of job

Time of completion is the essence of the contract. The Bidder shall guarantee completion of the work by the deadlines given herein. The time shall be reckoned from the date of issue of LoA.

21. 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.

22. Cancellation of tenders

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

23. Deviation

Deviation is not allowed.

24. Commercial Terms & Conditions

24.1. Price

Basic quoted price per month includes a fixed amount on account of usages of machine & infrastructure depreciation, interest on investment and other charges alongwith cost to cover the entire scope of supply and work as stated in the relevant clause of the NIT. Basic price quoted should be without GST.

➤ The price quoted by the Bidder shall remain FIRM throughout the execution period of the contract. The Bidders shall quote as per BOQ uploaded in the e-tender portal.

24.2. Goods and service taxes

GST rate is 18% under “Heading 997319 –Leasing or services concerning other machinery and equipments with or without operator” as per CENTRAL GOODS AND SERVICES TAX ACT, 2017.

Any change in provisions of GST including applicability of certain provisions which for time being is deferred is deemed to be applicable in this order.

24.3. Terms of Payment

(a) The SgTPP/WBPDCCL will raise monthly invoices .

(b) 100% advance payment (equivalent to the value of one month with applicable rate of GST) on monthly basis has to be deposited by 25th of every month on account of usages of machine & infrastructure depreciation, interest on investment and other charges to be effected in the next month.

(c) Successful bidder has to maintain a monthly record of the quantity of fly ash lifted from the Silo and number of bricks manufactured. The same to be submitted to WBPDCCL on monthly basis for scrutiny and reconciliation.

(d) Party has to submit Utilization Certificate (Ash End User Certificate) in standard format and GST3B to the Environment & Safety Department must within 25th of the following month , failing

which the WBPDCCL shall be compelled to stop the issuance of dry fly ash till submission of the required documents.

(e) The amount of GST has to be borne by the bidder.

(f) The SgTPP/WBPDCCL shall generate monthly bill towards charges at actual against supplied electricity for the operation of brick manufacturing unit within 5th of the successive month and the amount shall be payable by the party within 15 days from the date of receipt of the electricity bill.

(g) Consequence upon failure of payment : failing which, the sum of invoices will be deducted from the performance security with a intimation to the bidder.

24.4. Contract Period

The contract period will be for **3 years**. While the agreement/ contract will be made for a specified term, it may be renewed further on satisfactory performance of the successful bidder and on revised terms and conditions.

24.5. Controlling Officer

The General Manager, SgTPP or his authorized representative.

24.6. Performance Guarantee & Security of WBPDCCL's Property

The successful bidder has to furnish a performance guarantee and security of WBPDCCL's property (Machines, shed etc.) in the form of BG from any nationalized bank or in the form of Demand Draft amounting to Rs. 10 lakh (Rs. 5 lakh each for PG & WBPDCCL's property). The BG should remain valid for entire period of contract from the date of signing of agreement with WBPDCCL. Both the securities will be refunded without any interest after expiry of the contract on certification of engineer-in-charge on successful operation and running and handing over to WBPDCCL all the installations (WBPDCCL's property) in proper condition.

25. Special terms & conditions

25.1. Signing of Contract Agreement

The WBPDCCL will enter into contract agreement with the successful bidder on agreed terms and conditions.

Successful bidder must submit contract agreement in non-judicial stamp paper of appropriate value duly filled in all respect to the order issuing authority for acceptance before commencement of works / Services, as per provisions of the contract but not later than 30 (Thirty) days from the date of issuance of LoA. The said agreement (to be submitted in duplicate) will be duly signed by both authorized representative of WBPDCCL and authorized representative of successful bidder.

25.2. The WBPDCI will have no role in running of the ash brick manufacturing plant of SgTPP and marketing of the product through requisite logistic. This will be the sole responsibility of the successful bidder.

25.3. The successful bidder shall have to supply bricks to WBPDCI or to any vendor of WBPDCI as per applicable WBPWDSOR rate. The WBPDCI or any reference of WBPDCI should be the first priority for supply of bricks in case of heavy demand. The Deputy General Manager (F&A)/SgTPP, WBPDCI shall be the paying authority for supply of bricks to WBPDCI from the successful bidder.

25.4. After expiry of the contract/ agreement period, the successful bidder shall handover all the facilities developed by him in the plant area to the plant authority on 'as is where is' basis without any charge.

25.5. Safety Requirements

- (a) The agency shall ensure safety and security of all its personnel , working at different places in connection with this work and shall be fully responsible for the same . All safety PPE like safety tools and tackles , helmets , goggles , gas masks , respiratory masks , gumboots , safety shoes , safety belts etc. wherever required shall be provided by the agency . The agency shall also maintain safety and security of all WBPDCI property .
- (b) WBPDCI in no way shall be responsible for safety of the workmen of the agency and for any unwanted incident.
- (c) The loading of the dry fly ash to the browser/bulker from the plant premises as well as manufacturing of bricks at the Fly Ash Bricks Manufacturing Unit at SgTPP must be carried out under the close supervision of a safety supervisor from the end of agency .
- (d) The agency must intimate (through a letter) the name of the concerned Safety Supervisor to the SgTPP Authority after receiving the order.

25.6. On the ground of noncompliance of the terms of payment and safety requirements , the SgTPP authority will be compelled to take appropriate action towards suspension (till fulfilling the stated conditions under clause 24.3 and 25.5) in respect of lifting the dry fly ash from SGTTP after necessary intimation .

25.7. Termination

- (a) The WBPDCI will be at liberty to terminate /void the agreement to the successful bidder and the take back the ash brick manufacturing unit, if the successful bidder fails to start and operate the same within the specified time frame.
- (b) WBPDCI reserves the right to close /cancel the contract at any stage without assigning any reason whatsoever.
- (c) WBPDCI also reserves right to terminate the contract in case of non-performance.

26. General conditions of contract

26.1. Definitions

In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires –

- a) "Client/Corporation/Owner/Purchaser" means the WBPDCI incorporated under the companies act 1956 having registered office at Bidyut Unnayan Bhaban, Plot no. 3/C, LA- Block, sector III, salt

Lake City, Kolkata- 700106, India with which the selected Bidder signs the Contract for the Services/Works.

- b) “Awardee” means the bidder on whom LOA awarded by WBPDCCL and who will enter into a contract with WBPDCCL in the matter.
- c) The “Bidder” means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals on the persons composing the firm or company or the successors of the firm or company and the permitted assigns of such individual or firm or company.
- d) The “Engineer-in-Charge” means, the officer entrusted to supervise the work or part of the work as per provision of the contract.
- e) “Approved” or “Directed” means, the approval or direction of the Client.
- f) A “Week” means, seven days without regard to the number of hours worked or not worked in any day in that week.
- g) A “Day” means, the day of 24 (twenty four) hours irrespective of the number of hours worked or not worked in that day.
- h) A “Working Day” means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the District where the work is carried out or as laid down in the State Regulation.
- i) “Contract” means an agreement to be entered into by and between WBPDCCL and the Awardee and which is enforceable by law. Such contract shall be legal agreement containing legal obligations on both the parties.
- j) “Appropriate Government” means the Government of West Bengal
- k) “Personnel” means professionals and support staff deployed by the by the agency and assigned to perform the Services or any part thereof.
- l) “Proposal” means the Technical and as well as the Financial Proposal.
- m) The “Work” means, the work described in the tender documents in individual work-orders as may be issued from time to time to the Bidder by the Engineer-in-Charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.

26.2. Award of contract:

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

The successful bidder firm shall confirm unconditional acceptance by returning a signed copy of the LOA within 7 days from the date of placement of LoA.

Note : Subject to evaluation complying the terms mentioned in this NIT, bids **with highest** valid rate shall normally be accepted.

i) WBPDCCL shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful bidders as regards non-acceptance of their bids. Except for refund of EMD, if asked for, to unsuccessful bidders, WBPDCCL shall correspond only with the successful bidder.

ii) After award of work –

a)bidder shall obtain necessary insurance coverage under Employees’ Compensation Act, 1923 for the employees who are out of ambit of ESI Act 1948;

b)bidder shall apply for and obtain the labour license, ESI registration from the Labor Department/authorities of the West Bengal State Government.

c)Copies of insurance premium receipt in case of Employees' Compensation Act, 1923 to be submitted too.

26.3. Effective date

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

26.4. Canvassing prohibited

Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Facilitators who resort to canvassing will be liable to rejection.

26.5. 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.

26.6. Observance of statutory compliances

Contractor shall have to ensure all statutory compliances and have to observe, perform and comply related to execution of the job.

However, the WBPDCCL will not bear any financial liabilities of the workers to be deployed by the agency/contractor.

26.7. Appointment of sub-contractor by contractor

The contractor shall not sublet the work or engage any sub-contractor for executing the work .

26.8. Safety clauses

The agency shall take all safety measures during the work as per the safety rules in consultation with the Controlling officer. The agency 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 during the execution of the work.

- i. The agency shall ensure safety and security of all its personnel working at different places in the brick manufacturing unit & shall be fully responsible for the same. All safety PPE like safety tools and tackles, helmets, goggles, gas masks, respiratory masks, gumboots, Safety shoes, safety belts, full-body safety harness etc. wherever required shall be provided by the agency. The agency shall also maintain safety and security of all WBPDCCL property and its delivery personnel both at the plant premises & brick manufacturing unit.
- ii. The agency will be solely and wholly responsible for any non-compliance of the safety measures, implications, injuries, fatality and compensation arising out of such situation that may occur during the execution of the work or property of any description whatsoever which may be caused by or result during the execution of the work.
- iii. WBPDCCL in no way shall be responsible for safety of the agency's workmen and for any unwanted incident.

- iv. The activities viz. (1) Loading of dry fly ash into the Browser/Bulker from SgTPP as well as (2) Brick Manufacturing Process at the said brick manufacturing unit should be conducted under the vigilant supervision of the safety supervisor engaged by the agency.
- v. Engagement of Safety Personnel: -Contractor who have 200 or more worker must engage qualified Safety personnel in order to ensure the implementation of safety requirement of the work area and the contractor who have less than 200 worker must engage one of his qualified employee as a safety co-coordinator who shall liaise with the WBPDCCL safety officer on matter relating to safety and his name shall be displayed on the notice board at prominent place at the work side.
- vi. The Agency will ensure medical examination for its workers before commencement of any work and once in every year by qualified medical doctor.
- vii. First Aid Box should be mandatorily available at the site.
- viii. Equipment shall operate only by the trained/competent and designated employee/worker.

26.9. Termination of contract

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 WBPDCCL 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 WBPDCCL/ 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 contractor which in the opinion of the management is detrimental to the interest of the WBPDCCL.

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 WBPDCCL.

C. TERMINATION OF CONTRACT FOR WBPDC/CL'S FAILURE/CONVENIENCE

After placement of the contract, there may be an unforeseen situation compelling WBPDC/CL to cancel the contract. In such a case, the WBPDC/CL reserves the right to terminate the work by giving 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. The measurement of the work shall in such eventuality, be taken upto the date of such termination by the WBPDC/CL.

D. RECOURSE AVAILABLE TO WBPDC/CL 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 performance security/EMD as the case may be ;
- 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 agency/firm. The additional cost over and above the contracted price incurred for execution of the unexecuted portion of works shall be charged to the agency/firm.

26.10. 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 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:

- (a) the High Court (in case of a domestic arbitration) or
- (b) the Supreme Court of India (in case of International Commercial Arbitration) or
- (c) any person or Institution designated by such Court referred to above at Clause a) & b) above.

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.

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

26.11. Governing law & legal jurisdiction

This NIT and subsequent contract 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).

26.12. BLACKLISTING

For suspension/ blacklisting/ debarring, procedures as laid down under the WBDCL'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 sub-agency of the participating bidder, WBDCL 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.