



NOTICE INVITING TENDER NO.:
WBPDC/CORP/NIT/E1873/24-25

Tender ID: 2024_WBPDC_709099_1

PUBLICATION DATE : 08.07.2024

Tender –cum-Forward eAuction Document For

**“SALE OF 7 Lac CuM SETTLED ASH FROM ASH
POND OF BKTPP ,WBPDC”**

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

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

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

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

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

The West Bengal Power Development Corporation Ltd.(WBPDC) is interested to sale settled ash from Ash Pond of its Bakreshwar Thermal Power Station, in PO: Bk.T.P.P , Dist: Birbhum ,West Bengal : 731104 .

ETender-cum-Forward eAuction is hereby invited by the General Manager (M&C), Corporate, The West Bengal Power Development Corporation Limited for " Sale of **settled ash 7,00,000 Cum from BKTPP Ash Pond**" by **excavating , evacuating , transporting and further disposing in eco-friendly manner as per MoEF &CC guidelines issued from time to time** from interested Agencies/Companies through electronic tendering (e-tendering).

Interested buyers are requested to go through the tender document carefully before participating the Tender cum forward eAuction process.

Bidders may inspect the work front / site and satisfy themselves about the working condition before submitting the tender.

INFORMATION TO BIDDERS

1. **Title of the NIT** : **TENDER-CUM-FORWARD EAUCTION FOR SALE OF 7 Lakh CuM SETTLED ASH FROM ASH POND OF BKTPP ,WBPDC**
2. **NIT NO.** : **WBPDC/CORP/NIT/ E1873/24-25**
Tender ID: 2024_WBPDC_709099_1
3. **Scheduled dates of e-tendering :**
 - i) Publishing Date /Document Download start date/ Technical Bid submission start date : **08.07.2024 at 15:00 hrs.**
 - ii) Inspection Date : Any working day (except Sunday & Holiday) (From 8:30hrs to 11:30hrs, & 14:00hrs to 17:30Hrs) till the day before the e-auction.
 - iii) Technical Bid submission end date : **26.07.2024 at 12:00 hrs.**
 - iv) Technical Bid opening date : **29.07.2024 at 12:00 hrs.**
 - v) Uploading of Technical Bid Evaluation sheet : **30.07.2024 at 11:00 hrs.**
 - vi) Forward eAuction date : **30.07.2024 at 12:00 hrs.**
 - vii) Uploading of Financial Bid evaluation sheet : To be notified later
 - viii) Uploading of AOC : To be notified later
4. **Mode of tendering** : Open E-Tender cum Forward eAuction
5. **Auctioned Quantity of pond ash** : 7 Lakh CuM (buyer has to quote for full quantity)
6. **Material condition** : Stock + Arising, "AS-IS-HERE-IS & NO-COMPLAINT" basis

7. **Contract Period** : 6 months
8. **Bid Security/ EMD** : Rs. 1,20,000 (Rupees One Lakh Twenty Thousand only)
9. **Performance Security Deposit** : **5% of contract value**
10. **Name, Designation, Address of the tendering authority** : The General Manager(M&C) , Corporate
The West Bengal Power Development Corp. Ltd.
2nd Floor ,Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block, Sector-III, Bidhannagar,Kolkata-700 106
11. **Contact Person for Inspection** : 1.SANDIP ROY, Additional General Manager(Civil)
BKTPP, 8336904054,sroy@wbpdcl.co.in
2.ARUNABH SEN, Manager(Civil) , BKTPP, CIVIL-OPH, a.sen@wbpdcl.co.in
12. **Address for Communication** : 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

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1. GENERAL GUIDANCE OF E-TENDERING

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

A. REGISTRATION OF BIDDERS

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

B. COLLECTION OF TENDER DOCUMENTS

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

2. EARNEST MONEY DEPOSIT

A) Value of EMD: Rs. 1,20,000 (Rupees One Lakh Twenty Thousand only)

B) Mode of submission:

EMD shall be submitted ONLINE through this portal.

C) 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.

Unsuccessful bidders are those against which no AOC (Sales Contracts) has been issued.

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 .

Rejected bids are those bids which are technically rejected after technical evaluation .

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 .

iv. In case of successful bidder: EMD (deposited through ONLINE) will be refunded against a request letter to the GM (M&C),Corporate, the WBPDC/CL , 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 SD submitted through RTGS/NEFT /online , then EMD 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 .

Successful bidder is the bidder against which AOC(Sales contract) have been issued.

There is no exemption in EMD.

No interest shall be payable by the WBPDC/Corp on the Earnest Money that is refunded to unsuccessful bidders under any circumstances.

D) Forfeiture of Earnest Money:

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

- i. For failure of bidders to accept and comply the Sale intimation letter placed within the validity period of their bids.
- ii. Any deviation in the payments Terms (including extension, if any) mentioned in the Sale Intimation letter will not be entertained at any time, without any approval of the WBPDC/Corp authority; otherwise EMD will be forfeited with the approval of the WBPDC/Corp authorities.
- iii. WBPDC/Corp 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. For failure to submit contract performance guarantee within stipulated date as per sale intimation letter .
- v. On providing false or incorrect information in respect of qualifying requirement or any other information.
- vi. Other conditions mentioned in this tender document.

3. QUALIFYING REQUIREMENT

All bidders, fulfilling the following criteria, are eligible to participate in the Tender cum eAuction process :

- i. Bidders who have submitted Annexure-I (To be filled only in bidder's letter head, signed and attached) Certificate confirming the availability of Staff / Manpower , Machinery & Equipment
- ii. Bidders who submit declaration as per prescribed format (Annexure – II), executed on nonjudicial Stamp Paper, duly Notarized), duly signed by authorized signatory of bid, confirming that they will utilize / ensure utilization of ash (bought under the subject Tender cum eAuction) under Eco-friendly avenues as per MOEF&CC extant

Notification and should take responsibility regarding transportation maintaining environmental norms of MoEF&CC.

4. SUBMISSION OF TENDER DOCUMENTS

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

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

Bidders are required to upload all the tender documents along with the other documents, as asked for in the tender and the addendum / 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 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.

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

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

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

1. **Buyer information sheet as per Annexure-IV** 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 :

- i. Company details documents (as applicable) viz. Partnership Deed ,Co-operative society Bylaw, MOA,Trade License, Company Registration Certificate
- ii. Valid PAN Card and IT Return of **AY2021-22, AY2022-23 AY2023-24**
- 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

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 mentioning that if any claim arises in future i.r.o. statutory liabilities , they have to bear the responsibility .

2. Declaration as per Annexure –II
3. Certificate as per Annexure-I

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.**
- 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.

B. COVER 2 : FINANCIAL BID

The financial proposal has to be submitted in Finance Cover as per decrypted BOQ sheet.

The bidder should fill up the BOQ with quoted value.

BUYER SHOULD NOT CONSIDER GST IN THEIR QUOTED VALUE. GST @5% or as applicable has to be paid as extra alongwith TCS@1%.

Once completion of quoting rates in both of the sheets the bidder must encrypt the rates and upload the same with digitally signed. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder).

Evaluation will be done only on the basis of rates quoted in the BOQ sheet excluding GST.

5. AMENDMENT OF BID DOCUMENT

a) At any time prior to the deadline for submission of bids, WBPDC/Corp 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/Corp 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 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 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 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.

6. 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.

7. 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 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 WBPDCI 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 WBPDCI and The WBPDCI shall have no obligation to return the same to the Bidder for any reason whatsoever.

8. OPENING & EVALUATION OF BID

A) OPENING OF COVER 1 : TECHNICAL COVER

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

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

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

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

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

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

B) TECHNICAL BID EVALUATION

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

All declarations, annexures and statutory documents alongwith QR documents will be checked for evaluation of the qualified bidders.

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.

➤ **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 . Bidder should answer the clarification within the 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. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate

can be asked for and considered. However, no new contract shall be asked for so as to qualify the bidder.

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, WBPDC reserves the right to cancel that bid unilaterally.

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 in the web portals.

C) TENDER CUM FORWARD AUCTION

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

ii) Without disclosing the name of the H1 bidder, forward auction is conducted on a pre-scheduled date considering H1 rate as the starting rate. Only qualified bidders are allowed to participate.

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

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

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

vi) The last quote is then considered as the final H1 rate.

Bidders in their own interest are advised to get themselves acquainted with the Forward Auction process of NIC Portal by getting their Authorized Signatory trained beforehand

D) PRICE BID EVALUATION

Once the auction is frozen, the Tender Inviting Authority will open financial bid and go for financial bid evaluation.

H1 bidder/s as per eAuction result subject to evaluation shall be declared as successful bidder for taking pond ash from BKTPP for total quantity quoted in the BOQ.

All statutory duties / taxes / levies shall be charged extra.

Note :

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 WBPDCI.

iii) Evaluation by The WBPDCI 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 WBPDCI has the right to ask for any additional information, if necessary, in case the documents uploaded by the bidder is found inadequate. The WBPDCI reserves its right to reject any tender, if the bidder is found not qualified to perform the work satisfactorily. The WBPDCI reserves the right to reject any tender, at any stage, if the bidder

is found to have become qualified by giving incorrect and/or false information.

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.

E) AWARD OF CONTRACT

The bidder shall be awarded the quantity at discovered price (H1 price discovered through eAuction) .

H1 bidder will get the priority to take the pond ash at the discovered H1 rate as per BOQ quantity .

Award price: H1 price discovered through eAuction is discovered Price and it shall be the award price and shall remain firm for whole contract period.

However, The WBPDC does not bind itself to accept the highest 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) 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.**

9. BID VALIDITY

The required validity of the "Bid offer" is for a period of 60 days from opening of the financial bid.

In exceptional circumstances, prior to expiry of the original time limit, WBPDC/Corp 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.

**10. 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.

11. 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.

**12. CANCELLATION
OF TENDERS**

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

TECHNO-COMMERCIAL TERMS & CONDITIONS

13. CONTRACT PRICE

The contract shall be a fixed rate contract other than GST.

Sale Rate quoted in the tender shall remain firm till the end of the contract period including all authorized time extension(s) for completing the work as may be allowed by the WBPDC/Corp from time to time.

During this period no revision in rates on account of market fluctuations or on account of any act of Government/Local Bodies/any other agency will be permitted.

Buyer(s) will execute the entire work including all additions/subtractions/amendments/modifications etc. at the rate quoted in the tender and accepted by the WBPDC/Corp.

No escalation in rate due to any reason whatsoever will be permitted.

GST shall be paid as extra as applicable.

14. DATE OF COMMENCEMENT

The date of commencement must be within 10th day from the date of placement of Letter of Award or as per discretion of controlling officer.

15. COMPLETION PERIOD

The completion time shall be Six (06) months from the date of placement of LoA. Completion time includes all the off days & holidays during the execution period, time required for pre-work & post-work measurement and mobilization of man power, machineries & equipment etc. Work may be carried out 24 hours during the working days as well as on Sundays and holidays.

16. PAYMENT TERMS & CONDITIONS

- i. Firm Sales contract will be issued only after deposition of 50% of the total contracted sale value and Security Deposit against issuance of sale intimation letter from the WBPDC/Corp within 7 Working days from the date of issue of sale intimation letter .
- ii. The balance payment of contracted sale value shall be deposited within 3rd month of award. Failure to deposit the balance amount by the end of the specified month will incur a penalty of 2.50% of the contract value (including GST), to be charged from the defaulter from the outstanding amount/SD .
- iii. A/C details of WBPDC/Corp thermal power station Account will be mentioned in the sales intimation letter/contract/order

17. CONTRACT PERFORMANCE SECURITY DEPOSIT

Security amount : 5% of the sale value .

Refund of Initial Security Deposit:

Conditions to be fulfilled for refund of initial security deposit after the successful completion of Lifting of the material as per sales contract:

- a) Completion of full payment as per Sales contract / Sale intimation letter, including penalty amount (if any)
- b) Submission of lifting completion certificate duly certified by the Controlling officer as mentioned in sales contract.
- c) Submission of Affidavit -III.
- d) Respective bidder(s) must request to the controlling officer to get refund of initial security deposit along with the lifting completion certificate.
- e) No interest shall accrue on SD Value.

18. PENALTY

- a. Any penal measures imposed by statutory authority due to deviation of law of land / guide line/ notification while evacuation , transportation and disposal of pond ash the said penalty will automatically be imposed on the agency for such disposal and total penalty for such disposal shall be borne by the agency.

b. If the progress is found to be poor, joint measurement with the agency may be taken at any point (from the commencement of excavation work) of time & penalty @2.5% of the selling rate of the non-executed volume on pro-rata basis of the targeted progress of minimum monthly excavation of pond ash 80000 CuM will be charged in each occasion. Such penalty shall be cumulative in nature till the end of the contract & shall be deducted from the advance amount /SD. This cumulative withheld amount shall be reconciled with the overall penalty amount @2.5% of selling rate on non-executed quantity calculated at the end of the contract.

19. SCOPE OF WORK

a. Evacuation / Utilization of settled ash 7 Lakh m³ by with excavation of the ash pond of BKTPP as per MOEF &CC notification dtd.31.12.2021. **Minimum evacuation rate shall be 1,20,000 Cum.per month.**

b. Machineries to be deployed for the above: excavating machineries and other accessories like pay loader, dozer, roller, dumpers, water tankers etc

c. Evacuated / Excavated ash to be loaded into dumpers at working site

d. Transportation after covering the said dumpers with tarpaulin etc. to have a nuisance free transportation through roadway /railway / waterways etc.

e. Unloading of the ash-filled dumpers at the destination points of approved disposal area conforming to clause no.A (2) (si.no. (i) to (xi)) of "MOEF &CC notification dtd.31.12.2021" viz. construction of road and flyover embankment, construction of dam , filling up of low lying area , filling of mine voids etc.

f. Approved disposal areas should be arranged by the agency on its own, beyond a distance of 6 KM radius from the Ash Pond.

g. Necessary clearances / permission in the form of No-objection certificate (NoC) from the respective land owner/s or coal mine authority allowing disposal of such evacuated ash in his/their land/mine/quarry has to be arranged by the agency and submitted to the department in terms of MOEF &CC notification dtd.31.12.2021.

h. For utilization of excavated ash carriage of the excavated ash (through roadway/ railway/ waterways) to be done for any distance in **eco-friendly manner** for any lead, lift at both loading and unloading points and transportation of the same for a distance beyond 6 KM radius from the point of loading.

- i. Dressing of ash/earth at desired level at disposal areas to be carried out including covering up (wherever applicable) the filled ash with minimum 500mm compacted thickness of earth after attaining the required level, as per direction of the Engineer in charge (EIC) authorized by the Controlling officer, and in line with all rules, notification and guide line of Ministry of Environment, Forest and Climate Change and other concerned departments/authorities. Green covering is to be developed on the top of the soil blanket to protect from erosion and dust suspension.
- j. No leakage and no spillage of ash from dumper should be maintained.
- k. Sprinkling of water is required to be done at the loading point as well as the unloading point including movement road to prevent environment pollution.
- l. **Suitable approaches** to be made by the agency on their own cost at the ash pond area in different level/stages of excavation of ash for easy and smooth movement of excavating machineries like excavators, dumpers etc. and other associated vehicles.
- m. Excavations for the purpose of utilization of ash should be done maintaining correct profile, slope and providing proper berms at respective levels without damaging and disturbing the safety and stability of the existing embankment of the ash pond including mending and rectification of any damage portion of the existing ash pond embankment due to excavation, transportation etc. as per direction of the Controlling Officer or his authorized Engineer -in-charge.
- n. Dewatering work of ash pond and excavated pits necessary for execution of work arising out of seepage, rains etc. from the excavated pits to be done by the agency on their own cost, as the work may have to be carried out in running Ash Pond.
- o. The work in totality must be executed in eco-friendly manner and should be free from fugitive ash emission.
- p. Measurement will be made on the basis of pre-work and post-work level of the ash pond.

20. OBLIGATION OF THE AGENCY

- a. The Buyer shall follow all statutory requirements to comply with the prevailing provisions of the following acts and rules and notifications of regulatory bodies from time to time:

- i) The Factories Act, 1948 / the building & other construction workers (Regulation of Employment and Condition of Service Act, 1996)
 - ii) The Water Prevention and Control of Pollution Act, 1974.
 - iii) The Prevention and Control of Pollution Act, 1981.
 - iv) The Environment Protection Act, 1986.
 - v) Manufacture, Storage and Import of Hazardous Chemical Rules, 1989.
 - vi) Hazardous Waste Management and Handling Rules, 1989.
 - vii) The National Environmental Tribunal Act, 1995.
 - viii) All pollution control bodies like State Pollution Control Board or Pollution (SPCB), Central Pollution Control Board (CPCB), Pollution Control Committee (PCC) in the relevant working area.
- b. The work shall be executed strictly in conformity with scope of work, techno-commercial terms and conditions, General Terms & Conditions of Contract and enclosed Safety Clause unless anything contrary to the same has been stated in the sales contract and shall follow / comply all norms / regulations / acts / rules / notifications of statutory / regulatory bodies time to time.
- c. Intending bidders should note that they will have to work simultaneously with Buyers already entrusted or Buyer to be entrusted in future with other works in the same site. They will have to work in close cooperation with all the engaged Buyers.
- d. Before starting of the work, the Buyer shall have to prepare a Bar-chart for execution of the work for getting approval of the Engineer-in-charge and approved copy of the same shall have to be kept on the work site for guidance of the engineer –in-charge or his authorized representative.
- e. All the relevant IS codes should be strictly adhered to for consumables, execution methods etc. of the relevant work.
- f. Due to exigency cropped up in Plant operation, the area/work front may be taken over at an early date on 'as is where basis' condition.
- g. It will be imperative for the bidder to fully inform / conversant himself of all local conditions and factors, which shall have any effect on the execution of the work covered under these documents and specifications.
- h. The Buyer shall build at his own cost a suitable site office and necessary stores on the portion of the land allotted to him in an approved manner. The Buyer shall maintain and keep his office and stores in good state of repairs throughout the execution of the works. Soon after completion of the works and when

instructed by the Engineer-in-charge, the Buyer shall remove offices, stores, all buildings and campus constructed on the allotted portions of the land within the site. The removal shall be completed before the final payment is made to the Buyer under the contract. Removal shall also mean clearing of all rubbish, debris, leveling and filling, if any so as to leave the site in clean and tidy condition.

- i. Mode of measurement will be guided by the provision of WBPWD schedule of works unless otherwise specifically mentioned in the relevant order, GCC and SCC for civil works of the BKTPP, WBPDC
- j. All the quantities will be fixed up on the basis of periodic measurement pertaining to pre-work and post work levels of the surface area.
- k. Maintaining drainage system for environment pollution control during and after each time of transportation from ash pond to disposing places through any kind of roads, whether private or public. Buyers shall maintain the roads thoroughly cleaned and take all the measures to avoid any hazards and public inconveniences. All cost in this regard is to be borne by the Buyer. This cost is deemed to be included in the quoted rate.
- l. The Buyer is to arrange for preventing measures against spreading/ blowing of ash at the adjoining areas of ash pond and ash filled grounds. In the event of any damage occurring to any work included in the contract through settlement of ground, slips, flooding or any other causes, whether due to negligence on the part of the Buyer or otherwise, the Buyer must reconstruct, repair and make good any such damaged work at his own expense to the full satisfaction of the Engineer-in-Charge.
- m. The Buyer shall give all necessary personal supervision during the execution of the work and shall constantly employ at least one good, properly qualified and fully authorised agent to manage or direct the work in his absence and such agent shall receive and execute all instructions and directions as may be given by the engineer-in-charge or his authorised representative from time to time.
- n. Loading, unloading, transportation, storage and disposal of Pond Ash shall be done in an environmentally sound manner as per rules, notification and guide line of Ministry of Environment, Forest and Climate Change and other related departments/authorities. During excavation the bed of the ash pond, approaches inside the pond at different stages should be prepared suitably for easy and smooth movement of excavators, dumpers etc. During transportation all dumpers shall be properly covered to avoid any spillage of ash on the roads as per the

guideline of Ministry of Environment, Forest and Climate Change and other related departments/authorities.

- o. Rectification / mending of any damage portion of the ash pond embankment due to excavation, transportation etc. has to be taken up by the agency on their own cost as per direction of the Controlling Officer or his authorized representative.
- p. It shall be the responsibility of the transporters or vehicle owner to deliver ash to authorized Seller or user Agency and if it is not complied, then environmental compensation will be imposed on noncompliant transporters by State Pollution Control Board (SPCB) or Pollution Control Committee (PCC) as per latest guideline of Ministry of Environment, Forest and Climate Change.
- q. Road cum Railway mode of transportation ,conforming to guidelines laid down under MOEF&CC notifications as well as sl.no.25.(a) and other terms mentioned in this NIT as and where applicable , are allowed subjected to acceptance of the Controlling Officer.

21. OBLIGATION OF THE WBPDCI

As per guidelines for Pond Ash Evacuation and disposal mentioned under latest " Guideline for Management & Disposal of Dry Fly Ash, Pond Ash, Cenosphere And Associated Products " of the WBPDCI.

A Hindrance register should be maintained at work site to record various hindrances encountered during the course of execution on day to day basis and signed by the agency and the WBPDCI representatives .

22. SPECIAL CONDITIONS RELATED TO EXECUTION OF WORK

i) Electricity and water (for drinking purpose as well as other purposes) shall have to be arranged by the working Buyer at his own cost.

ii) Necessary accommodation for staff, operators and other labourers who will be engaged for this operation shall have to be arranged by the working Buyer at his own cost.

iii) Compliance with statutory requirements as regards to workmen to be engaged by the Buyer:

a) The Buyer is to pay wages to all workmen to be engaged by him under sales contract as per the wages pattern in vogue applicable for Buyer's workers at WBPDCI Plant at the relevant point of time.

b) The WBPDCI, being the principal employer, shall ensure the presence of his authorized representative(s) at the place and time of disbursement of wage by the Buyer to its workmen, and it shall be the duty of the Buyer to ensure the disbursement of wages in the presence of such authorized representative(s) of PLANT. An

intimation in accordance to Rule 71 (WB Contract Labour (R&A, 1972) has to be served to the principal Employer.

c) Statutory provisions in terms of the payment of wages act are to be strictly adhered to.

d) Rate of wages, wage period and date of disbursement of wages shall be suitably notified by the Buyer for information of all the workmen to be engaged by the said Buyer. The (HR&A) wing, PLANT, should be informed of the above particulars well in advance, thus enabling the said department to witness the above payment of wages. Records of wages disbursed to the workmen must be submitted to (HR&A) wing, WBPDCI Plant; otherwise the next month's payment by the WBPDCI to the Buyer will be withheld. The relevant photo copies (in duplicate) of labour wages payment slip of every month shall have to be submitted to the controlling officer of this contract on completion of every calendar month.

e) Pertinent records are to be made available at site office of the Buyer for inspection by the (HR&A) department PLANT, as well as duly authorised inspectors to be deputed by govt. of West Bengal labour department from time to time.

iv) **Provident Fund:**

From the first day of engagement of any workman / employee by the Buyer under the sales contract, the said workman/ employee shall be member of the provident fund of the Buyer's firm. A copy of the membership details is to be sent to the regional provident fund commissioner and a copy of the same shall be furnished to (HR&A) department, PLANT, for verification and certification, before claiming the periodical / monthly bill. Three copies of P.F. contribution deposition challans, copies of form 12 a(r) duly received by P.F. authority and a statement showing individual contribution as per specific format required under para-36b of E.P.F. scheme- 1952, shall have to be submitted within 7th day of the next month together with a list of workmen / employee in respect of whom P.F. contribution has been deposited to the appropriate authority. All relevant records pertaining to deposition of P.F. contribution etc. shall be made available at the Buyer's site office for inspector as well as for inspection by the (HR&A) department PLANT, wing as and when required. Buyer has to submit all relevant documents and papers to (HR&A) wing PLANT, as required for IR clearance for release of final bills & security deposit after completion of contractual period.

v) **Compliance of the provisions under the Contract Labour (Regulation & Abolition) Act, 1970 :**

The Buyer must obtain license under the above act and for further information and guidance the Buyer may contact, (HR&A) wing PLANT.

vi) Insurance for workmen's compensation :

The Buyer shall take insurance policies to cover risks involved and all administrative arrangements and incidental jobs thereto are to be undertaken by the Buyer. In the event of furnishing of incorrect and incomplete information or non-furnishing of information, on the part of the Buyer, resulting in non-admission of claim to the insurance company, the Buyer shall be liable to pay the compensation to the concerned Workman at his own risk and peril. The WBPDC shall not be liable for any damage for which compensation is payable in consequence of any accident or injury to any workman due to the aforesaid act on the part of the Buyer. The Buyer is to indemnify the WBPDC against the payment of above workmen compensation. As regards the rate of insurance premium and other administrative formalities, (HR&A) wing PLANT may be contacted.

vii) Insurance for public liability and property damage:

The Buyer shall have to abide by the rules & regulations framed by PLANT authority which may change from time to time in the interest of the Power Station i.r.o. Public liability insurance act, 1991.

viii) Gate Pass

All tools and tackles required for execution for the job under this contract are to be supplied by the main Buyer. The Buyer shall have to comply with the applicable practice followed at PLANT to obtain gate pass.

ix) Identity card

The Buyer must issue the identity card (in Form (xiv) under the West Bengal Contract Labour Regulation & Abolition rules, 1972) to each of his workmen to be deployed at PLANT and the said identity card shall be in possession of concerned workman while on duty at PLANT.

x) Withdrawal of workmen

In case any workman is found hampering the interest of the Power Station in any way, The WBPDC reserves the right to take appropriate action. In such case, the Buyer shall have to replace such workman within 24 hours notice served by the PLANT authority. The Buyer will have to quit with all his men, materials and equipment within seven days after expiry / completion / cancellation of sales contract.

xi) Safety checking

Controlling officer or safety officer at his discretion may check / examine any of the Buyers" tools / scaffolding/working condition

etc. In case of dissatisfaction, he may suspend the job temporarily till the Buyer takes proper remedial measure.

xii) Labour licence

The principal employer's certificate will be issued by The WBPDC for the purpose of obtaining labour licence from the concerned registering officer under Contract Labour (Regulation & Abolition Act, 1970) and rules framed there-under, as may be applicable.

xiii) Prosecution

Any person under Buyer's payroll is liable to be prosecuted, if found entangled to any miscreant activities prejudicial to interest of the WBPDC vis-a-vis public within the jurisdiction of PLANT.

xiv) Statutory requirements

The Buyer should follow all statutory requirements under the factories act, 1948 / the building & other construction workers (regulation of employment and condition of service act, 1996) as may be applicable.

xv). Pollution control

The Buyer shall take all steps to follow and comply with:

- a) The water prevention and control of pollution act, 1974.
- b) The prevention and control of pollution act, 1981.
- c) The environment protection act, 1986.
- d) Manufacture, storage and import of hazardous chemical rules, 1989.
- e) Hazardous wastage management and handling rules, 1989.
- f) The national environmental tribunal act, 1995.
- g) All other acts & rules in connection with pollution control in the relevant working area.
- h) The Buyer shall be fully responsible for any violation of Pollution Act, if occurred during collection and transportation.

xvi). Occupational health care

Buyer shall be duty bound to take all necessary steps towards ensuring occupational health care of his workmen working at PLANT as required under West Bengal factories rules, 1958 / the West Bengal building & other construction workers (regulation of employment & conditions service rules, 1005), as may be applicable.

xvii) Technical and administrative liaison work on the part of Buyer

The liaison person on the part of Buyer should be borne on the roll of the Buyer and the said relationship shall be absolute. The PLANT, WBPDC will not bear any responsibility as regards terms and conditions of his employment, non-employment and conditions of labour including statutory liabilities, if any.

xviii). **Employment injury**

In the event of employment injury in respect of any workman engaged by the Buyer, the said Buyer shall arrange for the first aid treatment for the injured workman at his own cost. However, depending upon the nature of the injury, treatment shall be arranged for such workman at PLANT hospital, based upon the available facilities. However, further treatment, if required, shall be arranged by the Buyer at his own cost.

23. CONTROLLING OFFICER

The Additional General Manager (Civil) , BKTPP shall be controlling Officer .

The Engineer-in-charge from Civil department shall be authorized by the Additional General Manager (Civil) , BKTPP for the operation of the work.

24. WBPDCI'S RIGHT TO VARY QUANTITIES AT THE TIME OF ALLOCATION/SUPPLY

WBPDCI reserves the right at the time of allocation or during the period of supply to the successful H1 bidder to increase, decrease or modify the quantity of pond ash from that originally specified in the tender-cum-eAuction document without assigning any reason whatsoever.

25. QUALITY OF ASH

Buyer shall inspect the quality of the settled ash in Ash Pond during inspection . No claim in this regard shall be entertained by the WBPDCI whatsoever after handing over of the Ash Pond to the buyer for excavating the settled ash.

GENERAL TERMS & CONDITIONS**26. 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/ WBPDCI" wherever referred in the document, mean the WBPDCI 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/Buyer/Party" 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

27. EFFECTIVE DATE

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

28. 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 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), either party may at its option terminate the contract without any financial repercussion on either side by giving notice to the other party.

29. 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 Buyer to the Seller, 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 equipment, or to any obligation of the Buyer to indemnify the Seller with respect to patent infringement.

30. SAFETY

The agency shall take all safety measures during the work in accordance with the scope of work as per the safety rules vide "Safety Annexure" so far as and where applicable in consultation with the Controlling officer. The Buyer 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.

31. APPOINTMENT OF SUB-BUYER BY BUYER

No sub-Buyer shall be engaged by the Buyer for accomplishment / carrying out full or part of any job under the contract. However, if the WBPDC specially approve, sub-Buyer can be engaged for providing skilled and semi-skilled manpower (i.e. below the supervisor level) for their utilization in connection with the contract. However, principal employer's certificate in form- V for obtaining the labour licence under The Contract labour (Regulation & Abolition) Act, 1970 and the rules framed there-under, will be issued in favour of the main Buyer i.e. to whom sales contract/ LOA has been awarded by WBPDC. No form-V will be issued to any sub-Buyer.

32. NON-COMPLIANCE

In case the Buyer fails to carry out his assigned job or could not mobilize his resources even after placement of order or if the Buyer 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. In case of poor progress of the assigned job (which shall be assessed after completion of 21 days from the date of commencement of the work), the WBPDC shall have the liberty to curtail the ordered quantity/short terminate the contract and carry on the work by any other agency.

33. SUSPENSION OF WORK/PRE-CLOSURE OF CONTRACT

In case of any exigency for the interest of the WBPDC for generation of power, the execution of the job may be suspended or closed at an early date. For that no compensation will be allowed for balance quantity if any.

34. TERMINATION

The Thermal power station authority ,WBPDC will reserve the right to terminate the contract if

i)The actual lifting of pond ash quantity goes below 30% of awarded quantity in consecutive 03 (three) months in total, in spite of availability of pond ash. Further, Security Deposit will be forfeited in that case.

ii)The owner reserves the right to terminate the contract with the buyer and encash the security deposit in the event of non-compliance of any statutory requirement or pollution related guidelines and conditions laid down by any statutory body.

Exception of the above clauses, if any, will be as per decision of the Competent Authority at Corporate level.

35. HANDLING OF SUITS

All legal suits against any executing Buyer 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.

**36. 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

**37. GOVERNING
LAW & LEGAL
JURISDICTION**

The tender and 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.

38. BLACKLISTING

Agency may be blacklisted as per WBPDCI's Policy & Procedure of Blacklisting and Debarment of Agencies from Business Dealings (available at <https://wbpdcl.co.in>)

Annexure-I (Certificate confirming the availability of Staff / Manpower , Machinery & Equipment)

(To be filled only in bidder's letter head, signed and attached)

i) This is to certify that I/We shall deploy the essential staff/manpower as specified in the tender, if I/We am/are awarded the contract of “.....” as per the details indicated below. I/We also agree that the Staff/manpower indicated below is the minimum essential for the contract execution and in addition to these, other staff/manpower necessary to complete the work successfully and in time, shall also be deployed by me/us.

Sl. NO.	Name	Position and Professional Qualification	Experience (General/in year	Experience in proposed position.

ii) This is to certify that I/We shall deploy the essential machinery and equipment as specified in the tender, if I/We am/are awarded the contract of “.....” as per the details indicated below. I/We also agree that the equipments indicated below is the minimum essential for the contract execution and in addition to these, other machinery and equipment necessary to complete the work successfully and in time, shall also be deployed by me/us.

Sl. NO.	Equipment	Make and Age (Years)	Condition	Owned / Leased / To be purchased

Name of the Bidder with Seal , Signature of the Bidder with date

ANNEXURE – II: DECLARATION BY BIDDER

A. I,.....on behalf of.....(name of the buyer)

do hereby declare that I have gone through all the provisions of Tender Cum E-auction document bearing 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 tender-cum-eAuction document(including subsequent Addenda/ Corrigenda and other documents).

B. I,.....on behalf of M/s.....(name and address of the buyer) hereby declare that M/s.....(name of the buyer) 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, 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 WBPDC, the WBPDC shall be at liberty to take any action as deemed fit at my/our sole risk and cost.

D. I,.....on behalf of.....(name of the buyer)

----- do hereby declare that we are giving a consent from our end on having sufficient knowledge on the auction methodology including bidding and allocation logic along with other terms & conditions as mentioned in the NIT.

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

F. In case of ash quantity allocated to me :

I,----- on behalf of.....(name of the buyer) , agree to abide by the directions of the Controlling Officer/EIC(Engineer-in-charge) of the WBPDC with regard to procedures for collection of the Ash including Plant entry and exit, Weighment, Sequence of Loading, Discipline to be maintained while inside the Plant, Mobilization of adequate number of bulkers / covered trucks / suitable transportation arrangement conducive to environment friendly handling and transport etc.

I ,....., on behalf of.....(name of the buyer) agree to carry out the above as per instructions of, and to the full satisfaction of the EIC.

I,----- on behalf of.....(name of the buyer) agree to comply with all applicable statutory regulations including those regarding safety, environment, sustainability, road / rail /waterways transport etc.

I,----- on behalf of.....(name of the buyer) shall fulfil all applicable statutory requirements for and in connection with the execution of the contract.

I,----- on behalf of.....(name of the buyer) agree to cooperate with the EIC and with the other agencies working in the area as directed by EIC with the objective of smooth and safe execution of the collection / lifting and utilization of Pond ash.

I,----- on behalf of.....(name of the buyer) hereby declare that the WBPDC shall not be liable for any untoward activity , whatsoever, which may arise due to violation / Non –compliance of any applicable norms / rules / regulations/ Guidelines / laws during the course of execution and for future obligations (if any) by way of omission or commission by me or my representatives / agents.

I,.....,on behalf of(name of the buyer), shall be required to submit Refundable Security Deposit amounting to 2.5% of the sold value with submission of LOA / LOI acceptance. This Security Deposit will be refundable as per the conditions of LOA / LOI. In case of non-receipt of LOA / LOI acceptance along with requisite security deposit and other specified documents required by the respective station within stipulated time, TPP reserves the right to cancel the pond ash allocation to me with forfeiture of EMD deposited by me against this tender-cum-eAuction process.

I,.....,on behalf of(name of the buyer) shall have no objection to the forfeiture of security deposit amount, in case the buyer company fails to execute the contract faithfully and the contract is terminated as per contract conditions mentioned in LOA /LOI.

I,.....,on behalf of(name of the buyer) hereby undertake, utilization / ensure utilization of the fly ash, issued by **BKTPP ,WBPDC**, for following Ash Utilization Avenues only, as identified in extant MOEF & CC Notification.

- a) Fly ash-based products viz. bricks, blocks, tiles, fibre cement sheets, pipes, boards, panels;
- b) Cement manufacturing, ready mix concrete.
- c) Construction of road and fly over embankment, Ash and Geo-polymer-based construction material;
- d) Construction of dam.
- e) Filling up of low-lying area.
- f) Filling of mine voids.
- g) Manufacturing of sintered/ cold bonded ash aggregate.
- h) Agriculture in a controlled manner based on soil testing.
- i) Construction of shoreline protection structures in coastal districts.
- j) Export of ash to other countries.

I,.....,on behalf of(name of the buyer) also agree to submit upon completion of contract (must for refund the Security Deposit) , an

affidavit, on "Actual Utilization" of the issued ash for the purposes / Avenues as identified in extant MOEF & CC Notification, if successful in subject tender cum e-auction.

I,.....,on behalf of(name of the buyer), hereby undertake , the responsibility regarding transportation maintaining environmental norms of MoEF&CC.

I,.....,on behalf of(name of the buyer) hereby also declare that all the particulars furnished by us in this Tender-cum-eAuction are true and authentic to the best of my knowledge and I understand and accept that if at any stage, the information furnished is found to be incorrect or false, my bid liable for disqualification from this tender-cum-eAuction process and also liable for any other penal action that may arise due to the above.

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 submit it.**

Annexure – III AFFIDAVIT

(To be submitted by the Ash Recipient upon contract completion and for refund of SD)

**(To be executed on a non-judicial stamp paper of appropriate value)
(To be notarized before a notary public)**

I _____ son / daughter / wife of _____ permanent resident of _____ do hereby solemnly affirm and state on oath as under:

1. That I am the owner / proprietor / partner / authorized representative of M/s _____ having their registered office at _____ and engaged in the business of _____

2. That I / we have participated in Tender cum e auction for allotment of Ash from BKTPP ,the WBPDC , against NIT ref. no. & date _____ and that we have been allocated _____ CuM quantity of Pond Ash from WBPDC, BKTPP.

3. That I hereby affirm that Ash Recipient, M/s _____ has used the received Ash quantity in adherence to the relevant provisions identified vide extant Notifications and other applicable statutory regulations, in the following activities: -

- a. _____
- b. _____
- c. _____

DEPONENT

VERIFICATION

Verified on _____ this day of _____ that the contents of our affidavit are true and correct to the best of my knowledge and nothing material has been concealed thereof.

DEPONENT

Note: To be submitted on completion of the contract period.

ANNEXURE IV : BUYER INFORMATION SHEET

(To be filled only in bidder's letter head, signed and attached)

1.	Name of the company	
2.	Name and Communication Details	
3.	Full legal name of Bidder	
4.	Registered Office details	
I.	Address	
II.	Contact Telephone Nos.	
III.	Email ID	
IV.	Fax. Nos.	
V.	Person to be contacted	
5.	Kolkata office details	
I.	Address	
II.	Contact Telephone Nos.	
III.	Email ID	
IV.	Fax. Nos	
V.	Person to be contacted	
6.	Nature/status of candidate firm (whether sole Proprietary/ Partnership)/Private Limited/ Public Limited/Public sector)	
7.	Type of organization and its legal entity	
I.	In case of individual: Give his full name, address, place and nature of business.	
II.	In case of partnership firm: Give the names of all the partners and their addresses.	

III.	In case of companies: Give date and place of registration including date of commencement certificate in case of public companies.			
8.	Names of Responsible persons and their designation: (for handling all aspects of this tender/order)			
	Person	Designation	Based at	Telephone No./E-mail/Fax
I.				
II.				
III.				
9.	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
10.	Authorisation & Alteration to Tender has been signed by person duly authorised/ empowered to do so			Yes/No
11.	In case of placement of the order(if placed) , the address with GSTIN no. of the office to be addressed :			
12.	GST Registration details			
13.	PAN/TAN No.			
14.	Date of incorporation			
15.	Valid PF establishment code			
16.	ESI code (if applicable)			

Signature :

SEAL OF COMPANY

Name :Designation :

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

Authorized Signature, Name & Designation