



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

NOTICE INVITING TENDER NO. WBPDC/CORP/NIT/E1864/24-25/RT

Tender ID: 2024_WBPDC_724549_1
Published on 30.07.2024

TENDER-CUM-FORWARD EAUCTION FOR SALE OF 3 LAC TON DRY FLY ASH PER YEAR FROM SANTALDIH THERMAL POWER STATION

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

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

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

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

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

The West Bengal Power Development Corporation Ltd.(WBPDC) is interested to utilize 3 Lac Ton per year dry fly ash generated from its **Santaldih Thermal Power Station** through sale of dry fly ash to **“Cement/Ash based product manufacturers and traders only”** for 3 (three) years and for this purpose, invites Tenders for forward eAuction from the interested buyers.

The said Thermal Power Station is located in Mouza Bagra, Chakbad, Erendi, Poradih, Nabagram, Kanki & Shyampur, P.S. Santaldih under Raghunathpur II & Para Block of Raghunathpur sub division, district of Purulia, West Bengal. The nearest broad-gauge railway station is Santaldih, about 3.0Km away from the thermal power station on Adra-Gomoh section of S.E.Railway. The thermal power station site is also well connected with NH-2 road at Asansol via SH-8 [Paharigora] & SH -5 [Raghunathpur].

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

INFORMATION TO BIDDERS

1. **Title of the NIT** : **Tender-cum-forward eaction for sale of 3 lac ton dry fly ash per year from Santaldih Thermal Power Station**
2. **NIT NO.** : **WBPDC/CORP/NIT/E1864/24-25/RT
Tender ID: 2024_WBPDC_724549_1**
3. **Scheduled dates of e-tendering :**
 - i) Publishing Date /Document Download start date/ Technical Bid submission start date : **30.07.2024 at 14:00 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 : **06.08.2024 at 11:00 hrs.**
 - iv) Technical Bid opening date : **08.08.2024 at 11:00 hrs.**
 - v) Uploading of Technical Bid Evaluation sheet : **08.08.2024 at 15:00 hrs.**
 - vi) Forward eAuction date : **09.08.2024 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 dry fly ash** : **3,00,000 Ton per year (25000 Ton per month)**
6. **Allowable quantity to bid by bidders** : **60,000 Ton per year i.e. 5000 Ton per month (Minimum quantity) and**

- 3,00,000 Ton per year i.e. 25000 Ton per month
(Maximum quantity)
7. **Material condition** : Stock + Arising, "AS-IS-HERE-IS & NO-COMPLAINT" basis
8. **Contract Period** : 3 (three) years with a yearly price escalation of 2 %.
9. **Bid Security/ EMD** : Rs. 4,55,000 (Rupees Four Lakh Fifty Five Thousand only)
10. **Performance Security Deposit** : **2.5% of contract value for one year.**
11. **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
12. **Contact Person for Inspection** : Mr. Niladri Sekhar Das , The Sr. Manager (PS) , E&S department, STPS ,9775577395 , nsdas@wbpdcl.co.in
13. **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](tel:03326813625)/[9830616477](tel:9830616477)
[/ichaudhuri@wbpdcl.co.in](mailto:ichaudhuri@wbpdcl.co.in)

MATERIAL LIST OF ITEMS FOR SALE

Materials are present in STPS (Santalalih Thermal Power Station), of the West Bengal Power Development Corporation (the WBPDC)

SL No	Item Description	Total Auctioned Quantity (TON)	EMD (in Rs.)	Payment Schedule (within Specified Below Working days from the date of issuance of sale intimation letter) (except Sunday,Holiday)	Lifting Period (Round the clock 24X7 from the Date of Issuance of Letter of award for sale contract)
1	DRY FLY ASH	3,00,000 Ton per year *	Rs. 4,55,000 (Rupees Four Lac Fifty Five Thousand Only)	Within 7 Working Days	Contract Period for sale of fly ash to be kept for a period of 3 years a yearly price escalation of 2 %.

* Quantity is tentative and subject to availability of stock based on production. There exist no legal binding & The WBPDC will not be responsible for any deficiency in Quantity.

Bid Basis: Rupees Per Ton.

Quantity of fly ash that a bidder is allowed to bid :

Minimum quantity per year = 60,000 TON/Year that is 5000 TON/month

Maximum quantity per year = 3,00,000 TON/Year that is 25000 TON/month

1. 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, TONNL, 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.

2. EARNEST MONEY DEPOSIT

- A) **Value of EMD: Rs. 4,55,000/-**
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 L , 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 bidders are the bidders against which AOC(Sales contracts) have been issued.

There is no exemption in EMD.

No interest shall be payable by the WBPDC 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 authority; otherwise EMD will be forfeited with the approval of the WBPDC authorities.
- iii. WBPDC reserves the right of forfeiture of Earnest Money deposit in case the bidder(s) after opening of tender, withdraws amends, impairs, derogates, or revokes his tender within the validity period or extension thereof.
- iv. 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
(QR)**

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

- a. Financial qualifying requirement :
Average annual turnover in last three consecutive financial years (FY 2020-21 ,FY 2021-22 , FY 2022-23) should be more than 14.4 Lac
& Net worth in each of the three consecutive financial years (FY 2020-21 ,FY 2021-22 , FY 2022-23) must be positive.
- b. Bidders who submit an Undertaking as per prescribed format (Annexure – V), 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 extant MOEF&CC 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 agendum / corrigenda of the tender,if published, through the above website within the stipulated date and time as given in the Tender.

Bidders are requested to go through the terms and conditions as mentioned in this tender document before participating. It is assumed that all bidders are aware about the terms and conditions as set out in these tender document before placing a bid in the auction.

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.

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

5. 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.

6. COVER 1 DOCUMENTS: TECHNICAL BID

1. Bidder information sheet as per Annexure-I furnishing name, residential address, phone no, e-mail address and place of business of person (s) authorized to sign the tender with signature of appropriate authority with designation and seal of the Company and submit Power of Attorney / authorization to bid on behalf of the bidder in case the bidder himself is not signing the tender document alongwith copies of following documents **[to be submitted by the bidder , as and where applicable]** :

- i) Valid PAN Card.
- ii) Valid Professional Tax Registration Certificate.
- iii) Valid GST Registration Certificate.
- iv) Provident Fund Registration Certificate & PF Challan evidencing payment of contribution of latest month.
- v) ESI Registration Certificate/ Declaration for Workmen Compensation.
- vi) Income Tax Return for last three consecutive financial years(last FY 2022-23)
- vii) For Manufacturing company : Valid Consent to Operate from the statutory authority for manufacturing company.
- viii) Trade License/Importer-Exporter certificate to substantiate that bidder is in trading business of Fly ash (for trader)

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 . It is mandatory that the workers working inside plant premises should be covered under PF and ESI . Hence , bidder has to undertake that if any claim arises in future i.r.o. statutory liabilities , they have to bear the responsibility. 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. Provided that the sub contractors to be engaged by the bidder with approval of owner shall also comply the aforesaid statutory conditions, as applicable.

2. Declaration:

i)"Annexure-II" 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 has to be uploaded and hard copy in original has to be submitted .

ii)as per annexure-V

3. Audited Financial Statements along with Audit report for last three consecutive financial years (FY 2020-21 , FY 21-22 , FY 22-23) to be submitted by the bidder.

4. For existing bidders of STPS ,WBPDCI :

- i) Existing buyers are not required to upload the supporting documents , they will upload only Annexure-I.
- ii) An undertaking on indemnification has to be executed non-judicial stamp paper of Rs. 20 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder as per annexure –III.
- iii) The bidders whoever lifted dry fly ash from any of the power station of the WBPDCI, shall have to submit 'no dues' certificate issued by the concerned thermal power station authority .

Note:

1. 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.
2. 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.
3. The Authority reserves its right to verify the documents/information submitted by the bidder.
4. 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.

**7. COVER 2 :
FINANCIAL BID**

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

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).

Bidder has to quote the quantity in TON/year as well as rate per TON in the BOQ sheet.

- Quantity less than 60,000 TON/year and above 3,00,000 TON/year will be rejected

**8. CONDITIONAL
AND INCOMPLETE
TENDER**

i. The offer must accompany Declaration as per annexure-II as indicated above 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 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 appropriate value as mentioned 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 WBPDC shall bear no liability whatsoever.

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

9. AMENDMENT OF BIDDING DOCUMENTS

a) At any time prior to the deadline for submission of bids, WBPDC may, for any reason 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 may, at its discretion, extend the deadline for the submission of Bids. WBPDC 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) WBPDCI 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.

**10. OPENING &
EVALUATION OF
BID**

A) COVER –I : Technical bid evaluation

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

All QR documents alongwith declarations, annexures, statutory documents , financial documents will be checked and accordingly as per QR , the technically qualified bidders will be determined .

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 are 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. The bid without declaration as per annexure –II and EMD will be disqualified.

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

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

B) ONLINE FORWARD eAUCTION

After Financial Bid opening in the system for H1 rate , Tender Inviting Authority shall create forward eAuction with FLOOR / BASE PRICE PER TON as decided and approved by competent authority of the WBPDCI and publish the auction .

All the technically qualified bidders will be allowed to participate in the auction .

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 .

Once the auction is freezed , the Tender Inviting Authority will open the system generated Auction result for final H1 rate and go for financial bid evaluation for quantity declared in the price bid .

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

For residual quantity after allocation to H1 bidder , rest participating Bidders (as per their Bid rank like H2 , H3 etc.) will be given opportunity to match price of H1 bidder as this is the highest price to take delivery of the material as per quantity quoted. In case rest bidders(other than H1) refuse to match H1 price, the residual quantity after allocation to H1 bidder shall be considered as unallocated. Then H1 bidder shall be offered to take this residual quantity at H1 discovered rate.

The discovered highest price through e-auction may also be applicable for one or more qualified bidders for residual quantity, if any, proportionately.

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

If a single bid is received, then it may be considered subject to approval of WBPDCI

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.

11. VALIDITY OF BID :

- (a) Bid shall remain open for acceptance by the WBPDCI for a period of sixty (60) days from the last date of opening of **the eAuction**. 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 WBPDCI 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.

12. SPECIAL TERMS & CONDITIONS FOR PARTICIPATING IN THE TENDER CUM E-AUCTION

- i.All commercial terms to be observed by the bidders, including amount of EMD / Security Deposit.
- ii.Payment to be made to WBPDCI. Bank detail for making payment through RTGS will be communicated to the successful Bidder/s by WBPDCI.
- iii.Schedule for deposition of Sale Value by accepted successful bidder(s) to WBPDCI THERMAL POWER STATION account.
- iv.WBPDCI will provide necessary approval to the successful buyer(s) to place his own security to safeguard his successful lots in the premises of the thermal power station.
- v.Buyer should depute his authorized representative to the power station for co-ordination and taking delivery of fly ash.

vi. The buyer will be responsible for any kind of injuries or accidents caused to their Employees or labourers or any other person and WBPDCCL will not be liable in the matter.

vii. WBPDCCL's right to vary quantities at the time of allocation/supply :

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

viii. Quality of fly ash :

Thermal power station would deliver fly ash from the discharge chute of designated ash silo chute of the thermal power station as per rules of WBPDCCL. No claim in this regard shall be entertained by the WBPDCCL whatsoever after delivery is taken by the buyer in their bulkers/browsers/closed containers.

13. SPECIAL LIFTING TERMS

- i) Bidder shall be liable to bear all insurances as per law of land, miscellaneous expenses, if any, for the dry ash collection like any damage done to silo by ash vehicle, ash collection from silo etc, beyond the rate of fly ash and West Bengal Power Development Corporation Limited shall not be liable for the same in any manner.
- ii) The actual quantity may vary depending upon the situation prevailing at the time of delivery and other unforeseen circumstances as well as for the reasons beyond the control of the department caused by supervening impossibility.
- iii) No complaints on material quality & quantity will be accepted. For off-take quantity less than annual allotted quantity due to less generation of dry ash, the dry fly ash generated every month shall be proportionately distributed among the buyers.
- iv) If bidder want to lift the dry fly ash in any month more than the allocated quantity, the request may be accepted upon the discretion of the thermal power station authority subject to fulfilment of the following conditions :
 - a) The quantity of generated dry fly ash is available in excess after lifting of quantity by other existing buyers against their allocation.
 - b) The advance payment for excess quantity to be lifted has been deposited by bidder.
 - c) Bidder have to consider the requested quantity to be lifted as an excess to bidder allocation and have to lift the dry fly ash against bidder allocation every month during whole contract period as per sales contract placed on bidder.
 - d) To avoid any modification in the yearly allocated quantity of the sales contract, such extra amount shall be issued by thermal power station against temporary monthly sales orders with a reference to the main sales contract.
- v) Dry fly ash is produced round the clock and is required to evacuate on instantly. Therefore, lifting period will be on daily average basis.

- vi) Bidder must follow the all types of safety rules & norms of the respective thermal power station including standard precautionary measures for COVID-19 (as per health guide lines) during lifting of the dry fly ash. If required, bidder may consult with the safety department of the thermal power station.
- vii) WBPDCI will not take any responsibility against any injury or any other unwanted incidents on the workers engaged by bidder during lifting. Bidder must follow the general norms as advised by the HR & A department of thermal power station during lifting.
- viii) After getting the sales contract, bidder will process for collection of gate pass and all other related activities towards lifting of items, as per norms of the thermal power station, WBPDCI, and maintaining all other HR related rules & regulations of WBPDCI, and it has to be completed within 06 working Days (Except Sunday and Holiday) from the date of issuance of LOI/Sales Contract or Lifting/Delivery/Sales order from the thermal power station.
- ix) Bidder shall submit a Lifting completion certificate mentioning the total lifted quantity after completion of lifting item as per sales order, to the controlling officer who will verify, certify and inform to the WBPDCI Corporate office to return the security deposit.
- x) Once dry fly ash has been allotted to a manufacturing company, any unit/plant of the same company is allowed to purchase and utilize dry fly ash against invoice raised by the respective thermal power station of the WBPDCI.
14. SPECIAL TERMS & CONDITIONS OF SALES CONTRACT
- a) Terms & Conditions contained in MoEF/GOI Notifications existing and published from time to time followed by its various amendments, shall have to be complied with.
- b) All rules, regulations and Law of State as well as all statutory obligations applicable shall have to be adhere to.
- c) These terms and conditions shall have to be abide by during course of execution of the Sale Contract .
- d) Bidder's work should not pose any problem to existing operation and maintenance of STPS.
- e) Bidder will have to engage Bulkers/ Browsers/ air tight Closed Container &/Railway rakes for transportation of FLY Ash ensuring leak-proof, dust free, pollution free handling of Ash.
- f) Bidder shall keep main silo area clean with utmost expeditions and with proper housekeeping, so that environmental pollution does not create hindrance to the local villages and the thermal power station.
- g) Bidder shall at all times take all reasonable precautions to prevent any unlawful, notorious or disorderly conduct by or amongst his staff and labor and for the preservation of peace and protection of percentage and property in the neighborhood of the delivery site against the same. WBPDCI shall not be responsible for any untoward happenings cropped up out-side the boundary walls of thermal power station premises of STPS arising out of the above business.
- h) **Non-compliance of above conditions tantamount to cancellation of sales contract without any further reference and forfeiture of SD .**

- i) Bidder should depute his authorized representative to the Power Station for co-ordination and taking delivery of Fly Ash.
- j) Any other relevant terms shall be as per decision made by the Controlling Officer.
- k) While engaging the workers for the job in respect of taking delivery of fly ash from the silos of thermal power station, bidder shall have to share the expenses with the present dry fly ash taking agency upon which LoA is placed and WBPDCI will not bear any financial liabilities of the workers to be deployed.
- l) Bidder have to ensure all statutory compliances like ESI, PF etc. for the workers to be deployed. Bidder shall have to share expenses with the existing dry fly ash takers upon which LoA is placed by the WBPDCI.
- m) Bidder have to disburse wages to the said workers within 10th of subsequent months. WBPDCI will not bear any financial liabilities of the workers to be deployed.
- n) The supply should be made as per schedule based on advance payment vis-à-vis, allotted quantity.
- o) In case of transportation through RAILWAY rake , all railway related matters will be settled by the ash taking agency .
- p) WBPDCI shall have no responsibility for any untoward activities outside its premises and any other issues which are not mentioned in the contract.

Note :

i) If the buyers who are taking delivery of dry fly ash through existing sales contract/s from this thermal power station become the successful bidders in this e-auction:

a) Buyers have to indemnify the lifting of the entire allocated quantity per month against the existing sales contract first ,wherever applicable, for the purpose of receiving allocated dry fly ash against the 2nd sale contract to be placed against this e-auction.

Such undertaking on indemnification has to be executed non-judiciary stamp paper of Rs. 20 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder.

In such case , Penalty for Breach of contract /Termination clause ,if applicable , against the 2nd sale contract to be placed against this e-auction shall not be applicable subject to consideration of the WBPDCI .

b) The existing rate for sale of dry fly ash for taking delivery of dry fly ash from this thermal power station against sales contracts issued to existing buyers is fixed as per contract terms and shall not be revised in any case and no such request shall be accepted by the WBPDCI.

ii) The successful bidders, during execution, shall be required to submit a Notarized Affidavit as per prescribed format (refer Annexure – IV), on half yearly basis regarding ‘actual utilization of already issued ash’.

15. DEVIATIONS

No deviation is allowed to the NIT .

16. 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.

17. SCOPE OF INSPECTION

Before participation in the e-auction, inspection of material at site is mandatory. It will be assumed that agencies participating in the auction have inspected the materials at site prior to the auction.

- i. All interested and willing agencies may send their representative with company's authorization to inspect the items at the thermal power station of WBPDCI to inspect the items to be sold as mentioned in this tender-cum-eAuction document.
- ii. **Number of silos is 4 (Capacity : 4 x 500 MT)**
- iii. All existing terms & conditions of the thermal power station on dry fly ash evacuation will be followed.
- iv. Interested Bidders shall have to aware the prevailing practice as applicable for dry fly ash evacuation in the thermal power station.
- v. In a day prior to inspection, company's representative will contact and consult with the contact person for inspection as mentioned in this tender-cum-eAuction document and must submit the letter of authorization to him on the day of inspection. Without letter of authorization, any party will not be allowed to inspect the materials at site , at any case.
- vi. Inspection will be done as per item list mentioned in the published tender-cum-eAuction document with the supervision & guidance of the contact person for inspection as mentioned in this tender-cum-eAuction document.
- vii. All willing bidders must bid in the auction as per physical inspection done at site, and considering all other terms & conditions of the tender-cum-eAuction document and also with considering any other necessary criteria of the site.
- viii. Inspection date and auction date as mentioned above may be changed due to any unforeseen and unavoidable situation, and that will be intimated in due time accordingly.

18. 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 dry fly ash at the discovered H1 rate as per BOQ quantity . Residual quantity shall be allotted to the other participating bidders as per their ranking at the accepted H1 rate .

In case of tie , if cumulative quantity at discovered price is more than tendered quantity, party shall be allocated the quantity on prorata basis.

Award price: H1 price discovered through eAuction is discovered Price and it shall be the award price and shall remain firm for a period of one year.

LOA shall be issued to one or more qualified bidders at the discovered highest price and the discovered price may also be applicable for other qualified bidders for residual quantity, if any, proportionately.

Waiting list of interested qualified vendors may be maintained for allotment at the discovered rate in case of shortfall or default of any contract vendor.

19. REJECTION OF BID

On submission of any Bid, the corresponding bidder shall have no cause of action or claim against the WBPDCCL for rejection of his Bid. The WBPDCCL 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 WBPDCCL.

20. 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.

COMMERCIAL TERMS & CONDITIONS*

21. CONTRACT PRICE

Discovered Price (that is H1 price discovered through eAuction) shall be the award price and shall remain firm for a period of one year.

No request for revision of basic sale price on any account is acceptable.

Price escalation: 2 % per year.

Contract Price will be as follows:

Sl No.	Time Duration	Rate in Rs./TON
1.	1st year	Awarded price(A1)
2.	2nd year	A1 multiplied by 1.02
3.	3 rd year	A1 multiplied by 1.0404

22. APPLICABLE TAXES & DUTIES

The quoted rates are to be placed exclusive of taxes and duties.

The successful bidders shall be liable to pay all taxes as would be applicable on the date of dispatch of the material and "The West Bengal Power Development Corporation Limited" would not be liable for taxes in any manner, whatsoever.

In case of any changes in the taxation laws by the Government, the taxes and duties prevailing on date of dispatch will be applicable.

Taxes & Duties are payable extra as & when Applicable As per GST rules and Act.

Notwithstanding anything contained in sub-section (1) of Section 206C of the Income Tax Act, no collection of tax shall be made in the case of a buyer, who is resident in India, if such buyer furnishes to the person responsible for collecting tax, a declaration in writing in duplicate in the prescribed form and verified in the prescribed manner to the effect that the goods referred to in the aforesaid Table are to be utilized for the

purposes of manufacturing, processing or producing articles or things or for the purposes of generation of power and not for trading purposes.

Buyer has to furnish Form no 27C to the Unit (Forwarded by the controlling officer to Thermal power station Finance) in duplicate and thereafter unit has to do the needful.

TDS u/s 194Q will be made by the buyer if the conditions mentioned therein are fulfilled.

23. TERMS OF PAYMENT

a. Deposition of advance Payment for the first month :

Within 7 Working days from the date of issue of sale intimation letter to successful(H1) Bidder/s (except Sunday, Holiday) by WBPDCI .

Advance amount: 100% of Total Value inclusive of taxes and duties(equivalent to value of one month)

Firm Sales contract will be issued only after deposition of 1st (first) month's advance payment and security deposit for 1st year to WBPDCI thermal power station account.

b. A/C details of WBPDCI thermal power station Account will be mentioned in the sales intimation letter/contract/order.

c. For next months, the amount of advance shall be equivalent to value of one month's off-take quantity Buyer/customer will be required to deposit the advance payment by 25th of every month for the supply of dry fly ash to be effected in the next month.

d. In case of any less lifting in any month (**subject to non-availability of the allocated quantity to the respective buyer as per sales contract issued to them and considering the clauses of penalty and termination**) , the same will be adjusted in advance payment of the next month. Copy of payment document to be handed over in triplicate to the controlling officer as mentioned in sales contract/order.

e. The controlling officer will raise challan on daily basis (if weighbridge is available) and invoices on monthly basis and same shall be made available showing the value of fly ash delivered, along with applicable GST and shall be adjusted against the interest free advance payment made to F&A department, Thermal power station,the WBPDCI.

f. All bank charges shall be borne by the buyer.

g. While making payment through NEFT, buyer/customer should mention company's name , sales contract reference , thermal power station name for ease of record keeping by WBPDCI

h. No part payment will be accepted without taking prior approval of the WBPDCI Authority, in any case.

i. Any adjustment of payment with any other TON value will not be entertained at any time without taking approval of WBPDCI authority.

j. WBPDCI will issue Exit gate pass on daily basis and invoices on daily /weekly/fortnightly/monthly basis and shall deliver to the Buyer(s) an invoice showing the value of the fly ash delivered for each day,along with applicable GST and all other duty/taxes/cess etc. and shall be adjusted against the advance payment made by the buyer.

k. Fly ash shall be issued based on actual weightment of the trip based on computerized in and out weightment slip. In the event of outage /non-availability of weighbridge , net average weight of loading of each browser/bulker/closed container shall be used considering last 3-5 trip of the same vehicle as available and in case of non-availability of the same ,vehicle capacity as shown in the registration document shall be considered

. Weight of delivered fly ash so obtained and duly certified by the controlling officer or his authorised representative, shall be considered final.

l. The Thermal power station ,WBPDC has right to suspend the delivery of dry fly ash ,if advance amount is not received by the Thermal power station ,WBPDC within the required date and such suspension of delivery shall be account of the buyer.

24. CONTRACT PERIOD

Three (03) years from date of issuance of sales contract .

Sale price will hike @2% per year . However, any deviation from this will require approval of competent authority.

25. COMMENCEMENT OF FIRST OFF TAKE

Commencement of first off take for bidders of fly ash shall be reckoned within maximum 15 days from the date of issue of sales contract .

26. CONTROLLING OFFICER

The General Manager (STPS) or his authorized representative.

27. CONTRACT PERFORMANCE SECURITY DEPOSIT

Security amount : 2.5% of the sale value per year.

Previous year's SD shall be kept by WBPDC and the balance amount as SD has to be deposited by the bidder for the successive year.

Refund of Initial Security Deposit:

Conditions to be fulfilled for refund of initial security deposit against respective TON 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 fresh security deposit for successive year, considering contract price hike @2%.
- 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.

28. PENALTY FOR BREACH OF CONTRACT

a. **In the event of off-take being less than allotted quantity in spite of availability, the THERMAL POWER STATION level competent authority of the WBPDC reserves the right to impose**

a penalty @15% of awarded price on differential quantity (that is difference in quantity from the minimum allowed quantity for that period),
in case off-take quantity is less than 50% of the allocated quantity on an average for two consecutive months during rainy season (July to September) and 70% for the balance period.

b. **However** , upon consideration of the WBPDC authority , Penalty will be imposed at the year end, only in case of average off take in one year is less than 80% and if bidder do not fall under condition of termination.

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

d. **Failure of Payment:**

- i) If the successful Bidder(s)/ buyer fail to pay any payment, as per payment schedule (including extension, if any) of the sales contract, their initial security deposit will be forfeited.
- ii) If a buyer falls under penalty clause , a NOTICE FOR PAYMENT OF PENALTY as per clause 28.a for low/less lifting mentioning available quantity shall be issued by the thermal power station authority . Upon non-receipt of the payment from the buyer , the penalty amount may be deducted from the available SD amount / advance amount credited and such notice shall be issued to the party.
- iii) However, if upon consideration of the WBPDC authority , Penalty is imposed at the year end , as per clause 28 .b , then if the said buyer fail to pay the penalty amount (if any) , as per Sales contract , their SD will be kept hold till deposition of full amount of penalty to the WBPDC Bank A/c after completion of the lifting activities .

Note : If party lifts 80% of yearly allocation , then as per provisions of clause 28.b, deducted amount , if any , as per clause 28 .d.ii , shall be refunded to the party.

- iv) If the successful Bidder(s)/ buyer make payment forcefully deviating the payment terms (including extension, if any) of Sales contract / Sale intimation letter, without taking prior approval of WBPDC authority, their initial security deposit / EMD will be kept hold for the further period of three months from the date of completion of the lifting activities, and party will be debarred for 6 months to participate in any auction or tendering or EOI for sale of dry fly ash from thermal power station,WBPDC.

e. If the successful Bidder(s)/ buyer does not lift the available dry fly ash quantity in any month against the sales contract issued on them a show cause notice shall be issued . However, for consecutive non-lifting for more than one month , penalty clause and termination clause shall be applied accordingly .

f. The Thermal power station authority of the WBPDC has right to suspend the delivery of dry fly ash if advance amount is not received by them within the required date and time and such suspension of delivery shall be on successful Bidder(s)/ buyer 's account.

29. INCENTIVE CLAUSE FOR SUSTAINABLE GOOD PERFORMERS

For those ash takers fulfilling lifting more than 80% of allocated quantity in the same year, discount may be given in basic rate per Ton on differential quantity (in proportion to the allotment amongst the existing takers) as per following slab at the year-end:

For Utilisation

- a. >100%: discount@ 20%
- b. 90%-100%: discount@ 15%
- c. 80%-90%: discount@ 10%

Upper limit of offtake should be limited to 120% of the monthly allocated quantity.

However, exception in this, if any, will be as per decision of the Thermal power station General Manager and reason for same shall be recorded in writing.

30. TERMINATION

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

- a. The actual lifting of dry fly ash quantity goes below 30% of awarded quantity for consecutive 03 (three)

- months on average basis, in spite of availability of dry fly ash. Further, Security Deposit will be forfeited in that case.
- b. The agency fails to pay advance payment for consecutive two months. EMD/SD (whichever applicable) will be forfeited in that case.
 - c. 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.
 - d. Exception of the above clauses, if any, will be as per decision of the Competent Authority at Corporate level.

***All the provisions of the Contract shall also be reviewed in consideration of the existing Ash Policy prevailing at the time of execution of the contract subject to mutual consent from the buyer and seller.**

GENERAL CONDITIONS OF CONTRACT

31. EFFECTIVE DATE

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

32. FORCE MAJEURE

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-downs imposed by Government Acts or Legislation or other authorities, acts of God, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockades or any other acts or events whatsoever which are beyond the control of WBPDCI and which will directly or indirectly prevent completion of the services within the time specified in the sales contract will be considered FORCE MAJEURE.

If the Contract is delayed or impeded in the execution of the work by circumstances of Force Majeure as herein defined, then the Purchaser / Owner or seller as the case may be, shall, within one week, give notice in writing to the Owner or seller / Purchaser, of the existence of circumstances of Force Majeure, together with the evidence relied upon.

33. GENERAL SAFETY REQUIREMENTS

- i. Bidder shall supply safety appliances/ PPE to all bidder workers viz. Nose masks, safety goggles, safety helmets, safety shoes, & full body harness safety belts etc .and ensure that they wear during work. Safety belts are to be ensured for all working at heights.
- ii. Bidder shall be fully and solely responsible for the safety of all bidder workers and machineries during this contract at his own cost. Bidder have to take care of all safety precautions for bidder men and equipment. Non-compliance of safety shall constitute suitable deductions as per safety rules.
- iii. The Engineer in charge shall have the right at his sole discretion to stop the work at any point of time, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and / or property, and / or equipment. In such cases, bidder shall be informed in writing about the nature of hazards and possible injury / accident and bidder shall comply to remove shortcomings promptly.
- iv. Bidder shall not be entitled for any damages / compensation from WBPDCI for stoppage of work due to safety reasons. Bidder shall deploy one dedicated qualified safety supervisor/officer, who shall co-ordinate all safety aspects for ensuring safety compliances.

34. ARBITRATION

i) 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.

ii) 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:

(a) the High Court or

(b) any person or Institution designated by such Court referred to above.

iii) 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.

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

v) 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.

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

35. GOVERNING LAW

The Tender cum E-auction and sales contract is construed and shall be governed in accordance with the laws of India without giving effect to any principle of conflict of law.

36. LEGAL JURISDICTION

The Court at Calcutta shall have exclusive jurisdiction on any of the terms touching upon any subject matter of the Tender cum e-auction and sales contract.

37. 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

1.	Name of the Company:		
2.	Registered Address :		
3.	Company Profile	i. Core area of expertise:	
		ii. Date of Incorporation:	
		iii. CIN No.:	
		iv. GST No.:	
		v. PAN No.:	
		vi. Shareholding Pattern:	
		vii. Financial Capability (Including Turnover, Reserve and Surplus etc) :	
4.	Contact details :	Name:	
		Designation:	
		Tel No	(with STD code)
		Mobile No	
		Email ID:	
5.	Key Operating parameters for last three years:	[Installed Capacity, Utilization factor etc.].	
6.	Distance from STPS :	(in Km)	
7.	Address of Production unit(s) :		
8.	Supporting Documents:	As per NIT .	
9.	Proposed mode of transportation of ash:		

SEAL OF COMPANY

Name :

Designation :

Authorized Signature, Name & Designation

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.

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: DECLARATION BY BIDDER

- a) We are lifting the dry fly ash from STPS ,WBPDC against (Sales contract no.) for contract period valid upto (DD/MM/YYYY) . We are indemnify that we shall the lifting of the entire allocated quantity per month against(sales contract no.) first and the rest available quantity per month shall be lifted by us against the sale contract to be issued against(NIT no.).
- b) We understand that the existing rate for sale of dry fly ash for taking delivery of dry fly ash from STPS against(sales contract) issued to us is fixed as per contract terms and shall not be revised in any case and no such request shall be accepted by the WBPDC.

Signature of Bidder / Authorised representative

Seal of the Company

- **Must be executed on non-judiciary stamp paper of Rs. 20 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder and upload it.**

Annexure – IV

AFFIDAVIT

**(To be submitted by the Ash Recipient on Half Yearly basis)
(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 eaction for allotment of Ash from STPS ,the WBPDC , against NIT ref. no. & date _____ and that we have been allocated _____ TON quantity of Dry Fly Ash from WBPDC, STPS.

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 Half Yearly basis.



Annexure – V

UNDERTAKING

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

NIT Reference:

Bidder's Offer Reference Number: _____ Date: _____

To,

**The General Manager , M&C department,
Corporate , the WBPDCCL**

Subject: Undertaking for Usage of Fly Ash as per provisions of MoEF&CC Gazette Notification 1999 and its subsequent amendments

Dear Madam,

1. I / We, hereby undertake, utilization / ensure utilization of the fly ash, issued by **STPS ,WBPDCCL**, 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.

2. I/We also agree to submit on Half Yearly basis, 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.

3. I / We, hereby undertake , the responsibility regarding transportation maintaining environmental norms of MoEF&CC.

For M/s _____

(User Agency)

Date: _____ Signature _____

Place: _____

Printed Name _____

(Authorized person having Power of Attorney)

Designation _____

Company Seal