



# The West Bengal Power Development Corporation Limited

( A Government of West Bengal Enterprise )

CIN No. U40104WB1985SGC039154

Registered & Corporate Office: Bidyut Unnayan Bhaban :  
Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III, Kolkata : 700 098.  
Phone : 033 – 2335 0445, Fax : 033-23350516 (Proj. & Plng.)  
e-mail : wbpdcl@wbpdcl.co.in

NIT No. WBPDCCL/Tend-Adv/CC/16-17/143/Corp.

Dtd. 21.07.2016.

Sealed tenders in prescribed form are invited for the following work at Santaldih Thermal Power Station, under the West Bengal Power Development Corporation Limited, from interested, resourceful and experienced agencies :

Name of the work	Cost of Tender Paper	Earnest Money Deposit	Estimated Base Price	Contract Duration
Taking delivery of dry fly Ash from the silos of Santaldih Thermal Power Station , WBPDCCL	<b>Rs.5000/-</b> (Non-refundable) By cash in case of attending the pre-bid meeting , otherwise it may be submitted by DD/Cheque along with the tender document in separate envelope.	<b>2.5% of (Quoted quantity per month x estimated base price x 12)</b>	<b>Rs. 63.80/-</b> <b>Per MT</b>	<b>Up to 31.12.2018.</b>

### Step-I:

- Deposition of requisite amount of **Earnest Money**. The party should submit the EMD equivalent to **2.5% of (Quoted quantity per month x Estimated base price x 12)**.
- The party should submit the **Bid Quantity in MT/ month as attached in Annexure-A1**. Minimum quoted Quantity should be 10000 MT/month and maximum of 50,000 MT / month.

### Step-II:

**Qualification bid:** Submission of documents as per following qualification requirements:

- PAN No., Professional Tax and Service Tax registration certificate, VAT registration certificate, Provident Fund (P.F.) Registration certificate.
- Audited balance sheet for three financial years (2012-13, 2013-14, 2014-15) to satisfy the following criteria.
  - Average annual turnover in three financial years: 30% of (Quoted quantity per month x Estimated base price x 12).
  - Average net worth in three financial years should be positive.
- The undertaking in non-judicial stamp paper/ company's letterhead to be submitted by the bidders i.r.o adequate no. of Bulkers/Browsers/Closed containers having proper registration under Motor Vehicles Act, to be used for dry fly ash transportation to and from the silos of the concerned plant.
- The bidder shall submit the certificate of successful completion of work of lifting dry fly ash from silos of the plants with Bulkers/Browsers/Closed containers for 80% or more of the quoted annual quantity under direct annual contract with Thermal Power Plants. The aforesaid certificate of lifting dry fly ash from the power plant should be issued by the concerned Plant Official, mentioning the quantity of drawal of fly ash (annual) by the bidder with help of bulker/browser/closed container.

### Step-III:

#### Techno-Commercial Bid :

All the pages of the tender document including all the documents (except particularly mentioned document) to be submitted by the bidder shall be duly signed / authenticated and stamped in acceptance of Techno- Commercial Terms and Condition.



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## **Step-IV:**

### **Price Bid. (To be submitted as per Annexure A2)**

Bid documents can be obtained from (M&C) dept. on the basis of written application to GM(M&C), Corporate office, WBPDC, during working days on submission of cash only.

Tenderers must deposit earnest money by Demand Draft/ Bank Guarantee/ Banker's Cheque in favour of 'The West Bengal Power Development Corporation Limited' drawn on / issued by any Nationalized/ Scheduled Bank, Kolkata, in a separate sealed envelope super scribing Earnest Money, tender notice number , name of the work and due date of opening. The envelope containing earnest money will be opened first. No interest shall be paid against this earnest money.

The date of sale, receipt and opening of bids shall be as per the following schedule:

Document download start date	: From <b>22/07/2016</b> onwards (to be downloaded from the site <a href="http://www.wbpdcl.co.in">www.wbpdcl.co.in</a> .)
Date of Pre-bid Discussion	: <b>01/08/2016</b> at 2.30 p.m.
Last date of Submission of tender	: <b>10/08/2016</b> up to 14.00 hrs.
Date of opening bid	: <b>10/08/2016</b> at 14.30 hrs.

### **N.B:**

- Bidders should submit the cost of tender paper before participating the pre bid meeting.
- Bidders, who will not attend the prebid meeting, must submit the cost of tender paper in a separate envelope superscribing the "COST OF TENDER PAPER" and the NIT ref.no. along with the submission of the tender Paper in form of DD/Cheque.

In case due to unforeseen reasons the date of submission & opening becomes a holiday or in case of any unavoidable circumstances whatsoever, in that event the same will be received & opened in the next working day at the same time & venue.

The Corporation reserves the right to accept / cancel any or all tenders without assigning any reason whatsoever. The WBPDC does not bind itself to accept the lowest tender and qualification of tenderer will be adjudged as per sole discretion of WBPDC authority. The validity of tender will remain effective for 6(Six) months from the date of opening of Price-Bid of tender.

Sd/-

**(P.K. Chatterjee)**  
**GM,(M&C), WBPDC**



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e-mail : wbpdc@wbpdc.co.in

Tender Notice No: WBPDC/Tend-Adv/16-17/143/Corp.

Date:21.07.2016.

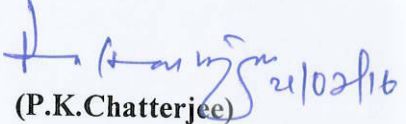
**Name of the work:-** Taking delivery of Dry fly Ash from the silos of Santaldihi Thermal Power Station, WBPDC.

- **Cost of Tender Paper:** Rs 5,000.00 (Rupees Five Thousand) in cash.
  - i) Bidders should submit the cost of tender paper before participating the pre bid meeting.
  - ii) Bidders, who will not attend the pre-bid meeting, must submit the cost of tender paper in a separate Envelope superscribing the “COST OF TENDER PAPER” and the NIT ref.no. along with the submission of the tender paper
- **Download of Tender Paper:** From **22.07.2016. onwards.**
- **Pre-Bid discussion:** Pre-bid discussion in connection with the tender will be held on **01.08.2016.** at 14.30 hrs. Last date of submission of queries is 28.07.2016, after which no queries will be entertained.
- **Last date of submission of complete tender:** - On **10.08.2016.** upto 14-00 hrs.
- **Opening of Step-I & Step-II part of the Bid:-** On **10.08.2016.** at 14.30 hrs.
- **Contact person:** Mr. D. Bhattacharyya, Dy.G.M (M&C), Corporate Office, WBPDC.

Telephone no: 8336903677

e-mail id: dbhattacharya@wbpdc.co.in

For Further details, visit our website: [www.wbpdc.co.in](http://www.wbpdc.co.in). Tender document can be downloaded from the site [www.wbpdc.co.in](http://www.wbpdc.co.in).

  
(P.K.Chatterjee)  
GM, (M&C)  
CORPORATE  
WBPDC



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Email. [pchatterjee@wbpdcl.co.in](mailto:pchatterjee@wbpdcl.co.in)

**NIT No. WBPDC/Tend-Adv/CC/16-17/143/Corp.**

**Dtd. 21.07.2016.**

**Job Description:** Taking delivery of dry fly ash from the silos of Santaldih Thermal Power Station.

Dear Sir,

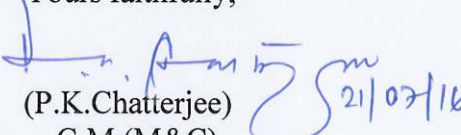
Sealed tenders with firm's own seal and signature are invited in four part bid system [Step-I i.e. deposition of requisite amount of Earnest Money, Step-II i.e. Qualification bid (submission of relevant documents as a proof of qualification of the tenderer), Step-III i.e. Techno-commercial bid and Step-IV i.e. Price bid] for the above mentioned job.

Quotations for Step-I to Step-IV all in separate sealed covers (4 nos.), shall be repacked again in one single sealed cover and the same shall be submitted at the office of the G.M.,(M&C), Corporate Office, WBPDC. All sealed covers must be superscripted with (a) Purpose i.e. Step-I/Step-II/Step-III/Step-IV, (b) Tender Notice No. and (c) Date & time of opening of Step-I and Step-II of tender.

The followings are enclosed:

1.	TENDER DOCUMENT	:	Page - 1 to 12
2.	BID QUANTITY SCHEDULE		Page - 13 (ANNEXURE-A1)
3.	BID PRICE SCHEDULE	:	Page - 14 (ANNEXURE-A2)
4.	STATEMENT OF DEVIATIONS/EXCLUSIONS	:	Page - 15 (ANNEXURE-B)
5.	CHECK LIST		Page - 16 (ANNEXURE-C)
6.	PROFORMA FOR BANK GUARANTEE		Page - 17 to 18 (ANNEXURE-D)
7.	UNDERTAKING		Page - 19 (ANNEXURE-E)

Yours faithfully,

  
(P.K.Chatterjee)  
G.M.(M&C)  
WBPDC.



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## **Annexures:**

Annexure- A1 BD QUANTITY SCHEDULE FOR SUPPLY OF FLY ASH FROM THE SILOS OF SANTALDIH THERMAL POWER STATION

Annexure- A2 BID PRICE SCHEDULE FOR SUPPLY OF FLY ASH FROM THE SILOS OF SANTALDIH THERMAL POWER STATION

Annexure- B STATEMENT OF DEVIATIONS/EXCLUSIONS

Annexure- C CHECK LIST FOR SUBMISSION ALONG WITH DOCUMENTS

Annexure- D BANK GUARANTEE FORMAT

Annexure- E UNDERTAKING FOR USAGE OF FLY ASH IN CEMENT/CONSTRUCTION/OR OTHER ASH BASED PRODUCTION/INDUSTRY



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## **INSTRUCTION TO BIDDER**

**Tender Notice No.: WBPDC/Tend-Adv/CC/16-17/143/Corp.**

**Dtd. 21.07.2016.**

### **1. Introduction**

The West Bengal Power Development Corporation Limited (WBPDC), a wholly owned company of Government of West Bengal, having Corporate Office at ‘Bidyut Unnayan Bhaban’, 3/C, Block-LA, Sector-III, Salt Lake City, Kolkata- 700 098 will receive Bids for taking delivery of Fly Ash from the concrete silos of Santaldih Thermal Power Station mentioned in the invitation for Bid.

### **2. Scope of Supply**

- a) WBPDC invites Bids as specified in the Bid Document for the supply of Fly Ash from all the Concrete Silos of STPS in the Bulkers/ Browsers/ closed containers who shall fulfill all statutory norms of State Pollution Control Board and MoEF & CC.
- b) The scope of bidder under this tender is to take delivery of Fly Ash from all the 2 nos. concrete Ash Silos of the Santaldih Thermal Power Station, as detailed in the bid document, in Bulkers/ Browsers/Close Container.
- c) Total quantity in MT of Fly Ash as described above against the Power Station, available tentatively, is as under.

TPS from where Ash is to be supplied	Type of Fly Ash to be supplied	Quantity of Fly Ash to be supplied	Estimated Base Price	Period of Supply
Santaldih Thermal Power Station	Fly ash from Silos	50,000 MT/month	Rs. 63.80/- Per MT	Up to 31.12.18.

### **3. The Bidding Documents**

The Bidding Documents shall comprise of following:

- Notice Inviting Tender (NIT)
- Instruction to Bidders (ITB)
- General Conditions of Supply
- Special Conditions of Supply
- Bid Price Schedule

### **4. Validity of Bids**

The Bidder shall keep the Bid valid for a minimum period of one hundred eighty (180) days from the date of opening of the Bids.

### **5. Earnest Money Deposit**

- a) Bid is to be submitted with earnest money in a separate sealed envelope superscripted with ‘EMD’. The value of the earnest money is as mentioned in Invitation for Bid.



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- b) The Earnest Money Deposit shall be in the form of Crossed Demand Draft/Bankers Cheque/Bank Guarantee in favour of “**The West Bengal Power Development Corporation Limited**” payable at Kolkata drawn on any Nationalized or Scheduled Bank.
- c) Bids not accompanied by requisite Earnest Money, in a separate sealed envelope, shall be rejected.
- d) EMD shall be submitted or copy of suitable certificate bearing exemption of EMD should be produced. Any tender without EMD shall be summarily rejected except the case of EMD exemption.
- e) Earnest Money of the unsuccessful tenderers will be refunded on request, to them in due course after finalization of the order. For return of EMD, the bidder will have to apply for the same to Corporate office, WBPDCCL giving the reference to NIT No., date of tender, amount and mode of Earnest money deposit-all in a complete form.

## **6. Submission of Bids**

- a) All separately sealed envelopes/cover containing necessary documents shall have to be suitably superscribed as 'EMD' (Step-I), ‘**Qualifying Requirement**’ (Step-II), ‘**Techno-Commercial Bid**’ (Step-III) and ‘**Price Bid**’ (Step-IV)’ as the case may be and shall bear reference to the name of the work and notice inviting tender (NIT). Tender document having each page duly signed and stamped, should be submitted in Step – III. Annexure - A1 should be submitted in Step –I and Annexure – A2 should be submitted in Step – IV.
- b) The tender containing the four separately sealed envelopes shall be submitted as follows :- 'EMD' (Step-I)', ‘Qualifying Requirement’ (Step-II), ‘Techno-Commercial Bid’ (Step-III)’ and the ‘Price Bid (Step-IV)’ shall be submitted separately and the above mentioned four nos. sealed envelope should be enclosed in a common sealed envelope and must be superscribed with Ref. No. and Date and time of opening of tender, The tender shall be submitted only in person to the **(M&C) Department, in the Corporate Office of WBPDCCL, Kolkata-98**. Tender submitted by post or by courier etc. shall not be entertained. The tenders will not be accepted after the due date and time of submission.
- c) Tenders which propose any alteration in the scope of work or in the time allowed for carrying out the work or which contain any deviation whether technical or commercial will be liable for rejection. Conditional tender are also liable to be rejected.
- d) All the costs and expenses incidental to the submission of the tender, discussion, conferences if any shall be to the account of the tenderer irrespective of whether the tender is accepted or not and the Owner shall bear no liability whatsoever on such costs and expenses.
- e) The tender submitted by a tenderer shall become the property of WBPDCCL and WBPDCCL shall have no obligation to return the same to the Bidder.
- f) Proposal submitted in any other format than the bid price schedules are liable to be rejected forthwith without assigning any reason thereof.
- g) In case the date of Bid opening happens to fall on a holiday due to unavoidable circumstances beyond the control of the owner, the next working day will be the date of Bid opening.



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- h) The owner reserves the right to reject any /all bid (s) which is /are not submitted according to the aforesaid instructions.

#### **7. Late Bids**

Any bid received by the Owner after the deadline for submission of bids prescribed by the Owner will be rejected. The owner will also not be responsible for late receipt of bids.

#### **8. Modifications and Withdrawal of Bids**

No bid may be modified /withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Modification /withdrawal of bid during the interval may result in the forfeiture of the Bidder's bid security.

#### **9. Opening of Bids**

- i) The tender shall be opened in the presence of representatives of the tenderers, the time and date set for opening of tender as specified hereunder or in case any extension has been given there to on the extended tender opening date and time notified to all the tenderers who have purchased the tender documents. Tenderer's authorized representatives (up to two persons) may attend the opening.

- ii) Prior to opening of the bid, a pre-bid meeting will be held on **01.08.2016 at 02:30 P.M** at the Corporate Office. Last date of submission of queries related to pre-bid is **28.07.2016**, after which no queries will be entertained. The minutes of the pre-bid discussion will form an integral part of the tender document and have to be submitted along with the bid.

The due date and time of opening of tender is **10.08.2016 at 14-30 hrs**. After opening the main cover, the envelope containing EMD shall be opened first along with the quantity bid Schedule as per Annexure-A1 and then Qualifying Requirements (STEP – II) shall be opened if EMD of requisite amount and in proper mode have been submitted by the tenderer. The Step-II shall however be duly processed later on.

- iii) Then Techno-Commercial Bid (STEP –III) and Price Bid (STEP-IV) of the tender will be opened later on a separate day, whose Qualifying Requirements (STEP – II) have been accepted by WBPDCCL.

- iv) Minimum quoted quantity should be 10000 MT/month and maximum quoted quantity should be 50000 MT/ month. If any quotation found less than the required minimum quantity of 10000 MT/month then the bid of that party will be cancelled without any further consideration.

- v) The quoted price by the H1 bidder should be considered for 1<sup>st</sup> contractual year. Price in 2<sup>nd</sup> year should be 10% higher than the 1<sup>st</sup> year. Price of the 3<sup>rd</sup> year should be 10% higher than the 2<sup>nd</sup> year.

Additional charges for provision of railway siding facility inside plant, bagging of ash, electricity supply, rent for the land to be used should be paid as applicable.

#### **10. Owner's Right to accept any Bid or to reject any or all Bids**

Notwithstanding anything mentioned above, the owner reserves the right to accept or reject any bid, either in full or in Step or to annul the bidding process and reject all bids at any time, without assigning any reason thereof.





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**11. Owner's Right to Vary quantities at the Time of allocation /supply**

The owner reserves the right at the time of allocation or during the period of supply to the successful bidder/bidders to increase, decrease or modify the quantity of Fly Ash from that originally specified in the bid documents without assigning any reason whatsoever.

**12. Notification of Allocation**

The owner will notify the successful Bidders in writing by registered letter or by Fax that his bid has been accepted and will issue the letter of award (LOA) for supply. And the successful bidders shall give unconditional acceptance of the LOA within 7 (seven) days from the date of the LOA.

**13. Security Deposit**

Earnest Money deposited by the successful bidders will be returned on application by them after placement of LOAs. Fresh Security Deposit to be submitted at the Plant amounting to 2.5% of quoted annual quantity @ quoted rate. Security Deposit will be released from the Plant after successful completion of the job with a claim period of another six months from the date of completion of the contract.

**14. Qualifying Requirements for the Bidders:-**

- (i) PAN No., Professional Tax and Service Tax registration certificate, VAT registration certificate, Provident Fund (P.F.) Registration certificate.
- (ii) Audited balance sheet for three financial years (2012-13, 2013-14, 2014-15) to satisfy the following criteria.
  - (a) Average annual turnover in three financial years: 30% of (Quoted quantity per month x Estimated base price x 12).
  - (b) Average net worth in three financial years should be positive.
- (iii) The undertaking in non-judicial stamp paper/ company's letterhead to be submitted by the bidders i.r.o adequate no. of Bulklers/Browsers/Closed containers having proper registration under Motor Vehicles Act, to be used for dry fly ash transportation to and from the silos of the concerned plant.
- (iv) The bidder shall submit the certificate of successful completion of work of lifting dry fly ash from silos of the plants with Bulklers/Browsers/Closed containers for 80% or more of the quoted annual quantity under direct annual contract with Thermal Power Plants. The aforesaid certificate of lifting dry fly ash from the power plant should be issued by the concerned Plant Official, mentioning the quantity of drawal of fly ash (annual) by the bidder with help of bulker/browser/closed container.

**15. Understanding and Clarification of Bid Documents**

- a. 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 Step thereof, he can participate in the pre bid meeting, which has already been mentioned in the stipulated NIT. 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.



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- b. Verbal clarifications and information given by owner or his employees or representatives shall not be in any way binding on the owner.

#### **16. Notification for supply of Fly Ash**

The owner will make notification of allocation for supply of Fly Ash in writing to the successful Bidder.

- a. Owner shall be the sole judge in this regard.
- b. Bidder would be required to comply with all requirements of the bidding documents without any extra cost to the owner, failing which his bid will be rejected.
- c. Any deviation taken in the terms and conditions of the Bid Document by Bidder may render the bid non-responsive.

#### **17. Bid proposal Schedule**

Bidders are to quote their annual quantity requirement in the bid proposal sheets attached at Annexure-A1 (**to be submitted with Step-I**). The bidder shall quote the price in the bid proposal sheet at Annexure-A2.

#### **18. Uniform Bid quantity over the allocation period**

The quoted quantity requirement per month shall be considered uniform throughout the tenure of the delivery.

#### **19. Income Tax Clearance, Balance Sheet & PF**

Authenticated Photostat copy of the current income tax return, Sales Tax, Professional Tax, Service Tax registration certificate, Provident Fund Registration Certificate, P.F. code number (as admissible) & the audited balance sheets showing the business turnover and Profit & Loss Account for the last three financial years should also be submitted along with the proposal.

#### **20. Check List**

- a. The bidders are requested to duly fill in the check list enclosed at Annexure-C.
- b. The checklist gives only certain important items, to facilitate the bidder to make sure that necessary data / information is provided by him in this proposal. This, however, does not relieve the bidder of his responsibility to make sure that his proposal is otherwise complete in all respect.

### **GENERAL CONDITIONS OF SUPPLY**

#### **21. Acquaintances of local conditions**

It will be imperative for the bidder to fully inform himself of all local conditions and factors, which shall have any effect on the execution of the work covered under these documents and specifications.

#### **22. Language of the Contract**

1. All bids shall be prepared in English language by writing, typing or printing with indelible ink in the format given in the bid price schedule attached in the tender document and shall be signed by the Bidder or a person or persons duly authorized by the bidder to do so as per provision of



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contract. The letter of authorization shall be indicated by written Power of Attorney, which will be furnished along with the Bid.

2. Any interlineations, erasures, or overwriting to correct errors made by the Bidder should be initialed by the person or persons signing the Bid.

### **23. Confidentiality**

1. Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for allocation shall not be disclosed to bidders or any other person not officially concerned with such process.
2. Any effort by the bidder to influence the Owner in the evaluation of his bid, bid comparison, or allocation decisions shall result in the rejection of his bid.

### **24. Examination of Bids and Determination of Responsibilities**

1. The owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are in conformity with the GCC/ or information to bidder.
2. The owner reserves the right to consider any minor informality, non-conformity provided such consideration does not prejudice or affect relative ranking of any bidder.

### **25. Correction of Arithmetical errors**

1. If there is a discrepancy between words and figures for the quantity or price of Fly Ash required as mentioned in bid price schedule, then the quantity or price written in words shall prevail.
2. If a bidder does not accept the above correction of errors, his bid will be rejected and his bid security shall be forfeited.

### **26. Insurance**

The bidder shall be fully responsible for maintaining all the insurances as per law of land at his cost.

### **27. Suspension of the supply**

1. The Owner reserves the right to suspend and reinstate execution of the whole or any Step of the supply at any point of time.
2. The Owner shall not be responsible for any liabilities for suspension of issue of Fly Ash or issue of reduced quantity of Fly Ash for any reason whatsoever.

### **28. Indemnity for defense of Suits**

If any action in court is brought by third Steps against the owner or an officer or agent of the owner for the failure or neglect on the Step of the buyer to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission/ commission or negligence on the Step of the buyer, his agents, representatives or his sub-contractors, workmen, suppliers, or representative of employees the buyer shall in such cases indemnify and keep the supplier and WBPDC and/or its representatives harmless from all losses, damages, claims, expenses or decrees arising out of such action.

### **29. Recovery of Sums Due**

Whenever any claim for the payment of the sum of money arises against the buyer, the owner shall be entitled to recover such sum by appropriating in whole or in Step, from advance deposited



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*CIN No. U40104WB1985SGC039154*

**Registered & Corporate Office: Bidyut Unnayan Bhaban**

Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III, Kolkata : 700 098.

Phone : 033-2339 3621, Fax : 033 – 2339 3607 (M&C)

Email. **pchatterjee@wbpdcl.co.in**

against lifting of fly ash and/or the security deposit.

### **30. Safety Requirements**

The buyer shall ensure safety and security of all its personnel, working at different places in connection with this supply and shall be fully responsible for the same. All safety tools and tackles required like helmets, goggles, gas masks, respiratory masks, gumboots, shoes, safety belts etc wherever required shall be provided by the bidder. The buyer shall also ensure safety and security of all WBPDC and its delivery personnel at delivery site.

### **31. Disorderly Conduct**

The buyer shall at all times take all reasonable precautions to prevent any unlawful, notorious or disorderly conduct by or amongst the buyer's staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the delivery site against the same.

### **32. Delivery**

Fly Ash will be supplied from the respective TPS as per direction of the Controlling Officer or his authorized representative.

### **33. Jurisdiction of Court**

Kolkata High courts shall have the exclusive jurisdiction in all the matters concerning the supply.

## **SPECIAL CONDITIONS OF SUPPLY**

### **34. Source of Fly Ash**

1. Source of Fly Ash of the Power Station and its respective location details are given in 'Instructions to Bidder'
2. WBPDC, Santaldih Thermal Power Station is having state of art coal mills and pulverized coal fired boiler. The Fly Ash generated from boiler is collected at its Electro Static Precipitators (ESP). The Fly ash accumulated at ESP hoppers are evacuated through its ash extraction and collection systems in silos situated inside the plant periphery.

### **35. Scope of Supply**

- a) Owner shall make available allocated quantity as per agreed delivery schedule subject to availability and Force Majeure conditions like natural phenomena including weather conditions, floods, drought, earthquakes and epidemic.  
Failure to take delivery of dry ash from the silos in any conditions other than availability, Force Majeure conditions and unplanned outage shall be attributable to the buyer, in which case cl. No. 49 shall be applicable.
- b) The owner reserves the right to supply the quantity not lifted by the buyers within the given point of time, to any other Steps at the sole discretion of the owner, at any point of time deemed fit by the owner.
- c) The owner may extend the tenure of supply of dry fly ash to the awardees, based on their performance observed during the stipulated tenure as per clause no. 2 c, subject to escalation of the price by 10%.
- d) The availability of the quantity of dry fly ash for supply to the successful bidder (s) shall be subject to the compliance of the MoEF & CC/ CPCB/ SPCB stipulations published from time to time, followed by various amendments.



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### **36. Delivery Report**

STPS would deliver Fly Ash from the discharge chute of designated ash Silo of the plant.

Fly Ash shall be considered to have been delivered as it passes into the buyer's Bulklers/ Browsers/ closed containers at the loading point.

### **37. Quality of Fly Ash**

STPS would deliver Fly Ash from the discharge chute of designated ash Silo chute of the Plant on "as available quality" basis. No claim in this regard shall be entertained by the owner whatsoever after delivery is taken by the buyer in their Bulklers/ Browsers/closed containers.

### **38. Upward Quantity Flexibility**

If requested by the Buyer the owner may consider supply of additional quantity over & above the allocated quantity, subject to availability, at the same price prevailing at the time of delivery and at the sole discretion of the owner, within the validity period of the order.

### **39. Price & Bidding Methodology**

- a. The Base Price of Dry Fly Ash is Rs. 63.80 per MT with a provision of enhancement of price at the rate of 10% per annum over the existing rate. Bidders are required to quote their annual quantity requirement and price of dry fly ash in the quantity bid proposal sheet (Annex-A1) and price bid proposal sheets (Annex-A2) respectively.

Additional charges for provision of railway siding facility inside plant, bagging of ash, electricity supply, rent for the land to be used should be paid, as applicable.

- b. **Bids quoting price below Base Price will not be considered.**

### **40. Methodology for Pricing**

- a. Price chargeable to buyer(s) shall be the highest price discovered from the bids received as per the methodology described in Clause No. 39 in Rupees per MT.
- b. All statutory duties /taxes /levies shall be charged extra.

### **41. Evaluation Criterion of Bids**

Price Discovery and Quantity for allocation:

Allotment shall be made on the highest quoted rate (H1) based on the available quantity.

### **42. Payment Terms & Bank Charges**

- a. Delivery shall be made against interest free advance payment in the form of Demand Draft in favour of "The West Bengal Power Development Corporation Limited" payable at STPS on any nationalized or scheduled bank and the amount of advance shall be equivalent to value of off-take quantity of one month.
- b. Buyer will be required to deposit the advance payment by 25<sup>th</sup> of every month for the supply of fly ash to be effected in the next month. In case of any excess /less lifting in any month, the same will be adjusted in the advance payment of the next month.
- c. All bank charges shall be borne by the buyer.
- d. The STPS (Controlling Officer) will raise challan on daily basis and invoices on monthly basis and the same shall be made available showing the value of Fly Ash delivered, along with applicable



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duty/taxes/Cess etc. and shall be adjusted against the interest free advance payment made to the department of F&A, STPS.

**43. Taxes, Duties, Levies etc.**

The bidder shall be liable and responsible for payment of all statutory levies in the form of taxes, duties, octroi etc on the supply. Such statutory liabilities, if any, shall be paid by bidder extra at actual.

**44. Commencement of off-take and Duration of Delivery**

Commencement of off-take shall be reckoned 10 days from the date of issue of Letter of Award. The duration of delivery is upto 31.12.18 from the date of issue of the LOA.

**45. Weighment for Invoicing**

Fly Ash shall be issued based on actual weighing or net load capacity of the transporting vehicle. Weight so recorded shall be considered final.

Fly Ash shall be issued based on actual weighment of the trip based on computerized in and out weighment slip. In the event of outage /non availability of weighbridge, net average weight of loading of each browser/bulker/closed container shall be used. Weight of delivered fly ash so obtained and duly certified by the controlling officer, shall be considered final.

**46. Delivery Schedule**

- a. The supply should be made as per the schedule based on advance payment. In no case supply will be made without prior advance payment.
- b. Buyer should depute his authorized representative to the power station for coordination and taking delivery of Fly Ash.

**47. Billing**

- a. Owner will raise challan on daily basis and invoices on monthly basis and shall deliver to the buyer(s) an invoice showing the value of the Fly Ash delivered, along with applicable duty/taxes/Cess etc. and shall be adjusted against the advance payment made by the buyer(s) as per sl. no. 42 above.
- b. Owner has right to suspend the delivery of Fly Ash if advance amount is not received by the owner within the required date and time and such suspension of delivery shall be on account of buyer.

**48. Failure to provide allotted quantity**

In case of failure to provide average quarterly contracted quantity of dry fly ash due to any reasons, including forced outages of the plant, congestions, etc., the quarterly contracted quantity will be adjusted downward accordingly.

**49. Cancellation/Termination of allocation for supply of Fly Ash**

In the event of off-take being less than allotted quantity in spite of availability, owner reserves the right to review the order for supply of fly ash as below:

- a. Owner reserves the right to cancel the allocation for supply of dry Fly Ash and forfeit the security deposit of the buyer in case the off-take by the party is less than 50 % of the allocated quantity on an average, observed continuously for three consecutive months. The party may also be debarred from participating in any tender related to STPS in the next two years.
- b. The WBPDCCL also reserves the right to terminate the contract with the Buyer and encash the security



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deposit in the event of non-compliance of any statutory requirement, or pollution related guidelines and conditions laid down by any statutory body.

- c. The rate of off take shall be strictly monitored on monthly basis, to ensure whether it is proportionate to the allotted quantity and decisions will follow as stipulated at (a) and (b) above.

**50. Controlling Officer:** The General Manager (STPS) or his authorized representative.



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**Annexure-A1**

**BID QUANTITY SCHEDULE FOR SUPPLY OF FLY ASH**

**(To be submitted in Step-I)**

**Duration of Supply-Upto 31.12.2018.**

**Name of Station :- Santaldih Thermal Power Station**

**QUOTED QUANTITY OF FLY ASH**

Quantity in MT / month	
In Figures MT / month	In Words MT / month

(Name & Signature of Bidder)

Seal





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**Annexure-A2**

**BID PRICE SCHEDULE FOR SUPPLY OF FLY ASH**

**Duration of Supply-Upto 31.12.2018.**

**(To be submitted in Step-IV)**

**Name of Station :- Santaldih Thermal Power Station**

**QUOTED PRICE AGAINST QUANTITY OF FLY ASH**

**(NOTE: Quantity shall mean the ANNUAL quantity)**

Price Quoted Rs./MT		Quantity in MT	
In Figures	In Words	In Figures MT	In Words MT

(Name & Signature of Bidder)

Seal

Note:

The quoted price is for 1<sup>st</sup> contractual year.

Price in 2<sup>nd</sup> year should be 10% higher than the 1<sup>st</sup> year.

Price of the 3<sup>rd</sup> year should be 10% higher than the 2<sup>nd</sup> year.



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**Annexure-B**

**(To be submitted in Step-III)**

**ON BIDDER'S LETTER HEAD**  
**STATEMENT OF DEVIATIONS/EXCLUSIONS**

Bidder's Offer Ref No.:

Date:

To  
The General Manager (M&C),  
Bidyut Unnayan Bhaban,  
3/C, LA Block,  
Sector-III, Salt Lake City,  
Kolkata-700 098.

Dear Sir,

We declare that there are no deviations and variations and exceptions/exclusions to the terms and conditions as outlined in your Bidding documents.

Date:

Signature:

Place:

Name:

Designation:

Common Seal or Stamp:



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**Annexure-C**

**CHECK LIST FOR SUBMISSION ALONG WITH DOCUMENTS**

**Duration of Supply-Upto 31.12.2018.**

**(To be submitted in Step-II)**

**Name of Station :- SANTALDIH THERMAL  
POWER STATION**

Sl. No.	Description of Check Points	Yes/No	Remarks
1	Submitted Documents related to qualification requirements and turnover details supporting your eligibility, complete in all respect & copy of current IT return, VAT,ST, PF, PF Code etc.		
2	Whether submitted Bid Security of required value as per requirement of the bid document.		
3	Whether the bidder has signed all the pages of the bid with seal/stamp		

Date:

(Name & Signature of Bidder)

Seal



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**Annexure D**

**Bank Guarantee format for submitting EMD**

WHEREAS The West Bengal Power Development Corporation Limited hereinafter called the WBPDCCL has afforded a facility to persons submitting tenders in response to the tender Notice of the WBPDCCL calling for Tenders permitting the bidders to furnish balance Earnest Money Deposit of ..... (Amount in words.....) in the shape of Bank Guarantee in lieu of cash to have their tender considered without separate payment of Earnest Money.

We, .....(Name of the Bank with full address), (hereinafter referred to as the 'Bank') at the request of .....(bidders name with full address)....., ..... contractor(s) do hereby undertake to pay the WBPDCCL an amount not exceeding ..... (.....) against any loss or damage caused to or would be caused to or suffered by the WBPDCCL by reasons of any breach by the said contractor(s) of any of the terms and conditions contained in the said specification.

We, ....., do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on demand from the WBPDCCL stating that the amount claimed is due by way of loss or damage caused to our would be caused to or suffered by the WBPDCCL by reasons of breach by the said contractor(s) of any of the terms or conditions contained in the said specification or by reasons for the contractor(s) failure in perform the contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ..... (.....).

We undertake to pay to the WBPDCCL any money so demanded within a week not withstanding any dispute or disputes raised by the Contractor(s) supplier(s) to any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

We, ..... further agree that the guarantee herein contain shall remain in force until ..... unless a demand or claim under this guarantee is made on us within the date of expiry of guarantee in writing all your



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rights under this guarantee shall be forfeited and we shall be discharged from all liabilities under this guarantee thereafter.

We, ....., , further agree with the WBPDCCL that the WBPDCCL shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said specification or to extend time of performance by the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said specification and we shall not be relieved from our liability by reasons of any such variation of extension, being granted to the said contractor(s) for any forbearance, act or commission on the part of the WBPDCCL or any indulgence by the WBPDCCL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).

We .....,.....Branch, lastly undertake not to revoke this guarantee during its currency except with the prior consent of the WBPDCCL in writing.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to ..... (.....) and this guarantee is valid up to ..... We shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on or before ....., irrespective of whether or not the original guarantee is returned to us.



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**Annexure E**

**(On Official Letter Head of the Buyer)**

To  
The General Manager (M&C),  
The West Bengal Power Development Corporation Limited,  
Bidyut Unnayan Bhaban,  
3/C, LA-Block,  
Sector-III, Salt Lake City,  
Bidhannagar, Kolkata-700098

Date:

**Subject:- Undertaking for Usage of Fly Ash in Cement / construction / or other ash based Product /industry.**

Dear Sir,

This is certify that we M/s. \_\_\_\_\_, the bidder for the procurement of fly ash from Santaldih Thermal Power Station, WBPDCCL against NIT No. \_\_\_\_\_, the Fly Ash, if allocated to us, shall be used in Cement Manufacturing /construction /or other ash based product /industry.

Thanking You,

(Signature of authorized person)

(Name & Designation)

(Seal /Stamp of Company)