



WEST BENGAL MINERAL DEVELOPMENT & TRADING CORPORATION LTD

(A Govt. of West Bengal Undertaking)

CIN: U14219WB1973SGC028707

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Present Address: WBIIDC Building, DJ-10, Sector-II, 3rd Floor, Salt Lake City, Kolkata -700 091

Memo No. MDTC/SAND/003/875

Dated: 14.04.2022

CORRIGENDUM 3

Ref: Limited Tender Enquiry for Sand Mining RFP as per the following table

CATEGORY A

Name of the District	RFP Numbers
Alipurduar	MDTC/SAND/003/720, 721, 722, 723, 724, 725, 726, 727, 753, 754
Bankura	MDTC/SAND/003/741, 742, 743, 744, 745, 746, 747, 748
Birbhum	MDTC/SAND/003/716
Dakshin Dinajpur	MDTC/SAND/003/750, 751
Darjeeling	MDTC/SAND/003/729, 730
Paschim Medinipur	MDTC/SAND/003/731, 732

CATEGORY B

Name of the District	RFP Numbers
Alipurduar	MDTC/SAND/003/719
Bankura	MDTC/SAND/003/733, 734, 735, 736, 737, 738, 739, 740, 749
Birbhum	MDTC/SAND/003/717, 718
Dakshin Dinajpur	MDTC/SAND/003/752
Paschim Bardhaman	MDTC/SAND/003/728

SI No.	Clause No.	Existing Terms and Conditions	Modified Terms and Conditions
1	8.4 Sub-clause 1.	The preferred Bidder shall submit the Advance Premium Amount to WBMDTCL for 1 st year within 7 days from the date of issuance of Notice to the H1 bidder. The Advance Premium Amount for the 1st year shall be payable in one instalment Amount to be paid online prior to the acceptance of LOI. The advance premium amount shall be estimated by multiplying the highest sand premium rate (in Rs.) quoted by the bidder with the total estimated annual sand quantity (in cft) for the first one year.	The preferred Bidder shall submit 50% of the Advance Premium Amount to WBMDTCL for 1st year within 15 working days from the date of issuance of Notice to the H1 bidder and the rest 50% shall be paid before signing of the agreement. The Advance Premium Amount for the 1st year shall be payable in two instalment, both the instalments shall be paid online. The advance premium amount shall be estimated by multiplying the highest sand premium rate (in Rs.) quoted by the bidder with the total estimated annual sand quantity (in cft) for the first one year.
2	9.2 Sub-clause c	At any point of time, WBMDTCL has right to be the first buyer and the price would be the average selling price of sand by MDO in the last 30 days as recorded in the centralized portal.	At any point of time, WBMDTCL has right to be the first buyer and the price would be the average selling price of sand by MDO in the last 1 month as recorded in the centralized portal. This is subject to a maximum of 20% of annual production capacity (AS per Environmental Clearance for the year).

3.	9.5 sub-clause b	Delay in production of Sand by more than 7 days from signing of Sand Mining Agreement of Work due to fault of the MDO.	Delay in production of Sand by more than 1 month from signing of Sand Mining Agreement of Work due to fault of the MDO.
4.	9.5 Sub-clause c	The quantity of Sand to be excavated by the MDO falls short of the Scheduled Quarterly Capacity as per the approved Mining Plan/ EC/ CTO.	The quantity of Sand to be excavated by the MDO falls short of the Scheduled Yearly Capacity as per EC.
5.	9.6.3	In case of the shortfall in production is more than 25%, occurs in three quarters during the contract period , WBMDTCL shall be entitled to terminate the contract and performance security , Premium Fee Guarantee , additional performance security (if applicable) shall be forfeited.	In case of the shortfall in production is more than 50% , occurs in three quarters during the contract period , WBMDTCL shall be entitled to terminate the contract and performance security, Premium Fee Guarantee , additional performance security (if applicable) shall be forfeited.
6.	9.6.1	In the case of the occurrence of Events of Default as mentioned in Clause 9.5a, 9.5 b WBMDTCL shall seek Liquidated Damages calculated at 1% of the Annual Contract Value for per week delay subject to a maximum of 10% of the Annual Contract Value of Reserve. In case of continuation of such Event of Defaults, WBMDTCL may termination the contract as per its discretion. The termination shall be governed by Clause 9.7.1	In the case of the occurrence of Events of Default as mentioned in Clause 9.5a, 9.5b WBMDTCL shall take reasoned decision to seek Liquidated Damages calculated at 1% of the Annual Contract Value for per week delay subject to a maximum of 10% of the Annual Contract Value of Reserve. In case of continuation of such Event of Defaults, WBMDTCL may termination the contract as per its discretion. The termination shall be governed by Clause 9.7.1
7.	9.6.2	In case of occurrence of Events of Default as mentioned in Clause 9.5 (c), WBMDTCL shall be entitled to seek liquidity damages for the shortfall in production quantity as per the below table:	In case of occurrence of Events of Default as mentioned in Clause 9.5 (c), WBMDTCL shall take reasoned decision to seek liquidity damages for the shortfall in production quantity as per the below table:
8.	Days to be read as working days wherever it is applicable in the RFP Document.		
9.	Dedicated training for all H1 bidders shall be conducted regarding operations on the centralized online portal in due course		
10.	In order to ensure sale of sand over the contract period, the MDO may enter into a regular supply agreement with any buyer/client as per their own arrangement(subject to clause 9.2 c .)		
11.	Shri Joydip Banerjee , Contact No: 09830436056/ joydeep.mdtcl@gmail.com maybe contacted for any technical queries .		

By Order

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Chairman & Managing Director