



West Bengal Mineral Development and Trading Corporation  
Limited (WBMDTCL)

(A Government of West Bengal Undertaking)

## **Request for Proposal**

**For**

**Supply of Non - coking Coal of Indian origin to State Government Owned Thermal  
Power Plants of West Bengal**

Online offer for interested vendors for supply of non-coking thermal coal of Indian origin to any State Government Owned Thermal Power Plants within West Bengal

**RFP No. MDTC/M-Coal/59 (V)/2460 dated 15.09.2023**

**Data Sheet:**

Name of Work	<b>Online offer for interested vendors for supply of non-coking thermal coal of Indian origin to any State Government-owned Thermal Power Plants within West Bengal</b>	
Tender Document No.	Tender No. MDTC/M-Coal/59(V)/2460 dated 15.09.2023	
Application Fee ( <i>non-refundable</i> )	Rs 17,700 (Seventeen thousand Seven hundred) including GST through the portal of wbtenders.gov.in	
EMD	Rs.25,00,000 (Twenty Five lakh only) through the portal of wbtenders.gov.in	
Period of Downloading of RFP Document	15.09.2023 at 17:00 hours to 12.10.2023 at 17.00 hours	
Last Date for receiving Pre-Bid Queries	22.09.2023 by 14.00 hours by email: tenderwbmdtcl@gmail.com	
Date and Time of Pre-Bid Meeting	26.09.2023 at 16.00 hours	
Link for pre-bid conference	Join Zoom Meeting <a href="https://us06web.zoom.us/j/87234828193?pwd=bOfKtrYa3XC0OwA339exorasWjPbbP.1">https://us06web.zoom.us/j/87234828193?pwd=bOfKtrYa3XC0OwA339exorasWjPbbP.1</a> Meeting ID: 872 3482 8193 Passcode: 939718	
Last Date and Time for Submission of bid	12.10.2023 at 16.00 hours	
Date & Time of Opening of Technical Bid	12.10.2023 at 17.00 hours	
Date & Time of Opening of online Financial Bid	To be intimated in due course	
Requirement of Coal	Approx <b>3,75,000 MT (+/-10%)</b> of coal to any State Government Owned Thermal Power Plants within West Bengal with provision for repeat order.	
Specification of Coal	Parameter	Desired Value
	GCV (ADB)	Minimum 3800 kcal/kg
	Total Moisture (ARB)	15% maximum
	Volatile Matter	20% to 30%
	Size	5 mm to 100 mm (less than 5mm: maximum 5%)
Online Platform (e-Tender Portal) for download of NIQ document and submission of Bids :Technical & Financial (BOQ)	<a href="https://www.wbtenders.gov.in">https://www.wbtenders.gov.in</a>	
Office Address	WBIIDC Building, 3rd Floor, DJ-10, DJ Block, Sector-II, Bidhannagar, Kolkata-700091	
Nodal Officer	Nilabja Das, Sr. Manager Marketing, WBMDTCL <a href="mailto:tenderwbmdtcl@gmail.com">Email: tenderwbmdtcl@gmail.com</a> Phone: 033 23590073	

**Online offer for interested vendors for supply of non-coking thermal coal of Indian origin to any State Government-owned Thermal Power Plants within West Bengal as per details and terms and conditions given below.**

Timeline for submission of online offer with documents and EMD at <https://wbtenders.gov.in> As per details given in Data Sheet.

Any further communications, amendments etc. shall be available on the above mentioned website only. WBMDTCL reserves the right to reject any or all bids without assigning any reasons whatsoever.

**Terms and Conditions:**

- 1. Eligibility:** The following eligibility conditions shall apply.
  - a. Bidder shall be either a company or a partnership firm or LLP, registered in India.
  - b. The Bidder shall have valid Trade License.
  - c. The bidder shall submit requisite document as proof of having an office in Kolkata (as per clause no.26).
  - d. Bidder shall have a Solvency Certificate in the format enclosed at **Annexure – II**, from its bank for at least Rs 10 Crore.
  - e. Bidders shall have average Annual Turnover (Gross Revenue) of Rs. 30 Crore in last 3 (three) Financial Years.
  - f. Bidder should have the experience of supplying at least 30 (Thirty) rakes (for definition see clause 3) of indigenous coal by rail in any of the last 7 (Seven) financial years to any government owned power plant in India. Bidder should have its name as the Consignor and the govt. power plant as consignee in the Railway Receipt. Experience of coal handling / transportation/loading / unloading/Rail Cum Road movement will not be considered.
  
- 2. Documents to be submitted with the offer in support of Eligibility:** The following documents should be submitted online along with the offer failing which the bidder shall be disqualified and his offer shall be rejected.
  - a. Power of Attorney (POA) of the Authorised signatory who signs the bid and other documents as per format given in **Annexure - I**
  - b. A Solvency Certificate as per format given in **Annexure - II** from the Bank for at least Rs 10 Crore in favour of the Bidder.
  - c. An Affidavit as per format given in **ANNEXURE-III**
  - d. A self-certified Certificate as per **Annexure-IV A & B** from the Statutory Auditor of the organisation with UDIN no. certifying that the Bidder Average Annual Gross Revenue (in Rs.) and that he has supplied the number of rakes of coal as stated at clause 1(f) above.

Scanned, self-certified and digitally signed (by the Authorised Signatory holding the PoA of the bidder) copies of the above documents shall be uploaded online along with the offer. WBMDTCL reserves the right to call for the original of any or all the document(s) and the vendor shall be required to produce the same.

Documents submitted by bidders shall be scrutinized by WBMDTCL officials and their decision regarding the qualification of bidders based on the documents submitted by them for participation in the e-reverse auction shall be final and binding on the bidders.

In financial bid (BOQ), the bidders have to quote their Initial Price Offers (IPO) less than the ceiling price mentioned in clause no.9 below for discovering the L1 price for the auction. Putting conditions / remarks etc on the IPO shall lead to disqualification of the bidder. Financial bids/ Initial Price Offers (IPO) of only the technically qualified bidders will be opened. The lowest price offered in IPO will be the ceiling price for e-Reverse Auction. The minimum decremental value of the bid in the auction platform is multiple of Rs 2 (two) only.

**Submission of offer:** The document containing the terms and conditions for supply of Non - coking Coal of Indian origin to any State Government Owned Thermal Power Plants within West Bengal may be downloaded from the website <https://wbtenders.gov.in>. The offer should be submitted online only at <https://wbtenders.gov.in> .

Offer submitted in hard copy format/email or by any other mode shall **not** be considered for evaluation.

### **3. Coal requirement: As given in DATA SHEET**

*Note : A rake of coal is assumed to be carrying 4000 MT of coal. Payment and other calculations shall be based on the actual weight of coal received in a rake at the destination end or the RR weight, whichever is lower. However, number of rakes shall be as indicated in the Schedule-I. Order may be placed for the full or a part of the quantity mentioned in the Schedule.*

**Mode of delivery:** Coal has to be loaded onto rakes and delivered to Power Stations by rail only. A standard rake shall consist of 59 wagons.

**Please note that WBMDTCL reserves the right to modify the coal requirement, based on requirements of the power plants.**

**4. Date of submission of Rate:** As per the Timeline given in DATA SHEET

**5. Supply tenure:** Supply should start within 07 days from the date of Purchase Order. Completion of supply shall be as will be mentioned in the Purchase Order.

**6. EMD and Application Fee:** EMD @ Rs 25,00,000/- (Rupees Twenty Five Lakh only) and Rs.17,700/- (including GST) is to be deposited along with the offer before the last date of submission of online

offer. EMD and Application Fee shall be payable through Online/Offline mode directly in <https://wbtdenders.gov.in> website. Non submission of EMD and Application Fee will render the bid disqualified.

Before placement of order on the Successful Bidder, WBMDTCL reserves the right to verify the original supporting documents submitted online by him. In case it is found that the documents are not genuine, the EMD of the bidder will be forfeited.

The Successful Bidder (Vendor) on whom Purchase Order shall be issued, shall furnish Performance Bank Guarantee (PBG) equivalent to 5% of the contract value (Purchase Order value) for 180 (one hundred eighty) days with claim period of 90 (ninety) days (**as per Annexure - V**) failing which his EMD shall be forfeited. On submission of the PBG by the Successful Bidder (Vendor) and on acceptance of the same by WBMDTCL, EMD of the Vendor shall be released.

For any breach of contract by the Vendor including but not limited to failure to supply the ordered quantity of coal of specified quality within stipulated time, the PBG of such vendor shall be encashed. The PBG shall be returned to the successful bidder(s) on completion of the total contract.

**7. Application Fee:** Vendors submitting offer for supply of Non - coking Coal of Indian origin to the Government Power Plants of West Bengal shall have to pay a nonrefundable Application Fee of Rs. 17,700/- including GST. The Application Fee is to be paid online to the same bank account where the EMD is to be deposited. Vendors shall submit the details of the payment made towards Application Fee in the online offer. Offers submitted without Application Fee shall not be considered.

**8. Specification of Coal required:** As given in DATA SHEET.

**9. Ceiling price: INR 5130/- per MT** (being the last purchase price) is the ceiling price for the bid. The bidders are to quote their rates in descending order in financial bid (BOQ) for discovering the L1 price for the auction. The ceiling price is in per MT on delivered to destination basis (Landed rate).

**10.Repeat Order and Validity of L1 rate:** WBMDTCL may place multiple repeat order based on the requirement of the power plants at the same rate, terms and conditions after successful completion of supply of the initial order. The validity of L1 rate shall be valid for minimum 1 (one) year from the date of e-reverse auction. The period may be extended on the basis of mutual consent.

**11.Rate:** To be quoted per MT on delivered to Destination basis (Landed Rate) for the full quantity required at any Power Station. Bidding for supply of part quantity at any Power Station is not permissible. Landed Rate shall have to be quoted in the e-Tender as well as in e-Reverse Auction. Landed Rate shall include price of coal, freight, applicable taxes, duties, levies, royalty, cess etc. The lowest landed rate obtained through e-Reverse Auction shall be considered for acceptance and all subsequent actions including issue of Purchase Order and payment to coal Vendor shall be based on the same.

**Landed Rate = FOR destination price + GST + All other applicable levies, royalty, cess, etc. as applicable legally.**

**12. Validity of Bid:** The bid quoted by the bidder in the e-reverse auction shall remain valid for 180 (one hundred eighty) days from the date of e-reverse auction.

**13. Source of coal:** Coal can be supplied from any location in India as per Vendor's convenience. However, coal supplied from collieries located near to the Power Stations shall be preferred. The source of coal will be from legal sources only and not from any quota at concessional price or preferential price to MSME/Regulated Sectors. The onus of proving the legality of source will always rest on the Successful Bidder (Vendor). In case it is found at any point of time that the supplied coal is not from legal sources, the resultant legal consequences including payment of penalties will be the responsibility of the Successful Bidder as per relevant Acts and Laws.

While submitting their invoices for payment, a signed and stamped declaration that the coal supplied is from legal sources will also be submitted without which no payment will be made.

**14. Bidding Process and Bid evaluation:**

**14.1** For participating in the e-Tender-cum-e-Reverse Auction, bidders need to enroll themselves before hand with the above stated website <https://www.wbtenders.gov.in>. The bidders are advised to see the “Important Notice to bidders on e-Tendering” given at <https://www.wbtenders.gov.in>. The web site also has user manuals with detailed guidelines on enrollment and participation in the online bidding process. The user manuals can be downloaded for ready reference. A Bidders Training Manual on the Bid Submission Process, which is available at <https://www.wbtenders.gov.in>, is given at Annexure – IV for reference only. However, bidders are advised to visit the website and keep themselves updated on the changes/ modifications in the process, if any Queries pertaining to the e-Tender-cum-e-Reverse Auction system may be addressed to the E-tender Cell by sending an E-Mail to [etender@wb.nic.in](mailto:etender@wb.nic.in). OR may be addressed to [tenderwbmdtcl@gmail.com](mailto:tenderwbmdtcl@gmail.com). Bidders can also visit the NIC helpdesk at 3, Commissariat Rd, Hastings, Kolkata, West Bengal, PIN– 700022 for training/familiarization on the e-tendering/auction systems on working days between 11 AM to 4 PM.

WBMDTCL will not be held responsible if any bidder fails to submit his bid online and/or participate in the e-Reverse Auction in web portal of NIC for any reason whatsoever.

The bidders who submit their offers, other documents, Application Fee and EMD by the stipulated date and time as per DATA SHEET and are found to be eligible, shall be able to participate in the e-reverse auction.

**14.2** The e-Tender-cum-e-Reverse Auction for price bid shall be conducted on <https://www.wbtenders.gov.in> on the notified date and time. The ceiling price as provided in clause no. 9 is the highest Price for participating in the financial bid (IPO) in the e Tender. *The lowest price obtained in the Financial Bids (IPO) in the e Tender, will be taken as the Ceiling Price for e-Reverse Auction.*

The lowest price bid (L1 bid) received through e-Reverse Auction shall be considered for acceptance.

**15. Issuance of Purchase Order:**

- (a) Upon acceptance of the Price and placement of order by the Power Plants, WBMDTCL shall issue Letter of Intent (LOI) to the L1 Bidder asking him to deposit the Performance Bank Guarantee (PBG) of 5% of order value within 15 (fifteen) days of LOI. Purchase Order will be issued after 7 (seven) days of submission of PBG. The Purchase Order shall mention the bid price as the all –inclusive supply rate (Landed Rate) of coal and the Vendor shall be paid at this rate. The vendor shall sign and return a copy of the Purchase Order alongwith the bank guarantee towards Performance Guarantee to WBMDTCL within three working days from the date of issue of the same as proof of his acceptance of the Purchase Order. The acceptance of the Purchase Order shall form the contract between WBMDTCL and the Vendor. In case, the Vendor does not accept the Purchase Order, it will be deemed that he is not interested in honouring the bid submitted by him and under such circumstances, his EMD for the quantity, for which Purchase Order was placed, shall be forfeited without any further reference to him. No correspondence / complaint in this regard shall be entertained.
- (b) Although offers are invited for supply of coal as per above stated requirement, Purchase Orders may ultimately be issued to Successful Bidder for a lower quantity as well. Under such circumstances, no complaint from the successful bidders in this regard shall be entertained and they will have to supply the ordered quantity of coal as per the Purchase Order failing which their EMD / Performance Guarantee shall be forfeited. WBMDTCL shall not be liable / held responsible for any loss or other consequences suffered by the bidders owing to such reduction in ordered quantity.

**16. Taxes and duties:** Although the rates to be quoted (including price of coal, freight, applicable taxes, duties, royalty, cess and levies) are 'on delivered to destination' basis (Landed Rate), the Vendor should submit Tax invoice on WBMDTCL for supply of coal rake wise clearly stating the coal value including Royalty Cess and applicable taxes i.e. GST (as applicable), Freight separately as per the Supply Order.

**17. Penalty Calculation for deduction from payment:**

Coal sample will be taken as per IS 436-1-1(1964) from each rake and the parameters like GCV, Total Moisture and Volatile Matter will be tested and evaluated for the coal received at Thermal Power Stations. Coal sampling and testing will be done as per IS 1350-1 (1984) on 'rake to rake' basis and deduction of payment, if any, shall be made as per clauses given below. Any adverse deviation from the desire value of the parameters mentioned above shall be penalized and payment on this ground shall be deducted as below;

Weighted average GCV of all rakes received at the plant will be considered for penalty calculation under clause no. 17 (i) (a to c) as applicable. But if GCV of a particular rake falls below 3000 kcal/kg

then penalty of that particular rake will be calculated separately as per clause 17. (i). (d) below and that particular rake will not be considered in weighted average GCV calculation.

- i) For shortfall in GCV: Suppose received GCV (ADB) is X and Landed rate is Rs. R per tonne.
- (a) If X is between 3800 Kcal/Kg and 3600 Kcal/Kg, then penalty will be calculated as  $[(3800-X) / 3800] * R$ .
  - (b) If X is between 3600 Kcal/Kg and 3300 Kcal/Kg, penalty will be calculated as  $[(3800 - 3600)/3800]*R + [2*((3600- X)/3600)*R]$
  - (c) If X is between 3300 Kcal/Kg and 3000 kcal/kg, penalty will be calculated as  $[(3800-3600)/3800]*R + [2* ((3600-3300)/3600)*R] + [4*((3300-X)/3300)*R]$
  - (d) If X is below 3000 kcal/kg, payment shall be made at the rate of Re. 1/- per tonne only for received quantity of coal.
- ii) If the Total weighted average Moisture (ARB) exceeds 15%, then there will be adjustment in weight of coal received to the tune of excess percentage of moisture over 15%. For example, if Total Moisture (ARB) is found to be 17.6%, then the weight of the coal received shall be reduced by (17.6% - 15% = 2.6%). Thus, payment shall be computed on 97.4% of the weight of the coal received.
- iii) For weighted average volatile matter (VM) [less than 20%]: Suppose VM is Y, then penalty for Y less than 20% will be calculated as  $[(20 - Y)/20]*R$ .
- iv) Penalty for Delay in Delivery: In case coal is not delivered within the stipulated period or any extension granted by WBMDTCL, the seller shall liable to pay penalty towards delay in delivery to the purchaser upto 1% per week or part thereof on the price of such portion of material delayed delivered subject to a ceiling of 10% of the undelivered cost of coal. If the delay extends by more than 10 weeks, the purchaser shall have the right to treat such delay as a breach of contract. However, waiver of penalty for delayed delivery may be considered only for the cause of delay due to railway rake supply and logistic subject to the submission and verification of Railway document.

No premium will be paid if the limits go high for GCV and VM and Low for Total Moisture.

Incase the Power Plant imposes any other penalty or modifies any other clause in their order; such modification will be applicable to this contract also.

#### **18. Liquidated Damage:**

- a. If the successful Bidder fails to start the supply work within 7 (seven) days of the receipt Letter of Intent/Work Order, then WBMDTCL shall forfeit the Earnest Money Deposit (EMD) and shall



be free to have the work executed through any other party at WBMDTCL's discretion and at the risk and cost of the successful bidder.

- b. WBMDTCL will impose Liquidated Damage @ of 1% of the total contract value of the work per week of delay or part thereof subject to a ceiling of 10% of the total contract value of the work.

**19. Termination and Blacklisting:** If the successful bidder does not abide by the terms and conditions as given in clause 18, WBMDTCL reserves the right to terminate the contract at any time and forfeit the Performance Guarantee with blacklisting of the bidder for non-performance of the supply work for 5 years.

**20. Non-Delivery / Short Delivery of coal:** If you fail to deliver the ordered quantity in terms of number of rakes within the delivery period or any extension thereof, if any, your Performance Guarantee for the number of rakes not supplied shall be forfeited by WBMDTCL. Granting of extension shall be at the sole discretion of WBMDTCL.

**21. Payment:**

75% payment will be made within 30 days on receipt of material at Thermal Power Stations and balance 25 % payment will be made within 30 days after receiving the test certificates for the particular rake after making deduction for any claim of Power Plant and adjustments, if any, subject to receipt of payments from Power Plant.

All payments as stated above shall be subject to this clause that the payment will be made by WBMDTCL to the coal Vendor only after receipt of payment from Power Plant. WBMDTCL shall not be held responsible for any delay in releasing payment to the coal Vendor which may be caused due to delayed release of payment by Power Plant.

Formula for determination of payment;

If certified weight of coal received at power stations in Metric Tonne (MT) is M and Landed Rate is per tonne is Rs. R, then total payment shall be =  $M \times R$ , subject to adjustments for quality of coal for test results.

**22. Tests:**

Tests will be carried out by Power Station Laboratories or by Third Party Agencies (Testing Agency) deputed by Power Plant. Samples may be collected from Thermal Power Plant jointly for tests. The coal Vendor may depute his representative to witness sampling of coal by Power Plant and/or for collection of his sample. If the Vendor's representative is not present at the time of collecting the sample, the sample collected by Power Plant's representative will be sent for testing. The results of the test carried out at Power Plant / Testing Agency's lab shall be treated for adjustments in payments. Cost of collecting samples and testing in lab shall be borne by Power Plant. If the Vendor is not satisfied with the test results, he may ask for

referee sample to be tested in a government lab whose results shall be final and binding. The Vendor shall have to bear the cost of such test in the government lab and the said cost shall be deposited by the Vendor to WBMDTCL.

**23 . Weighment :**

Whichever is lower between the Gross Weight (laden weight/first weight) recorded at Power Station weighbridges or the RR gross weight, will be considered as “gross weight”: The tare weight written on the RR will be considered as the tare weight. For determining the weight of received coal quantity, difference between gross and tare weight will be considered. In case weighbridge is out of order at unloading end, RR Weight will be considered for loaded wagons.

**24 . Transit Loss:** Transit loss, if any, will be to the account of the Vendor.

**25 . Type of wagon:** To be done by BOXN / BOBRN wagons only suitable for unloading as indicated in the Schedule-I. However transport via BOBR wagons is preferable. All arrangements are to be made by the Vendor for transportation of Coal from loading point to the Power Stations. Before arranging the rakes the party should also check the type of wagons suitable for the Power Stations’ unloading system.

**26 . Unloading of Rake:** Unloading of rakes shall be done by Power Plant at their own cost and demurrage of rakes, if any, shall be settled by Power Plant directly with the Railways.

Overloading / underloading charges towards railway freight, if any, shall have to be borne by you. Demurrage at loading point, if any, shall be borne by you.

**27 . Coal Properties:** Coal supplied should not be sticky and should be easily unloadable. If Power Plant has to pay demurrage for rake detention caused due to poor coal quality or due to oversized coal, the same alongwith manual unloading charges, if any, shall be recovered from you. You may depute your representative to witness unloading of coal and the authorised representatives of WBMDTCL and WBDPCL shall jointly sign a Joint Unloading Witness Statement in duplicate with their remarks rake to rake basis.

**28 . Local Office:** In order to ensure regular coordination and communication with Power Plant and WBMDTCL, the Successful Bidder/Vendor shall have an office in Kolkata throughout the Supply Period. The successful Bidder/Vendor who does not have any office in Kolkata must ensure that they should establish an office in Kolkata before the commencement of supply.

**29 . Statutory Compliance:** The Vendor shall carry out the supply work in strict compliance of the statutory provisions specified in all relevant Acts and Rules including, but not restricted to, the following:

- i) Employee’s Compensation Act, 2010

- ii) Payment of Bonus Act, 1965 and rules framed thereunder
- iii) Apprentices Act 1961 and rules framed thereunder
- iv) Contract Labor (Regulation and Abolition) Act, 1986
- v) Payment of Wages Act, 1936 and Rules, 1950
- vi) Maternity Benefit Act, 1961
- vii) Employer's Liability Act, 1923
- viii) Employment of Children's Act, 1938
- ix) Minimum Wages Act, 1948,
- x) The Maternity Benefits (Mines) Rules, 1963
- xi) Factories Act, 1948
- xii) Child Labour (Prohibition and Regulation) Act 1986
- xiii) Any other applicable statutory acts and rules.

**3 0 . Indemnity:** The Vendor shall indemnify and hold harmless WBMDTCL from any claim from third party for loss, injury, damages, compensation or violation of any statutes or Acts of the State and the Central Government or any claim from any third party whatsoever as a consequence of execution of this contract.

**3 1 . Delivery Period:** The delivery of the contract will be intimated while placing orders for different Power Plants as per intimation received from Power Plant to WBMDTCL.

**3 2 . Force Majeure:**

If, any time during the continuance of the contract, the performance, in whole or in part by either Party, of any obligation under the contract be prevented or delayed by reason of any war, hostility, act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes (not attributed to Vendor) , lock-outs, Technical and/or Connectivity failure which is entirely beyond the control of either Party or acts of God (hereinafter referred to as 'events') provided notice of happening of any such eventuality is given by the affected party to the other within 07 days from the date of occurrence thereof, neither party shall by reason of such event have any claim for damages against the other in respect of such non-performance or delay in performance, provided further that if the

performance in whole or part of any obligation under the contract is prevented or delayed by reasons of any such event for a period exceeding thirty days, the parties shall try to arrive at an amicable settlement and failing such settlement both WBMDTCL and the Vendor reserve their rights to terminate the contract as per provisions herein contained.

- 3 3 . Jurisdiction:** Only the competent Court at Kolkata shall have exclusive jurisdiction relating to this Tender/Contract.
- 3 4 . Waiver:** The failure of either Party at any time to require performance by the other party of any provision hereof shall in no way effect the right of that party hereafter to enforce the same. Nor shall any waiver by either Party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision on as a waiver of this provision itself.
- 3 5 . Inspection before dispatch:** Representative of Power Plant may visit the goods shed siding coal stock to check the physical quality of coal (like – wety/muddy/dusty-nature/stone/ coal boulder etc.). At the time of loading, representative of Power Plant may like to visit the siding to ensure the physical quality, successful Bidder must be intimate Power Plant the schedule of rake loading at least 03(Three) working days in advance to witness the rake loading. Based upon the clearance of the representative of Power Plant on their visit, material to be dispatched to the plant.
- 3 6 .** WBMDTCL is not bound to accept the lowest bid and reserves the right to cancel the bid of any or all bidders without assigning any reason whatsoever.

**Annexure I: Power of Attorney**

*(to be executed on Non Judicial stamp paper of INR 100/- and duly notarized)*

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for supply of Non – coking Coal of Indian origin to Thermal Power Plants of West Bengal including but not limited to signing and submission of all applications, bids and other documents and writings, participate in conferences and providing information/ responses to WBMDTCL/Designated power Plants, representing us in all matters before WBMDTCL/ Designated power Plants, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with WBMDTCL and Designated power Plants in all matters in connection with or relating to or arising out of our bid for the said Coal Supply job and/ or upon award thereof to us and/or till the end of the Supply Period.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2023

For

.....  
(Signature, name, designation and address of authorised signatory)

Witnesses:

1.

2.

Accepted

[Notarized]

(Signature)  
(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the 14xecutants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
  
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

**ANNEXURE – II FORM OF SOLVENCY CERTIFICATE FROM A SCHEDULED BANK**

(On Banks Letter Head)

**Ref:**

**Date:**

**To**

**The Managing Director  
West Bengal Mineral Development & Trading Corporation Limited  
WBIIDC Buildings, 3<sup>rd</sup> Floor,  
DJ-10, Sector-II, Salt Lake, Kolkata-700091**

This is to certify that to the best of our knowledge and information M/s/Sri .....  
.....having their Registered Office at ....., is/are solvent to the  
extent of Rs. .... (Rs ..... Only) as disclosed by the information and records which are available  
with this bank.

It is further notified that this certificate is being issued at the request of (Name of Bidder) without  
attaching any risk and responsibility on our part in any respect whatsoever more particularly either as  
guarantor or otherwise.

( Signature with Seal)  
for the Bank

*Note: In case of partnership firm, certificate to include names of all partners as recorded with the Bank.*

### **Annexure III: Format for Affidavit**

*(To be executed on Non Judicial Stamp Paper of INR 100/- and duly notarized)*

Date:

To,

West Bengal Mineral Development & Trading Corporation Limited  
3rd Floor, DJ - 10 (WBIIDC Building)  
DJ Block, Sector II, Salt Lake City  
Kolkata 700 091

Dear Sir,

1. I/ we hereby solemnly declare that none of our directors or partners or designated partners or promoters, jointly or severally and/ or individually or our partnership firm/ company/ LLP is not presently blacklisted by the Central Government or any State Government Department/ Public Sector Undertakings/ agency/ organization in India. We do not have any order/ declaration of insolvency, judgment or order of punishment/ sentence by any court of law or any judicial/ quasi-judicial body restraining us from participating in this Tender Process.
2. I/ we hereby solemnly declare that all information furnished by us either in any self-certified supporting document or any other document including duly filled in Annexures in respect of fulfilment of eligibility criteria of this Tender document is complete, genuine, authentic, true and valid.
3. I/ we hereby further declare that, if the declaration is found untrue at any time, WBMDTCL shall be entitled to take any action against us severally and/ or individually or our partnership firm/ company/ LLP in this regard in any manner that may be deemed fit by WBMDTCL.
4. I/ we hereby further declare that, if the declaration is found untrue at any time, WBMDTCL shall be entitled to take any action including forfeiture of Earnest Money Deposit (EMD) and Blacklist of Business for atleast 5 (Five) years by WBMDTCL.

Yours Faithfully,

Signature & Name of the Applicant holding POA with Official Seal



**ANNEXURE- IV A**

*[To be submitted in the Letter head of Statutory Auditor with UDIN]*

**To whom it may concern**

Sl. No.	Item	Particulars
1	Name of Company (Bidder)	
2	Status (Company or LLP or Partnership)	
3	Contact Information: Phone No.	
	Email	
	Address	
4	Address of Office Space in Kolkata	
5	GSTN	
	PAN	
	TRADE LICENCE NO	

Signature of Statutory Auditor with Stamp, Date & UDIN

Accepted & Attested

Signature of Authorised Signatory having PoA with Stamp & Date

**Annexure-IV B**

*[To be submitted in the Letterhead of Statutory Auditor with UDIN]*

**To whom it may concern**

This is to certify that M/s \_\_\_\_\_ (Name of the Company i.e Bidder) has the requisite average Annual Turnover (Gross Revenue) of Rs. 30 Crore in last 3 (three) Financial Years as per details given below:

Annual Turnover	FY 2020-2021	FY 2021-2022	FY 2022-2023	Total	Average

Also certified that M/s \_\_\_\_\_ (Name of the Company i.e Bidder) has the requisite experience of supplying at least 30 (Thirty) rakes of indigenous coal by rail in the last 7 (seven) financial years to any government owned power plant in India as per details given below:

Year	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total
Rakes supplied to any government owned power plant in India								

Signature of Statutory Auditor with Stamp, Date

Accepted & Attested

Signature of Authorised Signatory having PoA with Stamp & Date

**ANNEXURE – V: BANK GUARANTEE FORMAT FOR PERFORMANCE GUARANTEE**

To,  
West Bengal Mineral Development & Trading Corporation Limited  
(A Government of West Bengal Undertaking)  
WBIIDC Buildings, 3rd Floor,  
DJ-10, Sector-II, Salt Lake, Kolkata-700091

Re: Guarantee No.....

Dear Sir,

1. In consideration of your having agreed to exempt M/s....., a company registered under the Companies Act 1956 having its Registered Office at.....(hereinafter called the said Vendor) from the demand, under the terms and conditions of the Purchase Order/ Contract No.\_\_\_\_\_ dt. \_\_\_\_\_ made between yourselves and M/s\_\_\_\_\_ for (hereinafter called the said agreement), from payment of the security deposit for the due fulfillment by the said Vendor of the terms and conditions contained in the said agreement, on production of Bank guarantee for Rs.\_\_\_\_ (Rupees\_\_\_\_\_ only), we (hereinafter referred to as “the bank”) at the request of M/s.\_\_\_\_\_, the said Vendor do hereby undertake to pay to you amount not exceeding Rs. (Rupees.....only) against any loss or damage caused to or suffered or would be caused to or suffered by you by reason of any breach by the said Vendor of any of the terms and conditions contained in the said agreement.

2. We do hereby undertake to pay without demur and keep you indemnified to the extent of the said sum of Rs.\_\_\_\_\_ /- (Rupees\_\_\_\_ Only) from and against all claims, demands, proceedings, losses and damages that may be caused to or suffered by you by reason of any default or defaults on the part of our said Constituent, viz., the Said Vendor in the due fulfillment and performance of the contract and/or payment of taxes and dues as may be assessed under and pursuant to the Purchase Order/Contract above referred in accordance with the true intent and meaning thereof and in the event of any default or defaults or failure to pay on the part of the Said Vendor as aforesaid, we shall forthwith on demand and without any demur or protest, pay to you and/or your authorized agent any sum or sums of money not exceeding in the aggregate of Rs. /- (Rupees Only) as may be claimed by you as due from our said Constituent viz., the said Vendor be it your losses, damages, costs, charges or expenses arising out of directly or indirectly on the part of the Said Vendor.

3. Notwithstanding anything contained herein to the contrary, your decision as to whether the Said Vendor viz., our said Constituent has committed any default or defaults or failure and the amount or amounts to which you are entitled to by reason thereof, will be binding on us and we shall not

be entitled to ask you to establish your claim or claims under this guarantee, but we shall pay the same to you forthwith on your demand, without any protest or demur.

4. This guarantee shall continue and hold good until or alternatively it is released by you in writing on the application made by the Said Vendor after final Completion of assessments to Sales-tax and/or any other assessment arising out of such supplies made.

5. Should it be necessary to extend this guarantee on account of any reason whatsoever we \_\_\_\_\_ .(name of the Bank) hereby undertake to extend the period of this guarantee on your written request but at the costs and expenses of our Constituent till such time, as may be required by you. Your decision in this regard shall be final and binding on us.

6. You will have the fullest liberty, without affecting this guarantee, from time to time, to vary any of the terms and conditions of the contract as between yourself and our said Constituent or to extend the time for performance of the contract or to postpone at any time or from time to time, any of your rights and powers against the Said Vendor, either to enforce or to forbear to enforce any of the terms and conditions of such contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to the matters aforesaid or by reason of any extension of time or any other forbearance, act or omission on your part or any indulgence by you to the Said Vendor viz., our said Constituent or by any variation or modification of the said contract or any other act, matters or things whatsoever, which under the law relating to sureties would, but for these agreement hereof have the effect of so releasing us from, our liability hereunder: provided, that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. /- (Rupees \_\_\_\_\_) Only as aforesaid.

7. This guarantee shall not in any way be effected by your taking or varying or giving up any securities from the Said Vendor or any other person, firm or company on its behalf or by winding up, dissolution, merger, amalgamation or absorption as the case may be of the Said Vendor.

8. In order to give full effect to this guarantee herein contained, you shall be entitled to act as if, our Bank were your principal debtor in respect of all your such claims against the Said Vendor, hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

9. Subject to the maximum monetary limit of our liability as aforesaid, this guarantee shall cover all your claim or claims whatsoever against the Said Vendor from time to time, arising in any manner out of or in relation to the said contract/Purchase Order and in respect of which your claim in writing is lodged on us on or before the expiry of this guarantee.

10. Any notice by way of demand or otherwise may be sent by you by courier, FAX , email or registered post to our local address as aforesaid and if sent by post by postage pre-paid, it shall be deemed to have been served on us when the same has been posted.

11. This guarantee shall not be affected by any change in the constitution of the Said Vendor or our Bank nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith, but will ensure to the benefits and be available to and enforceable by the absorbing or amalgamated company or concern, as the case may be.

12. Any forbearance, act or omission on your part in enforcing any of the conditions of the said contract/Purchase Order or showing any indulgence by you to the Said Vendor shall not discharge us any way

and/or our obligations under this guarantee being firm, unequivocal and irrevocable.

13. We further agree and undertake to pay to you the amount demanded by you in writing subject to the monetary limit specified hereinbefore, notwithstanding the pendency of any dispute or litigation including arbitration, arising out of the said contract/ Purchase Order and/ or this guarantee as between yourself and our said Constituent before any court, Tribunal or forum.

14. We have powers to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this guarantee under the Delegation of Power granted to the undersigned by the Bank.

15. This guarantee shall be subject to the exclusive jurisdiction of competent court in Kolkata only, to the exclusion of other courts, notwithstanding conflict of jurisdictions.

16. Notwithstanding anything contained hereinabove: -

- a) Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only;
- b) This guarantee shall be valid up to .....; and
- c) We are liable to pay the guarantee amount or any part thereof under this guarantee if you serve upon us the written claim or demand on or before .....

We.(Bank) do further undertake not to revoke this guarantee, except with your prior, written consent/approval.

SIGNED, SEALED AND DELIVERED  
Bank  
(Name) Authorized Signatory  
For and on behalf of by the Bank