



**WEST BENGAL MINERAL DEVELOPMENT &  
TRADING CORPORATION LTD.**  
**(A Govt. of West Bengal Undertaking)**

CIN : U14219WB1973SGC028707  
Regd. Office : WBIIDC Building, 3rd Floor  
DJ-10, Sector-II, Salt Lake, Kolkata-700091  
Phone : 033-2359-0073  
Email : wbmdtcltd@gmail.com  
Website : mdtdl.wb.gov.in

Memo No.: MDTC/SAND/004/Part-2/1061

Date: 26.04.2023

**CORRIGENDUM**

Ref. RFP No.: MDTC/SAND/004/Part-2/891 dated 06<sup>th</sup> April, 2023

Sl. No.	Clause No.	Existing Terms and Conditions	Modified Terms and Conditions
1	Chapter 2 Sl. No. B1	The applicant must be a (i) company within the meaning of Companies Act, 2013; or (ii) limited liability partnership (“LLP”) registered under the Limited Liability Partnership Act, 2008 or (iii) Consortium and the Applicant or the Lead Member of the Consortium must be on the date of submission of the application, engaged in mining of any mineral (other than Earth)	The applicant must be a (i) company within the meaning of Companies Act, 2013; or (ii) limited liability partnership (“LLP”) registered under the Limited Liability Partnership Act, 2008, <b><u>(iii) Partnership registered under the Partnership Act, 1932</u></b> or (iv) Consortium and the Applicant or the Lead Member of the Consortium must be on the date of submission of the application, engaged in mining of any mineral (other than Earth)
	Chapter 2 Sl. No. B2	(A) Total Value of Mineral mined (other than Earth):  The Applicant or the Members of the Consortium as lessee or quarry permit holder or a contractor of lessee /quarry permit holder must have executed at least 1 (one) mining work in relation to a mine/quarry work in the last 5 (five) financial years, (FY 2018-2019, 2019-2020 2020-2021,2021-2022 and 2022-2023) amounting to a value not less than INR 1 (One) Crore.  or  (B) Total Quantity of Mineral mined (other than Earth) :  In last 5 (five) financial years (FY 2018-2019, 2019-2020 2020-	(A) Total Value of Mineral mined (other than Earth):  The Applicant or the Members of the Consortium as lessee or quarry permit holder or a contractor of lessee /quarry permit holder must have executed at least 1 (one) mining work in relation to a mine/quarry work in the last 5 (five) financial years, (FY 2018-2019, 2019-2020 2020-2021,2021-2022 and 2022-2023) amounting to a value not less than INR 1 (One) Crore.  or  (B) Total Quantity of Mineral mined (other than Earth) :  In last 5 (five) financial years (FY 2018-2019, 2019-2020 2020-



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	<p>2021,2021-2022 and 2022-2023), the Applicant or the Members of the Consortium as lessee or quarry permit holder or a contractor of lessee /quarry permit holder should have mined a minimum quantity of 2 (two) Million Metric Tonne of mineral or aggregate.</p> <p>Note: For Consortium, cumulative relevant experience of all the members will be considered.</p> <p>*For the purpose of this eligibility criteria, 'mine' shall have the meaning as defined in the Mines Act, 1952.</p>	<p>2021,2021-2022 and 2022-2023), the Applicant or the Members of the Consortium as lessee or quarry permit holder or a contractor of lessee /quarry permit holder should have mined a minimum quantity of 2 (two) Million Metric Tonne of mineral or aggregate.</p> <p><b><u>*The applicant as lessee or quarry permit holder or a contractor of lessee / quarry permit holder shall be deemed to be eligible and recognized if the statutory dues (royalty, cess etc. as applicable) are paid by them in their own name.</u></b></p> <p>Note: For Consortium, cumulative relevant experience of all the members will be considered.</p> <p>*For the purpose of this eligibility criteria, 'mine' shall have the meaning as defined in the Mines Act, 1952.</p>
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Enco: Modified Annexure-B3, B4 and B6

By Order

-Sd-

Chairman & Managing Director

**Annexure B3(Modified)**

**Format for Power of Attorney for Authorized signatory  
(Applicable for Company or LLP or Partnership Firm or Lead Member of the  
Consortium)**

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

Date:

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. \_\_\_\_\_, son/ daughter/ wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, 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 application for West Bengal Mineral Development Corporation Limited (WBMDTCL) in connection with Notice No. \_\_\_\_\_ dated \_\_\_\_\_, including but not limited to signing and submission of all applications, and other documents, to participate in pre-application meetings and other conferences and providing information/ responses to WBMDTCL, representing us in all matters before WBMDTCL, signing and execution of all agreements and undertakings consequent to acceptance of our application, and generally dealing with WBMDTCL in all matters in connection with or relating to or arising out of our application for the said Empanelment with WBMDTCL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 \_\_\_\_\_, 2022.

For

\_\_\_\_\_

Name:

Title:

Address:

(Accepted)

(Name, Title, Address of the Attorney)

WITNESS:

- 1.
- 2.

***[NOTE: It has to be noted this PoA in favour of the authorized signatory for signing the application should be supported by the Board Resolution, in case of a company or approval by the partner/ designated partner (holding majority equity) in case of partnership/ LLP empowering the signatory of PoA for signing such kind of PoA.]***

## Annexure B4(Modified)

### Format Regarding Details of the Applicant

*[To be submitted on the letter head of the Statutory Auditor of the Applicant or the Statutory Auditor of Each Member of the Consortium]*

Date:

#### A. General Information

Name of the Applicant	
Address of Registered Office / Place of Business	
Address for Correspondence	
Mobile No.	
E-mail Address	
Status of the Applicant ( Whether Company or LLP or Partnership Firm or Consortium)	
Name of the Person holding Power of Attorney for a Company or LLP or Partnership Firm or Consortium as per Annexure-B3	
CIN/ Partnership Registration No. of the Applicant	
Trade License No.	
PAN of the Applicant	
TAN of the Applicant	
PF Registration No.	
GST Registration No.	

Signature & Name of the Statutory Auditor with UDIN & Official Seal

Self Attested

Signature & Name of the Applicant with Official Seal

## **Annexure B6(Modified)**

### **Format for Consortium Operating Agreement**

*(To be executed on Non Judicial Stamp paper of appropriate value)*

THIS CONSORTIUM OPERATING AGREEMENT is entered into on this the ..... day of ..... 2022.

#### **AMONGST**

1. ...., a company being a company duly incorporated under the laws of [●]<sup>1</sup> and having its registered office at [●] (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### **AND**

2. ...., a company being a company duly incorporated under the laws of [●]<sup>2</sup> and having its registered office at [●] (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

#### **WHEREAS,**

- A. The Parties are interested in jointly participating in the EOI as members of a Consortium and in accordance with the terms and conditions of the Notice Inviting EOI and
- B. It is a necessary condition under the Notice Inviting EOI that the members of the Consortium shall enter into a Consortium Operating Agreement and furnish a copy thereof with the EOI.

#### **NOW IT IS HEREBY AGREED as follows:**

##### **1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning given thereto under the Notice Inviting EOI.

##### **2. Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the EOI.
- 2.2 The Parties hereby undertake to participate in the EOI only through this Consortium and not individually and/ or through any other consortium constituted for this EOI, either directly or indirectly or through any of their associates.

##### **3. Covenants**

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<sup>1</sup> Jurisdiction in which the company is incorporated

<sup>2</sup> Jurisdiction in which the company is incorporated

The Parties hereby undertake that at the time of participation in bids for selection of the operator/s for specific block /group of blocks of sand mines by way of bidding process, shall form a company or a LLP to become an eligible participant in such bidding process

#### **4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead Member of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the EOI;

(b) In addition to the above, the role of the Party of the First Part shall be as follows:  
-

*(please provide)*

The role of the Party of the Second Part shall be as follows: -

*(please provide)*

#### **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the EOI and in accordance with the terms of the Notice Inviting EOI.

#### **6. Shareholding in the SPV**

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party: [●]%<sup>3</sup>

Second Party: [●]%<sup>4</sup>

6.2 The Parties undertake that they shall not undertake any change in ownership, except with prior written approval of WBMDTCL.

6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Notice Inviting EOI.

#### **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

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<sup>3</sup> At least 51%

<sup>4</sup> At least 26%

- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and Board Resolution/ Power of Attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date and shall continue in full force and effect until the expiry of the empanelment process of EOI. However, in case the Consortium is not qualified, the Agreement will stand terminated.

## **9. Miscellaneous**

- 9.1 This Consortium Operating Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of WBMDTCL.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED



For and on behalf of  
LEAD MEMBER by:

(Signature)  
(Name)  
(Designation)  
(Address)

For and on behalf of  
SECOND PART

(Signature)  
(Name)  
(Designation)  
(Address)