



West Bengal Mineral Development and Trading
Corporation Limited (WBMDTCL)
(A Government of West Bengal Undertaking)

Request for Proposal (RFP)

For

Mining and Purchase of Black Stone from Black Stone Deposit
(Pachami- South Block)

At

Mouza- Hatgacha (J.L. No:-1), Chanda (J.L. No:-2) and Pachami (J.L.
No:-3) under P.S. – Md. Bazar, Dist. – Birbhum, West Bengal
(Area- 69.433 acre)

RFP No. MDTCL/P-142/325 dated 15.02.2024

Table of Contents

	Schedule Sheet	3
	Data Sheet	4
1	Disclaimer	5
2	List of Abbreviations	7
3	Definitions and Rules of Construction	8
4	Introduction	11
5	Instruction to Bidders	13
6	General conditions regarding submission of Bid	17
7	Bid Opening & Evaluation	21
8	Utilization of Black Stone Mineral	22
9	Terms and Conditions for MDOP	22
10	Performance Security	32
11	Termination	32
12	General Terms and Conditions	33
13	Force Majeure	36
	Annexure 1 : Format for Power of Attorney	38
	Annexure 2 : Format for Bid Letter	39
	Annexure 3 : Format for Affidavit	41
	Annexure 4 : Format for Declaration against Blacklisting	43
	Annexure 5 : Format Regarding Eligibility of the Applicant	44
	Annexure 6 : Format for Consortium Operating Agreement	46
	Annexure 7 : Information of the Site	49

Schedule Sheet:

Name of Work	Mining and Purchase of Black Stone from Black Stone Deposit (Pacham South Block) Mouza- Hatgacha (J.L. No:- 1), Chanda (J.L. No:-2) and Pachami (J.L. No:-3) under P.S. – Md. Bazar, Dist. – Birbhum, West Bengal (Area- 69.433 acre)
RFP NO	MDTC/P-142/325 dated 15.02.2024
Tender Document Fee (to be paid through a demand draft (DD) from a scheduled bank drawn in favour of “West Bengal Mineral Development and Trading Corporation Limited” payable at Kolkata	Rs.17700/-(Base Price- Rs15000/-+18%GST)
e-auction portal of Govt. of West Bengal	https://eauction.gov.in
Period for Downloading of RFP	16.02.2024,10:00HRS 29.02.2024,13:00 hrs
Last Date of sending Pre-Bid Queries	21.02.2024 till 15:00 Hrs
Email address for submitting pre-bid queries	tenderwbmdtcl@gmail.com
Date & Time of Pre-Bid Conference	23.02.2024, 16:00 Hrs
Last Date & Time for Online Submission of Bid	29.02.2024at 16:00Hrs
Last Date & Time for Offline Submission of Supporting Documents	29.02.2024 at 17:00 Hrs
Date & Time of Online Opening of Techno-Commercial Bid	29.02.2024 at 17:30 Hrs
Date & Time of Online E-auction	02.03.2024 at 12:30 Hrs
Place of Opening of Techno commercial Bids	West Bengal Mineral Development & Trading Corporation Ltd. (WBMDTCL) WBIIIDC Building, 3rd Floor, DJ-10, DJ Block, Sector-II, Bidhannagar, Kolkata-700091
Nodal Officer	Sri Shyama Prasad Hazra, DGM (Project), WBMDTCL Email:tenderwbmdtcl@gmail.com Landline Number : 033 2359-0073

Data Sheet

#	Parameter	Details
1.	Total estimated reserve of Black Stone in the Block Area	70.44 Lakh MT
2.	Floor Rate for bidder	Rs.27.00 per MT
3.	Amount of Earnest Money Deposit (EMD) to be paid through a demand draft (DD) from a scheduled bank drawn in favour of "West Bengal Mineral Development and Trading Corporation Limited" payable at Kolkata <i>as per Clause 6.7)</i>	Rs.6,48,000/- (Rupees Six Lakh Forty Eight Thousand only)
4.	Amount of Performance Security(to be furnished in the form of a Bank Guarantee from a Scheduled Commercial Bank in India <i>as per Clause 10.1)</i>	Rs.32,40,000/- (Rupees Thirty Two Lakh Forty Thousand only)
5.	Yearly Minimum Production Target	1 (One) Lakh 50 (Fifty) Thousand MT

1. Disclaimer

- 1.1 This document is not an agreement or an offer by West Bengal Mineral Development & Trading Corporation Ltd. (WBMDTCL) to bidders or any third party. The purpose of this document is to provide interested parties with information to facilitate the formulation of their proposal.
- 1.2 This document does not purport to contain all the information each bidder may require. This document may not be appropriate for all persons, and it is not possible for WBMDTCL to consider the particular needs of each party who reads or uses this document. The concerned parties should conduct their own investigations and analysis and should verify the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources.
- 1.3 Neither WBMDTCL nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this document.
- 1.4 Neither WBMDTCL nor their employees shall have any liability to any bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with this document, or any matter deemed to form part of this document, the award of the work, or the information and any other information supplied by or on behalf of WBMDTCL or their employees, to otherwise arising in any way from the selection process for the project.
- 1.5 The issue of this document does not bind WBMDTCL to shortlist Technically Qualified bidders or to select a Preferred/ Successful bidder. WBMDTCL reserves the right to annul the bidding process and/or to reject all bids, at any stage, without incurring any liability to the bidders or any third parties.
- 1.6 The bidder should confirm that the document downloaded by them from the e-auction portal of Govt. of West Bengal is complete in all respects including all annexures and attachments. In the event that the document or any part thereof is mutilated or missing, the bidder shall notify WBMDTCL immediately at the following address:

Managing Director
West Bengal Mineral Development & Trading Corporation Ltd.
WBIDC Building, 3rd Floor, DJ-10, DJ Block, Sector-II, Bidhannagar, Kolkata-700091
Email: tenderwbmdtcl@gmail.com
Phone: 033- 23590073
- 1.7 No extension of time shall be granted to any bidder for submission of its bid on the ground that the bidder did not obtain the complete set of the document.
- 1.8 The RFP comprises of general guidelines and conditions for bidding but not an offer by WBMDTCL to bidders or any third party. The purpose of the RFP is to provide interested parties with information to facilitate the formulation of their bids to undertake this Project and to convey the terms on which the work shall be awarded by WBMDTCL.

- 1.9 This document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the bidder. This document shall not be copied or distributed by the recipient to third parties (other than, to the extent required by applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this document). In the event that after the issue of the document the recipient does not continue with its involvement in the bidding process for any reason whatsoever, this document and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 1.10 WBMDTCL reserves the right to change, modify, add or alter the document at any time during the bidding process. All such changes shall be uploaded on the e-auction portal of Govt. of West Bengal. It is the duty and responsibility of bidders to visit the e-auction portal of Govt. of West Bengal regularly and keep themselves updated on the bidding process and any communication made in relation to the bidding process.
- 1.11 The bidders or any third party shall not object to such changes/ modifications/ additions/ alterations explicitly or implicitly.
- 1.12 WBMDTCL reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the bids at any stage of the bidding process without assigning any reasons. Further WBMDTCL reserves the right to annul the bidding process and / or to reject any or all bids at any stage prior to the signing of the Agreement without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for WBMDTCL's action. Decision of WBMDTCL shall be final and binding in this regard.
- 1.13 The bidder shall not make any public announcements with respect to this bidding process or this document. Any public announcements to be made with respect to this bidding process or this document shall be made exclusively by WBMDTCL.
- 1.14 It is clarified that the provisions of clauses 1.8, 1.9 and 1.11 shall not apply to information relating to this document already available in the public domain prior to the issue of this document.
- 1.15 The bidder shall bear all costs associated with the preparation and submission of all the bids and communications associated with the RFP. WBMDTCL and their consultants shall not, under any circumstances, be responsible or liable for any such costs.
- 1.16 By responding to the RFP, the bidder shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the RFP. The bidder hereby expressly waives any and all claims in respect thereof.
- 1.17 This RFP has been issued pursuant to the identification of an area with the intent to select MDOP for carrying out Mining and Purchase of Minor Mineral , pursuant to the Mines and Minerals (Development and Regulation) Act, 1957, West Bengal Minor Minerals Concession Rules, 2016, , West Bengal Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2002 and any other applicable Statutory Rules/ Regulations/ Notifications as notified by Central Government/ State Government from time to time.
- 1.18 All information provided in this RFP shall be read together with the Act and Rules made thereunder. In the event of a conflict between this RFP and the Act/ Rules/ Notifications, the Act/ Rules/ Notifications, as the case may be, shall prevail.

2. List of Abbreviations

CCTV	Closed-Circuit Television
DSC	Digital Signature Certificate
FY	Financial Year
GST	Goods and Services Tax
GSTIN	Goods and Service Tax Identification Number
INR	Indian Rupee
LOI	Letter of Intent
OCR	Optical Character Recognition
PAN	Permanent Account Number
PF	Provident Fund
POA	Power of Attorney
RFP	Request for Proposal
RTO	Regional Transport Office
SOP	Standard Operating Procedure
TAN	Tax Deduction Account Number
VTD	Vehicle Tracking Device
WBMDTCL	West Bengal Mineral Development& Trading Corporation Limited.

3. Definitions and Rules of Construction

3.1 Definitions

Unless defined otherwise, the following terms wherever used in this RFP document shall have the following meanings:

- 3.1.1 “Accounting Year” shall mean the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year, provided that, the first Accounting Year shall commence from the Commencement Date and end on the thirty-first day of March of the next calendar year and the last Accounting Year shall commence on the first day of April of the calendar year during which the Transfer Date occurs and shall end on the Transfer Date; provided that, in case of any change of the financial year by the competent authority, the changed dates shall apply.
- 3.1.2 “Agreement” or “Mining and Purchase Agreement” means the agreement to be entered into between WBMDTCL and the Successful Bidder selected through the bidding process, for the execution of the Project.
- 3.1.3 “Applicable Laws” means any law, act, legislation, statute, rule, directive, circular, ordinance, notification, exemption, regulation, judgments /orders of a competent court, tribunal, regulatory bodies and quasi-judicial body or any interpretation thereof enacted, issued, or promulgated by any Authority and applicable to either WBMDTCL, to bidders or to the Selected Bidder or to the MDOP.
- 3.1.4 “Authority” means any government department, local government council, inspection authority, courts, tribunal, regulatory bodies and quasi-judicial body, any other statutory authority of Government of India or the Government of West Bengal, authority exercising any sovereign function, and includes any municipal or local authority.
- 3.1.5 “Authorized Representative” shall mean any person having the right to represent WBMDTCL/ MDOP/ any other organization, as applicable.
- 3.1.6 “Bid” or “bid” or “Proposal” shall mean the documents submitted by a bidder pursuant to this RFP, including the Techno-Commercial Proposal, along with any additional information/clarifications required/sought by WBMDTCL, and the Financial Bid. The Bid shall be strictly in the formats provided by WBMDTCL (where provided).
- 3.1.7 “Bid Due Date” shall mean the last date and time for submission of bids, as mentioned in the Schedule of Bidding Process.
- 3.1.8 “Bid Evaluation Committee” shall mean the committee of officers of WBMDTCL and its advisors and consultants duly constituted by WBMDTCL.
- 3.1.9 “Bid Validity Period” shall mean a period of 180 (one hundred and eighty) days from the Bid Due Date or such extended period as may be requested by WBMDTCL to all bidders.
- 3.1.10 “Bidder” shall be a company/LLP as per Companies Act 1956/2013 or Partnership Firm under The Partnership Act, 1932 or a Proprietary firm.
- 3.1.11 “Bid Document” or “Bidding Document” or “Tender Document” or “RFP document” or “RFP” means this document issued by WBMDTCL and shall include any modifications, Corrigendum (a)/ Amendment(s) or clarification issued by WBMDTCL subsequent to the issue of the RFP document.

- 3.1.12 "Bid/ Bidding Process" shall mean the process governing the submission and evaluation of the bids as set out in this RFP document.
- 3.1.13 "Business Day/ business day" means a day other than a Sunday or a second and fourth Saturday in a month or a public holiday as declared by the Government of West Bengal.
- 3.1.14 "Conflict of Interest" shall have the meaning given to it in Clause 12.2 of this RFP.
- 3.1.15 "Contract Period" shall have the meaning given to it in Clause 5.1 of this RFP.
- 3.1.16 "Corrigendum (a) and Amendment(s)" shall have the meaning given to it in Clause 5.11 of this RFP.
- 3.1.17 "Eligibility" shall have the meaning given to it in Clause 5.2 of this RFP.
- 3.1.18 e-auction portal of Govt. of West Bengal shall refer to <https://eauction.gov.in>.
- 3.1.19 "Facilitation fees" shall mean the amount in rupees that the MDOP will pay to WBMDTCL in terms of "X" per tonne of saleable product as per clause 9.11 (b) (ii).
- 3.1.20 "Financial Proposal" or "Financial Bid" means the Financial Proposal submitted by a bidder, in accordance with the terms and conditions of this RFP document.
- 3.1.21 "Financial Year" or "FY" shall mean the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year.
- 3.1.22 "Floor Rate" shall mean the minimum amount (Rs) above which a bidder must quote in the e-e-auction as specified in the Data Sheet of this RFP.
- 3.1.23 "Force Majeure" shall have the meaning given to it in Clause 13 of this RFP.
- 3.1.24 "Gestation Period" shall have the meaning given to it in Clause 9.2.3 of this RFP.
- 3.1.25 "H1 Bidder" shall have the meaning given to it in Clause 7.3.2 of this RFP.
- 3.1.26 "Holding company/LLP" shall have the meaning given to it under the Companies Act,2013
- 3.1.27 "LOI" means Letter of intent issued by WBMDTCL to the preferred Bidder.
- 3.1.28 Mine Developer, Operator and Purchaser (MDOP): The MDOP would be the Successful Bidder selected through Bidding process, who would sign and execute the Mining and Purchase Agreement and/or Legal Agreements as prescribed by the laws applicable, with WBMDTCL. The MDOP shall include its legal representatives, successors and permitted assigns.
- 3.1.29 "Monthly Schedule" shall have the meaning as given to it in clause 9.2.4(a) of this RFP.
- 3.1.30 "Nodal Officer/s" shall mean Managing Director of WBMDTCL or authorized representatives of the Managing Director of WBMDTCL.
- 3.1.31 "Performance Security" shall have the meaning as given to it in Clause 10.1 of this RFP.

- 3.1.32 "Pre-Bid Meeting" means pre-bid meeting to be held as per the schedule indicated in the Schedule of Bidding Process.
- 3.1.33 "Preferred Bidder" means the bidder selected by WBMDTCL as per Clauses 4.1.7 of this RFP
- 3.1.34 "Quarter" shall mean a reference to the period of three months commencing from April 1, July 1, October 1, and January 1, as the case may be
- 3.1.35 "Rules" shall refer to the Rules governing the minor minerals excavation in the State of West Bengal.
- 3.1.36 "Stone" or "Black Stone" or "Minor Mineral" shall mean the Black Stone mined from the black stone deposit (Pachami South Block) within the Mouzas of Hatgacha (J.L. No:-1), Chanda (J.L. No:-2) and Pachami (J.L. No:-3) under P.S. – Md. Bazar, Dist. – Birbhum, West Bengal (Area- 69.433 acre) by the MDOP on behalf of WBMDTCL.
- 3.1.37 "Scope of Work" means all the work required to be undertaken by the MDOP in accordance with Clause 9.2.1 of this RFP.
- 3.1.38 "Stock measurement" shall have the meaning as given to it in Clause 9.4 of this RFP.
- 3.1.39 "Subsidiary" shall have the meaning given to it under the Companies Act, 2013.
- 3.1.40 "Successful Bidder" shall have the meaning as given to it in Clause 4.1.8 of this RFP.
- 3.1.41 "Technically Qualified Bidder" means a bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of WBMDTCL as per the terms and conditions of the RFP and is shortlisted for opening of their Financial Proposal.
- 3.1.42 "WBMDTCL" means West Bengal Mineral Development and Trading Corporation Limited, Kolkata, India (a Government of West Bengal Undertaking) and shall include its legal representatives, successors, administrators and permitted assigns.
- 3.1.43 "Conditions Precedent" will mean all the conditions to be fulfilled by the MDOP after signing of the agreement, with active support, facilitation and supervision of WBMDTCL as owner of the mine and will have meaning as detailed in para-9.2.5

3.2 Rules of Construction

- 3.2.1 A reference to singular includes the plural and vice-versa where the context so requires;
- 3.2.2 A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision;
- 3.2.3 Headings do not affect the interpretation of this RFP document;
- 3.2.4 A reference to any person includes that person's executors, administrators, substitutes, successors and permitted assigns;
- 3.2.5 A reference to a day, month or year is relevant to a day, month or year in accordance with the Gregorian calendar; unless otherwise specified in this RFP document;

- 3.2.6 A reference to ₹, Rs. INR or Rupees is to the lawful currency of the Republic of India unless specified otherwise;
- 3.2.7 A reference to an agreement, deed, instrument or other document include the same as amended, notated, supplemented, varied or replaced from time to time;
- 3.2.8 The expressions "including", "includes" and "include" have the meaning as if followed by "without limitation";
- 3.2.9 The expression "writing" or "written" shall include communications by facsimile, electronic mail and letter;
- 3.2.10 Terms and expressions not defined anywhere in the RFP document or in the Mining and Purchase Agreement shall bear their ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply;
- 3.2.11 If there is any difference between a number expressed both in figures and words, the latter shall prevail. This shall also apply to all documents and communication received by WBMDTCL from the bidders

3.3 Governing Law and Jurisdiction of Courts

The RFP and Bidding Process shall be governed by and construed in accordance with the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

4. Introduction

4.1 Background

- 4.1.1 West Bengal Mineral Development and Trading Corporation Limited (WBMDTCL) is the state mining corporation of the Government of West Bengal and is under the administrative control of the Department of Industry, Commerce & Enterprises, Government of West Bengal. WBMDTCL is a profit-making organization and its scope of mining activities has grown rapidly in the recent few years, and the operations of WBMDTCL span across mining of coal, black stone, sand, quartz, feldspar, granite, china clay, fire clay, apatite etc.
- 4.1.2 Over the years it has been observed that various potential Minor Minerals are there in West Bengal which needs to be explored and mined in a scientific manner for economic growth of the State.
- 4.1.3 WBMDTCL has decided to select and engage a Mine Developer, Operator and Purchaser (MDOP) for stated minor mineral possessing adequate technical and financial strength and past experience in mining of minerals through excavation, drilling and blasting as per requirement transportation of the minerals from mine through safe loading in the motor able vehicles at the mine head.
- 4.1.4 WBMDTCL has decided to carry out a single stage two-part competitive bidding process for the selection of Mine Developer, Operator and Purchaser (MDOP). Bidders are required to submit their Proposal in two parts, namely a Techno-Commercial Proposal and a Financial Proposal. The Techno-Commercial Proposal submitted by the bidders shall be evaluated by the Bid Evaluation Committee of WBMDTCL in accordance with the terms & conditions set out in this RFP document. The Bid Evaluation Committee would recommend to WBMDTCL a list of Technically Qualified Bidders and the Financial Bid of such Technically

Qualified Bidders shall be opened by WBMDTCL. Bidder quoting the highest facilitation fee to WBMDTCL shall be declared as the H1 Bidder.

- 4.1.5 The Mine Developer, Operator and Purchaser (MDOP) shall be responsible for carrying out mining of the Black Stone from the mine as mentioned in schedule sheet which includes mining of Black Stone after removal of overburden and purchase of the removed quantity of Black Stone complying relevant statutory rules/ regulations at their own cost.
- 4.1.6 The publication of the RFP, publication of any Corrigendum(s)/ Amendment(s), as well as the submission of Techno-Commercial Proposals and Financial Proposals shall be conducted on the e-auction portal of Govt. of West Bengal.
- 4.1.7 LOI will be issued to the H1 Bidder, subject to approval of WBMDTCL. The H1 bidder is termed as preferred bidder.
- 4.1.8 The Preferred Bidder shall be considered to be “Successful Bidder” upon:
- a. Continuing to be in compliance with all the terms and conditions of eligibility
 - b. Acceptance of LOI issued by WBMDTCL within a stipulated time as intimated by WBMDTCL
 - c. Submitting the Performance Security within a stipulated time as intimated by WBMDTCL
- 4.1.9 The Successful Bidder shall be responsible for undertaking mining and purchase of Black Stone in accordance with the Mining and Purchase Agreement to be entered into between the Successful Bidder and WBMDTCL.
- 4.1.10 The scope of work for the Mine Developer, Operator and Purchaser (MDOP) is provided in Clause 9.2.1
- 4.1.11 Bidders shall submit their Techno-Commercial Proposal and Financial Proposal in accordance to the terms set forth in this RFP document by WBMDTCL. All Techno-Commercial Proposal and Financial Proposal shall be submitted on or before the Bid Due Date as per the Schedule of Bidding Process.

4.2 Description of the site

- 4.2.1 Location: The identified locations with geo coordinates are attached as Annexure-7.
- 4.2.2 Estimated Reserve of Black Stone (approximate): (Bidders are encouraged to visit and collect their own information and sample for verification)

Mining Deposit	Estimated Reserve in the Block
Mining and Purchase of Black Stone from Black Stone Deposit(South Block) At Mouza- Hatgacha (J.L. No:-1), Chanda (J.L. No:-2) and Pachami (J.L. No:-3) under P.S. – Md. Bazar, Dist. – Birbhum, West Bengal (Area- 69.433 acre)	70.44 Lakh MT

5. Instruction to Bidders

5.1 Contract Period

- 5.1.1 The period of contract will start from completion of all conditions precedent as described in the clause. 9.2.6 and will end on the expiry of Mining Lease or 5 years whichever is earlier.
- 5.1.2 The tenure of the contract may be extended at the same terms and conditions based on mutual discussion and sole discretion of WBMDTCL
- 5.1.3 In case, the Bidder does not accept the LOI and execute the Mining and Purchase agreement within 14 days from the date of issue of LOI, reasoned decision shall be taken by WBMDTCL towards forfeiting the EMD. Additionally, if the Bidder does not commence the work within gestation period, reasoned decision shall be taken by WBMDTCL towards termination of the Agreement. If the Agreement is terminated in this regard, Performance Security shall be forfeited if the Bidder is found responsible for non-commencement of the mining work, and if the Bidder is not responsible, then Performance Security shall be returned to the Bidder .The decision, whether the Bidder will be responsible or not, will be WBMDTCL's absolute determination.

5.2 Eligibility Criteria

- 5.2.1 The Bidder must be a company/LLP as per Companies Act, 2013 or Partnership Firm under The Partnership Act, 1932 or Proprietorship Firm

OR

A Consortium consisting of Maximum 3 (three) members who should be either a company/LLP as per Companies Act, 2013 or a Partnership Firm under The Partnership Act, 1932 or a Proprietorship Firm.

AND

- 5.2.2 The Bidder should have experience in mining work and have mined black stone at least **1,50,000 (one lakh fifty thousand)**Metric Tonne (MT) cumulatively over a period of preceding 8 (Eight) Financial Years, i.e., FY2016-17, FY2017-18, FY2018-2019, FY2019-20, FY2020-21, FY2021-22, FY2022-23 and FY2023-24 (Provisional) in aggregate.

AND

- 5.2.3 The Bidder should have an average annual turnover of **Rs. 15100000 (Rupees One Crore Fifty One Lakh Only)** during the preceding 6 (six) Financial Years, i.e., FY2018-19, FY2019-20, FY 2020-21, FY 2021-22 , FY2022-23 and FY 2023-24(Provisional).

AND

- 5.2.4 The Bidder should have in their possession consent letters from Land owners aggregating at least 20 Acres within the Proposed Mine Site as mentioned in Annexure- 7.

- 5.2.5 **In case of a Consortium the aggregate of values of all factors described in para 5.2.2, 5.2.3 and 5.2.4 of all the members of Consortium will be added up for consideration of eligibility as above.**

5.3 Documentary evidence

In support of all the eligibility criteria described above, i.e. in para 5.2.2, 5.2.3 and 5.2.4 the bidders (in case of consortium each of the members separately) have to submit duly filled in Annexure-5

5.4 Allowance of only one bid

- 5.4.1 Each Bidder shall submit only one Bid.

5.4.2 A Bidder shall be disqualified, and all bid securities shall be forfeited, if the bidder is found to have submitted or participated in more than 1 (one) bid, as either a single bidder or as a member of a Consortium.

5.5 Consortium

5.5.1 Consortium is allowed but the maximum no. of members of the said Consortium will be 3 (three).

5.6 Tender Document Fee

Bidders are required to remit non-refundable tender document fee of Rs 17,700/- (Base Price- 15,000 + 18% GST) (Rupees Seventeen Thousand and Seven Hundred only) through a demand draft (DD) from a scheduled bank drawn in favour of "West Bengal Mineral Development and Trading Corporation Limited" payable at Kolkata. Scan copy of the DD has to be uploaded in the e-auction portal , and physical original copy has to be submitted as part of the technical bid as stated in the RFP .

5.7 Cost of Bidding

5.7.1 The Bidder shall bear all costs and risks associated with the preparation and submission of the Bid and WBMDTCL shall in no case be responsible or liable for those costs and risks.

5.8 Site Visit

5.8.1 Bidders are encouraged to visit the site, so as to apprise themselves of the site conditions and its surroundings and obtain for themselves, on their own responsibility, all the information that may be necessary for preparing their bids.

5.8.2 Bidders who do not visit the site shall be deemed to have apprised themselves of the site conditions necessary for preparing their bids.

5.8.3 The bidder shall assess and satisfy itself as to the adequacy of the local conditions such as approach roads to the site and stockyard, adequacy of existing culverts/bridges/roads for bringing its equipment and machinery to the site, water and power supply conditions, accommodation facilities as may be required, river regime, river water levels, other details of river, major drains and their water levels in normal rainy season, climatic conditions, local terrain, availability of manpower, construction materials, details of taxes, royalties, duties and levies as applicable and any other information required.

5.8.4 Bidders shall bear their own costs and make own arrangements required for visiting the site.

5.8.5 The Bidders will satisfy themselves about the geological conditions and the availability of the minerals in the mine and quote their rate accordingly. No dispute in this regard will be entertained by WBMDTCL at any point of time in future.

5.9 Pre-Bid Meeting

- 5.9.1 A pre-bid meeting would be held as per the schedule given in the Schedule of Bidding Process to clarify and discuss issues with respect to the Bidding Process and the Bidding Documents. The pre-bid meeting shall be held physically at below address:

Venue: Board Room of WBMDTCL
WBIIDC Building, 3rd Floor, DJ-10, Sector-II, Saltlake, Kolkata- 700091
Date & Time: 23.02.2024 at 16:00 Hrs

- 5.9.2 Physical Attendance of the bidders at the pre-bid meeting is not mandatory.

5.10 Clarifications on the Bidding Documents

- 5.10.1 Bidders may send their pre-bid queries on the Bidding Documents or the Bidding Process. Such queries may only be sent to the email address given in the Schedule Sheet as per the Schedule of Bidding process.
- 5.10.2 The responses to the queries as well as the minutes of the pre-bid meeting shall be published on the e-auction portal of Govt. of West Bengal and shall be freely available for download. The source of the query shall not be revealed.
- 5.10.3 Bidders are advised to regularly check the e-auction portal of Govt. of West Bengal regarding the posting of clarifications, modifications, if any.
- 5.10.4 The last date for receipt of pre-bid queries is indicated in the Schedule of Bidding Process. Queries received after this date may not be considered.

5.11 Issue of Corrigendum and Amendment to the Bidding Documents

- 5.11.1 At any time prior to the Bid Due Date, WBMDTCL may at its own initiative or in response to a clarification, amend the provisions of RFP document by issuing a Corrigendum (a)/ Amendment(s) to the RFP document, which shall be freely available for download on e-auction portal of Govt. of West Bengal. The Corrigendum (a) / Amendment(s) will be binding on the bidders and it will be assumed that the information contained therein will have been taken into account by the bidder in its bid. Bidders are also advised to regularly check the e-auction portal of Govt. of West Bengal regarding posting of Corrigendum (a)/ Amendment(s), if any, which shall only be notified on the e-auction portal of Govt. of West Bengal. Any further communications, corrigendum, addendum, etc. shall only be available on the e-auction portal of Govt. of West Bengal and there will be no newspaper notification/advertisement in this regard.

- 5.11.2 Any Corrigendum (a)/ Amendment(s) issued by WBMDTCL subsequent to the issue of RFP document will also be considered as an integral part of the Bidding Document and to the RFP document. The Mining and Purchase Agreement shall include such Corrigendum (a)/ Amendment(s) also.
- 5.11.3 No verbal clarifications and information provided by WBMDTCL or any of its employee(s) or its representative(s) or its consultant(s) shall in any way be binding on WBMDTCL unless subsequently confirmed through the issuance of Corrigendum (a)/ Amendment(s).
- 5.11.4 In order to afford prospective bidders reasonable time in which to take the Corrigendum (a)/ Amendment(s) into account, WBMDTCL may, at its discretion, extend the Bid Due Date.

5.12 Deviations

WBMDTCL reserves the right to waive non-substantial deviations without being bound to do so. The list of non-substantial deviations are as follows:

- (a) Minor or insubstantial deficiency in supporting documents submitted, acceptance of which does not provide unfair advantage to the bidder;
- (b) Ambiguities and inconsistency in language of the bid;
- (c) Simple omissions and mistakes;
- (d) Deviations which do not affect in any way the scope and quality of performance of the agreement;

5.13 Miscellaneous

- 5.13.1 WBMDTCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any bidder in order to receive clarification or further information;
 - (c) qualify or not to qualify any bidder and/ or to consult with any bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to WBMDTCL by, on behalf of, and/ or in relation to any bidder; and/ or
 - (e) independently or otherwise verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any bidder
- 5.13.2 It shall be deemed that by submitting its bid, the bidder agrees and releases WBMDTCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6. General conditions regarding submission of Bid

6.1 Online submission of Techno-Commercial Bid

Duly filled in scanned copies of the following documents stamped and signed by the person holding the POA (the proprietor in case of proprietary firm) have to be uploaded by the Bidder (**Lead member in case of a Consortium**) using DSC in their own name in the e-auction portal of Govt. of West Bengal (given in **Schedule Sheet**):

Nature of Company	DD for Tender Fee	DD for EMD	Annexure-1	Annexure-2	Annexure-3	Annexure-4	Annexure-5	Annexure-6
Company	Required	Required	Required	Required	Required	Required	Required	Not required
LLP	Required	Required	Required	Required	Required	Required	Required	Not required
Partnership/ Firm	Required	Required	Required	Required	Required	Required	Required	Not required
Proprietorship Firm	Required	Required	Required	Required	Required	Required	Required	Not required
Consortium (Each Member)	Required	Required	Required	Required	Required	Required	Required	Required

6.2 Offline submission of Documents uploaded for Techno-Commercial Bid (In addition to Online Submission)

6.2.1 In addition to online submission of Techno-Commercial Bid, Bidder shall submit duly signed original physical copies of all the Annexures along with original Demand Drafts as per Clause 6.1 as part of techno commercial bid as per the schedule mentioned in data sheet .

6.2.2 The Techno-Commercial Bid shall not contain any information regarding the Financial Bid of the Bidder

6.2.3 The Bidder shall ensure that no financial bid shall be submitted through offline mode

6.3 Verification of Information by the Bidder

6.3.1 It shall be deemed that by submitting a bid, the Bidder has:

(a) made a complete and careful examination of the tender document and unconditionally and irrevocably accepted the terms thereof.

(b) reviewed all relevant information provided by the WBMDTCL, as may be relevant to the bid.

(c) accepted the risk of inadequacy, error or mistake in the information provided in the tender document furnished by or on behalf of WBMDTCL.

(d) satisfied itself about all matters for submitting an informed bid, in accordance with this Tender Document and performance of all of its obligations.

(e) agreed to be bound by the undertakings provided by it under and in terms hereof.

6.3.2 WBMDTCL shall not be liable for any omission, mistake or error in respect of any of the information provided or on account of any matter or thing arising out of or concerning or relating to the tender

document or the tender process including any error or mistake therein or in any information or data given by WBMDTCL

6.4 Verification by WBMDTCL and Disqualification

6.4.1 WBMDTCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the tender document and the Bidder shall, when so required by WBMDTCL, the bidder will make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by WBMDTCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of WBMDTCL there under.

6.4.2 WBMDTCL reserves the right to reject any bid, and appropriate the entire Bid Security if:

6.4.2.1 At any time, a misrepresentation is made or uncovered,

6.4.2.2 The Bidder does not provide, within the time specified by WBMDTCL, the supplemental information sought by WBMDTCL for evaluation of the bid, or

6.4.2.3 Any act or omission of the Bidder results in violation of or non-compliance with the Act, the rules there under, this tender document, or any other document referred therein or issued pursuant thereto or any Applicable Law relevant for the tender process.

6.4.3 Any rejection of a bid under Clause 6.11 may lead to the disqualification of the Bidder for bidding for any tender or allotment conducted by WBMDTCL for a period of 3 (three) years starting from the date of appropriation of the Bid Security or any other earlier date specified by WBMDTCL.

6.4.4 In the aforementioned events, WBMDTCL shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to WBMDTCL under the tender document, or otherwise, without any liability whatsoever.

6.5 Bid Due Date and Extension

6.5.1 Techno-Commercial Bids should be uploaded pursuant to Clauses 6.1 before the last day and time of submission of bid as stated in data sheet. Techno-Commercial Bids received by WBMDTCL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

6.5.2 The Managing Director / Nodal Officer(s), in its sole discretion, extend the Bid Due Date by issuing an amendment that is made available to all Bidders.

6.6 Modifications/ substitution/ withdrawal of bids

6.6.1 The Bidder may modify, substitute or withdraw its Techno-Commercial Bid after submission, prior to the Bid Due Date. No Techno-Commercial Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date, unless the same has been expressly sought by the WBMDTCL. In case a bidder does so, the earnest money will be forfeited.

6.7 Earnest Money Deposit (EMD)

6.7.1 a) A non-interest-bearing EMD shall be submitted.

- b) The bidder shall pay EMD amount as mentioned in the Data Sheet through a demand draft (DD) from a scheduled bank drawn in favour of “West Bengal Mineral Development and Trading Corporation Limited” payable at Kolkata. Scan copy of the DD has to be uploaded in the e-auction portal, and physical original copy has to be submitted as part of the technical bid as stated in the RFP.
- c)
- d) Only on successful submission of EMD amount both in offline and online mode as stated, the bidder shall be allowed to continue the further process in the e-auction portal.

6.7.2 EMD shall be returned as below:

- 6.7.2.1 The EMD of the unsuccessful bidders will be returned after finalization of the Tender
- 6.7.2.2 The EMD of the Successful Bidder may be returned on receipt of the Performance Security.

6.7.3 Forfeiture of EMD:

The EMD shall be liable for forfeiture by WBMDTCL as a genuine pre-estimated compensation and damages payable to WBMDTCL for inter alia the time, cost and effort to WBMDTCL without prejudice in case:

- a) The Bidder withdraws its Bid before completion of the Bidding Process during the Bid Validity Period.
- b) The Bidder is otherwise in breach of the terms of this document.
- c) The Preferred Bidder does not accept the LOI.
- d) The Preferred Bidder does not comply with the requirements of the Bid w.r.t submission of Performance Security as per clause 10.

6.8 Validity of Bids

- 6.8.1 The Techno-Commercial and Financial bid shall be valid for a period of 180 (one hundred and twenty) days from the Bid Due Date as per the Schedule of the Bidding Process. In case the Financial Bid is not opened within the period of 180 (one hundred and eighty) days from the Bid Due Date, then WBMDTCL may refund the amount of EMD to the Bidders.

6.9 Affidavit

- 6.9.1 The Bidder shall submit a duly executed Affidavit as per the format given in Annexure3: Format for Affidavit

6.10 Rejection of Bids

- 6.10.1 Notwithstanding anything contained in this Tender Document, WBMDTCL reserves the right to reject any bid and/or to annul the tender process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 6.10.2 WBMDTCL reserves the right not to proceed with the tender process at any time, without notice or liability, and to reject any bid without assigning any reasons.
- 6.10.3 Without prejudice to the generality of the foregoing, WBMDTCL reserves the right to reject any bid on any criteria specified in this tender document, including without limitation, the following:

- (a) bids have not been submitted with all the information and details listed in this tender document
- (b) bidder does not provide, within the time specified by WBMDTCL, the supplemental information sought by WBMDTCL for evaluation of the bid
- (c) submitted bid is conditional or qualified
- (d) bids have been submitted without the required supporting documents
- (e) bids have been submitted where techno-commercial bid contain any information regarding the financial bid
- (f) bids have otherwise not been submitted in accordance with the tender document

6.11 Submission of Financial Bid i.e. Conduct of E-auction

The Bidders shall be required to submit the bid online in e-auction portal as mentioned in the bid data sheet and bid schedule using valid Digital Signature Certificate (DSC) as per the timeline mentioned in the Bid Data Sheet and Bid Schedule. Bidder shall be required to upload self-certified scanned copies of the following:

- **Demand Draft scan copy towards the non-refundable RFP Document Fee and non-interest-bearing EMD;**

Upon successfully submission of the payment/document on the e-auction portal, as well as physical submission of the documents as specified in the RFP WBMDTCL shall check the credentials submitted in the portal and approve the list of bidders eligible participate in forward e-auction process. It is clarified that the approved bidders are only eligible to participate in the forward e-auction.

This is for clarification to all that Non submission of Demand Draft towards the non-refundable RFP Document Fee and non-interest-bearing EMD in online mode and other documents as specified in offline mode may lead to rejection of bid and the participation in the e-Auction may be deemed to be disqualified.

6.11.1 The Floor Rate for Auction is Rs.27.00 (Rupees Twenty Seven only) per MT. The forward auction shall be carried with incremental amount of Re 1.00. To be added to the existing bid to place the new bid .

6.11.2 The Bidder shall be permitted to place the Offer on the electronic auction platform, which is higher than the Floor Price that bidder will be willing to pay to WBMDTCL in addition to executing the complete scope of work as defined in the RFP and paying statutory dues as applicable from time to time

6.11.3 Consideration and payment terms of the facilitation fee as defined in Clause "9.11"

6.11.7 Escalation of Facilitation fee is to be added as defined in Clause "9.11 (b)".

The e-auction will be closed as mentioned in this bid document. However, if there is any bid within elapse time of ten minutes of closing time, the bid shall automatically be extended by the system by another ten minutes and continued to be extended in the same manner by another ten minutes until there is no bid within the last ten minutes. It shall be the responsibility of the bidders to inspect and satisfy themselves about the parameters of the block mentioned in the bid document placed in the e-auction process.

The Bidder that submits the highest Premium (H1) during the electronic auction process shall be declared as the "H1 Bidder".

The bid once submitted cannot be cancelled /withdrawn and the preferred bidder shall be

bound to pay the final bid amount. The highest Premium submit by the bidder shall remain valid for 180 days from the Bid Due Date.

7. Bid Opening & Evaluation

7.1 Opening of Techno-Commercial Bid

7.1.1 WBMDTCL shall open all the Techno-Commercial Bids and cross check the same with the documents uploaded in the e-auction portal of Govt. of West Bengal as per the schedule given in the Schedule of Bidding Process. In case the date is either declared a holiday for WBMDTCL or any other reason the bids shall be opened at the appointed time on the next working day.

7.1.2 In case the original documents related to the Techno-Commercial Bid (as mentioned in Clauses 6.1) are not received by WBMDTCL within the date and time as indicated in the Schedule of Bidding Process, the same shall be rejected as being non-responsive and shall be returned unopened. The Financial Proposal of such non-responsive Techno-Commercial Bids shall not be opened as mentioned in Clause 7.2.

7.2 Evaluation of Techno-Commercial Bid

7.2.1 WBMDTCL shall constitute a Bid Evaluation Committee to evaluate the Techno-Commercial Bids received by it. WBMDTCL may also involve its advisors and consultants to assist it in the evaluation process.

7.2.2 The Techno-Commercial Bids shall be first evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive. For purposes of this determination, a substantially responsive Techno-Commercial Proposal is one that conforms to all the terms, conditions and specifications of the bidding documents without materials deviations, objections, conditionality or reservations.

7.2.3 The responsive Techno-Commercial Bid shall then be evaluated in detail to determine whether they are fulfilling the Eligibility Criteria specified in Clause 5.2

7.2.4 During the evaluation of the Techno-Commercial Bid, the Bid Evaluation Committee/ WBMDTCL may, at its discretion, ask the bidder for clarification on their Techno-Commercial Bid, including on the documentary evidence submitted by them for the purpose of meeting the Eligibility Criteria in Clause 5.2. The request for clarification shall be sent to the Bidder in writing (by email) and the request shall also specify the timeline within which the bidder has to submit its clarification(s), failing which such clarification(s) may not be considered by WBMDTCL and the Techno-Commercial Bid of the Bidder may be evaluated by WBMDTCL without any further reference to the bidder.

7.2.5 However, no change in the substance of the Techno-Commercial Bid or any modifications in the Bid which may have any future financial impact whatsoever during the Contract Period inclusion or exclusion of any experience or credentials of any Subsidiary/ Subsidiaries and/or Holding company/LLP/Partnership/Proprietary firm and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/Partnership/Proprietary firm for meeting the Eligibility Criteria shall be allowed. In case such changes are sought to be made by the bidder, the bid shall be rejected forthwith by the WBMDTCL without any further reference to the bidder. It should be noted that any unsolicited letter from the bidder will not be considered in any case at any point of time.

7.2.6 The Techno-Commercial Proposals which meet the Eligibility Criteria shall be recommended by the Bid Evaluation Committee as being technically qualified and such Technically Qualified Bidders shall be considered for opening of their Financial Bid.

7.3 Financial Bid & declaration of preferred bidder

7.3.1 The Bidder quoting the highest facilitation Fee (in Rs. per MT) in the e-auction portal shall be declared as H1 Bidder.

7.3.6 In case the Preferred Bidder fails to submit Performance Security within the specified time, WBMDTCL shall, at its sole discretion, cancel the LOI and forfeit the EMD and go for fresh Tender.

7.3.7 On submission of Performance Security the Preferred Bidder will be the Successful Bidder and will execute the Mining & Purchase Agreement to become the MDOP.

8. Utilization of Black Stone Mineral

8.1 MDOP shall purchase the entire quantity of mineral mined as per the Mining and Purchase Agreement for their own consumption or sale as per Government Rules and Regulation.

8.2 At any point of time, WBMDTCL has right to be the first buyer and the price would be the average selling price by MDOP in the last 30 days. The quantity that maybe purchased under this clause annually shall be maximum upto 20% of annual EC quantity

9. Terms & Conditions for the Mining and Purchase Agreement

9.1 OBLIGATIONS OF WBMDTCL

9.1.1 WBMDTCL covenants and agrees to inter alia observe, comply and perform the following:

- a. Provide all reasonable assistance to the MDOP as may be required.
- b. Facilitate in obtaining the permissions for all necessary infrastructure facilities and utilities, including water, electricity and telecommunication facilities.
- c. Provide the MDOP full access to and possession of the Mine on and from the date WBMDTCL is entitled to access and possession of the Mine;
- d. Appoint personnel in accordance with the directives of Director General Mine Safety.
- e. Keep the MDOP informed promptly and in any case not later than 7 (seven) Business Days from the date of receipt of any statutory notice, summons or communication from any authority, court or quasi-judicial entity in relation to the Mining Lease or which in any manner, may affect the performance by the MDOP.
- f. Being owner of the Mine under the Mine Act, 1952, shall fulfill all the obligations of the mine owner and shall comply with the Applicable Laws.

9.1.2 It is clarified that:

WBMDTCL would not be required as per this Agreement to incur any cash or non-cash financial expenditure. WBMDTCL will not give any indemnity or guarantee unless such obligation is in turn indemnified or guaranteed by the MDOP, including that for statutory and non-statutory personnel engaged in the Mine, in relation to the discharge of its obligations under this Agreement.

9.2 OBLIGATIONS OF THE MDOP

9.2.1 Scope of work of Bidder

Scope of work of Bidder entirely at Bidder's own cost:

- 9.2.1.1 Execution of all plans, designs, engineering, procurement, construction, completion, operation, environmental, safety, maintenance and closure of the Mine, as per terms of this Agreement.
- 9.2.1.2 Carry out Exploration and drilling at its own cost and prepare its Geological reports in terms of extant laws and rules
- 9.2.1.3 Assisting WBMDTCL in obtaining (as the case may be) all necessary approvals and consents in accordance with Applicable Law and Applicable Rules made there under.
- 9.2.1.4 Assisting and co-operating WBMDTCL as regards to the exploitation of the mineral deposit and establishment of proven/ mineable reserves.
- 9.2.1.5 Assisting and co-operating WBMDTCL as regards preparation of the mining plan and environment management plans as required under Applicable Law and Applicable Rules made there under.
- 9.2.1.6 Co-operating WBMDTCL and providing all documents and information necessary for WBMDTCL to obtain the Approvals and preparation of the reports required to be obtained or prepared by WBMDTCL under this Agreement.
- 9.2.1.7 Land to be procured at its own cost / arrangements in the lease area and outside lease area (lease area will be marked by WBMDTCL) and pay all land price, fee, tax, crop compensation etc. for the mine and/or setting up of necessary infrastructure.
- 9.2.1.8 Bidder shall bear the cost and make timely payments for royalty, cess, DMF, income tax, GST, surface rent and all other statutory payments as applicable and mandated by law.
- 9.2.1.9 Bearing the entire expenditure pertaining to mining operation which shall not be the responsibility of WBMDTCL.
- 9.2.1.10 Providing earth-moving machineries and other mining machineries for mining of mineral and removing Overburden and waste material for satisfactory functioning of the Mines in accordance (as may be required) with Approved Mining Plan, Mines Act, Regulations, Mines Rule, By Laws and Order made there under.
- 9.2.1.11 Providing all mining machineries for development and mining of mineral.
- 9.2.1.12 Extraction/mining of mineral as per Approved Mining Plan.
- 9.2.1.13 Excavation and removal of Overburden and waste material and dumping of the same in accordance with the environment impact assessment/environment management plan approved by Environment Dept., GoWB and as specified in the Approved Mining Plan and as directed by the statutory authorities and the Mine Manager.
- 9.2.1.14 Mine de-watering and keeping the mine free of ground water.

- 9.2.1.15 Construction and maintenance of all haul roads, workshops, stores, canteen, plant, pump-house, garland drains, rest shelter, first aid stations, effluent treatment plant for water recycling, mine water discharge treatment plant, Stream diversion with permission from the competent authority, internal power supply arrangements for the Mines, communication network for the Mines etc.
- 9.2.1.16 Provision for mine illumination in the Mine as per prevalent laws.
- 9.2.1.17 Arrangement and use of explosives for the extraction of mineral from the Mines, when necessary.
- 9.2.1.18 Arrangement of petrol/diesel, oil and lubricants and all other materials for the mining operations.
- 9.2.1.19 Construction and maintenance of all assets.
- 9.2.1.20 Observances of specific conditions under environment and other clearances with development and operation of the Mine.
- 9.2.1.21 Purchase of full quantity of mineral mined from the mines.
- 9.2.1.22 Construction of offices and other related infrastructure for both BIDDER and WBMDTCL.
- 9.2.1.23 Rehabilitation and Resettlement of the persons affected by the project and resettle them at a suitable nearby area by providing housing facilities in case their dwelling units fall in mining project area.
- 9.2.1.24 All obligations related to mine security and payment to security personnel.
- 9.2.1.25 Assisting WBMDTCL by all means towards Corporate Social Responsibility (CSR) activities.
- 9.2.1.26 Bidder shall have to bear any additional cost/levy/tax/cess imposed by statutory/judicial authorities during the period of operation of the mine
- 9.2.1.27 Apart from the above
- a. The bidder shall also perform all acts as may be required to be performed by the statutory authorities and shall comply with the provisions of the Applicable Laws and Applicable Permits.
 - b. The bidder shall render to WBMDTCL all assistance as WBMDTCL may require to perform its obligations under the Applicable Law and the Applicable Permits and also to enable WBMDTCL to carry out its obligations under this Agreement.
 - c. The bidder shall arrange at its own cost any additional land if required for the mine and/or setting up of necessary infrastructure. BIDDER shall pay all necessary payments for the existing land as applicable.
 - d. The bidder shall create at its own cost necessary infrastructure such as but not limited to administrative offices, medical facilities, service and residential buildings, workshop, store, security room, water supply and other requirements to be provided under the Mines Act, 1952, Regulations, Rules, By Laws made there under and as envisaged by this Agreement.
 - e. The bidder shall perform the job of exploitation of the mineral in the Mine, as delineated in the Approved Mining Plan. Such extracted mineral shall be brought to the Weighbridge/Stockyard as directed by WBMDTCL's Mine Manager for storage and /or measurement, as may be required before dispatch.
 - f. The bidder shall adhere to the production schedule stipulated in the Approved Mining Plan by utilizing the bidder's own personnel and machineries. The bidder undertakes to mine and purchase the

Minimum Guaranteed Quantity of Black Stone.

g. The bidder will comply with all the requisite environmental laws in and around the specified area of the Mine Site including the Mine as per the Approved Mining Plan and directives/conditions, if any, imposed by Ministry of Environment and Forest, Gol, West Bengal Pollution Control Board and/or any other statutory authorities and conditions imposed by Gol as regards the Approved Mining Plan.

h. Black Stone mining will be in accordance with Applicable Law including, inter alia, the provisions of the Mine and Minerals (Development and Regulation) Act, 1957, the Land Acquisition Act, 1894, Forest (Conservation) Act, 1980 and Forest Conservation Rules, 1981, Water (Prevention and Control of Pollution) Act, 1974 and Water (Prevention and Control of Pollution) Rules, 1974, Air (Prevention and Control of Pollution) Act, 1981 and Air (Prevention and Control of Pollution) Rules, 1981, Environmental (Protection) Act 1986, the Mine Act, 1952, the Mine Rules, 1955, Metalliferous Mine Regulations, 1961, the Contract Labour (Regulation & Abolition) Act, 1970 and Rules, 1971 and/or any other applicable Acts and Rules. The bidder shall comply with all provisions of all applicable labour laws including but not limited to Workmen's Compensation Act, 1923, Payment of Wages Act, 1936, Payment of Bonus Act, 1965 and Payment of Gratuity Act, 1972 and/or any other applicable Acts and Rules. The bidder shall be bound to indemnify WBMDTCL and keep the WBMDTCL indemnified at all time against all claims whatsoever in respect of such personnel under Applicable Law including the Workmen's Compensation Act, 1923 or any statutory modification thereof in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in the employment of the bidder or not. In the event of default subject to the situation beyond the control of the bidder as specified in the Clause 13 (Force Majeure clause), the bidder shall, if found guilty of violation of any environment law, pay such fine or penalty as may be imposed by relevant statutory authority.

i. All online operations of the mine shall be done through the centralized online portal of the Govt of West Bengal as mandated from time to time as per instructions of WBMDTCL .

9.2.2 Obligations of MDOP

- a) To assist WBMDTCL to fulfill its obligations as per Clause D in all respect, as and when required, including providing Office Space & Office Vehicle.
- b) Appoint statutory personnel in accordance with the Applicable Law and/or the directives of Director General Mine Safety. The emolument of all such statutory personnel will be included in the Contract Mining Charge stated in Clause 9.11(a)
- c) Upon expiry or earlier termination of this Agreement by either Party, any liability arising out of manpower engaged by the MDOP will be the responsibility of the MDOP only and WBMDTCL shall in no way be responsible for this liability. It is clarified that all the statutory liabilities will be borne by the MDOP.
- d) The MDOP shall be responsible for the purchase of entire quantity of Black Stone mined and for acknowledging of such delivery of Black Stone vide Delivery Challans / e-challans.
- e) It shall be the responsibility of the MDOP to obtain necessary insurance coverage against all business risks and losses including but not limited to third party risks, workmen's compensation, loss of production, etc. The MDOP shall furnish necessary information to WBMDTCL in demand by WBMDTCL.
- f) The MDOP shall not dump any Overburden and waste materials at the pithead at any point of time and shall keep the mining debris on the dumping ground at its own cost. The dumping ground shall

be a designated area as per Approved Mining Plan within the Mine Site and shall be under security which will be provided by the MDOP at his own cost. The MDOP shall carry out the work by adopting the safety methods prescribed by Applicable Laws. Scientific mining has to be carried out by the MDOP throughout the Mining Operation as per statutory safety provisions and norms prescribed by Director General Mine Safety, GOI and as per the Approved Mining Plan.

- g) The MDOP shall stack and deliver the entire Black Stone extracted from the mine to WBMDTCL at the delivery point. MDOP shall ensure security of the Black Stone at the delivery point. MDOP shall be responsible for the purchase of entire quantity of Black Stone mined and for acknowledging of such delivery of black stone vide delivery challans.
- h) The MDOP shall furnish Monthly Production Return (MPR) of the Black Stone mined from the Mine, as may be required by WBMDTCL, duly countersigned and stamped by WBMDTCL's authorized representative.
- i) All considerations and payments will be made by MDOP as per Clause 9.11 mentioned here under in this Agreement.

9.2.3 Gestation Period

Gestation period of 15 days (may be extended as per sole discretion of WBMDTCL) will be provided to the Bidder from the date of satisfaction of Conditions precedent as per Clause. 9.2.5

9.2.4 Guaranteed Production and Payment Terms :

- a) The MDOP shall mine and purchase a monthly quantity of Black Stone declared and submitted by them to WBMDTCL within 5th(fifth) day of every month. However, the cumulative quantity of Black Stone declared and submitted by them to WBMDTCL in every 3 (three) months (quarterly) must be at least 37,500 MT.
- b) The MDOP shall deposit 100% of the Facilitation Fee amount for the monthly quantity mentioned above 9.2.4 (a), within seventh day (7th) of every month. This amount will be adjusted with the actual value of monthly invoices for total monthly production in that month. If the production declared and submitted by them to WBMDTCL is less than the quarterly quantity mentioned above 9.2.4 (a), the Facilitation Fee amount as per Clause 9.11 for the shortfall quantity will be forfeited.
- c) If the actual production is more than monthly quantity mentioned above 9.2.4 (a), and the MDOP fails to pay the additional amount, Production for the following month will be stopped by WBMDTCL. Thereafter no Transit Pass/ Challan will be issued by WBMDTCL after stoppage of Production.
- d) If the MDOP fails to pay the amount mentioned above in 9.2.4 (b), within seventh day (7th) of every month, Production for the following month will be stopped by WBMDTCL. Thereafter no Transit Pass/ Challan will be issued by WBMDTCL after stoppage of Production.
- e) If the period of continuous stoppage of production exceeds 6 (six) months, then the Contract may be Terminated and entire amount of the Performance Security may be forfeited. WBMDTCL will also reserve the right to Bar the MDOP or its constituents from doing any business with WBMDTCL for a period of 3 (three) years.
- f) The MDOP shall pay/reimburse incidental expenses pertaining to any approvals and/ or clearances that may be required to be obtained by WBMDTCL pertaining to Black Stone mining operation, as and when required by WBMDTCL and in any case not later than 15 (fifteen) business days from demand by

WBMDTCL. WBMDTCL shall provide MDOP with details of the expenses incurred along with documentary evidence of expenses incurred within a reasonable period.

- g) Failing to pay any amount payable to WBMDTCL, equivalent amount will be encashed by way of invoking the Performance Security. Permission for Mining and delivery of Black Stone shall be stopped when all dues of MDOP reaches 100% of the total BG Value in Performance Security.
- h) The MDOP shall ensure that the Bank Guarantee for Performance Security remains valid at all times and shall not be revoked at any time. The MDOP also agrees that in case WBMDTCL seeks to encash the BG furnished by the MDOP in terms of this agreement, the MDOP shall have no right to dispute or prevent the same.
- i) The MDOP shall ensure that they will reimburse 100% of the amount payable by WBMDTCL (Lessee) towards District Mineral Fund (DMF) or any other Government dues as per applicable laws.
- j) It shall be the responsibility of the MDOP to settle any kind of agitation and civil commotion of the local people, Tribal's, if occurred, during the continuation of the mining activities, within the mining lease hold area with the assistance of WBMDTCL, as and when required. The MDOP will ensure that there is no health issue of the local inhabitants due to dust pollution. The MDOP will arrange for continuous dust suppression to prevent dust pollution.
- k) The MDOP will indemnify WBMDTCL and hold WBMDTCL harmless against any claim by any third party in respect of any agitation, civil commotion or disturbance.

9.2.5 Conditions Precedent

All right and obligations of the parts shall be subject to the satisfaction in full of the conditions precedent specified in the Clause.

9.2.6 The MDOP upon signing of the mine development and purchasing agreement require to satisfy all the conditions

- (a) Procure issuance of environmental clearance and forest clearance, if required from appropriate authorities.
- (b) Assisting in procuring mining lease from Govt. of West Bengal and registration of the Lease Deed.
- (c) Procure approval of Mining Plan from appropriate authorities.
- (d) Procure all the Applicable Permits, like CTE, CTO, Explosive license, permission for commencement of operation all in full force and effect as legally enforceable.

9.2.7 WBMDTCL will extend all assistance, cooperation and facilities to the MDOP for satisfaction of the conditions precedent but it will be the responsibility of the MDOP to complete the obligations as soon as possible by following up and liasoning with the appropriate authorities and act as authorized representatives (as permissible by law) of WBMDTCL. Whenever deemed necessary, while following up with the appropriate authorities.

9.2.8 However, MDOP will be responsible for speedy satisfaction of conditions precedent as laid down above taking all necessary help, assistance, intervention or co-operation from WBMDTCL at every level and stage.

9.3 RIGHTS OF WBMDTCL

- a. WBMDTCL shall at all times remain the lessee of the Mine and in capacity of lessee shall be in occupation of

the Mine. All Black Stone produced at the Mine shall remain the absolute property of WBMDTCL irrespective of its location till the same is transferred to the MDOP. The MDOP shall have no right, title, claim or lien on either the Mine or the Mining Lease or the Black Stone produced at the Mine. Provided however, title to all Project Assets installed at their cost shall remain with the MDOP.

- b. WBMDTCL will also be the absolute owner of all waste products and over burden of any nature generated at the Mine and the MDOP is forbidden from dealing with and/or disposing of the same without the written permission and/or instructions of WBMDTCL.
- c. The MDOP and WBMDTCL agree and acknowledge that nothing in this Agreement shall be construed to be a transfer of the Mining Lease or any rights or benefits there under to the MDOP.
- d. WBMDTCL shall have the right to call for all reasonable information in relation to any matter pertaining to this Agreement after giving reasonable notice.
- e. Upon expiry or earlier termination of this Agreement or in case of closure of the Mine as per the Approved Mining Plan, the MDOP will be allowed to remove the Project Assets, if any, belonging to the MDOP.

9.4 MEASUREMENT AND MOVEMENT OF BLACK STONE

- a. The quantity of Black Stone delivered shall be measured in metric tonne (MT) with all details as may be required as per rules and other details as may be prescribed by WBMDTCL will be issued under signature of designated officials of WBMDTCL.
- b. Authorized representatives of WBMDTCL and the MDOP shall be present to witness the measuring of the Black Stone in the metric unit. The measurement so recorded in the office shall be final and conclusive for the purpose of determining the quantity of Black Stone delivered.
- c. The MDOP will ensure that all Black Stone extracted from the Mines is moved only to the notified stack yard and no Black Stone is otherwise taken out of the Mines and moved to any other point other than the notified stack yard through the centralized online portal .
- d. There shall be reconciliation of measurement of Black Stone (RoM), so mined by the MDOP with the aggregate figures obtained by suitable volumetric survey carried out jointly by WBMDTCL and the MDOP at the end of every Financial Year using the online and offline data available . In case there is any discrepancy, the MDOP will be obliged to pay WBMDTCL the amount involved.

9.5 QUALITY OF BLACK STONE

Quality of Black Stone as available in all the mines must be accepted by the MDOP.

9.6 MINE MANAGER & OTHER STATUTORY PERSONNEL

WBMDTCL will appoint a competent Mine Manager as per Applicable Laws and/or directives of the Director General Mine Safety to undertake the responsibilities and perform the duties, work, services and activities set forth in the subsequent sub-clauses. The appointment of Mine Manager shall be upon the sole discretion of WBMDTCL and shall be done prior to the commencement of operation.

Regarding other statutory personnel both WBMDTCL & MDOP will appoint DGMS certified officials in equal proportion.

Responsibilities of Mine Manager

Besides statutory responsibilities, other responsibilities of the Mine Manager shall mainly be as follows:

- a) To protect the overall interest of the Project and WBMDTCL at any point of time during the Contract Period.
- b) To verify and certify the production of the MDOP on daily basis and maintain adequate books and records in respect of the daily production of Black Stone.

9.7 APPOINTMENT OF SOLE MDOP

On and from the Effective Date, WBMDTCL hereby appoints the MDOP as the sole and exclusive MDOP for carrying out Mining Operations in the Mines and to excavate/extract and/or move Black Stone from the Mine for and on behalf of WBMDTCL and to purchase the full quantity from WBMDTCL or in any manner as may be advised by WBMDTCL from time to time.

9.8 AUTHORISATION OF WBMDTCL

WBMDTCL hereby authorizes the MDOP to enter and work in the Mines for the purpose of all pre-mining operations, excavating and transporting mined Black Stone, dumping of rejects and delivery of Black Stone in accordance with the provisions of the Approved Mining Plan and this Agreement. The MDOP shall carry out any other acts, deeds and operations that may be required to be done within the scope of or for the fulfillment of this Agreement as per the approved Mining Plan.

9.9 REPRESENTATIONS AND WARRANTIES OF THE MDOP

The MDOP hereby represents and warrants to WBMDTCL that:

- a. The MDOP is duly organized and validly existing under the laws of India;
- b. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d. The MDOP has the financial standing and capacity to undertake the Project;
- e. This Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms hereof;
- f. It is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- g. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Memorandum and Articles of Association of the MDOP or any Applicable Laws or any covenant, agreement, understanding, decree or order to which, it is a party or by which it or any of its properties or assets is bound or affected;
- h. There are no actions, suits, proceedings, or investigations pending or, to the MDOP knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the MDOP under this Agreement or which individually or in the aggregate may result in any material adverse effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Agreement;

- i. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any governmental agency which may result in any material adverse effect on its financial condition or its ability to perform its obligations and duties under this Agreement;
- j. It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have material adverse effect on its financial condition or its ability to perform its obligations and duties under this Agreement;
- k. No representation or warranty by the MDOP contained herein or in any other document furnished by it to WBMDTCL or to any governmental agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- l. It warrants that no sums, in cash or kind, have been paid or will be paid by or on behalf of the MDOP, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of WBMDTCL, GoI or GoWB in connection therewith.
- m. In the event, if after execution of this agreement there is any subsequent change in law or any judicial or administrative pronouncement as a reason where of the mining carried out in terms of this agreement is either termed/declared as illegal/impermissible, on account of default of the contractor, shall be borne by the MDOP.

9.10 DECLARATION OF MDOP

- a. The MDOP acknowledges that prior to the execution of this Agreement, MDOP has after a complete and careful examination made an independent evaluation of the site conditions and all the information provided by WBMDTCL and has determined to MDOP satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by MDOP in the course of performance of its obligations hereunder.
- b. The MDOP does not claim ownership of the Mine. MDOP is undertaking the Mining Operations for and on behalf of WBMDTCL. WBMDTCL is the owner of the Mine in accordance with the Mine Act, 1952.

9.11 CONSIDERATION AND PAYMENT TERMS

- a. Payment would be required to be made under this Agreement on commencement of Commercial Production of Black Stone from the Mines. Upon commencement of commercial production of Black Stone from the Mines, The MDOP shall raise a monthly Invoice for Contract Mining Charge (to be declared by MDOP at the beginning of each financial year in Rs. per MT of RoM) plus applicable taxes for the Black Stone ROM mined and dispatched during the preceding calendar month supported by the copies of all slips/ documents, and submit the same to WBMDTCL as specified in clause 9.2.4. It shall be mandatory for all viz. WBMDTCL; MDOP WBMDTCL will also raise monthly Sale Invoice including applicable taxes for the dispatched quantity of Black Stone purchased by MDOP. The MDOP, shall pay to WBMDTCL the Facilitation Fee for the Black Stone so purchased by them, after making adjustment of the Contract Mining Charges for the concerned month, as specified in clause 9.2.4. Failure on the part of the MDOP to pay the Facilitation Fee or other applicable Statutory Charges within due date, would attract compound interest @ PLR on such unpaid dues. In case MDOP, has any objection to any invoice, it shall pay the entire amount as mentioned hereinabove first and then the disputed amount will be settled.
- b. The Sale Price shall be calculated on per tonne basis by aggregating:

- i. Contract Mining Charge per tonne of Black Stone (RoM) invoiced each month by the MDOP for the extraction of the Black Stone supplied by WBMDTCL as per Mining and Purchase Agreement ;
- ii. Facilitation fee of Rs. "X" per tonne of Black Stone (RoM) payable to WBMDTCL.

[Here "X" = the quoted rate in the Financial Bid by the successful MDOP during 1st year of signing of Mining and Purchase Agreement and "X" = the quoted rate in the Financial Bid by the MDOP multiplied by the fractional change in Wholesale Price Index (WPI) as available in the website of the Office of Economic Affairs, Ministry of Commerce & Industry, GoI for Black Stone (in absence, for Other Mineral) per annum, rounded off to next rupee, during subsequent years of signing of Mining and Purchase Agreement]

[Illustration: Say "X"= Rs. 100/- per METRIC TONNE during Jan 2024 when WPI of Other Mineral is 188.5. Thus during Jan 2025 when WPI of Other Mineral is 218, "X" will be $100 \times 218/188.5 = \text{Rs.}115.65/-$ i.e Rs.116/- per METRIC TONNE]

c. The MDOP shall pay the Royalty, Dead Rent, Cess, Surface Rent, Water Rate, Land Revenue, DMF and other statutory charges, penalty in any form, in respect of the Mine and production of Black Stone.

d. Review of Facilitation fee:

In case the Facilitation Fee payable by the MDOP, as calculated after application of the escalation formula given in Clause 9.11 (b) of above, as aforesaid, becomes economically unviable either to WBMDTCL or to the MDOP for any substantial reason, the amount of facilitation fee may be revised subject to a joint review in the following manner:

i) Such review will not apply before expiry of 2 (two) years from the date of signing of the Mining & Purchase Agreement.

ii) The trigger point for such redetermination would be a request made by either of the parties namely WBMDTCL or the MDOP in the form of writing.

iii) The requesting party, as aforesaid, would submit audited financial statement and certified supporting documents establishing reasons for claiming the review and would be obliged to provide all financial and other data to the other party, as per demand.

iv) If a review mutually agreed to, the facilitation fee will be subjected to be reviewed, without sacrificing the spirit of the existing escalation clause and will be based on a fixed part and on indices available in public domain for other significant cost compensation and their respective weightages.

v) Once a review of the facilitation fee is successfully completed, the redefined facilitation fee would continue to be in vogue for another 2(two) years thereafter.

e. The MDOP shall pay all taxes, levies, duties etc. leviable by any Governmental Agency on WBMDTCL at any time.

f. The MDOP shall reimburse all kind of incidental charges borne by WBMDTCL for the mines.

10. Performance Security

10.1 Submission of Performance Security

10.1.1 The Preferred Bidder prior to the signing of the agreement shall submit a Performance Security in the form of Bank Guarantee in accordance to the Format for Performance Security to be issued with LOI.

- 10.1.2 This Bank Guarantee shall be from a Scheduled Bank as listed in the Second Schedule of the Reserve Bank of India Act, 1934, excluding those listed under the headings of Gramin Banks, Urban Co-operative Banks and State Co-operative Banks in favour of WBMDTCL.
- 10.1.3 The amount of Performance Security should be as mentioned in the Data sheet.
- 10.1.4 The Performance Security should be valid for the entire contract period plus an additional 6(six) months from the date of execution of Agreement
- 10.1.5 The Performance Security shall be returned to the Successful Bidder after successful completion of the contract and mine closure as per approved Mining Plan.

10.2 Appropriation of Performance Security

- 10.2.1 In case of any default in terms of the Agreement, WBMDTCL will encash amount of shortfall or compensation from the performance security Bank Guarantee. In such case of partial encashment, the original value of the performance Bank Guarantee will be restored within 15 days.
- 10.2.2 In case of termination of the Agreement as per Section 11, WBMDTCL may forfeit and invoke the entire amount of the Performance Security.

11. Termination

WBMDTCL shall have the sole discretion and right to terminate this Agreement in the event:

- 11.1 The MDOP fails to mine Black Stone for a continuous period of six (6) months and the reason for such failure is attributed to the fault of the MDO as deemed by WBMDTCL ;
- 11.2 Voluntary Winding-up of the consortium in accordance with the company's act in case of a Consortium;
- 11.3 The MDOP is adjudged bankrupt or insolvent.
- 11.4 The MDOP is ordered to be wound up by a court of competent jurisdiction.
- 11.5 The MDOP fails to make payment/restoration/compensation as per this Agreement and such failure continues for a period of 30 (thirty) days and in the event of non-renewal/extension of lease period or other statutory approvals by GoWB or any other competent authority.
- 11.6 In case the MDOP commits breach of the terms and conditions and stipulated clauses then WBMDTCL shall inform the MDOP in writing to set right or rectify the breach of any of the terms within 30 days of the receipt of such notice and if even after this, the MDOP fails to rectify the said breach within the said period then this contract may be terminated by WBMDTCL and upon such termination of this contract, but for the rights which have accrued prior to the date of termination, all the rights of the parties to this contract shall immediately cease and determined and WBMDTCL will set right or rectify the breach at the cost and expense of the MDOP.
- 11.7 For the avoidance of doubt it is expressly agreed and declared that in the event of any of the terms and conditions of this contract liable to be vitiated as being not enforceable, such defect shall not vitiate the other provisions of this agreement, which may be legally valid, effectual and binding on the parties hereto.
- 11.8 In "Public Interest" at any point of time.

- 11.9 In the event project becomes financially or technically non-viable, the contract can be terminated by mutual consent.
- 11.10 Incase of non adherence to the payment conditions specified in clause 9.2.4

12. General Terms and Conditions

12.1 Fraud & Corrupt Practices

- 12.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the tender process and subsequent to the award of the contract. Notwithstanding anything to the contrary contained herein, WBMDTCL may reject a bid or terminate the Mining and Purchase Agreement as the case may be, without being liable in any manner whatsoever to the Bidder, Technically Qualified Bidder, Preferred Bidder or the Successful Bidder, as the case may be, if WBMDTCL determines that the Bidder, Technically Qualified Bidder, Preferred Bidder or Successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice in the tender process. In such an event WBMDTCL shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the WBMDTCL under the Tender Document and/ or otherwise.
- 12.1.2 Without prejudice to the rights of WBMDTCL under Clause 12.2.1 hereinabove, if a bidder is found by WBMDTCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or collusive bidding or bid rigging during the Bidding Process, such a bidder shall not be eligible to participate in any tender or RFP issued by WBMDTCL during a period of 2 (two) years from the date such bidder is found by WBMDTCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or restrictive practice, as the case may be. WBMDTCL shall also take remedial measures against such bidder available to it under the provisions of the Competition Act, 2002 in case of collusive bidding or bid rigging.
- 12.1.3 For the purposes of this Clause 12.2, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the tender process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of WBMDTCL who is or has been associated in any manner, directly or indirectly, with the tender process or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 year from the date such official resigns or retires from or otherwise ceases to be in the service of WBMDTCL, shall be deemed to constitute influencing the actions of a person connected with the tender process); or (ii) save and except as permitted under this tender document, engaging in any manner whatsoever, whether during the tender process or after execution of the Mining and Purchase Agreement, as the case may be;
- (b) "Fraudulent Practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the tender process.

- (c) “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the tender process;
- (d) “Undesirable Practices” means (i) establishing contact with any person connected with or employed or engaged by WBMDTCL with the objective or canvassing, lobbying or in any manner influencing or attempting to influence the tender process; (ii) having a conflict of interest; or (iii) violating of any Applicable Law; and
- (e) “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the tender process.
- (f) “collusive bidding” or “bid rigging” means any agreement, between enterprises or persons engaged in identical or similar production or trading of goods or provision of services, which has the effect of eliminating or reducing competition for bids or adversely affecting or manipulating the process for bidding.

12.2 Conflict of Interest

- 12.2.1 A bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. A bidder(s) found to have a Conflict of Interest shall be disqualified. The bidder shall submit an Affidavit to this effect as per the format given in Annexure 3. A bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

The bidder, its Subsidiary/ Subsidiaries and/or Holding company/LLP and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM and any other bidder, Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a bidder, Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such bidder, Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM, as the case may be) in the other bidder, its Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company/LLP/PARTNERSHIP/PROPRIETARY FIRM, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (a) such bidder, or its Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder, or any Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder, its Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM; or
- (b) such bidder has the same legal representative for purposes of this Bidding Process as any other bidder; or
- (c) such bidder, or any Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM has a relationship with another bidder, or any Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the bid of either or each other; or
- (d) such bidder, or any Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM has participated as a consultant to WBMDTCL in the preparation of any documents, design or technical specifications of the Project

12.2.2 A bidder shall be liable for disqualification if any legal, financial or technical adviser of WBMDTCL in relation to this Project is engaged by the bidder, any Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM, as the case may be, in any manner for matters related to or incidental to the Project. This disqualification shall not apply where such adviser is engaged after a period of 12 (twelve) months from the date of issuance of LOI.

13. Force Majeure

In case of any of the force majeure conditions as defined below, the MDOP may represent to WBMDTCL for waiver of any condition of the agreement.

13.1.1 Force Majeure Definition

Force Majeure Event shall mean any event or circumstance or a combination of events and circumstances set out hereunder and the consequence(s) thereof which affect or prevent the Party claiming force majeure ("Affected Party") from performing its obligations in whole or in part under this Agreement and which event or circumstance (i) is beyond the reasonable control. Such events shall be:

- Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, River flood, Flash flood or Storm-surge, landslide, drought, lightning, earthquakes, volcanic eruption, fire or

exceptionally adverse weather conditions affecting the implementation of this Agreement;

- Radioactive contamination, ionizing radiation;
- Epidemic or Pandemic;
- An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, nuclear blast/explosion or sabotage, road blocks or other blocks affecting the connectivity of the mine site;
- Any event or circumstances of a nature analogous to any of the foregoing;
- A Change in Law of the land, which prevents execution of the contract in any way;
- Strike, riot, civil-commotion;
- Local Agitation, Political Agitation, or any disruptive activity adversely affecting law and order in the mine site or neighborhood;

13.1.2 Notice of Force Majeure Event

The Affected Party shall give notice to the other Party in writing of the occurrence of any Force Majeure Event (the "Force Majeure Notice") as soon as the same arises or as soon as reasonably practicable and in any event within 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the adverse effect it has or is likely to have on the performance of its obligations under this Agreement.

The Notice shall inter alia include full particulars of:

- Nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof;
- Duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Affected Party's ability to perform its obligations or any of them under this Agreement;
- Measures which the Affected Party has taken or proposes to take, to a
- Alleviate the impact of the Force Majeure Event or to mitigate the damage; and
- Any other relevant information so long as the Affected Party continues to claim to be affected by a Force Majeure Event.
- Documentary evidence of such occurrence.

13.1.3 Period of Force Majeure

Period of Force Majeure shall mean the period from the time of occurrence of the Force Majeure Event specified in the notice given by the Affected Party in respect of the same until the expiry of the period during which the Affected Party is excused from performance of its obligations.

13.1.4 Performance Excused

The Affected Party, to the extent rendered unable to perform its obligations or part thereof in spite of exercise of due diligence, under this Agreement as a consequence of the Force Majeure Event shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.

Notwithstanding any provision of this, Force Majeure Event shall not absolve the Parties from any obligation to make payment in respect of its obligations under this Agreement in the event such payment obligations have arisen or accrued prior to the occurrence of the Force Majeure Event. The Force Majeure Event shall not relieve any Party from its obligation to comply with Applicable Laws.

13.1.5 Resumption of Performance

During the Period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption shall notify the other Party of the same in writing. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

13.1.6 Costs, Revised Timetable

Each Party shall bear its costs, if any, incurred as a consequence of the Force Majeure Event.

To the extent the performance of the obligations of the Affected Party is affected by the Force Majeure Event, the time period for the performance of the obligations of the Affected Party shall be extended by a similar time period on a day to day basis.

13.1.7 Consultation and duty to mitigate

- The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure Event. Except as specifically stated to the contrary, no Party shall be relieved of its obligations under this Agreement by reason of impossibility of performance or any other circumstance whatsoever beyond its control.
- In the event the Force Majeure Event continues for a period of 6(six) months or more within a continuous period of 1 (one) year, the Parties may terminate this Agreement by mutual consent.

Annexure 1: Format for Power of Attorney

To be executed by the Bidder(Each Member for Consortium)on Non-judicial stamp paper of Rs. 100/- and Notarised

Know all men by these presents, we..... (Name of the bidder 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 application for qualification and submission of our bid for the Selection of MDOP for Mining and Purchase of Black Stone from the Black stone deposit (Pachami-South Block)within the Mouzas of Hatgacha (J.L. No:-1), Chanda (J.L. No:-2) and Pachami (J.L. No:-3) under P.S. – Md. Bazar, Dist. – Birbhum, West Bengal (Area- 69.433 acre),being developed by BIDDER including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid meeting and other meetings and providing information/ responses to WBMDTCL, representing us in all matters before WBMDTCL, participation in the bidding process, representing us in all matters before WBMDTCL, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with WBMDTCL in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into agreement with WBMDTCL.

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.

AND that a resolution to this effect was passed during the meeting of the Board of Directors of the company or meeting of the Partners of LLP/PARTNERSHIP FIRM held on [•] at [•].

IN WITNESS WHEREOF WE,....., THE ABOVE-NAMED PRINCIPAL HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF..... 2024.

For

.....

(Signature, name, designation and address)

Official Seal

Witnesses:

1.

2.

Accepted

[Notarized]

(Signature)

(Name, Title and Address of the Attorney)

Annexure 2: Format for Bid Letter

Commercial Proposal are true and correct; nothing has been omitted which renders such information misleading or incomplete and all documents accompanying the Techno- Commercial Proposal are true

To be submitted on the letterhead of the Bidder (Each Member for Consortium)

Letter No. [•]

Dated: [•]

To

The Managing Director

The West Bengal Mineral Development and Trading Corporation Limited

WBIIIDC Building, 3rd Floor, DJ-10, DJ Block, Sector-II

Bidhannagar, Kolkata-700091

Dear Sir,

Subject: Submission of Techno-Commercial Proposal for Selection of Mine Developer, Operator and Purchaser (MDOP) for Mining and Purchase of Black Stone from the Black stone deposit (Pachami-South Block) within the Mouzas of Hatgacha (J.L. No:-1), Chanda (J.L. No:-2) and Pachami (J.L. No:-3) under P.S. – Md. Bazar, Dist. – Birbhum, West Bengal (Area- 69.433 acre).

1. With reference to your RFP No MDTC/P-142/325 dated 15.02.2024 we have examined the tender document and understood its contents, hereby submit our Pachami-South Block) within the Mouzas of Hatgacha (J.L.

No:-1), Chanda (J.L. No:-2) and Pachami (J.L. No:-3) under P.S. – Md. Bazar, Dist. – Birbhum, West Bengal (Area- 69.433 acre). Our Bid is unconditional and unqualified.

2. I/ We acknowledge that WBMDTCL will be relying on the information provided in the Techno-Commercial Proposal and the documents accompanying the Techno-Commercial Proposal for qualification of the Bidders, and we certify that all information provided in the Techno-Commercial Proposal are true and correct; nothing has been omitted which renders such information misleading or incomplete; and all documents accompanying the Techno-Commercial Proposal are true copies of their respective originals.
3. This Techno-Commercial Proposal is being submitted for the express purpose of qualifying as a Bidder for the Selection of MDOP for Mining and Purchase of Black Stone from the Black stone deposit (Pachami-South Block) within the Mouzas of Hatgacha (J.L. No:-1), Chanda (J.L. No:-2) and Pachami (J.L. No:-3) under P.S. – Md. Bazar, Dist. – Birbhum, West Bengal (Area- 69.433 acre).
4. We acknowledge the right of WBMDTCL to reject our Techno-Commercial Proposal/ Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. We understand that WBMDTCL may cancel the Bidding Process at any time and that you are neither bound to accept any Techno-Commercial Proposal/ Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
6. We believe that I/ we satisfy all the Qualification Requirements as specified in the tender document and are/ is qualified to submit a Bid.
7. We declare that I/ we or our Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM and/or the Subsidiary/ Subsidiaries of such Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM are not another Bidder/ or any other bidder submitting a Techno-Commercial Proposal/ Bid for Selection of MDOP for Mining and Purchase of Black Stone from the Black stone deposit (Pachami-South Block) within the Mouzas of Hatgacha (J.L. No:-1), Chanda (J.L. No:-2) and Pachami (J.L. No:-3) under P.S. – Md. Bazar, Dist. – Birbhum, West Bengal (Area- 69.433 acre).
8. We certify that in regard to matters other than security and integrity of the country, we/ our Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM and/or the Subsidiary/ Subsidiaries of such Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, I/ we or our Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM and/or the Subsidiary/ Subsidiaries of such Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
10. We further certify that no investigation by a regulatory authority is pending either against me/ us or our Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM and/or the Subsidiary/ Subsidiaries of such Holding company/LLP/PARTNERSHIP/PROPRIETARY FIRM or against our CEO or any of our directors/ managers/ employees.
11. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this tender document; we shall intimate WBMDTCL of the same immediately.

12. The Techno-Commercial Proposal and Bid submitted by us shall be valid for a minimum period of 180 (one hundred and eighty) days from Bid Due Date or any extension thereof as requested by WBMDTCL.
13. We further declare that by submitting this Bid, we agree to be bound by the terms and conditions of the tender document, without any reservations, objections or qualifications.
14. We do hereby confirm and declare that we have independently inspected area/s, ascertained and obtained all relevant and necessary information, data, particulars, prevailing wage structure, conditions of services of workmen and working conditions, facilities, availability of surface & subsurface water & its pumping requirements, existing industrial environment etc which are directly or indirectly related to scope of work.
15. We have ascertained the location and situation of mine/s area/s, the specified area/s where we would be required to undertake the mining activities, the location of waste and mineral stacks site and electrical installations etc. which we will be required to maintain.
16. We have assessed and satisfied our self as to the nature, condition, quantum, extent, and scope of the work,, type and conditions of the strata, rock, soil, sub-soil, ground, working conditions of the area/s, availability of power supply, water supply, men and machinery requirement, availability of land, availability of surface & sub-surface water and its pumping requirement, present statutory clearances etc. and we do hereby agree and undertake not to raise any dispute and/ or objection at any stage on any ground whatsoever.
17. We have read & hereby accept our role, responsibility & obligations under the Tender Document, and undertake not to raise any dispute and/or objection on such account due to our ignorance, misinterpretation or for any reason whatsoever.

Thanking you,

Yours faithfully,

Signature of Authorised Signatory (as per Power of Attorney)or Proprietor with Official Seal

Annexure 3: Format for Affidavit

To be executed by the Bidder(Each Member for Consortium) on Non-judicial stamp paper of Rs. 100/- and Notarised

Letter No. [●]

Dated: [●]

To

The Managing Director

The West Bengal Mineral Development and Trading Corporation Limited

WBIIDC Building, 3rd Floor, DJ-10, DJ Block, Sector-II

Bidhannagar, Kolkata-700091

Subject: Submission of Techno-Commercial Proposal for Selection of Mine Developer, Operator and Purchaser (MDOP)for Mining and Purchase of Black Stone from the black stone deposit (Pachami-South Block) within the Mouza of Hatgacha (J.L. No:-1), Chanda (J.L. No:-2) and Pachami (J.L. No:-3) under P.S. – Md. Bazar, Dist. – Birbhum, West Bengal (Area- 69.433 acre).

Sir,

We hereby solemnly declare that in respect of any tender/ contract issued by a government or any government instrumentality:

- (a) none of our contracts have been terminated or foreclosed due to their default during the last ten (10) years from the RFP publication date;
- (b) as on the RFP publication date the bidder is not blacklisted, banned, de-listed or suspended or under purchase holiday in connection with any tender/ contract for Mining of minerals and related businesses;
- (c) we have not breached any terms of tenders or contracts, which could result in the rejection of our bids or cancellation of our contracts, as applicable;
- (d) we have examined and we have no reservations or objections to the RFP document, including any Corrigendum (a)/ Amendment(s) issued by WBMDTCL;
- (e) we do not have any conflict of interest in accordance with Clause 12.2 of the RFP document;
- (f) we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, collusive bidding or bid rigging as defined in Clause 12.1 of the RFP document; we also undertake to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice or collusive bidding or bid rigging;
- (g) we have not been found guilty of offences involving bribery, corruption, fraud, offences against the state including loyalty to the state and non-payment of statutory dues to any government or government instrumentality;
- (h) there is no instance of winding up/insolvency or other proceedings of a similar nature is pending against us or a receiver has been appointed for our assets;
- (i) none of the directors of our company or partners of LLP/Partnership Firm or the proprietor in case of a proprietary firm/ have been convicted in any cognizable offence by any court of law; irrespective of whether the conviction is pending under appeal in a higher court, unless the conviction is stayed by the higher court.

We further declare that:

- (a) All information furnished by us either in any self-certified supporting document or any other document in respect of fulfillment of eligibility criteria of this tender is complete, correct and true
- (b) All documents/ credentials submitted with this tender are genuine, authentic, true and valid
- (c) If it is found at any point of time that our documents are not genuine or false or forged then in that case our tender will be rejected, EMD by us will be forfeited and we will be debarred from participating in further/ future WBMDTCL tenders and/ or any action as deemed fit by WBMDTCL may be taken against us, including termination of the contract, forfeiture of all dues including forfeiture of EMD and banning/ delisting of our entity and all related persons etc. for 3 (three) years from the date of issue of such notifications.

- (d) Decision whether the documents submitted are genuine and authentic, will be taken by WBMDTCL based on verification and will be final and binding on the bidder
- (e) The bidder will allow WBMDTCL to verify all such internal documents of the bidder on demand by WBMDTCL

Signature of Authorised Signatory (as per Power of Attorney) or Proprietor

(Official Seal)

Name:

Designation:

Annexure 4: Format for Declaration against Blacklisting

To be executed by the Bidder (Each Member for Consortium) on Non-judicial stamp paper of Rs. 100/- and Notarised

Date:

To,

The Managing Director

The West Bengal Mineral Development and Trading Corporation Limited WBIIDC

Building, 3rd Floor, DJ-10, DJ Block, Sector-II, Bidhannagar, Kolkata-700091

Dear Sir,

I/we hereby solemnly declare that none of our directors or partners or proprietor (as the case may be) jointly or severally and/or individually or our company/LLP/PARTNERSHIP/PROPRIETORY FIRM is not presently black listed by the Central Government or any State Government Department / Public Sector Undertakings / agency / organization in India in relation to Mining of minerals and related businesses. 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 Tendering Process during last 5 (Five) Years period from the bid due date.

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 company/LLP/PARTNERSHIP/PROPRIETARY FIRM in this regard in any manner that may be deemed fit by WBMDTCL, including cancellation of the agreement and forfeiture of the EMD/ encashment of the performance security/ bank guarantee.

Thankingyou,

Yours faithfully,

Signature of Authorised Signatory (as per Power of Attorney)or Proprietor

Name:

Designation:

OfficialSeal:

Date:

Place:

Annexure 5: Format Regarding Eligibility of the Bidder

[To be submitted by the Bidder (Each Member for Consortium) on the letter head of the Chartered Accountant with UDIN]

Date:

I hereby certify the following information in respect of the Bidder (Member of Consortium in case of a Consortium)

A. General Information

Name of the Bidder (or member of the consortium)	
Full Address of the Office of the Bidder (or member of the consortium)	
E-mail address of the Bidder (or member of the consortium)	
Contact No. of the Bidder (or member of the consortium)	
Status of the Bidder (or member of the consortium) (Whether Company or LLP or Partnership Firm or Proprietorship firm)	
CIN (for Company or LLP) / Registration No. (for Partnership firm)/ Trade License No. (for Proprietorship firm) of the Bidder (or member of the consortium)	
PAN of the Bidder (or member of the consortium)	
GST Registration No. of the Bidder (or member of the consortium)	

B. Eligibility Information

Financial Year	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	Total	Average
Turnover of the Bidder in INR	Not Applicable	Not Applicable							
Quantity of Blackstone Mineral mined in MT									Not Applicable
Certificate regarding possession of consent letters from Land owners aggregating at least 25 Acres within the Proposed Mine Site as mentioned in Annexure- 7.	Certified that we have in our possession consent letters from Land owners aggregating ____ (Insert Value) Acres within the Proposed Mine Site as mentioned in Annexure- 7. Details are annexed in Appendix-A. In case WBMDTCL wants to verify the details of the Consent Letters along with the amount of Land area at any point of time during the Bidding Process, we will be obliged to produce the same on demand and in case we fail to produce the same our Bid will be disqualified and Earnest Money will be Forfeited and WBMDTCL will be free to take any action deemed fit against us.								

The Bidder has cleared up to date Income Tax, GST and Employees Provident Fund dues.

Above statements are true to best of my knowledge.

Signature & Name of the Chartered Accountant with Official Seal
UDIN

Accepted

Signature of Authorised Signatory (as per Power of Attorney) or Proprietor with Official Seal

Annexure-6: Format for Consortium Operating Agreement

To be executed by the Bidder (Only Consortium) on Non-judicial stamp paper of Rs. 100/- and Notarised

THIS CONSORTIUM OPERATING AGREEMENT is entered into on this the day of 20__.

AMONGST

A., a Company/LLP /Partnership Firm/Proprietorship Firm and having its office at [●] (hereinafter referred to as the **"First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

B., a Company/LLP /Partnership Firm/Proprietorship Firm and having its office at [●] (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

C., a Company/LLP /Partnership Firm/Proprietorship Firm and having its office at [●] (hereinafter referred to as the **"Third Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND, THIRD 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 Bid as members of a Consortium and in accordance with the terms and conditions of the RFP Document and
- B. It is a necessary condition under the RFP Document that the members of the Consortium shall enter into a Consortium Operating Agreement and furnish a copy thereof with the Bid.

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 RFP Document.

2. Consortium

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

3. Role of the Parties

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

- 3.1 Party of the First Part shall be the Lead Member of the Consortium and shall have the Power to execute the Mining & Purchase Agreement for conducting all business for and on behalf of the Consortium during the Bidding process and during the contract period;
- 3.2 In addition to the above, the Party of the First Part (Lead Member) shall be responsible for all Mining, Financial and other obligations as per terms and conditions under the Mining & Purchase Agreement.
- 3.3 For all terms and conditions under the Mining & Purchase Agreement and for day to day activities, WBMDTCL will only correspond to the Party of the First Part (Lead Member).
- 3.4 For all Billing terms, WBMDTCL will only correspond to the Party of the First Part (Lead Member). All payments to WBMDTCL will have to be made by the Lead Member.
- 3.5 The Party of the Second Part / The Parties of the Second and Third Part shall provide all necessary support to the First Part (Lead Member) for all terms and conditions under the Mining & Purchase Agreement and for day to day activities.

4. Joint and Several Liability

- 4.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Bid and in accordance with the terms of the RFP Document and the Mining and Purchase Agreement till end of the Contract Period.
- 4.2 The Parties undertake that they shall not undertake any change in ownership or the terms of the consortium agreement except with prior written approval of WBMDTCL.
- 4.3 The Parties undertake that they shall comply with all requirements set forth in the RFP Document.

5. Representation of the Parties

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

- 5.1 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;
- 5.2 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:
 - (a) require any consent or approval not already obtained;
 - (b) violate any Applicable Law presently in effect and having applicability to it;
 - (c) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (d) 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
 - (e) 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;

5.3 this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

5.4 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.

6. Termination

This Agreement shall be effective from the date and shall continue in full force and effect until the expiry of the Contract Period, if becomes a Successful Bidder for execution of Mining & Purchase Agreement. However, in case the Consortium is not qualified in the bidding process, the Agreement may be terminated by the parties.

7. Miscellaneous

7.1 This Consortium Operating Agreement shall be governed by laws of India and all Acts and Rules of Government of West Bengal.

7.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of WBMDTCL, during the entire contract period.

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

SIGNED, SEALED AND DELIVERED

Authorised person
By First Part (Lead Member)
Name:
Place, date:

Authorised person
By Second Part
Name:
Place, date:

Authorised person
By Third Part
Name:
Place, date:

Witness
Place, date:

Witness
Place, date:

Witness
Place, date:

Notarized

Annexure 7: Information of the site

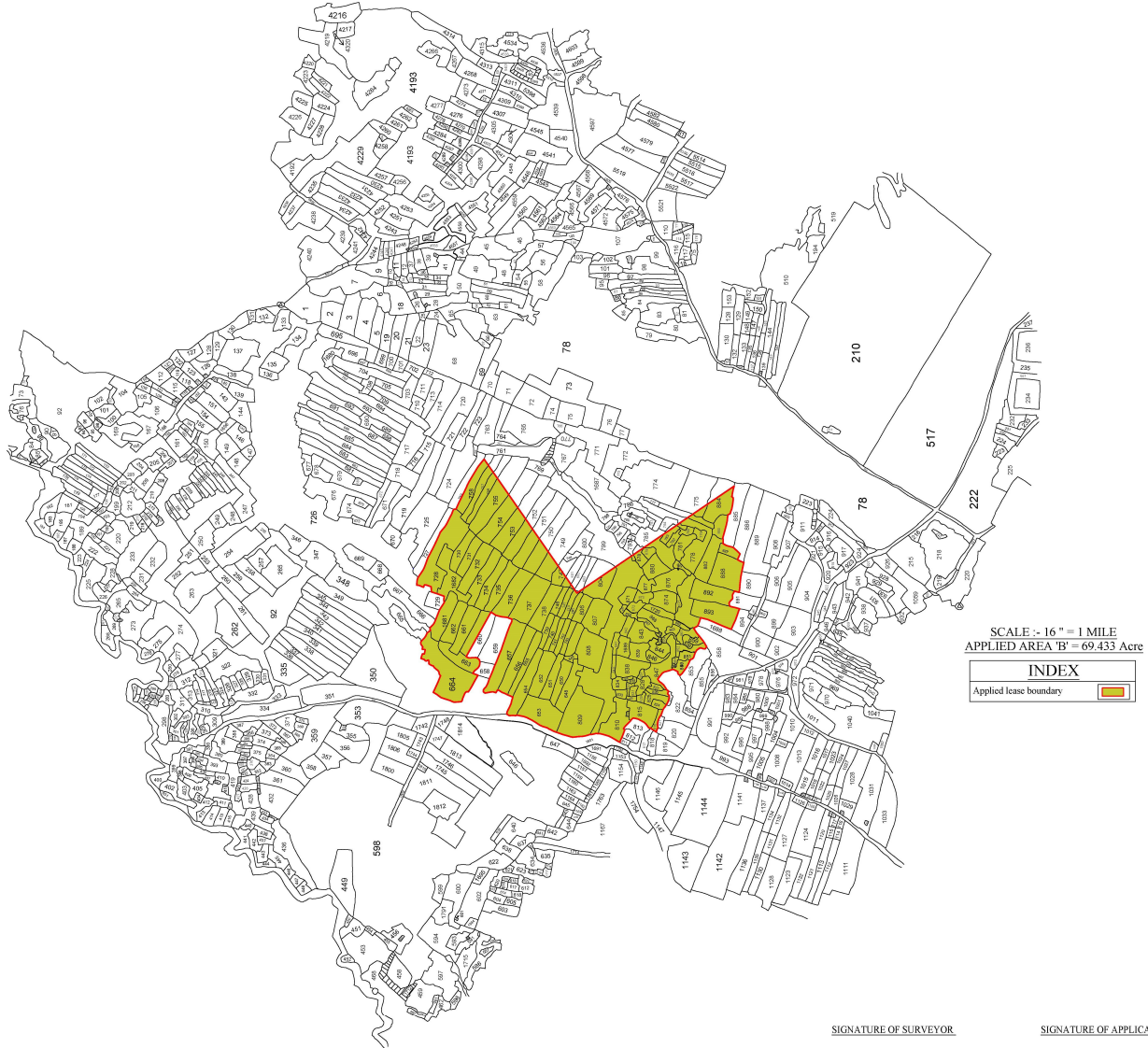
Pachami-South Block

Grant Order: Issued

Sl. No.	Particulars	Description
1	District & State	District - Birbhum, State - West Bengal
2	Block / P.S.	MD Bazar
3	Mouza& JL No.	Hatgacha (J.L. No. 01), Chanda (J.L. No. 02), Pachami (J.L. No. 03).
4	Plot No.	As per Plot Schedule
5	Total area	69.433 Acre
6	Land ownership	Government land and Rayati Land
7	Toposheet No. with coordinates	SOI Toposheet no.: 72 P/12 Coordinates of Project area: 24°04'22.30"N – 24°04'53.57"N & 87°35'48.31"E - 87°36'12.90"E (approx.)
8	Public Roads	The site is easily approachable through 7km of metalled road from Sonthsai more of Panagarh-Morgham road.
9	Railway communication	Mallarpur railway station is the nearest railway station and is 20 km towards E.
10	Distance from major towns	MD Bazar: 25 km towards SSW Suri: 32 km towards SSW Sainthia: 37 km towards SSE Rampurhat: 35 km towards NE
11	Major drainage	Dwaraka River, 3 km towards W

Map of Pachami- South Block

Plan showing the area applied for Mining Lease for Pachami-South Blackstone Mine on behalf of M/S- WBMDTC Ltd in Mouza- Chanda, JL No-02 in PS- MD Bazar, Dist- Birbhum.



Plot Schedule

PLOT SCHEDULE OF PACHAMI-SOUTH BLACKSTONE MINE				
SL. NO	PLOT NO	MOUZA & JL. NO	TOTAL AREA (Acre)	APPLIED AREA (Acre)
1	648	CHANDA (JL.NO.-2)	0.720	0.720
2	649	CHANDA (JL.NO.-2)	0.100	0.100
3	650	CHANDA (JL.NO.-2)	0.540	0.540
4	651	CHANDA (JL.NO.-2)	0.600	0.600
5	652	CHANDA (JL.NO.-2)	0.860	0.860
6	653	CHANDA (JL.NO.-2)	1.320	1.320
7	654	CHANDA (JL.NO.-2)	1.026	1.026
8	655	CHANDA (JL.NO.-2)	0.660	0.660
9	656	CHANDA (JL.NO.-2)	1.100	1.100
10	657	CHANDA (JL.NO.-2)	1.400	1.400
11	660(P)	CHANDA (JL.NO.-2)	1.210	0.630
12	661	CHANDA (JL.NO.-2)	0.850	0.850
13	662	CHANDA (JL.NO.-2)	0.680	0.680
14	663	CHANDA (JL.NO.-2)	0.737	0.737
15	664	CHANDA (JL.NO.-2)	2.200	2.200
16	728	CHANDA (JL.NO.-2)	1.960	1.960
17	730	CHANDA (JL.NO.-2)	0.570	0.570
18	731	CHANDA (JL.NO.-2)	0.590	0.590
19	732	CHANDA (JL.NO.-2)	0.980	0.980
20	733	CHANDA (JL.NO.-2)	0.930	0.930
21	734	CHANDA (JL.NO.-2)	0.780	0.780
22	735	CHANDA (JL.NO.-2)	0.830	0.830
23	736	CHANDA (JL.NO.-2)	1.180	1.180
24	737	CHANDA (JL.NO.-2)	1.400	1.400
25	738	CHANDA (JL.NO.-2)	0.890	0.890
26	739	CHANDA (JL.NO.-2)	0.360	0.360
27	740	CHANDA (JL.NO.-2)	0.295	0.295
28	741	CHANDA (JL.NO.-2)	0.270	0.270
29	742	CHANDA (JL.NO.-2)	0.300	0.300
30	743	CHANDA (JL.NO.-2)	0.300	0.300
31	744	CHANDA (JL.NO.-2)	0.220	0.220
32	745	CHANDA (JL.NO.-2)	0.230	0.230
33	746	CHANDA (JL.NO.-2)	0.290	0.290
34	747(P)	CHANDA (JL.NO.-2)	0.480	0.250
35	749(P)	CHANDA (JL.NO.-2)	1.780	0.470
36	750(P)	CHANDA (JL.NO.-2)	1.340	0.590
37	751(P)	CHANDA (JL.NO.-2)	1.380	0.620
38	752(P)	CHANDA (JL.NO.-2)	1.320	0.650
39	753(P)	CHANDA (JL.NO.-2)	1.590	0.890
40	754(P)	CHANDA (JL.NO.-2)	1.730	1.040

41	755(P)	CHANDA (JL.NO.-2)	1.980	1.160
42	756(P)	CHANDA (JL.NO.-2)	0.790	0.490
43	757(P)	CHANDA (JL.NO.-2)	0.720	0.530
44	758(P)	CHANDA (JL.NO.-2)	0.770	0.680
45	775(P)	CHANDA (JL.NO.-2)	1.700	0.110
46	776(P)	CHANDA (JL.NO.-2)	0.420	0.180
47	778(P)	CHANDA (JL.NO.-2)	1.520	1.130
48	779	CHANDA (JL.NO.-2)	0.160	0.160
49	780	CHANDA (JL.NO.-2)	0.129	0.129
50	781	CHANDA (JL.NO.-2)	0.460	0.460
51	782	CHANDA (JL.NO.-2)	0.210	0.210
52	783(P)	CHANDA (JL.NO.-2)	0.250	0.190
53	784(P)	CHANDA (JL.NO.-2)	0.258	0.050
54	785(P)	CHANDA (JL.NO.-2)	0.650	0.600
55	793(P)	CHANDA (JL.NO.-2)	0.250	0.020
56	799(P)	CHANDA (JL.NO.-2)	6.680	4.156
57	801(P)	CHANDA (JL.NO.-2)	0.370	0.078
58	802(P)	CHANDA (JL.NO.-2)	0.290	0.014
59	803(P)	CHANDA (JL.NO.-2)	0.320	0.011
60	804(P)	CHANDA (JL.NO.-2)	1.190	0.715
61	805	CHANDA (JL.NO.-2)	0.230	0.230
62	806	CHANDA (JL.NO.-2)	0.420	0.420
63	807	CHANDA (JL.NO.-2)	1.320	1.320
64	808	CHANDA (JL.NO.-2)	1.260	1.260
65	809	CHANDA (JL.NO.-2)	1.840	1.840
66	810	CHANDA (JL.NO.-2)	1.000	1.000
67	814	CHANDA (JL.NO.-2)	0.020	0.020
68	815	CHANDA (JL.NO.-2)	0.690	0.690
69	816	CHANDA (JL.NO.-2)	0.170	0.170
70	824	CHANDA (JL.NO.-2)	0.160	0.160
71	825	CHANDA (JL.NO.-2)	0.290	0.290
72	826	CHANDA (JL.NO.-2)	0.130	0.130
73	827	CHANDA (JL.NO.-2)	0.120	0.120
74	828	CHANDA (JL.NO.-2)	0.298	0.298
75	829	CHANDA (JL.NO.-2)	0.110	0.110
76	830	CHANDA (JL.NO.-2)	0.050	0.050
77	831	CHANDA (JL.NO.-2)	0.110	0.110
78	832	CHANDA (JL.NO.-2)	0.090	0.090
79	833	CHANDA (JL.NO.-2)	0.130	0.130
80	834	CHANDA (JL.NO.-2)	0.230	0.230
81	835	CHANDA (JL.NO.-2)	0.060	0.060
82	836	CHANDA (JL.NO.-2)	0.050	0.050
83	837	CHANDA (JL.NO.-2)	0.080	0.080
84	838	CHANDA (JL.NO.-2)	0.680	0.680
85	839	CHANDA (JL.NO.-2)	0.480	0.480
86	840	CHANDA (JL.NO.-2)	0.140	0.140
87	841	CHANDA (JL.NO.-2)	0.190	0.190
88	842	CHANDA (JL.NO.-2)	0.230	0.230

89	843	CHANDA (JL.NO.-2)	0.570	0.570
90	844	CHANDA (JL.NO.-2)	0.320	0.320
91	845	CHANDA (JL.NO.-2)	0.014	0.014
92	846	CHANDA (JL.NO.-2)	0.230	0.230
93	847	CHANDA (JL.NO.-2)	0.710	0.710
94	848	CHANDA (JL.NO.-2)	0.055	0.055
95	849	CHANDA (JL.NO.-2)	0.020	0.020
96	850	CHANDA (JL.NO.-2)	0.210	0.210
97	851	CHANDA (JL.NO.-2)	0.170	0.170
98	852	CHANDA (JL.NO.-2)	0.240	0.240
99	858	CHANDA (JL.NO.-2)	3.000	1.020
100	859	CHANDA (JL.NO.-2)	0.200	0.200
101	860	CHANDA (JL.NO.-2)	0.050	0.050
102	861	CHANDA (JL.NO.-2)	0.200	0.200
103	862	CHANDA (JL.NO.-2)	0.120	0.120
104	863	CHANDA (JL.NO.-2)	0.150	0.150
105	864	CHANDA (JL.NO.-2)	0.109	0.109
106	865	CHANDA (JL.NO.-2)	0.040	0.040
107	866	CHANDA (JL.NO.-2)	0.040	0.040
108	867	CHANDA (JL.NO.-2)	0.160	0.160
109	868	CHANDA (JL.NO.-2)	0.600	0.600
110	869	CHANDA (JL.NO.-2)	0.110	0.110
111	870	CHANDA (JL.NO.-2)	0.050	0.050
112	871	CHANDA (JL.NO.-2)	0.330	0.330
113	872	CHANDA (JL.NO.-2)	0.240	0.240
114	873	CHANDA (JL.NO.-2)	0.250	0.250
115	874	CHANDA (JL.NO.-2)	0.600	0.600
116	875	CHANDA (JL.NO.-2)	0.090	0.090
117	876	CHANDA (JL.NO.-2)	0.790	0.790
118	877	CHANDA (JL.NO.-2)	0.300	0.300
119	878(P)	CHANDA (JL.NO.-2)	0.260	0.200
120	879	CHANDA (JL.NO.-2)	0.260	0.260
121	880	CHANDA (JL.NO.-2)	0.700	0.700
122	881	CHANDA (JL.NO.-2)	0.240	0.240
123	882	CHANDA (JL.NO.-2)	0.870	0.870
124	883	CHANDA (JL.NO.-2)	0.390	0.390
125	884(P)	CHANDA (JL.NO.-2)	1.240	0.819
126	887	CHANDA (JL.NO.-2)	0.270	0.270
127	888	CHANDA (JL.NO.-2)	1.340	1.340
128	892	CHANDA (JL.NO.-2)	1.050	1.050
129	893	CHANDA (JL.NO.-2)	1.180	1.180
130	1680	CHANDA (JL.NO.-2)	0.337	0.337
131	1681	CHANDA (JL.NO.-2)	0.900	0.900
132	1682	CHANDA (JL.NO.-2)	0.370	0.370
133	1689	CHANDA (JL.NO.-2)	0.330	0.330
134	1720	CHANDA (JL.NO.-2)	0.230	0.230
TOTAL			85.628	69.433