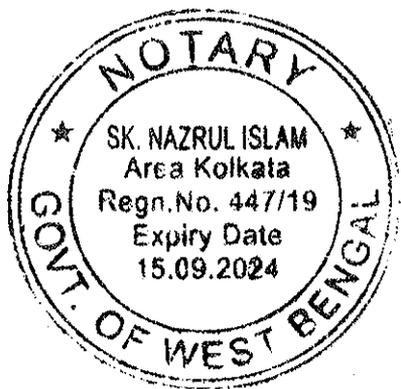


SL NO. 21

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

EASTERN ZONE, KOLKATA



In the matter of :
O. A. No.72/2024/EZ

And

In the matter of :
Tanvir Alam & Ors.

Applicants

-- Versus --

The State of West Bengal & Ors.

Respondents

**COUNTER AFFIDAVIT ON BEHALF OF
THE RESPONDENT NO.5.**

I N D E X

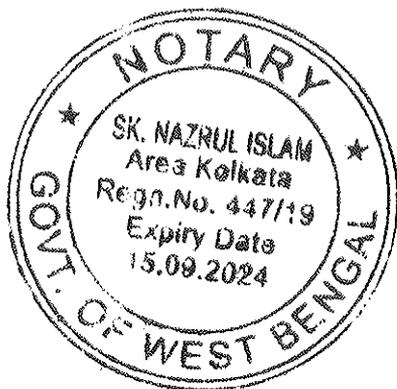
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Filed by:
Soumya Mukherjee
Advocate
For The Respondent No. 8.
Email: soumya.97.mukherjee@gmail.com

07 MAY 2024

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

EASTERN ZONE, KOLKATA



In the matter of :
O. A. No.72/2024/EZ
And

In the matter of :
Tanvir Alam & Ors.

Applicants

-- Versus --

The State of West Bengal &
Ors.

Respondents

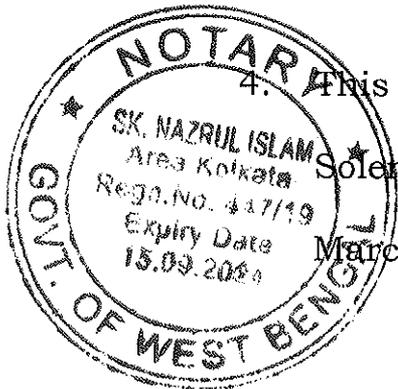
**COUNTER AFFIDAVIT ON BEHALF OF
THE RESPONDENT NO.5.**

I, Rahi Masum, son of Taher Ahmed, aged about 36 Years,
by religion : Muslim, by occupation : Business residing at
Fatihabad , P.O. Haptiagachh, Police Station : Chopra, District
Uttar Dinajpur, PIN 733202, West Bengal, do hereby solemnly
affirm and state as follows :

1. That I am the respondent No.5 to the instant original application. I am well conversant with the facts and circumstances of the instant case and, as such, am also competent to affirm this Affidavit.

2.

2. I have gone through a copy of the complaint letter submitted by the applicants which has been suo moto treated as the Original Application by the Hon'ble Tribunal and have understood the contents and purport thereof.
3. I deny each and every allegation contained in the said Original Application (hereinafter referred to the "said O.A.") save and except those which are matters of record and/or what are specifically admitted by me herein.



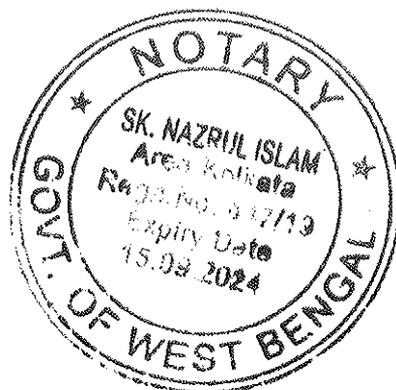
4. This Counter Affidavit is been affirmed in terms of the Solemn Order passed by the Hon'ble Tribunal dated 21st March, 2024.

5. I deny that instead of taking the sand from the officially marked place, it is illegally being mined / stolen from other places, at about 03 lakhs CFT and is being sold daily or that the sand is being mined at a depth of about 20/25 FT through digging and boring without following any system in an unscientific manner and in violation of Mining Minerals Procedure, thereby degrading the environment, as alleged

3.

or at all. I categorically deny that when the villagers allegedly tried to stop the said activities, they were being threatened with bombs, guns, sticks forcefully or that on December 22, 2023, there was a scuffle with the applicants, as alleged or at all.

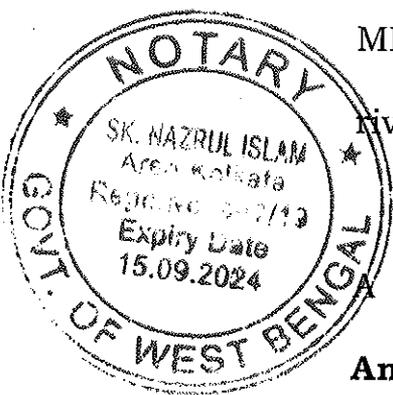
6. I state that the alleged murder of the elder brother of the applicants, who was injured by some unknown persons, as alleged in the O.A, has nothing to do with the instant matter and the deponent is not involved in any manner whatsoever with the said alleged incidents and has been impleaded for the reasons best known to the applicants . It is categorically denied that mining is being done in the areas outside the zone demarcated vide Request for Proposal (hereinafter referred to as RFP) dated December 31, 2022 whereby lakhs of CFT of sand is being lifted from the other arrears outside the area identified in the notification.



4.

7. I categorically deny that I am lifting 3 (three) lakhs CFT of sand every day or that the same is causing loss of royalty, as alleged or at all.

8. I state that a RFP was issued by the West Bengal Mineral Development and Trading Corporation Ltd. (WBMDTCL) dated December 31, 2022, interalia, for selection of Mine Developer and Operator (Hereinafter referred to as "the MDO") in sand blocks in Uttar Dinajpur District for the river Mahananda.



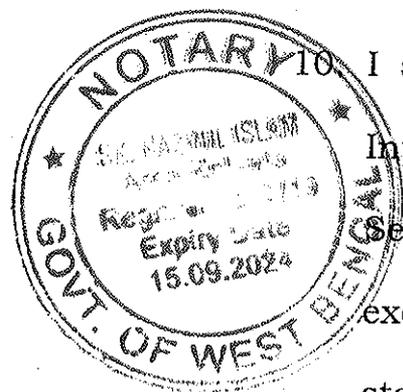
A copy of the said RFP is annexed hereto and marked as **Annexure-"A"**.

9. I state that Environment Clearance (EC) in favour of West Bengal Minor Development and Trading Corporation Ltd. was issued by the SEIAA, West Bengal on August 18, 2023 for the proposed Chitalgha Riverbed Sand Mine (MIN_UD_09) pursuant to the application made by them on April 30, 2023. It was, interalia, stated in the EC that the Project Proponent has got a composite "mining plan"

5.

prepared for the proposed sand mine at the site and that the said plan has been approved by the State Government and has been uploaded that the PARIVESH PORTAL by the Project Proponent. It is pertinent to mention here that the EC, leaving aside the safety berms and barriers and taking into account the rate of replenishment stated the total minerals reserve as 211699.08 Cu. M, which, interalia, amounts to 748511.47 CFT.

A copy of the said Environment Clearance is annexed hereto and marked as **Annexure -"B"**.



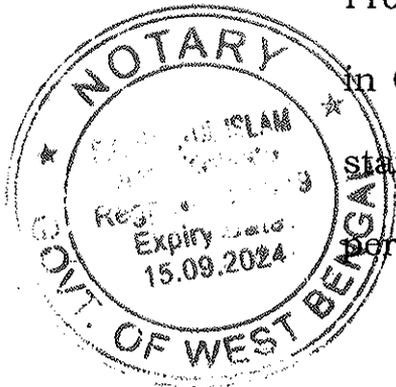
I state that the WBMDTCL published and Expression of Interest vide notice no. MDTC/SAND/02/011 dated September 10, 2021 for "Empanelment of operators for excavation and transportation of sand from sand blocks to stockyards /depots, setting up and maintenance of stockyards/depots, loading sand on the vehicle and sale of sand to the end-consumer in the state of West Bengal" from the designated sand blocks under 2 (two) categories and had empaneled Mine Developer and Operators (MDOs)

6.

for participation in the e-auction stage for award of work. Thereafter, WBMDTCL published RFP of selection of MDO and accordingly, empaneled bidders participated in the e-auction process and I was selected as an H-1 Bidder. Subsequently, the required premium amount was submitted by me and a Letter of Intent (LOI) was issued and on receipt and acknowledgement of the same, I was declared to be the successful bidder. An agreement was executed between WBMDTCL and with me on November 22, 2023, interalia, for the said purposes.

It is pertinent to mention here that Clause 12.2 of the said Agreement, interalia, deals with the Annual Production Programme whereby and whereunder the sand in CFT as per approved environmental clearance has been stated. The total sand to be excavated for the 5(five) years' period, as stated, in the said Clause is 74,76,090 CFT.

A copy of the said Agreement dated November 22, 2023 is annexed hereto and marked with as **Annexure -"C"**.

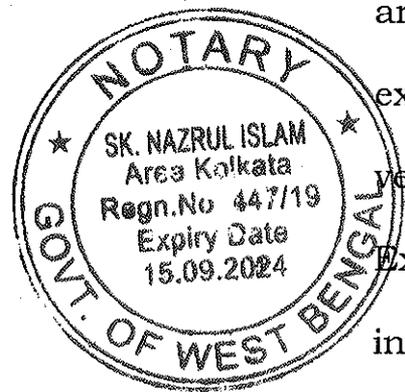


7.

11. I state that the mining work is being undertaken scrupulously in accordance with law and in terms of the scope of the agreement and all allegations levelled against the deponent to the extent of acting contrary to the terms and conditions of the said agreement are baseless and are being raised with an ulterior motive unknown to the deponent. It is stated that sand being excavated is strictly so done in terms of the sanctioned amount. Excavation Permits are issued periodically, interalia, permitting the deponent to excavate the stated amount of sand for this a period stated therein, upon payment of the required amount. Subsequently, during transportation of the excavated sand, Transit Permit are which are checked and verified in accordance with the amount sanctioned in the Excavation Permit. Thus, it is crystal clear that an incumbent can not excavate and/or transport excess sand than that having been sanctioned by the respondent authorities by issuing the Excavation Permit, inasmuchas, it undergoes checks and is verified.

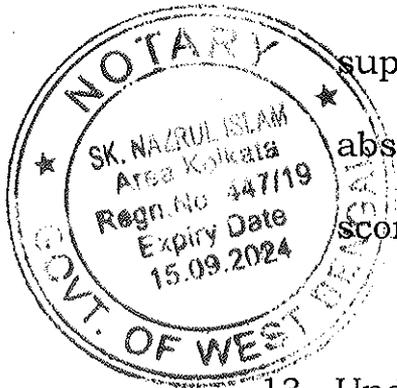
73-82

Copies of the relevant excavation permits are annexed hereto and marked with as **Annexure -"D" (Coly)**.



8.

12. It is, thus, clear that the entire system of the sand being excavated and ultimately transported is routed through the well-established system of checks, balances and verifications, and, as such, it is impossible for an incumbent to act illegally or de hors the terms and conditions of the contract and RFP and, as such, the allegations leveled against the deponent are unfounded, baseless, arbitrary and without any cogent reason whatsoever. It is also stated that the instant O.A. simply raises bald allegations without cogent evidence and/or supporting documents to substantiate the same and in the absence thereof, the same is liable to be dismissed on that score alone.



13. Under the facts and circumstances, as stated hereinabove, it is most humbly submitted that the respondent no. 5 is carrying on the business of excavation of and from the mining site strictly in accordance with law and in terms and conditions specified and the allegations raised in the

O.A. are completely baseless and unfounded and, as such, the O.A. is liable to be demised with cost.

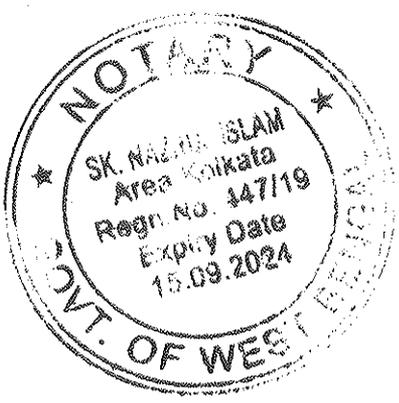
14. That it is therefore most humbly prayed that this Hon'ble Tribunal may pass such Order/Orders as it deems fit and proper in the interest of justice and fair play.

Identified by me

Soumya Mukherjee
Advocate

For The Respondent No. 5
E - F / 619 / 512 / 2020

Rahi Masum
Deponent



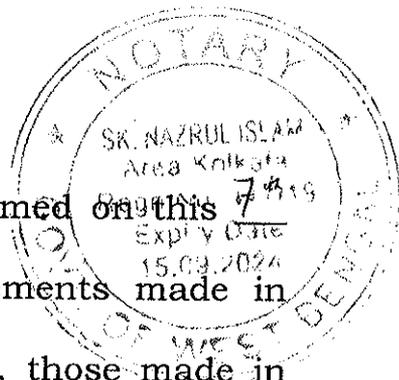
Solemaly Affirmed and
Declared before me U/S 139
CPC, U/S 297 (C) CRPC
[Signature]
Notary

SK. Nazrul Islam
Notary, Govt. of W.B.
Regn. No. 447/19
City Civil Court, Calcutta

07 MAY 2024

VERIFICATION

Verified at Kolkata by the deponent above named on this 7th day of May, 2024 and state that the statements made in paragraphs 1 to 3 are true to my knowledge, those made in paragraphs 4 and 12 are true to the information derived from the records of the case which I verily believe to be true and those made in paragraph 13 and the rest are my respectful submissions before this Hon'ble Tribunal.



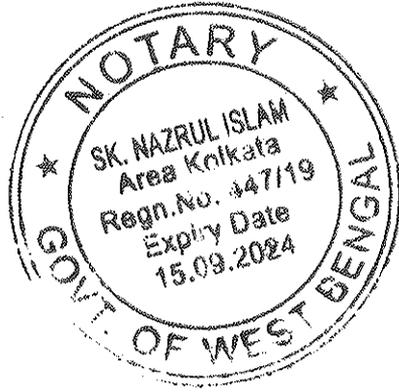
Identified by me

Soumya Mukherjee
 Advocate

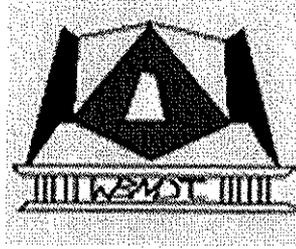
for The Respondent no. 5

Rahi Masum

DEPONENT



- 11 -



West Bengal Mineral Development and Trading Corporation Limited (WBM DTCL)

(A Government of West Bengal Undertaking)

Limited Tender Enquiry

Request for Proposal (RFP) from Empaneled MDOs

For

**Selection of Mine Developer and Operator (MDO) of Sand Blocks in Uttar Dinajpur District
(Only for Category A)**

3rd Floor, DJ - 10 (WBIDC Building) DJ
Block, Sector II, Salt Lake City Kolkata
700 091

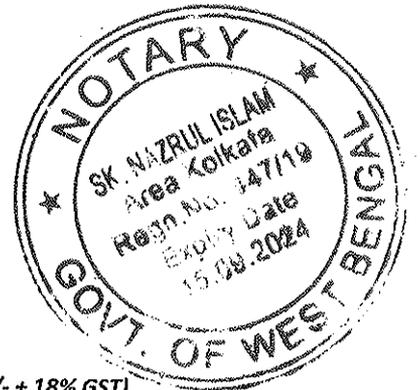
Nodal Officer:

Managing Director, WBM DTCL

Contact: 033-23590073

Email id: tenderwbmdtcl@gmail.com

RFP No: UDN_7_31122022_A07 Dated: 31.12.2022



Non-Refundable RFP Document Fee: Rs 17,700/- only (Base Rs. 15,000/- + 18% GST)

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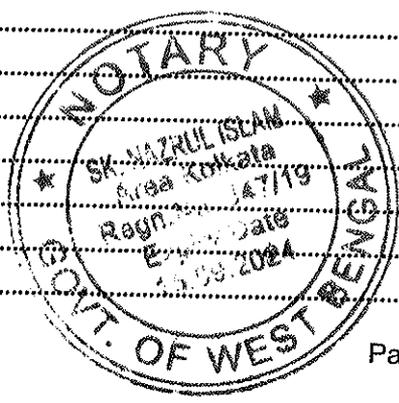
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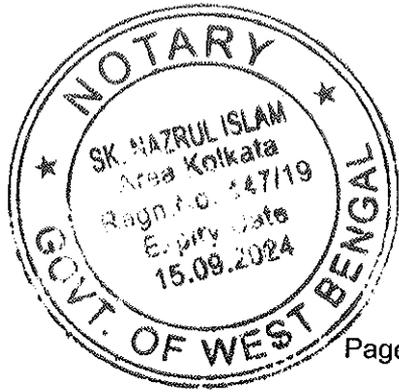
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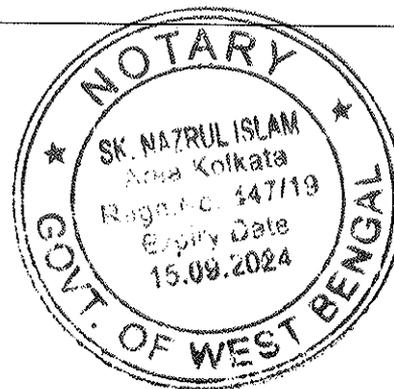
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1. Abbreviations

Abbreviations	Full forms
CFT.	Cubic Feet
EIA	Environment Impact Assessment
EMD	Earnest Money Deposit
EMP	Environment Management Plan
FY	Financial Year
WBMDTCL	West Bengal Mineral Development and Trading Corporation Limited
GOI	Government of India
GOWB	Government of West Bengal
HEMM	Heavy Earth Moving Machinery
IBM	Indian Bureau of Mines
INR	Indian National Rupees/Legal tender currency of India
WBSMP	West Bengal Sand Mining Policy
LOI	Letter of Intent
MoEF & CC	Ministry of Environment, Forest and Climate Change
MDO	Mine Developer and Operator
PS	Performance Security
RFP	Request for Proposal
RTGS	Real-time gross settlement
SMA	Sand Mining Agreement
TOR	Terms of Reference



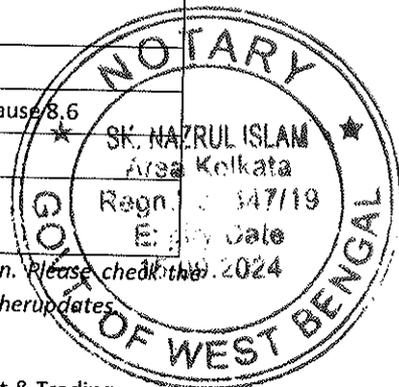
2. Bid Data Sheet & Bid Schedule

Name of the Work	Selection of Mine Developer and Operator (MDO) in Sand Blocks in Uttar Dinajpur district
RFP Number and Date	RFP No.: UDN_7_31122022_A07 dated. 31.12.2022
Non-Refundable RFP Document Fee	Rs. 17,700 /- (Base Price- Rs 15,000/- + 18% GST) In the form of Demand Draft as specified in Clause 8.1
Details of the Sand Block	Block ID: UDN_7_31122022_A07 District: Uttar Dinajpur River: Mahananda Sand block area 4.25 Ha Estimated Annual Mineable Reserves (Cr. Cft.): 0.194Cr. Cft. <i>Please refer Annexure 1 for geo-coordinates</i>
Mode of submission of Bid	Online (as specified in Clause 8.6)
e-auction portal of Govt. of WestBengal	http://www.eauction.gov.in
Earnest Money Deposit	INR 97,000 /- (INR Ninety Seven Thousand only) in the form of Demand Draft as specified in Clause 8.2(b)
Performance Security	To be paid by successful bidder in the form of a Bank Guarantee from a Scheduled Commercial Bank in India payable at Kolkata, West Bengal as per clause 8.3
Date of publication of Tender on website	31.12.2022
Last date of submission of online pre-bid queries	09.01.2023 till 14.00 Hrs.
Online Pre-Bid conference	10.01.2023 at 12.00 Noon.
Link for the Online Pre-Bid conference	Link: https://us06web.zoom.us/j/84784237450?pwd=NTJyZDF3NWxjcmtjeVFNN243ekp6QT09 Meeting ID: 847 8423 7450 Passcode: 895224
Last Date/Time for submission of documents through Online Mode	19.01.2023 up to 16:00 Hrs.
Last Date/Time for submission of required documents physically through Offline Mode	19.01.2023 up to 17.00 Hrs.
Conduct of electronic auction	24.01.2023 at 10:00 Hrs.
End of electronic auction	24.01.2023 at 17:00 Hrs. subject to the clause 8.6
Intimation to the Preferred Bidder	To be intimated later
Contact Details	Contact: 033-23590073 Email id: tenderwbmdtcl@gmail.com

Note: Above schedule may be changed by WBMDTCL at any time at its own discretion. Please check the website: <https://mdtcl.wb.gov.in/> and online NIC auction portal from time to time for further updates.

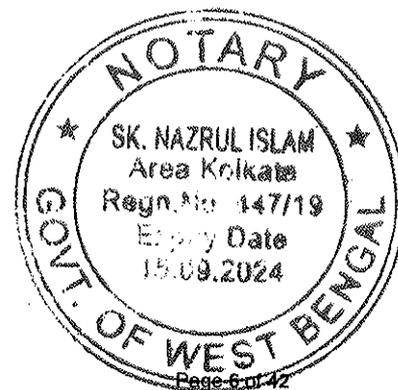
Sd/-

Managing Director West Bengal Mineral Development & Trading Corporation Limited.



3. Disclaimer

- 3.1 This Tender is issued by West Bengal Mineral Development & Trading Corporation Limited (WBMDTCL). Whilst the information in this Tender has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither WBMDTCL nor any of its officers or employees, nor any of their advisors accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this Tender or on which this Tender is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.
- 3.2 The information contained in this Tender is selective and is subject to updating, expansion, revision and amendment at the sole discretion of WBMDTCL. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Neither WBMDTCL nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any Party with access to any additional information or to update the information in this Tender or to correct any inaccuracies therein which may become apparent.
- 3.3 This Tender includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of WBMDTCL, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or Warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this Tender is, or should be relied on as, a promise, representation or warranty.
- 3.4 WBMDTCL shall be the sole and final authority with respect to selecting a Bidder through this Tender. The decision of WBMDTCL in qualifying a respondent shall be final and WBMDTCL reserves the right to reject any or all the bids without assigning any reason. WBMDTCL further reserves the right to negotiate with the qualifying agencies to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.



4. Definitions

"Additional Performance Security" means the Bank Guarantee to be submitted by Successful Bidder in accordance with Clause 8.7 of this RFP Document

"Advance Premium Amount" means the amount to be submitted by Successful Bidder in accordance with Clause 8.4 of this RFP Document

"Applicable Laws" shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.

"Approvals" mean Mine Plan Approval, Environment Clearance, Forest Clearance (if needed), Consent to Establish (CTE) Consent to Operate (CTO), and all other licenses, permits, consents and permissions necessary under Applicable Law in respect of the scope of work under this RFP for mining, transportation, stocking and loading of sand and sale including performance of any obligation or exercise of any right by a Party herein.

"Authority" shall mean any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity having jurisdiction over the subject matter(s) in question.

"Bid" shall mean the Bid submitted by Bidder to WBMDTCL in response to this RFP and subsequent correspondence between Bidder and WBMDTCL in this regard, accepted by WBMDTCL in relation to the matters set out in this Tender.

"Bid Due Date" means the date on which the Bid is required to be submitted in accordance with Section 2.

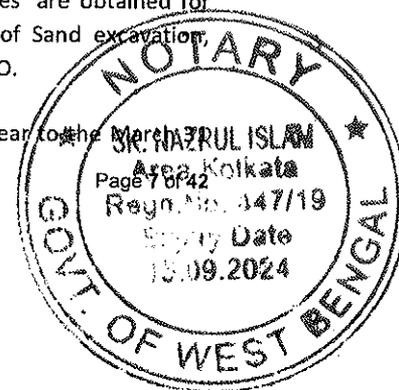
"Bidder" means any entity which has been Empaneled by WBMDTCL and not been terminated since then with reference to the EOI notice number MDTC/SAND/02/011 for participation in this RFP. Bids of the Bidders not empaneled with WBMDTCL or terminated by WBMDTCL shall be rejected. The list of the empaneled bidders is uploaded in the WBMDTCL website vide memo no: MDTC/Sand/002/1027 dated 30th December 2021.

"Cft." means cubic foot of material as defined by Legal Metrology Rules

"Claim" means any claim, notice, demand, debt, account, action, expense, cost, lien, liability, proceeding, litigation (including reasonable legal costs), investigation or judgment of any nature whatsoever, any losses, damages, charges, interest, assessments, penalties and settlements, including those arising out of or in relation to any claim, suit, arbitration, proceedings and all sums paid in relation to any compromise or settlement of any such claim, suit, arbitration or proceedings.

"Commencement Date of Work" shall be the date on which all statutory clearances are obtained for commencement of mining operation and sand stockyard if applicable. The work of Sand excavation, transportation etc. shall be started from the Commencement Date of work by the MDO.

"Financial Year" means the period of 12 months commencing from April 01 of each year to the



of the following year.

"Floor Price" means the minimum Sand Premium as prescribed under this RFP Document in Clause 8.6

"WBMDTCL" means West Bengal Mineral Development & Trading Corporation Ltd., a fully owned undertaking of the Government of West Bengal ("GoWB") incorporated as a company under the Companies Act, 1956 on 23 February, 1973 under the direct administrative control of Department of Industry, Commerce & Enterprises.

"Mine Developer and Operator" or "MDO" shall mean the Successful Bidder who has been duly appointed by WBMDTCL for obtaining statutory clearances, excavation & transportation of sand from sand blocks to stockyards if required, setting up and maintenance of stockyards, loading sand on the vehicle and sale of sand to end-consumer and includes their employees, agents, consultants or sub-contractors.

"Minerals" means mineral or minerals as defined in The Mines Act 1952.

"Mining Operation" means any operations undertaken for the purpose of winning any mineral as defined in section 3 (d) of Mines and Minerals (Development and Regulation) Act, 1957.

"Performance Security" means the Bank Guarantee to be submitted by Successful Bidder in accordance with Clause 8.3 of this RFP Document

"Preferred Bidder" shall be the H1 Empaneled Bidder who submits the highest premium as per Clause 8.6 and 50% of the Advance Premium Amount (First Installment as per Clause no.8.4 (1).

"Contract value" for sand block means the product of the Sand Premium per CFT. by the Successful Bidder and total estimated sand quantity for five years. Annual Contract Value shall be calculated by dividing the Contract Value by 5.

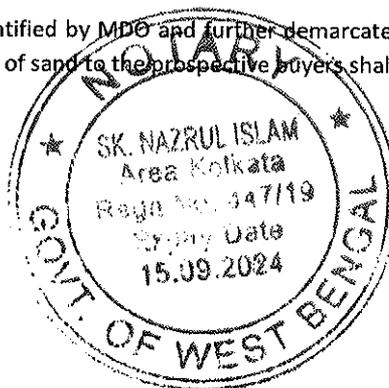
"Sand Mining" means excavation of sand from the specified sand block by deploying required resources such as manpower and machinery in line with the Sand Mining Agreement and approved sand mining plan, environmental clearance, CTO, CTE and all other applicable guidelines, clearances and permissions for the said purpose.

"Sand Mining Agreement" or "Agreement" shall mean Sand Mining Agreement (along with all Schedules and Annexure) attached at Annexure 2. The agreement will be signed pursuant to the submission of the Performance Security, Additional Performance Security, if applicable and Advance Premium Amount.

"Sand" means and includes ordinary sand, other than sand used for prescribed purposes, along with the stones, boulders, pebbles and gravels accumulated in the riverbed by natural phenomenon. Sand shall be referred to as one of the minor minerals specified at serial no. XXVII in the Gazette of India dated 10th February 2015.

"Sand Mining Rule" shall mean the West Bengal Sand (Mining, Transportation, Storage and Sale) Rules, 2021, as per The West Bengal Gazette Notification No.: 48-ICE/O/MIN/GEN-MIS/17/2021 dated 25.01.2022

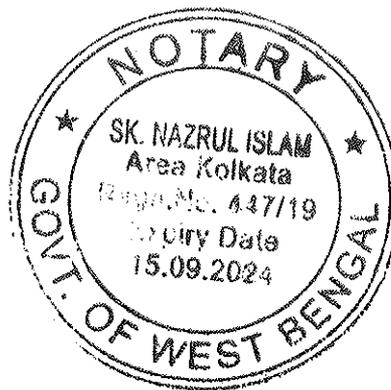
"Stockyard" shall mean the area if required, identified by MDO and further demarcated for stocking the sand excavated by the MDO, and from where sale of sand to the prospective buyers shall be done.



"Successful Bidder" shall be the Preferred Bidder, who has submitted the advance premium amount of the first year and accepted the LOI

"Tender" or "RFP Document" means this RFP Document together with the schedules/ annexures and documents referred herein, including any addendum(s)/corrigendum(s)/amendment(s) to this RFP Document.

"Work" or "Scope of Work" means all the work required to undertaken by the MDO in accordance with Clause 7 of this RFP Document.



5. Introduction & Background

5.1. About WBMDTCL Limited

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 coal mining, stone quarries, quartz, feldspar, granite, apatite, china clay, fire clay etc.

As per the West Bengal Sand Mining Policy – 2021 (West Bengal Gazette Notification No. 284-ICEIO/MIN/GEN-MIS/02/2021 dated 30-07-21) and West Bengal Sand (Mining, Transportation, Storage and Sale) Rules, 2021, as per The West Bengal Gazette Notification No.: 48-ICE/O/MIN/GEN-MIS/17/2021.dated 25.01.2022 sand deposits have been given to WBMDTCL on management basis. WBMDTCL is interested in selection of a suitable contractor for obtaining clearances,if required, Mining, Transportation, Stocking, Loading and Sale of sand to buyers

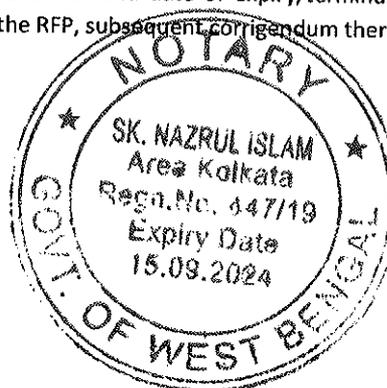
In this regard, WBMDTCL published an Expression of Interest with notice no MDTC/SAND/02/011 dated 10.09.2021 for "EMPANELMENT OF OPERATORS FOR EXCAVATION AND TRANSPORTATION OF SAND FROM SAND MINES TO STOCK-YARDS/DEPOTS, SETTING UP AND MAINTENANCE OF STOCK-YARDS/DEPOTS, LOADING SAND ON THE VEHICLE AND SALE OF SAND TO END-CONSUMER IN THE STATE OF WEST BENGAL" from the designated sand blocks under 2 (Two) categories and has empanelled MDOs for participation in this RFP stage for award of work. The list of the empaneled bidders is uploaded in the WBMDTCL website vide memo no: MDTC/Sand/002/1027 dated 30th December 2021. (Annexure 3)

5.2. About Sand Blocks

The geo-reference co-ordinate of the sand blocks and approximate quantity is provided in Annexure1. The Estimated First Year Mineable Reserve (Cr. Cft.) mentioned in the Bid Data Sheet and Annexure-I of the RFP Document is subject to grant of Environmental Clearance from SEIAA / MOEF & CC as the case may be. The Annual sand Quantity from subsequent years may vary depending upon the Replenishment Study to be carried out by the Govt. of West Bengal. MDO has to furnish an Annual Extraction Plan every year for the next twelve months based on the declared Replenishment Rate for that particular year.

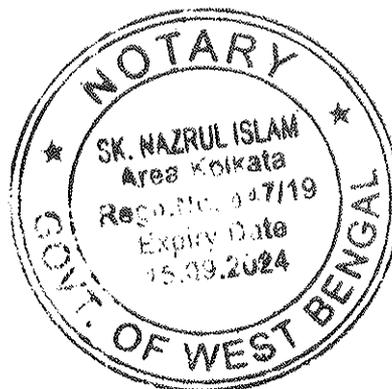
5.3. Contract Period

- a) The tenure of the Agreement ("Contract Period") shall be of 5 years from the date of execution of Sand Mining Agreement.
- b) In case, the date of execution of Sand Mining Agreement, does not occur within six months from acceptance of LOI and or one month from the obtaining the Environmental Clearance (EC) of the sand block, whichever is earlier further reasoned decision would be taken by WBMDTCL including cancellation of LOI, EMD and forfeiting one year advance premium amount paid.
- c) During the period between the date of acceptance of LOI and date of expiry/termination of Sand Mining Agreement, all the terms and conditions of the RFP, subsequent corrigendum thereto, letter of award & Agreement will be applicable.



5.4. Validity of Proposal

- a) The Proposals submitted by bidders shall remain valid for a period of 180 (one hundred and eighty) days from the Bid Submission Date. Any Bid with a shorter validity period shall be rejected by WBMDTCL.
- b) Under exceptional circumstances, WBMDTCL may in writing, request the Bidders to extend the Bid validity period of their Bids. A Bidder may refuse the request to extend the bid validity without any adverse impact or damages/ penalty and such Bids will not be evaluated further.



6. Instruction to Bidders

6.1. General

The Bidders are advised to read the instruction, evaluation norms and other terms and conditions described in these documents under different Clauses carefully before submitting their offer. Bidder requiring any clarification regarding RFP may send their pre- bid queries through email at tenderwbmdtcl@gmail.com within the time period mentioned in the bid schedule.

6.2. Site Visit

Bidders are advised to visit the sand block sites to study the actual working conditions, before submitting their bids. The information/ details given in the RFP Document are only to describe magnitude of work and are for mere guidance to the Bidders. Bidders shall submit a site visit completion certificate with declaration as per the **FORM-A: Format for Site Visit Certificate and Declaration** in order to qualify for the next round of auction process.

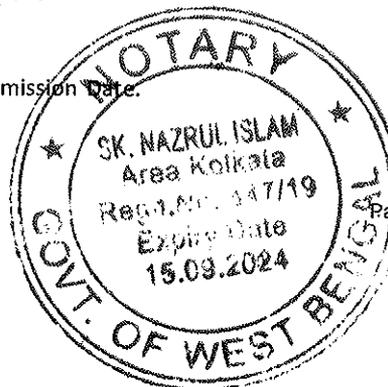
Any negligence or failure on the part of the Bidder in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the Agreement. The cost and arrangements incurred by Bidders for site visit shall be borne by the Bidder only.

6.3. Pre-Bid Conference

A pre-bid meeting would be held as per the schedule given in the Bid Data Sheet and Bid Schedule to clarify and discuss issues with respect to the Bidding Process and the Bidding Documents. Pre-bid meeting attendance is not compulsory.

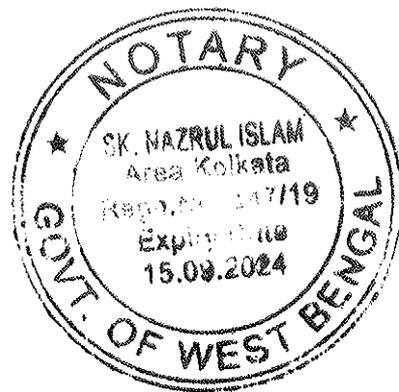
6.4. Issuance of Clarifications, Corrigendum and Amendment

- a) The last date for receipt of pre bid queries by WBMDTCL is indicated in the Bid Data Sheet and Bid Schedule.
- b) At any time prior to the Bid Submission Date, WBMDTCL may at its own discretion, amend the provisions of this RFP Documents/ Amendment(s) to the Tender.
- c) WBMDTCL may in its sole discretion respond to such queries and suggestions submitted by any bidder or amend the RFP as required but is under no obligation to do so.
- d) Any Clarification (s)/ Corrigendum (s) / Amendment(s) issued by WBMDTCL subsequent to the date of issuance of the RFP Document will also be considered an integral part of the RFP Document.
- e) Any Clarification (s)/ Corrigendum (s) / Amendment(s) issued hereunder shall be posted in the website of E-auction portal and WBMDTCL. No newspaper advertisement shall be issued in this regard.
- f) WBMDTCL may, at its discretion, extend the Bid Submission Date.



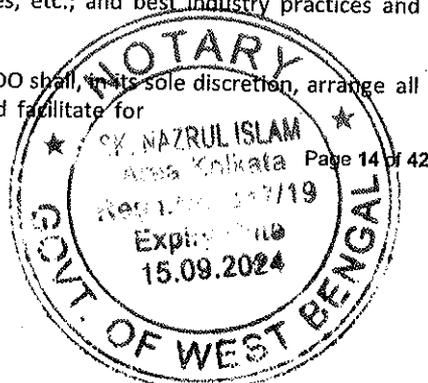
6.5. Clarifications sought by WBMDTCL on Bids submitted by the Bidders

During Bid evaluation, WBMDTCL may, at its discretion, ask the Bidder for a clarification on any information provided in the Bid. The request for clarification and the response shall be in writing, to be communicated either through e-mail or through a paper-based communication, and no change in the price or substance of the Bid shall be sought, offered or permitted except to confirm the correction of arithmetical errors discovered by the WBMDTCL in the evaluation of the Bids, in accordance with the RFP Document.

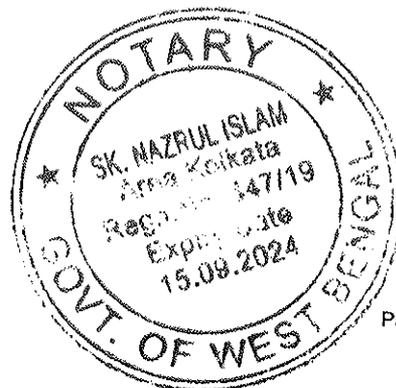


7. Scope of Work

- 7.1. MDO by itself or through some other party, shall assist WBMDTCL TO prepare required documents, Mine Plan and obtain Mine Plan approval, prepare EIA/EMP as required and obtain environment clearance including organizing public hearing (if applicable), prepare required documents & procure CTO, CTE and any other statutory approval from respective Authority for the Sand Blocks and the Stockyard, if applicable on behalf and in the name of WBMDTCL.
- 7.2. MDO shall make all the statutory payments for obtaining statutory approvals. If any such statutory payments made by WBMDTCL shall be reimbursed by MDO at actual prior to the date of signing of Sand Mining Agreement.
- 7.3. MDO by itself or through some other party, shall prepare any required regulatory documents including half-yearly air-water monitoring report etc., throughout the Contract Period for compliance with the requirements of EC and CTO/CTE or any other statutory clearances, if applicable on behalf and in the name of WBMDTCL. The payment of such reports shall be borne by MDO.
- 7.4. MDO shall assist WBMDTCL to procure CTE and CTO for a period of 5 years in the name of WBMDTCL for operating the sand block and sand stockyard if applicable.
- 7.5. MDO shall deploy manpower and equipment to excavate sand in accordance with the approved Mine Plan and conditions of Environmental Clearance and CTO/CTE.
- 7.6. MDO shall ensure that the excavation of sand from the sand block, and transportation of sand from sand block to stockyards/buyers is done only during such hours of the day as specified by approved Mine Plan and conditions of Environmental Clearance and CTO/CTE.
- 7.7. MDO shall develop and maintain the road from sand block to stockyards, stockyard to the main connecting road and sand block to the main connecting road as applicable and take all necessary steps in accordance with the approved Mine Plan and conditions of Environmental Clearance and CTO/CTE.
- 7.8. MDO shall secure perimeter of the dedicated sand bearing area to restrict illegal mining and shall be held responsible in case any illegal sand mining takes place at the designated sand block. The MDO shall make necessary investments and expenses to mitigate all environmental risks.
- 7.9. MDO shall maintain digital registers of daily excavation, transportation, stocking of sand at the sand block and at the stockyards as may be applicable and sale to the buyers.
- 7.10. MDO shall set up a display board at prominent place in the sand block, clearly mentioning name and category of sand block, area of the sand block, total deposit of sand, name of operator with contact numbers of manager and supervisor, name and contact numbers of contact person/in-charge in WBMDTCL to be contacted in case of a complaint, etc.
- 7.11. MDO shall maintain visitor register with respect to the sand block.
- 7.12. MDO shall strictly adhere to the instructions given by WBMDTCL, with the approval of GoWB from time to time including for information technology related works and interventions.
- 7.13. MDO shall comply with all orders and judgments of judicial authorities including Hon'ble National Green Tribunals, Hon'ble High Court at Calcutta, and Hon'ble Supreme Court of India, and applicable laws, rules, regulations, notifications, government orders, policies, etc.
- 7.14. MDO shall make all arrangements for ensuring safety standards and prevention of occupational health hazards as required by orders and judgments of judicial authorities including Hon'ble National Green Tribunals, Hon'ble High Court at Kolkata, and Hon'ble Supreme Court of India; applicable laws, rules, regulations, notifications, government orders, policies, etc.; and best industry practices and standards.
- 7.15. In case MDO decides to develop and maintain stockyard, MDO shall, at its sole discretion, arrange all statutory permission in this regard. MDO shall arrange and facilitate for



- identification of land/area for stockyard within 3 km from the sand block, bear the cost of the rent with inclusive of taxes. However, if suitable area is not available within the 3 Km from the sand block, MDO seek permission with WBMDTCL along with supporting rationale. WBMDTCL may in its sole discretion to allow MDO for selection of area beyond 3 Km from the sand block.
- 7.16.** MDO shall undertake activities including maintenance of approach road from stockyard to nearest access road with proper lighting arrangement in stockyard, public address system, proper management, and security of sand stockyard. MDO shall install CCTV cameras and always keep it operational at the sand mining site/stockyards as per requirements and instructions from WBMDTCL.
- 7.17.** All the aforesaid works shall be carried out by the MDO at his own costs. For the entire project WBMDTCL shall not incur any expenditure
- 7.18.** In addition to the Sand Premium, MDO shall deposit all statutory levies and taxes such as Royalty, DMF, Cess, all taxes, duties, and GST applicable
- 7.19.** The MDO shall carry out all the responsibilities as stated in Clause 9.8 diligently



8. Tender Process

8.1. Cost of RFP Document Fee

The RFP Documents shall be downloaded from e-auction portal as mentioned in Bid Data Sheet and Bid Schedule. The bidder shall submit a non-refundable RFP Document fee in the form of separate Demand Draft in the name of "West Bengal Mineral Development and Trading Corporation Limited" payable at Kolkata as specified in the bid data sheet and schedule. The bidder shall upload a scan copy of the demand draft online and submit the physical copy as a part of RFP Document in a sealed cover. The sealed cover shall be superscribed with the name of the bidder, tender ID, empanelment ID of bidder and date.

This sealed cover should be dropped in the drop box kept at the WBMDTCL office at WBIIDC Building, 3rd Floor, DJ-10, DJ Block, Sector-II, Bidhannagar, Kolkata-700091 or Siliguri SDO Office at Vivekananda Bhavan, Near Biswadeep Cinema Hall, Ward-1, Pradhan Nagar, Siliguri, West Bengal-734003 within the scheduled date and time.

8.2. Earnest Money Deposit (EMD)

- a) A non-interest-bearing Earnest Money Deposit (EMD) shall be submitted per Block for which the bidder is bidding.
- b) The bidder shall pay EMD amount as mentioned in bid data sheet and bid in the form of a separate Demand Draft in the name of "West Bengal Mineral Development and Trading Corporation Limited" payable at Kolkata as specified in the bid data sheet and schedule. The bidder shall upload a scan copy of the demand draft online and submit the physical copy as a part of RFP Document in a sealed cover. The sealed cover shall be superscribed with the name of the bidder, tender ID, empanelment ID of bidder and date.
- c) This sealed cover should be dropped in the drop box kept at the WBMDTCL office at WBIIDC Building, 3rd Floor, DJ-10, DJ Block, Sector-II, Bidhannagar, Kolkata-700091 or Siliguri SDO Office at Vivekananda Bhavan, Near Biswadeep Cinema Hall, Ward-1, Pradhan Nagar, Siliguri, West Bengal-734003 within the scheduled date and time.
- d) On successful submission of non-interest-bearing EMD amount, the bidder shall continue the further process in the e-auction portal.

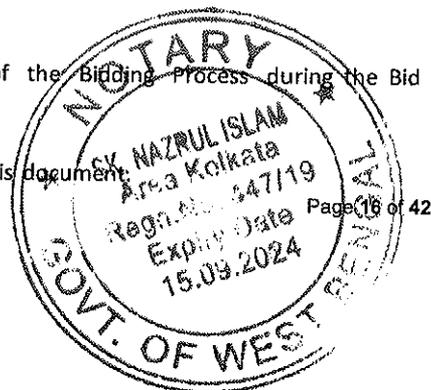
8.2.1. EMD shall be returned as per below:

- a) The EMD of the unsuccessful bidders will be returned immediately upon finalization of the Tender.
- b) The EMD of the Successful Bidder may be returned within 30 days from the signing of the agreement.

8.2.2. 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 of 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.



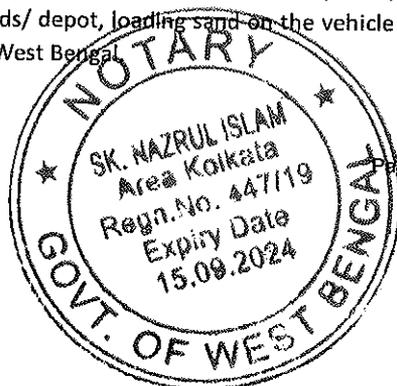
- c) The preferred bidder does not accept the LOI.
- d) The Successful Bidder does not comply with the requirements of the Bid w.r.t submission of Performance Security, Additional Performance Security (if applicable).
- e) The Bidder submits a conditional Bid.
- f) The bidder is not empaneled with WBMDTCL as MDO for this work for the particular Category.

8.3. Performance Security

The successful Bidder shall submit an irrevocable and unconditional guarantee from a Scheduled Commercial Bank, for the performance of its obligations within such time as per **FORM-B: Format of Performance Security**. The Performance Security shall be calculated as 3% of total work value (as per % stated by Finance Department from time to time). Total work value shall be calculated as (annual excavation as per Environment Clearance (in Cft.)*quoted rate per Cft. (in Rs.) * 5 years). The Performance Security shall be submitted as mentioned in bid data sheet and bid schedule for the period of the contract and additional 6 months from the last day of contract.

8.4. Advance Premium Amount

1. The H1 Bidder shall submit 50% of the Advance Premium Amount (1st Installment) to WBMDTCL for 1st year within 15 working days from the date of issuance of Notice to the H1 bidder and the rest 50% shall be paid before signing of the agreement.
The Advance Premium Amount for the 1st year shall be payable in two installments, both the instalments shall be paid online. The Advance Premium Amount shall be estimated by multiplying the highest sand premium rate (in Rs.) quoted by the bidder with the total estimated annual sand quantity (in Cft.) for the first one year.
2. At the time of execution of agreement, the advance premium amount shall be calculated by multiplying the highest sand premium rate (in Rs.) quoted by the bidder with the total actual annual sand quantity (in Cft.) as per the Environment Clearance. Any excess amount needs to be paid/adjusted against the payment for the second year as the case maybe.
3. The successful bidder shall submit a Premium Fee Guarantee in the form of Bank Guarantee as per Format D (at the time of execution of agreement), equal to 25% of the amount obtained by multiplying the highest sand premium rate (in Rs.) quoted by the bidder with the total actual annual sand quantity (in Cft.) as per the Environment Clearance valid for a period of 5 years
4. Thereafter Advance Premium Amount shall be paid online annually from the 2nd year onwards at the beginning of the 2nd year/3rd year/4th year/5th year of operation as the case maybe. Excavation permit from second year onwards shall only be generated after payment of the advance premium amount.
5. Non-compliance of submission of 1st Installment under Clause 8.4.1 within the stipulated time line, WBMDTCL may terminate and Blacklist the bidder from the list of empaneled operators for excavation and transportation of sand mines to stock-yards / depots, setting up and maintenance of stock-yards/ depot, loading sand on the vehicle and sale of sand to end-consumer in the State of West Bengal.



8.5. Bid Extensions

- a) Any bid extension timeline shall be duly communicated by WBMDTCL if required.

8.6. Conduct of electronic auction

The Bidders shall be required to submit the bid **online on 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 submit the following:

- Payment towards the non-refundable RFP Document fee
- Payment towards non-interest-bearing EMD
- Submission of site visit completion certificate as per the **FORM-A: Format for Site Visit Certificate and Declaration**

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

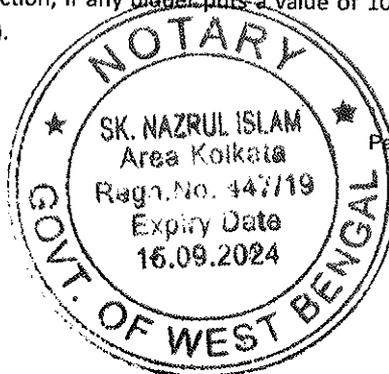
This is for clarification to all the empanelled MDO's for Category A and Category B Sand Blocks that Non submission of any of the 3 (three) documents given below both in online and offline modes will lead to rejection of bid and the participation in the e-Auction shall be deemed to be disqualified.

- 1) Payment towards the non-refundable tender document fee
- 2) Payment towards non-interest-bearing EMD
- 3) Submission of site visit completion certificate as per the FORM-A: Format for Site Visit Certificate and Declaration.

The Floor Price over which the bidders are required to quote the Sand Premium is INR 1.00 per Cft.

1. The Bidder shall be permitted to place the Offer on the electronic auction platform, which is higher than the Floor Price as Sand Premium that MDO will be willing to pay to the Government along with executing complete scope of work viz. obtaining statutory clearances, mining, transportation, stocking, sand loading, development of stockyard, if applicable and sale etc.
2. The incremental value of INR 0.05 (five paise) is the minimum amount to be added to the last bid for submitting the next new bid.

Due to certain technical restrictions in the e-Auction portal, decimal points cannot be entered in the box for placement of the bids. To resolve the restrictions, Re. 1.00 will be denoted as 100 paise and the bids have to be placed by the bidder in the same unit i.e., in Paise. Hence Rs. 0.05 or 5 Paise can be placed as "5" in the bidding box during auction. As per RFP Clause 8.6 the minimum incremental value is Rs. 0.05 or 5 Paise, which will be denoted by "5" units in the box. During e-auction, if any bidder puts a value of 105 units it will mean a bid of 1.05 (One Rupee Five Paise).



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WBMDTCL

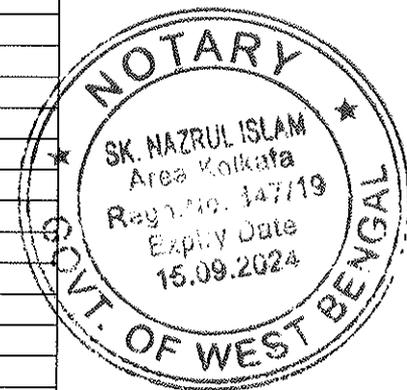
Illustration/ Example purposes only: Entry of the bids during e-Auction process

In the E-auction portal the base price of sand per Cft. is Rs. 1 per Cft, now in e auction portal base value is entered as 100, thus for purposes of e-auction rupees is to be read as paise. The incremental value of bids is set as 5 paise per Cft. Now during e auction, if any one puts a value of 5 it will mean an increase of bid from last quoted bid by 5 paise and thus, the new rate quoted of sand is 105 paise.

Base Price (paise per Cft.)	Incremental Bid (paise per Cft.)	New Price (paise per Cft.)
100	5	105
105	5	110
110	5	115
115	5	120
120	5	125
125	5	130
130	5	135
135	5	140
140	5	145
145	5	150
150	5	155
155	5	160
160	5	165
165	5	170
170	5	175
175	5	180
180	5	185
185	5	190
190	5	195
195	5	200
200	No new bids received	H1 bidder

The following table denotes the different values that can be entered by the bidders during e-auction in the box and its actual value in Rupees

Quoted Price in each box by the Bidders	Actual Price (Rs.) denoted by the quoted price
105	1.05
110	1.10
115	1.15
120	1.20
125	1.25
130	1.30
135	1.35
140	1.40
145	1.45
150	1.50
155	1.55
160	1.60
165	1.65
170	1.70
175	1.75
180	1.80
185	1.85
190	1.90
195	1.95
200	2.00

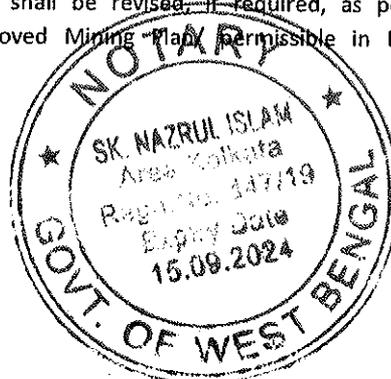


Thus, H1 bid is 200 i.e., 200 paise = Rs.2 per Cft. of sand

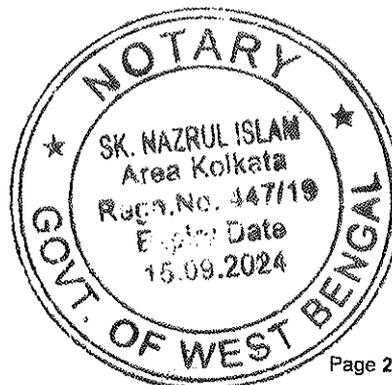
3. The e-auction will be closed as mentioned in this bid document. However, if there is any bid within elapse time of ten minutes of closing time, the bid shall automatically be extended by the system by another ten minutes and continued to be extended in the same manner by another ten minutes until there is no bid within the last ten minutes.
4. 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.
5. The Bidder that submits the highest Sand Premium (H1) during the electronic auction process shall be declared as the "H1 Bidder".
6. The bid once submitted cannot be cancelled /withdrawn and the preferred bidder shall be bound to pay the final bid amount.
7. The highest Sand Premium submit by the bidder shall remain valid for 180 days from the Bid Due Date.

8.7. Issuance of LOI and submission of Performance Security, Additional Performance Security, if applicable and Advance Premium Amount

- a) The H1 bidder shall submit the 1st installment of the Advance Premium Amount for the first year as per the Clause 8.4(1) prior to issuance of LOI by WBMDTCL. After successful submission of 1st installment of Advance Premium Amount, he will be the "Preferred bidder" and LOI shall be issued to the preferred bidder.
- b) The Preferred Bidder shall be issued a letter of intent (LOI) by WBMDTCL. The Preferred Bidder shall revert within seven 7 days with acceptance of the LOI.
- c) On receipt of LOI acceptance, the Preferred Bidder shall be declared as **Successful Bidder**.
- d) **The Additional Performance Security maybe be decided by WBMDTCL on case-to-case basis.** The Additional Performance Security shall be submitted in the form of Bank Guarantee as per Form C from a **Scheduled Commercial Bank in India payable at Kolkata, West Bengal** and shall not bear any interest whatsoever.
- e) Successful Bidder shall enter into the Sand Mining Agreement with the WBMDTCL on appropriate Stamp Paper (to be provided by the Bidder) as per clause 5.3, by payment of advance premium amount as specified in clause 8.4, Performance Security, Additional Performance Security (if applicable). During this period the Successful Bidder shall arrange all the statutory approval such as Mining Plan/ Obtaining the environment clearance etc., to commence the production of sand in collaboration with WBMDTCL. Sand Mining Agreement shall be signed only after submission of Advance Premium Amount, acceptance of LOI, Performance Security, Premium Fee Guarantee Additional Performance Security, if applicable, and obtaining of all statutory approval.
- f) After approval of the Mining Plan/ Obtaining the environment clearance, the amount of Performance Security, Additional Performance Security, if applicable, and installment of Advance Premium Amount, Premium Fee Guarantee shall be revised, if required, as per the actual production capacity according to the approved Mining Plan/ Permissible in Environmental Clearance of respective Sand Mining Blocks.

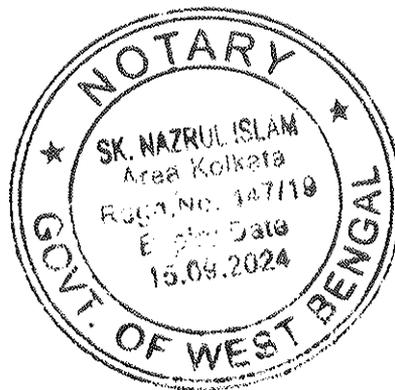


- g) Performance Security, Premium Fee Guarantee and Additional Performance Security, if applicable shall remain in full force and effect during the period of contract for satisfactory performance and fulfilment in all respect of the Agreement and the Scope of Work. The Performance Security shall also remain valid till six (6) months after the completion of Contract Period as per the Agreement.
- h) In case whole or part of Performance Security, Premium Fee Guarantee, Additional Performance Security, if applicable, is forfeited by WBMDTCL on account of any reason, MDO shall replenish it without any failure within fifteen (15) days of such encashment.
- i) Notwithstanding any dispute or difference between MDO and WBMDTCL pending before any court, tribunal, or any other Authority, WBMDTCL shall have right to invoke the Performance Security and Additional Performance Security, if applicable, and Premium Fee Guarantee as per the terms and conditions of the Sand Mining Agreement.



8.8. Agreement and Commencement of Work

- a) Execution of the Agreement shall be subject, inter alia, to the following conditions having been fulfilled by the Successful Bidder:
- (i) Submission of Performance Security, Premium Guarantee Fee and Additional Performance Security if applicable, by the Successful Bidder
 - (ii) Obtaining of all statutory approval to commence the production of sand
- b) Agreement shall be signed and executed between WBMDTCL and MDO within six (6) months of submission of its acceptance of LOI, or one month from the obtaining the Environmental Clearance (EC) of the sand block whichever is earlier.
- c) During the period stated above in clause b, MDO shall start the work of procuring statutory clearances from the date of acceptance of LOI and shall in a position to commence the production of sand only after taking all the required statutory clearances and permissions for sand mining on the name of WBMDTCL. In case the agreement is not signed and executed between WBMDTCL and MDO within six (6) months of submission of acceptance of LOI due to reasons attributable to successful bidder, then WBMDTCL may at its discretion forfeit the EMD, and Advance Premium Amount and /or cancel the LOI.
- d) MDO shall start the work within seven (07) days of signing of Agreement
- e) The date from which mining activities can be commenced as per the procured statutory clearances and approvals shall be termed as "Commencement Date of Work".
- f) In case of any necessity, arising after executing the Agreement and during the execution of the work, which requires alteration/modifications in the Agreement, then it can be made after mutual understanding and consent of both the parties.



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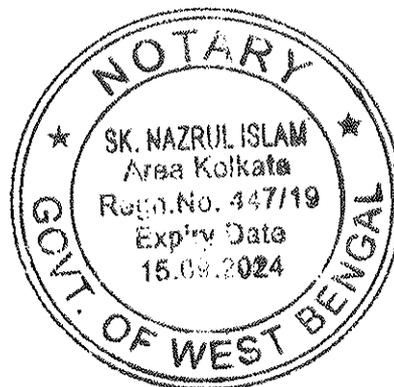
WBMDTCL

1. Name of sand blocks: XYZ _ CAT _
2. Area of sand block: 10 Hectares
3. Total production capacity in 5 years: 5 Crore Cft. (estimated)
4. Annual production capacity in 1 year: 1 Crore Cft. (estimated)
5. Floor rate per Cft. for auction: Rs 1 per Cft.
6. Rate quoted per Cft. by H1 bidder: 3 Rs per Cft. (assume)

In this case:

Sl No.	Payment Details	Form of payment	Amount of Payment	Timeline of Payment
1.	Advance Premium Amount for 1 st year (Rate quoted by H1 bidder * 1 year production capacity estimated)	1 st Instalment (50%) Online payment	Rs.3 X 0.50 X 1 Crore Cft. = Rs 1.5 Crore	Within 15 Working days of issue of Notice to H1 Bidder. After payment LOI shall be issued.
		2 nd Instalment (50%) Online payment	Rs.3 X 0.50 X 1 Crore Cft. = Rs 1.5 Crore	Before the execution of agreement
After obtaining LOI, the MDO shall assist WBMDTCL to obtain EC, CTO/CTE and other statutory clearances. Assume that in EC annual production of sand is stated as 0.8 Crore Cft. per year				
2.	Performance Security (3% of total work value as per FD norms)	Bank Guarantee valid for entire contract period + 6 months	3% x (Rs. 3 per Cft. x 0.8 crores Cft. per year x 5 years) = Rs. 0.36 crore	Before the execution of agreement
3.	Premium Fee Guarantee (equal to one year premium amount) X 25%	Bank Guarantee valid for 5 years	Rs. 3 per Cft. x 0.8 crore Cft. X 0.25 = Rs 0.6 crores	Before the execution of agreement
4.	Additional Performance Security (if applicable) shall be 10% of work value	Bank Guarantee valid for entire contract period + 6 months (if applicable)	10% x (Rs. 3 per Cft. x 0.8 crores Cft. per year x 5 years) = Rs. 1.2 crore	Before the execution of agreement (if applicable)
5.	Advance Premium Amount for 2 nd year	Online payment	Rs. 3 crore x 0.8crore Cft. = Rs 2.4 crore Cft. Actual amount to be paid: (Amount paid for 2 nd year)- (excess amount paid in 1 st year): Rs. 2.4 crore – 0.6 crore = Rs. 1.8 crore	Before the beginning of second year of operations
6.	Advance Premium Amount for 3 rd /4 th /5 th year of operation	Online payment	Rs. 3 crore x 0.8crore Cft. = Rs 2.4 crore Cft.	Before the beginning of third/fourth/fifth year of operations

The terms of forfeiture of Performance Security, Premium Fee Guarantee, Additional Performance Security shall be as per the terms and conditions stated in the RFP.



9. Terms & Conditions of Reference

9.1. Sand Premium

- a) Sand Premium is the premium amount per CFT. that MDO will be willing to pay to the Government along with executing complete scope of work viz. obtaining statutory clearances, mining, transportation, stocking, sand loading, development of stockyard, if applicable, sale etc.
- b) Sand Premium is exclusive of Royalty, DMF, Cess, all taxes, duties, and GST applicable which shall be deposited by the MDO in addition to the sand premium quoted.

9.2. Selling of sand

- a) MDO shall sell the sand from the mining area and/or stockyards as applicable, as the procedure laid down in West Bengal Sand (Mining, Transportation, Storage and Sale) Rules, 2021. MDO shall register itself for sale of for each block on the centralized portal
- b) MDO shall sell the sand using the centralized portal only. Dedicated training for all H1 bidders shall be conducted regarding operations on the centralized online portal in due course.
- c) At any point of time, WBMDTCL has right to be the first buyer and the price would be the average selling price of sand by MDO in the last 1 (one) month as recorded in the centralized portal. This is subject to a maximum of 20% of annual production capacity (As per Environmental Clearance for the Year).
- d) In order to ensure sale of sand over the contract period, the MDO may enter into a regular supply agreement with any buyer / client as per their own arrangement (subject to clause 9.2.c).

9.3. Payment terms

- a) MDO shall deposit the amount of sand premium through the centralized portal as specified in Clause 8.4.
- b) In addition to the Sand Premium, MDO shall deposit all statutory levies and taxes such as Royalty, DMF, Cess, all taxes, duties, and GST applicable
- c) Any taxes payable by the Bidder which are not incidental to the Work, including income tax, any such duties on electricity & water, operation, or management expenses etc., shall not be paid or reimbursed by WBMDTCL.

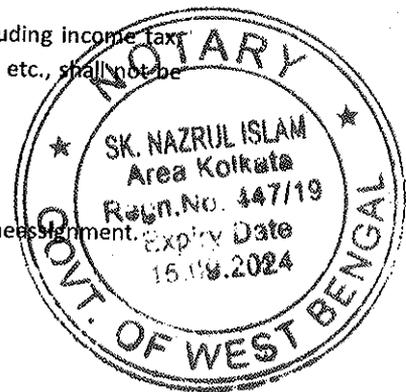
9.4. Escalation/ de-escalation of Sand Purchase Price:

The premium quoted by the bidder shall remain fixed for the Contract Period of the assignment.

9.5. Events of Default

An Events of Default is said to have occurred under the following conditions:

- a) Delay in obtaining all statutory clearances i.e., beyond 6 months from receiving LOI or not executing the lease agreement within one month from obtaining the Environmental clearance.
- b) Delay in production of Sand by more than 1 (one) month from signing of Sand Mining Agreement of Work due to fault of the MDO.
- c) The quantity of Sand to be excavated by the MDO falls short of the Scheduled Yearly Capacity as per Environmental Clearance.



- d) The MDO has materially defaulted and failed to comply with the terms and conditions set in the RFP Document and the Agreement.
- e) The production of Sand is discontinued for more than a continuous period of 6 (six) months.
- f) MDO is found to be involved in any type of illegal mining/ illegal transportation/illegal sale/illegal storage of sand.
- g) Preferred Bidder/MDO fails to pay any of the Advance Premium Amount as per the timeline specified in Clause 8.4
- h) MDO fails to provide sand as per Clause 9.2 upon request by WBMDTCL at the set terms and conditions

9.6. Liquidated Damages

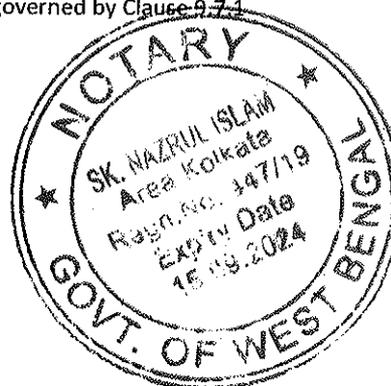
9.6.1. In the case of the occurrence of Events of Default as mentioned in Clause 9.5a ,9.5 b WBMDTCL shall take reasoned decision to seek Liquidated Damages calculated at 1% of the Annual Contract Value for per week delay subject to a maximum of 10% of the Annual Contract Value of Reserve. In case of continuation of such Event of Defaults, WBMDTCL may termination the contract as per its discretion. The termination shall be governed by Clause 9.7.1

9.6.2. In case of occurrence of Events of Default as mentioned in Clause 9.5 (c), WBMDTCL shall take reasoned decision to seek liquidity damages for the shortfall in production quantity as per the below table:

Shortfall in production	Damages to be paid by the MDO
Less than or equal to 25%	Nil
More than 25% and less than equal to 50%	10% of Performance Security
More than 50%	20% of Performance Security

9.6.3. In case of the shortfall in production is more than 50%, occurs in three quarters during the contract period, WBMDTCL shall be entitled to terminate the contract and performance security, Premium Fee Guarantee, additional performance security (if applicable) shall be forfeited.

9.6.4. In case of the occurrence of Events of Default as mentioned in Clause 9.5(d), 9.5(e), 9.5(f), 9.5(g), and 9.5(h) WBMDTCL shall be entitled to invoke 100% of the Performance Security, Premium Fee Guarantee, and Additional Performance Security (if applicable) provided by the MDO. WBMDTCL shall also be entitled to seek termination of contract under such circumstances. The termination shall be governed by Clause 9.7.1



9.7. Termination of AgreementTermination by WBMDTCL**9.7.1. Termination for Default**

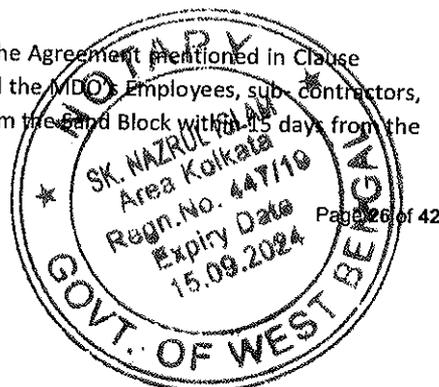
- i. In case of the repeated occurrence of Events of Default as mentioned in Clause 9.5 (a) and Clause 9.5 (b), due to the fault of MDO, WBMDTCL may terminate the Agreement by written notice and shall invoke the Performance Security and Additional Performance Security as applicable and full Advance Premium Amount provided by the MDO.
- ii. In case of the occurrence of Events of Default as mentioned in Clause 9.5(c) in three quarters during the contract period, WBMDTCL may terminate the Agreement by written notice.
- iii. In case of the occurrence of Events of Default as mentioned in Clause 9.5 (d), 9.5(e) 9.5 (f), 9.5(g) and 9.5(h) , WBMDTCL after taking appropriate action against the MDO, WBMDTCL may terminate the Contract and in case of termination, WBMDTCL shall invoke the Performance Security, Performance Fee Guarantee Additional Performance Security as applicable provided by the MDO.

9.7.2. WBMDTCL may terminate the Agreement by written notice to the MDO if:

- i. Any Approval (including mining plan, environment clearance, CTO, CTE, or any other license, permit, consent or permission required for the operation of the sand block) is cancelled, suspended or revoked due to fault of the MDO. WBMDTCL shall invoke the Performance Security, Additional Performance Security as applicable and Advance Premium Amount provided by the MDO in case of such a termination.
- ii. The MDO is declared insolvent or goes into liquidation or receivership or if any act is done or events occurs which has a similar effect to any of the foregoing acts or events.
- iii. The MDO is in serious breach of the agreement or any Applicable Law or regulation affecting the Work.
- iv. The MDO assigns any part of the scope of work/ role/ responsibility of MDO under the Sand Mining Agreement without prior written consent of WBMDTCL.
- v. The MDO assigns complete scope of work/ role/ responsibility of MDO under the Sand Mining Agreement to any other organization.
- vi. Any other reason or causes which may be detrimental to the interests of WBMDTCL.

9.7.3. All obligations hereunder incurred prior to and which by their nature would continue beyond the cancellation, termination, or expiration of the Agreement shall survive such termination.

9.7.4. In the event of the expiration or termination of the Agreement mentioned in Clause 9.7.1 and Clause 9.7.2, the MDO shall remove all the MDO's Employees, sub-contractors, all its Equipment and its goods and materials from the Sand Block within 15 days from the receipt of the termination notice.



- 9.7.5. Upon receipt of the termination notice, MDO shall not sale sand from the block and stockyard as applicable. However, if sand is available in stockyard and MDO wants to sale the same in the open market, MDO has to take prior written permission from WBMDTCL for execution of sale

In case of any penal action taken against the MDO as per Clause 9.5, Clause 9.6, Clause 9.7, then in addition to the provisions the empanelment of the MDO shall be liable to be terminated and Blacklisted by WBMDTCL

Termination due to Force Majeure

- 9.7.6. If a delay or failure by a Party to perform its obligations due to Force Majeure event as per Clause 9.12, exceeds 6 (six) continuous months, the other Party may terminate this Agreement by giving a notice in writing to the Affected Party. In case of termination of Agreement due to Force Majeure, the Performance Security, Premium Fee Guarantee and Additional Performance Security (if applicable) shall be returned to the MDO.

Restoration of contract without Termination

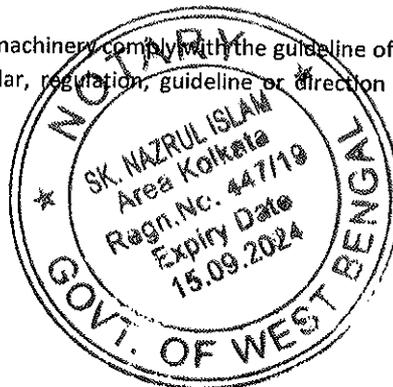
- 9.7.7. Nevertheless, where WBMDTCL reserves the right to terminate this Agreement, the Managing Director, WBMDTCL at its sole discretion can decide not to terminate the Agreement.
- 9.7.8. In such case, when WBMDTCL decides not to terminate the Agreement, for reasons agreed in writing, the MDO shall have to clear all its dues payable to WBMDTCL before restoration of Agreement.
- 9.7.9. Notwithstanding anything stated in Clause 7 and Clause 8 above, WBMDTCL may decide to insert or waive off any suitable terms and condition for restoration of Agreement which shall be binding on MDO.

Termination by Convenience

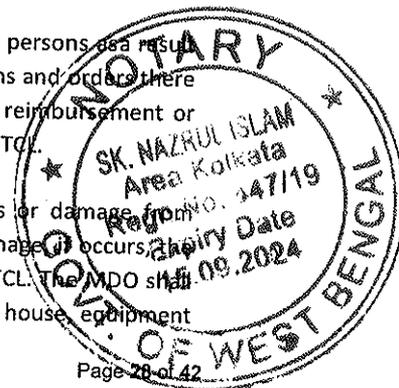
- 9.7.10. During the period of contract. WBMDTCL At any point of time reserves the right to terminate the contract in public interest.

9.8. Responsibility of MDO

- a) The MDO shall ensure that the documents required for Mine Plan, Environment Clearance, CTE, CTO, any other approval shall be prepared by the people / organization having required qualification, certification & accreditation, as laid down in the relevant rules/ guidelines.
- b) MDO shall provide a copy of appropriate certificates of the appointed party and MDO's agreement with the appointed party for the work mentioned in Clause 9.9 (a)
- c) The MDO shall ensure that all the deployed machinery comply with the guideline of MOEF&CC, NGT, Motor Vehicle Act or any other Circular, regulation, guideline or direction of State or Central Government.



- d) The MDO shall ensure compliance of MOEF&CC, NGT and Order/Judgment of honorable court, Acts, Regulations or any regulatory or statutory requirements applicable to sand mining, transportation, stocking and loading activity.
- e) The MDO shall be required to abide by all Applicable Laws including West Bengal Minor Mineral Rule 2004 and its amendments, West Bengal Sand Mining Policy 2021, the Mines Act 1952, the Metalliferous Mines Regulations, 1961, the Mines and Mineral (Development and Regulation) Act, 1957, West Bengal Mineral (prevention of illegal mining, transportation and storage) Rules, 2017 and any other Applicable Law, Rules and Regulations and amended or promulgated from time to time.
- f) The MDO shall make all arrangements for ensuring safety standards as required by the Applicable Law and the best industry practices. MDO shall make all arrangements for prevention of occupational disease and creation of good work environment. In case of any breach of Applicable Law by the MDO and hence, penal sanctions on WBMDTCL, the same shall be recovered from MDO. MDO shall indemnify WBMDTCL in such occurrences.
- g) The MDO shall employ, skilled manpower on the project and shall pay wages not less than the minimum wages as per minimum Wages Act, Child Labor (Prohibition & Regulation) Act, 1986, Contract Labour (Regulation and Abolition) Act, Employees Compensation ACT or such other legislations or award of the minimum wage fixed by Govt. of West Bengal or Union Govt. of India as may be applicable. Payment of provident fund for the workmen employed by him for the work as per the laws prevailing under provision of EPF and allied scheme valid from time to time shall be the responsibility of MDO. MDO shall also submit copy of statutory returns to WBMDTCL, and in case of default, WBMDTCL may force compliance of aforesaid laws through coercive measures which may include suitable monetary deductions. The MDO shall be required to comply with Labor license rules of the competent Authority as applicable for the specific Mining site.
- h) The MDO is exclusively responsible for the completion and supervision of the entire Scope of Work, either personally or through its qualified supervisory agents or staff acceptable to WBMDTCL. WBMDTCL can insist on employing more supervisory staff, if required, for efficient execution of the Work. The MDO hereby agrees to abide by the decision of WBMDTCL in this regard.
- i) All the personnel engaged by the MDO in connection with the performance of the Work shall be the employees of the MDO and no claim shall lie against WBMDTCL in respect of non-payment of wages or remuneration of any description due by the MDO to his / their employees or for any failure on the part of the MDO in the discharge of his /their obligations to his / their employee.
- j) In the event of WBMDTCL becoming liable for any claims by any person or persons as a result of applications of the provision of the said Acts and the Rules and Regulations and orders there under, WBMDTCL has the right to pass on the said amount to MDO for reimbursement or deduct the said amount from money already deposited by MDO with WBMDTCL.
- k) The MDO shall be responsible for protecting the property from any loss or damage from whatever causes at its own expense, during the entire Agreement. Any damage occurs, MDO shall repair the same at its own expense to the satisfaction of WBMDTCL. The MDO shall be responsible on its own for monitoring of its material, storage areas, store house, equipment



yard etc., as may be required. WBMDTCL shall not accept any responsibility for protection of the MDO's equipment, tools and materials.

- i) The MDO shall maintain all the records of the sand sold in the digital format.
- m) The MDO intends to keep stockyard, MDO shall, in its sole discretion, arrange all statutory permission in this regard and shall arrange and facilitate for identification of land/area for stockyard within 3 km from the sand block, bear the cost of the rent with inclusive of taxes. MDO shall undertake activities including maintenance of approach road from stockyard to nearest access road with proper lighting arrangement in stockyard, public address system, proper management, and security of sand stockyard. MDO shall install CCTV cameras and always keep it operational at the stockyards as per requirements and instructions from WBMDTCL.
- n) The MDO shall ensure that the activities in the sand mine shall not have adverse impact on livelihood, public health or any other social issues on any of the habitants or dwellers in the neighborhood of the sand mine.

9.9. Right over Sand Block

- a) Neither MDO nor any other person claiming through or under MDO shall have or at any time claim to have any property, right, title or interest in the Sand Block or lease. However, title to all MDO's Equipment and other movable assets belonging to MDO at the Mine for the performance of Works shall remain the property of MDO.
- b) Except for the duties and obligations mentioned in the Tender, no interest in the sand block is being transferred to the MDO. It is clarified that the possession or control of the Mine shall remain with WBMDTCL.

9.10. Legal Jurisdiction

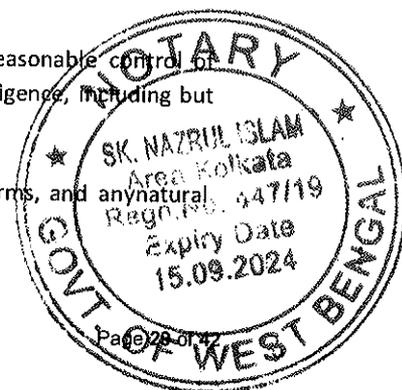
Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of Kolkata Court only.

9.11. Indemnification

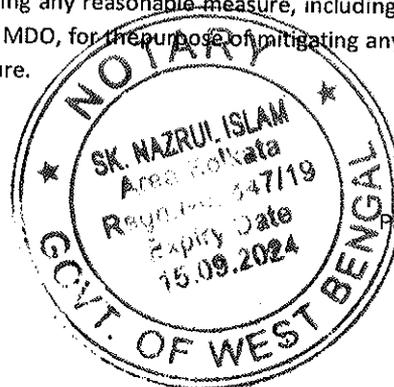
The Contractor will indemnify, defend and hold WBMDTCL harmless against any and all proceedings, actions and, third party claims for loss, damage and expense of whatever kind and nature arising out of the construction, operation, safety, environment, maintenance and closure of the Mine. or arising out of a breach or negligence by MDO and/or its officers, servants, agents, subsidiaries, and other related parties of any of its obligations under this Agreement.

9.12. Force Majeure

- a) Force Majeure means an act, event or causes which is beyond the reasonable control of WBMDTCL or MDO, and not involving WBMDTCL or MDO's fault or negligence, including but not limited to:
 - i. Acts of God, lightning strikes, earthquake, cyclones, floods, storms, and any natural disaster.
 - ii. Acts of war, acts of public animosity, terrorism or civil commotion.



- iii. Takeover of Quarry by the Government and/ or any agency designated by government resulting in complete loss of production.
 - iv. Regulatory changes in the mining laws prohibiting raising; and
 - v. Any prohibitory/restrictive order passed by a Court or by any government Authority.
- b) For avoidance of any doubt, it is clarified that any delay or non-performance by MDO on any account shall not be considered as Force Majeure.
 - c) If a Party (the "Affected Party") becomes unable to carry out its obligations under this Agreement due to Force Majeure:
 - d) the Affected Party must give to the other Party prompt written notice within 10 days of its occurrence and reasonable particulars of the Force Majeure and so far, as is known, the probable extent to which the Affected Party shall be able to perform or be delayed in performing its obligation;
 - e) the other Party may give notice to the Affected Party of the extent to which the other Party's ability to comply with its obligations shall be affected by the Affected Party's inability to comply with its obligations.
 - f) the relevant obligations of the Affected Party and the other Party, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure; and
 - g) the Affected Party must use all possible diligence to overcome or remove the Force Majeure as quickly as possible.
 - h) Force Majeure does not include breakdown of machinery or Equipment and other disruptions which are caused by negligence or otherwise on the part of MDO and/ or WBMDTCL.
 - i) The burden of proof to qualify some event as Force Majeure falls on the Affected Party and the Affected Party should provide sufficient documents to substantiate its claim. The Decision of Managing Director, WBMDTCL shall be final and binding in this regard.
 - j) In the event of either Party giving a Force Majeure notice, the Parties must meet promptly, or each should use reasonable endeavors to reach a mutually acceptable solution to alleviate any hardship or unfairness caused by either Party as a result of the circumstances constituting the Force Majeure.
 - k) In the event of Force Majeure, the rights and privileges under this Agreements remains suspended.
 - l) Nothing in this Clause 9.12 "Force Majeure" prevents WBMDTCL, during the continuation of any Force Majeure claimed by MDO, from taking any reasonable measure, including engaging third parties to perform the obligations of the MDO, for the purpose of mitigating any loss that it may incur as a result of any such Force Majeure.



10. Other terms and conditions

10.1. Acceptance of General Terms and Conditions

The Bidder should unconditionally accept all the terms and conditions of the contract. Conditional Bids shall be rejected summarily.

10.2. Authorized Signatory

The authorized signatory of the bidder will be considered an individual as a director/ principal officer/ partner/ designated partner, uploads any application for and on behalf of the applicant, and submitted power of attorney and authorization letter during the empanelment of MDO.

10.3. Black-Listing of the Bidder

The Bidder or its directors should not have been blacklisted by any Govt. organization, nor there should be any order/declaration of insolvency, or judgement/order of punishment or sentence by any court of law or any judicial/quasi-judicial proceeding in force at the time of submission of bid. If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forthwith without payment of any compensation and the EMD/Performance Security/Additional Performance Security if applicable/Advance Premium Amount/Premium Fee Guarantee will be forfeited.

10.4. Conflict of Interest

A bidder or any member of the bidding group 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 and EMD, performance security, advance premium amount, Premium Fee Guarantee, additional performance security if applicable are liable to be forfeited without payment of any compensation.

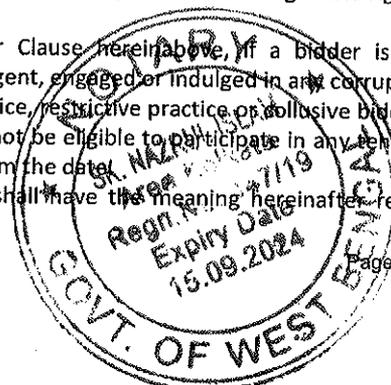
A bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (a) the bidder, its Subsidiary/ Subsidiaries and any other bidder or its Subsidiary/ Subsidiaries have common controlling shareholders or other ownership interest;
- or (b). such bidder, or any Subsidiary/ Subsidiaries has participated as a consultant to WBMDTCL in the preparation of any documents, design or technical specifications of this RFP
- or (c) 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 in any manner for matters related to or incidental to the RFP.

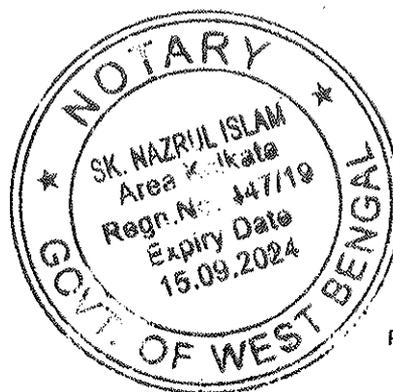
10.5. To Avoid Fraud, Coercive and Undesirable practices

Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, WBMDTCL may reject a Bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, collusive bidding or bid rigging in the Bidding Process.

Without prejudice to the rights of WBMDTCL under Clause hereinafter, 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 of the finding. For the purposes of this Clause the following terms shall have the meaning hereinafter respectively assigned to the



- (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 Bidding 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 Bidding Process shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
- (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding 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 Bidding Process;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by WBMDTCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest;
- (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 Bidding Process; and
- (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



11. Formats

11.1. FORM-A: Format for Site Visit Certificate and Declaration

Site Visit Certificate and Declaration

(On the letter head of the Bidder)

[Date]

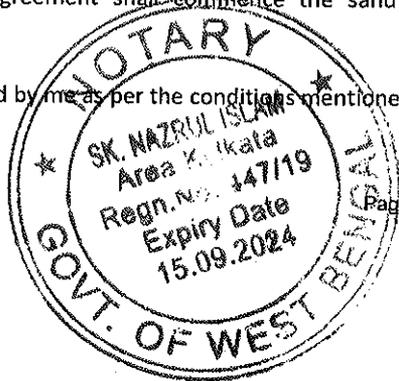
To
Managing Director
West Bengal State Mineral Development and Trading Corporation Limited
3rd Floor, DJ - 10 (WBIIDC Building)
DJ Block, Sector II, Salt Lake City
Kolkata 700 091

Sub: Site visit certificate and declaration for **Selection of Mine Developer and Operator (MDO) of Sand Blocks**

Dear Sir

With reference to your RFP Document dated, I, having examined the Site both the sand block and stockyard area, if applicable and understood their contents, hereby submit my Bid with followings:

1. I/We have carefully inspected the site and its surroundings and understand the technical and commercial aspects of site. I/We have made myself/ourselves familiar with the road access to the sand block and stockyard (if applicable) from the main connecting road, examined and confirmed the geo co-ordinates of the site and satisfied with area and mineral resources mentioned in RFP. We would not request for any change of site in the future for any reason whatsoever.
2. I/We have made myself/ ourselves familiar with all the local conditions and I/We have considered all other matters, conditions, probable contingencies, delays hindrances and interferences and generally all matters incidental thereto and ancillary thereof, affecting the execution and completion of the work.
3. I/ We declare that after understanding all the integrities of the site both the sand block and stockyard area (if applicable), I/We are participating in this auction
4. I/We have understood that once myself/ourselves will be declared as Preferred Bidder, will pay advance premium amount and accept the LOI. I/We shall submit the Performance Security, Additional Performance Security, if applicable, and premium fee guarantee as per time period mentioned in the RFP.
5. I/ We declare that after acceptance of LOI, shall arrange all the statutory approval such as Mining Plan/ Obtaining the environment clearance, CTO/CTE etc., to commence the production of sand and enter into the Sand Mining Agreement by submitting Performance Security, Additional Performance Security, if applicable and premium fee guarantee as per time period mentioned in the RFP.
6. I/ We declare that after signing the Sand Mining Agreement shall commence the sand mining production as per time period mentioned in the RFP.
7. I/We declare that Advance Premium Amount shall be paid by me as per the conditions mentioned in the RFP



8. I/We have understood the payment terms and declare that I/We shall deposit all statutory levies and taxes such as royalty, Cess, DMF and including tax, GST as applicable to the government in addition to the Sand Premium.
9. I/ We declare that I/we will be the sole responsible for any delay in completion of the work in scheduled time due to the site related issues.
10. I/We further certify that I/We am/are satisfied with the road conditions/ linked establishments with the Sand block and stockyard (if applicable).
11. I/ We declare that I/we will not be involved in any type of illegal mining/ illegal transportation/illegal sale /illegal storage of sand.
12. I/WE declare that I/We have been empanelled as MDO under WBMDTCL under the respective category of sand block for which this application is being made and have not been terminated by WBMDTCL from the Empaneled list .
13. I/We declare that we shall abide by all terms and conditions mentioned in this RFP including Clause 10.3, 10.4 and 10.5

(Signature, name and designation of Authorised Signatory)

Name and seal of Bidder

Empaneled Bidder ID:

Empaneled Bidder Sl. No.:

Category of Empanelment (A/B):

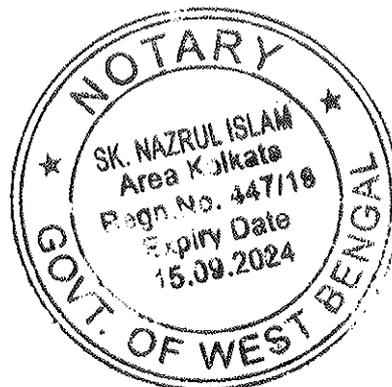
Registered mobile number:

Registered email ID:

Note: The Interested Bidders are required to Fill-up the above format. The e-mail and mobile number may be used for further communication/registration on WBMDTCL centralized portal.

Date:

Place:



11.2. FORM-B: Format of Performance Security

The Managing Director

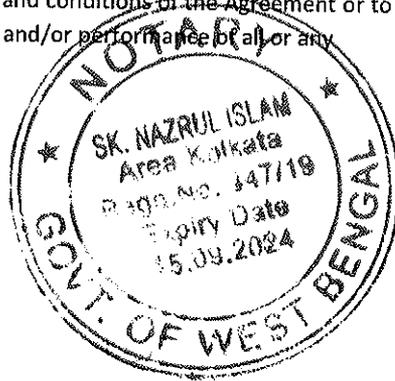
The West Bengal Mineral Development and Trading Corporation Limited WBIIDC
Building, 3rd Floor, DJ-10, DJ Block, Sector-II
Bidhannagar, Kolkata-700091

WHEREAS:

1. (the "MDO") and [name of the company] represented by *** and having its principal offices at **** () have entered into an Acceptance of LOI/ agreement dated (the "Agreement") with WBMDTCL, whereby has agreed to **work as Mine Developer and Operator (MDO) of Sand Blocks of WBMDTCL** as per the terms and condition of the RFP.
2. The Agreement requires the **MDO** to furnish a Performance Security to WBMDTCL of a sum of Rs. ____/- (Rupees _____ Only) (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the Acceptance of LOI/Agreement, during the Contract Period and up to 6 months after the Contract Period (the "Guarantee Period")
3. We, through our branch at (the "Bank") have agreed to furnish this bank guarantee ("Guarantee") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally, and irrevocably, guarantees and affirms as follows:

- I. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to WBMDTCL upon occurrence of any failure or default in due and faithful performance of all or any of MDO's obligations, under and in accordance with the provisions of the Acceptance of LOI/Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the MDO, such sum or sums upto an aggregate sum of the Guarantee Amount as WBMDTCL shall claim, without WBMDTCL being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
- II. A letter from WBMDTCL, under the hand of an officer not below the rank of a General Manager or equivalent, that the MDO has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Acceptance of LOI/Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that WBMDTCL shall be the sole judge as to whether the MDO is in default in due and faithful performance of its obligations under the Agreement and its decision that the MDO is in default shall be final, and binding on the Bank, notwithstanding any difference between WBMDTCL and the MDO, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the MDO for any reason whatsoever.
- III. To give effect to this Guarantee, WBMDTCL shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the MDO and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
- IV. It shall not be necessary, and the Bank hereby waives any necessity, for WBMDTCL to proceed against the MDO before presenting to the Bank its demand under this Guarantee.
- V. WBMDTCL shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any



of the obligations of the **MDO** contained in the Acceptance of LOI/Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by WBMDTCL against the **MDO**, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Acceptance of LOI/Agreement and/ or the securities available to WBMDTCL, and the Bank shall not be released from its liability and obligation under this Guarantee by any exercise by WBMDTCL of the liberty with reference to the matters aforesaid or by reason of time being given to the **MDO** or any other forbearance, indulgence, act or omission on the part of WBMDTCL or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

- VI. This Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by WBMDTCL in respect of, or relating to, the Agreement or for the fulfilment, compliance and/ or performance of all or any of the obligations of the **MDO** under the Acceptance of LOI/Agreement.
- VII. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by WBMDTCL on the Bank under this Guarantee no later than six months from the date of expiry of the Guarantee Period, all rights of WBMDTCL under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
- VIII. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of WBMDTCL in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- IX. Any notice by way of request, demand or otherwise hereunder may be sent by post/email addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of WBMDTCL that the envelope was so posted shall be conclusive.
- X. This Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period or until it is released earlier by WBMDTCL pursuant to the provisions of the Agreement.
- XI. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the Agreement

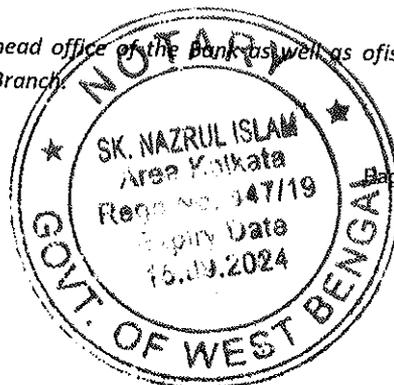
Signed and sealed this day of 20 at

SIGNED, SEALED AND DELIVERED

For and on behalf of
the BANK by:

NOTES:

- The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.



11.3. FORM-C: Format of Additional Performance Security

Managing Director

The West Bengal Mineral Development and Trading Corporation Limited WBIIIDC
Building, 3rd Floor, DJ-10, DJ Block, Sector-II
Bidhannagar, Kolkata-700091

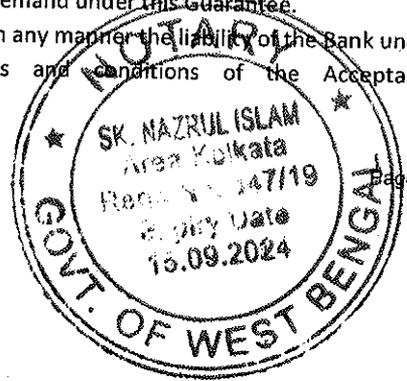
WHEREAS:

..... (the "MDO") and [name of the company] represented by *** and having its principal offices at ***** () have entered into an acceptance of LOI/agreement dated..... (the "Agreement") with WBMDTCL, whereby has agreed to work as Mine Developer and Operator (MDO) of Sand Blocks of WBMDTCL as per the terms and condition of the RFP.

1. The Agreement requires the MDO to furnish Additional Performance Security to WBMDTCL of a sum of Rs. _____/- (Rupees _____ Only) (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the Acceptance of LOI/Agreement, during the Contract Period and up to 180 (one hundred and eighty) days after the Contract Period (the "Guarantee Period")
2. We, through our branch at (the "Bank") have agreed to furnish this bank guarantee ("Guarantee") by way of Additional Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- I. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to WBMDTCL upon occurrence of any failure or default in due and faithful performance of all or any of MDO's obligations, under and in accordance with the provisions of the Acceptance of LOI/Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the MDO, such sum or sums up to an aggregate sum of the Guarantee Amount as WBMDTCL shall claim, without WBMDTCL being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
- II. A letter from WBMDTCL, under the hand of an officer not below the rank of a General Manager or equivalent, that the MDO has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Acceptance of LOI/Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that WBMDTCL shall be the sole judge as to whether the MDO is in default in due and faithful performance of its obligations under the Agreement and its decision that the MDO is in default shall be final, and binding on the Bank, notwithstanding any difference between WBMDTCL and the MDO, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the MDO for any reason whatsoever.
- III. In order to give effect to this Guarantee, WBMDTCL shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the MDO and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in anyway or manner affect the liability or obligation of the Bank under this Guarantee.
- IV. It shall not be necessary, and the Bank hereby waives any necessity, for WBMDTCL to proceed against the MDO before presenting to the Bank its demand under this Guarantee. WBMDTCL shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Acceptance of



- LOI/Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the **MDO** contained in the Acceptance of LOI/Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by WBMDTCL against the **MDO**, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/ or the securities available to WBMDTCL, and the Bank shall not be released from its liability and obligation under this Guarantee by any exercise by WBMDTCL of the liberty with reference to the matters aforesaid or by reason of time being given to the **MDO** or any other forbearance, indulgence, act or omission on the part of WBMDTCL or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
- V. This Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by WBMDTCL in respect of, or relating to, the Agreement or for the fulfilment, compliance and/ or performance of all or any of the obligations of the **MDO** under the Acceptance of LOI/Agreement.
- VI. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by WBMDTCL on the Bank under this Guarantee no later than six months from the date of expiry of the Guarantee Period, all rights of WBMDTCL under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
- VII. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of WBMDTCL in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- VIII. Any notice by way of request, demand or otherwise hereunder may be sent by post/email addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of WBMDTCL that the envelope was so posted shall be conclusive.
- IX. This Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period or until it is released earlier by WBMDTCL pursuant to the provisions of the Agreement.
- X. Capitalised terms used herein, unless defined herein, shall have the meaning assigned to them in the Agreement

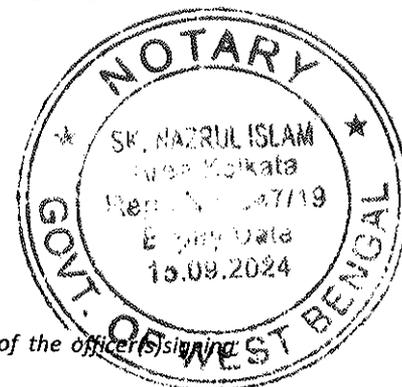
Signed and sealed this day of 20 at

SIGNED, SEALED AND DELIVERED

For and on behalf of
the BANK by:

NOTES:

- The bank guarantee should contain the name, designation and code number of the officer signing the guarantee.
- The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.



11.4. FORM-D: Format of Premium Fee Guarantee**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

WHEREAS:

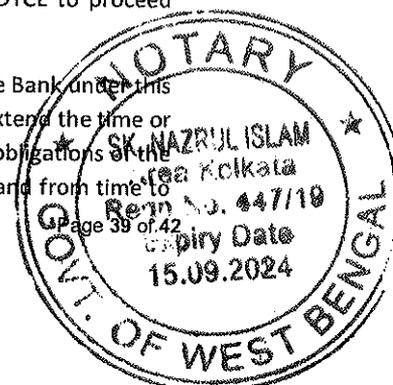
4. (the "MDO") and [name of the company] represented by *** and having its principal offices at **** () have entered into an LOI/ agreement dated (the "Agreement") with WBMDTCL, whereby has agreed to **work as Mine Developer and Operator (MDO) of Sand Blocks of WBMDTCL** as per the terms and condition of the RFP.

5. The Agreement requires the **MDO** to furnish a Premium Fee Guarantee to WBMDTCL of a sum of Rs. ___/- (Rupees _____ Only) (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the Acceptance of LOI/Agreement, during the Contract Period and up to 6 months after the Contract Period (the "Guarantee Period")

6. We, through our branch at (the "Bank") have agreed to furnish this bank guarantee ("Guarantee") by way of Premium Fee Guarantee.

NOW, THEREFORE, the Bank hereby, unconditionally, and irrevocably, guarantees and affirms as follows:

- I. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to WBMDTCL upon occurrence of any failure or default in due and faithful performance of all or any of **MDO's** obligations, under and in accordance with the provisions of the Acceptance of LOI/Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the **MDO**, such sum or sums upto an aggregate sum of the Guarantee Amount as WBMDTCL shall claim, without WBMDTCL being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
- II. A letter from WBMDTCL, under the hand of an officer not below the rank of a General Manager or equivalent, that the **MDO** has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Acceptance of LOI/Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that WBMDTCL shall be the sole judge as to whether the **MDO** is in default in due and faithful performance of its obligations under the Agreement and its decision that the **MDO** is in default shall be final, and binding on the Bank, notwithstanding any difference between WBMDTCL and the **MDO**, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the **MDO** for any reason whatsoever.
- III. To give effect to this Guarantee, WBMDTCL shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the **MDO** and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
- IV. It shall not be necessary, and the Bank hereby waives any necessity, for WBMDTCL to proceed against the **MDO** before presenting to the Bank its demand under this Guarantee.
- V. WBMDTCL shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the **MDO** contained in the Acceptance of LOI/Agreement or to postpone for any time, and



time, any of the rights and powers exercisable by WBMDTCL against the **MDO**, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Acceptance of LOI/Agreement and/ or the securities available to WBMDTCL, and the Bank shall not be released from its liability and obligation under this Guarantee by any exercise by WBMDTCL of the liberty with reference to the matters aforesaid or by reason of time being given to the **MDO** or any other forbearance, indulgence, act or omission on the part of WBMDTCL or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

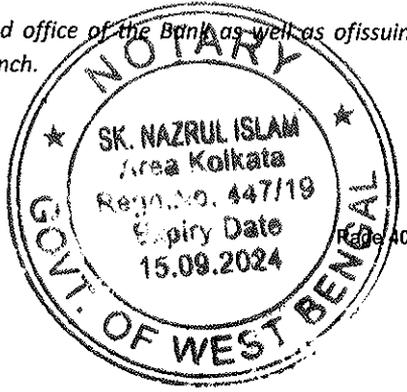
- VI. This Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by WBMDTCL in respect of, or relating to, the Agreement or for the fulfilment, compliance and/ or performance of all or any of the obligations of the **MDO** under the Acceptance of LOI/Agreement.
- VII. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by WBMDTCL on the Bank under this Guarantee no later than six months from the date of expiry of the Guarantee Period, all rights of WBMDTCL under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
- VIII. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of WBMDTCL in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- IX. Any notice by way of request, demand or otherwise hereunder may be sent by post, addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of WBMDTCL that the envelope was so posted shall be conclusive.
- X. This Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period or until it is released earlier by WBMDTCL pursuant to the provisions of the Agreement.
- XI. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the Agreement

Signed and sealed this day of 20 at

SIGNED, SEALED AND DELIVERED
For and on behalf of
the BANK by:

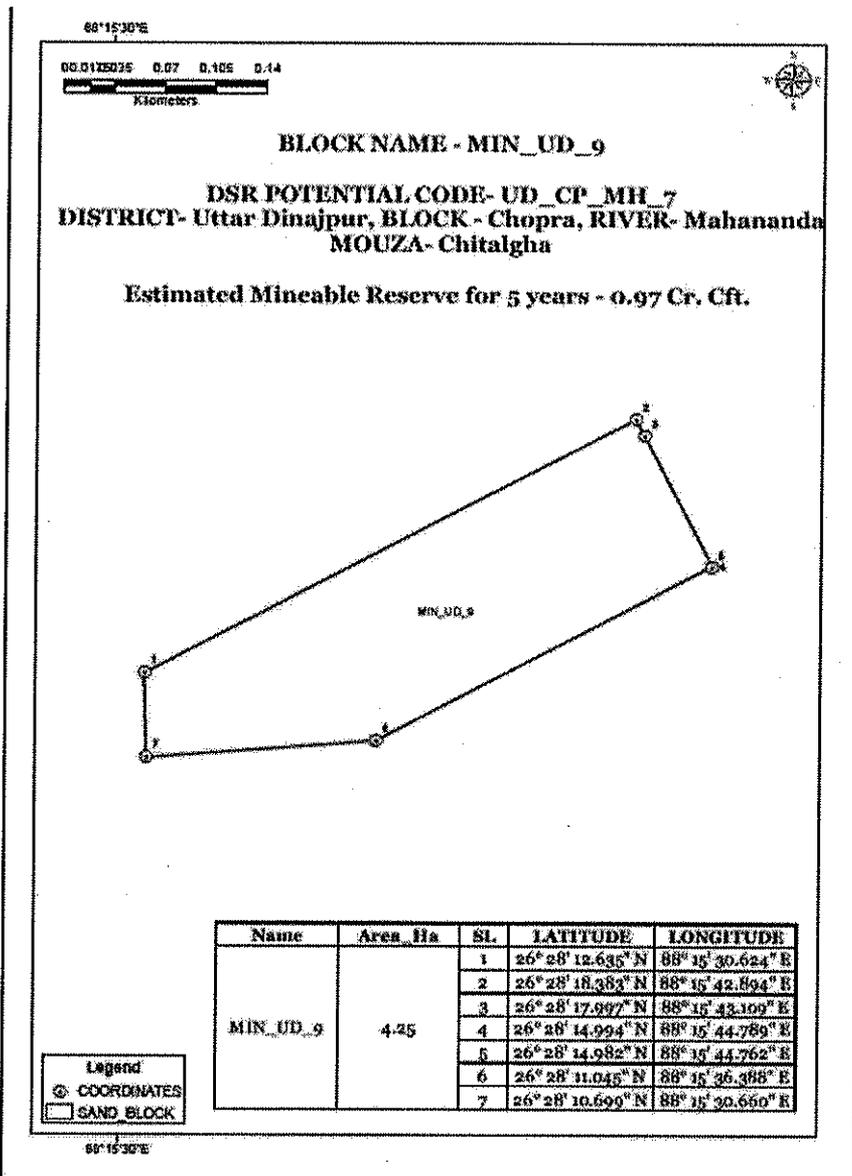
NOTES:

- The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

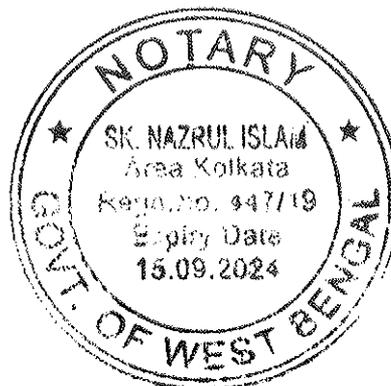


12. Annexures

12.1. Annexure 1: Geo-reference co-ordinate of the sand blocks



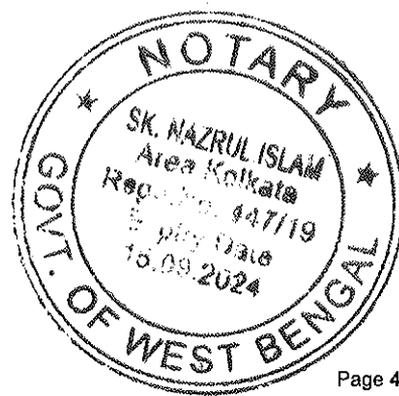
Shri Joydeep Banerjee, Contact No.: 09830436056 / joydeep.mdtcl@gmail.com may be contacted for any technical queries.



12.2. Annexure 2: Draft Sand Mining Agreement

Draft Sand Mining Agreement

Draft Sand Mining Agreement shall be shared with the successful bidder and executed between the MDO and WBMDTCL as per the clauses of RFP.



ENVIRONMENTAL
CLEARANCE

Government of India
Ministry of Environment, Forest and Climate Change
(Issued by the State Environment Impact Assessment
Authority(SEIAA), WEST BENGAL)

To,

The MANAGING DIRECTOR
WEST BENGAL MINERAL DEVELOPMENT AND TRADING
CORPORATION LIMITED
13, NELLIE SENGUPTA SARANI
2ND FLOOR, KOLKATA -700087

Subject: Grant of Environmental Clearance (EC) to the proposed Project Activity
under the provision of EIA Notification 2006-regarding

Sir/Madam,

This is in reference to your application for Environmental Clearance (EC)
in respect of project submitted to the SEIAA vide proposal number
SIA/WB/MIN/427636/2023 dated 30 Apr 2023. The particulars of the environmental
clearance granted to the project are as below.

- | | |
|---|---|
| 1. EC Identification No. | EC23B001WB196635 |
| 2. File No. | EN/T-II-1/419/2023 |
| 3. Project Type | New |
| 4. Category | B |
| 5. Project/Activity including
Schedule No. | 1(a) Mining of minerals |
| 6. Name of Project | Chitalgha Riverbed Sand Mine
(MIN_UD_09) |
| 7. Name of Company/Organization | WEST BENGAL MINERAL
DEVELOPMENT AND TRADING
CORPORATION LIMITED |
| 8. Location of Project | WEST BENGAL |
| 9. TOR Date | N/A |

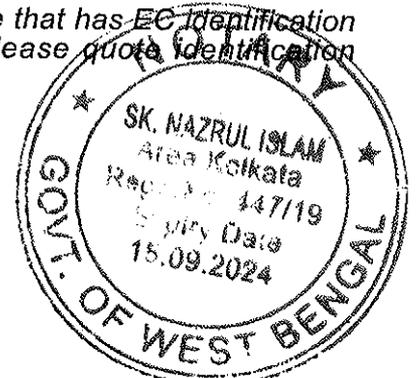
The project details along with terms and conditions are appended herewith from page
no 2 onwards.

Date: 18/08/2023

(e-signed)
Kaliyamurthi Balamurugan
Member Secretary
SEIAA - (WEST BENGAL)

Note: A valid environmental clearance shall be one that has EC identification
number & E-Sign generated from PARIVESH. Please quote identification
number in all future correspondence.

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Environmental Clearance for the proposed Chitalgha Riverbed Sand Mine (MIN_UD_09) over an area of 4.25 ha (10.25 Acres) on the Mahananda River at Mouza: - Chitalgha, Plot No. - 80(P), 81(P), J.L. No. - 11 & 12, Block - Chopra, District: - Uttar Dinajpur, West Bengal by M/s. West Bengal Mineral Development and Trading Corporation Limited.

Background of the project

The proponent made online application vide proposal no. SIA/WB/MIN/427636/2023 dated 30 April 2023 seeking Environment Clearance (EC) under the provisions of the EIA Notification, 2006 for the proposed Chitalgha Riverbed Sand Mine (MIN_UD_09) over an area of 4.25 ha (10.25 Acres) on the Mahananda River at Mouza: - Chitalgha, Plot No. - 80(P), 81(P), J.L. No. - 11 & 12, Block - Chopra, District: - Uttar Dinajpur, West Bengal by M/s. West Bengal Mineral Development and Trading Corporation Limited.

This is a proposal for Chitalgha Riverbed Sand Mine (MIN_UD_09) over an area of 4.25 ha (10.25 Acres) on the Mahananda River at Mouza: - Chitalgha, Plot No. - 80(P), 81(P), J.L. No. - 1, P.S. - Chopra, District: - Uttar Dinajpur, West Bengal.

The project proponent (PP) has obtained Provisional Grant Order for Sand Blocks vide Memo No. 187-ICE-12011(99)/27/2022-MINES SEC-Dept. of ICE dated 17.03.2023.

As required under the West Bengal Minor Mineral Concession Rules, 2016, the PP got a composite 'Mining Plan' prepared for proposed sand Mine at the site by an RQP. The Plan has been approved by the State Government on 25.04.2023 and the approved plan has been uploaded at the PARIVESH portal by the PP.

The production details as mentioned in the Mining Plan is given below:-

YEAR	TOTAL AREA (ha)	THICKNESS(m)	REPLENISHMENT RATE (%)	GEOLOGICAL RESOURCE (cum)
1	4.25	1.50000	100%	63750.000
2	4.25	1.12005	74.67%	47602.125
3	4.25	1.12005	74.67%	47602.125
4	4.25	1.12005	74.67%	47602.125
5	4.25	1.12005	74.67%	47602.125
TOTAL GEOLOGICAL RESOURCE (Cu.M)				254158.5

Leaving aside the safety berms and barriers, and taking into account the rate of replenishment, the mineable reserves are estimated as below:

YEAR	TOTAL AREA (ha)	THICKNESS (m)	REPLENISHMENT RATE (%)	MINEABLE RESERVE (Cum)
1	3.54	1.50000	100%	53100.00
2	3.54	1.12005	74.67%	39649.77
3	3.54	1.12005	74.67%	39649.77
4	3.54	1.12005	74.67%	39649.77
5	3.54	1.12005	74.67%	39649.77
TOTAL MINEABLE RESERVE (Cu.M)				211699.08

The PP has uploaded pre-feasibility report for the proposed project and cluster certificate from the competent authority.

Environmental Clearance for the proposed Chitalgha Riverbed Sand Mine (MIN_UD_09) over an area of 4.25 ha (10.25 Acres) on the Mahananda River at Mouza: - Chitalgha, Plot No. - 80(P), 81(P), J.L. No. - 11 & 12, Block - Chopra, District: - Uttar Dinajpur, West Bengal by M/s. West Bengal Mineral Development and Trading Corporation Limited.

The PP has submitted an undertaking regarding need based EMP.

The PP has informed that there is no court case pending against the project.

As per the Mining Plan including Mine Closure Plan, the cardinal points of the mining lease area are given below :-

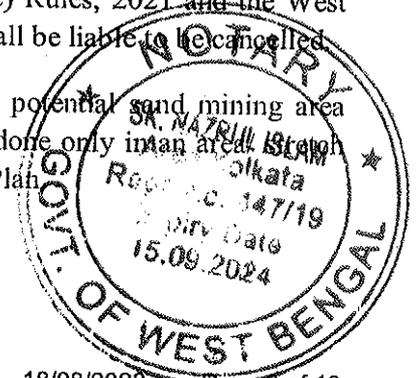
Point ID	Latitude	Longitude
1.	26°28'12.635"N	88°15'30.624"E
2.	26°28'18.383"N	88°15'42.894"E
3.	26°28'17.997"N	88°15'43.109"E
4.	26°28'14.994"N	88°15'44.789"E
5.	26°28'14.982"N	88°15'44.762"E
6.	26°28'11.045"N	88°15'36.390"E
7.	26°28'10.699"N	88°15'30.660"E

The project site falls within the DSR potential code UD_CP_MH_7.

State Level Environment Impact Assessment Authority (SEIAA), West Bengal examined the proposal and also perused recommendations of the State Level Expert Appraisal Committee (SEAC). After due consideration of the project proposal, and after considering the recommendations of the State Level Expert Appraisal Committee (SEAC), the State Level Environment Impact Assessment Authority accords Environmental Clearance to the project as per provisions of the EIA notification no. S.O. 1533 (E) dt. 14th September, 2006 of Ministry of Environment & Forests, GOI and the subsequent amendments, on the basis of above mentioned features along with other details submitted to SEIAA subject to strict compliance of the terms and conditions mentioned below.

General Conditions

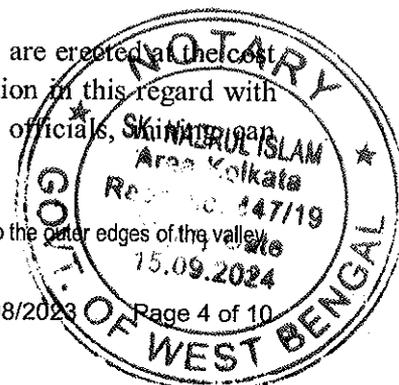
1. In case the mining area or a part thereof is private land not owned by the Project Proponent (PP), then a written permission should be obtained regarding consent of the land owner(s) concerned for carrying out the mining operation before commencement of any mining activity.
2. The PP shall complete all the tasks as per the Action Plan submitted with the budgetary provisions during the Public Hearing, if held.
3. Apart from possessing a valid lease the proponent shall obtain all other necessary permissions before commencement of any mining or allied activity at the lease hold area.
4. The directions given by the Hon'ble Supreme Court of India vide order dated 27.02.2012 in Deepak Kumar case [SLP(C) Nos. 19628-19629 of 2009] and order dated 05.08.2013 of the Hon'ble National Green Tribunal in application No. 171/2013 must be followed strictly.
5. It shall be the responsibility of the PP to abide by and to comply with all the provisions made and restrictions imposed, — particularly those regarding environment management practices, by and under the West Bengal Sand (Mining, Transportation, Storage and Sale) Rules, 2021 and the West Bengal Minor Minerals Concession Rules, 2016, failing which the EC shall be liable to be cancelled.
6. The EC is granted on the condition that the lease area falls under the potential sand mining area earmarked in the District Level Survey Report (DSR). Mining shall be done only in an area of 13.50 ha which has been identified in the DSR as well as in the approved Mining Plan.
7. No river bed mining shall be allowed beneath 3 meters of the river bed.



Environmental Clearance for the proposed Chitalgha Riverbed Sand Mine (MIN_UD_09) over an area of 4.25 ha (10.25 Acres) on the Mahananda River at Mouza: - Chitalgha, Plot No. - 80(P), 81(P), J.L. No. - 11 & 12, Block - Chopra, District: - Uttar Dinajpur, West Bengal by M/s. West Bengal Mineral Development and Trading Corporation Limited.

8. The depth of mining in riverbed shall also not exceed one meter above groundwater (base flow) level.
9. No River sand mining shall be carried out in monsoon season, as declared by the concerned District Authority.
10. The PP shall submit Annual Replenishment Report certified by an authorized agency. In case the replenishment is lower than the approved rate of production, then the mining activity / production levels shall be decreased accordingly.
11. If the lease hold area is located in hilly terrain, it is to be ensured by the PP that the mine working depth is limited to 1.0 metre below the riverbed level.
12. In case the lease area, or a part of it, falls in the river flood plain¹, a buffer of three metre to be left from the river bank for mining. (non river-bed sand mining)
13. In case the lease area, or a part of it, is an agricultural field, a buffer of three metre land shall be left between the mine boundary and the adjacent field. (non river-bed sand mining)
14. Mining shall be done in layers of not more than 1 metre depth to avoid ponding effect and only after the first layer is excavated, the process will be repeated for the second layer and so on.
15. The PP shall get the baseflow and groundwater level (water table) monitored on monthly basis. The water level should be referenced to both the 'mean sea level' and the 'local ground level'. During sand mining operations, a network of existing wells shall be established around the sand mining area and piezometers shall be installed at all sand quarry sites. A minimum of four piezometers shall be installed in the no-mining zone around the sand quarrying area. Monitoring of groundwater quality in the vicinity (one km radius from the sand quarrying site) shall be carried out once in every two months.
16. Any area falling within 7.5 metre or 12.5% of the river width, whichever is more, from the river bank (towards the channel) will be left intact as no-mining zone. Subject to above the PP shall identify the central 3/4 part of river on map where there is a deposition of sand and remaining 1/4 part shall be left intact as no mining zone for the protection of the bank.
17. No stream shall be diverted for the purpose of sand mining. No natural water course and/ or water resources shall be obstructed due to mining operations.
18. No blasting shall be resorted to in river bed sand/ gravel mining and no blasting operation shall be carried out without permission at any other place.
19. Irrespective of the location, thickness of sand deposition, agricultural land/ riverbed, the method of mining shall conform to the orders / directions passed by any Court of Law / Tribunal time to time and in compliance with the Sustainable Sand Mining Guidelines 2016 and the Enforcement & Monitoring Guidelines for Sand Mining, 2020.
20. Mining shall begin only after pucca pillars marking the boundary of lease area are erected at the cost of the lease holder at every corner of the lease-hold area. Only after certification in this regard with the geo coordinates of the corner pillars is issued by the district mining officials,

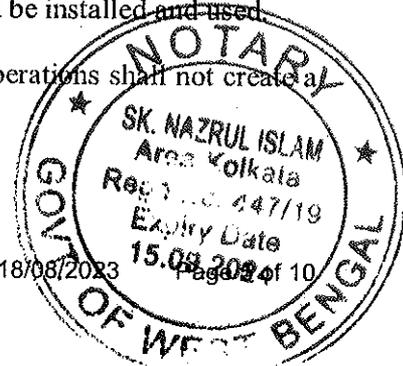
¹ A floodplain is a generally flat area of land next to a river or stream and it stretches from the banks of the river to the outer edges of the valley.



Environmental Clearance for the proposed Chitalgha Riverbed Sand Mine (MIN_UD_09) over an area of 4.25 ha (10.25 Acres) on the Mahananda River at Mouza: - Chitalgha, Plot No. - 80(P), 81(P), J.L. No. - 11 & 12, Block - Chopra, District: - Uttar Dinajpur, West Bengal by M/s. West Bengal Mineral Development and Trading Corporation Limited.

commence. The geo coordinates of the corner pillars shall be made available to the District Level Committee.

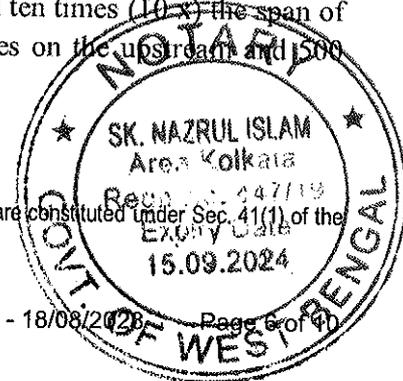
21. The top soil in case of surface land mining shall be stored temporarily in an earmarked site and shall be, as far as practicable, concurrently used for land reclamation. {non river bed sand mining}
22. The EC holder shall keep a correct account of quantity of sand mined out, dispatched from the mine, mode of transport, registration number of vehicle, person in-charge of vehicle and mine plan. This shall be produced before officers of the Central Government and/ or the State Government for inspection.
23. Noise arising out of mining and processing unit(s) shall be abated and controlled at source to keep noise level within permissible limit.
24. No sand mining activity shall be carried out between dusk to dawn, or as permitted by the local authority.
25. Infrastructure and facilities erected for the mine shall conform to the provisions made for the purpose at the sand ghat designated and demarcated (with geo referencing) and laid out for the purpose by the District administration.
26. In particular the PP shall ensure that the approach road, - from the proposed sand ghat to the sand storage depot, is planned and maintained with prior consent of the local Administration.
27. There shall be a single point of entry and exit point for all vehicles. In case it is necessary to have more than one entry/exit, all such points shall have check points with all digital monitoring facilities as mentioned in the 'Enforcement and Monitoring Guidelines for Sand Mining' (January, 2020) issued by the Ministry of Environment, Forest and Climate Change. All other possible ways of entry /exit shall be closed using barriers. All provisions shall be made to make it impossible for any vehicle to enter or exit without an entry into the computerized system.
28. All such points shall have 24x7 CCTV coverage, the footage of the CCTV coverage shall be submitted to the District Collector by the PP at mutually agreed frequencies.
29. The PP shall ensure that pollution due to transportation is effectively controlled. The PP shall also ensure regular sprinkling of water.
30. Only potable water may be collected from nearby locality with prior permission of the authority concerned. Water for other purposes shall be taken from the river.
31. It shall be the duty and responsibility of the PP to ensure that air pollution due to dust, exhaust emission or fumes during mining and processing phase are controlled and kept within permissible limits specified under environmental laws.
32. The mineral transportation shall be carried out through covered trucks/ tractors only and the vehicles carrying the mineral shall not be overloaded. Wheel washing facility should be installed and used.
33. The mining operations are to be done in a systematic manner so that the operations shall not create a major visual impact on the site.



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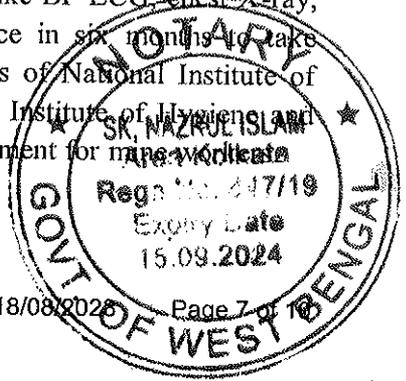
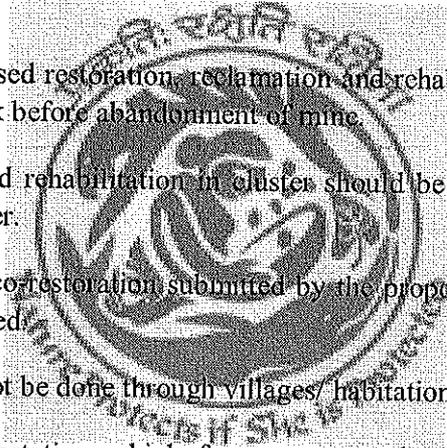
34. Restoration of flora affected by mining must be done immediately. Five times the number of trees destroyed by mining shall be planted (preferably of indigenous species) and maintained over the entire lease period.
Irrespective of the above the proponent shall plant and maintain, for the entire lease period, at least five trees per hectare of lease area in areas near the mine.
35. The PP shall ensure that, there is no damage to any fauna and its habitats/ nestings located close to the sand mining site, if any. The PP should receive clearance from the local Biodiversity Management Committee (BMC)² of the district concerned in this regard.
36. No felling of trees in or within the precincts of the mine shall be allowed. If a mining lease area, or a part of it, falls within 10 km from the periphery of any National Park/ Sanctuary or an Eco-Sensitive Zone or a Protected Area, no mining or related activity shall be undertaken without first obtaining a no objection certificate from the Standing Committee of National Board of Wild Life (NBWL), in compliance to the Hon'ble Supreme Court's order in I.A. No. 460 of 2004.
37. The PP shall take all necessary protective measures to ensure that no spring sources are affected due to mining activities.
38. Removal, stacking and utilization of top soil in mining area shall be ensured. Where top soil cannot be used concurrently, it shall be stored properly for future use.
39. No overhangs shall be allowed to be formed due to mining and mining shall not be undertaken in areas where landslide is likely to occur due to unfavourable steep angle of slope.
40. No extraction of stone/ boulder/ sand shall be undertaken in landslide prone areas.
41. If clearance of riparian vegetation is to be undertaken it must be done under the supervision and control of an appropriate government authority. It shall be the responsibility of the project proponent to ensure absolute compliance with the relevant provisions of the West Bengal Trees (Protection and Conservation in Non Forest Areas) Act, 2006, and the Rules framed there under.
42. To reduce visual impact of mining the PP shall ensure tidiness.
43. Dumping of waste, if any, shall be done only in earmarked places as approved in the mining plan.
44. No rubbish shall be disposed in the river bed.
45. The PP shall take all possible precautions for the protection of environment and control of pollution.
46. Effluent discharge should be kept to the minimum and it should meet the standards prescribed.
47. No mining shall be undertaken in a mining lease located within 1 km from bridges, highways and railway lines on both upstream and downstream sides, or five times (5x) of the span (x) of bridge, public civil structure (including water intake point) on upstream side and ten times (10x) the span of such bridge on downstream side, subjected to a minimum of 250 metres on the upstream and 500 metres on the downstream side.

² For all local bodies Biodiversity Management Committees (BMCs) of the WB State Biodiversity Board are constituted under Sec. 41(1) of the Biological Diversity Act, 2002



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48. Mining activities shall not be done for mine lease where mining can cause danger to site of flood protection works, places of cultural, religious, historical, and archaeological importance.
49. Only such vehicles as are having valid fitness and PUC Certificates, shall be used for transportation of sand.
50. The PP shall develop proper junction at takeoff points of approach road with main road, with proper width and geometry required for safe movement of traffic, at his own cost.
51. The PP shall ensure that the road may not be damaged due to transportation of the mineral; and transport of minerals will be as per IRC Guidelines with respect to complying with traffic congestion and density.
52. No stacking shall be allowed on road side along State/ National Highways.
53. Suitable sand depots will be located in the vicinity of the sand quarry site to facilitate the sale of sand. While selecting the site for depots, it must be ensured that the site is within 25 km from the sand quarry site and has an area of around 04-06 ha (10-15 acres) with parking facility and proper entry and exit for smooth movement of the vehicles. The depot site shall preferably be a Government poramboke land³.
54. The PP shall undertake phased restoration, reclamation and rehabilitation of land affected by mining and shall complete this work before abandonment of mine.
55. Restoration, reclamation and rehabilitation in cluster should be done systematically and jointly by each EC holder in that cluster.
56. The site specific plan for eco-restoration submitted by the proponent along with the EC application shall be properly implemented.
57. Transport of mineral shall not be done through villages/ habitations.
58. The route of mineral transportation vehicle from source to destination shall be tracked through the system using checkpoints, Radio-frequency identification (RFID) tags, and GPS tracking.
59. The PP shall make arrangement for drinking water, first aid facility (along with species specific anti-venom provisioning) in case of emergency for the workers.
60. The PP shall implement the Disaster Management Plan if the mine lease area is located in Seismic Zone-IV. The Project Proponent shall appoint a Committee to have a check over any disaster to warn workers well before for the safety of the workers. Emergency helpline number will be displayed at all levels.
61. The PP shall appoint an Occupational Health Specialist for Regular and Periodical medical examination of the workers engaged in the Project. Personal Health data like BP ECG, chest X-ray, PFT, smoking habits, blood and urine test etc. shall be undertaken once in six months to take necessary remedial/preventive measures. In this regard recommendations of National Institute of Occupational Health (NIOH) / Central Labour Institute (CLI) / All India Institute of Hygiene and Public Health (AIHH&PH) shall be adopted for ensuring good work-environment for mine workers.

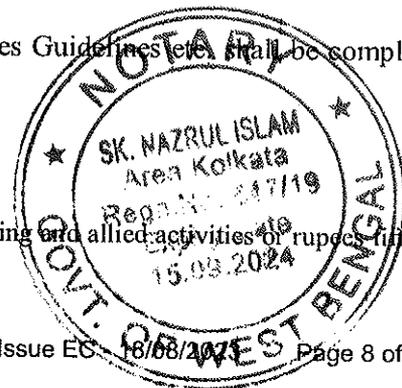


³ the land that doesn't fall under the list of revenue records.

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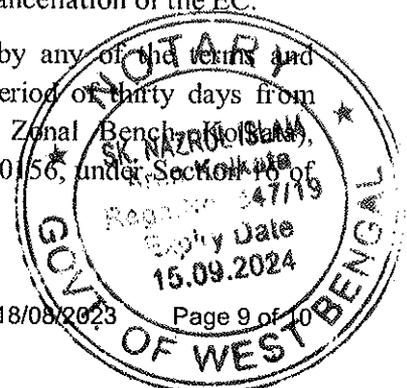
62. The PP shall report monitoring data on replenishment, traffic management, levels of production, river-bank erosion, maintenance of roads etc.
63. A year-wise excavation schedule showing the breakup of pay-mineral (sand) and waste (if any) may be clearly drawn up and areas may be demarcated for waste dumping. Site for intermediate stockpiling of the mineral may also be clearly demarcated and shown in the surface plan.
64. The PP shall review the Progressive Mine Closure Plan every two years from the date of opening of the mine and shall submit the same to the officer authorised by the State Government in this behalf, for its approval under the West Bengal Minor Mineral Concession Rules, 2016. In the event of the progressive mine closure being not approved, or not deemed to be approved, the mining activities shall be discontinued.
65. One year prior to the proposed closure of the mine the proponent shall submit a Final Mine Closure Plan for approval under the West Bengal Minor Mineral Concession Rules, 2016, to the officer authorised by the State Government in this behalf.
66. The PP shall ensure that the protective measures contained in the Mine Closure Plan referred to hereinabove including the reclamation and rehabilitation work are carried out in accordance with the approved Mine Closure Plan or with such modifications as are approved by the officer authorised by the State Government in this behalf under the West Bengal Minor Mineral Concession Rules, 2016.
67. In addition to regular submission of environmental compliance reports as required under the FIA Notification, 2006, the PP shall submit to the Officer authorised by the State Government in this behalf, a yearly report before 1st of July every year setting forth the extent of protective and rehabilitative works carried out as envisaged in the approved Mine Closure Plan, and if there is any deviation, reasons thereof.
68. For the purpose of carrying out mining operation in the area, the PP shall furnish financial assurance. The amount of financial assurance shall be as laid down in the West Bengal Minor Mineral Concession Rules, 2016. The financial assurance may be in any of the forms referred to in the said Rules.
69. The PP shall prepare a dust and noise minimization plan with adequate details and shall implement the same.
70. Needs of the locality shall be assessed and the social part of the EMP shall be undertaken as stipulated by MoEF&CC Office Memorandum F.No. 22-65/2017.IA.III dated 30.09.2020. Beneficiary of the social component of EMP should be identified and to be displayed at site. The project proponent has given a commitment vide Memo No. MDTC/SAND/002(iii)/1038 dated 24.04.2023 that expenses upto 2% of the total project cost will be used towards need based activity and all such expenditure would be made in due consultation with the District Authorities.
71. The PP shall ensure that the provisions every relevant Acts, Rules Guidelines etc. shall be complied in both letter and spirit.

⁴ Rupees 15 thousand per hectare of the mining lease area put to use for mining and allied activities or rupees fifty (50)thousand, whichever is higher



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72. In particular, the PP shall ensure compliance with the provisions laid down in the following Acts/ Rules/ Guidelines.
- The West Bengal Minor Minerals Concession Rules, 2016;
 - Sustainable Sand Mining Management Guidelines, 2016, issued by the Ministry of Environment, Forest and Climate change, Government of India;
 - Sand Mining Framework, 2018, issued by the Ministry of Mines, Government of India;
 - Enforcement & Monitoring Guidelines for Sand Mining, 2020, issued by the Ministry of Environment, Forest and Climate change, Government of India;
 - The West Bengal Sand Mining Policy, 2021; and,
 - The West Bengal Sand (Mining, Transportation, Storage and Sale) Rules, 2021.
73. Non-compliance of any of the terms and conditions mentioned hereinabove may lead to cancellation of the environmental clearance granted.
74. The Environmental Clearance is being issued without prejudice to any action initiated under the Environment (Protection) Act, 1986 or any court case pending in any court of law, and it does not mean that the project proponent has not violated any environmental law in the past, and all future decisions made or directives/ orders/ notifications/ circulars issued under the Environment (Protection) Act, 1986 shall be binding on the Project Proponent. Similarly, all verdicts/ orders of the Hon'ble Court will be binding on the project proponent. Hence, this clearance does not give immunity to the project proponent in the case(s) filed against her/ him, if any, or any action initiated against her/ him under the Environment (Protection) Act, 1986.
75. In case of submission of false document and non-compliance of stipulated conditions, Authority/ Environment Department will revoke or suspend the Environmental Clearance without any intimation and initiate appropriate legal action under the Environment (Protection) Act, 1986.
76. The validity of this Environmental Clearance will be as provided in the Notification of MoEF&CC vide No. S.O.1807(E) dated 12.04.2022.
77. The EC is granted for the project as proposed. In case any deviation or alteration in the project is contemplated the proponent will apply afresh for Environmental Clearance for the proposed modifications and/ or expansion of the project.
78. The stipulations made under other relevant Acts, - in particular the Wild Life (Protection) Act, 1972, the Water (Prevention and Control of Pollution) Act, 1974, the Forest (Conservation) Act, 1980, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986, and the Public Liability Insurance Act, 1991, and the rules and regulations made there under, shall be strictly complied with.
79. The State Government may, in its own discretion, impose such further conditions as it may deem fit, necessary or expedient. All such conditions will have to be complied with.
80. Non-compliance to any of the stipulated terms and conditions may lead to cancellation of the EC.
81. If you are aggrieved by the grant of this Environmental Clearance or by any of the terms and conditions imposed herein, you may, in your own discretion, within a period of thirty days from today, prefer an appeal before the National Green Tribunal (Eastern Zonal Bench) (State), HFXC+VR5, Kadampukur Village, Newtown, New Town, West Bengal 700156, under Section 16 of the National Green Tribunal Act, 2010.



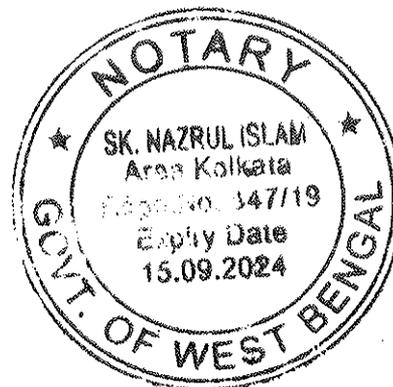
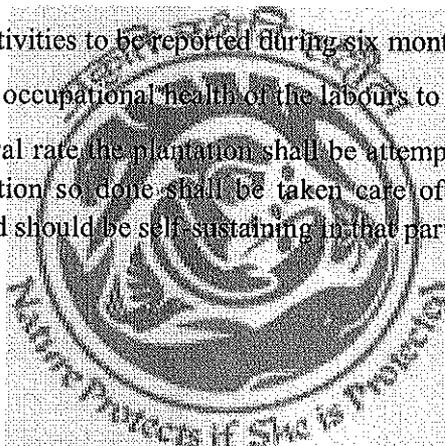
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82. The contact details of the proponent and the name of the consultant are given below -

Name of the Contact person with Designation	Mr. Krishnendu Sadhukhan, Managing Director, West Bengal Mineral Development and Trading Corporation Limited
Address	13, Nellie Sengupta Sarani, 2 nd Floor, Kolkata - 700087, West Bengal.
Email	wbmdtcltd@gmail.com
Telephone Number	22522170
Name of the Environmental Consultant	M/s. Indian Mine Planners and Consultants

83. Additional conditions

- i. Status of the need-based activities to be reported during six monthly progress report.
- ii. Basic amenities, safety and occupational health of the labours to be provided.
- iii. To enhance success/ survival rate the plantation shall be attempted during the first two years of the project life and the plantation so done shall be taken care of during the rest of the project life. Species of the plant selected should be self-sustaining in that particular region.



Signature Not Verified
 Digitally signed by Shri
 Kaliyamurthi Balamurugan
 Member Secretary
 Date: 8/18/2023 5:36:20 PM



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

AN 171232

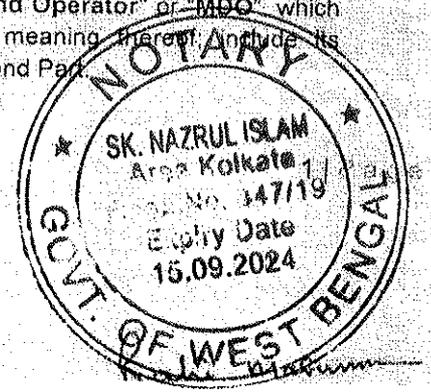
THIS FINAL AGREEMENT is entered at Kolkata, West Bengal on the 22nd day of November, 2023 BETWEEN

West Bengal Mineral Development and Trading Corporation Limited (WBMDTCL) having its office at 3rd Floor, DJ-10(WBIDC Building), DJ Block, Sector II, Salt Lake City, Kolkata - 700091, India, appointed as Designated Agency by State Government to govern the excavation, transportation, storage, sale and consumption of sand as per Section 1.5 of The West Bengal Sand Mining Policy, 2021 dated 30th July 2021. (hereinafter referred to as the "Designated Agency"/ "WBMDTCL", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns), of the First Part.

AND

Rahi Masum, Bidder ID: 2291168 an Individual and having its registered office at Dhumdangi, P.O.: Haptlagachh, Chopra, Uttar Dinajpur, 733202, West Bengal, West Bengal. (hereinafter referred to as the "Mine Developer and Operator" or "MDO" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of Second Part.

[Handwritten signatures and dates]
 20/11/23





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AN 171233

THIS FINAL AGREEMENT is entered at Kolkata, West Bengal on the 22nd day of November, 2023
BETWEEN

West Bengal Mineral Development and Trading Corporation Limited (WBMDTCL) having its office at 3rd Floor, DJ-10(WBIIDC Building), DJ Block, Sector II, Salt Lake City, Kolkata - 700091, India, appointed as Designated Agency by State Government to govern the excavation, transportation, storage, sale and consumption of sand as per Section 1.5 of The West Bengal Sand Mining Policy, 2021 dated 30th July 2021. (hereinafter referred to as the "Designated Agency"/ "WBMDTCL", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns), of the First Part.

AND

Rahi Masum, Bidder ID. 2291168 an Individual and having its registered office at Dhumdangl, P.O. Haptiagachh, Chopra, Uttar Dinajpur, 733202, West Bengal West Bengal (hereinafter referred to as the "Mine Developer and Operator" or "MDO", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of Second Part.

[Handwritten signature]

SK. NAZRUL ISLAM
 Area Kolkata
 Reg. No. 147/19
 Expiry Date / P
 15.09.2024
 GOVT. OF WEST BENGAL
Rahi Masum

NON JUDICIAL STAMP

SL. NO. 1536 DATED 16/4/23

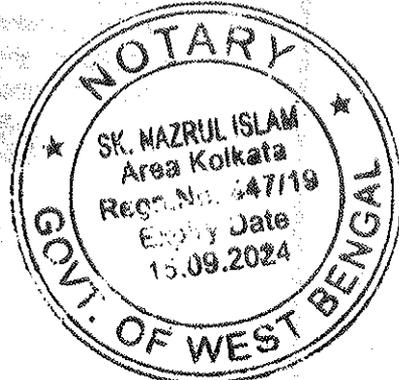
NAME RAHI MASUM

OF Falchohad, Sonapur, Chobra

VALUE RS. 100/- RUPEES : HUNDRED ONLY.

(Signature)

BIKRAM PAUL
GOVT. STAMP VENDOR
INO - 171/PM OF 2015



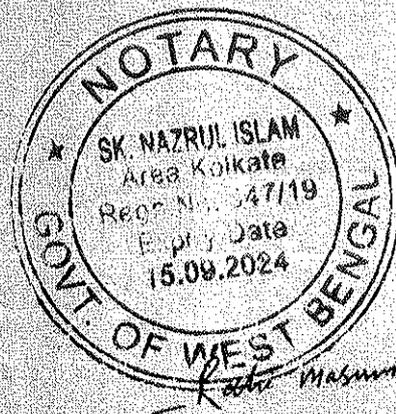
- 66 -

WHEREAS:

- (A) 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. Its scope of mining activities has grown rapidly in the recent few years, and the operations of WBMDTCL span across coal mining, stone quarries, quartz, feldspar, granite, apatite, china clay, fire clay etc.
- (B) As per the West Bengal Sand Mining Policy - 2021 (West Bengal Gazette notification No. 284-ICE/O/MIN/GEN-MIS/02/2021 dated 30-07-21 and West Bengal Sand (Mining, Transportation, Storage and Sale) Rules, 2021, The West Bengal Gazette notification No. 48-ICE/O/MIN/GEN-MIS/17/2021 dated 25-01-2022, sand deposits have been given to WBMDTCL on management basis. WBMDTCL is interested in selection of a suitable contractor for obtaining statutory clearances, if required, Mining, Transportation, Stocking, Loading and Sale of sand to buyers
- (C) WBMDTCL published an Expression of Interest vide notice no MDTC/SAND/02/011 dated 10.09.2021 for "Empanelment of operators for excavation and transportation of sand from sand blocks to stockyards/depots, setting up and maintenance of stockyards/depots, loading sand on the vehicle and sale of sand to end-consumer in the state of West Bengal" from the designated sand blocks under 2 (Two) categories and has empaneled MDOs for participation in the e-auction stage for award of work. The list of the empaneled bidders is uploaded in the WBMDTCL website vide memo no: MDTC/Sand/002/1027 dated 30th December 2021.
- (D) Upon finalization of the empaneled bidders, WBMDTCL published Request for Proposal (RFP) of Selection of Mine Developer and Operator (MDO) of MIN_OD_9 Sand Blocks (Only for Category A) UDN_7_31122022_A07 dated 31.12.2022, accordingly, the empaneled bidders participated in the e-auction process and one bidder is selected as "H1 bidder".
- (E) The Preferred bidder has submitted the 50% of the Advance Premium Amount for the first year within 15 days from the date of issuance of Notice to the H1 bidder by WBMDTCL and rest 50% of the Advance Premium Amount for first year prior to signing this agreement. After successful submission of the 1st installment of Advance Premium Amount for first year, WBMDTCL issued a letter of intent (LOI). On receipt of LOI acceptance, the Preferred Bidder has been declared as Successful Bidder.
- (F) The Successful Bidder in collaboration with WBMDTCL has obtained all the statutory approvals such as Mining Plan/ Obtained the environment clearance, CTO/CTE to commence the production of sand.
- (G) After obtaining all the statutory clearances and submission of premium guarantee and rest 50% of the Advance Premium Amount for 1st year, Premium Fee Guarantee, Performance Security, Additional Performance Security (if applicable), Successful Bidder enters into this Sand Mining Agreement with the WBMDTCL on appropriate Stamp Paper

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

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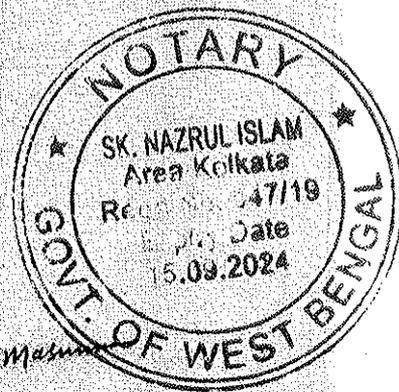


Article 1. Definition sand Interpretations

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1.1. Definitions

- 1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed there to here in clause 1.1.2, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.
- 1.1.2 In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:
- "Additional Performance Security"** means the Bank Guarantee submitted by Successful Bidder in accordance with Clause 8.1 of this Agreement
- "Advance Premium Amount"** means the amount submitted by Successful Bidder in accordance with Clause 8.1 of this Agreement.
- "Applicable Laws"** shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.
- "Appointed date"** : date as per clause 4.1.6 shall be the appointed date
- "Approvals"** mean Mine Plan Approval, Environment Clearance, Forest Clearance (if needed), Consent to Establish (CTE) Consent to Operate (CTO), and all other approvals, licenses, permits, consents, and permissions necessary under Applicable Law in respect of the scope of work under this RFP for mining, transportation, stocking and loading of sand and sale including performance of any obligation or exercise of any right by a Party herein.
- "Authority"** shall mean any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity having jurisdiction over the subject matter(s) in question.
- "Bid"** shall mean the Bid submitted by Bidder to WBMDTCL in response to the RFP and subsequent correspondence between Bidder and WBMDTCL in this regard, accepted by WBMDTCL in relation to the matters set out in the Tender.
- "Bidder"** means any entity which has been Empanelled by WBMDTCL with reference to the EOI notice number MDTC/SAND/02/011 The list of the empanelled bidders is uploaded in the WBMDTCL website vide memo no: MDTC/Sand/002/1027 dated 30th December 2021.
- "cft"** means cubic foot of material as defined by Legal Metrology Rules.
- "Claim"** means any claim, notice, demand, debt, account, action, expense, cost, lien, liability, proceeding, litigation (including reasonable legal costs), investigation or judgment of any

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nature whatsoever, any losses, damages, charges, interest, assessments, penalties and settlements, including those arising out of or in relation to any claim, suit, arbitration, proceedings and all sums paid in relation to any compromise or settlement of any such claim, suit, arbitration or proceedings.

"Commencement Date of Work" shall be the date on which all statutory clearances are obtained for commencement of mining operation and sand stockyard if applicable. The work of Sand excavation, transportation etc. shall be started from the Commencement Date of work by the MDO.

"Designated Agency" shall refer to WBMDTCL which is appointed by West Bengal State Government to govern the excavation, transportation, storage, sale and consumption of sand in the state.

"Financial Year" or "Operational Year" means the period of 12 months commencing from April 01 of each year to the March 31 of the following year.

"Mine Developer and Operator" or "MDO" shall mean the Successful Bidder who has been duly appointed by WBMDTCL for assisting in obtaining statutory clearances, excavation & transportation of sand from sand blocks to stockyards if required, setting up and maintenance of stockyards, loading sand on the vehicle and sale of sand to end-consumer and includes their employees, agents, consultants, or sub-contractors.

"Minerals" means mineral or minerals as defined in The Mines Act 1952.

"Mining Operation" means any operations undertaken for the purpose of winning any mineral as defined in section 3 (d) of Mines and Minerals (Development and Regulation) Act, 1957.

"Performance Security" means the Bank Guarantee submitted by Successful Bidder in accordance with Clause 8.1 of this Agreement.

"Preferred Bidder" is the H1 Bidder who submitted the 50% of the Advance Premium Amount for the first year (1st installment)

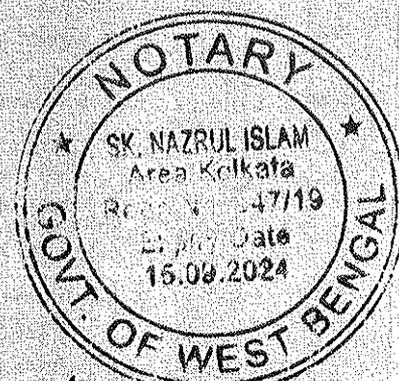
"Contract Period" shall mean 5 (five) years from the date of signing of the sand mining agreement or date of CTO whichever is later.

"Contract value" for sand block means the product of the Sand Premium per cft by the Successful Bidder and total estimated sand quantity for five years. Annual Contract Value shall be calculated by dividing the Contract Value by 5.

"Sand Mining" means excavation of sand from the specified sand block by deploying required resources such as manpower and machinery in line with the Sand Mining Agreement and approved sand mining plan, environmental clearance, CTO, CTE and all other applicable guidelines, clearances and permissions for the said purpose.

"Sand Mining Agreement (SMA)" or "Agreement" shall mean this Sand Mining Agreement (along with all Schedules and Annexure). The agreement will be signed pursuant to the submission of the Performance Security, Premium Fee Guarantee, Additional Performance Security, if applicable, Advance Premium Amount and after obtaining all statutory approvals.

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"Sand" means and includes ordinary sand, other than sand used for prescribed purposes, along with the stones, boulders, pebbles and gravels accumulated in the riverbed by natural phenomenon. Sand shall be referred to as one of the minor minerals specified at serial no. XXVII in the Gazette of India dated 10th February 2015.

"Sand Mining Rule" shall mean the West Bengal Sand (Mining, Transportation, Storage and Sale) Rules, 2021, as per The West Bengal Gazette notification No. 48-ICE/O/MIN/GEN- MIS/17/2021 dated 25.01.2022.

"Sand Premium" means premium as per the clause 12.1

"Stockyard" shall mean the area if required, identified by MDO and further demarcated for stocking the sand excavated by the MDO, and from where sale of sand to the prospective buyers shall be done.

"Successful Bidder" is the Preferred Bidder, submitted the 50% of the Advance Premium Amount of the first year and accepted the LOI.

"RFP Document" means this RFP document together with the schedules/ annexures and documents referred herein, including any addendum(s)/ corrigendum(s)/ amendment(s) to the RFP Document published by WBMDTCL.

"WBMDTCL" means West Bengal Mineral Development & Trading Corporation Ltd., a fully owned undertaking of the Government of West Bengal ("GoWB") incorporated as a company under the Companies Act, 1956 on 23 February 1973 under the direct administrative control of Department of Industry, Commerce & Enterprises.

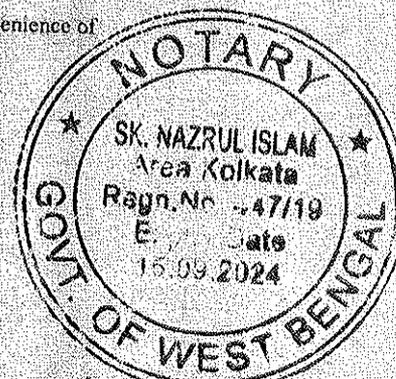
"Work" or "Scope of Work" means all the work required to undertaken by the MDO in accordance with Clause 2.1 of this Agreement.

1.2. Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

- (a) References to Applicable Laws or any provision thereof shall include amendment or re-enactment or consolidation of such Applicable Laws or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder. Reference to a statute shall include reference to rules, regulations or any other form of delegated legislation made there under.
- (b) references to laws of the State, laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted; and reference to any court is Indian court in Kolkata, West Bengal.
- (c) references to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns.
- (d) the table of contents, headings or sub-headings in this Agreement are for convenience of

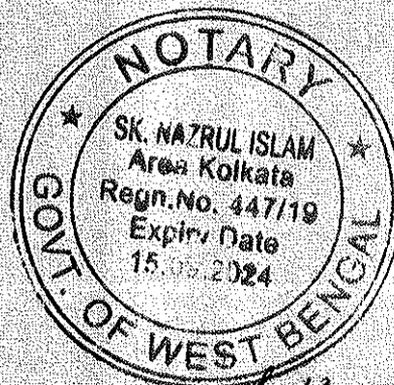
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- reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.
- (e) Any reference to any period of time shall mean a reference to that according to Indian Standard Time.
 - (f) any reference to "hour" shall mean a period of 60 (sixty) minutes.
 - (g) any reference to "day" shall mean a reference to a calendar day.
 - (h) references to a "business day" shall be construed as a reference to a day on which banks in the State of West Bengal are generally open for business.
 - (i) any reference to "month" shall mean a reference to a calendar month as per the Gregorian calendar.
 - (j) any reference to "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.
 - (k) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day.
 - (l) the words importing singular shall include plural and vice versa.
 - (m) references to any gender shall include male, female, and all other genders.
 - (n) "indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent.
 - (o) references to the "winding-up", "dissolution", "insolvency", or "re-organization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, re-organization, dissolution, arrangement, protection or relief of debtors.
 - (p) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party in this behalf and not otherwise.
 - (q) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
 - (r) references to Recitals, Articles, Clauses, Sub-clauses or sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses or sub-clauses, Provision and Schedules of, or to, this Agreement, references to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs, and references to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears.

1.3. Abbreviations

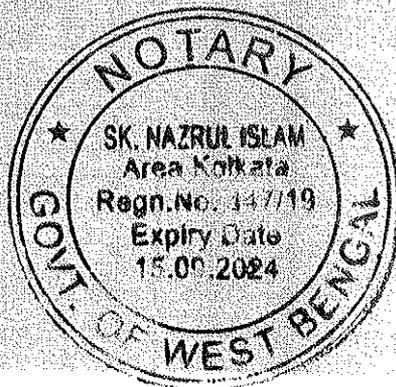
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Abbreviations	Full forms
CFT	Cubic Feet
EIA	Environment Impact Assessment
EMD	Earnest Money Deposit
EMP	Environment Management Plan
FY	Financial Year
WBMDTCL	West Bengal Mineral Development and Trading Corporation Limited
GOI	Government of India
GOWB	Government of West Bengal
HEMM	Heavy Earth Moving Machinery
IBM	Indian Bureau of Mines
INR	Indian National Rupees/Legal tender currency of India
WBSMP	West Bengal Sand Mining Policy
LOI	Letter of Inten
MoEF&CC	Ministry of Environment, Forest and Climate Change
MDO	Mine Developer and Operator
PS	Performance Security
RFP	Request for Proposal
RTGS	Real-time gross settlement
SMA	Sand Mining Agreement
TOR	Terms of Reference
CTO	Consent to Operate
CTE	Consent to Establish

1.4. Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down; provided that the drawings, engineering dimensions and tolerances may exceed 2 (two) decimal places, if required. As for the matter of convince, Sand production figures shall be quantified in cft (in case of figures in cum, it shall be converted in cft) and any financial figure shall be mentioned in INR.



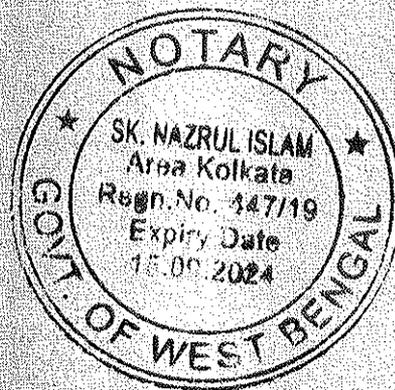
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PART II

SCOPE OF WORK AND OTHERS

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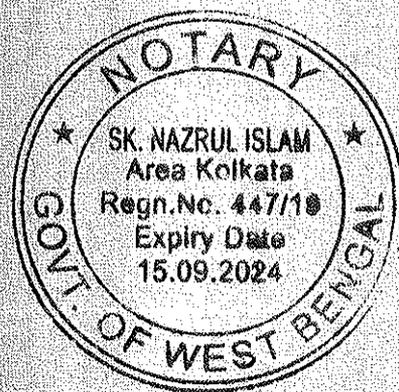
Article 2. Scope of Work

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2.1. Scope of the Work

The broad scope of work for MDO is as follows:

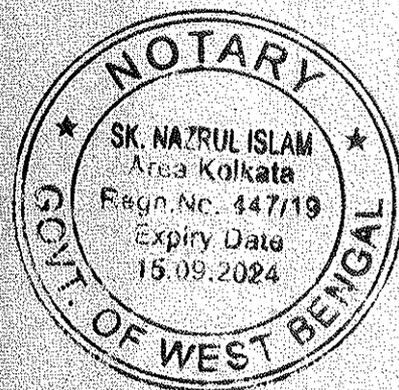
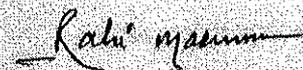
- 2.1.1 MDO, by itself or through some other party shall assist WBMDTCL to prepare required documents, Mine Plan and obtain Mine Plan approval, prepare EIA/EMP as required and obtain environment clearance including organizing public hearing (if applicable), prepare required documents & procure CTO, CTE and any other statutory approval from respective Authority for the Sand Blocks and the Stockyard, if applicable on behalf and in the name of WBMDTCL
- 2.1.2 MDO shall make all the statutory payments for obtaining statutory approvals. If any such statutory payments made by WBMDTCL shall be reimbursed by MDO at actuals on production of documentary evidence
- 2.1.3 MDO, by itself or through some other party, shall prepare any required regulatory documents including half-yearly air-water monitoring report etc., throughout the Contract Period for compliance with the requirements of EC and CTO/CTE or any other statutory clearances, if applicable on behalf and in the name of WBMDTCL. The payment of such reports shall be borne by MDO.
- 2.1.4 MDO shall assist WBMDTCL to procure CTE and CTO for a period of 5 years in the name of WBMDTCL for operating the sand block and sand stockyard if applicable.
- 2.1.5 MDO shall deploy manpower and equipment to excavate sand in accordance with the approved Mine Plan and conditions of Environmental Clearance and CTO/CTE.
- 2.1.6 MDO shall ensure that the excavation of sand from the sand block, and transportation of sand from sand block to stockyards/buyers is done only during such hours of the day as specified by approved Mine Plan and conditions of Environmental Clearance, CTO/CTE and Sand Mining Rule.
- 2.1.7 MDO shall develop and maintain the road from sand block to stockyards, stockyard to the main connecting road and sand block to the main connecting road as applicable and take all necessary steps in accordance with the approved Mine Plan and conditions of Environmental Clearance and CTO/CTE.
- 2.1.8 MDO shall secure perimeter of the dedicated sand bearing area to restrict illegal mining and shall be held responsible in case any illegal sand mining takes place at the designated sand block. The MDO shall make necessary investments and expenses to mitigate all environmental risks.
- 2.1.9 MDO shall maintain digital registers of daily excavation, transportation, stocking of sand at the sand block and at the stockyards as may be applicable and sale to the buyers.
- 2.1.10 MDO shall set up a display board at prominent place in the sand block, clearly mentioning name and category of sand block, area of the sand block, total deposit of sand, name of operator with contact numbers of manager and supervisor, name and contact numbers of contact person/in-charge in WBMDTCL to be contacted in case of a complaint, etc.
- 2.1.11 MDO shall maintain visitor register with respect to the sand block.

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- 2.1.12 MDO shall strictly adhere to the instructions given by WBMDTCL, with the approval of GoWB from time to time including for information technology related works and interventions.
- 2.1.13 MDO shall comply with all orders and judgments of judicial authorities including Hon'ble National Green Tribunals, Hon'ble High Court at Calcutta, and Hon'ble Supreme Court of India, and applicable laws, rules, regulations, notifications, government orders, policies, etc.
- 2.1.14 MDO shall make all arrangements for ensuring safety standards and prevention of occupational health hazards as required by orders and judgments of judicial authorities including Hon'ble National Green Tribunals, Hon'ble High Court at Kolkata, and Hon'ble Supreme Court of India; applicable laws, rules, regulations, notifications, government orders, policies, etc.; and best industry practices and standards.
- 2.1.15 In case MDO decides to develop and maintain stockyard, MDO shall, in its sole discretion, arrange all statutory permission in this regard. MDO shall arrange and facilitate for identification of land/area for stockyard within 3 km from the sand block, bear the cost of the rent with inclusive of taxes and inform WBMDTCL regarding the same. However, if suitable area is not available within the 3 Km from the sand block, MDO will seek permission with WBMDTCL along with supporting rationale. WBMDTCL may in its sole discretion to allow MDO for selection of area beyond 3 Km from the sand block.
- 2.1.16 MDO shall undertake activities including maintenance of approach road from stockyard to nearest access road with proper lighting arrangement in stockyard, public address system, proper management, and security of sand stockyard. MDO shall install CCTV cameras and always keep it operational at the stockyards as per requirements and instructions from WBMDTCL. CCTV feed shall be retained for at least last 15 days by the MDO.
- 2.1.17 All the aforesaid works shall be carried out by the MDO at its own cost. For the entire project WBMDTCL shall not incur any expenditure.
- 2.1.18 In addition to the Sand Premium, MDO shall deposit all statutory levies and taxes such as Royalty, DMP, Cess, all taxes, duties, and GST applicable.
- 2.1.19 The MDO shall carry out all the responsibilities as stated in Clause 5.1 diligently

Article 3. Appointment of MDO

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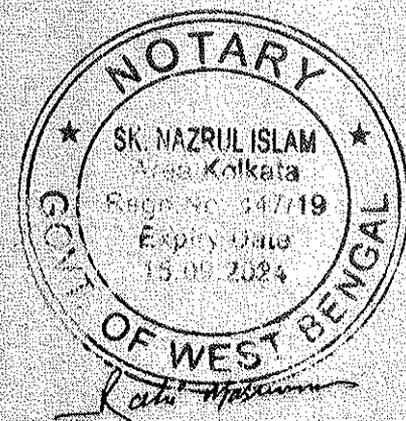
3.1. Appointment of MDO

- 3.1.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, WBMDTCL hereby appoints the MDO
- 3.1.2 The tenure of the Agreement ("Contract Period") shall be of 5 (five) years from the date of execution of Sand Mining Agreement.
- 3.1.3 During the period between the date of acceptance of LOI and date of expiry/termination of Sand Mining Agreement, all the terms and conditions of the RFP, subsequent corrigendum thereto, letter of award & Agreement will be applicable.
- 3.1.4 Notwithstanding anything stated in this Agreement, at any time, WBMDTCL reserves the right to terminate the contract after giving one-month prior notice with opportunity of hearing and shall be entitled to get any pending work completed at the MDO's risk and cost.
- 3.1.5 Subject to and in accordance with the provisions of this Agreement, the MDO shall be obliged or entitled (as the case may be) to:
- Access to the Site for the purpose of, and to the extent, conferred by the provisions of this Agreement.
 - finance and develop and operate the Sand Block, so as to produce sand as per the terms and conditions of this SMA on a sustainable basis, during the Contract Period, in accordance with the Approved Mining Plan and Environmental Clearance.
 - manage, operate, and maintain the Sand Block in accordance with this Agreement
 - sale of sand in accordance with the government rules and provisions of this Agreement
 - neither assign, transfer, or sub-let or create any lien or Encumbrance on this Agreement, hereby granted or on the whole or any part of the Project, transfer, exchange, lease or part possession thereof in any manner whatsoever, save and except as expressly permitted by this Agreement, and
 - perform and fulfil all the MDO's obligations under and in accordance with this Agreement.

3.2. Substitution of WBMDTCL

The Parties expressly agree that WBMDTCL may, in pursuance of any reorganization or restructuring, substitute itself by another entity, and upon such substitution, all the functions, rights and obligations of WBMDTCL under this Agreement shall be deemed to be transferred to the substituted entity in accordance with and subject to Applicable Laws. Provided however that, prior to any substitution hereunder, the Parties shall, on a best endeavor basis, make such arrangements and enter into such further agreements as may be necessary for performance of their respective obligations hereunder. Provided further that the creditworthiness of the substituted entity shall be substantially similar or greater as compared to WBMDTCL and in the event of any shortfall therein, credit enhancement shall be arranged by the substituted entity to bridge the gap.

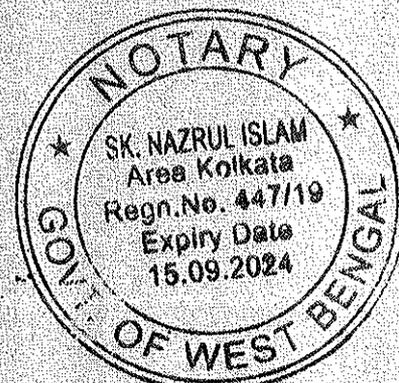
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3.3. Substitution by MDO

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No substitution of the work to be done by MDO as per the scope of work will be allowed.



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Article 4. Conditions Precedent

4.1. Condition Precedent

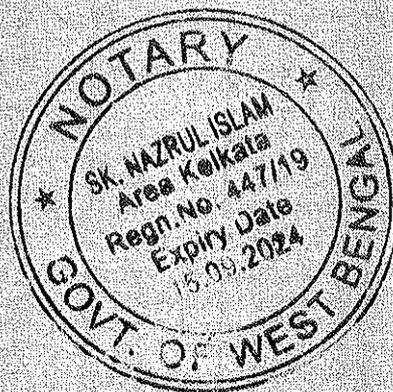
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- 4.1.1 The MDO as authorized representative of WBMDTCL and on its behalf shall satisfy the Condition Precedent on or before Appointed Date as detailed under approvals under clause 1.1 unless any such condition has been waived as provided in Clause 4.1 by WBMDTCL at any time in its sole discretion.
- 4.1.2 The MDO shall satisfy the Condition Precedent i.e., commencement of mining activities and assisting in obtaining all statutory clearances required for commencement of mining activities within 6 months from acceptance of LOI.
- 4.1.3 The MDO shall make all reasonable endeavors to satisfy the Condition Precedent within the time stipulated and shall provide the other Party with such reasonable co-operation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.
- 4.1.4 The MDO shall notify WBMDTCL in writing as per notice clause at least once in a month on the progress made in satisfying the Conditions Precedent. The MDO shall promptly inform WBMDTCL when any Condition Precedent has been satisfied.
- 4.1.5 Immediately upon the fulfillment of all the Conditions Precedent required to be fulfilled by the MDO under Clause 4.1 the MDO shall deliver to WBMDTCL, a notice in writing either in physical form or in electronic form (email) confirming that the Conditions Precedent set out in Clause 4.1, together with all necessary supporting documentation to support the statements in such notice (each a "CP Satisfaction Notice").
- 4.1.6 Upon receipt of the CP Satisfaction Notice from the MDO, WBMDTCL may verify the same. Upon WBMDTCL being satisfied that the Conditions Precedents have been fully satisfied in accordance with the Agreement, it shall certify and declare the satisfaction of all Conditions Precedent and the date of such certification and declaration shall be the "Appointed Date".

4.2. Damages for delay by the MDO

- 4.2.1 In the event that,
- (i) the MDO does not procure fulfillment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof (including any extension of time granted); and
 - (ii) the delay has not occurred as a result of failure to fulfill the obligations or breach of this Agreement by WBMDTCL or due to Force Majeure,
- WBMDTCL shall take reasoned decision to seek Damages calculated at 1% of the Annual Contract Value for per week of delay subject to a maximum of 10% of the Annual Contract Value. In case of continuation of such event of defaults, WBMDTCL may terminate the contract at its sole discretion as per clause 14.1.
- 4.2.2 In the event that,
- (i) any or all of the Conditions Precedent set forth in Clause 4.1.2 are not satisfied within the period specified in respect thereof, and





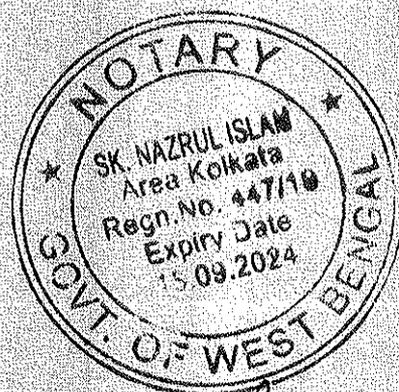


(ii) the delay has not occurred as a result of breach by the MDO or due to Force Majeure, WBMDTCL shall extend the time period for fulfillment of such conditions precedent based on mutual discussion and agreement with the MDO. WBMDTCL shall provide all reasonable assistance as may be required to ensure fulfillment of the condition's precedent specified in Clause 4.1.2 above expeditiously.

4.3. Commencement of Contract period

4.3.1 The Contract Period shall commence from the Date of signing of the sand mining agreement.

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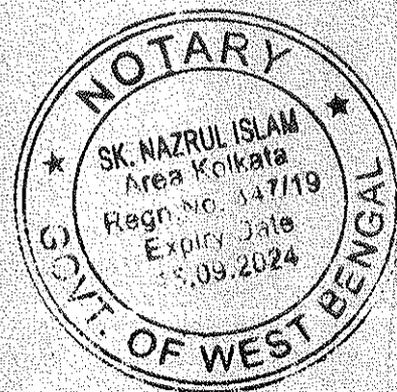
Article 5. Obligations of the MDO

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5.1. Obligations of the MDO

- 5.1.1 Subject to, and on the terms and conditions of this Agreement, the MDO shall, at its own cost and expense, procure, finance for, and undertake all the activities related to the design, engineering, procurement, construction and operation of the Sand Blocks & infrastructure for excavation, loading and sale of Sand, and shall observe, fulfill, comply with and perform all its responsibility set out in this Agreement or arising hereunder. The MDO shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
- a. The MDO shall ensure that the documents required for Mine Plan, Environment Clearance, CTE/CTO, any other approval shall be prepared by the people /organization having required qualification, certification & accreditation, as laid down in the relevant rules/ guidelines.
 - b. MDO shall provide a copy of appropriate certificates of the appointed party and MDO's agreement with the appointed party for the work mentioned in Clause above if any.
 - c. The MDO shall ensure that all the deployed machinery comply with the guideline of MOEF&CC, NGT, Motor Vehicle Act or any other Circular, regulation, guideline or direction of State or Central Government
 - d. The MDO shall ensure compliance of MOEF&CC, NGT and Order/Judgment of Honorable Court, Acts, Regulations or any regulatory or statutory requirements applicable to sand mining, transportation, stocking and loading activity.
 - e. The MDO shall abide by all Applicable Laws including West Bengal Minor Mineral Rule 2004 and its amendments, West Bengal Sand Mining Polley 2021, the Mines Act 1952, the Metalliferous Mines Regulations, 1961, the Mines and Mineral (Development and Regulation) Act, 1957, West Bengal Mineral (prevention of illegal mining, transportation and storage) Rules, 2017, West Bengal Sand (Mining, Transportation, Storage and Sale) Rules, 2021 and any other Applicable Law, Rules and Regulations and amended or promulgated from time to time
 - f. The MDO shall make all arrangements for ensuring safety standards as required by the Applicable Law and the best industry practices. MDO shall make all arrangements for prevention of occupational disease and creation of good work environment. In case of any breach of Applicable Law by the MDO and hence, penal sanctions on WBMDTCL, the same shall be recovered from MDO. MDO shall indemnify WBMDTCL in such occurrences.
 - g. The MDO shall employ, skilled manpower on the project and shall pay wages not less than the minimum wages as per minimum Wages Act, Child Labor (Prohibition & Regulation) Act, 1986, Contract Labor (Regulation and Abolition) Act, 1970, Employees Compensation Act, 1923 or such other legislations or award of the minimum wage fixed by Govt. of West Bengal or Union Govt. of India as may be applicable.
 - h. Payment of provident fund for the workmen employed by him for the work as per the laws prevailing under provision of EPF and allied scheme valid from time to time shall be the responsibility of MDO. MDO shall also submit copy of statutory returns to WBMDTCL.

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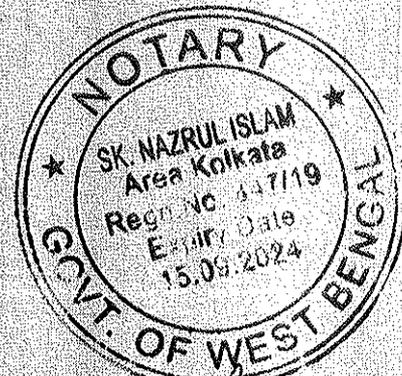
and in case of default, WBMDTCL may force compliance of aforesaid laws through coercive measures which may include suitable monetary deductions. The MDO shall comply with Labor license rules of the competent Authority as applicable for the specific Mining site.

- i. The MDO is responsible for the completion and supervision of the entire Scope of Work, either personally or through its qualified supervisory agents or staff acceptable to WBMDTCL. WBMDTCL can insist on employing more supervisory staff, if required, for efficient execution of the Work. The MDO hereby agrees to abide by the decision of WBMDTCL in this regard.
- j. All the personnel engaged by the MDO in connection with the performance of the Work shall be the employees of the MDO and no claim shall lie against WBMDTCL in respect of non-payment of wages or remuneration of any description due by the MDO to his/their employees or for any failure on the part of the MDO in the discharge of his /their obligations to his / their employee.
- k. In the event of WBMDTCL becoming liable for any claims by any person or persons as a result of applications of the provision of the said Acts and the Rules and Regulations and orders there under, WBMDTCL has the right to pass on the said amount to MDO for reimbursement or deduct the said amount from money already deposited by MDO with WBMDTCL.
- l. The MDO shall be responsible for protecting the property from any loss or damage from whatever causes at its own expense, during the entire Agreement. Any damage, if occurs, the MDO shall repair the same at its own expense to the satisfaction of WBMDTCL. The MDO shall be responsible on its own for monitoring of its material, storage areas, store house, equipment yard etc., as may be required. WBMDTCL shall not accept any responsibility for protection of the MDO's equipment, tools and materials.
- m. The MDO shall maintain all the records of the sand sold in the digital format.
- n. The MDO intends to keep stockyard, MDO shall, in its sole discretion, arrange all statutory permission in this regard and shall arrange and facilitate for identification of land/area for stockyard within 3 km from the sand block, bear the cost of the rent with inclusive of taxes. MDO shall undertake activities including maintenance of approach road from stockyard to nearest access road with proper lighting arrangement in stockyard, public address system, proper management, and security of sand stockyard. MDO shall install CCTV cameras and always keep it operational at the stockyards as per requirements and instructions from WBMDTCL.
- o. The MDO shall ensure that the activities in the sand mine shall not have adverse impact on livelihood, public health or any other social issues on any of the habitants or dwellers in the neighborhood of the sand mine.

5.2. Obligations relating to Taxes

- 5.2.1 In addition to the Sand Premium, MDO shall deposit all statutory levies and taxes such as Royalty, DMF, Cess, Income Tax and GST as applicable.

5.3. Obligations relating to Mining Plan and Environmental Clearance (EC)



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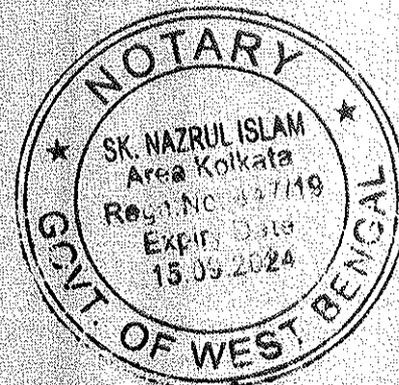
The MDO shall at all times conform to the provisions of the Mining Plan and EC as specified in Schedule-f and g, or any modification thereof, as may be approved in accordance with Applicable Laws.

5.4. Obligations in relation to transportation

The MDO shall ensure transportation of the Sand to the Stockyard, if any is in accordance with Standard Industry Practice, Applicable Laws, directives issued by any competent authorities. The MDO shall undertake all necessary precautions in relation to ensuring the safety and quality of the Sand in transit. MDO shall be responsible for transportation of sand from Sand Block to stockyard or loading of sand from Sand Blocks/stockyard to trucks of the customers at its own cost.

5.5. Obligations in relation to public infrastructure

If required and advised by WBMDTCL, MDO shall be responsible for removal/ diversion/ relocation of any public infrastructure, including but not limited to roads, factories, power lines (HT and LT) etc. at its own cost required to perform the Scope of the Work.



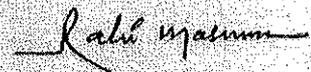
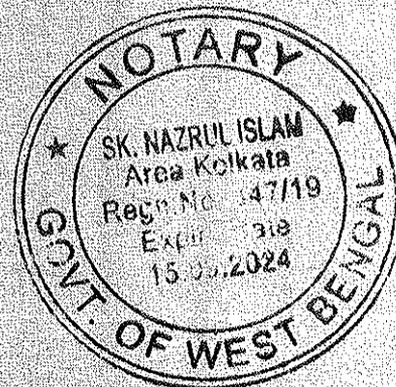
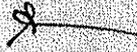
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Article 6. Obligations and Rights of WBMDTCL

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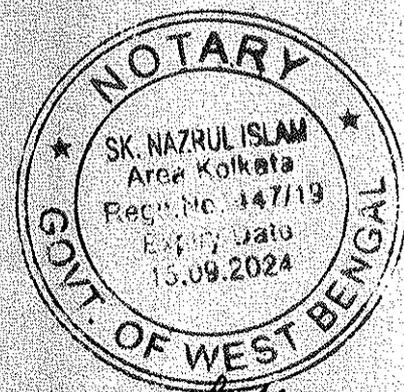
6.1. Obligations and Rights of WBMDTCL

- 6.1.1 WBMDTCL agrees to provide support to the MDO and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following:
- (a) permit access to the Site.
 - (b) if required, depute its representatives for participation in public hearings for the purposes of procuring environmental and forest clearance in accordance with Applicable Laws.
 - (c) not do or omit to do any act, deed or thing which may in any manner violate any of the provisions of this Agreement.
 - (d) WBMDTCL shall seek Liquidated Damages in case of occurrence of Events of Default mentioned in Clause 14.1.
- 6.1.2 WBMDTCL has right but not an obligation to be the first buyer and the price would be the average selling price of sand by MDO in the last 1 (one) month as recorded in the centralized portal. This is subject to a maximum of 20% of annual production capacity (As per Environmental Clearance for the year).



Article 7. Disclaimer**7.1. Disclaimer**

- 7.1.1. The MDO acknowledges that prior to the execution of this Agreement, the MDO has, after a complete and careful examination, made an independent evaluation of the Bid Document, Scope of the Work, Specifications and Standards, Site, existing structures, local conditions, physical qualities of ground, subsoil and geology and all information provided by WBMDTCL or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. WBMDTCL makes no representation whatsoever, express, implicit, or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, statement, or information provided by it and the MDO confirms that it shall have no claim whatsoever against WBMDTCL in this regard. In this context, MDO has submitted the Site Visit certificate during the tender process.
- 7.1.2. The MDO acknowledges and hereby accepts the risk of inadequacy, mistake, or error in or relating to any of the matters set forth in Clause 7.1.1 above and hereby acknowledges and agrees that WBMDTCL shall not be liable for the same in any manner whatsoever to the MDO, the Successful Bidder and its Associate or any person claiming through or under any of them.
- 7.1.3. The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 7.1.1 above shall not vitiate this Agreement or render it voidable.
- 7.1.4. In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 7.1.1, that Party shall immediately notify the other Party, specifying the mistake or error; provided however, that a failure on part of WBMDTCL to give any notice pursuant to this Clause 7.1.1 shall not prejudice the disclaimer of WBMDTCL contained in Clause 7.1.1 and shall not in any manner shift to WBMDTCL any risks assumed by the MDO pursuant to this Agreement.
- 7.1.5. Except as otherwise provided in this Agreement, all risks relating to the Agreement shall be borne by the MDO and WBMDTCL shall not be liable in any manner for such risks or the consequences thereof.

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Article 8. Security Amount

8.1. Security Amount

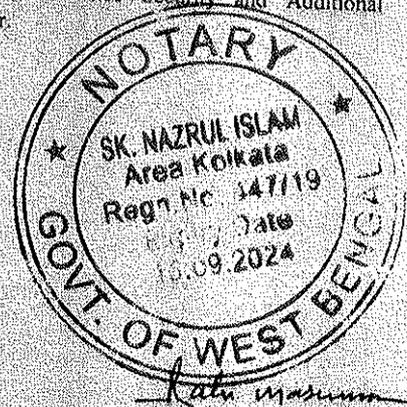
The MDO shall, as a security for the performance of its obligations under this Agreement, provide/submitted to WBMDTCL the followings:

Sl. No	Parameters	Amount	Payment Details
1.	Advance Premium Amount for the 1st year (rate quoted by H1 bidder * 1 year production capacity estimated)	<u>1st Installment (50%)</u> INR 1,13,45,024/- (INR One Crore Thirteen Lakh Forty Five Thousand Twenty Four Only) online submission through online NIC auction portal.	Reference No LOI/2022- 2023/974996852 6/01 Date 09/01/2023 Rs. 1,17,37,000/-
		<u>2nd Installment (50%)</u> INR 1,13,45,024/- (INR One Crore Thirteen Lakh Forty Five Thousand Twenty Four Only) online submission through online NIC auction portal.	Reference No SD12247908379 2320001 Date 16/11/2023 Rs. 1,09,53,048/-
2.	Premium Fee Guarantee (equal to One-year premium amount)	INR 56,72,512/- (INR Fifty Six Lakh Seventy Two Thousand Five Hundred Twelve Only) In the form of bank guarantee from a scheduled Commercial Bank valid for 5 years.	Reference No 0505223BG0002 345 Date 17/11/2023 Rs 56,72,512/-
3.	Performance Security (3% of work value as per FD norms)	INR 34,03,507/- (INR Thirty Four Lakh Three Thousand Five Hundred Seven Only) in the form of a Bank Guarantee from a Scheduled Commercial Bank in India, valid for contract period + 6 months	Reference No 0505223BG0002 344 Date 17/11/2023 Rs 34,03,507
4.	Additional Performance Security (10% of work value)	Additional Performance Security shall be decided by WBMDTCL on case-to-case basis, shall be submitted in the form of Bank Guarantee from a Scheduled Commercial Bank in India payable at Kolkata, West Bengal valid for contract period + 6 months (if applicable)	Not Applicable

8.1.1 The Performance Security shall be maintained and kept valid and effective and in full force until the date that occurs 6 (six) months after the expiry of the Contract Period.

8.1.2 The Advance Premium Amount, Premium fee guarantee, Performance Security and Additional Performance Security, if any shall not bear any interest whatsoever.

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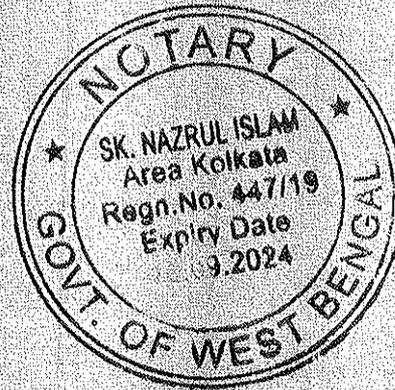


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8.1.3 Advance Premium Amount shall be paid online annually from the 2nd year onwards at the beginning of the 2nd year/3rd year/4th year/5th year of operation as the case maybe. Excavation permit from second year onwards shall only be generated after payment of the advance premium amount

8.2. Appropriation of Security Amount

8.2.1 WBMDTCL shall, without prejudice to its other rights and remedies hereunder, in law or equity, have the unqualified right to encash and appropriate the Advance Premium Amount, Performance Security and Additional Performance Security, if any, in part or in full, in the event of a failure or default of the MDO/Successful Bidder(s) to comply with its/their obligations hereunder, including a MDO Default, the MDO's failure to meet any Condition Precedent, or the MDO's failure to pay any sums (including Damages) due hereunder.



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Article 9. Other Terms and Conditions

9.1. Sand Premium

- a) Sand Premium is the premium amount per CFT that MDO will be willing to pay to the Government along with executing complete scope of work viz. obtaining statutory clearances, mining, transportation, stocking, sand loading, development of stockyard, if applicable, sale etc.
- b) Sand Premium is exclusive of Royalty, DMF, Cess, all taxes, duties, and GST applicable which shall be deposited by the MDO in addition to the sand premium quoted.

9.2. Selling of sand

- a) MDO shall sell the sand from the mining area and/or stockyards as applicable, as the procedure laid down in West Bengal Sand (Mining, Transportation, Storage and Sale) Rules, 2021. MDO shall register itself for sale of for each block on the centralized portal
- b) MDO shall sell the sand using the centralized portal only.
- a) At any point of time, WBMDTCL has right to be the first buyer and the price would be the average selling price of sand by MDO in the last 1 month as recorded in the centralized portal. This is subject to a maximum of 20% of annual production capacity (AS per Environmental Clearance for the year).

9.3. Payment terms

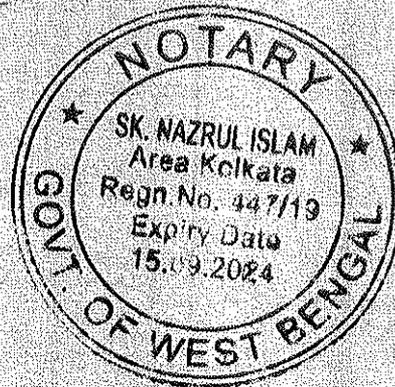
- a) MDO shall deposit the amount of sand premium through the centralized portal as specified in Clause 8.4.
- b) In addition to the Sand Premium, MDO shall deposit all statutory levies and taxes such as Royalty, DMF, Cess, all taxes, duties, and GST applicable
- c) Any taxes payable by the Bidder which are not incidental to the Work, including income tax, any such duties on electricity & water, operation, or management expenses etc., shall not be paid or reimbursed by WBMDTCL.

9.4. Escalation/de-escalation of Sand Purchase Price:

The premium quoted by the bidder shall remain fixed for the Contract Period of the assignment.

9.5. Right over Sand Block

- a) Neither MDO nor any other person claiming through or under MDO shall have or at any time claim to have any property, right, title or interest in the Sand Block or lease. However, title to all MDO's Equipment and other movable assets belonging to MDO at the Mine for the performance of Works shall remain the property of MDO.
- b) Except for the duties and obligations mentioned in the Tender, no interest in the sand block is being transferred to the MDO. It is clarified that the possession or control of the Mine shall remain with WBMDTCL.



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9.6. Legal Jurisdiction

Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of Kolkata Court only.

9.7. Indemnification

The Contractor will indemnify, defend and hold WBMDTCL harmless against any and all proceedings, actions and, third party claims for loss, damage and expense of whatever kind and nature arising out of the construction, operation, safety, environment, maintenance and closure of the Mine, or arising out of a breach or negligence by MDO and/or its officers, servants, agents, subsidiaries, and other related parties of any of its obligations under this Agreement.

9.8. Notices

Any notice or other communication to be given by any party to the other party under or in connection with the matters contemplated by this agreement shall be in writing and shall

- a. In the case of MDO be given by email and by letter delivered by hand to the address given and marked to the attention of the person set out below

Attention: Rabi Masun

Designation: Proprietor

Address: Dhundang, P.O. Haptagachh, Chopra, Uttar Dinajpur, 7332022, West Bengal

Email: masunrah44@gmail.com

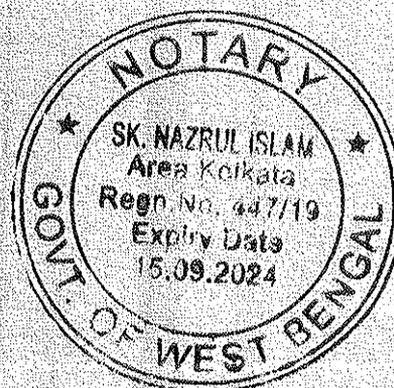
- b. In case of WBMDTCL be given by email and by letter delivered by hand to the address given and marked to the attention of the person set out below

Name: P. Mohangandhi

Designation: Managing Director, WBMDTCL

Address: DJ-10, DJ Block, Sector-II, Saltlake City, Kolkata-700091

Email: tenderwbmdtel@gmail.com



Rabi Masun

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Article 10. Access to the Site**10.1. Procurement of the Site**

- 10.1.1 Following the Day of signing of agreement, MDO shall be responsible for taking over physical possession of the Site and undertaking the associated activities in respect thereof, at its own cost and expense. WBMDTCL shall facilitate the same as the project proponent.
- 10.1.2 The MDO shall maintain around-the-clock vigil over the Site and shall ensure and procure that no encroachment there on takes place, and in the event of any encroachment or occupation on any part here of, the MDO shall report such encroachment or occupation forthwith to WBMDTCL and undertake its removal at its own cost and expense.
- 10.1.3 The MDO shall, if so required, procure/lease any additional land required for the stockyard, if any, in accordance with this Agreement. MDO shall be responsible for acquiring/renting such additional land at its own cost.

10.2. Protection of Site from Encumbrances

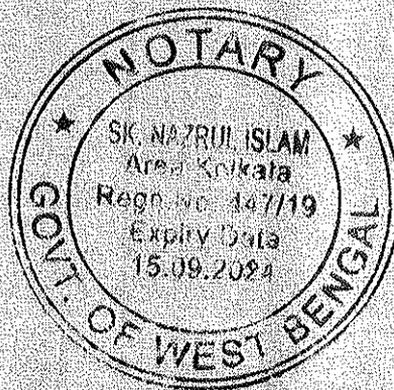
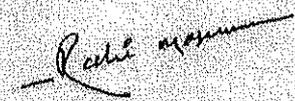
During the Contract Period, the MDO shall protect the Site and the Sand Blocks from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Contractor or other person claiming through or under the MDO to place or create any Encumbrance or security interest over all or any part of the Site, the Sand Blocks and/or the Project Assets, or on any rights of the MDO therein or under this Agreement, save and except as otherwise expressly permitted in this Agreement.

10.3. Special/ temporary right of way

The MDO shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Site. The MDO shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes of the Sand Blocks and the performance of its obligations under this Agreement.

10.4. Prohibited use of the Site

- a) The MDO shall not, without the WBMDTCL Representative's written consent:
- (i) use or allow the Site to be used for any purpose other than for the provision of SMA; or
 - (ii) undertake or permit to be undertaken any improvements to the Site beyond the scope of the Approved Mining Plan; or
 - (iii) do or allow any actor omission on the Site which may result in any breach or revocation of the Mining Lease or any other Approvals.
- b) The MDO shall not:

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- (i) do or allow any illegal or offensive act or omission on the Site.
- (ii) do or allow any act or omission which causes a nuisance or disturbance or damage to any other person using the Site or using or occupying any land in the vicinity of the Site, except as may be reasonably required in performance of the Mining Services.
- (iii) do or allow any act or omission which results in the WBMDTCL incurring any liability or becoming bound by any obligation in respect of the Site, except as expressly agreed to by the Owner.

10.5. Existing utilities and roads

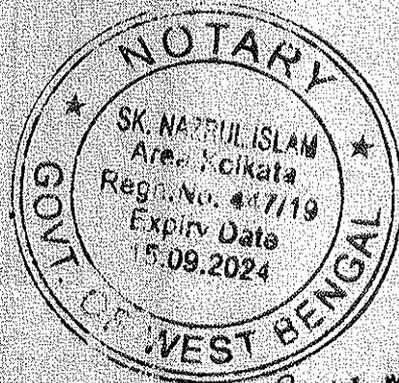
Notwithstanding anything to the contrary contained herein, the MDO shall ensure that the respective entities owning the existing roads, right of way or utilities on, under or above the Site are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the approval of the controlling body of that road or right of way, and WBMDTCL shall, upon written request from the MDO, may initiate and undertake at the MDO's cost, legal proceedings for acquisition of any right of way necessary for such diversion.

10.6. Shifting of obstructing utilities

The MDO shall, subject to Applicable Laws and with assistance of WBMDTCL, undertake shifting of any utility including electric lines (LT/ HT), water pipes and telephone cables, to an appropriate location or alignment within or outside the Site, if and only if, such utility causes or shall cause a Material Adverse Effect on the development, operation or maintenance of the Sand Blocks. The cost of such shifting shall be borne by MDO.

10.7. Trees

MDO should obtain permission from WBMDTCL before under taking any tree cutting activities, if required. MDO shall be responsible for enumeration, permission of the state government for cutting of the trees.

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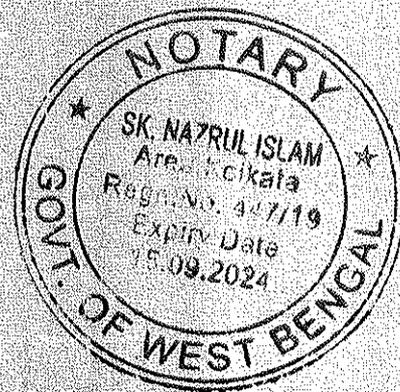
Article 11. Development of the Sand Blocks/ Stockyards

11.1. Development of Sand Blocks/Stockyards with Safety Requirements

- 11.1.1 The MDO shall design, finance, develop and operate the Sand Blocks and Equipment having a capacity to excavate and Deliver the Annual Capacity in accordance with the Approved Mining Plan and Environmental Clearance.
- 11.1.2 The MDO shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Standard Industry Practice for securing the safety of the Sand Blocks, Equipment, and individuals on or about the Site. In particular, the MDO shall develop, implement, and administer surveillance and safety Programme for providing a safe environment on or about the Sand Blocks, and shall comply with the safety requirements.
- 11.1.3 MDO shall aim at Zero accident Potential at its workplace. The MDO shall be responsible for the safety of the MDO's personnel while they are on the Sites.
- 11.1.4 All costs and expenses arising out of or relating to Safety Requirements shall be borne by the MDO. In case of any compensation/penalty payable by WBMDTCL as per applicable laws on account of safety concerns/ injuries/ fatalities etc., such compensation/ penalty applicable on WBMDTCL shall be deducted from running bills of MDO/ Performance Security of MDO as applicable.

11.2. Security of the Sand Blocks/ Stockyards

- 11.2.1 The MDO shall at all times procure the safety and security of the Sand Blocks, Equipment, Sand, and all persons in or about the Sand Blocks.
- 11.2.2 The MDO shall be responsible for the security of sand.
- 11.2.3 The MDO shall install security and surveillance equipment such as CCTV cameras, Geo Fencing, Electronic Surveillance system, security Guards, etc., in conformity with Applicable Laws and Standard Industry Practice to ensure and procure the safety and security of its personnel, Sand Blocks, Equipment.

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Article 12. Production of Sand

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12.1. Production of Sand

12.1.1. The MDO shall excavate and Sale Sand to Buyers in accordance with the Annual Production Capacity specified in this Article 11. The yearly production quantity shall be subdivided in to quarterly plan and the same shall be submitted by MDO after obtaining all the statutory clearances. WBDTCL reserves right to make changes in the quantity to be produced and the same shall be communicated in writing to MDO at-least in one-month advance.

12.2. Annual Production Program

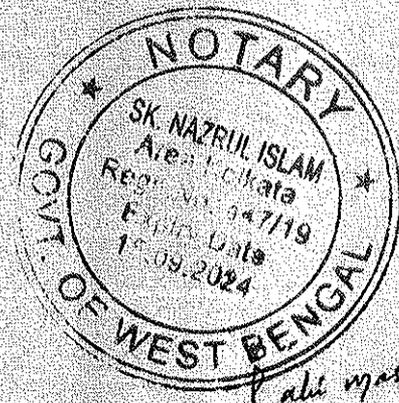
12.2.1. Subject to the provisions of Clause 11.1, the MDO shall excavate and Sale Sand in accordance with the Approved Mining Plan and Environmental Clearance for each Accounting Year. The schedule of Sand Production as per the Approved Mining Plan and Environmental Clearance is given below:

Accounting year	Annual Production Plan
	Sand (In cft) as per approved Environmental Clearance (subject to the replenishment study)
1	18,75,210
2	14,00,220
3	14,00,220
4	14,00,220
5	14,00,220
Total	74,76,090

[Signature]

Note: The Year-wise capacity mentioned as per the Environment Clearance shall be considered as the Annual Production Plan of MDO subject to the replenishment study report.

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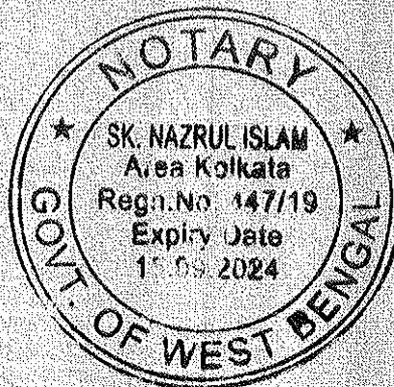


Article 13. Force Majeure

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13.1. Force Majeure

- a) Force Majeure means an act, event or cause which is beyond the reasonable control of WBMDTCL or MDO, and not involving WBMDTCL or MDO's fault or negligence, including but not limited to:
- i. Acts of God, lightning strikes, earthquake, cyclones, floods, storms, and any natural disaster.
 - ii. Acts of war, acts of public animosity, terrorism or civil commotion.
 - iii. Takeover of Quarry by the Government and/ or any agency designated by government resulting in complete loss of production.
 - iv. Regulatory changes in the mining laws prohibiting raising; and
 - v. Any prohibitory/restrictive order passed by a Court or by any government Authority.
- b) For avoidance of any doubt, it is clarified that any delay or non-performance by MDO on any account shall not be considered as Force Majeure.
- c) If a Party (the "Affected Party") becomes unable to carry out its obligations under this Agreement due to Force Majeure:
- the Affected Party must give to the other Party prompt written notice within 10 days of its occurrence and reasonable particulars of the Force Majeure and so far, as is known, the probable extent to which the Affected Party shall be able to perform or be delayed in performing its obligation.
 - the other Party may give notice to the Affected Party of the extent to which the other Party's ability to comply with its obligations shall be affected by the Affected Party's inability to comply with its obligations.
 - the relevant obligations of the Affected Party and the other Party, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure; and
 - the Affected Party must use all possible diligence to overcome or remove the Force Majeure as quickly as possible.
- d) Force Majeure does not include breakdown of machinery or Equipment and other disruptions which are caused by negligence or otherwise on the part of MDO and/ or WBMDTCL.
- e) The burden of proof to qualify some event as Force Majeure falls on the Affected Party and the Affected Party should provide sufficient documents to substantiate its claim. The Decision of Managing Director, WBMDTCL shall be final and binding in this regard.
- f) In the event of either Party giving a Force Majeure notice, the Parties must meet promptly, or each should use reasonable endeavors to reach a mutually acceptable solution to alleviate any hardship or unfairness caused by either party as a result of the circumstances constituting the Force Majeure.
- g) In the event of Force Majeure, the rights and privileges under this Agreements remains suspended.
- h) Nothing in this Clause 13.1 "Force Majeure" prevents WBMDTCL, during the continuation of



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any Force Majeure claimed by MDO, from taking any reasonable measure, including engaging third parties to perform the obligations of the MDO, for the purpose of mitigating any loss that it may incur as a result of any such Force Majeure.

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise mean (with respect to either Party) any event or circumstances or combination of events or circumstances:

- (a) which materially and adversely affects, prevents, delays any Party in the performance of its obligations under this Agreement and
- (b) could not have been foreseen, prevented, overcome or remedied by the affected Party by exercising a standard of care and diligence consistent with Good Industry Practices including natural calamity, landslide(excluding pit and dump failure)
- (c) Denial or withdrawal of permission/Approvals by any Govt. Authorities for activities relevant to the Project.

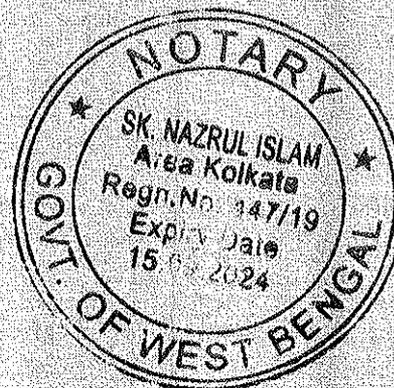
The Party whose performance is so affected by Force Majeure is called as the "Affected Party".

13.2. Procedure on occurrence of an event of Force Majeure

Immediately upon any occurrence of an event of Force Majeure or, in any event, no later than 10 (ten) days following such occurrence, the Party affected by such event of Force Majeure event shall:

- (a) notify the other Party and provide documentary proof of the existence of an event of Force Majeure, and such notice and proof to include:
 - i. the particulars of the event giving rise to such Force Majeure claim, in as much detail as is then reasonably available,
 - ii. its current estimate of the extent to which, and the period during which, the performance of such Party will be affected by such event of Force Majeure, and
 - iii. the particulars of the program to be implemented to ensure prompt and full resumption of such Party's normal performance under this Agreement.
- (b) thereafter provide interim reports of the status of the event of Force Majeure, reasons for continued existence of the event of Force Majeure and an estimate of the anticipated duration of the event of Force Majeure; and
- (c) upon request in writing by the other Party, give or procure access insofar as is reasonably practicable to do so for a reasonable number of representatives of that other Party at that other Party's sole risk and cost, to examine the scene of the relevant event or circumstances of Force Majeure.

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Article 14. Event of Default and Termination

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The provision for termination contained in this Article 14 are in addition to the rights of termination provided to WBMDTCL or the MDO elsewhere in the Agreement.

14.1. Events of Default

14.1.1. Subject to Applicable Laws and save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred as below:

- a) Delay in production of Sand by more than 1 (one) month from signing of Sand Mining Agreement of Work due to fault of the MDO.
- b) The quantity of Sand to be excavated by the MDO falls short of more than 25% of the Scheduled Yearly Capacity as per the approved Mining Plan/ EC/ CTO.
- c) The MDO has materially defaulted and failed to comply with the terms and conditions set in the Tender Document and the Agreement.
- d) The production of Sand is discontinued by MDO without valid issue, for more than a continuous period of 6 (six) months.
- e) MDO is found to be involved in any type of illegal mining/illegal transportation/illegal sale/illegal storage of sand.
- f) MDO fails to pay any of the Advance Premium Amount as per the timeline specified in Clause 8.1.6.
- g) MDO fails to provide sand as per Clause 6.1.4 upon request by WBMDTCL at the set terms and conditions.

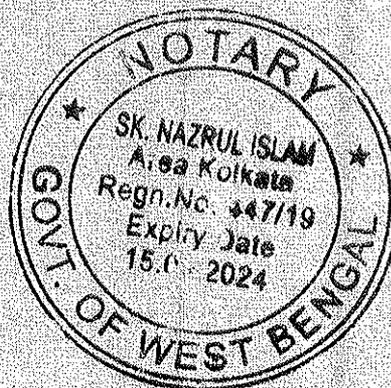
14.2. Liquidated damages

14.2.1. In the case of the occurrence of Events of Default as mentioned in Clause 14.1.1 (a), WBMDTCL shall take reasoned decision to seek Liquidated Damages calculated at 1% of the Annual Contract Value for per week delay subject to a maximum of 10% of the Annual Contract Value. In case of continuation of such Event of Defaults, WBMDTCL may terminate the contract as per its discretion. The termination shall be governed by Clause 14.3

14.2.2. In case of occurrence of Events of Default as mentioned in Clause 14.1.1 (b), WBMDTCL shall take reasoned decision to seek liquidity damages for the shortfall in production quantity as per the below table:

Shortfall in production	Damages to be paid by the MDO
Less than or equal to 25%	Nil
More than 25% and less than equal to 50%	10% of Performance Security
More than 50%	20% of Performance Security

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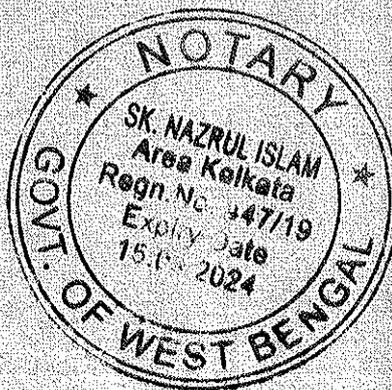
- 95 -

- 14.2.3. In case of the shortfall in production is more than 30%, occurs in three quarters during the contract period, WBMDTCL shall be entitled to terminate the contract and performance security, Premium Fee Guarantee, Additional performance security (if applicable) shall be forfeited.
- 14.2.4. In case of the occurrence of Events of Default as mentioned in Clause 14.1.1(c), 14.1.1(d), 14.1.1(e), 14.1.1(f) and 14.1.1(g) WBMDTCL shall be entitled to invoke 100% of the Performance Security, Premium Fee Guarantee, and Additional Performance Security (if applicable) provided by the MDO. WBMDTCL shall also be entitled to seek termination of contract under such circumstances. The termination shall be governed by Clause 14.3.

14.3. Termination for MDO Default

- 14.3.1. In case of the repeated occurrence of Events of Default as mentioned in Clause 14.1.1(a), due to the fault of MDO, WBMDTCL may terminate the Agreement by written notice and shall invoke the Performance Security and Additional Performance Security as applicable and full Advance Premium Amount provided by the MDO.
- 14.3.2. In case of the occurrence of Events of Default as mentioned in Clause 14.1.1(b) in three quarters during the contract period, WBMDTCL may terminate the Agreement by written notice.
- 14.3.3. In case of the occurrence of Events of Default as mentioned in Clause 14.1.1(c), 14.1.1(d), 14.1.1(e), 14.1.1(f) and 14.1.1(g), WBMDTCL after taking appropriate action against the MDO, WBMDTCL may terminate the Contract and in case of termination, WBMDTCL shall invoke the Performance Security, Additional Performance Security as applicable provided by the MDO.
- 14.3.4. WBMDTCL may terminate the Agreement by written notice to the MDO if:
- Any Approval (including mining plan, environment clearance, CTO, CTE, or any other license, permit, consent or permission required for the operation of the sand block) is cancelled, suspended or revoked due to fault of the MDO, WBMDTCL shall invoke the Performance Security, Additional Performance Security as applicable and Advance Premium Amount provided by the MDO in case of such a termination.
 - The MDO is declared insolvent or goes into liquidation or receivership or if any act is done or events occurs which has a similar effect to any of the foregoing acts or events.
 - The MDO is in serious breach of the agreement or any Applicable Law or regulation affecting the Work.
 - The MDO assigns any part of the scope of work/ role/ responsibility of MDO under the Sand Mining Agreement without prior written intimation or consent of WBMDTCL.
 - The MDO assigns complete scope of work/ role/ responsibility of MDO under the Sand Mining Agreement to any other organization.
 - Any other reason or cause which may be detrimental to the interests of WBMDTCL.
 - All obligations hereunder incurred prior to and which by their nature would continue beyond the cancellation, termination, or expiration of the Agreement shall survive such termination.
 - In the event of the expiration or termination of the Agreement mentioned in Clause 14.3.1 to Clause 14.3.4, the MDO shall remove all the MDO's Employees, sub-contractors, all its Equipment and its goods and materials from the Sand Block within 15 days from the receipt of the termination notice.

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- (i) Upon receipt of the termination notice, MDO shall not sale sand from the block and stockyard as applicable. However, if sand is available in stockyard and MDO wants to sale the same in the open market, MDO has to take prior written permission from WBMDTCL for execution of sale
- (j) In case of any penal action taken against the MDO as per Clause 14.1, Clause 14.2, Clause 14.3, then in addition to the provisions the empanelment of the MDO shall be liable to be terminated by WBMDTCL
- (k) If a delay or failure by a Party to perform its obligations due to Force Majeure event as per Clause 14.1, exceeds 6 (six) continuous months, the other Party may terminate this Agreement by giving a notice in writing to the Affected Party. In case of termination of Agreement due to Force Majeure, the Performance Security shall be returned to the MDO.
- (l) Nevertheless, where WBMDTCL reserves the right to terminate this Agreement, the Managing Director, WBMDTCL at its sole discretion can decide not to terminate the Agreement.
- (m) In such case, when WBMDTCL decides not to terminate the Agreement, for reasons agreed in writing, the MDO shall have to clear all its dues payable to WBMDTCL before restoration of Agreement.
- (n) Notwithstanding anything stated in Clause 14.3.4.g and Clause 14.3.4.h above, WBMDTCL may decide to insert or waive off any suitable terms and condition for restoration of Agreement which shall be binding on MDO.

14.4. Termination by convenience

During the period of contract, WBMDTCL at any point of time reserves the right to terminate the contract in public interest.

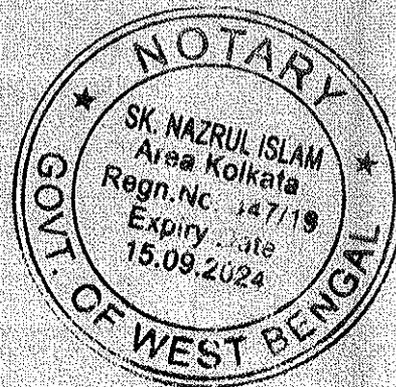
14.5. Show cause / notice

Ⓐ In case of an occurrence of a MDO's Default, WBMDTCL may issue the MDO a written notice confirming its intent to terminate this Agreement.

Such notice shall:

- i. state that it is a notice under Clause 14.1 of this Agreement; and
- ii. specify the alleged event along with supporting information/documents that WBMDTCL may have.





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Article 15. Rights to Work at the Site

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15.1. Rights to Work at the Site

For the purpose of this Agreement, the MDO shall have rights to the use of the Site in accordance with this Agreement, and to this end, it may regulate the entry and use of the Sand Blocks by third parties in accordance with and subject to the provisions of this Agreement.

15.2. Access rights of WBMDTCL and others

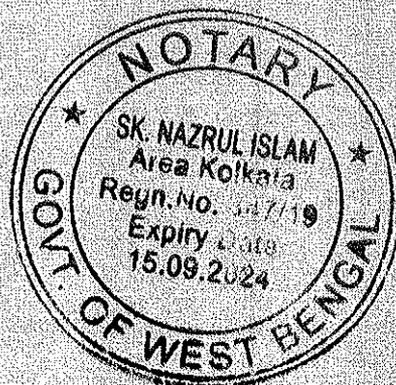
The MDO shall allow free access to the Site at all times for the authorized representatives of WBMDTCL, and for the persons duly authorized by any Government Authority to inspect the Sand Blocks and to investigate any matter within their authority, and upon reasonable notice, the MDO shall provide to such person's reasonable assistance necessary to carry out their respective duties and functions.

The MDO shall, for the purpose of operation and maintenance of any utility or road specified in Article 11 allow free access to the Site at all times for the authorized persons and vehicles of the controlling body of such utility or road.

15.3. Restriction on sub-letting

The MDO shall not lease, sub-license or sub-let the whole or any part of the Site, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the MDO to appoint Contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Sand Blocks.

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Article 16. Miscellaneous**16.1. Entire Agreement**

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This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written understandings, offers or other communications of every kind pertaining to this Agreement, save and except any obligations of the Parties arising out of the Bid Documents, shall stand superseded.

16.2. Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

16.3. Counterparts

This Agreement may be executed in three counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

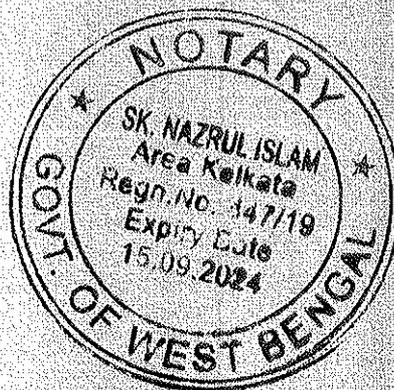
16.4. Confidentiality

(a) Each Party shall maintain in strict confidence and protect the confidentiality of all the provisions and contents of this Agreement and of all information, reports, data, software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof and any reports, digests or summaries created or derived from any of the foregoing that is provided by one Party to the other Party and any other kind of confidential information and shall not disclose any such confidential information to any third party without the prior written consent of the other Party, provided, however, that each Party shall be entitled to disclose confidential information to its respective Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company and to officers, directors and employees of such Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company who need to know such confidential information for furtherance of the provisions of this Agreement, provided that such Party shall ensure that such Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company and its officers, directors and employees do not disclose further such confidential information; and provided that the receiving party shall use the same degree of care and protection to protect confidential information received by it from the disclosing Party as it uses to protect its own confidential information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care which an ordinary prudent person will exercise.

(b) Notwithstanding Clause 16.4 (a), each Party may disclose confidential information to the extent that such confidential information:

- a. was in the public domain prior to its delivery to such Party or after such delivery if it becomes part of the public domain without breach of any confidentiality obligations by

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the receiving Party under this Agreement:

- b. was obtained from a third party with no known duty to maintain its confidentiality.
 - c. is required to be disclosed by Applicable Laws (including the Right to Information Act 2005) or judicial or administrative or arbitral process or by any Authority.
 - d. is provided to professional advisors, agents, auditors or representatives of a Party as is reasonable under the circumstances; provided, however, that Party receiving such confidential information shall require such Persons to undertake in writing to keep such confidential information confidential and shall use its best efforts to ensure compliance with such undertaking and further provided that such disclosure is necessary to enable such Party to perform or comply with, or to protect or enforce its rights under, this Agreement.
- (c) The Parties agree that upon termination/expiry of this Agreement, the receiving Party shall promptly deliver to the disclosing Party confidential information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the receiving Party or its Subsidiary (ies) and/or Holding Company and/or Subsidiary(ies) of its Holding Company or directors, officers, employees or advisors based on confidential information and promptly certify such destruction, provided that each Party may retain a copy of any confidential information which is required to be kept by that Party pursuant to Laws or which is required to form part of the permanent records of such Party.

Name of Authorized Signatory of WBMDTC Ltd

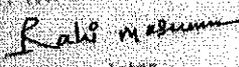
Name of the MDO

Name: Sudip Chakroborty 

Name RAHI MASUM

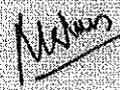
Designation: Company Secretary
WEST BENGAL MINERAL DEVELOPMENT
AND TRADING CORPORATION LIMITED
Signature with Seal
WBMDTC BUILDING, 3rd FLOOR, DJ-10, DJ BLOCK
SECTION-II, SALT LAKE, KOLKATA-700091

Designation Proprietor

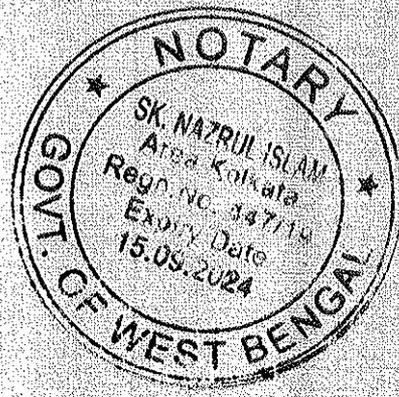
Signature with Seal
RAHI MASUM

Proprietor

Witnesses (Name and Designation)

Witnesses (Name and Signature)

1. 

1. Ranjan Das
540-12 Hafizuddin
Vill - Milk BASH
P.O - Shikharshapur
Ps - Istampur
Dist - udayanagar
PIN - 733202
MOB - 9614932252





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Government of West Bengal

Annexure - D

Excavation Permit [NOT FOR SALE]

Permit No : 41717/S/23-24/181223042443/PT

Permit Date : 18/12/2023

Where as it appears that **RAHI MASUM**, MDO or authorized person of the Sand block **Mahananda [2369/SB2023]**, P.S - **CHOPRA, UTTAR DINAJPUR** has applied for excavation permit for extraction of sand / riverbed materials on **01/12/2023**.

Where as it also appears that payment for such extraction has been done on **18/12/2023**. The MDO has deposited Royalty, Cess, Contribution to DMF, TDS and Convenience Fees for excavation of **100000.00** cft sand / riverbed materials accordingly in the following manner :-

SI No	Head of A/C Description	Head Of A/c	Amount(Rs)
1	Royalty-Collection of Royalties from Mines and Minerals-Royalties	0029-00-104-002-09	302000.00
2	Cess-Collection Of Royalties from Mines and Minerals-Royalties-other receipts		15000.00
3	DMF		30200.00
4	Income Tax		6040.00
5	Convenience Fees (Including GST)		7127.00
6	Prescribed Cost		0
7	Penalty/Other Charges	0029-00-104-002-27	0.00
Total			360367.00

The payment of **Rs 360367.00** /- vide Bank Transaction Reference Number **BRN42127126** dated **18/12/2023** has been approved in the system on **18/12/2023**.

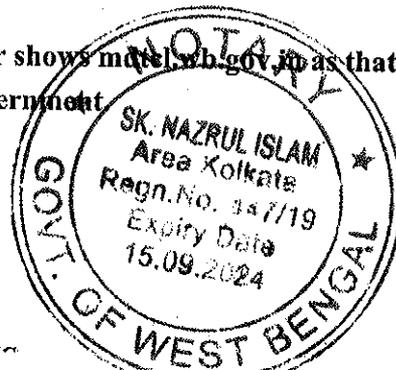
Hence, Prayer for Excavation Permit for **100000.00** cft of sand / riverbed materials is hereby allowed in favour of **RAHI MASUM**, in respect of the Sand block **Mahananda [2369/SB2023]** under **CHOPRA** Dev. Block with the validity from **04/12/2023** to **20/01/2024**.

Memo No : 018/17

Dated : 18/12/2023

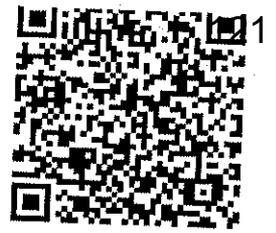
Additional District Magistrate &
District Land and Land Reforms Officer UTTAR DINAJPUR

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Government of West Bengal

Excavation Permit [NOT FOR SALE]

Permit No : 42320/S/23-24/311223040321/PT

Permit Date : 31/12/2023

Where as it appears that RAHI MASUM , MDO or authorized person of the Sand block Mahananda [2369/SB2023], P.S - CHOPRA, UTTAR DINAJPUR has applied for excavation permit for extraction of sand / riverbed materials on 22/12/2023 .

Where as it also appears that payment for such extraction has been done on 31/12/2023. The MDO has deposited Royalty Cess, Contribution to DMF, TDS and Convenience Fees for excavation of 200000.00 cft sand / riverbed materials accordingly in the following manner :-

Sl No	Head of A/C Description	Head Of A/c	Amount(Rs)
1	Royalty-Collection of Royalties from Mines and Minerals-Royalties	0029-00-104-002-09	604000.00
2	Cess-Collection Of Royalties from Mines and Minerals-Royalties-other receipts		30000.00
3	DMF		60400.00
4	Income Tax		12080.00
5	Convenience Fees (Including GST)		14254.00
6	Prescribed Cost		0
7	Penalty/Other Charges	0029-00-104-002-27	0.00
Total			720734.00

The payment of Rs 720734.00 /- vide Bank Transaction Reference Number BRNIGAQQNPVM6 dated 31/12/2023 has been approved in the system on 31/12/2023 .

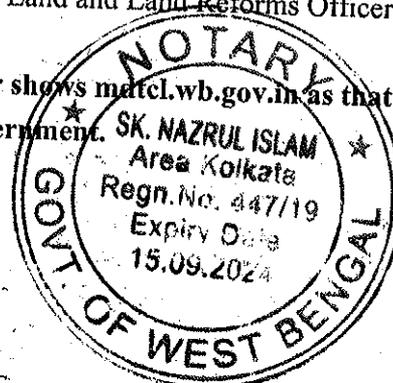
Hence, Prayer for Excavation Permit for 200000.00 cft of sand / riverbed materials is hereby allowed in favour of RAHI MASUM, in respect of the Sand block Mahananda [2369/SB2023] under CHOPRA Dev. Block with the validity from 22/12/2023 to 05/02/2024.

Memo No : 018/18

Dated : 30/12/2023

Additional District Magistrate & District Land and Land Reforms Officer UTTAR DINAJPUR

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Government of West Bengal

Excavation Permit [NOT FOR SALE]

Permit No : 43228/S/23-24/200124062032/PT

Permit Date : 20/01/2024

Where as it appears that **RAHI MASUM**, MDO or authorized person of the Sand block **Mahananda [2369/SB2023]**, P.S - **CHOPRA, UTTAR DINAJPUR** has applied for excavation permit for extraction of sand / riverbed materials on **19/01/2024**.

Where as it also appears that payment for such extraction has been done on **20/01/2024**.

The MDO has deposited Royalty, Cess, Contribution to DMF, TDS and Convenience Fees for excavation of **200000.00** cft sand / riverbed materials accordingly in the following manner :-

SI No	Head of A/C Description	Head Of A/c	Amount(Rs)
1	Royalty-Collection of Royalties from Mines and Minerals-Royalties	0029-00-104-002-09	604000.00
2	Cess-Collection Of Royalties from Mines and Minerals-Royalties-other receipts		30000.00
3	DMF		60400.00
4	Income Tax		12080.00
5	Convenience Fees (Including GST)		14254.00
6	Prescribed Cost		0
7	Penalty/Other Charges	0029-00-104-002-27	0.00
Total			720734.00

The payment of Rs **720734.00** /- vide Bank Transaction Reference Number **BRNIGAQTDOQW8** dated **20/01/2024** has been approved in the system on **20/01/2024**.

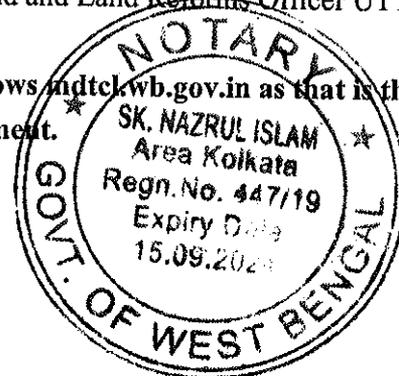
Hence, Prayer for Excavation Permit for **200000.00** cft of sand / riverbed materials is hereby allowed in favour of **RAHI MASUM**, in respect of the Sand block **Mahananda [2369/SB2023]** under **CHOPRA** Dev. Block with the validity from **19/01/2024** to **20/02/2024**.

Memo No : 018/21

Dated : 20/01/2024

Additional District Magistrate &
District Land and Land Reforms Officer UTTAR DINAJPUR

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Government of West Bengal

Excavation Permit [NOT FOR SALE]

Permit No : 43342/S/23-24/290124042453/PT

Permit Date : 29/01/2024

Where as it appears that **RAHI MASUM** , MDO or authorized person of the Sand block **Mahananda [2369/SB2023]**, P.S - **CHOPRA, UTTAR DINAJPUR** has applied for excavation permit for extraction of sand / riverbed materials on **24/01/2024** .

Where as it also appears that payment for such extraction has been done on **29/01/2024**.

The MDO has deposited Royalty , Cess, Contribution to DMF, TDS and Convenience Fees for excavation of **500000.00** cft sand / riverbed materials accordingly in the following manner :-

Sl No	Head of A/C Description	Head Of A/c	Amount(Rs)
1	Royalty-Collection of Royalties from Mines and Minerals-Royalties	0029-00-104-002-09	1510000.00
2	Cess-Collection Of Royalties from Mines and Minerals-Royalties-other receipts		75000.00
3	DMF		151000.00
4	Income Tax		30200.00
5	Convenience Fees (Including GST)		35636.00
6	Prescribed Cost		0
7	Penalty/Other Charges	0029-00-104-002-27	0.00
Total			1801836.00

The payment of **Rs 1801836.00** /- vide Bank Transaction Reference Number **BRNWMDT170720** dated **29/01/2024** has been approved in the system on **29/01/2024** .

Hence, Prayer for Excavation Permit for **500000.00** cft of sand / riverbed materials is hereby allowed in favour of **RAHI MASUM**, in respect of the Sand block **Mahananda [2369/SB2023]** under **CHOPRA** Dev. Block with the validity from **25/01/2024** to **08/03/2024**.

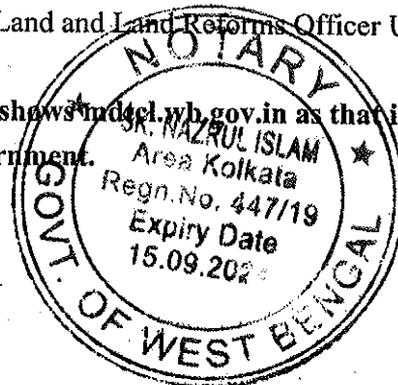
Memo No : 018/22

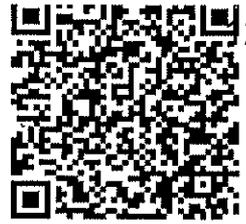
Dated : 24/01/2024

Additional District Magistrate &

District Land and Land Reforms Officer UTTAR DINAJPUR

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Government of West Bengal

Excavation Permit [NOT FOR SALE]

Permit No : 43826/S/23-24/160224040916/PT

Permit Date : 16/02/2024

Where as it appears that **RAHI MASUM**, MDO or authorized person of the Sand block **Mahananda [2369/SB2023]**, P.S - **CHOPRA, UTTAR DINAJPUR** has applied for excavation permit for extraction of sand / riverbed materials on **12/02/2024**.

Where as it also appears that payment for such extraction has been done on **16/02/2024**.

The MDO has deposited Royalty, Cess, Contribution to DMF, TDS and Convenience Fees for excavation of **500000.00** cft sand / riverbed materials accordingly in the following manner :-

SI No	Head of A/c Description	Head Of A/c	Amount(Rs)
1	Royalty-Collection of Royalties from Mines and Minerals-Royalties	0029-00-104-002-09	1510000.00
2	Cess-Collection Of Royalties from Mines and Minerals-Royalties-other receipts		75000.00
3	DMF		151000.00
4	Income Tax		30200.00
5	Convenience Fees (Including GST)		35636.00
6	Prescribed Cost		0
7	Penalty/Other Charges	0029-00-104-002-27	0.00
Total			1801836.00

The payment of **Rs 1801836.00** /- vide Bank Transaction Reference Number **BRNWMDT174855** dated **16/02/2024** has been approved in the system on **16/02/2024**.

Hence, Prayer for Excavation Permit for **500000.00** cft of sand / riverbed materials is hereby allowed in favour of **RAHI MASUM**, in respect of the Sand block **Mahananda [2369/SB2023]** under **CHOPRA** Dev. Block with the validity from **14/02/2024** to **28/03/2024**.

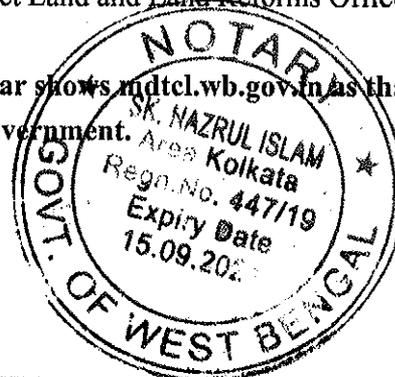
Memo No : 018/25

Additional District Magistrate &

Dated : 15/02/2024

District Land and Land Reforms Officer UTTAR DINAJPUR

On QR code scanning pl check that the website address bar shows **mdtcl.wb.gov.in** as that is the only genuine website of the government.





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Government of West Bengal

Excavation Permit [NOT FOR SALE]

Permit No : 44074/S/23-24/050324021322/PT

Permit Date : 05/03/2024

Where as it appears that RAHI MASUM , MDO or authorized person of the Sand block Mahananda [2369/SB2023], P.S - CHOPRA, UTTAR DINAJPUR has applied for excavation permit for extraction of sand / riverbed materials on 23/02/2024 .

Where as it also appears that payment for such extraction has been done on 05/03/2024.

The MDO has deposited Royalty Cess, Contribution to DMF, TDS and Convenience Fees for excavation of 375000.00 cft sand / riverbed materials accordingly in the following manner :-

Sl No	Head of A/C Description	Head Of A/c	Amount(Rs)
1	Royalty-Collection of Royalties from Mines and Minerals-Royalties	0029-00-104-002-09	1132500.00
2	Cess-Collection Of Royalties from Mines and Minerals-Royalties-other receipts		56250.00
3	DMF		113250.00
4	Income Tax		22650.00
5	Convenience Fees (Including GST)		26727.00
6	Prescribed Cost		0
7	Penalty/Other Charges	0029-00-104-002-27	0.00
Total			1351377.00

The payment of Rs 1351377.00 /- vide Bank Transaction Reference Number BRNWMDT176885 dated 29/02/2024 has been approved in the system on 05/03/2024 .

Hence, Prayer for Excavation Permit for 375000.00 cft of sand / riverbed materials is hereby allowed in favour of RAHI MASUM, in respect of the Sand block Mahananda [2369/SB2023] under CHOPRA Dev. Block with the validity from 20/02/2024 to 05/04/2024.

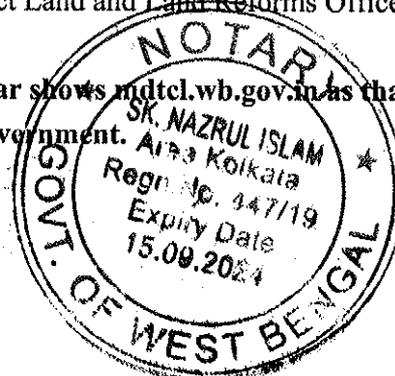
Memo No : 018/27

Dated : 28/02/2024

Additional District Magistrate &

District Land and Land Reforms Officer UTTAR DINAJPUR

On QR code scanning pl check that the website address bar shows mdcl.wb.gov.in as that is the only genuine website of the government.



BEFORE THE HON'BLE
NATIONAL GREEN TRIBUNAL
EASTERN ZONE, KOLKATA

In the matter of :
O. A. No.72/2024/EZ.

And

In the matter of :
Tanvir Alam & Ors.

Applicants

-- Versus --

The State of West Bengal & Ors.
Respondents



**COUNTER AFFIDAVIT ON
BEHALF OF THE
RESPONDENT NO.5.**

Soumya Mukherjee
Advocate

Enrollment No.

F/619/512/2020

11, Old Post Office Street

2nd Floor, Kolkata-700001

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