

RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LIMITED.

OFFICE OF THE SUPERINTENDING ENGINEER (FUEL-II)

Second Floor, Dreamax Plaza, Sahkar Marg

Jaipur-302001 (Rajasthan)

Tender Document

for

Sale/Collection of ESP Dry Fly Ash generated
from Chhabra Thermal Power Plant Unit-1 to 4
Through E-Auction

NIT No. RVUN/SE (Fuel-II)/Jaipur/TN-11/ 2022-23

RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LIMITED.
OFFICE OF THE SUPERINTENDING ENGINEER (FUEL-II)
FUEL WING, JAIPUR

SECTION – A

INSTRUCTION TO BIDDER

1.0 INTRODUCTION & DEFINITION:-

Rajasthan Rajya Vidyu Utpadan Nigam Limited (RRVUNL), a company registered under Company Act-1956 and having its registered office situated at Vidyut Bhawan near Vidhan Sabha, JAIPUR. The bid for sale/collection of ESP dry fly ash for RVUN coal based thermal power plants located at Chhabra in District Baran will be received online on schedule date as mentioned in tender specification.

SELLER: - Wherever appearing in this specification would mean FuelWing, RVUN, Jaipur and shall include the person authorized to place an order and person authorized for execution of Work Order at RVUN plants under this tender.

BUYER: - Buyer means and includes the Company / Firm / Agency in whose favour Letter of Intent shall be issued by the authorized officer of the SELLER.

CONTRACT:-Contract means and includes Notice inviting bid and Terms & Condition of Contract (TCC), general and special instructions issued from time to time by seller, bid documents, letter of acceptance of bid, accepted schedule of rates, formal agreement, LOI/Work Order and all these documents taken together and as modified from time to time in writing, shall be deemed to form part of the contract and shall be complimentary to each other.

2.0 PREPARATION OF BID:-

2.01 Before submission of the bid, the bidders are requested to make themselves fully conversant with the technical specifications, RPCB / CPCB constraints for transporting /handling of the ESP dry fly ash, nature of work, the site conditions, general & special conditions of contract etc. so that no ambiguity arises at a later date in this respect. They may visit the actual site working conditions and nature of work.

2.02 SELLER reserves the right to revise or amend the bid documents prior to the last date for submission of Techno-commercial bids and also the right to postpone the date for presentation and opening of Techno-commercial bids without assigning any reason.

2.03(A) Bidders are requested to adhere to all clauses of the contract form and general conditions to facilitate finalization of the contract. In case they are unable to do so they should state any particular clause or condition which is not acceptable to them and should suggest alternative for consideration. Any clarification with regard to the specification should be sought for by the bidder before submission of the bid. No correspondence on this account will be entertained once the bid has been submitted by the bidder.

(B) The bidder shall acquaint themselves fully and thoroughly with the terms & conditions and limitations including the scope, requirement and statutory regulations conforming to which and subject to which the services are to be performed. Failure to do the same will not absolve

- the bidder of their obligations and duties under the contract, nor shall any claim whatsoever is entertained on the plea of ignorance /overlooking.
- 2.04 If the bidders deliberately give wrong information in his bid, SELLER reserves right to reject such bid at any stage.
- 2.05 Bid documents are not transferable.
- 2.06 SELLER shall not be liable for expenses incurred by the bidder in the preparation of the bid whether his bid is accepted or not.
- 2.07 The bidder shall treat the details of specification and other documents as private and confidential and they shall not be reproduced anywhere without the written authorization of SELLER.
- 2.08 SELLER does not bind itself to accept the highest or any bid and will not assign any reason(s) for the rejection of any bid or a part thereof.
- 2.09 Direct or indirect canvassing on the part of the bidder or their representative will disqualify their bids. The bidder should submit all necessary required documents to fulfill the qualifying requirement etc.along with tender positively. No Correspondence will be done in this reference later on.
- 2.10 Tender shall be submitted at MSTC platform i.e. www.mstcecommerce.com in forms attached here to the complete schedules shall be considered as part of the contract documents in the case of successful tenders.
- 2.11 Scanned copy of following documents duly signed and stamped by the authorized representative of the bidder are to be uploaded in 'Techno-Commercial Bid':
- a) Copy of details of payment through digital mode towards EMD.
 - b) Documents related to PQR.
 - c) Bidder's profile.
 - d) Copy of Power of Attorney in the name of person who has signed the bid document.
 - e) Declaration Form-I,II, Undertaking (Annexure-III).
 - f) Bidder shall submit a declaration stating:-
 - i. That No other Firm/Sister Concern/Associates belonging to the same group is participating / submitting this bid.
 - ii. That the bidders, their Associates / Sister Concern etc. have not been black listed by any Institutional Agency / Govt. Deptt./ Public Sector undertaking in the last two years.
- Note: The Bidder shall take print out of NEFT/RTGS/IMPS/Online payment details showing payment done electronically towards Earnest Money Deposit (EMD) and upload the scanned copy of payment details (for EMD) with techno-commercial bid.
- 2.12 The bidder who found techno commercially suitable, meets all qualifying requirements and furnished all documents/annexure of tender shall only be allowed to participate in E-auction at MSTC platform. Conditional offer is liable to be rejected.
- 2.13 Merely Submission of tender document shall not make the bidder entitle for participation in E-auction at MSTC platform.
- 2.14 No amendments to the bid will be allowed under any circumstances after the receipt of bid.

- 2.15 If the bidder has any relation whether by blood or otherwise with any of the officers / employees of Rajasthan Rajya Vidyut Utpadan Nigam Limited, the bidder must disclose the relations in Declaration Form-II at the time of submission of offer, failing which Rajasthan Rajya Vidyut Utpadan Nigam Limited shall reserve the right to reject the bid or rescind the contract.
- 2.16 If any information submitted by a bidder at the time of submission of the bid is found to be untrue after the award of the contract or it is discovered that some information having a material bearing on the contract is suppressed, SELLER reserves the right to terminate the contract forthwith without any prejudice to any right, remedies, claims, etc. that may be available to SELLER.
- 2.17 One person will be allowed to represent only one company during discussions/ negotiations with SELLER. If same person is representing different companies with authorization letter from more than one bidder, such person will be allowed to represent only the first bidder called for negotiation.
- 2.18 The bidder may ensure that the bid documents/offer has been signed by appropriate/authorized representative of the company. Withdrawal of the offer/non acceptance of the order placed beyond or offer submitted by bidders on their letter head; will not be allowed on the grounds that offer was not signed by authorized person.
- 2.19 The prospective bidder having any common Partner / Director / Managing Director etc or having any other common criterion shall be considered as Sister / Group / Associate Company. In such cases only one of them will be eligible for participating in the bid, however in case the bidder is successful in getting contract then fly ash supply may also be considered to its Sister/Group/Associate company, subject to mentioning of the same in the bid along with all relevant documents to authenticate it, but the entire responsibility under the contract provisions shall remain with the bidder to whom contract will be awarded.
- 2.20 The SELLER reserves the right to reject any / all bid(s) which is / are not submitted according to the bid instructions.

3.0 QUALIFYING REQUIREMENTS FOR THE BUYER:-

- 3.01 The bidders participating in the tender enquiry must fulfill the following qualifying requirements. The documents in support of qualifying requirements shall be submitted along with Techno-Commercial Bid:-
- a) Bidder should be a Company/a Proprietorship/a Partnership firm /Limited Liability Partnership firm / or a Joint Venture Company/SPV.
 - b) The average annual turnover of the bidder for the last three financial years ending on 31.03.2021 should be at least 5.0 Crores (Rupees Five Crores).

Note:

1. In case of partnership firm/LLP, partners jointly together or as a firm must meet the eligibility criteria stated in point 'b' above.
2. In case of Joint venture/SPV, members of Joint venture/co-venture/Stake holder of SPV severally or jointly must meet the eligibility criteria stated in point 'b' above.
3. Audited balance sheets duly certified by the Chartered Accountant showing the business turnover and profit & loss account should have a membership number.

4.0 MODIFICATION AND WITHDRAWAL OF BIDS:-

No bid shall be modified / withdrawn after submitting it to MSTC website in the interval between the bid submission deadline and the expiration of the bid validity period. Modified / withdrawal of bid during the interval may result in the forfeiture of the Bidder's EMD.

5.0 ADDRESS FOR COMMUNICATION:-

RVUN	Superintending Engineer (Fuel-II), Rajasthan Rajya Vidyut Utpadan Nigam Limited, 202, Dreamax Plaza, Sahkar Marg Jaipur-302001 (Rajasthan) Email: - se.fuel.jpr@rrvun.com Tel- 0141-2943352, Mob- 9413349764, 9413340196
MSTC (For queries related to E-Auction process)	MSTC Ltd. Room No. 114, First Floor, BSNL Building, Lal Kothi, Behind Nagar Nigam, Jaipur-302015 Email: mstcjaipur@mstcindia.co.in

6.0 EARNEST MONEY DEPOSIT (EMD):-

6.01 Details of Earnest Money is as under:

Earnest Money Deposit:	Rs. 5(Five) per MT of quoted quantity To be deposited to MSTC through E-payment gateway using the "PAY PRE-BID EMD" link inside MSTC Login Home Page as per procedure outlined at Section-D.
------------------------	---

6.02 Bids without EMD or lesser EMD shall be summarily rejected.

6.03 The EMD shall be forfeited in case the bidder after participating in E-Auction changes final auctioned price within the period of validity of bid or refuses to accept the sale order after communication of acceptance by SELLER

6.04 EMD of the successful bidder (hereinafter referred to as BUYER) shall be adjusted against the security deposit.

6.05 EMD of the unsuccessful bidder shall be returned by MSTC as early as possible after finalization or cancellation of tender, but not later than 60 days after the expiration of the bid validity period.

6.06 No interest shall be payable on EMD.

6.07 The EMD may be forfeited if the bidder/ his representative commit any fraud while competing for this contract.

7.0 RECEIPT AND OPENING OF THE BIDS :-

7.01 The tender documents are to be downloaded from the MSTC website i.e. www.mstcecommerce.com or www.mstcindia.co.in and the interested bidders will have to submit their tender online to the **Email: mstcjaipur@mstcindia.co.in and Email:se.fuel.jpr@rrvun.com** upto scheduled date.

The bidder will have to register themselves on MSTC website for participating in this E-Auction.

7.02 Physical submission of bids is not allowed.

7.03 The Techno-commercial Bid will be opened on the scheduled due date and time of opening. Offers without EMD shall not be accepted and opened.

7.04 If the dates specified for opening of tenders be declared as public holiday, the tenders shall be opened on the day on which office reopens after such holiday (s) in the manner as stated in aforesaid clauses without any notification.

7.05 The Bidder shall ensure that scanned copy of all the schedules as asked in tender documents have been filled up and uploaded with the bid submitted in electronic format.

7.06 The acceptance of the tender will rest with the competent authority of RVUN/MSTC who does not bind itself to accept the highest tender, and reserves to it the authority to reject any or the entire tender received without assigning any reason.

7.07 SELLER will not be responsible for any delay in online submission of tender on any account.

8.0 VALIDITY OF BID:-

8.01 The bidders shall keep the bid valid for a minimum period of One Hundred Twenty (120) days from the date of opening of the bids.

9.0 DEVIATIONS:-

Deviation from the bid specifications and general conditions of contract shall not be acceptable. Conditional bids are liable to be rejected.

10.0 UNDERSTANDING AND CLARIFICATION OF THE BID DOCUMENTS:-

10.01 The Bidder is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof before submitting the tender.

10.02 Verbal clarification and information given by SELLER or its employees or representatives shall not be in any way binding on the SELLER.

11.0 COMPENSATION FOR SUBMISSION OF BIDS:-

11.01 SELLER/MSTC shall be under no obligation to entertain/accept any claim/demand of the bidder for the cost, charges or incidentals for, or in connection with the preparation of and submission of bid.

11.02 SELLER shall have the sole and unfettered discretion to withdraw the invitation to bid or reject any or all bids without assigning any reason thereof. No correspondence/communication in this behalf from bidder shall be entertained.

12.0 POSTPONEMENT OF THE TECHNO-COMMERCIAL BID OPENING DATE:-

12.01 The SELLER shall have rights to postpone the Techno-Commercial Bid opening date and/or time and place. If any change with regard to opening of bids is affected, the same shall be published well in time on MSTC/RVUN website

13.0 SELLER RIGHT TO ACCEPT ANY BID OR TO REJECT ANY OR ALL BIDS:-

13.01 Notwithstanding anything mentioned above, the SELLER reserves the right to accept or reject any bid, either in full or in part during the bidding process and reject all bids at any time prior to allocation of quantity, without assigning any reason thereof. No further communication in this regard from the bidder shall be entertained.

13.02 SELLER shall not be liable to inform/convey any message to unsuccessful Bidders.

14.0 SELLER RIGHT TO VARY QUANTITIES AT THE TIME OF ALLOCATION/SUPPLY:-

The SELLER reserves the right at the time of allocation or during the period of supply to increase, decrease or delete the quantity of ESP dry fly ash from that originally specified in the bid documents without assigning any reason.

15.0 Word "RTPP Act 2012 /Rules 2013" wherever appearing in the tender document may be treated as NULL & VOID.

SUPERINTENDING ENGINEER
(FUEL-II)
RVUNL, Jaipur

RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LIMITED
OFFICE OF THE SUPERINTENDING ENGINEER (FUEL-II)
RVUN, JAIPUR

SECTION – B

GENERAL TERMS & CONDITIONS FOR CONTRACT

The Bidder / Buyer shall be deemed to have carefully examined & made himself fully conversant with the general conditions, specifications, schedules, scope of work and site conditions etc., before submitting the bid. If he has any doubt as to the meaning of any portion of the general and special conditions of bid specifications or about any point regarding site conditions, he shall seek necessary clarification before submitting his offer/bid.

1.0 CORRESPONDENCE:-

- 1.01 All correspondence shall invariably bear reference to the contract number and date. All correspondence pertaining to the work order in respect of any clarification required in the terms and conditions, contract documents, scope of work, notices, complaints, communications and references under this contract shall be served / delivered by speed post or by hand at the address given hereunder:-

Address of the SELLER
SUPERINTENDING ENGINEER (FUEL-II),
Rajasthan Rajya Vidyut Utpadan Nigam Ltd.,
202, Dreamax Plaza, Sahkar Marg
Jaipur-302001 (Rajasthan)
Email: - se.fuel.jpr@rrvun.com

2.0 SUB-LETTING:-

The successful bidder/BUYER shall not sublet or assign the contract whole or any part of it to any party without obtaining the prior written consent / permission from the SELLER.

3.0 FORCE MAJEURE CONDITIONS:-

- a. "Force Majeure" shall mean any event beyond the reasonable control of the Supplier or of the Buyer, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. Forced Majeure shall include but not be limited to the following events and circumstances:
- (i) Flood, cyclone, lightning, storm, tidal wave, hurricane tornado, earthquake, landslide, epidemic or other acts of God.
 - (ii) War (whether declared or not), riot, civil war, blockade, insurrection.
 - (iii) Illegal strike or illegal lockout; and
 - (iv) Acts of governmental instrumentality having jurisdiction occurring after the date of this Agreement, including the issuance or promulgation of any court order, law, statute, ordinance, rule, regulation or directive, the effect of which would prevent, delay or make unlawful a party's performance herein; provided that executive acts of a Governmental Instrumentality in the capacity of a shareholder or Seller of either Party shall not for the purpose of this Agreement be considered as a Force Majeure event.
- b. If either party is prevented, hindered or delayed from or in performing any of its obligations under the control by an event of Force Majeure, then it shall notify the other in writing of the

occurrence of such event and circumstances thereof within fourteen (14) days after the occurrence of such event.

- c. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure conditions and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended after mutual discussion.
- d. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligation under the Contract, but without prejudice to Supplier's right to terminate the Contract under Scope of Work and Special Terms and Conditions clause 6.03 of Section-C.
- e. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not constitute a default or breach of the Contract.
- f. In the event of prohibition imposed by Govt. of India/Competent Authorities making impossible to perform the contract, may be termed as Force Majeure and neither party shall be liable for compensations or damages due to non-performance.

4.0 LIABILITY OF THE BUYER:-

4.01 WAGES:-

The buyer shall ensure timely payment for the minimum wages to his labour as per statutory provision and shall fully comply with the rules laid under payment of wages act and enforced from time to time. The buyer shall keep an up to date account of deployment of labour and payment of their wages etc, which will be produced for inspection by the Engineer-in-charge, if so desired by him.

4.02 PROVIDENT FUND:-

The buyer shall have to submit a certificate every month to the Engineer Incharge that he has an establishment covered under the Employee Provident Fund and Miscellaneous Provisions Act 1952, and is having a separate code number with the provident fund commissioner and also that the provident fund contribution in respect of all the employees employed by him along with employer's share of contribution etc., has been deposited with the Provident Fund Authorities and shall also submit certified photo copies of the Bank challan of deposits with all relevant details.

4.03 INSURANCE:-

The BUYER shall ensure coverage of Public liability insurance policy for closed body Trucks / bulkers. It is the responsibility of BUYER that any work force deployed for lifting of dry fly ash should have insurance coverage before entering factory premises. As sales are on Ex-works basis, the liability for Transit Insurance shall be the BUYER's responsibility. SELLER reserves the right to claim adequate, suitable and commensurate compensation from the buyer on account of any damage caused to any plant, equipment, machinery and or its personnel due to any act or omission or negligence on the part of BUYER or its transporter or any person on his behalf.

The Buyer shall indemnify and legally protect SELLER and or its employees against all claims, action or suit arising out of or incidental to and / or, consequent upon the services provided by the buyer under the contract or due to the failure of the buyer in the performance of its obligations. SELLER may also retain any amount out of Security Deposit / Performance Bank Guarantee in case there is apprehension of any event or incident, which may require SELLER to pay penalty, litigation expenses, charges etc.

It is the sole responsibility of the BUYER to get his workmen insured under workman compensation Act. & Rules, while at work, as required by relevant rules and workmen compensation and pay compensation, as per act and provision/rules made there under.

4.04 MEDICAL SUPERVISION & CARE:-

The buyer shall be fully responsible for providing first aid and emergency medical treatment to his employees. Necessary arrangement for this purpose shall be made by the buyer as per norms.

4.05 LIABILITY FOR DAMAGES:-

If due to buyer negligence and / or non-observance of safety and other precautions, any accident/injury occurs to any other person/public the buyer shall have to pay necessary compensation & expenses, if so decided by the statutory authorities under labour laws and / or rules made there in force from time to time.

4.06 SAFETY DEVICES:-

The buyer shall provide all the required safety appliances to the workers/ staff as may be warranted for the safety of the workers during the course of the work.

5.0 DISPOSAL OF WASTE MATERIAL / SPILLAGE OF ASH:-

The buyer shall not leave any waste material at the site of work on completion of the job and will extend hands of help for housekeeping to keep area neat and clean by removing ash spillage on the floor. The waste material should be removed and disposed to a place to be indicated by the Engineer in charge.

6.0 ENGINEER IN CHARGE /GATE PASSES:-

6.01 After award of contract, the buyer shall intimate the name and required particulars of persons to the concerning Engineer in charge for preparation and issue of Gate pass required for entry in to the plant premises along with photo identity. No person will be allowed to enter in the plant premises without valid Gate pass. If the Gate pass is lost, the cost of renewal will be borne by the buyer. Charges for police verification if any shall be borne by BUYER.

6.02 In case of completion / termination of the contract or any individual worker leaving the job or his services being terminated by the buyer, the Gate passes of such worker(s) will be immediately surrendered by the buyer to the Engineer in charge failing which it will be considered as a breach of contract.

6.03 The Engineer In Charge shall be nominated by the concerned Chief Engineer/Project Head of the Chhabra Thermal power plant.

7.0 TERMINATION OF CONTRACT:-

7.01 The contract is liable to be terminated if the BUYER:

- i) Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in case of a company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his / their assets or property on the works; or
- ii) Makes an arrangement with or assignments in favour of his/their creditors/agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii) Abandons the work; or
- iv) If the buyer makes default in lifting of material, payment of ESP dry fly ash quantity lifted and payment of compensation, if any, as per terms of the contract. No claim or compensation shall be payable by SELLER as a result of such termination; or

- v) Assigns or sublets the work in whole or in part thereof without prior written consent of SELLER; or
- vi) Performance is not satisfactory; or
- vii) If the BUYER obtains the contract from RVUNL with illegal measures; or
- viii) Information submitted/furnished in the contract is found to be incorrect; or
- ix) In the event the pollution clearance certificate is cancelled by the pollution control board and is not renewed, the contract shall be terminated.
- x) found not utilizing the ash for the eco-friendly purposes as per clause No.A(2) of the MoEF Notification dated 31.12.2021 as mentioned at clause No.5.02 of Section-C of this document.

The above shall be without prejudice to RVUNL other rights under the law.

7.02 Upon termination of contract for reasons detailed above;

- a) The SELLER shall reserve the right to sell the balance un-lifted quantity of ESP dry fly ash to any other party other than the BUYER as per the terms decided by the SELLER and the loss damages suffered by the SELLER if any due to such sale, the same shall be recovered from the BUYER.
- b) The earlier BUYER will have no claim / share of profit if any against sale of such un-lifted quantity.
- c) Performance guarantee bond / security in any form submitted by the BUYER shall stand forfeited.

8.0 **AGREEMENT:-**

The Successful bidder (Buyer) shall sign an agreement(As Annexed) within 10 days from the date of issue of Work Order with Seller on a non-judicial stamp paper as per prevailing rates specified under stamp duty and registration Act of Rajasthan. The cost of Stamp paper shall be borne by the Bidder.

9.0 **SECURITY DEPOSIT:-**

- (i) The successful bidder(s) shall submit the Security Deposit for an amount equivalent to value of two month quantity of fly ash in two parts,
 - (a) 25 % in the form of D.D./RTGS in favor of the Accounts Officer of the concerned power plant and remaining
 - (b) 75 % in the form of D.D./RTGS or in the form of Bank Guarantee (As annexed) from their Bank, on their behalf from a Nationalized or Scheduled Bank except rural and co-operative bank
 within 10 (Ten) days of the issue of Letter of Intent for allocation of ESP dry fly ash by the SELLER or before execution of agreement. The bank Guarantee shall be accepted by the Accounts Officer the concerned power plant
- (ii) The Bank Guarantee shall be valid for three months in addition to period of contract.
- (iii) Successful bidder(s) Earnest Money, deposited with MSTC will be transferred to Accounts Officer the concerned power plant and same shall be converted / adjusted into Security Deposit.
- (iv) If the bidder fails or neglects to observe or perform any of his obligation under the contract it will be lawful for the SELLER to forfeit either in whole or in part, at its absolute discretion, the security deposit furnished by the bidder. Issue of Work Order shall not create any right on the part of BUYER to lift the material until S.D. amount has been deposited by BUYER.

- (v) The Security Deposit shall be refundable on the request of BUYER after one month of completion of the entire contract to the satisfaction of SELLER.
- (vi) No interest shall be payable by SELLER on such deposit.

10.0 METHODOLOGY FOR BIDDING/E-AUCTION:

10.01 Methodology for E auction is detailed at Section-D

10.02 Price excluding GST, taxes & duties to be quoted.

11.0 AWARD PRICE:

The Price finalized shall be the award price for the plant and shall remain firm during the currency of the contract.

12.0 TAXES, DUTIES & LEVIES ETC:

12.01 The bidder/ BUYER shall be liable and responsible for payment of all existing & future statutory levies in the form of GST & all other taxes and duties applicable on the supply of fly ash. Such statutory liabilities, if any, shall be paid by bidder extra at actual.

12.02 The bidder/BUYER will be responsible to comply with GST Act, Central / State Excise & Tax Act and rules there under and instructions issued on the behalf of the concerned authority.

12.03 In the event of dispute with regard to Taxes and any penalty raised by Central Excise/GST authority or other bodies will have to be borne by the bidder/BUYER.

13.0 PAYMENT TERMS:-

13.01 Delivery shall be made against standing advance payment in the form of Demand draft/Cheque at par/E-transfer in favour of Accounts Officer of the concerned plant from which ESP dry fly ash has been allocated, which will be intimated in Work Order.
The amount of standing advance shall be equivalent to value of onemonth of awarded quantity. Standing advance shall be adjusted against delivery on dailybasis. No interest is payable on the standing advance amount.

13.02 Penalty if any shall be paid by the buyer with-in 7 days of demand in favour of the Accounts Officer of the concerned plant.

13.03 In case of insufficient standing advance amount in any circumstances, SELLER reserves the right to stop /suspend the sale of ESP dry fly ash.

13.04 All bank charges shall be borne by the BUYER.

14.0 TRANSFER OF PROPERTY:-

Material shall be considered sold once it is filled / transferred in buyer's closed body truck / bulkers and it exits the premises of the SELLER. Any subsequent loss of material shall be the liability of buyer and buyer shall have to pay for that and thereafter the seller will be free from all liabilities and the same shall be treated as transfer of right under this contract and obligations if any of the seller in respect of the product. No claim for the losses or damages or injuries suffered by the men or material of the BUYER shall be accepted / entertained by the SELLER.

15.0 SECRECY:-

Any information derived or otherwise communicated by the SELLER to the BUYER in connection with the contract shall be regarded as secret and shall not without written consent of the SELLER be published or disclosed to any third party or made use of by the BUYER except for the purpose of execution of the contract.

16.0 CONTRACT PERIOD:-

- 16.01 The Contract period shall be one year from the date of issue of Work Order and same may be extended till finalization of new tender on the sole discretion of RVUN.
- 16.02 Commencement of first off take for buyer shall be within 15 days from the date of issue of Work order.

17.0 BILLING:-

SELLER will issue Gate Pass / Challan on daily basis and invoice for each day delivery of fly ash on daily basis and shall deliver to the BUYER(s), an invoice showing the value of the ESP dry fly ash delivered along with applicable Duty / Taxes /Cess etc.

18.0 INDEMNITY:-

- 18.01 The BUYER shall indemnify SELLER for any liabilities arising out of the complete operation, within or outside SELLER's premises, of the contract.
- 18.02 The BUYER shall undertake to indemnify the SELLER for all claims for injury caused to any person whether a workman or not, while in or upon the site of the same and the said SELLER shall not be bound to defend any claim brought under the Workman's Compensation Act, 1923 / ESI Act, 1948.
- 18.03 The personnel employed by the BUYER shall be at the sole responsibility & liability of the BUYER and they will be the employees of them only, and all expenses in connection with employment shall be borne by the BUYER. SELLER shall not bear any responsibility or liability whatsoever arising out of this contract including the liability under ESI Act, 1948, Workmen Compensation Act, 1923 or any other Act with regard to the personnel employed by the BUYER. The BUYER shall also provide at their cost all statutory benefits to the persons employed by them and SELLER will not have any liability whatsoever on this account. SELLER will have the right to ask for documentary evidence in this regard.
- 18.04 In case SELLER is obliged to pay compensation to a person employed by the BUYER or otherwise under ESI Act, 1948 / Workmen Compensation Act, 1923, the SELLER shall have right to recover the amount of compensation so paid from the SD / PBG.

19.0 OBSERVANCE & COMPLIANCE OF STATUTORY RULES / LAWS:-

- 19.01 The rights and obligations of the SELLER and the BUYER and provisions of the CONTRACT shall be governed and construed by and in accordance with the laws of India.
- 19.02 The BUYER shall be singularly responsible to secure strict compliance with the provisions of all Central & State Govt. Laws including payment of wages Act. 1936, minimum wage Act 1948, employee liability Act 1938, workmen compensation Act 1923, industrial dispute Act 1947, contract labour (regulation and abolition) Act 1970, Factory Act 1948, ESI Act 1948, pPF Act, CPF rules, Rajasthan Act of any modification thereof or any other law relating thereto and rules made there under from time to time for lifting of ESP dry fly ash from the plant of SELLER.

20.0 GENERAL:-

- 20.01 Mere submission of bid document shall not create any contractual or the legal right in favor of Bidder unless agreement is signed between BUYER and SELLER and the contract shall be governed by the terms and conditions mentioned therein and other instructions informed by the SELLER from time to time.

- 20.02 The BUYER shall not interfere with any of the Plant equipment / machinery. Movement of persons deployed for the job shall be restricted to the defined area.
- 20.03 ESP Dry Fly Ash shall be delivered on 'as is where is' basis. No claim shall be entertained on this account.

21.0 SETTLEMENT OF DISPUTES

In the event of any question, dispute or difference arising between the parties hereto touching the construction of any clause contained therein or the rights, duties and liabilities of the two parties hereto or in any way touching or arising out of these presents, the same shall be referred to CMD, RVUN for determination and final settlement. The decision of CMD, RVUN shall be final and binding on both the parties.

22.0 JURISDICTION:-

Jaipur court shall have the exclusive jurisdiction in all the matters.

- ❖ SELLER reserves the right to make any amendment in any or all of the clauses of this document at any time without assigning any reason.
- ❖ SELLER reserves the right to withdraw this offer at any time.

SUPERINTENDING ENGINEER (FUEL-II)
RVUNL, Jaipur

RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LIMITED
OFFICE OF THE SUPERINTENDING ENGINEER (FUEL-II)
RVUN, JAIPUR

SECTION – C
SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

1.00 SOURCE OF FLY ASH:-

The coal based thermal power plant of RVUNL is located in the State of Rajasthan at Chhabra in district Baran. The plant is having pulverized coal fired boilers and are in operation. The ESP dry fly ash gets generated due to coal combustion in the boiler and separated with the help of highly efficient Electro Static Precipitators and collected into ESP hoppers, while it escapes with flue gases and travels to chimney. Some coarse ash is also collected into the hoppers of boiler auxiliaries i.e. Economizer / Air pre heater / Duct. The dry fly ash accumulated in hoppers gets evacuated through vacuum/Dense Phase Dry Fly Ash handling system and further collected in the Silos (Intermediate/Main).

The estimated quantity of total ESP dry Fly Ash generation, which is available for allocation/delivery from the Main/Intermediate Silos of Chhabra Thermal Power Stations, is brought out as under:

Sr. No.	Name of Thermal Power Plant	Estimated quantity of ESP dry fly ash generation available for allocation	Period of Contract
1.	CTPP, Chhabra. Unit 1 to 4, 1000MW	12.00 Lakh MT /Annum	One Year from date of Work order

Note: The total estimated quantity of ESP dry fly ash generation available for allocation has been considered based on 85% availability of the unit (Approx).

The SELLER reserves the right at the time of allocation or during the period of supply to increase, decrease or delete/cancel the quantity of ESP dry fly ash from that originally specified in the bid documents without assigning any reason. However no compensation shall be allowed by RVUN on this ground.

2.00 SCOPE OF WORK FOR THE BUYER/CONTRACTOR:-

The scope of work for collection of ESP dry fly ash from silos/ash dyke & transportation through closed body trucks/Bulkers shall include the following:

- (i) ESP Dry Fly Ash Collection/Handling System is operational at CTPP premises up to intermediate/Main silos. The BUYER shall have to lift the contracted/adjusted quantity of ESP dry fly ash from the discharge chute of intermediate/ Main Silo or directly from ESP hoppers (In case of emergency only).
- (ii) Collection and transportation of ESP dry fly ash will be done in closed body Trucks/Bulkers by the BUYER & BUYER will ensure pollution free environment.
- (iii) BUYER shall lift the contracted quantity of ESP Dry fly ash or more if permitted by SELLER at their ordered price.
- (iv) Tare & gross weight of each truck/bulker shall be recorded in presence of SELLER representative and BUYER's representative.
- (v) Safety, security & medical facility and other statutory requirements of its employees shall be BUYER's responsibility.
- (vi) Employees of the BUYER or their sub-contracted staff /employee (inclusive of construction & erection job, if any) shall have to follow Safety & security norms as per SELLER extent rules and or as directed by SELLER time to time.

- (vii) Site preparation, if required, is BUYER's responsibility. Due care must be taken to avoid damage to SELLER property.
- (viii) BUYER shall arrange to obtain all pollution / environmental clearances required, if any, from the appropriate authority for transportation of ESP Dry fly ash.
- (ix) BUYER shall be allowed to visit the site before submitting the tender to access / familiarize with physical setup.
- (x) BUYER shall be allowed to collect ESP dry fly ash sample for analyzing the quality before submission of their bids. The BUYER shall be required to lift ESP dry fly ash from Chhabra, RVUNL based on allocation ratio and actual generation /made available by seller on day to day basis to avoid any wet disposal.

3.00 SCOPE OF WORK FOR THE SELLER (RVUN):-

- (i) SELLER/authorized representative of RVUN will look after the complete O&M of ash handling system of ESP dry fly ash.
- (ii) LT Power supply shall be provided free of cost in site office establishment of BUYER by SELLER (RVUN) at one point.
- (iii) Water is available free of cost inside the plant premises for the BUYER's use.
- (iv) Approach Roads to Silos, ash dyke & Weighbridges inside plant premises shall be maintained by SELLER.

4.00 AWARD OF CONTRACT FOR SALE OF ESP DRY FLY ASH:-

- 4.01 The SELLER will issue work order of allocation for sale of ESP dry Fly Ash to the successful Bidder(s). The successful Bidder shall return the duplicate copy of the work order duly signed in this regard.
- 4.02 SELLER shall be the sole judge in this regard.
- 4.03 Bidder would be required to comply with all statutory and environmental requirements of the notification of allocation without any extra cost to the SELLER, failing which Security Deposit may be forfeited.

5.00 SUPPLY OF FLY ASH:-

- 5.01 (A) The approximate quantity of ESP dry fly ash (total) generated from SELLER plant is given at table in clause 1.00. Ash quantity may increase or decrease depending on quality of coal received and plant load. The allocation of ESP dry fly ash will be done as per estimated total generation given in table 1.00 above but it will be adjusted based on actual available for delivery.
- (B) **Shortfall in supply by SELLER: -**
Fly Ash is a product of coal combustion, which again is subject to the demand of electricity in the areas allocated by the regulatory authorities. Scheduled and unscheduled shutdowns/breakdowns may also affect the generation of the electricity and thus the generation of the fly ash. Though all efforts will be made to maintain contracted quantity of the fly ash available, SELLER does not guarantee for availability of fly ash as per contracted quantity regularly and will not be liable for any compensation or damages for non-delivery of contracted quantity of the fly ash.
- 5.02(a) All directives prevailing in the present as well as issue in future by MoP, MoEF&CC, GoI and GoR with regard to supply of ESP dry fly ash will be duly complied and same shall be binding for the BUYER & SELLER both.
- (b) Buyer shall utilize the ash only for the eco-friendly purposes as per clause No.A(2) of the MoEF Notification dated 31.12.2021 as mentioned below namely:- (i) Fly ash based products viz. bricks, blocks, tiles, fibre cement sheets, pipes, boards, panels; (ii) Cement manufacturing, ready mix concrete; (iii) Construction of road and fly over embankment, Ash and Geo-polymer based construction material; (iv) Construction of dam; (v) Filling up of low lying area; (vi) Filling of mine voids; (vii) Manufacturing of sintered or cold

bonded ash aggregate; (viii) Agriculture in a controlled manner based on soil testing; (ix) Construction of shoreline protection structures in coastal districts;(x)Export of ash to other countries (xi)any other eco-friendly purpose as notified from time to time by MoEF&CC.

BUYER shall furnish an undertaking in Format of Annexure-XIII for utilization of the ash only for the eco-friendly purposes.

- 5.03 The BUYER shall be required to lift contracted quantity/adjusted quantity MT (in case of short supply, due to variation in coal consumption and its quality, supply in pursuance to MoEF& CC and GoR directives prevailing as well as supply under existing contracts) of the fly ash on daily average basis up to the validity of the contract / agreement. The SELLER shall have the sole and unfettered discretion to decrease/increase the supply of fly ash to the BUYER depending upon the generation/availability of unitsand accordingly lifting average of fly ash by BUYER may be adjusted. The BUYER shall be required to adjust their monthly ESP dry fly ash lifting schedule to accommodate any such unforeseen interruptions or period of annual shutdown of the Units, on behalf of the SELLER and shall not claim any relaxation on the annual contracted/increased/decreaseddry fly ash lifting quantity.

However, it may be clearly understood that after expiry of validity period of the contract no sale of dry fly ash will be permitted to the BUYER even if the buyer for any reason does not lift the total allocated quantity. The BUYER will not have any claim whatsoever in this regard after expiry of the contract period.

- 5.04 The BUYER shall lift the contracted/adjusted dry fly ash quantity and in case there is any problem in lifting of ESP dry fly ashby the BUYERand requests in writing at least one week before, to divert their quota by mentioning reason and period for which it is required, under such circumstances, the SELLER shall have sole and unfettered discretion to sell their diverted quantity of ESP dry fly ash to any party other than the BUYER and if this quantity is sold, then it will be considered as deemed delivery in the account of BUYER as per contract otherwise it will be a default in lifting and shall be dealt as per provisions of compensation clause 6.0 of this section.
- 5.05 The BUYER shall lift all available quantity of ESP Dry fly ash as per actual generation on day to day basis, considering their actual/adjusted allocation.
- 5.06 Additional quantity of ESP dry fly ash, if available, then buyer may be asked to lift the ESP Dry fly ash on same terms & conditions as per contract. The SELLER shall have sole and unfettered discretion in this matter.
- 5.07 The Seller reserves the right to supply/sale ESP dry fly ash quantity not lifted by the buyer to any other party at its sole discretion to avoid wet disposal and violation of MoEF guidelines.
- 5.08 The supply of ESP dry fly ash on daily basis shall be done on first come first serve basis to buyer or any firm other than buyer irrespective of quota of allocation to them in order to avoid any wet disposal and to protect environment.
- 5.09 The project head will constitute a committee having one member from buyer for regulating supply of ESP dry fly ash under the tender and the committee will also assess all issues pertaining to supply of ESP dry fly ash and compensation, if any and all the action regarding compensation/termination of the contract shall be decided by Project head/C.E. of the concerned power station.
- 5.10 Quantity variation up to ± 50 MT shall be allowed at the end of the contract.

6.00 Compensation against shortfall during regular off take:

- 6.01 After commencement of first off take (within 15 days from date of issue of Work order), buyer will be required to lift ESP dry fly ash on regular basis in accordance with agreed quantity as per contracted schedule. The buyer shall have to lift the minimum 90% of contracted quantity/adjusted quantity (in case of short supply as mentioned in clause 5.03) on prorata basis. In case buyer fails to lift the minimum quantity (90% of contracted quantity/adjusted quantity) on quarterly basis, compensation amount at the following rate of the awarded/prevaling price will be charged on the shortfall quantity (90 % of contracted quantity/adjusted quantity on quarterly basis minus Actual quantity lifted), for the period under review.

S No.	Quantity Lifted of contracted quantity/adjusted quantity	Rate of compensation amount of the awarded/prevaling price	Remarks
1	Up to 90 %	No penalty	
2	Below 90 % & up to 80%	20%	
3	Below 80 % & up to 70%	30%	
4	Below 70 % & up to 60%	40%	
5	Below 60 % & up to 50%	50%	
6	Below 50 %	Termination of the contract as per clause No. 6.03 below	

- 6.02 Compensation shall be calculated on quarterly basis by Engineer-in charge and intimated to Buyer for deposition of the same. Compensation due on a Buyer, if not deposited separately as per payment terms, will be deducted from the advance available or recovered from the SD of the buyer. However, gross compensation amount calculated quarterly will be limited to the SD amount. The compensation amount deducted from SD if any shall be replenished by the buyer in the SD account within 15 days notwithstanding which the supply of ESP Dry fly ash to the buyer will be stopped. Supplies will be started only after the deducted amount from SD is replenished. Any decrease in supply of fly ash to the buyer due to non-replenishment of the compensation amount will be in the account of the buyer.
- 6.03 In case, fly ash off take falls below 50% (of the contracted or adjusted quantity, whichever is lower), during any quarter, the Seller reserves the right to terminate the contract by giving 15 days' notice in writing of their intentions to do so and in such an event the buyer shall not be entitled to any compensation from the Seller. In the event of termination of contract, the Security Deposit furnished by the firm in any form shall be forfeited as per clause no. 7.02 of Section-B.
- 6.04 The date for compensation shall be considered from the scheduled date of start of first off take or actual date of first offtake whichever is earlier till completion of the quarter and subsequently so on till expiry of contract.

7.00 QUALITY OF THE ESP DRY FLY ASH:-

- 7.01 The ESP dry fly ash to be delivered under the contract may have varying proportion of loss of ignition/un-burnt carbon. But delivery of ESP dry fly ash will be allowed into the buyers closed vehicle at Main/Intermediate Silos "on as available basis"

8.00 SPECIAL TERMS & CONDITIONS OF THE CONTRACT:-

- 8.01 If any loss or damage to the equipment is caused due to negligence of the contractor / buyer, the entire cost of such damage or loss shall be recovered from the contractor / buyer.
- 8.02 All possible guidance and help which may be felt appropriate shall be extended by SELLER's Engineer to the contractor / buyer on their demand / request. In case of any damage caused to

adjoining equipment due to negligence act of worker, the recovery will be made from the contractor / buyer. Damage if any, to the SELLER's property by BUYER's personnel / workers, transporting vehicle which shall be repaired / replaced by the BUYER to the full satisfaction of the SELLER.

8.03 The scope of work in this Section-C shall be read and construed with general condition of contract Section-B, but if there is any conflict or discrepancy between these two, the Section-C shall prevail so far as this tender is concerned.

8.04 **RESPONSIBILITY DURING TRANSPORTATION:-**

- a) The buyer will be responsible for any kind of injuries or accidents within and outside the plant caused to their employees / laborers. Seller will not be liable in any manner. If any action is brought against the seller for payment of damages or compensations, the buyer shall indemnify the seller from all such action or claim from damages / compensation. If the seller is held liable for any compensation, BUYER shall forthwith compensate the SELLER, if any; such claim arose after expiry of the contract period.
- b) The Buyer's transporter(s) shall have valid license of statutory, State Govt. / Central Govt. Authority for transportation of specified goods if required.
- c) Buyer and its transporter would be entirely responsible toward MVI /RTO for overloading of fly ash & any other transportation problem. RVUNL will not be liable for the same.
- d) All possible measures would be taken by BUYER to avoid pollution to the satisfaction of the plant officials. Similarly, while transporting, no spillage of fly ash would be permitted to avoid air pollution. If the process adopted by the BUYER is found deficient, RVUNL retains the right to stop the supply forthwith.

8.05 **WEIGHMENT:-**

- a) Weighing of the ESP dry flyash to be delivered to the BUYER(s) shall be on the basis of difference of Tare weight and Gross weight recorded at the Weigh Bridge installed at respective plants, in the presence of both BUYER'S / SELLER authorized representative and no dispute / claim in this regard will be accepted / entertained.
- b) Weighing of the ash shall be made through Weighing Bridge installed at respective plants in presence of authorized representative of concerned plants only. In case outage of Weighing Bridge, weighing of the fly ash will be done on available nearest Weighing Bridge in presence of authorized representative of respective plant and if any charges to be paid for weighment of the fly ash the expenditure of the same shall be borne by the BUYER(s) only.
- c) In case Weighment of fly ash is not possible at respective plant Site or nearby plant area then Weighment of Fly ash shall be considered on volumetric basis.
- d) Weigh Bridges shall be maintained by the respective plant authorities including their time to time calibration & testing as per Govt. norms.

8.06 **LOADING AND TRANSPORTATION:-**

- a) Loading & dispatch will be done round the clock on all the days. Plant authorities of Chhabra, RVUNL shall have sole and unfettered discretion to change the timings for loading. The BUYER shall be required to properly follow the reporting/obtaining of token (or any other system prescribed by RVUNL Plant authority) for their closed body truck / bulkers at RVUNL plant gate before starting filling of ESP dry fly ash. This is essential and mandatory on the BUYER for complete compliance. Any deviation to the above procedure (or any other procedure laid down by RVUNL) plant authority will issue warning and will terminate sale order on repeated default.

- b) The sale of ESP dry fly ash shall be on ex-works basis from the SELLER's plant and the responsibility for transportation, handling and unloading of ESP dry fly ash will be of the BUYER. The responsibility to obtain any permission / no objection certificate from the concerned authorities including Pollution Control Board and also compliance of all other statutory provisions regarding transportation of ESP dry fly ash from the SELLER's Chhabraplant, shall be of the BUYER. The SELLER shall in no manner be held responsible for any act / omission contravening the provisions of any of the laws of the land during transportation and handling of material.

SUPERINTENDING ENGINEER (FUEL-II)
RVUN, Jaipur

DECLARATION-FORM-I

Bidder's Offer Ref. No. _____

Dated: _____

To,

The SUPERINTENDING ENGINEER (FUEL-II),
RVUNL,
JAIPUR-302001.

Sub.: - Bid for Collection & Sale of ESP Dry Fly Ash.against NIT No. _____/SE (Fuel-II) /Jaipur

Dear Sir,

I/We _____ have read the conditions of the bid attached hereto and agree to abide by the same. I/We offer to do the subject work at the rates quoted in the attached PRICE BID and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of Rajasthan RajyaVidyutUtpadan Nigam Limited and hereby bind myself/ourselves to execute the work as per schedule.

I/We further agree to abide by the conditions of the bid and to carry out work under bidder's scope within the specified time referred to in the Notice Inviting Tender. In case of acceptance of the bid by Rajasthan RajyaVidyutUtpadan Nigam Limited, I/We bind myself/ourselves to execute the contract as per the conditions mentioned in the bid documents, failing which, I/We shall have no objection to the forfeiture of the Earnest Money deposited with Rajasthan RajyaVidyutUtpadan Nigam Limited, Jaipur.

Thanking you

Yours faithfully;

For M/s _____

Signature _____

Name of the Authorized Person _____

with Firm/Company's Seal

DECLARATION FORM – II

THE FOLLOWING DECLARATION TO BE SIGNED BY THE BIDDER(S)

Sr. No.	DESCRIPTION	YES / NO (If Yes, give the following details)		
1.	If a Bidder has relations whether by blood or otherwise with any of employees of RVUNL (SELLER), the Bidder must disclose the relation at the time of submission of Tender, failing which, RVUNL shall reserves the right to reject the Tender or rescind the Contract.	Name and Designation of the Employee	Place of Posting	Relation with the Employee
2.	P.F. Registration No of the bidder to be intimated along with documentary proof thereof.			
3.	PAN No of the bidder to be intimated along with documentary proof thereof.			
4.	GST / TIN No. of the bidder to be intimated along with documentary proof thereof.			
5.	ESI Registration No. along with documentary proof thereof.			
6.	Labour license No. if applicable along with documentary proof thereof.			

For M/s _____

Signature _____

Name of the Authorized Person _____

with Firm/Company's Seal

UNDERTAKING

(On Official Letter Head of the Bidder)

To,

The SUPERINTENDING ENGINEER (FUEL-II),
RVUNL,
JAIPUR-302001.

Subject: - Undertaking against NIT No. ____/2022-23/SE (Fuel-II)/Jaipur.

Sir,

We M/s _____ the bidder for the sale /collection of ESP dry fly ash from CTPP (Chhabra) against Bid Specification of NIT No. RVUN/SE (Fuel-II)/Jaipur/2022-23/TN_____, undertakes following:

1. Our quoted/final auctioned price in Rs./MT of ESP dry fly ash shall be exclusive of all duties & taxes as applicable. All statutory duties/ taxes/ levies shall be extra and borne by us.
2. In case we fail to lift allocated/actual supplied in terms of condition of this tender document, then we shall be liable to pay liquidated damages/compensationas per compensation clause of this tender.
3. We shall not sublet or assign the contract, if awarded, to any party without obtaining prior written consent from SELLER.
4. We shall abide to follow all the rules of RTO/MVI as well as all statutory requirement we will be sole responsible for any litigation/ liability.
5. We shall be responsible for any kind of injuries or accidents/damage within and outside the plant caused to employees / labours. Seller will not be liable in any manner. If any action is brought against the seller for payment of damages or compensations, we shall indemnify the seller from all such action or claim from damages / compensation. If the seller is held liable for any compensation, we shall forthwith compensate the SELLER, if any; such claim arose after expiry of the contract period.
6. If any loss or damage to the equipment is caused due to negligence of the contractor/buyer, the entire cost of such damage shall be recovered from the buyer.
7. SELLER reserves the right to increase/decrease supply of ESP dry fly ash due to reasons like scheduled/unscheduled shut down /unforeseen breakdown, coal quality, low generation etc. and our firm will not claim any right in this regard.
8. In case of default in any of the undertakings mentioned above SELLER reserves the right to disqualify or cancel the tender.
9. We have read all terms & conditions, scope of work, in various sections A, B &C of the NIT & annexure thereto and agree to accept & abide the same.
10. I/we hereby declare that as on date no default has been made by me/us towards payment of GST and all returns up to the last date of submission of bid have been filled by me/us.

Thanking You,

Date _____

For M/s _____

Place _____

Signature _____

Name of the Authorized Person _____

with Firm/Company's Seal

Page-24 of 39

(On Bidder's Letterhead)

STATEMENT OF DEVIATIONS/ EXCLUSIONS

Bidder's Offer Ref. No.

Date

To,

The SUPERINTENDING ENGINEER (FUEL-II),
RVUNL,
Jaipur-302001

Dear Sir,

We declare that there are no deviations from terms and conditions outlines in your Bidding documents against NIT No. ____/2022-23/SE (Fuel-II) /Jaipur.

Date _____

Signature _____

Place _____

Name of signing authority _____

Designation _____

Company Seal or Stamp _____

Annexure-VI

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a tendering process shall –

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in tendering process or to otherwise influence the tendering process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a tendering process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other tendering entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to ;
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer-In-charge/Consultant for the contract.

Annexure-VII

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/ our Bid submitted to..... for procurement / work of in response to their Notice Inviting Bids No.....
Dated.....I/ we hereby declare that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the tendering Entity;
2. I/we have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/ our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/ our professional conduct or the making of false statements or misrepresentations as to my/ our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place:

Signature of bidder

Name:

Designation

Address:

Grievance Redressal during tendering Process

The designation and address of the First Appellate Authority is –
Chairperson, Jaipur Discom, Jaipur

The designation and address of the Second Appellate Authority is –
Principal Secretary/ Secretary, Energy Dept., Govt. of Rajasthan, Jaipur

(1) Filing an Appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings;

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of **Sr. A.O. (EA Cash)**, RVUN, Jaipur payable at **Jaipur**.
- (7) Procedure for disposal of appeal
- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall :-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Format for Memorandum of Appeal

Appeal No.....of.....

Before the ----- [First/ Second Appellate Authority]

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3, Number and date of the order appealed against
and name and designation of the officer/ authority
who passed the order (enclose copy), or a
statement of a decision, action or omission of
the Procuring Entity in contravention to the provisions
of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by
a representative, the name and postal address
of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

----- (supported by an
affidavit)

7. Prayer:

Place -----

Date -----

Appellant's Signature

Additional Conditions of Contract

Dividing quantities among more than one Bidder at the time of award

As a general rule all the quantities of the subject matter of disposal shall be through the successful Bidder(s), whose Bids are accepted. However, when it is considered that the quantity of the ash for disposal is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to lift the entire quantity, in such cases, the quantity may be divided between the Bidder(s), whose Bid are accepted or the second Highest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Indenture of Agreement

This indenture of Agreement (hereinafter referred to as contract Agreement) made at Jaipur on this ____ day of ____ of the year ____ between:

(A) Chairman & Managing Director, Rajasthan RajyaVidyutUtpadan Nigam Limited, a company incorporated under the Companies Act, 1956 having its registered office at VidyutBhawan, Jyoti Nagar, Janpath, Jaipur-302001 in the State of Rajasthan herein after referred to as the owner (SELLER) with expression unless the context does not permit to include successors and assignee on the one part

and

(B) M/s _____ having registered office at a Limited Company, hereinafter referred to as contractors (BUYER), which expression unless the context does not permit includes their respective heirs, executors, administrator, legal representative permitted assignees on the second part, witness as follows:

1. The Contractor does by these presents agree to execute the work for lifting of ESP dry fly ash and the owner does agree to take work from Contractor for the work as specified in the work order no. _____ Appended and on the terms & conditions contained in the said orders. The general terms of the contract appended hereto are considered a part of this agreement.
2. The Security Deposit for an amount equivalent to value of one month quantity of annual allocated quantity of fly ash in two parts, 25% in the form of D.D. in favour of _____ and 75 % in the form of Bank Guarantee from their Bank through Registered AD, on their behalf from a nationalized or scheduled bank except rural and Co-operative bank within seven (7) Days of the issue of award for allocation of fly ash by the seller or before execution of agreement, whichever is earlier. The Earnest Money deposited will be converted / adjusted into security Deposit specified in clause no. 7.00 of Work Order.
3. The specification of the work to be under this agreement shall be as set in the schedule referred to above "Scope of work and special terms and conditions.
4. In case of dispute as to whether any work done is not in accordance with the specification set in the schedule, the decision of the CMD, RVUN, Jaipur shall be final and binding on both the parties.
5. The contract period starting taking first delivery of ESP dry fly ash and shall be completed within as specified in Clause no. ____ of the work order.
6. Payment of the price for the work done under this agreement shall be made by the contractor as per clause no. ____ of the work order as admissible under Clause No.1.00 to Schedule of Work & Prices.
7. The deposit made by the Contractor under Clause no. ____ of Work Order will be released to the Contractor after due execution of this contract by them.
8. If the Contractor Fails wholly or in part to fulfil this agreement, the owner shall be entitled at his discretion to retain the whole or any part of the deposit made by the contractor under clause no. 7(iii) of Work Order and if the loss suffered by the owner exceeds the amount of said deposit, the owner will be entitled to recover the said loss from the contractor in the manner as may be expedient.
9. If any sum remains due or become recoverable from the contractor on account of the non-fulfilment of this agreement of an account of any reason the contractor shall pay the same immediately on demand. if the Contractor does not make such payment on demand, the owner shall be entitled to recover the same from the Contractor as arrears of land revenue.

10. All other terms and conditions shall be in accordance with the general terms and conditions (Section B) and Scope of Work and special terms and conditions (Section C) of the Tender specification of _____ and shall be performed by Buyer strictly.
11. In witness at the due execution of the agreement the parties have been under set their hands the day and the year first above written.

Signed and delivered in the presence of witness

By the order & on behalf of
Chairman & Managing Director
RRVUNL, Jaipur

For& on behalf of Buyer

Signature _____

Signature_____

1. Witness with Address

1.Witness with Address

2. Witness with Address

2.Witness with Address

SECURITY BANK GUARANTEE

(Bank Guarantee in lieu of Security Deposit on Non-Judicial Stamp Paper worth as applicable)

In consideration of the _____ (hereinafter called the Seller) having agreed that in respect of Letter of Award/Letter of Intent No _____ Dated _____ (herein-after referred to as contract) placed with _____ having their registered office at _____ (Here in after called the Buyer), the buyer need not furnish the Security Deposit (75 % of total SD) amount in cash and/or Bank Draft. We the _____ (Full address) having its registered office at _____ (Full address) (hereinafter called the Bank) undertake to pay the seller on demand the sum or sums of money payable as security deposit by the buyer in respect of contract No. _____ Dated _____ placed by the seller RVUNL, _____ with the Buyer subject to the following terms & conditions.

1. Payment pursuant to this undertaking will be demanded by the seller from the Bank and will be met by the Bank without question, in the case, in which the buyer on receipt of the contract communicated to him by the seller, make default in entering into an agreement or having entered into such Agreement or otherwise makes default in carrying out the contract thereof. As to whether the occasion or ground is arisen for such demand, the decision of the Chief Engineer including Additional Chief Engineer and any other officer exercising the powers of Chief Engineer, RVUNL, shall be final.
2. The liability of the Bank shall not at any time exceed to Rs. _____ /- (Rupees _____ only).
3. The undertaking will be determined on _____ but without withstanding such determination, continue to be in force till the expiry of 3 months from the date of completion of aforesaid contract.
4. No variation in the terms of tender, acceptance or agreement as between the buyer and the seller made without the seller's consent shall discharge this undertaking.
5. No indulgence or grant of time by the seller to the buyer without the acknowledgement of the Bank will discharge the liabilities of the Bank under this guarantee.
6. The guarantee herein contained shall not be affected by any change in the constitution of the buyer.
7. Notwithstanding anything contained herein before the Bank's liability under this guarantee is restricted to Rs. _____ /- (Rupees _____) only and the guarantee shall remain in force up to _____ unless demand or claim in writing is presented on the Bank within 3 months from the date, the Bank shall be released and discharged from all liabilities there under.
8. All disputes arising under the said guarantee/ between the Bank and the seller or between the buyer and the seller pertaining to the guarantee shall be subject to the jurisdiction of Courts only at Jaipur in Rajasthan alone.
9. The Bank further undertakes not to revoke this guarantee during its currency except with the prior consent of the Chief Engineer, RVUNL.....
10. We undertake to pay this amount to the seller without any demure forthwith merely on demand from the owner, any such demand made on Bank shall be conclusive.

IN WITNESS WHEREOF the Bank has executed these presents the day..... and year.....

Yours faithfully,
Bankers (EXECUTANT)

Witnesses:-

- 1.
- 2.

This deed of Guarantee is made this day..... of

Yours faithfully.

Bankers
(EXECUTANT)

.....

Signed by the above named bank in the presence of witnesses with address:-

1.....

2.....

Station

Date

(Attested by Notary Public, First Class Magistrate or directly confirmed by the Executing Bank)

AFFIDAVIT

(To be executed on a non-judicial stamp paper of value Rs. 500/-)

(To be notarized before a notary public)

I, _____ son of _____ permanent resident of _____ do hereby solemnly affirm and state on oath as under:

(1) That I am the owner / proprietor / partner / authorized representative of _____ **(Buyer)** having our registered office at _____ and engaged in the business of _____.

(2) That I / we have participated in E-Auction for allotment of Ash from _____ (Thermal Plant & Unit name), against NIT number _____ and that I/we have been allocated _____ MT quantity of Ash from above Thermal Power Plant.

(3) That I hereby affirm that I/We will use the received Ash quantity in adherence to the relevant provisions specified vide MoEF&CC Notifications dated 31.12.2021 and other applicable statutory regulations, in the following eco-friendly purposes/activities:-

1. _____
2. _____
3. _____
4. _____
5. _____
- ..

(4) That I/We shall utilize the fly ash lifted from above Thermal Power Plant for bonafide end-uses only, in compliance with norms issued by MoEF&CC, GoI and other applicable statutory regulations from time to time.

DEPONENT _____

VERIFICATION

Verified on _____ day of _____ of the year **2022** that the contents of our affidavit are true and correct to the best of my knowledge and nothing material has been concealed thereof.

DEPONENT _____

SECTION-D

Methodology for E-Auction& Important Points

1.0 Price & Bidding Methodology

- 1.01 The minimum FLOOR PRICE of Fly Ash is Rs.100 (Rupees One Hundred only) per Metric Ton and CEILING PRICE Rs.600 (Rupees Six hundred only) per MetricTon. Bidders may quote the annual quantity required against a price starting from the floor price and in step of Rs.10 (Ten) i.e. Rs100, 110, 120 and so on up to the ceiling price of Rs.600 per MT.
- 1.02 Bidders may quote different quantity they would like to off-take at different rateswithin the specified range. The quantity at particular rate, quoted by the bidder shallbe deemed acceptable for evaluation / allocation towards all the rates below thequoted rate, unless otherwise specifically mentioned. (See Example below)

Example:

Rate Rs./MT	Bidder A Quantity (MT/Month)	Bidder B Quantity (MT/Month)	Bidder C Quantity ((MT/Month)
100(Minimum Floor Price)			
110...			
160...			
200			50000
210...			
300		45000	40000
310...			
400			30000
410...			
550		30000	20000
560...			
600	50000		10000

Case 1: Quantity 50000 MT quoted by Bidder A against the rate of Rs.600 shall be valid for all the rates up to Rs.100 which is below Rs.600 since the party has not quoted any quantity against the rate of Rs.550, Rs.400, Rs.200 etc.

Case 2: The quantity 30000 MT quoted by Bidder B against the rate of Rs.550 shall be valid for the rate up to Rs.310 only, since the party has specified the quantity of 45000 MT against the rate of Rs.300 and therefore this quantity of 45000MT shall be valid up to Rs.100.

Case 3: The quantity of 10000 MT quoted by Bidder C against price Rs.600 shall be valid upto Rs.560 and quantity 20000 MT quoted against price Rs.550 shall be valid upto Rs.410 and so on i.e. quantity 40,000 MT quoted at Rs.300 shall be valid upto Rs.210 and quantity 50,000 MT shall be valid for Rs.200 to 100.

- 1.03 Bids price quoted below Floor Price of Rs.100 per MT will not be considered.
- 1.04 Bidders may revise quantity of earlier bid quantity during auction.

2.0 Evaluation Criteria of Bids

2.01 Price Discovery and Quantity for allocation

- a. 10% of the tendered quantity will be the lower limit for bid evaluation below which the tender will be declared unsuccessful.
- b. For cumulative quantities quoted by bidders between 10% of the tender quantity (0.1 x 12.0 LMT) to 100% of tender quantity (12.0 LMT), the price at which maximum revenue is generated will be the discovered price. In such case, the quantity quoted by the bidder at the discovered price will be allocated to the bidder.
- c. In case the cumulative quantity quoted by all the bidders does not fall between 10% and 100% of the tender quantity but above the tendered quantity, the discovered price shall correspond to the cumulative quantity nearest to 100% and the allocated quantity shall be modified on prorata basis to the tendered quantity i.e. 12.0 LMT / Annum.
- d. Bids at discovered price and above will be the successful bids and quantity will be allocated to them as per Clause below.

3.0 Award Criteria

- 3.01 The bidder shall be awarded the quantity as quoted at discovered price. If cumulative quantity of all the bidders at discovered price is more than tendered quantity, party shall be allocated the quantity on pro rata basis.

4.0 Award price:

Discovered Price shall be the award price and shall remain firm for the period of contract.

5.0 Important Point:

- 5.01 EMD must be deposited online through NEFT/RTGS in MSTC Jaipur's IndusInd Bank account using "e-Payment" Link available into their MSTC Login and inform through email with buyer id and all other payment details such as amount, date of payment, UTR etc.
- 5.02 EMD deposited after due date will not be accepted.
- 5.03 Only those parties who have submitted the EMD up to due date & time will be allowed to participate in this e-auction.
- 5.04 Buyers are advised to send payment well in advance so as to reach the same in time in account of MSTC.
- 5.05 **Procedure to pay EMD:**
STEPS FOR PAYMENT THROUGH INTERNET PAYMENT GATEWAY AVAILABLE AT THE LOGIN PAGE (https://www.mstcecommerce.com/auctionhome/index_new.jsp)
STEP 1 : ENTER BUYER USER ID AND PASSWORD
STEP 2 : GO TO THE "e-Payment" LINK
STEP 3 : SELECT THE FOLLOWING OPTIONS FOR PAYMENT "PRE BID EMD"
STEP 4 : SELECT "JAIPUR BRANCH" OF MSTC
STEP 5 : SELECT AUCTION NO.
STEP 6 : SELECT LOT NO.
STEP 7 : Enter Required Amount
STEP 8 : BUYER HAS TO FILL THEIR REGISTERED BANK DETAILS
STEP 9 : PRINT THE PAYMENT CHALLAN AND MAKE THE PAYMENT (One challan can be used to make only one payment)
STEP 10 : Inform through email with buyer id and all other payment details such as amount, date of payment, UTR etc.

SECTION-E



RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LTD. OFFICE OF THE SUPERINTENDING ENGINEER (FUEL-II)

TENDER NOTICE

Tender No. RVUN/SE (Fuel-II)/Jaipur/ TN-11/ 2022-23

SUPERINTENDING ENGINEER (FUEL-II), RVUN, Jaipur on behalf of Rajasthan Rajya Vidyut Utpadan Nigam Ltd. invites online tender for e-Auction through MSTC website www.mstcecommerce.com for **“Sale/collection of ESP Dry Fly Ash generated from Chhabra Thermal Power Plant unit 1 to 4 (1000 MW).**

Details of tender and qualifying requirement are available on departmental website www.energy.rajasthan.gov.in and MSTC's website www.mstcecommerce.com.

Sr. No.	Name of Thermal Power Plant	Estimated quantity of ESP dry fly ash generation available for allocation	Earnest Money (Rs.)
1	CTPP, Chhabra. Unit 1 to 4, 1000 MW	12.00 Lakh MT	Rs.5 (Five) per MT of quoted annual quantity

TENDER EVENT

Sr. No.	SCHEDULE OF EVENT	DATE	TIME
A.	Start date & Time for downloading the tender documents.	15.06.2022	18.00 Hrs.
B.	Last date & Time for submission of EMD amount.	21.06.2022	12.00 Hrs.
C.	Last Date & Time for online submission of Techno-Commercial bid	22.06.2022	12.00 Hrs
D.	E-Auction at MSTC portal	24.06.2022 (13.00 Hrs to 16.00 Hrs)	

Note:-

All bidders are mandated to get enrolled on the MSTC portal www.mstcecommerce.com in order to download the tender documents & other particulars in the subsequent bidding process.

**SUPERINTENDING ENGINEER (FUEL-II)
RVUN, Jaipur**