

Tender Specification No: RPL/ASH/RFQ/2023-24/104

TENDER DOCUMENT (TENDER)

For

ASH TRANSPORTATION TO QUARRY

From

ISH / POND ASH

of

RATTANINDIA POWER LIMITED (RPL/OWNER)

1350 MW (5 X 270 MW)

NANDGAONPETH, AMRAVATI,

MAHARASHTRA

11.10.2023

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## Part 1- Instruction to Bidders

### 1. Introduction

RattanIndia Power Limited (RPL) is a public listed company, having set up a 1350MW (5x270 MW) Thermal Power Plant at Nandgaon Peth in the Amravati district of Maharashtra.

RPL invites offers from reputed bidders / suppliers, having sound financial and technical capabilities and similar experience in providing Ash transportation service to leading power plants of the country.

### 2. Eligibility Criteria

Eligibility criteria	Parameter	Minimum requirement	Support Document required
Technical Qualification Requirement	a) Experience in Ash transportation from Power Plants b) Experience in coordination with local bodies c) Bidder must possess a minimum of 25 nos. of Fleet (Dumpers / Trucks etc) registered in their company name.	3.0 lacs MT in any of last three financial year ending 31.03.2023	Performance certificate issued by the customer for the works executed
Financial Qualification Requirements	The average annual turnover of the Bidder for the preceding three financial years as above	Rs. Five (5) Crores	Turnover and net worth duly certified by Statutory Auditors.
	The average net worth of the Bidder for the preceding three financial years as above	Rs. One (1) Crore	

OR

Bidders who have already acquired the NOC for dumping of Ash to their quarry nearby at / in around Amravati Thermal Power Plant and have taken the necessary approvals from the Statutory local bodies. They are NOT required to submit the above documents and are exempted of the Eligibility Criteria as mentioned above.

- a) Bidding through a Consortium is not permitted.

### 3. Method of Submission of Bid

The Bid should be submitted in two parts as described below:

PART-1 in a separate sealed envelope should contain EMD, all documents related to Eligibility Criteria The envelope should be super scripted as 'Technical Bid'

PART-2 should contain the price bid and the envelope should be superscribed, as 'Financial Bid'. The price bid shall indicate the rates and actual quantum of taxes considered to arrive at the Contract

Price (separately for goods and services) in a format specified. Failure to do so would lead to immediate rejection of the Bid.

Part-I and Part-II shall be individually sealed and super scribed as indicated above and should be enclosed in the main cover duly sealed and super scribed with name of Bidder, Bid No., Package No. and Due date & time of opening.

The completed Bid in 1 (one) original and 1 (one) copy with all its accompaniments must be enclosed in a sealed box and delivered in person or sent by Registered Post or Courier to the Bid Issuing Officer unless otherwise instructed to the contrary, to reach on or before the date and hour fixed for receiving the Bid.

Price bids received in open condition and through fax and/or email shall be rejected.

In the event of any discrepancy between the original and the copies, the original shall govern.

If the envelope is not sealed and marked as instructed above, the Employer assumes no responsibility for its misplacement or premature opening of contents of the Bids.

No Bidder is entitled to legally proceed against the Employer or claim any penalty in this regard.

The Bid may be submitted by registered post/speed post/courier or in person. Bids submitted in any other modes shall not be accepted. The employer shall not be responsible for any kind of postal delay or non-delivery of documents sent either by the Bidder. Any Bid received after the prescribed deadline shall not be opened.

The Bids may be submitted to:

Mr. Rajesh Kumar  
Asst. Vice President – Contracts & Commercials  
RattanIndia Power Limited.  
A-49, Ground Floor, Road No. 4,  
Mahipalpur,  
New Delhi – 110037.  
Email: [rajesh.k17@rattanindia.com](mailto:rajesh.k17@rattanindia.com)

#### 4. Modifications and Withdrawal of Bids

The Bidder may modify or withdraw its Bid after Bid submission, provided that the modification or notice of withdrawal is received in writing by the Employer prior to the prescribed deadline for submission of Bids.

The Bidder's modification or notice of withdrawal shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of Bids. A notice of withdrawal may also be sent by fax, telex or e-mail but shall be followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids. If the envelope is not sealed and marked as instructed above, the Employer assumes no responsibility for its misplacement or premature opening of contents of the Bids and no Bidder is entitled to legally proceed against the Employer or claim any penalty in this regard.

No Bid can be modified subsequent to the deadline for submission of Bids and shall be treated as non-responsive and be rejected. No Bid may be withdrawn in the interval between the deadline for

the submission of bids and the expiration of the Bid Validity Period specified herein.

#### 5. Validity of Bid

The Bid submitted shall be deemed to constitute an offer between the Bidder and Employer whereby such Bid shall remain open for acceptance by Employer for a period of 3 (three) months from the date of submission of the Bid, during which period the Bidder shall not withdraw his Bid or amend, impair or derogate there from. The validity of prices for mandatory and recommended spares shall be kept open for a period not less than 3 (three) years after the date of issue of Letter of Award.

Notwithstanding above, Employer may require the Bidder to extend the validity period of his Bid, as required. The request and response thereto shall be made in writing. If the Bidder agrees to such extension request, the validity of Bid-guarantee shall also be suitably extended by him. A Bidder accepting the request will not be required or permitted to modify the Bid or the prices.

#### 6. Earnest Money Deposit (EMD)

Each Bid shall be accompanied by Earnest Money Deposit (EMD) of Rs 5,00,000 (Rupees Five Lacs only) in the form of Demand Draft in favour of the Employer. The EMD shall be submitted in a separate envelope super-scribed as EMD.

The Demand Draft towards EMD shall be issued from a Scheduled /Nationalized Bank in India to be accepted by the Employer situated in India drawn in favor of M/s RattanIndia Power Ltd, New Delhi.

After evaluation of Bids, EMD of unsuccessful Bidders shall be returned. EMD of the successful Bidder may be adjusted against the retention money/ performance guarantee. Any Bid without EMD shall not be treated as valid and is liable for rejection.

In case the Bidder (i) withdraws his offer after acceptance or (ii) fails to furnish the performance security (iii) withdraws/amends his offer during its Validity Period or (iii) acts in violation of the terms and conditions of the Bid documents; the EMD so submitted shall be forfeited.

Bidders who have already acquired the NOC for dumping of Ash to their quarry nearby our Plant and have taken the necessary approvals from the Statutory local bodies are exempted from EMD money.

No interest is payable on the Earnest Money Deposit.

#### 7. Contract Performance Security (CPS)

Bidder need to submit CPS 10% of the total Contract Amount (exclusive of taxes & duties). The EMD amount submitted by the Successful Bidder shall be converted into CPS. The Bidder shall submit the balance amount of CPS, if any, within 7 days from the date of issuance of Purchase Order

The CPS shall be returned within 30 days after final settlement of the Contract, subject to deduction of tax, if any and after adjusting/ setting off any amount due to RPL from the Bidder and after the approval of Contract Closure note. No interest shall be payable to the Bidder on the amount of CPS.

CPS shall be maintained throughout the tenure of the Contract as a security for satisfactory performance. In case of any unsatisfactory performance, CPS may be forfeited. In case of forfeiture of the CPS or part thereof, the Bidder shall replenish the same within 2 weeks of such invocation and intimation from RPL. If the Bidder fails to replenish the same within the stipulated time of 2

weeks, then RPL shall be at liberty to withhold the payment due for supplies already made to the extent of CPS replenishment required or terminate the Contract.

Unsatisfactory performance shall include but not limited to any or all of the following:

8. Opening of Bids

- a. The Bids shall be opened on the appointed date in the manner described hereunder:

Non-Financial Bid will be opened first, on the date, time and place as specified in the Bid in presence of those Bidders who wish to attend. If the amount and mode of EMD submitted, satisfy the requirements of Employer then the Bids will be considered for further assessing of Eligibility Criteria. The Bidder meeting the eligibility criteria shall be considered as technically qualified.

- b. Financial Bid containing price bid of the technically qualified Bidders will be opened at a later date with prior intimation only to those Bidders whose Bids are being considered.

9. Price Basis and Currency

Price shall be quoted by the Bidder in Indian Rupees.

10. Additional Information

The Employer does not guarantee the correctness of interpretations, deductions or conclusions which are given as additional information to the Bid documents or in any reports, maps, drawings, diagrams or in other reference information available to the Bidder from the Employer or otherwise. The statements of fact contained in the additional information have been produced as found, communicated to, ascertained or otherwise learned by the Employer.

11. Evaluation of Bid

The Bids received and accepted will be evaluated by the Employer commercially and technically so as to make a selection in the best interest of Employer in the following steps:

a) Step-1

The Earnest Money Deposit (Bid Guarantee) shall conform to the requirements set forth in this instruction to Bidders with respect of the amount and mode. A Bid will be rejected outright if Bid Guarantee does not satisfy the requirements as stated above.

b) Step-2

Qualification documents of the Bidders shall be checked.

c) Step-3

A detailed technical evaluation of only qualified Bidders will be done.

d) Step-4

Price Bid of only technically acceptable Bids will be opened. The date of which will be intimated to the Bidders at an appropriate time.

12. Evaluation of Bid to Be Confidential

- a) After the opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to the Bidder or any other persons not officially concerned with such process.

- b) Any effort by the Bidder to influence the RPL in the process of examination, clarifications, evaluation and comparison of bids and decisions concerning award of contract may result in the rejection of the Bid

13. Rejection of Bids

The submission of any Bid in response to this Bid Documents shall constitute an agreement that the Bidder will have no cause of action or, claim against Employer for rejection of his Bid. Employer will always be at liberty to reject or accept any Bid or, Bids at his sole discretion and any such actions will not be called into question and the Bidder shall have no claim in this regard against Employer.

14. Award of Contract

The employer would be at liberty to accept any Bid, lowest or otherwise, in whole or in part and to reject any or all the Bids received, without assigning any reason, and no explanation can be demanded from any Bidder in respect thereto.

15. Signing of Contract and contract duration:

After the Employer notifies the successful Bidder that its Bid has been accepted, the Employer and the selected Bidder shall sign the Contract for the Facilities/Works in the form and manner as provided by the Employer.

## **Part -2 - Scope of Work**

- a) Identification of Abandoned mine / quarry and demarcation of filling area.
- b) Distance from the loading point to Quarry un-loading point shall be jointly Verified by RPL / Bider before start of dumping. Billing on the basis of Weighment in Metric Tons as per RPL weighment slip.
- c) Statutory permissions from all Government authorities for quarry filling to be obtained by the Bidder. RPL will support and confirm clearance before start of work. Once go ahead received from local body, then the permissions shall be given for lifting from ISH/ Pond Ash/Bottom Ash to Mine Quarry.
- d) Loading of dumpers with Ash and Transportation of ash through dumper.
- e) There should be provision of GPS tracking in every dumper for ash disposal to Mine/Quarry etc. from RPL plant. Dumper without GPS tracking should not be deployed for ash disposal to Mines/Quarry etc. Bidder will install the same but provision to be kept for initial fitment, new vehicles, maintenance / stoppage of GPS for maintenance.
- f) The Speedometer of the vehicle must be in proper working condition.
- g) Distance of each quarry shall be measured jointly between RPL and Bidder at the start of contract and same shall be considered for billing purpose.
- h) Outward movement entry of each dumper at plant end shall be recorded. Challan slip must be verified by RPL-C&C/Stores and RPL-Security personal deputed at site near to weigh bridge. The out-time of dumper from plant gate shall also be recorded by RPL-Security personal at the gate. Similarly, inward entry at quarry end for respective dumpers shall be recorded (dumper no., in-time to quarry and out-time from quarry) by the RPL-Security personal. Manpower to be made available round the clock.
- i) To avoid spillage of ash during transportation dumpers to be covered with tarpaulin.
- j) Compacting of filled ash by rollers.
- k) Regular dosing of ash by Dozer /Loader at dumping area.
- l) Spraying water on dumped Ash to mitigate air pollution.
- m) Complying with MoEF & CC guidelines for Stowing / back filling of mine/quarry area.
- n) If any kind of malpractices noticed, then appropriate disciplinary action shall be taken (Issue of warning letters / Termination).
- o) Adequate free board in the trucks should be kept avoiding overflow/spillage of Ash during loading and transportation.



### **Other Points:**

- a) RPL required to submit BG to MPCB, if same BG is forfeited by MPCB due to non-compliances, same amount to be recovered from Bidder.
- b) All statutory permissions with respect to ash disposal in any avenue shall be in the scope of Bidder. Any cost/ Liaising fees with statutory body and local persons etc shall be sole responsibility of Bidder.
- c) Bidder to ensure that all terms and conditions of concerned authority (MPCB, Gram Panchayat, Railways, District Mining office or any other agency) giving various permission/clearances should be duly complied. Bidder will give inputs / efforts for availing the same. M/s RPL will support and confirm clearance before start of work. Once go ahead received from RPL, then the permissions shall be deemed O.K
- d) Bidder to submit "End Use certificates" every quarter from the agencies to which the fly ash has been sold/ transferred. The quantum of ash transported and utilized also needs to be certified by the end use agencies.
- e) Mobilization: Immediate. No. of dumper/Trucks will be as per directions of RPL-Engineer.
- f) Contractor must submit valid registration and insurance of the vehicle including Driver's insurance. Workman compensation policy (WC Policy) must be there.
- g) Rates shall be fixed irrespective of distance travelled within plant from ISH/Ash Dyke/Bottom Ash to Quarry or as designated.
- h) For Quarry- Dumper Tare weight & Gross weight will be considered for quantity certification.
- i) Liquidated Damages/Penalty:  
5% on undelivered qty shall be levied if monthly schedule not met by contractor. This monthly schedule will be prepared jointly with RPL EIC and Contractor.  
LD shall not be applicable in case ash transportation is affected / interrupted due to reasons which are beyond the control of Bidder (contractor). These reasons shall majorly include force majeure conditions, local area problem, any other govt. issues etc. In such scenario the monthly schedule may be revised after mutual discussion between RPL and Bidder
- j) In case of mismatch between data at loading point and receiving/dumping points i.e., Nos of trucks / dumper dispatched vis-a-vis Nos of trucks/dumpers received at low laying area / Mines / Quarry. Receiving data at low laying area / Mines/ Quarry will be considered for processing of bills. Further trucks/dumpers not received at Low laying area / Mines / Quarry will be considered as sold to Brick manufacturer and recovery will be done from Bidder at double of per MT rate of sale to Brick manufacturer i.e., Rs. 100 per MT (Rs. 50 per MT \*2) Note: Short receipt of dumpers shall be notified by RPL within 48 hrs of dispatch from plant end.
- k) In case RPL finds that Ash disposal is not adequate by Bidder, then RPL reserves the right of Ash disposal to Quarry by another contractor at the risk and cost of Bidder.
- l) Enroute Map (from Loading point to Unloading Point) to be provided by the bidder.

- m) Basic amenities should be provided by Bidder to RPL manpower deploy at quarry i.e water arrangement, electricity arrangement, porta/cabin for sitting and keeping record.
- n) Valid statutory compliance document should be available for vehicle and operator deployed for executing work. In case any deviation will be found such vehicle/operator will be blacklisted and not be allowed to work at RPL premises.
- o) If any Dumper / driver will be found moving/roaming at any other location/ area of RPL Plant. Such Dumper / driver will be blacklisted, and heavy penalty will be imposed on Bidder and Such dumper / driver will be blacklisted.
- p) All the loaded dumper should be allowed to go outside from RPL plant premises under proper tarpaulin and tie with Rope and allowed to unload at quarry by RPL- Security, when found properly covered with tarpaulin.
- q) Bidder will allow RPL to install their Own CCTV camera to close monitoring the unloading activities at quarry.
- r) No malfunctioning and manipulation with dumper' Odometer/Speedometer will be allowed. If any manipulation / tampering will be found in Odometer of dumper, strict action will be taken against Bidder by imposing penalty of equivalent amount of amount paid for ASH shifting through such Dumper during contract period and in future such dumper will be blacklisted. In case any malfunctioning in Odometer/ speedometer same should be immediately informed to RPL official in writing and till the time of rectification such vehicle will not be allowed to execute work and Bidder need to get rectification with in allowable time and inform to RPL official. If such malfunctioning has been reported by RPL official, same shall be treated as manipulation / tampering with Odometer/ speedometer reading.
- s) Bidder is not allowed to open the tarpuline enroute of plant to unloading point and not allowed to unload the ash on any other location outside the plant other than approved location . If same has been found, same will be treated as Breach of contract and necessary recovery and legal action will be taken against the Bidder and decision of RPL will be binding on the Bidder.
- t) Before deploying any vehicle / Dumper at RPL plant premises, Bidder need to take permission from RPL official and Tare weighment of vehicle will be done at RPL weighbridge in the presence of Joint team of RPL official and on re - tare weighment of all the dumper will be done on first day of the month.
- u) While allowing dumper from Plant, security will allow gate pass issued by security showing date, time of allowing dumper from RPL plant which operator need to handover the RPL security ( deployed at Quarry.
- v) Loaded dumpers diverted elsewhere other that quarry transport charges payment should not be considered.
- w) Bidder will support RPL team in taking joint measurement of query for taking volumetric weighment on periodical basis.
- x) Bidder need to submit 15 days bill with 5 days i.e. 1-15 bill need to be submitted by 20<sup>th</sup> of the month. If fail to do so, then penalty of Rs 2000 per day for late submission of bill will be levied and deducted from the bill of Bidder.

- y) Bidder need to jointly finalise monthly ASH lifting schedule in consultation with RPL (EIC) for next month by end of the preceding month. If fail to do so, then penalty of Rs 5000 per day for late submission of Monthly Schedule will be levied and deducted from the bill of Bidder.

### **Part-3 – COMMERCIAL TERMS**

#### **1. Bills and Payments:**

- a. The contract rate shall comprise of the two components, details are as per Annexure-II.
- b. Contract rates shall be valid throughout the contract period. However, any changes in GST during the contract period shall be payable by Bidder.
- c. 100% Payment along with taxes shall be paid by RPL within 30 days from the date of submission of correct & certified invoice along with all relevant documents.

#### **2. General Terms:**

- a. In case the Bidder / its workmen damage any building / fencing, enclosure of any other fitting belonging to RPL, Bidder shall make it good at its own cost.
- b. The Bidder shall be fully responsible for injury to his workmen during the contract period.
- c. Following events shall qualify as Force Majeure exempting Bidder from the performance under the LoA:
  - i) Disruption in lifting/transportation of Ash due to:
    - ✓ Major Civil disturbances due to riots, terrorism.
    - ✓ Industry wise /Nation-wide strikes, bandh or lockdown.
    - ✓ Any political event affecting transportation of Ash.
- d. RPL shall be at liberty for accepting or rejecting the Force Majeure claim of the Bidder seeking exemptions from performance under the LoA.

#### **3. Termination:**

- a. RPL shall be at liberty to terminate the LoA on account of non-performance by giving fifteen-day notice to Bidder. Decision of RPL regarding applicability of non-performance of Bidder shall be final and binding.
- b. In such an event RPL will be at liberty to forfeit any retention amount of Bidder.

#### **4. Dispute Resolution:**

- a. In the event of any dispute or disagreement arising between RPL and BIDDER concerning this LoA, both parties shall settle the dispute amicably.
- b. In case the dispute does not get resolved amicably, the decision of RPL shall be final and binding on the BIDDER.
- c. The competent Courts at New Delhi alone shall have the exclusive jurisdiction in all matters such as disputes, questions or differences of opinion between both the parties concerning or arising under the contract.

Thanking you,  
Yours faithfully,

For RattanIndia Power Limited

Schedule A

Details to be provided by the Bidder

Note: Please provide the documents in support of information

1	Name of the Bidder		
2	Constitution of Bidder		
3	Authorized Person for purpose of this Bid (Pl provide authorization)		
4	Designation		
5	Contact Details	Phone	
		Mobile	
		Fax	
		e-mail	
6	Address		
7	Turn Over during last three financial years (Please provide CA certificate)	2019-20	
		2020-21	
		2021-22	
8	Copy of EPF Registration		
9	PAN, GST Registration details		

Seal of the Company

Signature of Bidder  
Nae of Bidder Designation Address

ANNEXURE-I:

END USER CERTIFICATE FOR QUANTITIES HANDLED  
(ON THE LETTER HEAD OF END-USER / PSU's)  
(To whomsoever it may concern)

Ref No:

Date:

To,  
Asst. Vice President – Contracts & Commercials  
RattanIndia Power Limited.  
A-49, Ground Floor, Road No. 4,  
Mahipalpur,  
New Delhi – 110037

Sub: \_\_\_\_\_

This is to certify that, M/s \_\_\_\_\_ (Name of Bidder) have handled below Quantity  
for us as per details given below:

S. No	Period of Supply (From-To)	Quantity (MTPA)

This certificate is issued at the request of M/s \_\_\_\_\_ (Bidder) for  
the purpose of participating in the tender.

(Signature of Authorized Person with Name,  
Designation and Complete Address)

PLACE: \_\_\_\_\_

DATE: \_\_\_\_\_

## ANNEXURE-II

To,  
Asst. Vice President – Contracts & Commercial  
RattanIndia Power Limited.  
A-49, Ground Floor, Road No. 4,  
Mahipalpur,  
New Delhi - 110017

Sub: Bid for Ash Transportation to Quarry

Dear Sir,

Having examined the Bid Document no. RPL/ASH/NIT/2023-24/104 including its revisions/ amendments/addenda/ corrigenda and clarifications, the receipt of which is hereby acknowledged, we the undersigned, offer “Ash transportation Services for RPL” in full conformity with the provisions of the Bid Document, inclusive of all taxes and duties:

One way distance from plant material gate to quarry (ISH to Quarry)	Transportation Charges per MT	Distance of Quarry	Total Price
Transportation of Ash – up to 10 kms distance (Fixed Cost)			
Transportation of Ash – Above 10 Kms distance; Rate per Km			
Toll Charges (If any)			

Notes:

- i. It is confirmed that we have thoroughly examined and understood the instructions, Scope of Work and the terms and conditions etc. covered in the Bid Document issued by RPL.
- ii. We confirm that our quoted unit rates will remain firm during the validity period of the Bid and are not subjected to any variations for any reasons whatsoever.

Signature:.....

Name:.....

Designation:.....