

**Tender for Utilisation of Bottom Ash from Ash Pond
of Dhariwal Infrastructure Limited in 2024-25
Tender No. PUR/51391 Dated 19.07.2024**

1. INTRODUCTION

Dhariwal Infrastructure Limited ("DIL") invites Tenders in the prescribed format from Competent Service providers for Utilisation of Bottom Ash from Ash Pond of Dhariwal Infrastructure Limited (DIL).

TENDER SUBMISSION:

- The tenders are to be submitted in two parts, 1. Technical Bid and 2. Commercial Bid.
- Please send your complete offer in **password protected .pdf file** to sangram.singha@rpsg.in only on or before tender closing date.
- The password shall be shared by you **in separate email when we ask for it.**
- The last date of tender Submission shall be **26.07.2024 by 15.00 hrs.**

NOTE:

Refer Annexure-I for Price Schedule.

Company details to be provided as per Annexure II.

Bid shall be submitted only after complete understanding of the tender terms & conditions and undersigned may be contacted in case of queries in relation to the current tender.

Price Bid to be submitted as per Annexure I, clearly indicating the deviations w.r.t tender terms, if any.

Offers received after the closing date, as mentioned above, will not be considered.

Scan copy of all pages of the Bid papers and other accompanying documents shall be initialled at the lower right-hand corner with ink only and signed where required by the Bidder or any person holding Power of Attorney authorizing him to sign on behalf of the Bidder before submission of the Bid and submitted as Technical Bid.

Bid, which is incomplete, obscure or irregular or only for a part of the schedule, is liable for rejection.

DIL reserves the right to negotiate with any or all the bidders on any or all terms and conditions including price. DIL reserves the right to cancel/withdraw the Invitation for Bids, and/or reduce the Quantity including awarding Work Orders on multiple vendors, without assigning any reasons and shall bear no liability whatsoever consequent upon such a decision.

For Dhariwal Infrastructure Limited

Sangram Singha
Addl. Manager (Materials)
Contact No.: 9163377068
Email: sangram.singha@rpsg.in

2. SCOPE OF WORK

- a) The bidder shall evacuate and utilize the Bottom Ash from the ash pond of DIL by deployment of suitable machinery, loaders, dumpers and other associated equipment and manpower. Necessary temporary approach road construction within the ash pond along with other necessary work to ensure safe and environment friendly evacuation is also under the scope of work.
- b) The quantity of bottom ash to be evacuated and utilised is approx. 2,00,000 MT annually.
- c) The quantity of bottom ash evacuated and utilised for invoice will be based on average weight of the individual category/type of dumpers as will be deployed by the successful bidder. Bidder will declare the registration number of the dumpers along with other details to be deployed for the work. Each such dumper will be weighed 10 times at DIL weighbridge. The quantity evacuated by the said dumper in a month will be based on total trips and average of the ten weighments.
- d) All dumpers to be cleaned of all ash after loading and covered with tarpaulin to ensure zero spillage during transportation.
- e) Adequate measures during loading and transportation for control of fugitive emission, spillage including spraying of water etc. to be under scope of bidder.
- f) Safe working practices to be ensured during the course of work and no damage to company property and human will be accepted. In the vent of such it will be treated as a default and is liable for penalization which will be adjusted from the Bank Guarantee/Security Deposit submitted by the vendor.
- g) The work of complete evacuation and utilization of the bottom ash is to be completed in all respects strictly in accordance with DIL requirements. For the same, DIL will communicate to successful bidder (s) on a monthly basis the plan of evacuation and bidder shall have to conform to the same.
- h) The successful bidder will submit end user certificate for the quantity of bottom ash evacuated and utilized by them.
- i) Terms and conditions contained in MoEF/MOP/CEA/CPCB/SPCB and other statutory bodies notifications and circulars, issued from time to time has to be complied with for handling, transportation and utilization of fly ash.
- j) Successful bidder to ensure all statutory and safety regulations of DIL including ESI, PF and valid permits of dumpers deployed for the purpose.
- k) In the event of multiple successful bidders, all the successful bidders will have to work in cooperation and liaison with each other for completion of the work within the stipulated time.

3. RATES AND PAYMENTS

- a) Bidders shall provide their best rates for evacuation of bottom ash from ash pond of DIL as per format provided in Annexure I.
- b) The above rate shall be effective from the first day of receipt of bottom ash from DIL as per terms of this Tender. GST shall be paid extra at actuals. All other taxes, duties, etc. as applicable from time to time will exclusively be borne by you and DIL will have no liability on this account.

- c) All taxes, rates, duties, levies etc. as may be applicable from time to time will be borne by DIL in respect of this tender up to ash pond of DIL and not beyond that. In case, any such taxes, duties, levies etc. are required to be paid by you on account of DIL, in respect of this Tender the same will be reimbursed by DIL at actual upon production of original bill(s) of the concerned Authority together with original receipted payment voucher(s). However, all taxes, duties, levies, etc. as may be applicable beyond the outlet point of hydro bin/silo will be exclusively borne by you and DIL will have no liability in this regard.

3. EARNEST MONEY DEPOSIT

Bidders shall be required to furnish an EMD of INR 2 Lakh (INR Two Lakh only) through RTGS/NEFT/DD along with Techno-Commercial and Price Bids.

The bank details are as follows:

Name of the Beneficiary's Bank : ICICI Bank Ltd
Name & Address of the Branch : R. N. Mukherjee Road, Kolkata
IFSC Code of Beneficiary's Bank : ICIC0000006
Account No. of the Beneficiary : 000605021596
Name of the Beneficiary : Dhariwal Infrastructure Limited

4. VALIDITY OF THE ORDER

The validity of the Work Order shall be 1 year from the date of issuance of the same.

5. QUANTITY OF ASH

The quantity of Bottom Ash to be utilized by the successful bidder(s), shall be approximately 2,00,000 MT annually. DIL reserves the right to allot any quantity to the successful bidder(s).

The quantum offered to successful bidder(s) will be at the sole discretion of Dhariwal Infrastructure Limited.

6. STATUTORY OBLIGATIONS

- a) You shall duly perform and discharge all your statutory obligations including, but not limited to the obligations covered under Employees State Insurance Act, 1948, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Payment of Wages Act, 1936, West Bengal Payment of Wages Rules, 1954 Contract Labour (Regulations & Abolitions) Act, 1970, Workmen's Compensation Act 1923, Minimum Wages Act 1948, Water (Prevention and Control of Pollution) Act, 1974, Air prevention and Control of Pollution) Act, 1981, Environment (Protection) Act, 1986 and all other Statutory enactments relating to this job and Rules and Regulations framed thereunder and Notifications of the Statutory Boards viz. West Bengal Pollution Control Board, Central Pollution Control Board, etc all as amended from time to time. You shall be solely liable for any violations of local or national environmental statutes and any, complaints arising out of such violation during the

pendency of this job shall be dealt with by you exclusively and DIL shall not have any obligation in any matter whatsoever.

- b) You shall properly maintain and duly submit to the Station- In- Charge or his representative(s) "End Utilization Card/ Certificate" for each dumper in the prescribed format to be shared with you in due course.

The said cards/ certificate(s) must be filled up in proper manner with the exact address of the utilization site indicating therein an important nearby land-mark in respect of each and every trip of lorry/ dumper. Please note that in case it is found on scrutiny that the ash has been dumped in place other than that indicated in the said card for any reason whatsoever, you shall be suitably penalised for the same or the Work Order terminated.

Over and above submission of such End Utilization Cards / Certificates as indicated above, you shall have to furnish certificate(s) from the concerned authority of all major end utilization agencies including road and embankment and land filling projects certifying the quantum of ash received during each month in the prescribed format.

- c) You shall ensure that there should be no unauthorized filling of water bodies or wetlands namely Khal, Bill, Doba Pukur, Nadi, etc. with ash either by you or your agent or the end user. In case any violation is noticed, this job may be terminated and you shall have to take full responsibility of any such violation.

In order to achieve cent percent success in not filling unauthorized water bodies or wet land and to take care of fugitive emission etc. at the time of dumping you shall educate all your employees related with job of disposal of ash covered under this job regarding the ecofriendly ash disposal, status, norms, notification etc. issued from time to time by the competent authorities. Please note that you shall have to take responsibility in case of unauthorized filling up of any wet land or water bodies in case there is any such unauthorized filing up of water bodies or wet land you shall have to bear 50% of the total cost of reclamation to restore such land to its original state.

- d) Adequate measures towards moistening of ash, covering the same with tarpaulin on the dumpers etc. and supervision to prevent spillage of ash during transportation shall be taken by you at your own cost. The dumpers should be cleaned after unloading ash at disposal / utilization sites.
- e) You shall have to take adequate measures and precautions so that there is no environmental pollution at ash disposal or utilization site(s) and shall ensure that the end-use(s) of ash do comply with necessary environmental measures including-but not limited to water sprinkling dozing, compacting, top carpeting etc.
- f) You shall be solely responsible for utilisation of the bottom ash evacuated by you from DIL in eco-friendly manner following all applicable norms as stipulated in notification(s) issued

by MoEF & CC. You will be liable for any consequences/penal actions for failure to adhere to the said notifications and/ or failure to evacuate the quantity of bottom ash assigned to you as per Clause 1 as notified in the notification issued by MoEF & CC dated 3rd December, 2021.

- g) Each of your employees connected with this job shall be provided with identity slip. Such identity slip shall be carried by each employee while on duty in DIL and shall be produced to any of our officers on demand. In order to facilitate us to issue such identity slips, you shall submit the details of your employees connected with this job indicating their names, father's name, address, age, etc as may be required by the Station-In- Charge, DIL or his representative(s) from time to time. Any change in the aforesaid information shall be subject to safety and security rules and regulations inside the Power Station. None of your employee shall be allowed to enter DIL without having such identity slip. Your employees will be granted access only to your place of work and under no circumstances any of them will be allowed to enter any other parts of the Power Station.
- h) You shall take all necessary precautions for safety and security of men and materials inside DIL. All on job safety personal protective equipment as demanded by safe work procedures is to be provided to all your employees including drivers and helpers of the vehicles employed by you.
- i) You shall instruct and ensure that all your employees including drivers and helpers to abide by standard safe working procedure including usage of required personal protective equipment and other safety devices at all times. Violations as will be observed for any unsafe working practices and deviations of standard safety protocols and intimated to you from time to time will have to be acted upon by you on urgent priority basis.
- j) You shall indemnify and keep us indemnified against all claims for compensation by or on behalf of any of your employees connected with this job for injury or death by accident. You shall maintain sufficient insurance coverage at your own cost to cover any such claim. As regards injury or death of any of our employees; or any person or persons not connected with the job caused by you or any of your employees, you shall be liable to pay all damages and you shall indemnify and keep us indemnified against all such claims

7. DAMAGE

In case any damage occurs to any structure(s) of DIL or structure(s) of any other agency or agencies operating at adjacent site, on account of any mal-operation or any defect or default on the part of you, then you shall be liable to bear the cost and expenses arising out of such damage with an upper limit of Rs. 15 (fifteen) lacs for each of such occurrence. The payment, subject to a maximum limit of Rs. 15 (fifteen) lacs, shall be made by you in the event the

aggrieved DIL fails to recover the loss (Part or Full) from the Insurance Coverage and otherwise, as the case may be.

8. SAFETY

You shall take all steps to see that no damage is caused to any of the temporary or permanent structures like boundary walls, pipes, structures, etc. of DIL or any other agency during transport operation or otherwise.

You shall also abide by the Safety Regulations as prevalent in DIL.

9. PERFORMANCE, TERMINATION, DISPUTE RESOLUTION

- a) In case you fail to evacuate bottom ash from DIL for any reason whatsoever other than due to an event of Force Majeure as described in Clause 10 of this tender, during the period when any of the units of DIL is in operation, you shall intimate the same in writing to DIL immediately but in no case later than 1 (one) day from the date of such happening and DIL will evacuate such bottom ash at the cost and expenses of you at actuals.
- b) In case you fail to clear the Ash Pond in a desired manner, then the Work Order that shall be placed is liable to be terminated for such default. The decision of the Station-In-Charge of DIL in this respect shall be final and binding.
- c) You shall not employ any sub-contractor or sublet this job or any part thereof and shall not assign the benefit of this order or any part thereof to any person or persons without having prior written approval from us; and any violation of this stipulation will be viewed seriously and this order may be terminated for such violation.
- d) In case of your failure to perform the specified job and/or commit any breach of the terms and conditions set forth even herein above, this order may be terminated and upon such termination of this order, you shall cease to continue performing under this job. Termination of this order shall, however, be without prejudice to our other rights and remedies against any breach caused by you during pendency of the order.
- e) In case of your failure to implement discipline amongst your employees including drivers and helpers of vehicles to adhere to standard safety practices/protocols and under the event of multiple violations to such as will be observed and communicated to you, this job is liable to be terminated.
- f) DIL reserves the right to terminate the Work Order (without cause and liability) by giving 30 days' notice to the successful bidder(s) without assigning any reason whatsoever:
 - i) Upon the occurrence of the successful Bidder' (s) Default as defined hereunder, DIL may

or may not deliver a notice (depending upon severity of default determined at its sole discretion) of Termination of the instant Work Order specifying the Termination Date. On the Termination Date, the Work Order shall stand terminated, except for the obligations or duties that are to be carried out after termination or owed by a Party at the time of or as a result of such termination, unless otherwise specified in the termination notice.

Each of the following events shall constitute a Bidder's event of Default:

(a) The failure by Bidder to perform any obligation under the Work Order and (in case of a notice provided by us) such failure continues beyond 30 (thirty) days after written notice is provided to Bidder to cure such default.

(b) Any Bankruptcy or insolvency of the Bidder

(c) Any statutory non-compliance by the Bidder

ii) In the event of termination, the Bidder shall not be entitled to any damages whatsoever.

- g) Bidder and DIL shall use all reasonable efforts to resolve any dispute that may arise out of or incidental to the instant tender through good faith negotiations, including disputes pertaining to interpretation of the terms hereof. Each Party shall nominate a senior representative from its management to meet at any mutually agreed location to resolve the referred dispute.

In case any dispute cannot be resolved through discussions, the same shall be referred to arbitration. Reference made shall be made under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification/re-enactment thereof and rules made there under. The Arbitral Tribunal shall comprise of a Sole Arbitrator who shall adopt the fast-track procedure mandated under the provisions of the said Act. In the event the Parties fail to agree on the personnel of the Arbitrator, either party may apply to the Calcutta High Court for appointment of a sole Arbitrator. The language of Arbitration shall be English and the venue of arbitration shall be Kolkata.

During settlement of disputes and arbitration proceedings, both Parties shall be obliged to carry out their respective obligations under the Tender.

10. FORCE MAJEURE

- a) The reasons of Force Majeure shall be Act of God, natural calamities like cyclone, flood, tornado, earthquake, act of Central or State Government or Statutory Bodies or Other Authorities, war, riots, civil commotion, revolution, rebellion, military coup, explosion, fire, epidemic, major break down of the said plant, strikes, hartals, bandhs, sabotage, hostilities, terrorism, extremist activities, freight embargo or for any other event beyond the reasonable control.

- b) The affected party shall intimate immediately followed by a notice in writing latest by 24 (twenty-four) hours from the hour of occurrence of any of such event of Force Majeure to the other party and shall go on sending such notice in writing every 3 (three) days during continuance of such event of Force Majeure.
- c) The affected party shall make all endeavours to bring to an end such event of Force Majeure. The affected party shall forthwith serve a notice to the other party at the cessation of event of such Force Majeure and resume its obligation immediately on cessation of such event of Force Majeure under intimation to the other party
- d) The affected party shall, however, continue to comply with other obligation(s), if any, which may not be affected by the event of Force Majeure

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Annexure-I
PRICE SCHEDULE

Sl. No.	Parameters	Offered Offtake (MT)	Rates per MT ₹	Amount ₹
1	Evacuation of Bottom Ash from Ash Pond of Dhariwal Infrastructure Limited (DIL) @ 2,00,000 MT per annum			
	GST (%)			
	Total (₹)			

Remarks (if any):

Signature & Seal:

Date:

Annexure II

Information to be furnished by the Bidders

(As part of TECHNICAL BID)

1.	Name of the organization		
2.	Address	Postal Address	
		Telephone nos.	
		Email address	
3.	Year of establishment		
4.	Status of the firm (Endorse copy)		Proprietary / Partnership / Pvt. Ltd / Public
5.	Name of Directors / Partners / Proprietor		i) ii) iii)
6.	Statutory Regulations (copies to be provided)		Trade license
			PAN
			GST
7.	List of similar jobs being carried out in the last three years (Documentary evidence to be submitted)		
8.	Furnish copies of audited Balance Sheet and Profit & Loss account (audited) for 2021-22, 2022-23, 2023-24		
9.	Please mention if the bidder is having any litigation in last 5 years.		

Signature & Seal:

Date: