

Office No. 2 & 3, 7th Floor Man Upasana Plaza C-44, Sardar Patel Marg.

Corporate Office:

C-Scheme, Jaipur – 302001 (INDIA) CIN: U14109RJ2007SGC023687

Website: www.blmcl.in E-Mail: blmcl@blmcl.in Ph: +91-141-2369772

Fax: +91-141-2369774

Dated: 03 · 10 · 2023

NO. BLMCL/MD/JPR/2023-24/052

Detailed Notice Inviting Expression of Interest

Notice Inviting Expression of Interest (EOI) for "Setting up of Water Carrier System for utilization of required quantity/up to 5 MLD of RO Treated water for one or more industrial consumers".

Keenness money for participating in this Expression of Interest Rs. 2.00 lakhs (Rs. Two Lakhs Only) in the form of Demand Draft drawn in favor of BLMCL payable at Jaipur.

Barmer Lignite Mining Co. Ltd. (BLMCL) is a joint venture Company between Rajasthan State Mines and Minerals Ltd (RSMML) and JSW Energy (Barmer) Limited (JSWEL), with RSMML holding 51% equity. BLMCL holds the mining leases for the Kapurdi and Jalipa Lignite deposits. Both these deposits are located in the district of Barmer in Rajasthan and have gross reserves of 450 million tonnes (approx). The individual mineable reserve of Kapurdi lignite mine is around 129 million tonnes and individual mineable reserve of Jalipa is around 310 million tonnes. These mines are captive source of fuel to the 8 x 135 MW Thermal Power Plant established by JSW Energy (Barmer) Limited (JSWEL) at village Bhadresh Dist. Barmer Rajasthan.

While mining lignite at Kapurdi & Jalipa mines, Barmer, BLMCL has encountered a huge acquifer under pressure at a depth of All no - 90 m, capable of producing considerable amount of brackish water. Out of this, BLMCL intends to supply approximately 5 MLD RO Treated water to the companies willing to pay facilitation fees to BLMCL in lieu of the infrastructure, tube-well development, etc. Presently, BLMCL is collecting abstracted water in an idle pit within mine lease. The interested companies who are prepared to build their own Water Carrier System for consumption of RO Treated water for captive use will be required to draw water from this idle pit. Besides developing the Water Carrier System, the bidders are required to:

- 1. Construct a suitable water reservoir for strong raw water pumped from pit/tube-wells. A water carrier system to their project site will be connected with this reservoir for onward transmission to the work sites. Bidders will also be required to construct their won tube-wells at an earmarked location to take care of the eventuality when BLMCL's pumps are under shifting or not in operation and water availability in idle pit drops.
- 2. Maintain the pipelines, en-route pumping stations, booster pumps (as required) etc. for smooth and efficient functioning of the water carrier system.
- 3. Acquire land or obtain surface rights for the Water Carrier System, if required.
- 4. Take necessary steps for obtaining all statutory approvals/permissions from various State and Central Government Agencies.
- 5. Obtain their own power connection for operating their Water Carrier System, 33KV/11 KV HT power lines is ava8ilable at the mine site, which may be used if approved by DISCOM/RVPNL.
- 6. The successful bidders are required to pay facilitation fees on per cubic meter basis for the contracted quantity, whether or not they are able to draw the contracted quantity from the defined date.

Typical Analysis of RO treated water is given below which is indicative only:

Substance of Characteristic	Constituents(mg/L)
Total Dissolved Solids	500-1000 PPM
Chloride	250
Total Alkalinity	231
Calcium Hardness	350
Magnesium Hardness	1290
Total Hardness	1640
Temporary Hardness	890
Permanent Hardness	750
Silica (as SiO2)	2.4
Dissolved Iron	<0.3
Sulphate (as SiO2)	723

Competent & interested parties are required to send their proposals, as per the enclosed Pro-forma (Annexure-I), so as to reach us latest by 9th NoV 2023.

Pre-bid Meeting

A pre-bid meeting will be held on 17 + 00 + 2023 at corporate office, BLMCL. Bidders are requested to send their queries such that these reach us three days in advance.

The proposal will be evaluated on technical/ financial competency. The decision of the Company on the suitability of an offer shall be final. The keenness money of non-eligible bidders will be refundable and RPF document will be issued to only eligible bidders for submission of detailed offer with price bids in which participation of the eligible bidder is essential failing which keenness money shall be forfeited.

For further information, please contact:

Mr. Navesh Kumar Purolita AVP (operations) ph: 99099 65448

(Mr. Naresh Kumar Purohit)

AVP (Operations)



Request for Proposal (RFP)

For

Setting of Water carrier system for utilisation of RO (treated water) from Kapurdi – Jalipa Lignite Mines, District Barmer, Rajasthan



Barmer Lignite Mining Company Limited

Office No. 2 & 3, 7th Floor, Man Upasana Plaza, C-44, Sardar Patel Marg, C-Scheme, Jaipur -302001 (Rajasthan)

DISCLAIMER



The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether documentary or any other form by or on behalf of BLMCL is provided to Bidder(s) on the terms and conditions set out in this RFP. This RFP is not an agreement and is neither an offer by BLMCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offer pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by BLMCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for BLMCL to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BLMCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. BLMCL makes no representation or warranty and shall have no liability to any person. including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expenses which may arise from or be incurred or suffered on account of anything contained in this REP or otherwise including the accuracy adequacy correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form pan of this RFP or arising in any way in this Bid Stage BLMCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP, BLMCL may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that BLMCL is bound to select a Bidder and BLMCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BLMCL or any other costs incurred

connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BLMCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



Section - I

1.1.1 Background & Brief details of project

Barmer Lignite Mining Co. Ltd. (BLMCL) is a Joint Venture Company between Rajasthan State Mines and Minerals Ltd (RSMML) and JSW Energy (Barmer) Limited (JSWEL), with RSMML holding 51% equity. BLMCL holds the mining leases for the Kapurdi and Jalipa Lignite deposits. Both these deposits are located in the district of Barmer in Rajasthan and have gross reserves of 450 million tonnes (approx.). The individual mineable reserve of Kapurdi lignite mine is around 129 million tonnes and individual mineable reserve of Jalipa is around 310 million tonnes. These mines are captive source of fuel to the 8 x 135 MW Thermal Power Plant established by JSW Energy (Barmer) Limited (JSWEL, a subsidiary company of JSW Energy Limited) at village Bhadresh Dist. Barmer Rajasthan.

From the mining operations the approx. 20-25 MLD water is being extracted from the mines and being fed to our 15 MLD and 3 MLD RO plants situated in the Kapurdi – Jalipa Lignite Mines. BLMCL is expecting rise in water release from further mining operations and hence this tender is floated for water sale to the desired.

1.1.2 Location & Accessibility

RO plant located at Kapurdi and Jalipa mines.

Kapurdi Lignite Mine

The mining area falls in village Kapurdi of Barmer District. It is approx. 25 Km. North from Barmer town. The site can be approached from N.H. 15

The nearest railway station is Barmer which is approx. 25Km. away from Kapurdi.

The area falls under the Survey of India Top sheet no. 40-0/5, within Latitude 25*56': 25*58' and Longitude 71021'22': 71022'20''.

Jalipa Lignite Mine

Jalipa Lignite block is situated 15 km north of Barmer town on National highway-15 in the district of Barmer.

The nearest railway station is Barmer which is approx.15 Km. away from Jalipa. The area falls in the Survey of India Topo sheet No.40-O/5(Plate-II) and is limited by latitude $25^{\circ}51'$ 15'' to $25^{\circ}55'$ 46'' and longitude $71^{\circ}20'$ 26'' 71° 24' 51''.

1.1.3 Climate

The area falls in the arid region with scanty rainfall. Minimum 330 days are available for actual working in the mining areas.

1.2 Purpose of RO (treated water) Sale

BLMCL is expecting rise in water release from further mining operations. Hence, BLMCL intends to invite proposal from competent bidder for sale of RO (treated water) (treated water) from Kapurdi – Jalipa Lignite Mines from its 15MLD / 3MLD RO Plant. Further, and hence this tender is floated for water sale to the desired.

BLMCL intends to supply this RO (treated water) to the company willing to pay facilitation fee to BLMCL. The facilitation fee is in lieu of drawing. RO (treated water) discharged by BLMCL in its 15 MLD /3MLD RO Plant of Kapurdi – Jalipa Lignite Mine. BLMCL will grant permission for build its own water carrier system for consumption minimum 1 million litres per day (MLD) RO (treated water) for captive use.



SECTION-II

DEFINITIONS AND DECLARATION BY THE BIDDER

- 2.1 **Definitions:** In the Agreement (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires.
- 2.1.1 "Accredited representative of Bidder" means a person duly authorized by the bidder to receive information and instructions from the company for the project.
- 2.1.2 "Agreement" shall mean the long-term supply Agreement signed between the BLMCL and the selected bidder for sale of RO (treated water).
- 2.1.3 "Approved" shall mean approved in writing by the Company/or any other officer so designated by the Company
- 2.1.4 "Appointing Authority" shall mean the Managing Director of the company.
- 2.1.5 "Area of Kapurdi Jalipa Lignite Mine Lease" shall mean the area bound by the lease boundary of lignite mines at Kapurdi Jalipa Lignite Mines.
- 2.1.6 "Bidder" shall mean an entity, whose bid has been received by the company and shall include his/its/their legal representatives, administrations, successors and executors.
- 2.1.7 "Board" or "Board of Directors" shall mean the board of directors of the Joint Venture Company as nominated or appointed in accordance with the terms &conditions of this bid document.
- 2.1.8 "Companies Act" shall mean the companies act, 1956 as amended from time to time or replaced by the similar legislation & shall include the rules & regulations made there-under.
- 2.1.9 "Detailed Letter of Acceptance (DLOA)" shall mean intimation by BLMCL vide letter /e-mail/ fax to bidder that their bid has been accepted.
- 2.1.10 "Facilitation fee" shall mean an amount payable to BLMCL by bidder on per cubic meter RO (treated water) discharged 15 MLD/3MLD RO Plant from the Kapurdi Jalipa Lignite Mine.

- 2.1.11 "First year of commercial operation" shall mean, the period starting from the date of completion of gestation period after issuance of DLOA.
- 2.1.12 "Gestation period" shall mean 06 months period from the date of issuance of DLOA.
- 2.1.13 "Managing Director" shall mean the Managing Director of Barmer Lignite Mining Company Limited or his successor in office.
- 2.1.14 "Mines" shall mean Kapurdi Jalipa Lignite Mine.
- 2.1.15 "Mines Manager" shall mean the person appointed under Mines Regulation, 1957 for Kapurdi Jalipa Lignite Mine.
- 2.1.16 "Nodal Officer' shall mean the officer of the Company specifically authorized for enforcing the agreement on behalf of the Company
- 2.1.17 "Project" shall mean Lignite Project, Barmer in district Barmer.
- 2.1.18 "Successful Bidder" shall mean the bidder declared successful as a result of the bidding process and with whom the Agreement is signed for supply of RO Water.
- 2.1.19 "RO water" shall mean water generated 15MLD/3MLD RO Plant at Kapurdi Jalipa Lignite Mines and having TDS of 500-1000ppm.
- 2.1.20. "Water supply" duration will be 24 hours a day.
- 2.1.21. "Calendar month"- 1st of every month to end date of every month. This will be treated as a reference for billing purposes.

Typical Analysis of RO treated water is given below:

Substance of Characteristic	Constituents(mg/L)
Total Dissolved Solids	500-1000 PPM
Chloride	250
Total Alkalinity	231
Calcium Hardness	350
Magnesium Hardness	1290
Total Hardness	1640
Temporary Hardness	890
Permanent Hardness	750
Silica (as SiO2)	2.4

Dissolved Iron	<0.3
Sulphate (as SiO2)	723

2.2 Declaration by the Bidder

2.2.1 The bidder has to declare the following on its letter head under his signatures and seal:

We do hereby confirm and declare that we have independently inspected Kapurdi–Jalipa Lignite Mines lease area of Barmer. We obtained all relevant and necessary information, data, particulars, working conditions, facilities, availability of surface & subsurface water, existing industrial environment etc. which are directly or indirectly related to scope of work.

- 2.2.2 We have assessed and satisfied ourselves as to the nature, condition, quantum, quality, extent, and scope of the work, involved in the RFP document, type and conditions of the strata, rock, soil, sub-soil, ground, working conditions of the area(s), availability of land, and we do hereby agree and undertake not to raise any dispute and/ or objection at any stage on any ground whatsoever.
- 2.2.3 We have read & hereby accepted our role, responsibility & obligations under the Bid Document, and undertake not to raise any dispute and/or objection on such account due to our ignorance, misinterpretation or for any reason whatsoever.

Signature of Bidder with Seal



SECTION-III

SCOPE OF RO (TREATED WATER) SALE

3.1 Scope

Following will be the scope of contract:

- (1). BLMCL offers minimum 1 MLD OR multiply of 1MLD afterwards, Maximum 5 MLD RO treated water for captive use for duration of 5 years.
- (2). The bidder shall be provided a tapping of point on the existing outlet header pipe of 15MLD/3MLD RO plant switched at Kapurdi & Jalipa Lignite Mines Barmer, Rajasthan.
- (3). The bidder shall maintain the pipe lines, en-route pumping stations, booster pumps (as required) etc. at his own cost for smooth and efficient functioning of the water carrier system. The route of pipe line within mine lease area will be approved by BLMCL for laying of suitable diameter of usable pipe line.
- (4). The bidder shall acquire land or obtain surface rights for the water carrier system, if required for laying of the pipelines M/S. BLMCL will provide the land free of cost for pipe laying from wherever it is connected adjacent to the plant premises.
- (5). The bidder shall take necessary steps for obtaining all statutory approvals/permission from various State and Central Government agencies.
- (6) The successful bidder is required to pay facilitation fees on per cubicmeter basis of the contracted quantity, whether or not he is able to draw the contracted quantity.
- (7). The bidder will be required to install flow meter(s) near the point of water drawing for be responsibility of the bidder
- (8) The responsibility of BLMCL to provide RO (treated water) will end with the expiry of mine lease/surrender of mine lease/depletion of RO (treated water) incidental to mining operations.

3.2 Period of the Contract

The period of the contract shall be five (05) years from the date of issue of LOA/ DLOA. This period may be extended for further 5 (Five) years till the or incaution of water whichever is earlier at the sole discretion of BLMCL.

SECTION-IV

INSTRUCTIONS TO BIDDER

4.1 Submission of Bid

The bid shall be submitted in the office of Managing Director, Barmer Lignite Mining Company Limited, Office No. 2 & 3, 7th Floor, Man Upasana Plaza, C-44, Sardar Patel Marg, C-Scheme, Jaipur -302001 (Rajasthan).

The last date of submission of bid is 30days from the" Notice inviting expression of interest (EOI)" 9 NOV 2023

4.1.1 Time Schedule:

The time schedule for bid process is as follows:

Issue of RFP	03.10.2023
Last Date & Time for receipt	9th NOV12023
of Bid	3:00 Pm
Place of Submission of Bids	AVP Operation, Barmer Lignite Mining Company Ltd, Office No. 2 & 3, 7 th Floor, ManUpasana Plaza, C- 44, Sardar Patel Marg, C-Scheme, Jaipur -302001 (Rajasthan)
Place of Opening of Bids	AVP Operation, Barmer Lignite Mining Company Ltd, Office No. 2 & 3, 7 th Floor, ManUpasana Plaza, C- 44, Sardar Patel Marg, C-Scheme, Jaipur -302001 (Rajasthan)
Date & Time of Opening of Part – I	(7days after due date of bid submission) 16 th Nov 12023
Date, Time & Place of Opening of Financial Bids	To be notified later to the eligible bidder

4.1.2 The bid along with covering letter and information to be included in the bid shall be submitted along with the offer itself as hereunder.

4.1.3 Bid should be submitted in two parts viz. Part I and Part-II in separate double sealed envelopes duly super scribing for "Sale of RO (treated water)(treated water) from Kapurdi – Jalipa Lignite Mines of BLMCL in district Barmer of Rajasthan" with bid number, the due date and time of opening, the time and date of submission of bid, full name, postal address, telegraphic address, fax number, E-mail ID of the bidder(s) shall be written on the bottom left hand corner of each of the sealed envelopes by bidder duly identifying the bid. Further, envelopes containing each part shall be super scribed as under:

Part I -"Techno Commercial offer"

Part II -"Financial offer"

Then both the separates shall be put together in another sealed Envelope super scribing Bid Name and Number as detailed above.

4.2 Part I - "Techno Commercial offer"

- 4.2.1 The bidder shall submit the following documents with techno commercial offer:
- 4.2.2 Letter of submission of bid as per Form 'A'
- 4.2.3 Details of the bidder in Form 'B'. Proof of status of bidder Company by way of Memorandum & Article of association/ Registered Partnership deed etc. duly attested by the gazetted officer/ notary public.
- 4.2.4 A declaration that price bid is in the prescribed format and no conditions are mentioned along with it as per Form-'C'.
- 4.2.5 Exceptions & Deviations as per bid conditions in Form 'U. Exception and deviations made elsewhere in the offer shall be ignored. However, it will be desirable that deviations are avoided as far as possible and rate offer be made based upon terms &conditions of RFP.
- 4.2.6 Power of Attorney in favour of the authorised representative signing the bid as per Form "E".
- 4.2 7 Details of the project/ approach to be followed for establishment of water carrier system flow diagram with size of pumps motors etc. PERT chart of various activities to be completed in stipulated time frame.

4.2.8 Complete set of bid document (Original Copy) as issued and duly filled in and signed with company seal on each page by the bidder as in token of acceptance of terms and conditions of this bid.

4.3 Part II - "Financial Offer"

- 4. 3 1 the bidder is required to quote rates for facilitation fee in Rupees in the Financial offer (Part-II), in separate sealed envelope, duly super scribing financial offer for "Sale of RO (treated water) from Kapurdi – Jalipa Lignite Mines of BLMCL, District: Barmer (Rajasthan)" strictly in the format at Form - F on the letter head of the Bidder.
- 4.3.2 The bidder should quote rate in English both in figures as well as in words in such a way that insertion and/or interpolation is not possible. In case of difference in the amounts quoted in "words" & "figures', the higher of the two shall be taken as the quoted amount.
- 4.3.3 The facilitation fee to be quoted for the bidding strictly in the format at Form—F on the letter head of the Bidder.
- 4.3.4 The facilitation fee is to be quoted on per cubic meter RO (treated water) strictly in the format at Form F on the letter head of the Bidder. The service tax or any other tax, cess, etc. payable on date or levied in future by whatsoever name called, shall be charged extra by BLMCL on actual basis.
- 4.3.5 The Environmental & Water cess, etc. applicable on per cubic meter of RO (treated water) discharged to be paid by the bidder other than the facilitation fee.

4.4 Exception and Deviation

- 4.4.1 Bidder is advised to submit quotation based on the terms & conditions and specifications contained in the bid document and not to stipulate any deviations. Should it become necessary to take any exception and/ or deviation then those should be given in Form —D only. No exception and deviation or any condition should be mentioned in price bid or any other place except in prescribed Performa i.e., in Form-D in the tender.
- 4.4.2 The exceptions & deviations, if maintained by the bidder and, if in the opinion of the company, can be evaluated after loading financial component on the price offered by the bidder; the same may be evaluated at the sole discretion of the Company. An exception or deviation if not acceptable to the Company or cannot

be converted into financial loading then it may result into rejection of the offer.

4.5 All pages to be initialled

- 4 5 1 All signatures in bid documents shall be dated as well as stamped. The pages of all sections of bid document shall be initialled at the lower right-hand corner and signed wherever required in the bid papers by the bidder or by a person holding power of attorney authorising him to sign on behalf of bidder before submission of the bid
- 4.5.2 The bid shall contain the name, and place of business of bidder & other details as per Form-B

4.6 **Validity**

- 4.6.1 Bid submitted by bidder shall remain valid for acceptance for a period of 120 days, from the date of opening of Techno Commercial Offer (Part-I) The bidder shall not, during the period of 120 days revoke, cancel and/or withdraw his bid nor shall he make any variation therein. In case of bidder revoking, cancelling and/or withdrawing his bid or suo-moto varying any term in respect thereof, the keenness money deposited by him along with Bid shall stand forfeited.
- 4 6.2 In exceptional circumstances, prior to expiry of the original time limit, the company may request the bidder to extend period of validity for a specified additional period. The request and the bidder's response shall be made in writing. The bidder if agreeing to the request will not be permitted to modify his bid.

4.7 Addenda/Corrigenda

- 4.7.1 Addenda/corrigenda to the bid documents may be issued to clarify documents or to reflect modifications in the design / drawing, specifications. Agreement terms etc.
- 4.7.2 Addenda/ corrigenda to these bid documents, if issued by the company, shall form an integral part of this bid document and must be signed and submitted along with the bid documents.

4.8 Security Deposit

4.8.1 The successful bidder shall furnish a Security Deposit equivalent to **one year** facilitation fee for minimum guaranteed annual payment within 21 days from the date of issuance of LOA/DLOA by

- BLMCL. The amount of SD is to be deposited through Demand Draft / by way of Bank Guarantee
- 4.8.2 The Bank Guarantee shall be provided only in the approved format of the company from a PSU(except SBI)/ICICI/Axis/HDFC Bank having its branch at Barmer/Jaipur on non-judicial stamp paper of 0.25% of BG amount subject to maximum of Rs.25000/- or appropriate value at the time of issuing the BG.
- 4.8.3 The bidder may initially provide the BG valid for a period of one year along with claim period of six months from the last date of validity of the BG. The bidder would need to renew the BG every year for one year so as to ensure that valid BG is available with BLMCL for the period of Agreement plus six months claim period. The bidder shall renew the BG in advance at least one month before date of expiry of BG as furnished to BLMCL.
- 4.8.4The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the bidder either fail to fulfil the obligations or fail to settle in full, his dues to the Company or non-signing of the agreement within stipulated period.
- 4.8.5 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/ or non-performance and/ or partial performance of any of the terms of the Agreement.
- 4.8.6 In case the Bank Guarantee is invoked for any reason/s, the bidder is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 4.8.7 In the event of security amount at any time during the currency of the Agreement falling short of the specified amount, the bidder shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified
- 4.8 8 No interest is payable on Security Deposit amount

4.9 Bidder to obtain Information by His Own



The bidder while making the offer shall for all purposes. whatsoever. be deemed to have himself/ itself independently obtained all relevant and necessary information for the purpose of preparing his bid. The bidder is required to be satisfied in all respect, before the submission of offer. The information/ details given in the bid document are for general guidance to the bidder. No guarantee is extended to bidder for completeness or accuracy to the details mentioned in the bid document

4.10 Opening of the Bid

4.10.1 Opening of Techno Commercial Offer:

The envelope containing Part I — "Techno Commercial Offer" of the offer will be opened on the date as mentioned in time schedule of this document, at the office of Managing Director, Barmer Lignite Mining Company Limited, Jaipur (Rajasthan). The authorised representative/s of the bidder is at liberty to be present at the time of the opening of the bid.

4.10.2 **Opening of Financial Offer:**

Financial offer of the bidder will be opened provided all the documents and required affidavits/ declarations, and Techno Commercial Offer is in conformity with the RFP Document. The Financial Offer of only such qualified bidder shall be opened on the date & time as decided by BLMCL at the office of Managing Director, Barmer Lignite Mining Company Limited, Jaipur (Rajasthan). The date of opening of financial offer will be communicated to such bidder.

4.11 Details of Financial Offer:

- 4.11.1 The facilitation fee as quoted by the bidder on per cubic meter RO (treated water) discharge shall be applicable on minimum guaranteed off take of 1MLD.
- 4.11.2 The offered facilitation fee will be subject to an annual cumulative escalation of 5% every year.

4.12 The Company Reserves the Right

The company reserves the right to accept or reject the bid, in part or in all, without assigning any reason there to:

FR LIGA

4.12.1 "Not" to accept the bid or assign reasons for not accepting the bid.

- 4.12.2 To reject the bid, if it is established that the bidder has submitted any wrong/misleading information & forged document along with offer or thereafter.
- 4.12.3 To accept or reject the bid in which any of the particulars and prescribed information are missing or are incomplete in any respect and or prescribed conditions are not
- 4.12 4 To reject the bid in case it is later found that the bid was submitted by the bidder, who resorted to canvassing, corrupted or fraudulent practices.

4.13 Period of the Agreement

The initial period of the agreement shall be five (05) years from the date of issue of LOA/ DLOA. This period may be extended for further 5 (Five) years till the or incaution of water whichever is earlier at the sole discretion of BLMCL.

4.14 Signing of the Agreement

The Agreement shall be executed on non-judicial stamp paper of appropriate value as per Rajasthan Stamps Act between the Company and the successful bidder, within 30 days of LOA) DLOA.

4.15 Major terms & Condition of the work

- 4.15.1 Annual Escalation in the Facilitation Fee to be calculated @ 5% on cumulative basis.
- 4.15.2 Installation of system for supply of RO (treated water) is to be completed within 06 months from date of issuance of DLOA.
- 4.15.3 The bidder will be required to off take minimum contracted quantity RO (treated water) after the installation of necessary system.

4.16 Payment of facilitation fee

On the expiry of the period of (6 Months) reckoned from the date of issuance of LOA/DLOA, the bidder shall be responsible for consuming a minimum quantity of 1MLD RO water. The facilitation fee for minimum contractual quantity of 1MLD shall be applicable after 6 months period from date of LOA/ DLOA whether the bidder has started taking RO (treated water) or not. Such minimum consumption is required to be achieved in each day separately & there shall not be any carry- forward or set-off to arrive at the minimum quantity of 1 MLD. The bidder shall payer to the BLMCL facilitation fee quoted and agreed upon by BLMCL.

- 4.16.1 The monthly invoice shall be raised by BLMCL for facilitation fee as per the sample daily/ monthly log sheet available at Annexure-VIII.
- 4.16.2 The monthly bill of facilitation fee of RO (treated water) discharged as per flow meter shall be paid by the bidder to BLMCL within 21 days from the date of invoice. A flow meter shall be installed and calibrated by the bidder near incoming line of the reservoir. Periodical testing and calibration of flow meter shall be responsibility of the bidder. The bidder shall inform BLMCL in advance about periodical testing and calibration of flow meter. After calibration in the presence of BLMCL representative, the flow meter shall be suitably sealed. If flow meter stops/malfunctions for more than three days in a month, the RO (treated water) volume drawn will be considered equal to the historically highest.
- 4.16.3 The actual taxes if any, on per cubic meter of RO (treated water) discharge will be charged by BLMCL from the bidder on monthly basis.
- 4.16.4 For any shortfall in consumption of RO (treated water) for reasons attributable to the bidder, BLMCL shall recover the Facilitation Fee for the minimum guaranteed quantity of 1MLD.
- 4.16.5 Facilitation fees on minimum guaranteed daily quantity shall be payable irrespective of bidder not achieving the minimum guaranteed daily quantity i.e., 1MLD. The facilitation fee as applicable, however shall be payable for higher delivery (actual quantity) in case discharge is more than the minimum daily guaranteed quantity of 1 MLD.
- 4.16.6 During the six months period from DLOA to commencement of commercial operation i.e., from the date of LOA/ DLOA, bidder shall pay facilitation fee on actual quantity of RO (treated water) discharged to them.
- 4.16.7 Goods & Service fax or any other tax payable as on date or in future, by whatsoever name called, on facilitation fee shall be borne by the bidder.
- 4.16.8 Any delay in payments in terms of the preceding clauses hereinbefore mentioned shall entail additional payment of interest @ 2% per month on the amount outstanding, for the number of days in default.

4.16.9 The bidder and BLMCL shall jointly record reading of water discharged from flow meter and daily log sheet shall be jointly signed by the EIC of BLMCL and representative of bidder.

4.17 Procedure for raising invoice:

- a) The representative of bidder and representative of BLMCL shall jointly take reading of flow meter at 12:00 hrs daily.
- b) A daily log sheet shall be filled and signed by both the representatives and based on the daily log sheet, a monthly log sheet shall be prepared.
- c) The monthly log sheet shall be an integral part of invoice to be raised by BLMCL.
- d) The monthly log sheet shall denote total quantity of RO (treated water) drawn daily with cumulative drawl for the month.
- e) The daily/ monthly log sheet shall also denote day wise drawn RO (treated water) on which facilitation fee is to be charged. In case water drawn is less than 1MLD on any day and the reasons of less drawl are not attributable to BLMCL, facilitation fee for minimum guaranteed daily quantity i.e., 1MLD shall be charged.
- f) In case daily of RO (treated)water is more than 1MLD, facilitation fee on actual RO (treated water) drawn shall be charged on day basis.
- g) Based on (e) &(f) above, cumulative quantity of RO (treated water) for billing purposes shall be calculated and monthly invoice raised.
- h) Invoice will be as per format given at Annexure-VII.
- i) A sample daily/monthly log sheet is available at Annexure VIII.

4.18 Annual Escalation

The facilitation fee payable as above shall be subject to cumulative escalation of 5% per annum of the fee of the preceding year. The first escalation will be with effect from the date of completion of first year after expiry of six months from the date of LOA i.e., the date from which the bidder is to start consumption of RO (treated water) as per the terms of LOA.

4.19 Termination

In the event of non-renewal/ extension of its lease hold rights by the State Government or any other competent and statutory authorities such as approval of environment, pollution, DGMS, CGWA approval etc., or depletion of water in the active mining area, the agreement shall automatically stand terminated without any pre-notice, claim, compensation damages, etc. to the successful bidder

4.20 FORCE MAJEURE:

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract or if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to lockouts, notice/s from the Directorate of Mines Safety Office other Statutory Authority Civil Commotion, Fire accidents. epidemics War acts of God or because of any law order proclamation or ordinance of any Government or authority thereof or forced stoppage of mining, operations, and for failure of discharge of RO (treated water) or for any other cause beyond reasonable control of the party affected provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/partial power failure/interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the prevented from be fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

4.21 DISPUTE JURISDICTION:

- 4.21.1 The place of the contract shall be Jaipur, Rajasthan. In cases of any differences, the same shall be resolved by mutual discussions and agreement. However, the decision of the company shall be final and binding.
- 4.21.2 No courts other than the courts located at district Jaipur, Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 4.21.3 The bidder shall not stop or abandon the work due to and during the pendency of such disputes or differences.

4.22 GOVERNING LAWS:



The contract shall be construed in accordance with and governed by the laws of India. In the event of any litigation, the court at Jaipur, Rajasthan shall have exclusive jurisdiction.

4.23 GOVERNMENT AND STATUTORY CLEARANCES:

The bidder shall be responsible for obtaining all the necessary statutory clearances and permissions for the project site.

4.24 INTERFERENCE WITH PROCUREMENT PROCESS

In case the bidder,

- (i) withdraws from the procurement process after opening of financial bids:
- (ii) withdraws from the procurement process after being declared the successful bidder;
- (iii) fails to enter into procurement contract after being declared the successful bidder:
- (iv) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid ground;

Shall, in addition to the recourse available in the bidding document or the contract be punished with fine may extend to, (Fifty Lakh rupees or ten percent) of the assessed value of contract whichever is less

4.25 REFUSAL / FAILURE

In the event the Bidder, after the issue of communication of Acceptance of Tender by the Company (LOA), fails/ refuses to accept the award and/ or commence execution of the work as herein before, the Bidder shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and wilful breach of contract, and in such an event the Company shall have full right to claim damages/ compensation thereof in addition to the forfeiture of Earnest Money/ Security Deposit deposited.





(A Govt. of Rajasthan Enterprise)

Corporate Office:

Office No. 2 & 3, 7th Floor Man Upasana Plaza C-44, Sardar Patel Marg,

C-Scheme, Jaipur – 302001 (INDIA) CIN: U14109RJ2007SGC023687

Website: www.blmcl.in E-Mail: blmcl@blmcl.in Ph: +91-141-2369772 Fax: +91-141-2369774

No: Buncl	2023-24	Rated 03.10.202				
From:	01	,	To:	20		

We have invited an expression of interest (EOI) for "Setting up of water carrier system for utilization of required quantity up to 5 MLD of RO Treated water for one or more Industrial Consumers" at our Jalipa-Kapurdi Mines, a copy of which is enclosed herewith for your kind perusal and reference.

In this regard, a pre-bid meeting will be held on 17 0 0 2023 at our corporate Office. Therefore, you are requested to depute an executive well conversant with Jalipa-Kapurdi Mines to participate in the pre-bid meeting so that queries of potential bidders may be suitably addressed.

Encl: as above

(Mr. Naresh Kumar Purohit)

AVP (Operations)



PRO FORMA FOR PROPOSAL AGAINST EOI

1. Company Details

- Name of the company
- Types & Nature of company
- Address
- Contact Person
- Contact Telephone Number/Mobile Number
- E-Mail Address

2. Turnover

- Total annual turnover in Rupees for the last three financial years.
- Annual report including balance sheet for the last three financial years

3. Criteria for Assessing Expression of Interest (EOI)

- Financial strength
- A write up on proposed use of water

4. Organizational Structure

5. Any other relevant information, if desired

 1 MLD min daily consumption for a period of 335 days in a year to be provided by interested parties.

Closing Date for submission of proposal:

This proposal together with the requisite supporting documents must be submitted on or before 9^{4k} Nov 2023 hefre 3 for (IST) to the address specified in the EOI.



SECTION V

FORMS OF THE RFP DOCUMENT

1	Form-A	Letter of submission of Bid
2	Form-B	General information about the bidder
3	Form-C	Declaration regarding Price offer in Prescribed format and no condition is mentioned in Price Bid
4	Form-D	Exceptions & Deviations
5	Form-E	Power of Attorney for signing the documents
6	Form-F	Performa For Price Bid
7	Form-G	Conflict of Interest
8	Form-H	Details of GST
9	Form-I	RTPP Act



Form - A

LETTER OF SUBMISSION OF BID

(On the letter head of bidder company)

To:
AVP (Operations)
Barmer Lignite Mining Company Limited,
Office No. 2 & 3, 7th Floor
Manupasana Plaza
C-44, Sardar Patel Marg, C-Scheme,
Jaipur — 302005 (Rajasthan)

Sub: Project Proposal for Setting of Water Carrier System for Utilization of RO (Treated Water) from Kapurdi – Jalipa Lignite Mines, District Barmer Rajasthan

Ref: - Bid No	Dated:			
Dear Sir				

- 1. We hereby bid my/our offer for execution of the above-mentioned subject and work details mentioned under the scope of work of the bid document. I/we have carefully examined the documents connected with the above work and agree to abide by the same.
- 2. We agree to carry out the activities as per the RFP documents within specified period in accordance with Expression of Interest, General Conditions of documents and papers. I/We shall pay guaranteed facilitation fee to the company in case of failure on my/ our part, as per the provisions and stipulation contained in the terms and conditions of the bid document.
- 3. In the event of acceptance of our bid, I/we hereby agree to abide by and fulfill all terms and conditions referred to in the bid document and price offer and in case of any default thereof, the company shall have the right to forfeit the Keenness Money and/or security deposit as mentioned in bid document, or pay to the company or its successors or its authorized nominee such sums of money as stipulated in conditions contained in the bid document.
- 4.We hereby agree to execute long term supply Agreement on acceptance of bid.
- 5.I/We enclose documentary proof duly attested as required in the bid document.

6.I/We is/are fully aware of the statutes/laws/ rules in connection with working in a mine. I/We agree to abide by the statutory provisions applicable to the mines, from time to time.

I/We hereby confirm that Financial Offer (Part-II) of the offer contains no stipulations.

Date: Place:

Yours faithfully,

Authorized Signature :

Name and Title of : Signatory
Common Seal : Designation :



Form-B

GENERAL INFORMATION ABOUT THE BIDDER

(On the letter head of the bidder)

To:
AVP (Operations)
Barmer Lignite Mining Company Limited
Office No. 2 & 3, 7th Floor
ManUpasana Plaza
C-44, Sardar Patel Marg, C-Scheme,
Jaipur — 302005 (Rajasthan)

Sub: Project Proposal for Setting of Water Carrier System for Utilization of RO (Treated Water) from Kapurdi – Jalipa Lignite Mines, District Barmer Rajasthan Ref: Bid No. ______ Dated:

1	Name & full address of the bidder with telephone/Cell Phone/fax numbers etc.	: -
2	Name and address of the Authorised contact person along with Cell Phone/telephone no., E-Mail ID	:-
3	Amount of paid-up capital	ta-
4	Name of Directors	;-
5	Date of registration of company Copy of Memorandum and Article of Association.	: -
6	PAN no.	2-
7	GSTIN	:-
8	Any other information, please attach separate sheet	1° = 1

We hereby agree to abide by all the terms & conditions of the said bid notice given in by the attached sheets covering terms & conditions have been sealed and signed by us as a token of our acceptance of the terms & conditions mentioned therein.

Date:

Yours faithfully,

Place:

Authorized Signature :

Name and Title of

Signatory

Common Seal :

Designation



Form-C

DECLARATION

(On the letter head of the bidder)

To:
AVP (Operations)
Barmer Lignite Mining Company Limited,
Office No. 2 & 3, 7th Floor
ManUpasana Plaza
C-44, Sardar Patel Marg, C-Scheme,
Jaipur — 302005 (Rajasthan)

Utiliz	zation of	Proposal RO (Treate er Rajastha	ed W				
Ref:	Bid No.		D	ated:			
Door	Cir						

We do hereby confirm and declare that we have independently inspected Kapurdi–Jalipa Lignite Mines lease area of Barmer. We obtained all relevant and necessary information, data, particulars, working conditions, facilities, availability of surface & subsurface water, existing industrial environment etc. which are directly or indirectly related to scope of work.

We have assessed and satisfied ourselves as to the nature, condition, quantum, quality, extent, and scope of the work, involved in the RFP document, type and conditions of the strata, rock, soil, sub-soil, ground, working conditions of the area(s), availability of land, and we do hereby agree and undertake not to raise any dispute and/ or objection at any stage on any ground whatsoever.

We have read & hereby accepted our role, responsibility & obligations under the Bid Document, and undertake not to raise any dispute and/or objection on such account due to our ignorance, misinterpretation or for any reason whatsoever.

We have quoted the Price Offer in the prescribed format as per Form "F". We have not enclosed any additional condition and or deviations from the bid conditions along with "Price Bid." If any such additional condition and/ or deviation is found enclosed with the "Price Bid", then same may be treated as withdrawn from our side.

Date:

Yours faithfully,

Place:

Authorized Signature :

Name and Title of :

Common Seal

Designation 2



Form-D

EXCEPTION & DEVIATION CERTIFICATE

(TO BE SUBMITTED DULY SIGNED BY BIDDER IN ORIGINAL IN A SEPARATE SEALED ENVELOPE BEFORE SUBMISSION DATE & TIME OF PROJECT PROPOSAL)

From:
To: AVP (Operations) Barmer Lignite Mining Company Limited, Office No. 2 & 3, 7th Floor ManUpasana Plaza C-44, Sardar Patel Marg, C-Scheme, Jaipur – 302005 (Rajasthan)
Sub: Project Proposal for Setting of Water Carrier System for Utilization of RO (Treated Water) from Kapurdi – Jalipa Lignite Mines, District Barmer Rajasthan Ref: Bid No Dated:
Dear Sir,
1.0 With Reference to our Bid Proposal No
2.0 We further confirm that any Exception, deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents read in Conjunction with Amendment(s)/Clarification(s)/Addenda/Errata and subsequent Amendment(s)/Clarification(s) as mentioned at 1.0 above found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer, failing which our
oid security shall be forfeited.

Date:

Yours faithfully,

Place:

shall be returned unopened.

Authorized Signature

Name and Title of

Signatory

Common Seal

•

Designation

Note: The above certificate is to be submitted in a separate sealed envelope. In the absence of this certificate, the bid shall be rejected and

Form-E

Power of Attorney for Signing of Bid

naving its
Registered Office at (if
and having Branch Office at (if
any) do nereby irrevocably constitute, nominate, appoint and authorize
MrS/os and presently residing at
who is prosontly amendayed
with us and holding the position of as our
true and lawful attorney (hereinafter referred to as the "Attorney") to do
in our name and on our behalf, all such acts, deeds and things as are
necessary or required in connection with or incidental to submission of
our bid for the Setting of
Water carrier system for utilisation of RO (treated water) from Kapurdi –
Jalipa Lignite Mines, District Barmer, Rajasthan in response to the Tender
Document No, dated issued
by Barmer Lignite Mining Company Limited (BLMCL) including but not
limited to signing and submission of all applications, affidavits, bids and
other documents and writings, participate in Bidders' and other
conferences and providing information / responses to the BLMCL,
representing us in all matters before the BLMCL, and generally dealing
with the BLMCL in all matters in connection with or relating to or arising
out of our bid for the Mineral Block and/or upon award thereof to us
and/or till the entering into Agreement with the BLMCL.
AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our Attorney pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.
In with an out of the second s
In witness whereof we,, the above-named principal
has executed this power of attorney on thisday of
- WER LIGAN
For,
W NIN WILL
WY YMA 911
φ
()
Address:

witnesses:	
1.	
2. ACCEPTED	
()	
Attorney Address:	

Notes:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.



FORM-F

PERFORMA FOR PRICE BID

(On the letter head of bidder company)

кет:	D	ated:	
submit the bid in bold	ted in a separate No., Block Name detters 'FINAN	d contain the 'FINANCIAL I sealed envelope superscript e, Name and Address of the b ICIAL BID' only. The Finan oforma as given below: -	ing on the envelope oidder and indicating
S.No.	Area	Brief description of Work	Quoted facilitation fee for utilization of RO (treated) Water

escalation every year for minimum guaranteed consumption of 1 MLD excluding applicable GST

Note:

- 1. Bidder must enter the rates both in figures & words.
- 2. GST applicable extra on facilitation fee shall be borne by the bidder.
- 3 Environment & Water Cess, and any other tax, duty or levy, etc. payable as on date or levied in future by whatsoever name called, on brackish water, if applicable shall be borne by the bidder.
- 4. In case of discrepancy in words & figures, higher of the two will be taken as quoted value.

Name & Signature of Bidder with seal

MER LIGA

Form-G

DECLARATION ON CONFLICT OF INTEREST PERFORMA OF UNDERTAKING

(To be submitted by the participating bidders)

I/We (Name(s) of authorized signatory(ies), on
behalf of M/s do hereby undertake that our
•
company or any of its Directors / Partners / Employees / Affiliates shall
refrain from entering into any business relationships or activities, which
would result into a 'Conflict of Interest' with the agency/consultant, who
has been engaged by the Commission for firming up the specifications
and/or tender evaluation and/or monitoring execution of the Contract
(as applicable), for which this tender (i.e., tender
No) has been invited.

(Authorized signatory) Signature:

Name:

Designation:

Form-H

DETAILS OF GOODS & SERVICE TAX REGISTRATION

Bidder to furnish details of Goods & Service Tax Registration: -

GOODS	&	SERVICE	TAX	:	
REGISTRA	TION N	O. ³			
DISTRICT 8	& STAT	E		‡ = □	

We hereby confirm that the above Goods & Service Tax Registration Account is under operation presently and shall be used for all Goods & Service Tax related activities for the present work (if awarded to us).

Signature of Bidder		
Name of Bidder	:	
Company Seal	1	



Form-I

DECLARATION W.R.T. RTPP ACT AND RULES THEREUNDER

DECLARATION BY BIDDER

	lation to my					for pro		
of _								
of Ra	ajasthan Tran	spare	l ncy in Publi	_ i/ we ner c Procurer	eby decia nent Act,	re under 2012, th	Section at:	1 /
1,	I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Bidding Agency.							
2.	payable to	e fulfilled my/our obligation to pay such of the taxes to the Union and the State Government or any local 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 convicted or conduct or as to my/or within a per procurement pursuant to	of any the m ur qua riod of nt pro	criminal of taking of fa difications t three year acess, or n	fence rela lse statem to enter ir s precedin ot have b	ted to moder tents or noted to a process g of comm	y/our pronisrepres curement mencemen	ofessior sentatio t contra ent of th	nal Ins act nis
5.	I/we do not Agency which Act, Rules a competition	ch ma nd the	y result in a	conflict o	f interest	as specif	fied in t	he
Sign Bido	ature of ler	:						
Date	e	Ĭ -					SAMER LI	Semining C.
Nam	ne							V

Designation	•	
Address	:	

