

HEAVY ENGINEERING CORPORATION LIMITED
(Govt. of India Undertakings)
FOUNDRY FORGE PLANT
CONTRACT & DISPOSAL
P.O.DHURWA, RANCHI-834004
OPEN TENDER NOTICE

Tender Notice No. FFP/Disp/Producer Ash/Tender/June/2019/848 dtd 10.06.2019

Sealed tender in two bid system is invited from the interested tenderers for “Cleaning cum disposal sale of Producer Ash (mixed with semi burnt coal and clinkers) generated on regular basis by running producers of Gas Plant/FFP”. The objective is to fix contractor who may regularly and continuously manage the cleaning work of the Producer Ash at their own cost & risk and also transport the cleaned material outside the FFP premises after payment to the Corporation towards the cost of the material being transported outside.

The details of the tender shall be as below :

1. **CONTRACT PERIOD : 01 (one) year** from the date of issue of 1st Sale Release Order.
2. **Quantity : 24,000 MT (approx)**
3. **COST OF EACH TENDER SET (Non-refundable): Rs. 500.00 (Rupees Five Hundred)** only as DD in favour of HEC Ltd. Ranchi-4 payable at Ranchi (non-refundable). Cash deposit will not be accepted. Tender without cost of tender document **AND** less than required cost of tender document shall be rejected.
4. **Earnest Money is Rs. 30,000.00 (Rupees Thirty Thousand) only** as DD in favour of HEC Ltd. Ranchi-4, payable at Ranchi from any nationalized bank. Tender without EMD **AND** less than required EMD shall be rejected.
5. Exemption from deposition of Earnest Money and Security Deposit for Small Scale Industries (SSI) or any other category will be guided as per prevailing Government guidelines on production of documentary evidence in its support.
6. Sale of tender papers & inspection of the site/material shall start from **10.06.2019** & continue up to **09.07.2019 up to 1.00 PM**. Only the parties who purchase tender paper will be allowed to visit the site.
7. Parties may deposit their quotation **on or before 09.07.2019 up to 2.30 P.M.** in the ‘**Tender Box**’ placed at the Main Gate/FFP, HEC Ltd., Dhurwa, Ranchi-4.
8. a) **Envelope – I “Techno-commercial Bid” (Please refer point No-9 of this Tender Notice)** will be opened on **09.07.2019 at 3.00 P.M.** in presence of contractors or their authorized representatives, if they wish to present.
b) **Envelope – II “Price Bid”(please refer point No-10 of this Tender Notice)** will be opened only for technically suitable parties and the date of opening will be informed accordingly.
9. **TECHNO-COMMERCIAL BID (i.e. Part-I Bid) : IT MUST CONTAIN THE FOLLOWING DOCUMENTS :**
 - i) Special & General Terms & Conditions duly signed by the tenderer towards acceptance of the same.
 - ii) Cost of Tender Paper (downloaded from website) Rs.500.00 (Rupees Five Hundred) only by DD in favour of HEC Ltd., Ranchi.
 - iii) Earnest Money Rs. 30,000.00(Rupees Thirty Thousand) only by DD in favour of HEC Ltd., Ranchi. Separate DDs should be deposited for EM & Cost of Tender Paper.
 - iv) Experience of similar type of work.
 - v) Minimum one number of truck / dumper owned or hired by the tenderer with proof.
 - vi) Copy of Permanent Account Number (PAN) in the name of the firm/proprietor of the firm.
 - vii) Copy of GST registration certificate.

10. Price Bid (i.e. Part-II Bid): Superscribed by **“Price Bid – Cleaning cum disposal Sale of Producer Ash from Gas Plant/FFP”** will consist of only rate quotation in an sealed envelope.

Sr.DGM I/c(Cont. & Disp)/FFP

HEAVY ENGINEERING CORPORATION LIMITED
(A Govt. of India Undertaking)
FOUNDRY FORGE PLANT
DISPOSAL SECTION
P.O.DHURWA, RANCHI-834004.(JHARKHAND)

TenderNo.FFP/Disp/
To

Dt.

Last sale date of tender papers :
Tenders to be received up to 2.30 P.M. on:
Tender Opening date at 3.00 P.M. on :

GENERAL TERMS AND CONDITIONS OF DISPOSAL SALE TENDER

1. Sealed tenders are invited for the sale of surplus disposable materials/regular arising as per details given on the schedule annexed, along with special terms and conditions.
2. The description and quality of the material is to be ascertained by the tenderer after inspection of the material as per the location mentioned in the schedule. The tenderers are specifically advised to inspect the materials, in their own interest, at site during Office hours on any working day before the submission of the tender. For this purpose they may obtained permission from the Sr.DGM(Disp & Cont)/FFP, HEC Ltd., Ranchi-4. after the receipt of tender papers. It will however be deemed that the material has been inspected by the tenderers before quoting and complaints what so ever regarding any deviation/ discrepancy with respect to quality etc. would not be entertained subsequently.
3. The rate quoted should be clear in figures & words. The sale will be on “AS IS WHERE IS” and “NO COMPLAINTS BASIS “The quantities given is approximate and subject to availability at the time of delivery of material. Sale Tax and other Govt. levies/Excise duties etc, in force on the date of lifting are payable extra.
4. (a) The tender should be accompanied by Earnest Money of **Rs.30,000.00 (Rupees Thirty Thousand) only**. The Earnest Money shall be deposited in the form of D.D. drawn in favour of Heavy Engineering Corporation Ltd. Ranchi –834004. payable at any of the branches of any Nationalized Bank in Ranchi. In case of Cach, the amount may be deposited with Chief Cashier/ FFP H.E.C. Ltd. Ranchi - 834004 and receipt obtained from him may be enclosed with tender paper In case of successful tenderer, the EM will be converted to Security Deposit which will be returned only after successful completion of the contract. EM of unsuccessful tenderers will be refunded. After the finalization of the tender. No interest will be paid for the amount deposited as EM/SD. Tenders must be accompanied with the required amount of Earnest Money and no adjustment of the same from the tenderer’s pending bills/EM/SD deposit/ refund due etc. will be permitted under any circumstances Also no tender will be considered unless accompanied by the required amount of EM in the specified mode of deposit Cheque is not acceptable. Delayed / late tenders are liable to be rejected.
4. (b) Successful tenderer will be required to deposit Security Money @ 5% (Five percent) of the total value of the offer (including the amount already deposited against Earnest Money within 15 (Fifteen) days from the date of issue of the Acceptance Letter. No interest is payable on Security Money Deposit. This payment will be in the from of Demand Draft payable to H.E.C. Ltd at any of the branches of any Nationalized Bank in Ranchi OR IN CASH with Chief Cashier/FFP as specified the Acceptance letter.

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5. The rate quoted shall be exclusive of Excise duty, Sales Tax and any other levies imposed by the Government. The offer must remain valid for a minimum period of 90 (Ninety) days from the date of opening of the tender, In the event of the withdrawal of the offer before expiry of the validity period or non-execution of the sale order on acceptance of the offer. The tenderer's EM/SD would stand forfeited, and any other action which deemed fit may be taken against the tender.
6. The successful tenderer is required to deposit sale value as per Contracted Rate, along with prevailing statutory Excise duties, taxes and other Government Levies, if any, for the quantities, as mentioned in the Special Terms and Conditions enclosed herewith.
7. The payment of sale value with taxes and duties will be in the form of DD payable to Heavy Engineering Corporation Limited Ranchi- 834004 at any branch of any Nationalized Bank in Ranchi OR in cash deposited with chief Cashier/FFP/ H.E.C.Ltd.Ranchi-834004 as specified in the Acceptance Letter Sale Release Orders (SROs) will be obtained by the purchaser or his authorized representative from the office of the Sr.DGM (Disposal)/ FFP,(Disposal Section/ FFP,H E C Ltd Ranchi - 4 on submission of proof of deposit of the sale value and other applicable duties and taxes, in force, as required.
8. (a) Sale Release Orders for the delivery of the material will be issued limited to the quantity for which sale value with taxes & duties is actually received.

(b) In case the purchaser fails to collect Sale Release Order (SRO) within 7 (Seven) days of the date of payment it would be posted by Registered Post to his official address given in the tender. However, lifting period will be reckoned from the date of issue of respective Sale Release orders only.
9. (a) The successful tenderer is required to start lifting of material immediately after the issue of 1st (First) Sale Release order and continue the same according to subsequent sale release orders within the specified period. The lifting period allowed will be as mentioned in special terms and conditions Any shortfall in lifting would amount to default.

(b) In case, the buyer fails to lift the released material within the specified period mentioned in the Sale Release Order (SRO), HEC Management reserves the right to cancel the sale order or recover the ground rent @ 1% (One percent) per week or part thereof on the value of the materials not lifted within time, for any reason what-so-ever.

(c) The goods sold shall be removed by the buyer from the site of accumulation/ Location given in the Schedule within the period specified in the respective Sale Release Order .Delivery will be made only during the working hours on all working days on presentation of Sale Release Order. The purchaser shall make his own arrangements for transport. The corporation shall in no case provide any transport whatsoever.

The purchaser shall always issue necessary authority to the person for collection/lifting of the materials from the site.
10. HEC Management reserves the right to split the Quantity tendered for sale between two or more parties as it may deem fit and proper and any dispute raised by the tenderers on this ground shall not be entertained.
- 11.(a) The materials will be delivered on "AS IS WHERE" IS AND " NO COMPLAINTS" BASIS. No picking/choosing will be allowed.

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- (b) The workmen employed by the purchaser will be permitted to enter and work in the premises within the area specified and during working hours fixed by the Corporation. They will not be allowed to loiter here and there or to touch any other materials.
 - (c) The purchaser will be permitted to retain a maximum of Two care takers only and will have to give the names and addresses of all the workmen and caretakers employed by him. The purchaser will be responsible for their satisfactory conduct otherwise they/ he may be turned out of the premises and legal action would be taken accordingly.
 - (d) The purchaser will be solely responsible for all the claims and compensation claimed by or on behalf of any workmen/coolie/caretakers employed by him for any injury or death caused by any accident during the operation of the contract.
- 12.(a) The material as per Sale Release Orders shall be loaded in trucks/ tanker (in case of coal tar) in the presence of the representative of FFP/HMBP/HMTP Stores. Holding Deptt. & CISF Guard and will be weighed on FFP/HMBP/HMTP WEIGH BRIDGE. The weight recorded at HEC Weigh Bridge will be taken as correct and final for all purposes.
- (b) Arrangements for collection of the materials will be made solely by the purchaser from the specified lots mentioned in the SRO. All expenses for collection, booking, transportation etc. shall be entirely at the purchasers cost and expenses. All unforeseen incidental charges will also be to his account.
13. For any damage caused to the properties or premises of the HEC Ltd., during the course of execution of the contract, the party will be liable to indemnity such damage or damages and without prejudice to any action which may be taken on this behalf, the Corporation reserves the right to recover the cost of such damage/damages from the E.M. /S.D. of the party in part or in full after due notice.
14. In case the tenderer fails to deposit the amount (i.e. sale value deposit along with the applicable levies, duties and taxes in force as per the Acceptance letter) within the stipulated period or fails to remove the material in time there after as stated in the S.R.O. HEC reserves the right to short close / terminate the contract and to FOREFIET the E.M./Security money deposit with TEN DAYS NOTICE.
15. Re- sale will not be recognized/permitted and Sale Release Order will be made in the name of actual purchaser only.
16. (a) While quoting, the tenderer should furnish the list of their firm's branches/partners etc. with whom he / they is / are associated. In - correct statements may render the contract liable for termination forfeiture of the E.M./S.D.
- (b) Tenders with erasing or overwriting are likely to be rejected unless all correction have been authenticated with tenderer's signature. The tender document have to be submitted intact without any mutilation or alteration and correctly filled in along with the tenderer's signature and stamp at the bottom of each and every page of the tender documents, otherwise they are liable to be rejected.
 - (c) Conditional tenders or deviation from HEC's Tender Terms and conditions shall be liable for rejection, without assigning any reason there-to.

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FORCE MAJURE

The Corporation shall not be liable for non performance of the contract either wholly or in part, for any delay in performance, resulting from or due to any cause, beyond the Corporation's control including fires, strike, go-low lockout, closure, dispute with workmen, uncertain labour situation war, riots, civil commotion, pestilence, epidemics, floods, accidents, damages or accidents or breakdown of machineries, shortage of fuel, shortage or any raw-materials or other materials, shortage of labour. Government or Railway restrictions, acts, demands or requirements or Governments, force majeure or any circumstances beyond the control of the Corporation whether directly due to or in consequence of the aforesaid causes or not and the existence of such cause or consequences shall operate the extent' the time of the performance on the part of the Corporation by such periods as may be necessary to enable the Corporation to effect performance after the cause of the delay shall have ceased to Exist. Should the Corporation so determines, it shall be entitled at any time on notice to the purchaser, to cancel any contract, the performance of which is likely to be delayed by any of the causes aforesaid and in such cases the purchaser shall have no claim upon the Corporation of any kind.

- 18.(a) Not with standing any other relief or remedy available to the Corporation as per Law or Business practice or terms & conditions of this sale, in case, the customer or the customer's representative or agent is found guilty of misappropriation, pilfering or abetting misappropriation or pilfering of Corporation's property or any such attempt.
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- (b) Offering illegal gratifications including offering bribe, reward or advantage etc. pecuniary or otherwise to any officer or employee of the Corporation,
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- (c) Indulging in any malpractice namely, but not limited to forgery, falsification or fabrication of document including bills, vouchers, indents etc, in support of any claim against the Corporation or indulging in any other act which is an offence under the provision of the Indian penal code.
- (d) The corporation without prejudice to its any other rights be entitled to summarily Terminate the Contract of Sale or Forfeit the Security Money. The decision of the Corporation in this respect shall be final and binding on the customer (Purchaser).
19. HEC Management do not bind themselves, to accept the highest tender or any tender and also reserves their right not to sell the material or to sell the material in part or full quantity or to . defer or to stagger the finalization of the sale, without assigning any reason there to.

ARBITRATION :

20. All dispute and differences arising out of or, in, any way touching, or, concerning this agreement what so ever shall be refer to the sole Arbitration of any person nominated by the Chairman – cum- Managing Director, Heavy Engineering Corporation Limited, Ranchi- 834004 the award of such Arbitration shall be final and binding on the party/parties to this agreement.
21. Employees of the Corporation are prohibited from participating in this tender sale and acquiring the item either directly or indirectly.
22. Tenderers would be submitted in sealed cover super scribing there on tender no and date and the date of opening of the tender in the office of the Sr.DGM(Contract & Disposal)/ 100 Building/FFP HEC Ltd., Ranchi –834004 on or before the time and date given at the top of this tender paper and the tenders will be opened at the time and date mentioned in the tender room/Disposal and Contract/100 Bldg./FFP/HEC Ltd., Ranchi-834004 in the presence of attending tenderers.
23. The sale will be governed by the General Conditions of Contract of HEC Ltd., pertaining to the Disposal and Contract Division.

For & on behalf of H.E.C. Ltd.

Sr.DGM I/c(Cont. & Disp.)/FFP

TENDER'S DECLARATION FORM

I/We have gone through the tender conditions regarding materials under disposal. I/ We hereby agree to the above terms and conditions and accordingly offer to purchase the material at the rate mentioned by me/ us against the sale in the annexed Schedule of this Tender.

Signature of the Tenderer

Date: _____

1. Full Name of the Tenderer and Address :

2. Status within the firm:

3. Seal of the Tenderer/ Firm :

SPECIAL TERMS AND CONDITIONS FOR CLEANING CUM DISPOSAL SALE OF PRODUCER ASH FROM GAS PLANT/FFP

Tender Notice No. FFP/Disp/Producer Ash/Tender/June/2019/848 dtd. 10.06.2019

- 1) The special terms and conditions shall be read along-with the annexed General terms and condition of the disposal sale tender. Where any clause is mentioned in both, the clause as incorporated in the special terms and conditions shall prevail, otherwise all the terms and conditions mentioned in both shall be applicable.
- 2) **After purchase of the tender papers, the tenderers are requested to go through the “Special terms and conditions for cleaning cum disposal sale of producer ash from Gas Plant/FFP” and to visit the site (Gas Plant/FFP) and understand the details of the work involved from Sr. DGM (I/c)/Gas Plant or his representative available at the site before submission of their offer.**
- 3) **Labour Licence : Labour licence if required to be submitted by the successful tenderer within 20(twenty) days from the date of issue of Acceptance Letter cum Work Order.**
- 4) Successful tenderer must strictly follow and adhere to the labour laws, statutory obligations, safety rules etc of Govt. of India & Jharkhand Govt. for their workmen engaged by them. Workmen engaged for this work must be covered under insurance at the cost of the contractor.
- 5) **In case H-1 party is found defaulter (i.e. backs out from the tender or fails to execute the work during the contract period) then the next higher bidder may be given opportunity to execute the work at H-1 rate and so on and EM/S.D. of the defaulter firm will be forfeited.**
- 6) **DETAILS OF THE WORK INVOLVED :**
 - i) The primary work is the regular and continuous cleaning & removal of producer ash of Gas Plant/FFP and transportation of the cleaned/removed ash.
 - ii) a) Regular and continuous removal of producer ash mixed with semi burnt Coal and Clinkers, from the producers of Gas Plant/FFP around the clock in both Day and Night shifts or as per direction of the Incharge Gas Plant.
b) Transportation of the material will be allowed only between 8.00 A.M. to 5.00 P.M. out side the Plant. Both of the works mentioned above at a) and b) is to be done by the Contractor at his risk and cost.
c) The cleaned & collected producer ash shall be allowed to be transported and taken out side the Plant only against the Sale Release Order issued by the Disposal Deptt./FFP.
d) The tenderer has to quote the rate per M.T. (exclusive of the applicable taxes and duties) towards the cost of the material taken outside, after considering the cost to be born by him in the execution of the works mentioned at a) and b) both as above.
 - iii) a) **Day shift work :-** During day time the contractor will have to ensure continuous cleaning of the producers all around and simultaneously transportation of the cleaned and collected material outside the plant between 8 A.M. to 5 P.M. everyday.
b) **Night shift work :** The contractor is required to do cleaning work in Night Shift (i.e. 5.00 PM to 8.00 AM) also subject to clearance from I/c Gas Plant. During night shift the contractor will have to ensure the following works, by starting the work of cleaning strictly at 5 P.M. and continue the work of cleaning up to 8 A.M. next day morning.
A) Ash removal (mixed with semi burnt coal and clinkers) from all the running producers in night (during 5 P.M. to 8 A.M. next day) by trollies and transport the cleaned/collected material next day during 8 A.M to 5 PM.

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B) In case of emergency due to breakdown of tripper trollies/Crane no, 1, or any unforeseen situation causing problem in the movement of Tripper trollies, ash removal (mixed with semi burnt coal and clinkers) may be required to be done (from all the running producers located in the Northern/Southern side of the plant) by head load/ manually with the help of male mazdoors as per the instructions of the shift incharge.

iv) **Lifting/Transportation of Producer Ash :-**

For old side producers : The producer ash will be removed by trollies and dump the same in Ash pit located in the East (termed as eastern pit). Contractor will be responsible for repairing / maintenance of the trolley provided by FFP/HEC as his cost.

The trolley operation is to be continued till the pit is completely filled up all around. To make this operation successful, requisite number of labourers are to be engaged by the contractor for pushing the ash inside the pit till it is completely filled up. This dumped material in the eastern pit shall be loaded on the contractor's trucks/Dumpers by using the departmental crane, and for this no loading charge shall be payable by the contractor.

For new side producers : The producer ash will manually loaded on truck/Dumper and will be either dumped into the Ash Pit or transported outside FFP by the contractor.

Transportation of ash by truck / dumper will be allowed in day time only (i.e. 8 AM to 5PM).

Trolley & its availability should not be an excuse for poor / unsatisfactory performance. We are not imposing charge of crane, hence, the contractor shall repair and maintain the tripper trollies on their own for regular ash removal. Our prime & only motto is cleaning of ash.

For carrying out the Day shift & Night shift cleaning works, the Contractors will have to engage requisite number of mazdoors in their shifts (minimum 20-25 mazdoors in days shift and minimum 12 to 15 mazdoors in night shifts including Sundays and holidays). But in no case the female mazdoors will be allowed to be deployed during the period 5 P.M. to 8 A.M. (Night Shift). All tools for carrying out the work involved are to be arranged by the contractor.

Any dispute raised by the contractor at any stage towards the quality of the sold material (Producer Ash mixed with semi burnt coal and clinkers generated after cleaning by the contractor at his risk and cost) like less percentage of semi burnt coal, more percentage of clinkers in the lot etc., shall not be entertained and the Contractor will be required to remove the producer ash and transport the total removed material i.e. Producer Ash as per the tender.

- v) IT MAY PLEASE BE NOTED THAT THE GAS PLANT OFFICIALS SHALL HAVE FULL RIGHT NOT TO ISSUE THE CHALLAN/GATE PASS TO THE CONTRACTORS IF THEY ARE NOT SATISFIED WITH THE CLEANING WORK.
- vi) Contractors will be given working off on one day only i.e. on VISHWAKARMA PUJA. The rest other days of the year shall be working days unless otherwise specifically informed by the holding department in advance. Even on Vishwakarma Puja / holidays, the contractors may be called in case of need and for this no extra claim shall be entertained. In case of off being given on Vishwakarma Puja, the contractor shall have to ensure that on the next working day, complete removal of ash is done in their respective shifts. In case of failure to do so, the contractor may be debarred from getting any holiday throughout the year and this may be made applicable any time on a short notice of 07 (seven) days, issued by the holding department.
- vii) As the engagement of labourers / mazdoors is involved in the execution of the work, the contractors will have to ensure that the existing labour laws are properly followed/implemented. Any violation of the same shall be entirely at the risk and cost of the contractor and he will be solely responsible for any lapses in this regard.

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7) **QUANTITY** : Approximate quantity expected to be generated for sale during the contract period 24,000 M.T. at the expected generation of 65 MT per day. This quantity may slightly increase or decrease depending upon operation of producers. HEC will not be responsible for generation of less quantity than tendered quantity.

8) **CONTRACT PERIOD** :

- i) **The contract period shall be for a period of 01 (one) year starting from the date of issue of first S.R.O.** The contractor shall be required to clean the producers till the last day of the contract period. The material collected by cleaning up to the last day of the contract period shall be allowed to be lifted by the contractor for further one day after the last day of the contract.
- ii) To maintain continuity in Gas Plant operation, the work may be required to be continued even after expiry of the contract period till finalization of new contract at the same rate & terms & conditions.

9) **TERMINATION OF CONTRACT** :

If performance of the contractor will not be satisfactory within the contractual period, the contract will be terminated and E.M./S.D. will be forfeited after completing the following formalities:-

- i) The holding department shall serve a notice of 07 days in writing to the contractor for improvement in his performance to the satisfaction of the site I/c/Gas Plant.
- ii) If the contractor still fails to improve upon, he will be served another notice of 07 days in writing by the holding department to improve his performance, failing which the contract will be terminated and his Security deposit shall be forfeited and the work will be allotted to next higher bidder at his cost.
- iii) Even after this, if the Contractor does not improve and work continue to suffer, based on the report of the holding department to this effect (enclosed with copies of the letters issued as notice); the contract will be terminated after taking a formal approval of the COP/FFP.

Sr.DGM I/c(Cont. & Disp.)/FFP

DECLARATION BY THE TENDERER

I / we have gone through the Special terms and conditions of the tender as well as General terms & conditions of the disposal sale tender regarding the material under disposal sale. I/we agree to the above terms and conditions and accordingly offer to purchase & cleaning/ removal of Producer Ash mixed with semi burnt Coal and Clinkers of running Producers of Gas Plant at the rate mentioned by me/us in the schedule of the tender.

Date

Signature of the tenderer with rubber seal.

PRICE BID

OPEN TENDER NOTICE NO. FFP/Disp/Producer Ash/Tender/June/2019/848 dtd 10.06.2019

Price Bid to be filled in by the tenderer :-

To,
The Sr.DGM I/c(Cont. & Disp.)
FFP/HEC Ltd, Ranchi-4

Dear Sir,

With reference to above Tender, we are submitting our price bid as below in the prescribed Performa :

Sl. No.	Description of item for cleaning cum disposal sale	Approx. Qty. (in MT)	Rate quoted Per MT (exclusive of GST)	Total sale value at the quoted rate(exclusive of GST)
01	Producer Ash (mixed with semi burnt coal and clinkers) generated on regular basis in the running producers of Gas Plant/FFP.	24,000 MT		

Thanking you,

Yours faithfully

Signature of the tenderer with date and rubber stamp of the firm with address, Mobile No., P& T No. etc.