



MADHYA PRADESH POWER GENERATING COMPANY LIMITED
OFFICE OF THE EXECUTIVE DIRECTOR (O&M: GENERATION)
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No. – 07-03/EoI/STPS/FA/2018/ 1556

Jabalpur, dated 20/08/2018

INVITATION FOR “EXPRESSION OF INTEREST” (EOI) FOR SETTING UP OF CEMENT CLINKER GRINDING UNIT AT SATPURA THERMAL POWER STATION, SARNI. DIST - BETUL, M.P.

MPPGCL intends to promote utilization of fly ash in accordance to the various Gazette Notifications issued by Govt. of India, Ministry of **Environment, Forest & Climate Change, Govt. of India**. For this purpose, an “Expression of Interest” is invited from interested parties for setting up of Cement Clinker Grinding Unit at Satpura Thermal Power Station, Sarni.

STPS, Sarni is situated in Betul District of M.P. & 18 Kms. from Ghoradongri Railway Station on Itarsi - Nagpur Section. For this purpose, 2.5 LMT Dry fly ash shall be provided “Free of Cost” basis for a period of 30 years.

Interested parties are requested to visit Home Page of the company’s website www.mppgcl.mp.gov.in for downloading the document of “Expression of Interest” free of cost.

The proposal will be received up to 26/09/2018.

// SAVE ELECTRICITY //

**E.D. (O&M: Generation)
MPPGCL, Jabalpur**

Expression of Interest

For Setting up of Cement Clinker Grinding Unit at STPS Sarni



M.P. Power Generating Co. Ltd, Jabalpur

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*Expression of Interest for
Installation of Cement Clinker Grinding Unit
at STPS Sarni*

1. Objective of EoI

- 1.1. Satpura Thermal Power Station of Madhya Pradesh Power Generating Company Limited (MPPGCL) is located in Betul District at 18 Kms. Distance from Ghoradongri Railway Station on Itarsi-Nagpur Section.
- 1.2. MPPGCL intends to promote utilization of fly ash in accordance with various notifications issued by Ministry of Environment, Forest, Government of India.
- 1.3. Accordingly, to encourage the Fly Ash utilization of Satpura TPS, Sarni, M.P. Power Generating Co. Ltd., invite “Expression of Interest” from the interested & qualified bidders for setting up of cement clinker grinding unit at Satpura Thermal Power Station Sarni.
- 1.4. The request for submission of EoI in no manner is a commitment for award of contract for setting up of cement clinker grinding unit at Satpura Thermal Power Station Sarni. The bidders in no manner become eligible, merely by submitting their offer for the same.

2. Brief of the Facilities Offered by MPPGCL to Interested Bidders

In order to promote the sale of Fly Ash, MPPGCL intend to offer the following facilities to the successful bidder:

- 2.1. The dry fly ash for this purpose shall be provided "Free of Cost" from ex-plant fly ash silos
 - a. Ash silos are located about 2 km away from the proposed location of the grinding unit.
 - b. The transportation cost from source to the grinding unit, as per the MOEF & CC, GoI, (amended) Gazette Notification dated – 25/01/2016 shall not be applicable.

- 2.2. MPPGCL will provide 4.25 Hectares (maximum) of land near its thermal plant on payment of lease charges for a period of 30 years.
- a. Lease rental shall be payable by the Successful Bidder as per agreed terms and conditions.
 - b. The terms & Conditions of Lease Agreement are elaborated in Section: **22**
- 2.3. MPPGCL has its own dedicated railway sidings at Ghoradongri. MPPGCL may allow the firm to use its existing railway siding at Ghoradongri for a period of 30 years.
- a. The firm shall develop other necessary infrastructure at this location at its own cost.
 - b. The terms & Conditions of use of Ghoradongri siding are elaborated in Section 21.16.
- 2.4. The Successful bidder shall be allowed to use MPPGCL's existing railway line from Ghoradongri to Sarni as well as that within Sarni Power House for a period of 5 years.
- a. The use shall be on cost sharing basis. Proportionate O&M Cost for use of these facilities shall be levied by MPPGCL on the firm.
 - b. Further, during the period of 5 years, the firm shall have to develop its own transport facility from Ghoradongri to its establishment at Sarni.
 - c. The period of five years shall be considered from the date of signing of lease deed for land.
 - d. The terms & Conditions for use of railway line are elaborated in Section 21.17.

3. Brief Detail of MPPGCL

- 3.1. MP Power Generating Company Ltd, Jabalpur (MPPGCL), is the State owned power generating company of Madhya Pradesh with its Headquarter located at Jabalpur having its running Thermal & Hydrel Power Stations located at various locations in the state of Madhya Pradesh out of which some Hydro stations have share with neighbouring States of Rajasthan,

Maharashtra and Uttar Pradesh as well as some hydro power stations of other states have share of MP State. The brief summary of existing units in operation as on 31st March 2018 is as under:-

Station		Installed Capacity		MPPGCL Share	Other State's Share		
		MW	Location	MW	MW	State's Name	
Thermal Plants	Amarkantak TPS	210	Amlai Railway Station, in District Anoopur ,Chachai, MP	210	0		
	Satpura TPS *	1330	Ghoradongri Railway Station, in District Betul, Sarni, MP	1330	0		
	Sanjay Gandhi TPS	1340	Pali Railway Station, in District Umariya,Birsinghpur, MP	1340	0		
	Shri Singaji TPS	1200	Dongalia Distt. Khandwa MP	1200	0		
	Total Thermal	4080		4080	0		
Hydro Plants	Chambal	Gandhisagar	115	Located in Rajsthan and operated by RVPN, Gandhisagar, MP	57.5	57.5	Rajasthan
		R P Sagar	172	Located in Rajsthan and operated by RVPN Kota, Rajasthan	86	86	Rajasthan
		Jawahar Sagar	99	Located in Rajsthan and operated by RVPN Kota, Rajasthan	49.5	49.5	Rajasthan
		Total Chambal	386		193	193	
	Rani Awantibai Sagar	90	About 40 km from Jabalpur in District Jabalpur Bargi, (near Jabalpur) MP	90	0		
	Tons Complex (Sirmour, Deolond, Sipara, Zinna)	425	Sirmour, (near Rewa) MP	425	0		
	Birsinghpur	20	Pali Railway Station, in District Umariya,Birsinghpur, MP	20	0		
	Pench	160	Located near Seoni in District Umariya, Totladoh, Maharashtra	106.7	53.3	Maharashtra	
	Rajghat	45	Located in Chanderi of MP	22.5	22.5	Uttar Pradesh	
	Madhikheda	60	Located in Shivpuri district of MP	60	0		
	Total Hydro	1186		917.2	268.8		
Total (Thermal + Hydro)		5266	0	4997.2	268.8		

4. Brief Detail of STPS Sarni

4.1. Satpura Thermal Power Station of Madhya Pradesh Power Generating Company Limited (MPPGCL) is located in Betul District at 18 Kms. Distance from Ghoradongri Railway Station on Itarsi-Nagpur Section.

4.2. Present installed capacity of STPS; Sarni is as under:

- a. PH II : #6 (200 MW) & #7 (210 MW)
- b. PH III : #8 (210 MW) & #9 (210 MW)
- c. PH IV : #10 (250 MW) & #11 (250 MW)
- d. Total 1330 MW

4.3. The units of PH II & PH III have lived their designed life of 25 years.

4.4. Both the units of PH IV are new and were commissioned in FY 13 & FY 14 respectively.

4.5. The proposed Eol is for utilisation of Fly Ash generated by units of PH IV.

5. Detail of Availability of Dry Fly Ash for Proposed Cement Clinker Grinding Unit

5.1. The Eol is for utilisation of Ash from Unit #10 & #11 of PH PIV (2x 250 MW)

5.2. The dry fly ash generated from these units is stored and distributed through two Ash Silos having capacity of 1200 MT each

5.3. The anticipated/expected quantity of dry fly ash, which may be available for supply as under:-

- a. Expected Per day generation of Dry Fly Ash : 2200 MT
- b. Expected Per Annum Generation of Dry Fly Ash : 8.00 Lakh MT

5.4. Minimum quantity of dry fly ash to be used by the successful bidder 2.5 LMT/year (Two Lakh Fifty Thousand MT /Year)

5.5. Apart from this, sufficient quantity of pond ash is also available, which can also be provided on free of cost, on "As is Where is" Basis.

6. Period of Contract

6.1. The period of Contract shall be 30 years starting from the date of signing of Lease Rent Agreement.

- a. Minimum 2.5 LMT/year Dry Fly Ash shall be used by the successful bidder.

6.2. During the lease period, if the land is required by MPPGCL for any of the following reasons, It can cancel and terminate this allotment / lease of land after giving 06 months notice

- a. Common Public Interest,
- b. Adverse Environmental Conditions,
- c. Legal interventions/Court Orders,
- d. Force Majeure Conditions
- e. Closure of all units of STPS

6.3. In case if the allotment of land is cancelled for the reasons mentioned above or after expiry of the contract period, the Successful Bidder shall have to evacuate the land, at its own cost, for which no compensation shall be paid by MPPGCL under any circumstances. Further, if the successful bidder has to evacuate allotted land for the reasons mentioned at 6.2 (i.e. before 30 years), the retained 50% amount of SD/BG will be returned by MPPGCL.

7. Earnest Money Deposit to be Provided by Bidders

7.1. The bidder will be required to submit refundable Earnest Money Deposit either in the form of Banker's Cheque / DD payable to Senior Account Officer (COG&HS) MPPGCL, Jabalpur **or** Bank Guarantee as per Annexure –III, amounting to Rs. 4.0 lakh (Four Lakh only) alongwith the offer.

7.2. The offers without requisite EMD in the desired form shall not be opened.

8. Bidder's Pre Qualifying Criteria & Minimum Necessary Documents to be submitted for consideration of Bid.

The interested bidder shall possess following criteria to qualify for consideration of the subject work. Documentary proof need to be submitted in support of the same–

8.1. Financial Capability

- a. The average annual turnover of the firm during last three financial years should be at least Rs. 100 Crore per year
- b. Net worth of the firm, for preceding financial year should be positive.
- c. Audited Balance Sheet and profit & loss account for last three years should be submitted by the firm.

8.2. GST registration certificate should be submitted by the firm.

8.3. The firms shall submit particulars of the company with the present background of operation.

8.4. The firm shall have to submit an Affidavit & Undertaking as per the formats annexed as **Annexure I** regarding eligibility to participate in the EOI.

8.5. No deviation in the terms and conditions as stipulated in this Eoi shall be allowed. The firms will have to submit unconditional acceptance to all the terms and conditions in the form of affidavit as per **Annexure –II**

The offers of the firms meeting above criteria and submitting the required documents in support thereof shall only be opened.

9. Acquaintance of local conditions

The prospective bidder must visit the Satpura Thermal Power Station Sarni before submitting their proposal/offer for acquaintance of local conditions and certificate duly endorsed by authorized representative of Head of the Power Station, must be enclosed in Eol. **(With Envelope-II)**

10. Submission of Offer by the Bidder

10.1. The interested bidders should download copy of EOI Document from the official website mppgcl.mp.gov.in "FREE OF COST" and shall submit the bid as under

a. The offer should be submitted in physical form at the address given below:

Executive Director (O&M: Gen)

Block No 6, Shakti Bhawan

Rampur, Jabalpur, 482008.

Mobile No; 9425808801

Land Line- 0761-2661589/2702699, Fax-0761-22664572

Email-edomg_mpeb@rediffmail.com

b. The above officer may be contacted for seeking additional information, if any. He shall be liable to provide the information to the extent found necessary for submission of offer, fall within legal framework and are not confidential in nature. **The last date of submission of offer is 26/09/2018.**

c. The offer must be submitted in a covering envelope containing following three envelopes, having superscription as **"Expression of Interest for Installation of Cement Clinker Grinding Unit at STPS Sarni. Please do not open this envelop before due date & time"**. On this envelope, please also super scribe the name and address of the firm. In case the above is not super scribed on both side of the envelope and the same is sent through courier / postage, MPPGCL shall not be responsible for premature opening of the same.

a. Envelope I : Containing EMD

Super-scribe: The Envelope contain EMD

b. Envelope II : Containing PQR and T&C related documents

Super-scribe: The Envelope contain PQR and T&C related documents

Envelope III : Containing Financial Bid in the format as per Enclosure I

Super-scribe: The Envelope contain Financial Bid (Offered lease rent & turnover of last three years)

Please note that if proper superscription is not made on the envelope and they are not properly sealed, MPPGCL shall not be responsible for pre-mature opening of the bids.

- d. All the pages of EOI document are required to be signed by the authorized signatory of bidder along with stamp as mark of acceptance of all terms and conditions of MPPGCL. Duly signed copy of EOI document shall be submitted in Envelope II containing PQRs & T&C related documents.
- e. The offer must contain full name, complete address and place of business along with brief of plan/proposal for setting up of Cement Clinker Grinding Unit at STPS, Sarni.
- f. Sealed offer must be with signature of authorized signatories. The names of all persons signing should also be typed or printed below the signatures.
- g. Offer by a partnership Firm (Joint Venture, Consortium, Partnership firm) must be furnished with full names of all partners and their full residential addresses and be signed with the partnership name, followed by the signature(s) names(s) and designation(s) of the authorized partner(s) or other authorized representative(s) (of Partnership deed/ Joint deed of understanding/Consortium agreement).
- h. Offer by Corporation/Company (both public & private) must be signed with the legal name of the Corporation/Company by the President, Chief Executive Officer, Managing Director or by the Secretary or other person or persons authorized to offer on behalf of such Corporation/Company in the matter.
- i. Satisfactory evidence of authority of the person signing on behalf of the bidder shall be furnished along with the offer/proposal.
- j. The bidder's name stated on the proposal shall be the exact legal name of the person/firm/company/corporation.

11. Late receipt of EOI proposals

The offers received upto the due date shall only be scrutinised by MPPGCL. Any EOI Proposals received by MPPGCL after the deadline for submission of offers prescribed will not be considered. MPPGCL will not be responsible for late receipt of offers because of postal delay or other reasons whatsoever.

12. Opening of Offers

- a. The envelope containing the EMD submitted by the firms shall be opened first. In case the requisite EMD is not submitted by the firm, their offer shall not be considered for further processing.
- b. The envelope of PQR submitted by the firms, who have submitted requisite EMD, shall be opened. The firms, who qualify the PQR conditions and have submitted requisite documents in their support, shall be considered as Qualified Bidders.
- c. The Financial Bid of the Qualified Bidders shall be opened to select the successful bidder for award.

Suitable dates/venue shall be notified by MPPGCL. The bidders may depute their authorised representative to witness the opening processes, if interested. The offers shall be opened on notified dates/venue, even if no representative of any firm remains present.

The dates shall be notified on MPPGCL's website (www.mppgcl.mp.gov.in).

13. Validity of Offers

The offers of EOI should be valid for six months period from the date of opening.

14. MPPGCL's Right to accept or reject any or all offers

14.1 Notwithstanding anything mentioned in the EOI document, MPPGCL reserves its right to amend, modify, cancel and or otherwise reject any offer without assigning any reasons thereof.

14.2 MPPGCL reserves the right to reject any/all offer(s) which is/are not submitted according to the EOI instructions or without assigning the reason.

15. Selection Criteria

The bidders will have to agree to all the terms and conditions stipulated in this EoI. Offers with deviations are liable for rejection.

The Commercial bids of the qualified bidders shall only be opened. The selection shall be done on the following basis:

15.1 The party offering the highest lease rent.

15.2 In case of tie of quoted lease rents, the firm having higher average turn over for past three years shall be selected.

16. Security Deposit to be Provided by Successful Bidder

16.1. The successful bidder will have to deposit Security Deposit in the form of Bank Guarantee amounting to Rs. 1.0 crore (one crore only) prior to signing of Agreement / Lease deed for allotment of land for setting up of grinding unit. The pro-forma for B.G. will be issued along with letter for entering into the lease deed for allotment of land for setting up of grinding unit.

16.2. The 50% amount of BG/SD shall be released by MPPGCL after one year from the date of successful installation and commissioning of the cement clinker grinding unit. However, balance 50% will be released after completion of lease deed contract period i.e.30 years.

16.3. The BG shall be initially valid for a period of two years from the date of submission and shall be unconditionally extended by the Successful bidder so as to remain valid upto one year from the date of successful installation and commissioning of the cement clinker grinding unit.

16.4. The proforma of BG is annexed as **Annexure III.**

17. Indemnity for defence of Suits

If any action in court is brought by third party against the MPPGCL or an officer or agent of MPPGCL for the failure or neglect on the part of the firm to perform any acts, matters, covenants or things under the agreement, or for damage or injury caused by the alleged omission or negligence on the part of the firm, his agents, representatives or his Sub-contractors, workmen, suppliers, or representatives/ employees, the firm shall in such cases indemnify and keep the MPPGCL and/or its representative harmless from all losses, damages, claims, expenses or decrees arising out of such action or as agreed by mutual discussion.

18. Supply of Fly Ash

- 18.1 The dry fly ash for this purpose shall be provided "Free of Cost" from ex-plant fly ash silos, which are located about 2 km away from the proposed location of the grinding unit.
- 18.2 **Mode of Transport:** Dry fly ash shall be delivered from silo chutes to bulkers and closed tankers. The transportation of the Fly Ash at its own cost shall be the sole responsibility of the Successful Bidder.
- 18.3 **Working Hours:** Delivery of fly ash is intended to be given 24 Hrs on all days including Sundays & Holidays, subject to availability of ash and the delivery system and as per direction of the Engineer-in-Charge.
- 18.4 MPPGCL will endeavour to make available quantity from Ash Silos of Units 10 & 11, subject to availability except in Force Majeure conditions and outages. Fly Ash is a product of coal combustion, which again is subject to requirement of generation of electricity in the areas earmarked by the regulatory authorities. Scheduled and unscheduled shutdowns also affect generation of electricity and thus generation of Fly Ash. Though all efforts will be made to maintain assured quantity of Fly ash, however MPPGCL does not guarantee availability of this quantity of Fly Ash regularly and will not be liable for any compensation or damages for non-availability in required quantity of the same.

19. SETTLEMENT OF DISPUTES

19.1 Mutual Dispute Resolution

If any dispute or difference(s) of any kind whatsoever arise between MPPGCL and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project/ contract whether during the progress of the Project/ contract or after its completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.

If the parties fail to resolve, the aggrieved party shall request to convene the meeting of CEOs/MDs of both i.e. MPPGCL and the Contractor, or their authorized

representatives, for amicable settlement of the dispute within a period of 30 (thirty) days or as may be mutually agreed upon.

19.2 Dispute Resolution through Project Steering Committee (if any)

If both the parties' fails to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred to the Project Steering Committee (if any) constituted for this purpose for a possible settlement

19.3 Arbitration

If the parties fail to resolve such a dispute or difference by mutual consultation as above, then the dispute shall be referred in writing by either party to and settled by arbitral tribunal comprising of three (3) arbitrators, one to be appointed by each party, and the third presiding arbitrator to be appointed by both the arbitrators, as per the provisions of Indian Arbitration and Conciliation Act, 1996, as amended from time to time. If both the appointed arbitrator fails to appoint third presiding arbitrator within thirty days from the date of their appointment, the aggrieved party may request the Chief Justice or any person or institution designated by them to take necessary measures as per Section 11 of the Arbitration and Conciliation Act, 1996.

The provisions of Indian Arbitration and Conciliation Act, 1996, as amended from time to time, shall apply to such arbitration proceedings. The award of the arbitral tribunal shall be final and binding upon the parties. The seat of arbitration shall be Jabalpur, MP.

The fees and expenses of respective arbitrators shall be to the account of respective party and the fees and expenses of the third presiding arbitrator shall be to the account of both the parties on 50-50 basis.

For any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with above Arbitration clause, the decision of MPPGCL shall be binding on the Contractor till the completion of the arbitration process, for the purpose of execution of the Project.

Notwithstanding any reference to clause no. II, A and B above, herein

- i. The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
- ii. MPPGCL shall pay the Contractor any undisputed payable amount due to the Contractor

20. Jurisdiction of Court

Any dispute or difference, arising under, out of, or in connection with this EoI / contract, shall be subject to exclusive jurisdiction of competent court of Madhya Pradesh situated at Jabalpur.

21. Payment of Taxes, Duties, Levies etc.

21.1 Though fly ash shall be supplied free of cost, the firm shall be liable and responsible for payment all the taxes on the supply of fly ash if applicable or may be applicable from time to time in future as per Govt. Rules or local statutory bodies. All bank charges shall be borne by the firm.

21.2 MPPGCL shall have the right to suspend the delivery of Fly Ash if the taxes payable are not made available in time.

22. Terms & conditions proposed in the Lease Deed / Agreement to be signed for allotment of land for setting-up of Cement Grinding Unit

22.1 A piece of 4.25 Hectare land located at CHP area of STPS, Sarni has been identified for allotment on lease by MPPGCL for a period of 30 years. This land is in absolute ownership of MPPGCL with clear title. This shall be allotted after executing a deed of lease, as per lease rent and terms & conditions of MPPGCL, subject to the conditions elaborated in Section 6.2 of this document.

22.2 As the land ownership originally belongs to MPPGCL, the compliance of instructions / directives given related to land area shall be binding on the firm. The firm shall neither allot nor sub-lease this land in whole or any part thereof, to any other person/ party nor sale to any person or party, failing which the allotment of land to the firm shall automatically be deemed to be cancelled. Further the firm shall not grant any license to any other person to use the land. In such cases, MPPGCL shall have every right to recover losses or any consequential damages that may occur due to such act of the firm.

22.3 Though, there is clear title of ownership of MPPGCL for the land proposed to be allotted to the firm, if any permission from Government/ revenue /or any other department is required for use of above land for cement manufacturing, the same shall be obtained by the firm at its own cost. The firm shall also obtain all permits, licenses, approvals, consents, clearances etc. from Govt. authorities or other statutory authorities required, as per law for setting up of such plant. Further, the

firm shall ensure that all such clearances, permits, licenses, approvals; consents remain valid during the tenure of the lease.

- 22.4 The firm shall not use the land leased to it for any other purpose other than as mentioned in this lease deed. No title or ownership or right shall vest in the firm over the land except as given in this lease deed.
- 22.5 The lease rent shall be minimum @ Rs 4 lakh (or as quoted by the firm in its offer, whichever is higher) per annum along with prevailing rate of GST for 4.25 hectare identified land. The lease rent shall be payable on monthly basis. If the firm desire, it can submit the rent for the full year or part thereof in advance. If the firm fails to pay the lease rent for a period of 3 consecutive months, the lease deed shall be terminated and MPPGCL shall exercise its right to re-take the allotted land and withdraw all facility, provided by the owner. MPPGCL shall have the right to recover the lease rent owed to it by sale / auctioning the plant / machinery / tools kept at the site
- 22.6 The firm shall obtain all environment & forest clearances as may be required by laws including permission for cutting of trees prior to setting up the plant.
- 22.7 The firm shall follow all the pollution / environmental norms stipulated by the statutory authorities like MP Pollution Control Board / Central Pollution Control Board etc.
- 22.8 The firm shall have to obtain all the necessary statutory clearances, certificates etc. for implementation of the project and shall follow all the conditions stipulated in such clearances and certificates etc
- 22.9 The firm shall submit all relevant drawings / details, clearances etc. to MPPGCL beforehand the activities commence i.e. at the beginning of installation. It should also provide all drawings / details after installation and commissioning of the project.
- 22.10 It will be ensured by the firm that none of the existing structures located on the land like drainage line, sewer line, water line, telephone line etc. are damaged during the construction and operation of the project. In case of any damage as mentioned above, the firm shall have to rectify the damage at his own cost. If firm fail to rectify the defect within the specified time by MPPGCL, the MPPGCL shall rectify the same and recover the cost by any means including legal action.
- 22.11 In case, any LT / HT line is required to be shifted for execution of the project the firm shall do so at its own cost.

- 22.12 The allotment of quantity of water is the jurisdiction of Water Resource Department. Therefore, the firm shall approach the aforesaid department for allocation of required water for its plant. Firm shall have to make its own arrangements for the required power water and other amenities for operation of their plant. The firm shall be solely responsible for obtaining water / electricity from the concerned department as per its usage. MPPGCL shall not be responsible for providing water and electricity to the firm. The power is to be arranged by the firm at his own cost from respective distribution company.
- 22.13 The damages to MPPGCL roads, if any, due to use by the firm the same shall be rectified by the firm. If the firm fails to do so MPPGCL shall rectify at the cost of the firm.
- 22.14 The firm has also to arrange necessary social amenities and residential arrangements for its staff.
- 22.15 Any un-rest / resentment arising out in the adjacent villages / habitat owing to the implementation of the project by the firm shall be dealt with and settled amicably by the firm only. Any pollution hazard due to operation of plant by firm shall have to be rectified and corrected and any compensation if required on account of the same shall have to be borne by the firm. The firm shall have to bear and take responsibility for such pollution hazard including criminal liability if any. If continuous pollution exists in the area due to operation and transportation activities by the firm, MPPGCL shall have liberty to close the plant operation and other activities and firm shall be held responsible for all criminal liabilities.

22.16 Use of Ghoradongri Siding

- a) MPPGCL has its own dedicated railway sidings at Ghoradongri. MPPGCL may allow the firm to use the same for a period of 30 years; however, the firm shall develop other necessary infrastructure at its own cost.
- b) Proportionate O&M Cost for use of these facilities shall be levied by MPPGCL on the firm.

22.17 Use of Rail line from Ghoradongri Siding upto & Within STPS Sarni Plant:

- a) MPPGCL also has its own dedicated railway line from Ghoradongri to Sarni for transportation of coal & other associates for operation of existing plant. MPPGCL may allow the firm to use the same for a period of 5 years.

- b) Proportionate O&M Cost for use of these facilities shall be levied by MPPGCL on the firm.
- c) Further, during the period of 5 years, the firm shall have to develop its own transport facility from Ghoradongri to its establishment at Sarni. The period of five years shall be considered from the date of signing of lease deed for land. If the firm fails to develop its own transport facility from Ghoradongri to its establishment at Sarni, the lease deed shall be terminated and MPPGCL shall exercise its right to re-take the allotted land and withdraw all facility, provided by the owner.
- d) In case, the firm intends to utilize MPPGCL's railway siding & line at Sarni for an initial period of five years as stated above, MPPGCL shall always avail first priority for its use and the firm shall have second priority for transportation of their project / raw / finished product required for Cement Grinding Plant.
- e) During this period, in case of accident caused by firm's rake (derailment etc.), the all charges of repairs, demurrages with 24% overhead charges shall be borne by the firm. Further, the firm shall construct a separate boundary wall within the land sub-leased to it at the own cost in order to contain its assets within the boundary and for safely & security of MPPGCL assets

22.18 The firm shall solely be responsible for any accident / mishap occurred on the property leased to the firm & includes any accident / mishap occurring during installation / construction / operation / maintenance of the cement clinker grinding unit. Further, the firm undertakes to indemnify MPPGCL if any loss is caused to MPPGCL from the aforesaid action. Any incidental charges due to such accident / mishap shall have to be borne by the firm. (Annexure IV - Format for Indemnity enclosed)

22.19 Any losses or damage to MPPGCL due to any act of the firm shall be recoverable by MPPGCL through Court of Law and as arrears of land revenue.

23. Submission of Draft Techno-economic Feasibility Report / Draft Project Report & Signing of Lease Deed for allotment of land for implementation of project–

23.19 The firm short-listed for setting up of Cement Clinker Grinding Unit shall prepare & submit a Detailed Project Report (DPR) at its own cost by making

a realistic assessment of situation at the site & due discussions / deliberation with STPS & Jabalpur H.Q. authorities of MPPGCL and taking into account the facilities / helps & “Terms & Conditions” mentioned in this EOI Document.

23.20 DPR will also include specifically the time frame anticipated for its implementation.

23.21 It is imperative for the firm to fully acquaint themselves of all local conditions & factors like temperature, properties etc. of fly ash at delivery points.

23.22 The “Detailed Project Report” prepared so, will be submitted to MPPGCL, within three months period for its examination & assessment. If found suitable by MPPGCL as per the mutual benefit of both the parties, the party shall be extended the offer for setting up of Cement Clinker Grinding Unit & invited for signing the Lease Deed for allotment of land for implementation of the project

Enclosure I : Financial Bid

It is requested to go through the Para 15 – Selection Criterion before filling this enclosure.

FINANCIAL BID / OFFER		
Sl. No.	Particulars	Details
1	Name of the firm / Organization / Company	
2	Postal Address (for Correspondence)	
(i)	Phone No. / Fax No.	
(ii)	E-mail address	
3	Please confirm that all commercial terms and conditions as mentioned in the EOJ document are acceptable.	
4	The Lease Rent offered per Annum excluding GST (the firm should mention the amount in INR clearly in figures as well as words)	

Signature -----

Name _____

Designation _____

Seal or stamp _____

Annexure I: Format of Affidavit for Eligibility to Participate

(To be stamped in accordance with the stamp act)

& Notarized by a Notary Public

Affidavit of Shri S/Oaged

about R/O

I, the above named deponent do hereby solemnly affirm and declare as under:

1. That, I am working as..... (Designation) in (Name and address of the firm) since.....
2. That, I am duly authorized by..... (Name of the firm) to submit this affidavit of its behalf.
3. That, our firm is submitting a offer in response to Expression of Interest issued by MPPGCL for Setting up of Cement Clinker Grinding Unit at Satpura Thermal Power Station, sarni
4. That, the firm is not blacklisted/ banned for participation in any of the Power Utilities/ Government /Semi Govt. Companies/PSUs in India as on the due date of submission of offer.
5. That, the firm has successfully completed the similar contracts in the past as per the terms & conditions of the instant EOI.
6. That, if at any point of time the declarations given above are found to be incorrect, MPPGCL shall have the full right to terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of Bank Guarantee.

DEPONENT

Verification-

Verified aton.....day of.....2018, that the contents of my above affidavit are true to the best of my knowledge. No part of it is false and nothing material or relevant has been concealed there from.

DEPONENT

Annexure II : Format of Affidavit for Unconditional Acceptance to all the Terms and Conditions Stipulated in EoI

We (name & address of the firm) hereby declare that we agree to accept the terms & conditions of the instant Expression of Interest unconditionally & there are no deviations in our offer from the terms and conditions outlined in the EOI documents.

DEPONENT

Verification-

Verified aton.....day of.....2018, that the contents of my above affidavit are true to the best of my knowledge. No part of it is false and nothing material or relevant has been concealed there from.

DEPONENT

Annexure III: FORMAT FOR BANK GUARANTEE AGAINST –

1. EARNEST MONEY DEPOSITE.

2. SECURITY CUM PERFORMANCE GURANTEE

Note - To be executed on non-judicial stamp paper having value as per the Stamp Act 2014
(Rs 2/- revenue stamp may also be fixed on Bank Guarantee.)

Bank Guarantee No.....

Date.....

In consideration of the MP Power Generating Company Limited, Jabalpur having at this Bank's request agreed to accept this Bank Guarantee in lieu of Cash deposit by way of EMD/Security for due and faithful performance required from M/s..... (Herein after referred to as contractors), the Bank ofhereby agrees unequivocally and unconditionally to pay within 48 hrs. on demand in writing from the MP Power Generating Company Limited, or any officer authorized by it in this behalf or any amount up to and not exceeding Rs.....(in words, Rupees.....) to the said MP Power Generating Company limited, on behalf of the aforesaid M/s.....who have offered / have been engaged for setting up of Cement Clinker Grinding Unit at Satpura Thermal Power Stations of the said MP Power Generating Company Limited against EOI / order No.dt..... for the estimated / order value of Rs..... (in word Rs.....), utilizing fly ash from STPS, Sarni.

This agreement shall be valid and binding on this Bank up to and includingor for such further period as may hereunder be mutually fixed from time to time in writing by the Madhya Pradesh Power Generating Company Limited/ and the Bidder and shall not be terminable by notice or any change in the constitution of the aforesaid Bank or the firm of Bidders or by any other reasons whatsoever and the Bankers liability hereunder shall not be impaired or discharged by any extensions of time or variations or alteration made, given, conceded or agreed to with or without the Bank's knowledge or consent by or between the Madhya Pradesh Power Generating Company Limited and the Bidder in the existing and/ or further tenders and / or contracts.

It is agreed to by the Bank with Madhya Pradesh Power Generating Company Limited that if for any reason a dispute arises concerning the Bank's liability to pay the requisite amount to the Madhya Pradesh Power Generating Company Limited under the terms of this Guarantee, the competent court at Jabalpur alone shall have jurisdiction to determine the said dispute and that this shall be without prejudice to the liability of the Bank under the terms of this Guarantee being unequivocal and unconditional as mentioned above.

The liability under this Guarantee is restricted to Rs..... (In words Rupees.....) only. This Guarantee shall remain in force until.....unless a demand to enforce a claim is made under this Bank Guarantee by the Madhya Pradesh Power Generating Company Limited to the Bank within 6 (Six) months from that date i.e. up to, the right of the Madhya Pradesh Power Generating Company Ltd. under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under..

Witnesses: - 1 (Signature)

Signed

..... (Name)

For Bank (Seal)

..... (Address)

Witnesses: - 2 (Signature)

..... (Name)

..... (Address)

Annexure-IV- Indemnity Format

INDEMNITY BOND

(TO BE EXECUTED ON RS. 500/- NON JUDICIAL STAMP PAPER)

We..... (Name of the bidder) shall hold harmless and indemnify the MPPGCL..... (address) from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of the contract with respect to or arising out of the use or supply of design or any work in accordance with the specifications and plans furnished or recommended by ourselves (name & address of the bidder).

If any action in court is brought by third party against the MPPGCL or an officer or agent of MPPGCL for the failure or neglect on the part of the firm, ----- (name of the bidder) to perform any acts, matters, covenants or things under the agreement, or for damage or injury caused by the alleged omission or negligence on the part of the firm, his agents, representatives or his Sub-contractors, workmen, suppliers, or representatives/ employees, the firm shall in such cases indemnify and keep the MPPGCL and/or its representative harmless from all losses, damages, claims, expenses or decrees arising out of such action.

We.....(Name of the bidder) at our own expense, defend and indemnify the MPPGCL.....(address) against all third party claims of Infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the items or any part thereof. The MPPGCL shall not pay any compensation to any party resulting from such infringement and we shall be fully responsible for the same, including all expenses and court and legal fees.

Place -

Signature: _____

Date -

Name: _____

Designation: _____

Official seal -

Witness:-

1.

2.