

MADHYA PRADESH POWER GENERATING CO. LTD.



MADHYA PRADESH POWER – GENERATING CO. LTD.
OFFICE OF THE SUPERITENDING ENGINEER (OPERATION)-1
SHRI SINGAJI THERMAL POWER PROJECT, MPPGCL,

Dongalia Distt. Khandwa (MP)

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**DOCUMENT FOR INVITATION OF EXPRENSSION OF INTEREST
(E.O.I) FOR SUPPLY OF
FLY ASH FROM SILO OF 2x660MW, STAGE -II
SHRI SINGAJI THERMAL POWER PROJECT,
DONGALIA,KHANDWA,**

**ADDRESS FOR ISSUE COMMUNICATION AND SUBMISSION OF
EOI DOCUMENT:**

OFFICE OF THE SUPERITENDING ENGINEER (OPERATION)-1

Mob.9425611104 E-mail: se.opn.sstpp@gmail.com

ISSUED TO-

1. Introduction:

Shree Singaji Thermal Power Project (SSTPP) of Madhya Pradesh Power Generating Company Limited (henceforth referred to as MPPGCL) is situated near village Dongalia, P.O.-Sindhkhal, Tehsil-Punasa, Distt.-East Nimar (Khandwa) at about 06 Km away from Bir Railway station on Talvadiya-Bir section in Bhopal Division of West Central Railways. This project is presently having an installed capacity of 2520 MW, two Units of 2x600 MW Stage-I, 2x660 MW Stage-II, MPPGCL intends to promote utilization of fly ash generated from the unit No. 3 & 4 (2x660 MW) of Stage II of SSTPP, Khandwa as resource material in accordance with the notification from Ministry of Environment, Forest, Government of India vide. S.O. 2804 (E) New Delhi, issued on 3rd November 2009, amended on 25th Jan. 2016. MPPGCL, therefore, invites expression of interest (EOI) from the bulk users for purchase of fly ash from the two units of Stage II, SSTPP, Khandwa. The maximum anticipated quantity of fly ash to be available for supply from Ash Silos of Unit 3 & 4 (2x660 MW) of Stage II 24 LMT out of which 05.0 LMT already allocated for long term from O/o E.D. (O&M:GEN) Jabalpur & 19 LMT is still available for utilization.

2. Credential and PQR (Pre-Qualifying Requirements):

The prospective buyer, who have adequate documents to fulfil criteria of credential and Pre-Qualification-Requirement (PQR) as detailed hereunder for respective "EOI", will submit self-certified copies of requisite documents as required in "EOI" process. The credential documents and Pre-Qualification Requirement for the following "EOI" are as under:-

- i) The Buyer should be user agency of fly ash or should be supplier/ Transporter of fly ash to the end user. (undertaking should be submitted in this regard enclosed as Annexure – II)
- ii) The Buyer should utilize 100000 (One Lakh) MT of fly ash in their plant or supplied least 100000 (One Lakh) MT of fly ash during last one year. Buyer shall submit the credential of utilization/ supply of average 100000 (One Lakh) MT fly ash in last one year.
- iii) The average turnover of the Buyer during last three financial years should be at least Rs. 2.09 Crore. Audited balance sheet showing business turnover and profit & loss account for last three year should be submitted.
- iv) The Buyers who have worked with MPPGCL/MPSEB/MPEB in past, should invariably submit the performance cum no default certificate from the competent authority of concerned power station of MPPGCL.
- v) Certified copy of GST and EPF registration issued by competent authority should also be submitted.
- vi) All the Buyers should submit an affidavit on Rs.100/- stamp paper as per Annexure-III, duly notarized that the contracts awarded to them had been successfully executed without any default and they have not been blacklisted/debarred anywhere in India. Concealment of facts or submission of false affidavit, if found at any stage, shall render the Buyer disqualified and their EMD / Performance Bank Guarantee shall be liable to be forfeited.

3. Tie-up Period:

Ten Years,

4. Definitions:

In this EOI, following terms shall be interpreted as:

- 4.1 “ The agreement” means the agreement entered into between the fly ash user and the Supplier, as recorded in the agreement from signed by the parties, including all attachments and appendices therein.
- 4.2 “ Designated” users means the firm/organization short- list of fly ash.
- 4.3 “ Effective Date” means the date on which this agreement becomes effective.
- 4.4 “ GCS” means General conditions of Supply contained in this document.
- 4.5 “ The Fly Ash User which expression shall unless repugnant to context or meaning thereof be deemed to include its successors and permitted assigns.
- 4.6 “ Supplier” which expression shall unless repugnant to context or meaning thereof be deemed to include its successors and permitted assigns.
- 4.7 “Awarded Quantity/Annual Allocated Quantity – is the quantity of Fly Ash finally agreed by Supplier for award and shall be expressed in metric tonne (MT) One metric tonne (MT) means 1000 Kilograms.
- 4.8 “Arbitration Act” means the Indian Arbitration and Conciliation Act. 1996 as amended and modified from time to time including any re-enactment thereof.
- 4.9 “Agreement Term/Period” means duration of the agreement together with any extension period.
- 4.10 “Dispute/Dispute Notice Refer clause “Settlement of disputes” of EOI documents.
- 4.11 “Engineer in charge” means the officer appointed in writing by the supplier to act as an engineer from time to time.
- 4.12 “First Off take” means the first off take of Fly Ash which is actually received by the Fly Ash user at Delivery Point in accordance with this Agreement.
- 4.13 “ Force Majeure” shall have the meaning ascribed to in under the concerned clause of EOI documents.
- 4.14 “Governmental Instrumentality” means any central/State ministry, agency, inspectorate, department, authority commission or any regional or municipal authority thereof, which exercises any sovereign/state function in India or otherwise in relation to the performance of this Agreement by either Party including any licensing authority.
- 4.15 “Law(s) means applicable laws, rules, regulations, judgments, decrees, or other legislative measures having the force of law of issued by any government agency, instrumentally, body or legislature National, State or local authority or a competent Jurisdiction.

INSTRUCTION OF FLY ASH USERS

5. Submission & opening of offers:

- 5.1 The bidder should obtain copy of EOI document from this office free of cost by making written request & submit the offers on or before **05/12/2019 up to 15:00 Hrs.** Offers shall be opened on dated **05/12/2019 at 15:30 Hrs.** in presence of bidders or their authorized representative, who so ever is present. In case, the date of opening of offer is declared as “HOLIDAY” then same will be opened on next working day. No other intimation in this regard will be given.
- 5.2 MPPGCL reserves the right to reject any/all bid (s) which is are not submitted according to the EOI instructions without assigning the reason.

6. Submission of Bids:

Bidder should submit their offers in two parts and as per procedure given here under:

PART-1-

Technical & commercial Specification in sealed ENVELOPE-“A” INCLUDING PQR
Original EOI Document (i.e. technical & commercial specification duly stamped and signed by bidders on each page be submitted in the sealed envelope. The envelope on the shall super scribe

Part-I- “ Technical & Commercial Document”

Bidder should also submit format given in Annexure-1 (Statement of Deviation) in the envelope.

PART-II-

Quantity Bid in sealed ENVELOPE-“B”

In the prescribed Format No. IV

Both these envelopes (containing Part – I & II) Shall be enclosed in a separate bigger envelope super- scribing the words “Expression of Interest (EOI) for purchase of Fly ash from SSTPP, Dongalia.Distt.Khandwa.

EOI Specification

No.....
.....

Proposal submitted in any other format than the **Quantity Requirement Schedule** (Annexure- IV) **is liable** to be rejected forthwith without assigning any reason thereof.

7. Signature Of Offers:

- 7.1 The offer must contain the full name, complete address of residence and place of business of the person or person making the offer and shall be sealed with his usual signature. The names of all person signing should also be typed or printed below the signature.
- 7.2 Offer by a 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).
- 7.3 Offer by Corporation/Company by the (both public & private) must be signed with 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.
- 7.4 Satisfactory evidence of authority of the person signing on behalf of the user shall be furnished along with the offer/proposal.
- 7.5 The Users name stated on the proposal shall be the exact legal name of the person/firm/ Company/Corporation.
- 7.6 All the pages of EOI document are required to be signed be the authorized signatory of fly ash user along with Stamp as mark of acceptance of all terms and conditions of MPPGCL.

8. Earnest Money Deposit -

- a) The EMD amount of Rs.2.50 Lakh (Rs. Two lakh fifty thousand only) is to be submitted by all the bidders including those having MOU with MPPGCL. The EMD should only be in the form of Bank Draft drawn in favour of **Sr. A.O. SSTPP, MPPGCL, Dongalia Khandwa**. The DD for EMD shall be physically submitted in a sealed envelope, marked as envelope II, super scribing “EMD of Rs 2.50 Lakhs in form of DD vide no. ----- dated ----- against EOI No. No other mode of payment of earnest money deposit is acceptable. No interest shall be paid by the MPPGCL on the Earnest Money Deposited by the bidders.
- b) No offer will be accepted without valid earnest money deposit unless exempted, for which copy of documentary evidence shall be physically submitted in a sealed envelope super scribing “Exemption of EMD against EOI No.....” being SSI/NSIC registered unit.
- c) Only those who are physically submitted documents regarding EMD will be acceptable and considered.
- d) Any mismatch, if found in the documents submitted in physical form and no justification regarding this shall be entertained by MPPGCL.
- e) No EOI shall be accepted without deposit of the requisite Earnest Money. The offers received without earnest money shall be summarily rejected and shall not be opened.
- f) The Earnest Money shall be refunded to the un-successful bidders within a reasonable time. The Earnest Money deposited by the successful bidders may be returned after execution of agreement and submission of security deposit.

9. Late receipt of EOI proposals:

Any EOI Proposals received by the Supplier after the deadline for submission of offers prescribed by the Supplier will not be considered. The supplier will be not be responsible for late receipt of offers because of postal delay or other reasons.

10. Validity of Offers:

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

11. Forfeiture of Earnest Money Deposit –

Failure to furnish the Security deposit, delay in start of work and non-execution of the agreement within the stipulated time shall be termed as breach of contract and in those cases; the earnest money deposited shall be forfeited by MPPGCL without giving any notice in this regard. Withdrawal from EOI process after submission of EOI document shall also lead to forfeiture of EMD.

12. Suppliers Right to accept any offer or to reject any or all offers:

The Supplier reserves the right at the time of allocation or during the period of supply to increase. Decrease or delete the quantity of fly ash from that originally specified in the EOI documents without assigning any reason.

13. Supplier's Right to Vary quantities at the Time of allocation/supply:

The MPPGCL reserves the right at the time of allocation or during the period of sale to increase, decrease or delete the quantity of fly ash from that originally specified in the bid documents without assigning any reason. MPPGCL reserves right to cancel the contract at any stage by giving 7 day's notice.

14. Criteria for selection of successful bidder for distribution of quantity:

- 14.1 Ash shall be provided to successful buyer on H1 (highest quoted) Fly Ash quantity.
- 14.2 The distribution of 19 LMT/ year of fly ash quantity , shall be made among successful buyers in the descending order of quantity quoted, starting with the highest quantity buyer (H1, H2, H3, and so on) on 11 Rs/MT as long as offered quantity is available for sale.
- 14.3 For allocation of fly ash, preference shall be given to the highest quantity bidder. Thereafter, the reaming available quantity shall be distributed to remaining qualified bidder on prorata basis in ratio of their quoted quantity.
- 14.4 In case two more buyers bid the same quantity of fly ash and offered quantity available is less than bid quantity then in such case it shall be divided equally among them.
- 14.5 Ash shall be provided to successful Buyers on 11 Rs/MT price for first year of the supply.
- 14.6 Minimum bid Quantity should be for 1.0 LMT/Year.
- 14.7 The quantity of fly ash generation is tentative and may vary depending upon power plant operation.
- 14.8 The quantity available on any day shall be distributed on pro rata basis according to annual allocated quantity.
- 14.9 Decision of MPPGCL regarding distribution of ash among successful Buyers shall be final and binding.

15. Signing Of Agreement

Along with the order of allocation, MPPGCL will send the format of agreement to be done between the parties. Within Seven(7) days of receipt of allocation order, the successful Bidder shall sign and date the Contract from / agreement and hand over it to the Engineer-in-Charge of the supplier.

16. Security Deposit (S.D)

- a) Within seven(7) days of receipt of allocation order by the Seller, successful Bidder shall submit the Security Deposit (S.D) / B.G. for an amount equivalent 10 % of cost of annual allocated quantity in the form of Demand Draft of any nationalized bank / scheduled bank in favour of "Senior A.O., SSTPP, MPPGCL" payable at SBI, Sivaria - Birpur. The B.G. shall be valid for 10 years or period of currency of the agreement whichever is later.

- b) The Security Deposit will be for faithful performance of contract. In the event of any default, or discontinuing of lifting of supply of Ash or breach of contract, the Security Deposit will be forfeited.
 - c) Failure of the successful Bidder to comply with the requirement of submission of Security Deposit (S.D) within the prescribed time shall constitute sufficient grounds for the annulment of the allocation order and forfeiture of the EMD. In that event, no damages or compensations shall be payable to the buyer.
 - d) Security Deposit (S.D) shall be released promptly after successful completion of contract in all respects.
- e) BG issued by Punjab National Bank is not acceptable.

17. Taxation-

The provisions of section – 206C Of Income Tax Act, 1961 will apply to the sale. The buyers are required to deposit income Tax on the sale value including surcharge there on the prevailing rates. Apart from this, an Education Cess, as application on the total amount of income tax rates shall also be payable on the prevailing rates. Any revision in income Tax rates shall be to the buyers account. No. declaration towards rebate/exemption from payment of income Tax shall be entertained. Buyers are advised to claim refund/adjustment of the same through their annual income Tax Return. However a certificate regarding payment of income Tax by the buyer shall be issued from concerned accounting Unit of MPPGCL.

18. End Use of Fly Ash Users:

At the time of submitting the EOI document, Fly ash bidders shall be required to submit an undertaking that the ash will be utilized for the purpose it is being supplied for. The pro-forma is given in Annexure-II

19. Award for supply fo Fly Ash:

- a) The MPPGCL will issue order of allocation for sale of Fly Ash in writing to the successful Bidders. The successful bidder shall acknowledge the same promptly.
- b) Bidder would be required to comply with all requirements of the notification of allocation order without any extra cost to the MPPGCL, failing which his EMD may be forfeited.
- c) Buyer/Buyers are required to lift the fly ash completely on clean sweep basis. Quantity indicated is only estimated quantity and MPPGCL shall not compensate for any loss & damages should the actual quantity be less than estimated/ ordered quantity.

General conditions of supply

20. Acquaintances of local conditions –

It will be imperative for the Buyer to fully inform himself of all local conditions and factors, which shall have any effect on the execution of the work covered under these documents and specifications. The Buyer is advised to visit the thermal power station before submitting the bid, if he desires so.

21. Settlement of Disputes –

a. Amicable Settlement –

In the event of any dispute or claim of any kind whatsoever that may arise between the Parties as a result of construction, interpretation or application of any of the terms and conditions of this Agreement or performance of it (“Dispute”), either Party may, by written notice, inform the other Party of a Dispute (“Dispute Notice”).

The Parties shall within a period of 30 Days from the date of receipt of Dispute Notice by such other Party meet and endeavour to settle Dispute in an amicable manner through good faith and negotiations. In the event of the failure of the parties to settle dispute amicably within such 30 days period, either Party may refer Dispute for resolution by arbitration, in accordance with the provisions mentioned hereunder.

b. Arbitration –

In the event of any dispute or differences arising between the parties hereto touching the construction of any clause therein contained or the rights, duties and liabilities of the parties hereto or in any way touching or arising out of these presents, the same shall be referred for determination of sole arbitrator to be appointed by the MPPGCL. Arbitration proceedings should be in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, or any other amendment or modification thereof. The seat of such Arbitration shall be Jabalpur. The arbitration proceeding shall be conducted in the English language. The court in Jabalpur shall have exclusive jurisdiction to decide interim measures under the Arbitration and Conciliation Act. 1996

22. Force Majeure –

- a. “Force Majeure” shall mean any event beyond the reasonable control of the Supplier or of the Buyer, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. Force Majeure shall include but not be limited to the following events and circumstances:

Flood, cyclone, lightning, storm, tidal wave, hurricane tornado, earthquake, landslide, epidemic or other acts of God.

War (whether declared or not), riot, civil war, blockade, insurrection.

Acts of Governmental Instrumentality having jurisdiction occurring after the date of this Agreement, including the issuance or promulgation of any court order, law, statute, ordinance, rule, regulation or directive, the effect of which would prevent, delay or make unlawful a Party's performance herein; provided that executive acts of a Governmental Instrumentality in the capacity of a shareholder or Seller of either Party shall not for the purpose of this Agreement be considered as a Force Majeure event.

- b. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within three (3) days after the occurrence of such event
- c. The party which has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant

event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended after mutual discussion.

- d. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.
- e. Upon completion of the force majeure event or upon normalcy being restored whichever is earlier, both the parties shall as soon as reasonably practicable recommence the performance of its obligations under the MOU.
- f. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not constitute a default or breach of the Contract.
- g. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than fifteen (15) days or an aggregate period of more than thirty (30) days on account of one or more event of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with GCS [\(General Conditions of Supply\)](#).
- h. In the event of prohibition imposed by Govt. of India / Competent Authorities making impossible to perform the contract, may be termed as Force Majeure and neither party shall be liable for compensations or damages due to nonperformance.

23. Insurance –

The Buyer shall be fully responsible for maintaining all the insurances as per law of land at its cost. Buyers/Customer's workmen shall have to abide by the rules & regulations including safety & security regulation of the relevant statutory Acts. Entry inside the plant should only be against Gate Pass for the men and equipment for which purchaser will have to apply well in advance before lifting of ash commences.

24. Medical Facilities to workman –

The labour / workman engaged for lifting of fly ash to undergo for medical check-up as per prevailing act regularly. Also necessary deduction of EPF shall be made to competent authority and intimation regarding the above shall be submitted to Engineer In Charge of above work.

25. Suspension of the supply –

- a. The Supplier reserves the right to suspend and reinstate execution of the whole or any part of the supply.
- b. The Supplier shall not be responsible for any liabilities for suspension of issue of fly ash or issue of reduced quantity of Fly Ash for any reason whatsoever.

26. Indemnity for defines of Suits –

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

27. Recovery of Sums Due –

Whenever any claim for the payment of the sum of money arises against the buyer, the Supplier shall be entitled to recover such sum by appropriating in whole or in part, from advance deposited against fly ash and /or the Security Deposit deposited by the buyer.

28. Uniform Bid quantity over the allocation period-

Bidders are required to quote uniform quantity of fly ash to be purchased on yearly basis right from the first year of the tender for the tender period of **ten years**. Variation in the quantity to be lifted per year is not permitted except in case of implementation of Clause NO.38 (Upward Quantity Flexibility) of instant EOI.

29. Safety Requirements –

The buyer shall ensure safety and security of all its personnel, working at different places in connection with this supply and shall be fully responsible for the same. All safety tools and tackles required like helmets, goggles, gas masks, respiratory masks, gumboots, shoes, safety belts wherever required will be provided by the buyer. The buyer shall also ensure safety and security of all MPPGCL and Supplier's delivery personnel at delivery site.

30. Disorderly Conduct –

The buyer shall at all times take all reasonable precautions to prevent any unlawful, notorious or disorderly conduct by or amongst the buyer's staff and labour and for the preservation of peace and protection of persons and property in the neighbourhood of the delivery site against the same.

31. Working Hours –

Delivery of fly ash is intended to be given on 7 X 24 Hrs. Basis on all days including Sundays & Holidays and as per direction of the Engineer-in-Charge.

32. Jurisdiction of Court –

Jabalpur/Khandwa Courts shall have the exclusive jurisdiction in all the matters concerning the supply.

33. Breach of Contract -

Poor performance in execution of work or non-execution of the contract in part or full shall be considered default of the contractor leading to breach of the contract. In the event of breach of contract the MPPGCL shall have the liberty to get the work executed

by other agency or by the MPPGCL's own resources for the remaining period of the contract at the cost and risk of the contractor. The MPPGCL shall give a notice of 14 days to the contractor in the event of breach of contract before resorting to any alternative arrangements. The extra cost so incurred in this regard shall be recoverable by the MPPGCL from the contractor's receivable, guarantee etc.

SPECIAL CONDITIONS OF SUPPLY

34. Source of Fly Ash –

Shree Singaji Thermal Power Project (SSTPP) of Madhya Pradesh Power Generating Company Limited (henceforth referred to as MPPGCL) is situated near village Dongalia. P.O.- Sindkhal, Tehsil- Punasa Distt- East Nimar Khandwa) at about 06 Km away from Bir Railway station on Talvadiya –Bir section in Bhopal Division of west of Central Railway. This Project is presently having an installed capacity of four units of 2x600 MW Stage I. and units No. 3 & 4 2x660 MW Stage II.

MPPGCL intends to promote utilization of fly ash generated from the unit No. 3 & 4 (2x660 MW) of Stage II of SSTPP, Khandwa as resource material in accordance with the notification from Ministry of Environment, Forest, and Government of India vide. S.O. 2804 (E) New Delhi, issued on 3rd November 2009 amended on 25th Jan 2016 MPPGCL, Therefore, invites from the bulk users for purchase of fly ash from the two Units (2x660 MW) of Stage II, SSTPP, Khandwa.

35. Scope of Supply –

- a. Supplier would be in a position to make available allocated quantity subject to availability and un-planned outage.
- b. The supplier reserves the right to supply the quantity not lifted by the buyers to any other party at the sole discretion of the supplier.
- c. Buyer is required to lift fly ash quantity completely on clean sweep basis. Quantity indicated is only estimated one and MPPGCL shall not compensate for any loss and damages if the actual quantity would be less than order quantity.
- d. SSTPP Khandwa would deliver fly ash from discharge chute of the designated ash silo of the plant fly ash shall be considered to have been delivered as it passes in to the buyers closed vehicle at the loading point.
- e. The buyer shall make their own arrangement for taking delivery in their own vehicles. Delivery will be in bulkers and closed vehicle only fly ash shall be considered to have been delivered as it passes in to the buyers closed vehicle at the loading point.
- f. Buyer shall depute their authorized representative to the power station for coordination and taking delivery of fly ash.
- g. Stage-I, (Unit –I & II), having installed capacity of 2x600 MW is also in functional at SSTPP, Khandwa if demand of Fly ash exceeds, MPPGCL, solely at its discretion, may consider supply of fly ash through the stage-I Unit also.

36. Delivery Point –

- a. SSTPP, Khandwa would deliver fly ash from the discharge chute of designated Ash Silo of the plant.
- b. Fly ash shall be considered to have been delivered as it passes into the buyer's closed vehicle at the loading point.

37. Quality of fly ash -

MPPGCL would deliver dry fly ash at designated delivery point(s) on “as available quality” basis.

38. Upward Quantity Flexibility -

If requested by the Buyer, the Supplier may consider supply of additional quantity over & above the allocated quantity subject to availability and at the sole discretion of the supplier.

39. Payment Terms & Bank Charges –

- a. Delivery shall be made against advance payment in the form of DD / Cheque at par in favour of Sr. A.O., SSTPP, Khandwa. Amount of advance shall be equivalent to value of one month of off-take quantity.
- b. All Bank charges shall be borne by the Buyer.

40. Commencement of first off take –

Commencement of first off take should not exceed beyond seven days from the date of issue of supply schedule by the OIC of the contract, unless specifically agreed/informed by the MPPGCL.

41. Weighment for invoicing –

- a. Fly Ash shall be issued based on actual weighing basis. The Weighment so recorded shall be considered final. In case, no weighment of bulkers/trucks is available at SSTPP Dongalia. Volumetric assessment shall be done to arrive at the weight of fly ash. In this regard, the decision of Engineer-in-charge will be final and binding.

42. Penalty against shortfall during regular off-take & cancellation of order:-

- a. In the event of failure of lifting of allocated quantity by the buyer, the following unconditional penalty shall be imposed:-
 - i. The buyer shall have to off take at least 60% of average quarterly allocated quantity of fly ash.
 - ii. If buyer lifts less than 60% of average quarterly allocated quantity, compensation @ Rs. 15/- per MT will be charged on short fall quantity. Buyer will be required to deposit such amount or same shall be adjusted against advance, if any, or against SD.
- b. Such default shall be allowed only thrice in a year.
- c. Thereafter, in the event of any default (beyond three in a year), the contract shall stand terminated and S.D. shall stand forfeited and buyer shall be liable to make the good the losses caused to supplier due to termination of contract.

43. Shortfall in supply by Supplier –

- a. 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. Ash quantity allocated for trial run of rail transportation will also not be available for Buyers. Though all efforts will be made to maintain contracted quantity of Fly ash available, Supplier does not guarantee availability of Fly Ash in contracted quantity regularly and will not be liable for any compensation or damages for non availability in required quantity of the same.
- b. In case Supplier is unable to provide contracted quantity of fly ash due to any reasons including forced outages of the plant, congestions etc. supplier in respect of each buyer shall re-adjust the annual / fortnightly contracted quantity downward. In such case, the determination of quantity for penalty / termination of Contract shall be computed w.r.t. quantity made available for that fortnight.
- c. Supplier may offer additional quantity of fly ash (make good quantity) at a later date subject to availability, if party agrees. However this may not be binding on both the parties.

44. Taxes, Duties, Levies etc. –

The Buyer shall be liable and responsible for payment of all statutory levies in the form of GST, other taxes, duties, octroi etc. on the Supply. Such statutory liabilities, if any, shall be paid by Buyer extra at actual.

45. Delivery –

- a. Buyer should depute his authorized representative to the power station for coordination and taking delivery of fly ash.
- b. Delivery will be in bulkers or closed trucks only. Open trucks will not be allowed to take delivery.

46. Billing –

- a. MPPGCL shall keep record of fly ash lifted on daily basis and invoicing will be on monthly basis and MPPGCL shall deliver to the Buyer an invoice showing the value of the fly ash delivered, along with applicable GST, duty / taxes / cess etc., if any, and shall be adjusted against the advance payment made by the Buyer. The tenderer shall make payment of the aforesaid invoice within a week.
- b. Supplier has right to suspend the delivery of Fly Ash if advance amount is not available with the Supplier by the required date and such suspension of delivery shall be to the account of buyer.

47. Period of Supply –

- a. Duration of Supply of fly ash from SSTPP, Khandwa will be for the period of **10 years**, from the date of 1st take off, buyers will be supplied allocated quantity of Fly Ash for ten years or as entered into contract.
- b. MPPGCL reserves the right to extend the period of contract for further up to 50 % with respect to the quantity & time period both. It is possible that the fresh tender may not be decided before the expiry of original (instant) contract period. In such case, during the extended period of contract, or subsequent extensions, if any, the contractor shall be bound to execute contract at the existing order rates or rates received in the new tender whichever is lower.

48. Price Variation –

- a. Quantity shall be awarded on 11 Rs per MT for 1st year i.e. from date of Letter of Award for one year. Thereafter, price will be revised every year from the month of Letter of Award. Price for subsequent years will be revised in following manner.

$$CPI = (CPbx (WPIi) / WPIo)$$

Cpi = awarded price for the 2nd to 10th Contract year (i = 2,3,4,5 & so on)

CPb = Agreed contract price as per LoA for 1st Year.

WPIi = All India Wholesale price Index (All Commodities) for the month prior to the month of LoA after first year i.e the month prior to the commencement of 2nd contract year (i =2,3,4,5)

WPIo = All India Wholesale Price Index (All Commodities) (Base 2004-05=100) for the month prior to the month of Letter of Award.

- b. Data regarding All India Whole Sale Price Index (All Commodities) (WPI) for calculation shall be taken from Bulletins of commerce Ministry and as available at web site www.eaindustry.nic.in.

49. Officer In-Charge –

The Nodal Officer, Fly Ash Management, SSTPP, Khandwa shall be Officer- In –Charge (OIC) of contract, he himself or the officer authorized by him shall be Engineer In Charge (EIC) for this contract.

(S.K.DUBE)
NODAL OFFICER (FLY ASH MANAGEMENT) /S.E.(OPN-1)
SSTPP, MPPGCL, DONGALIA

Annexure –I

(ON APPLICANT’S LETTER HEAD)

STATEMENT OF DEVIATIONS/EXCLUSIONS

Fly Ash Users Ref No.

Date.....

We declare that there are no deviations from the terms and conditions outlined in your EOI documents.

OR

There are following deviations from the terms and conditions outlined in your EOI documents.

- 1.
- 2.
- 3.

Date:_____Signature_____

Place:_____Name_____

Designation:_____

Common Seal or
Stamp:_____

(On Official Letter head of the Buyer)

Subject: Undertaking for use of Fly Ash in Cement / construction / or other ash based Product / industry (End Use Certificate).

This is to certify that We, M/s -----are the bidder for lifting the Fly Ash from Shree Singaji Thermal Power Project, Khandwa, against EOI No..... Fly Ash, if allocated to us, shall be used in Cement manufacturing / construction / or other ash based products / industry etc. Whenever required, we hereby agree to submit the relevant documents in support of this undertaking, up to the entire satisfaction of MPPGCL.

(Signature of authorized person)

(Name & Designation)

(Seal/ Stamp of Company)

ANNEUXRE-III

FORMAT OF AFFIDAVIT

On **Rs.100/-** non-judicial stamp paper

(To be stamped in accordance with the stamp act & notarized by a Notary Public)

Affidavit of Shri S/O aged
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 bidder)
since.....
2. That, I am duly authorized by.....
(Name of the bidder) to submit this affidavit of its behalf.
3. That, bidder is submitting a bid in response to invitation for bid for lifting /supply of fly ash from SSTPP, Khandwa.
4. That, the bidder 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 bid.
5. That, bidder has successfully completed the similar contracts in the past as per the PQR of the instant tender document.
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 EMD/Performance Bank Guarantee.

DEPONENT

Verification-

Verified aton.....day of.....2019, 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

In sealed ENVELOPE- "B"

SCHEDULE FOR REQUIRMENT OF FLY ASH

S.No.	Particulars	Quantity of fly ash proposed to be lifted ash fly (on annual basis in MT)	
		Year	Annual Quantity
1	Fly Ash	1 st year	
		2 nd year	
		3 rd year	
		4 th year	
		5 th year	
		6 th year	
		7 th year	
		8 th year	
		9 th year	
		10 th year	

Note:- Bidders are required to quote uniform quantity of Fly Ash on yearly basis right from the first year of the Order. Incompliance of clause No. 26 (Uniform bid quantity over the allocation period)

Date -/...../.....

(Name & Signature of Fly Ash User)