

Expression of Interest

Registration of transporters for the work of lifting/loading, transportation from ash silos/ Ash Dykes of SGTPS, MPPGCL, Birsinghpur, Distt. Umaria (M.P.) and unloading of the same to Road Project / Mine Backfilling / Agriculture use etc. (as per extant MoEF & CC Notification and policy)



M.P. POWER GENERATING CO. LTD.

**OFFICE OF THE EXECUTIVE DIRECTOR (GEN.),
S.G.T.P.S., M.P.P.G.C.L., BIRSINGHPUR**

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**INVITATION FOR EXPRESSION OF INTEREST (EoI)
FOR**

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EoI No.- SGTPS/FLY ASH/LOGISTICS/1191 Dt. 28/06/2022

**Due date for submission of EoI- 17:00 hrs. of every
Monday onward till
publication of EoI on
website.**



SGTPS, MPPGCL, Birsinghpur (M.P. Govt. Undertaking)

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Ref No. EOI No. SGTPS/FLY ASH/LOGISTICS/1191Dt. 28/06/2022

Sanjay Gandhi Thermal Power Station, MPPGCL, Birsinghpur invites Expression of Interest (Eoi) for Registration of interested transporters for supply of Pond Ash/Fly ash to Eligible Projects (as per extant MoEF&CC Notification and policy) like Road Project / Mine backfilling / Agriculture etc. Transportation cost shall be borne by SGTPS, MPPGCL as per criteria set by extant Notifications, Advisory and Policy.

The List of identified locations at SGTPS, MPPGCL, Birsinghpur along with respective Pond Ash Quantity offered for issuing the same is mentioned in '**General Information**'.

How to Apply

Interested parties are requested to submit their requests in the specified standard format to e-mail address sepnw.sgtpsbrs@mppgcl.mp.gov.in by 17:00 hrs. of every Monday onward till publication of Eoi on website.

'**General Information**' and '**Standard format for application**' for Expression of Interest have been uploaded on our website <http://www.mppgcl.mp.gov.in>

Registered Office: Office of the E.D. (Gen.), S.G.T.P.S., M.P.P.G.C.L, Birsinghpur
Distt.-Umaria (M.P.)-484551, edsqtpsbrs@gmail.com, CIN-U40109MP2001SGC014882

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General Information

Expression of Interest for Registration of transport agencies for transportation of ash to various sites from SGTPS, MPPGCL, Birsinghpur

1. INTRODUCTION:-

Madhya Pradesh Power Generating Company Limited is the biggest power generating company in Madhya Pradesh having total installed capacity of 7835 MW. The company is engaged in the business of generation.

Sanjay Gandhi Thermal Power Station, MPPGCL, Birsinghpur, having installed capacity of 4X210MW & 1X500 MW (Total 1340 MW), produces approx. 20 LMT of Ash annually. The approximate quantity of 28 LMT pond ash has been stored in our ash dyke - 2. To utilize the same in fruitful and sustainable manner as per the provisions of extant MOEF&CC Gazette Notifications and further guidelines of MoP issued time to time, SGTPS intends to supply its Pond Ash/Fly Ash "on free of cost basis" from Power Plant (mentioned in Table 1) to Eligible Projects (as per extant MoEF&CC Gazette Notification) like Road Project / Mine backfilling / Agriculture use etc.

2. Brief Details of SGTPS, Birsinghpur Pali :-

2.1 Sanjay Gandhi Thermal Power Station of Madhya Pradesh Power Generating company Limited (MPPGCL) is located in Umaria District at 12 Kms. Distance from Birsinghpur Pali Railway Station of Katni-Bilaspur Section.

- a. PH I : # 1 (210 MW) & #2 (210 MW)
- b. PH II : # 3 (210 MW) & #4 (210 MW)
- c. PH III : # 5 (500 MW)
- d. Total 1340 MW

3. Details of Availability of Legacy ash available at SGTPS :-

Approximately 28 LMT pond ash available in ash dyke for various purpose i.e. construction of road, flyovers, bricks, tiles, back filling of abandoned mines etc.

4. EXPRESSION OF INTEREST:-

Sanjay Gandhi Thermal Power Station, Birsinghpur invites Expression of Interest (EOI) from interested Transporter for **REGISTRATION AT SGTPS** for the work of lifting/loading, transportation & unloading of fly/pond ash in closed trucks/covered tippers at the requirement of the Eligible Projects destination i.e. Road Project / Mine Backfilling / Agriculture etc., in the prescribed FORMAT (Annexure-4) as listed in Table 1. (as per extant MoEF & CC Notification and policy).

5. Submission of Offer by the interested firm

- 5.1. The interested firms should download copy of EOI Document from the official website mppgcl.mp.gov.in "FREE OF COST" and shall submit the offer in specifies standard format (Annexure-4) to email address sepnw.sgtpsbrs@mppgcl.mp.gov.in .
- 5.2. The offer should be submitted in physical form at the address given below:
Superintending Engineer (P&W)
Sanjay Gandhi Thermal Power Station
Distt.-Umaria – 484552
sepnw.sgtpsbrs@mppgcl.mp.gov.in
- 5.3. 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.
- 5.4. The offer must be submitted in a covering envelope having superscription "**Expression of interest for Registration of transport agencies for transportation of ash to various sites from SGTPS, MPPGCL, Birsinghpur**" On this envelope, please also super scribe the name and address of the firm.
- 5.5. All the pages of EOI document are required to be signed by the authorized signatory of firm along with stamp as mark of acceptance of all terms and conditions of MPPGCL.
- 5.6. The offer must contain full name, complete address and place of business.
- 5.7. Offer by a partnership Firm (Joint Venture, Consortium, Partnership firm) must be furnished 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).
- 5.8. Satisfactory evidence of authority of the person signing on behalf of the bidder shall be furnished along with the offer/offer.
- 5.9. The firm name stated on the proposal shall be the exact legal name of the person/firm/company/corporation.

06. Qualifying eligibility criteria for registration of transporter :-

In order to qualify for this EoI, the transporter should have the following experience in its firm's name, supported by proof of Contract / Work Order/Work completion certificate etc., which must form part of the EoI and also provide the satisfactory evidence concerning the following:

- a) The transporter has undertaken logistics operations of similar magnitude i.e. the total work tonnage should not be less than 50 MT for any single project successfully executed by them in his own name/firm's name directly from material source to project sites. Sub-Contracted work orders shall not be held valid for this EoI.

- b) Transporters must prove ownership of closed trucks/bulkers/tippers of at least 15 Ton net carrying capacity.
- c) Transporter should have owned / hired / leased major Mechanical T&P to be used for execution of work under the scope of work awarded to them.

07. Evaluation Criteria:-

- i. The evaluated bid price (EBP) of the bidders would be ranked in ascending order as L1, L2, L3 and L4 and so on.
- ii. The L2, L3 and L-4 bidders may also be eligible for award of Annual rate contract in case bidders agree to match rate with L-1 bidder.

08. PERIOD OF CONTRACT :-

The contract shall be valid for a period of 12 Months from the date of LOA/Work Order. MPPGCL reserves the right to extend the completion period for 06 Months & 50% of ordered Qty.

Pond Ash quantity available for transportation from pond of SGTPS.

Table 1:

S.N.	Thermal Power Plant (TPP) / Installed capacity (MW)	Location of plant	Type of Ash (wet /dry)	Loading Point	Quantity of ash available for utilisation	Contact Person / Designation / Mobile No.	Email ID for submission of EoI.
1	SGTPS 4X210 MW &1X500 MW	Sanjay Gandhi Thermal Power Station MPPGCL Birsinghpur Distt. Umaria (MP)484552	Wet ash	Ash dyke- 2	28 LMT	Sanjay Selot Executive Engineer 9425808643 & Sunil Kumar Assistant Engineer 9425826042	opniii.se@gmail.com
2			Dry ash	Silos 1A & 1B (4X210 MW) and Silos of 500 MW	4500 MT per day(average.)		

Scope of work

1. The work under tender may include Excavation & Loading of ash at ash dyke & from silos of SGTPS having base earth coordinates 23.33773N, 81.06325E i.e. making all arrangements like providing poclain machine, construction of temporary roads on ash surface of pond, including maintaining road on ash pond, sprinkling of water to prevent fugitive ash emission, dewatering (required if any) including all labour, & fuel charges etc.

2. **Scope of transportation work** - The “Scope of transportation work” shall be on the basis of transporter’s seamless responsibility completely covering the requirement of users destination of fly ash/pond ash. The fly ash/pond ash shall be transported by closed trucks/bulkers/tippers from fly ash silos/ ash dam of SGTPS and transportation & unloading the same to destination Road Project / Mine Backfilling / Agriculture demand sites etc. It may also cover other supporting services under the tender whether implicit or explicit, issued upon receiving the EoI of transporters.
 - 2.1 The transporter may conduct a route survey and adopt a more cost and time effective option for Fly ash/pond ash delivery. Route survey shall ensure the shortest route however the safety of the material shall be the main criteria.

 - 2.2 The transportation of fly ash to be carried out under this contract comprises of:-
 - (a) **All the standard norms of MPPCB should be followed by the transporter.**
 - (b) **Transporter has to follow all the rules and regulations of motor vehicle act.**
 - (c) **The fly ash should be transported in completely covered and seal trucks/dumpers as per the standard norms of fly ash transportation.**

 - 2.3. Traffic diversion measures as may be required to ensure the safe delivery of consignment to site, shall be done by transporter.

 - 2.4. Transporter shall be responsible for coordinating with all agencies including but not limited to MPPCB, legal, statutory, regulatory authorities, insurance, local bodies, etc.

 - 2.5. Liaison and coordination with the agencies like PWD/ /CPWD, state electricity board, Railways, Communication Department, P&T, traffic, Police Department and other authorities, including private parties / persons if any. Transporter shall obtain all clearance from these and other agencies, which may be necessary for transportation of fly ash/pond ash from SGTPS to Road Project / Mine Backfilling / Agriculture sites etc.

 - 2.6. Transporter shall ensure timely and continuous out flow of fly ash/pond ash from SGTPS and transportation of the same to Road Project / Mine Backfilling / Agriculture site etc

 - 2.7. Deduction against the voids on the lifting of pond ash will be considered on measurement of volume of ash.

- 2.8. Handling at source i.e SGTPS and transporting of fly ash/pond ash to Road Project / Mine Backfilling / Agriculture etc sites shall be done in a very strict time schedule.
- 2.9. If any injury takes place to any of the workman of the contractor during the period of this contract execution of the work, Compensation to the workman will be the liability of the contractor as per provisions of the Workmen's Compensation Act.
- 2.10. No extraneous materials like coal stone, shale, or any other materials other than fly ash/pond ash should be transported during the period of contract. Department will not take any responsibility for payment of transportation of any extraneous materials.
- 2.11. Any claim related with site conditions at loading points or at unloading points will not be entertained after assignment of work based on work distribution as mentioned above. In no case, any claim of the contractor on account of the actual site conditions being different from what he has assumed shall be entertained by the MPPGCL.
- 2.12. Transporter shall prepare all the necessary documents in required number of copies to accompany with the closed truck/ bulkers while leaving for Road Project / Mine Backfilling / Agriculture sites etc. from the SGTPS to ensure smooth transportation without any hindrance from any govt. or local agency on the way.
- 2.13. Transporter is expected to ensure the required manpower, tools & tackles, stationary and consumables at all the places where such activities are to be carried out as per the Loading/ Unloading Schedules provided to them.
- 2.14. Transporter shall depute one of their competent person at site to ensure proper coordination of logistics for the entire duration of the Contract.
- 2.15. No claim shall be entertained due to non-availability of pond ash in dyke due to water logging or any construction activities in the dyke etc. If required, arrangement shall be made by the agency for enabling earliest lifting of ash from ash pond at his own cost.
- 2.16. If any other terms & conditions required by user agency for smooth completion of project, may have to be adhered by the agency.
- 2.17. The agency shall attend the review meeting as per instruction of EIC as & when or where is required.
- 2.18. No extra charge is applicable of idle man, vehicle and machinery since ash transportation depends on the requirement of road construction site conditions/user agency and also on ash dyke/silos conditions at SGTPS, MPPGCL. No claim, whatsoever, will be entertained on account of unavailability of ash or front of ash lifting and front for ash unloading at construction site.
- 2.19. Any cost incurred for statutory compliance shall be borne by the agency.

- 2.20. MPPGCL reserve the right to suspend and reinstate execution of the whole or any part of the works Order for suspension or reinstatement of the works will be issued by the MPPGCL to the contractor as required. MPPGCL also reserve the right to short close the contract on seven days notice.
- 2.21. **Sundry Expenses:** No claim for any miscellaneous or sundry expenses incurred by Transporter not covered in the tender, shall be entertained by MPPGCL.
- 2.22. Under no circumstances, the fly ash/pond ash collected in trucks from the premises of SGTPS/ash dyke shall be dumped at any place other than the designated place of utilization. In case of breakdown of the truck or the accident of the truck, the fly ash/pond ash shall immediately be re-shipped by other vehicle.
- 2.23. The process of loading of fly ash/pond ash in trucks and the movement of trucks in the ash silo area/ ash dam of SGTPS and the transportation of fly ash/pond ash to the utilization site shall be carried out by the vendor in such a manner that there is neither any dust nuisance nor any violation of environmental norms at any time during the loading or the transit of the fly ash/pond ash loaded truck. The transporter is fully responsible for any action against violation of environmental norms.

Terms & conditions

1. PAYMENT :-

- 1.1. The authorized representative of user agency shall certify the quantity of ash received from SGTPS, MPPGCL Station. In order to have better management and control on truck movement, number of trucks of ash received at unloading site will be informed to SGTPS, MPPGCL Station on daily basis by the Contractor. However, number of ash loaded trucks received at Road Construction site will not be considered for the purposes of payment of excavation, loading, transportation and unloading cost of ash by SGTPS, MPPGCL Station. Payment towards work executed shall be based on the compacted volume measurement of embankment of fill area, as measured and duly certified by authorized representative of user agency without multiplication of any other factor such as density of ash, etc. Verification of pond ash quantity at dyke end shall be done if required as per the instructions of OIC/ EIC, either by taking pre & post levels (with a compaction factor of 0.792) or by weighing of the trucks (after adjustment of moisture content & density of compacted volume). Bidders are to provide all the support, tools & tackles required for verification of pond ash quantity at ash dyke end. However, the quantity which is found less shall be considered for payment. No claim whatsoever will be entertained.
- 1.2. Payment will be made by Joint Director (F&A)/Sr. Account Officer of SGTPS, Birsinghpur on presentation of weekly/fortnightly RA bills duly passed for payment by the Engineer-in-Charge. The payment to the contractor for transportation charges will be made for actual quantities of fly ash/pond ash transported.
- 1.3 All taxes/duties/cess/fees impositions charges, etc. as applicable during the currency of the contract shall be borne by the contractor. Income tax and any other tax deductible as per law shall be deducted.

2. GOODS & SERVICE TAX (GST) :-

Goods & Service Tax (GST) as applicable w.e.f. 01.07.2017, shall be directly paid by MPPGCL, to Central Excise Dept. as per Government Rules.

3. OVERLOADING:-

No overloading will be allowed during transportation of ash. Loading of ash in the vehicle only upto the quantity permitted by RTO is to be ensured by the agency. Transporter will be held complete responsible in regards to overloading. The MPPGCL may impose penalty as per OIC discretion on extra quantity. Further in case of any liability on MPPGCL in any manner arises due to plying of overloaded vehicle by the agency, the agency shall keep MPPGCL indemnified of such liability and bear completely in his own cost.

4. CLAUSES OF VEHICLES:

- (i) Agency has to execute above work in compliance with all rules and regulations of State RTO and PWD notification on roads and take/manage all the issues on his own, without any extra cost to MPPGCL.
- (ii).Any traffic clearance required for movement shall be obtained by the agency from the concerned Government agencies.
- (iii).The contractor shall submit to the EIC before commencement of the work a list of Trucks/Tippers/hyva/Dumpers to be deployed for the work with the respective registration number and the names and addresses of the owners of vehicles. Any change in the list furnished, during progress of work, shall be intimated immediately to the EIC. The same shall be revised time to time.
- (iv). Vehicles deployed for the subject contract must comply following invariably
 - a) Valid vehicle registration.
 - b) Valid Vehicle insurance.
 - c) Validity of Driving License.

5. QUANTITY :-

- 5.1 The contractor shall have to transport the assigned quantity speedily with due care and to the satisfaction of the Engineer-In-Charge. This condition shall form the essence of the contractor.
- 5.2 MPPGCL reserves the right to reduce the order quantity up to 100% without assigning any reason. The contractor shall not be entitled to claim any compensation, damages etc. for reduction of contracted quantity of fly ash/pond ash whatsoever the reason may be.
- 5.3 ***Increase in the Quantity :-The fly ash quantity shown in schedule is based as per information given by the construction agency. In case if requirement of fly ash is increased the contractor shall be bound to transport the entire increased fly ash quantity on same rates, terms & conditions of the order, if so desired.***

6. PENALTY :-

- 6.1. In the case of default in lifting of fly ash/pond ash as per opinion of Engineer-In-charge, the MPPGCL shall have the right to impose penalty which shall be 5% of the transportation charges calculated as per the agreement for the quantity of default. This would be in addition to any other liability of the contractor under the agreement.
- 6.2. Any penalty if imposed by the Govt. Dept. due to non covering of fly ash/pond ash by Tarpaulin or not following environmental norms or any other reason shall be borne by the transporter/contractor, in addition MPPGCL may impose penalty of Rs. 2000/- for each trip.
- 6.3. It shall be the responsibility of the transporters or vehicle owners to deliver the loaded ash to authorised purchaser or user agency /assigned purpose otherwise penalty may be imposed as per MOEF & CC Notification New Delhi 31-12-2021.

7. DEDUCTIONS :-

Any other receivable from the contractor under contract shall be deducted by the MPPGCL from any amount, amounts due or becoming due to the contractor under this contract and may be recovered from the performance guarantee or any other mode/dues available on behalf of contract / else where.

8. SAFETY:-

- 8.1 Necessary steps for observing the safety of labour and plant shall be compiled strictly on provision in force under safety Act. Contractor has to provide necessary safety appliance to his workers at their cost.
- 8.2 In case of non compliance of safety norms as per factory act by the ontractor or firm, the amount of 1.5% of order value will be retained till strictly compliance safety norms as per rules, if it is observed by the Chief safety officer/Safety officer.

9. BREACH OF CONTRACT :-

- 9.1 Poor performance in lifting and transportation of fly ash/pond ash shall be considered default of the contractor leading to breach of the contract. In the event of breach of contract the MPPGCL shall have also the liberty to get remaining quantity of fly ash/pond ash lifted and transported at the risk and cost of the contractor from any other agency or by the MPPGCL's own sources. The MPPGCL shall have to give a notice of 7 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 RA bill or security deposit amount.
- 9.2 In the event the MPPGCL decides to call NIT, the contractor shall be liable to an additional penalty @ 2.5% of the NIT/Enquiry value in addition to any other penalty of liability under this agreement.

10. LIABILITIES FOR LOSS/DAMAGES etc.:-

The contractor will be responsible for safety of MPPGCL's equipment & employees. Any losses, damages to the MPPGCL's equipments to be renewed/replaced by the contractor free of cost.

11. AGREEMENT:-

The ordered firm/his representative have to attend the office of the S.E. (OPN)-III, MPPGCL Birsinghpur along with a non-judicial stamp paper worth Rs. 500/- & revenue stamp of Rs.2/- affixed on it for execution of the agreement bond.

12. SECURITY DEPOSIT :-

The contractor have to deposit 10% of the total order value towards security deposit in the form of D.D. / cash / B.G. in favour of Jt. Director (F&A), MPPGCL, Birsinghpur. The security deposit shall be retained till satisfactory completion of work and fulfillment of all statutory formalities. The aforesaid bank guarantee shall be executed on non-judicial stamp paper worth 0.25% of B.G. value (rounded upto multiple of Rs. 10/-) subject to minimum Rs. 500/- and maximum Rs. 25000/- only and revenue stamp worth Rs. 2/- affixed on bank guarantee.

Format for Response to EOI

(On the transporter Company's, letter head duly signed by Authorized Signatory with transporter Company's Stamp)

(To submit their requisition to e-mail address opniii.se@gmail.com)**EOI for Registration of transporters for the work of lifting/loading, transportation from ash silos/ Ash Dykes of SGTPS, MPPGCL, Birsinghpur, Distt. Umaria (M.P.) and unloading of the same to Road Project / Mine Backfilling / Agriculture use etc.**

S.No.	Description	To be filled by Interested Ash End User
1	Name of the transporter Company's	
2	Address	
3	Contact details: Name: Designation in Company's: Tel No (with STD code) Fax No Mobile No Email ID:	
4	Alternate Contact details: Name: Designation in Company's: Tel No (with STD code) Fax No Mobile No Email ID:	
5	How many number of closed trucks / bulkers/tippers owned by the Company ? Please provide loading capacity of each vehicle.	
6	Previous executed project details (the total tonnage should not be not less than 50 MT for any single project)	1. 2. 3.
7	Have you owned / have hired / leased major Mechanical T&P to be used for the work under the scope? Yes/No If yes than please specify T&P list.	Yes/No Attach the list
8	Are you submitting the balance sheet of the company for past three years with this Eoi. Yes/No	Yes/No Attach the list
9	Schedule	
Sl. No.	Details of work	Rate
1	Loading charges (Rs./Cum) (Only for pond ash)	
2	Transportation charges from ash dyke to unloading site via weighbridge (Rs. / KM / Cum)	
	(A)	0-50 km
	(B)	50-100 km
	(C)	100-150 km
	(D)	150-200 km
	(E)	200-250 km
	(F)	250 -300 km

(Signature of authorized person)

Date//

Company Seal:

UNDERTAKING

I / We _____ (Name of the firm / individual) hereby certify that I / we have fully read and thoroughly understood the EoI requirements and accept all terms and conditions of the EoI. **In the event of award of contract for transportation of ash to eligible project, the complete EoI document shall be considered as part and parcel of the LOA / LOI for constitution of Contract Agreement and also as and wherever applicable and required by TPP.**

It is hereby confirmed that, I am / we are neither blacklisted / barred by Government / Semi – Government/ Quasi- Government organization / PSU or Govt. Corporation, nor have been convicted of violating applicable law.

In case the contract is awarded to us:

I / We agree to comply with all applicable statutory regulations including those regarding environment. I / We shall fulfil all applicable statutory requirements for, and in connection with the execution of the contract.

I / We agree to submit indemnity bond indemnifying Sanjay Gandhi Thermal Power Station, MPPGCL, Birsinghpur from any liability, whatsoever, which may arise due to violation / Non – compliance of any applicable norms / rules / regulations/ Guidelines / laws during the course of execution of the project, by way of omission or commission by the agency or its representatives / agents.

I / We hereby undertake to transport the ash issued by TPP for only the end users.

I / We agree to cooperate with the EIC of the work.

I / We hereby also declare that all the particulars furnished by us in this EoI are true to the best of my/our knowledge and I / we understand and accept that if at any stage, the information furnished is found to be incorrect or false, I am / we are liable for disqualification from this EoI.

(Signature of authorized person)

Date//

Name

Place:

Designation:

Name of the Company:

Address:

Company Seal: