



MADHYA PRADESH POWER GENERATING COMPANY LIMITED

AMARKANTAK THERMAL POWER STATION, MPPGCL, CHACHAI
DIST ANUPPUR (M.P.) PIN No. 484220 FAX NO07659-263283

Web-site-www.mppgenco.nic.in

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No. 001-01/FLY ASH/P&W/WE-327/4332

Chachai Date. 24/01/2017

INVITATION FOR "EXPRESSION OF INTEREST" (EOI) FROM BULK FLY ASH USERS TO ENHANCE FLY ASH UTILIZATION AT ATPS, CHACHAI.

Amarkantak Thermal Power Station is located in Anuppur District at 13 Kms. distance from Anuppur Railway Station on Katni-Bilaspur Section. The installed capacity of the TPS is 1 x 210 MW. Pond Fly Ash generation from this units is approximately 1.5 LMT per year. In addition, approx.30 LMT of Pond Ash is also available in the Pond Ash Dam.

The above ash can be used as raw material in a number of ways in industries, civil construction works etc. Govt. of India, MOEF, New Delhi & other Environmental regulatory authorities are encouraging its utilization in a number of ways as expressed in publication of GOI, MPEF, Gazette Notification year 1999, amended in the year 2009 & thereafter year 2016.

In order to encourage the Fly Ash utilization of ATPS, Chachai M.P. Power Generating Co. Ltd., invite "Expression of Interest" from the potential bulk users for supply/providing the above mentioned ash "Free of Cost" for use in their industrial, civil construction & other works etc. Help/concessions may be offered to the bulk users in this regard subject to the assessment of their genuineness & mutual interest including long term agreement/tie-ups for a period of five or ten years, subject to force majeure conditions such as change in policies etc. Prospective users may submit their preliminary offers for lifting of Pond fly ash. The offers should include the particulars of company with the background of operation, business where ash will be utilized, tentative plan, proposed quantity of ash to be utilized etc. Preference will be given to the party/parties who will take-off maximum quantity.

Interested Party/Users may contact the undersigned or the following persons for the site visit & inspection, if required & may submit their offers/preliminary offers on or before to the undersigned for assessment & further deliberation (if deemed fit) in this regard:-

Note:- The tender is open-ended & the price bid will be opened on every Monday on 15:30 hrs onwards.

- 1) The Chief Engineer, ATPS, Chachai
Phone No. 07659-263469
E-mail:-cheifengineeratps@gmail.com, sepnwatps@gmail.com
- 2) The Sr. Chief Chemist, ATPS, Chachai
Mob. No.9425808815
- 3) The Superintending Engineer (Operation)-PH-III, ATPS, Chachai
Phone No. 07659-263001, Mob. No. 9425808806 , 9425808822
E-mail:- seopn3.atps@gmail.com

For Detail EOI documents please visit our website www.mppgenco.nic.in

**SUPERINTENDING ENGINEER(P&W)
O/O C.E(GEN)ATPS :MPPGCL CHACHAI**

MADHYA PRADESH POWER GENERATING COMPANY LIMITED



OFFICE OF THE CHIEF ENGINEER (GEN) ATPS MPPGCL CHACHAI

E.O.I. DOCUMENT FOR FREE SUPPLY OF
FLY ASH FROM
AMARKANTAK THERMAL POWER STATION
CHACHAI

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MP POWER GENERATING CO.LTD

INVITATION OF EOI FOR FREE SUPPLY OF FLY ASH FROM AMARKANTAK THERMAL POWER STATION CHACHAI

Specification No. dated

1) Introduction

Amarkantak Thermal Power Station of Madhya Pradesh Power Generating Company Limited (henceforth referred to as **MPPGCL**) is located in District Anuppur, 13 Kms. Away from Anuppur Railway Station on Katni-Bilaspur Section. MPPGCL intends to promote utilization of fly ash as resource material in accordance with the amendment notification **from Ministry of Environment and Forest Government of India no. S.O. 2804 (E)** New Delhi, the 3rd November 2009. In order to encourage the Fly Ash utilization of ATPS, Chachai, M.P. Power Generating Co. Ltd., invites **"Expression of Interest"** from the potential bulk users for supply/lifting of fly ash "Free of Cost" for use in their industrial, civil construction & other works etc. Help/ concessions may be offered to the bulk users in this regard subject to the assessment of their genuineness & mutual interest including long term agreement/tie ups for a period of five or ten years, subject to force majeure conditions such as change in policies etc. Prospective users may submit their preliminary offers for lifting of fly ash from Pond Ash Dams associated with ATPS. The offers should include the particulars of company with the background of operation, business where ash will be utilized, tentative plan, proposed quantity of ash to be utilized etc. Preference will be given to the party/parties who will off-take maximum quantity.

2) SCOPE OF LIFTING / SUPPLY:-

The present available quantity of fly ash (Pond Ash) for supply from pond ash dam is as under:-

Sl No.	Unit	Supply point / location	Annual Quantity
1	ATPS Unit No.5	Pond Ash Dam Phase-3	30 LMT plus 1.5 LMT per year

This offer does not allows users to collect Cenosphere from pond ash dam as it has already been awarded to other agencies on payment basis.

3) Tie-up Period:-

Preferably for five years or more as per signed agreement.

DEFINITIONS

4. In this agreement, 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 Form signed by the parties, including all attachments and appendices therein.
- 4.2 “**Designated users**” means the firm/organization short-listed for allocation of fly ash.
- 4.3 “Effective Date” means the date on which this agreement becomes effective.
- 4.4 “GCS” mean General Conditions of Supply contained in this document.
- 4.5 “The Fly Ash User which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns.
- 4.6 “Supplier” which expression shall unless repugnant to the 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 Tone (MT). One Metric Tone (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 “Delivery Point as indicated at Sr. No. 2 (Scope of supply).
- 4.11 Dispute/Dispute Notice Refer clause 35 of bid documents.
- 4.12 “Engineer in charge” means the officer appointed in writing by the Supplier to act as an engineer from time to time.
- 4.13 “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.
- 4.14 “Force Majeure” shall have the meaning ascribed to it under [clause 25](#) of EOI documents.
- 4.15 “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 or issued by any government agency, instrumentality, body or legislature, National, State or local authority or a court of competent Jurisdiction.

INSTRUCTIONS TO FLY ASH USERS

5) Introduction

MPPGCL (hereinafter called "Supplier") will receive offers for Supply of fly ash (Pond Ash) from the AMARKANTAK THERMAL POWER STATION mentioned in the EOI.

6) Scope of Supply

- a) MPPGCL invites EOI as specified in the EOI document for the Supply of Pond Fly Ash to the potential bulk users from the designated delivery points Capsules / closed trucks, as indicated under "Delivery Point".
- b) The scope of fly ash user under this EOI Document is to take delivery of fly ash from the designated delivery point.
- c) Total quantity of fly ash in MT from the station is available tentatively on yearly basis as per details given hereunder -

Sl No.	Unit	Supply point / location	Annual Quantity
1	ATPS Unit No.5	Pond Ash Dam Phase-3	30 LMT plus 1.5 LMT per year

7) The EOI Documents : The EOI Documents shall comprise of following:

- Invitation for EOI
- Instructions to Fly Ash Users
- General Conditions of Supply
- Special Conditions of Supply
- Sample forms

8) Signature of Offers

- 8.1** The offer must contain the full name, complete address of residence and place of business of the person or persons making the offer with Mob. number and shall be sealed by the Bidder with his usual signature(s) with their names.
- 8.2** 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(s), followed by the signature(s) names(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- 8.3** 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.
- 8.4** Satisfactory evidence of authority of the person signing on behalf of the user shall be furnished along with the offer/proposal.
- 8.5** The User's name stated on the proposal shall be the exact legal name of the person/firm/company/corporation.
- 8.6** All the pages of EOI document are required to be signed by the authorized signatory of fly ash user along with stamp as mark of acceptance of all terms and conditions of MPPGCL.

9. Late receipt of EOI proposals:-

The EOI shall remain open for all users as long as it appears in the MPPGCL's website. However the allocation of Pond Ash quantity will be done on first come first serve basis.

10. Validity of offers :-

The offers of EOI should have validity of six months period (180 days) from the date of opening.

11. Opening of Offers

The Supplier will open all offers on every Monday, at 4:00 PM in the presence of applicant's representatives who choose to attend, at the time, on the date, and at the place specified in the EOI documents for short-listing of applicants/ mutual interaction / discussion for allocation of fly ash.

12. Supplier's Right to accept any Offer or to reject any or all Offers

Notwithstanding any thing mentioned above, the MPPGCL reserves the right to amend, modify, cancel and or otherwise reject any offer either in full or in part at any time prior to allocation of quantity, without assigning any reason thereof.

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

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.

14. Signing Of Agreement

The applicants/firms short-listed for free supply of fly ash shall be required to execute an agreement on non-judicial stamps paper worth Rs.500/-, on format provided in the EOI document, duly signed and stamped for successful execution of the terms and conditions of the agreement within 15 days from the date of intimation/ award of allocation of quantity.

15. Security Deposit(S.D.):-

Rs. 10000/- as token money against agreement for supply/lifting of fly ash /pond ash.

16) Release of Security Deposit:-

Security Deposit (S.D) shall be released within reasonable time after successful completion of the tie-up period.

17) Qualifying Requirements for the Fly Ash Users:-

- i) The prospective fly ash users are required to submit particulars of company with the background of operation, business where ash will be utilized, tentative plan, proposed quantity of fly ash to be utilized etc.
- ii) At the time of submitting the EOI document, fly ash users shall be required to submit an undertaking that the ash will be utilized in production of cement, Construction works or any other ash based products/ Industries, backfilling of stowing of mines etc. as per Govt. Notification. The proforma is given in [Annexure-II](#).

18) Award for supply of Fly Ash

- a. The Supplier will issue Award letter of allocation for supply of Fly Ash in writing to the short-listed firm/applicant in duplicate. They shall return the duplicate copy of the award letter duly signed & stamped as token of their acknowledgement.
- b. Supplier shall be the sole judge in this regard.

19) EOI Proposal Schedule

Firms/applicants has to quote their annual quantity requirement in the attached schedule.

20) Uniform offered quantity over the allocation period

The quoted annual quantity requirement shall be considered uniform per month after commencement of first off take for the remaining supply period. However actual lifted quantity in a quarter and further averaged out quantity in a year shall be considered for penalty or SD forfeiture purpose (must be read this clause with Sl.No.41 below).

21) Check List

- a. The firms/applicants are requested to duly fill in the check list enclosed.
- b. The checklist gives only certain important items, to facilitate the firms/applicants to make sure that necessary data/information is provided by him in this proposal. This however, does not relieve them of their responsibility to make sure that their proposal is otherwise complete in all respects.

GENERAL CONDITIONS OF SUPPLY

22) Acquaintances of local conditions;

It will be imperative for the firms/applicants interested for taking Pond fly ash free of cost to get fully acquaint themselves of all local conditions and factors especially location of delivery point and convenience of loading during lifting of the fly ash.

23) Settlement of Disputes

23.1 Amicable Settlement

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

23.3 The Parties shall, within a period of 30 Days from the date of receipt of Dispute Notice by such other Party, meet and endeavor to resolve/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.

24) Arbitration

- a. In the event that the parties are unable to resolve the disputes, controversy or claim relating to or arising out of this agreement, such disputes, controversy or claim shall be finally settled by a panel of arbitrators ("The Arbitral Tribunal"), in accordance with the Arbitration Act 1996 as amended from time to time and read with rules framed there under.
- b. Either Party may, by written request, notify the other Party of its intent to refer such Dispute to arbitration. within 30 Days of receipt of such notice by such other Party, the Parties shall each appoint one arbitrator. Within 30 Days of the appointment of the arbitrators, the two arbitrators so appointed shall appoint a third arbitrator (who shall be the presiding arbitrator). In case the two arbitrators fail to appoint the third arbitrator, the third arbitrator shall be appointed as per provisions of Arbitration Act.

- c. The third Arbitrator will be the presiding Arbitrator and the Arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time and read with rules framed there under.
- d. The Court at Jabalpur shall have exclusive jurisdiction. The language of the Arbitration proceedings will be in English.
- e. The venue of arbitration shall be Jabalpur or such place as may be determined by the arbitrator. It is terms of the contract that the party involving arbitration shall specify the dispute or disputes be referred to arbitration under this clause together with the amount or amount claimed in respect of each such dispute. The arbitrator shall make the award within reasonable time from the date of entering in the reference.
- f. The Arbitrator (tribunal) shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. Arbitral Tribunal shall give a reasoned award. The decision or award shall be final and binding upon the Parties, and judgment for execution and enforcement of any award may be entered upon in any court of competent jurisdiction permitted under Arbitration Act.
- g. The cost of Arbitrator shall be borne equally by the parties to the dispute.
- h. Notwithstanding the subsistence of any arbitration proceedings, the Parties shall continue to perform their respective obligations under this Agreement and either Party shall not withhold, any payment obligation admitted by it.

25) Force Majeure

25.1 "Force Majeure" shall mean any event beyond the reasonable control of the Supplier or of the firm/applicant (fly ash receiver) 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:

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

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

25.1.3 Illegal strike or illegal lockout; and

25.1.4 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.

25.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the agreement 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 fourteen (14) days after the occurrence of such event.

25.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the agreement 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 Tie-Up period of the agreement shall be extended after mutual discussion.

25.4 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 Agreement and to fulfill its or their obligations under the Agreement, but without prejudice to Supplier's right to terminate the agreement under Special Conditions of Agreement Clause 41.

- 25.5** Delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall not constitute a default or breach of the Agreement.
- 25.6** If the performance of the Agreement is substantially prevented, hindered or delayed for a single period of more than thirty (30) days or an aggregate period of more than ninety (90) days on account of one or more event of Force Majeure during the currency of the Agreement, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with GCS Clauses.
- 25.7** In the event of prohibition imposed by Govt. of India/Competent Authorities due to change in policies making impossible to perform the agreement, may be termed as Force Majeure and neither party shall be liable for compensations or damages due to non performance.
- 25.8** Any notification issued due to change of policy by Govt. of India/M.P. Govt./any Statutory Body after the date of issue of award for allocation of fly ash quantity to the fly ash user shall also be applicable for this agreement and will be binding on either parties, as per Rules and neither party shall be liable for compensations or damages due to non performance.

26) Insurance

The firm/applicant shall be fully responsible for maintaining all the insurances as per law of land at its cost.

27) 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.

28) Indemnity for defense 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 **fly ash receiver** 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 **fly ash receiver**, his agents, representatives or his Sub-contractors, workmen, suppliers, or representatives/employees, the **fly ash receiver** 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**.

29) Safety Requirements

- i) The **fly ash receiver** 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 them. The **fly ash receiver** shall also ensure safety and security of MPPGCL and its personnel & property at delivery site.
- ii) The **fly ash receiver** shall be required to ensure his workers under workman's compensation Act. He will also be required to follow the provisions of the factories Act and obtain License whenever necessary. In every case in which by virtue of the provision of Section-12 Subsection (1) of the workmen's Compensation Act, 1923 and its modification till date, the MPPGCL is obliged to pay compensation to a workman employed by the **fly ash receiver** in execution of the work. The MPPGCL will recover from the **fly ash receiver**, the amount of the compensation so paid without prejudice to the right of the MPPGCL Under Section-12 Sub-Section (I) of the said Act. The MPPGCL shall be at liberty to recover such amount or any part thereof by the deducting it from the

Security Deposit or from any sum due by the MPPGCL to the **fly ash receiver**. Whether under the agreement or other-wise MPPGCL shall not be bound to contest any claim made against it under Section-12, Sub-Section (I) of the said Act, except on the written request of the **fly ash receiver** and upon his giving to the MPPGCL full Security for contesting such claims. The MPPGCL shall not be liable in any manner what-so-ever to his worker in respect of any losses, damages suffered while working in the Power House Premises. The whole responsibility shall be of the **fly ash receiver**.

30) Disorderly Conduct

The **fly ash receivers** shall at all times take all reasonable precautions to prevent any unlawful, notorious or disorderly conduct by or amongst their staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the delivery site against the same.

31) Working Hours

Delivery of fly ash is intended to be given 24x7 days as per receiver's convenience.

32) Jurisdiction of Court

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

SPECIAL CONDITIONS OF SUPPLY

33) Source of Fly Ash

Source of fly ash of the station and its respective location details are given in Clause 6 of 'Instructions **fly ash users**.

34) Scope of Supply

- a) Supplier would be in a position to make available allocated quantity from ATPS Chachai from pond ash dam subject to availability, force majeure conditions and unplanned outage. **The dry fly ash may also be offered from fly ash silos in cases of under lifting by our clients users.**
- b) The supplier reserves the right to supply the quantity not lifted by the **Pond fly ash receiver** to any other party at the sole discretion of the supplier.

35) Delivery Point:- ATPS, Chachai shall provide fly ash from Pond Ash Dam 210 MW

36) Quality of fly ash

ATPS Chachai would offer Pond fly ash at designated delivery point on "as, when and what is available quality" basis.

37) Upward Quantity Flexibility:

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

38) Criteria for allocation of Quantity:-

- i) Preference will be given to the party/parties who will off take maximum quantity for long term
- ii) If two or more parties offered the same quantity in their proposal/offer, allotment will also be made on equal basis. However, if quantity is still remains available over and above

the allocated quantity to the higher users, the remaining quantity will also be allocated to other participated firms at sole discretion of MPPGCL.

39) Commencement of first off take:

Commencement of first off take should not exceed beyond one month from the date of issue of award letter and as per terms and conditions of the award letter unless specifically agreed by the Supplier.

40) Weighment to avoid overloading:-

Fly ash shall be issued based on actual weighment. Weight so recorded shall be considered final. In case no arrangement of weighment of bulkers / trucks is available the quantity will be measured on the basis of volume and density of fly ash. In this regard the decision of Engineer-in-charge will be final and binding. The receiver shall solely be responsible for any overloading of vehicles and further consequences of litigations thereof.

41) Termination of Agreement:

If the off take by the user is less than 50% of average quarterly quantity for any quarter, agreement is liable to be terminated and SD will be forfeited. After termination of award due to breach of agreement, the allocated quantity may be re-allocated to other fly ash users.

42) Short-fall in supply by Supplier (MPPGCL):

- i) Fly Ash is a product of coal combustion, which is subject to requirement of generation of electricity as per system requirement. Scheduled and unscheduled shutdowns also affect generation of Fly Ash. Supplier does not guarantee availability of Fly Ash in allocated quantity regularly and will not be liable for any compensation or damages for non availability in required quantity of the same.
- ii) In case Supplier is unable to provide allocated quantity of fly ash due to any reasons including forced outages of the plant, congestions etc. supplier in respect of each fly ash users shall re-adjust the annual allocated quantity downward.

43) Taxes, Duties, Levies etc.

The fly ash users shall be liable and responsible for payment of all statutory levies in the form of taxes, duties, octroi etc. on the Supply of fly ash if applicable as per Govt. Rules or local statutory bodies.

44) Delivery:

Fly Ash User should depute his authorized representative to the power station for coordination and taking delivery of fly ash.

45) Period of Supply:

Duration of Supply of fly ash from ATPS Chachai will be for **5 Years** only from the date of 1st off take of the **fly ash award order**.

46) Pollution Control:

All possible measures would be taken by party to avoid air and land pollution. Similarly, while transporting, no spillage/windage of Fly Ash would be permitted to avoid air pollution. Norms of the Central/State Pollution Control Board are to be followed strictly. If the process adopted by the party is found deficient, MPPGCL reserve the right to stop the supply forthwith.

47) Logistic Support:-

Logistic Support/helps/concession etc. if required / deemed necessary to enhance fly ash utilization will be provided to bulk users by MPPGCL on mutual discussion for long-term tie-up/agreement, subject to admissibility with MPPGCL. Logistic support mentioned will be limited to ATPS, Chachai premises only.

48) Prohibition of Collection of Cenosphere:-

Cenosphere is the by-product of fly ash and is generated at ash pond. Any collection & lifting of cenosphere will not be permitted as this task is/shall separately be awarded to other agencies as per MPPGCL's policy.

49) Safety of Plants & Equipment:-

Fly Ash Users will be responsible for any damage caused to the Pond Ash dam due to mishandling of sabotage by his worker/transporter/agent/sub-contractor. The fly ash user will also follow all the security rules and regulations. Cost of damages shall be recovered from Fly Ash Users.

(ON APPLICANT'S LETTER HEAD)

STATEMENT OF DEVIATIONS/EXCLUSIONS

Fly Ash Users Ref No.

Date

To,

**The Superintending Engineer (P&W),
O/O Chief Engineer (Gen)
ATPS MPPGCL Chachai,
Distt-Anuppur (M.P.) 484220
Phone No. 07659-263469**

Dear Sir,

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

Date: _____ Signature _____

Place: _____ Name _____

Designation _____

Common Seal or stamp _____

Annexure - II

**ATPS, CHACHAI BID SCHEDULE FOR SUPPLY OF FLY ASH
CHECK LIST FOR SUBMISSION ALONG WITH DOCUMENTS**

Name of Users Address:

Sl No	Description of Check points	YES / NO /NOT APPLICABLE	Remarks
	1 Submitted documents related to Qualification requirements		
	1 Whether the fly users has signed all the pages of the offer with seal/ stamp		

Date:

(Name & Signature of Bidder)

(On Official Letter head of the User)

To

**The Superintending Engineer (P&W),
O/O Chief Engineer (Gen)
ATPS MPPGCL Chachai,
Distt-Anuppur (M.P.) 4484220**

**Subject: Undertaking for Usage of Fly Ash in Cement / construction / backfilling/stowing
of mines or other ash based Product / industry.**

Dear Sir,

This is to certify that we M/s ----- will be a fly ash user for the Fly Ash (Pond Ash) generated by Amarkantak Thermal Power Station against EOI No ----- if allocated to us. The fly ash so obtained shall be used in Cement manufacturing / construction / or other ash based product / industry (strike out whichever is not applicable).

Thanking you,
Yours faithfully,

(Signature of authorized person)

(Name & Designation)

(Seal/ Stamp of Company)

PROFORMA FOR BANK GUARANTEE TOWARDS "SECURITY DEPOSIT (SD)

Note - To be executed on non-judicial stamp paper worth Rs 500/- and Rs 1/- revenue stamp may be fixed on bank guarantee. Only text is to be typed on stamp paper.

Bank guarantee No.dated.....

In consideration of the M.P. POWER GENERATING COMPANY LTD. (here in after referred to as the MPPGCL which expression shall unless repugnant to the context or meaning thereof includes its executers, administrators, successors and assigns) having agreed to accept this Bank Guarantee in lieu of cash deposit by way of security for due and faithful performance required from M/s..... herewith after referred to as contractors the Bank of hereby agrees unequivocally and unconditionally to pay within 48 hours on demand in writing from the M.P. Power Generation Co. Ltd. or any officer authorized by it in this behalf of any amount up to and not exceeding Rs..... (in Words Rs.....) to the said M.P. Power Generating Co. Ltd. on behalf of the aforesaid M/s..... who have tendered and contracted for the purchase of fly ash from M. P. Power Generating Co. Ltd. against order no..... dated..... for the order value of Rs.

This agreement shall be valid and binding in this Bank up to and including or for such further period as may hereunder be mutually fixed from time to time in writing by the MPPGCL and the contractors shall not be terminable by notice or any change in the constitution for the aforesaid bank or the firm of contractor or by any other reason whatsoever and the bankers liability hereunder shall not be impaired or discharged by any extension of time or variation or alteration made, given considering or agreed to with or without the banks knowledge or consent by or between the M.P. Power Generating Co. Ltd. and the contractors in the existing and/or further tender and/or contracts.

It is agreed by the Bank with the MPPGCL that if for any reason a dispute arises concerning the bank's liability to pay the requisite amount to the MPPGCL under the terms of the guarantee the competent court at Jabalpur alone shall have jurisdiction to determined the said dispute and that this shall be without prejudice to the liability of the Bank under the terms 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 MPPGCL to the Bank within the above mentioned validity. The right of MP Power Generating Co. Ltd. under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability there-under.

Witness

1. (Signature)
 (Name)..... Signed (Address).....

For.....

Bank

2. (Signature)
 (Name).....
 (Address).....

Annexure – V

(Proforma for **extension** deed for security deposit. To be executed on non-judicial stamp paper worth Rs 500/- + revenue stamp worth Rs 1/-

.....Bank
B.G. No.....Date.....

M.P.POWER GENERATING COMPANY LTD

Dear Sirs,

At the request of our client M/s....., We hereby extend our guarantee no..... Dated Given on their behalf for a further period from to

Our liability under this guarantee is limited to a sum not exceeding Rs. (Rs.....).

This Guarantee shall remain in force up to Unless a demand to enforce a claim is made under this bank guarantee, to this bank within above mentioned validity, the right of M.P. Power Generating Co. Ltd. under this Guarantee shall be forfeited and the bank shall be relieved and discharged from any liability there under,

Witness

1. (Signature)

(Name).....

Signed

(Address)

For Bank

2. (Signature)

(Name).....

(Address).....

MODEL AWARD LETTER FOR SUPPLY OF FLY ASH FROM ATPS CHACHAI

To

Sub:- Free Supply of Fly Ash from ATPS Chachai.

Ref:-

Dear Sirs,

We are pleased to allocate you ----- MT total quantity of Pond Ash of ATPS, Chachai for ----- (period) as per terms and conditions mentioned below:

Terms and Conditions of Supply

1) **Period of Supply:** From ----- to ----- for total quantity -----MT/year.

2) **Collection , Transportation of Fly Ash:**

Pond Fly Ash would be dispensed from ATPS, Chachai's Pond Ash Dam as per clause No.35 of EOI document.

3) **Pollution Control:**

All possible measures would be taken by party to avoid pollution to the satisfaction of the plant officials. Similarly, while transporting, no spillage of Fly Ash would be permitted to avoid air pollution. Norms of the Central/State Pollution Control Board are to be followed strictly. If the process adopted by the party is found deficient, MPPGCL reserve the right to stop the supply forthwith.

4) **Logistic Support:-**

Logistic Support/helps/concession etc. if required / deemed necessary to enhance fly ash utilization will be provided to bulk users by MPPGCL on mutual discussion for long-term tie-up/agreement, subject to admissibility with MPPGCL.

5) **Prohibition of Collection of Cenosphere:-**

Cenosphere is the by-product of fly ash and is generated at ash pond. Any collection /capture & lifting of cenosphere is totally prohibited.

6) **Safety:**

The Fly Ash User would be responsible for the safety of its people for which they should provide necessary safety gear to its workers.

7) **Taxes, Duties, Levies etc.**

The fly ash users shall be liable and responsible for payment of all statutory levies in the form of taxes, duties, octroi etc. on the supply of fly ash if applicable as per Govt. rules or local statutory bodies. The pond/fly ash user shall be fully responsible for maintaining all the insurance covers as per law of land at its own cost.

8) Working Hours:

Delivery of fly ash is intended to be given 24x7 as per instructions of the Engineer-in-Charge.

9) Quality and quantity :

No dispute or complaint for quality or quantity will be entertained.

10) Authorized Person :

A proper authorization in the prescribed format must be presented to Engineer –in-charge along with Contract Performance Guarantee, if the fly ash users want to depute an agent / transporter on its behalf.

11) Termination of Agreement:-

Termination of agreement will be governed as per clause No.41 of Terms and Conditions of EOI documents.

12) You shall invariably indicate the purpose or the end use of Fly Ash along with the details of the end user and also furnish any information required by MPPGCL related to ash lifting.

13. Pond Fly Ash user and its transporter would entirely be held responsible towards RTO for overloading of Fly Ash. MPPGCL shall in no way responsible for the same.

14. Jabalpur Courts shall have the exclusive jurisdiction in all the matters. MPPGCL reserves the right to make any amendments in any or all of the clauses of this document, at any time without assigning any reason.

15) Safety of Dam:-

Fly Ash Users will be responsible for any damage caused to the Fly Ash Dam due to mishandling of sabotage by his worker/transporter/agent/sub-contractor. The fly ash user will also follow all the security rules and regulations. Cost of damages, if any, occurs during this business shall be recovered from Fly Ash Users.

16) MPPGCL reserves the right to withdraw this offer at any time without assigning any reason.

Note:- The tender is open-ended & the price bid will be opened on every Monday on 15:30 hrs onwards

Signed by & on behalf of MPPGCL

Requirement schedule for requirement of Pond Ash

Sl. No.	Particulars	Quantity of pond ash proposed to be lifted from ash pond (on annual basis in MT)	
		Year	Annual Quantity
1.	Pond Ash	1 st Year	
		2 nd Year	
		3 rd Year	
		4 th Year	
		5 th Year	

Date:-

(Name & Signature of Fly Ash User)