

Expression of Interest

Utilization of unutilized fly ash at SGTPS Birsinghpur



M.P. Power Generating Co. Ltd, Jabalpur

**OFFICE OF THE Addl. CHIEF ENGINEER (P&W)
SGTPS, MPPGCL, BIRSINGHPUR**

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Expression of Interest for *Supply of Fly Ash from SGTPS Birsinghpur*

1. Objective of Eoi

- 1.1. 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 on Katni-Itarsi Section.
- 1.2. MPPGCL intends to promote utilization of fly ash in accordance with various notifications issued by Ministry of Environment, Forest, Government of India.
- 1.3. Accordingly, to encourage the Fly Ash utilization of SGTPS, M.P. Power Generating Co. Ltd., invite "Expression of Interest" from the interested & qualified end users i.e. cement manufacturing companies for supply of fly ash on sale basis from Sanjay Gandhi Thermal Power Station , Birsinghpur Pali

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

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

- 2.1. The dry fly ash for this purpose shall be provided from ex-plant fly ash silos

3. Brief Detail of Fly Ash utilization at SGTPS Birsinghpur

The annual estimated generation potential of total fly ash is about 22 LMT out of dry fly ash is about 16 LMT. As per the tender in vogue, Dry Fly Ash is being sold to different end users (Cement Manufacturers) as per the provisions contained in the Gazette Notification, dated, 03/11/2009 by MOEF Gol, N Delhi. As per the tender, the period of supply has been kept for five (5) years and accordingly agreement have been made with cement manufacturers on H1 sale price. As per the rate, T&C of the tender, the agreed firms are lifting fly ash from ash silos of PH-I, PH-II & PH-III respectively. The EOI is for lifting unutilized/un-lifted dry fly ash by above said firms.

4. Brief Detail of SGTPS , Birsinghpur Pali

- 4.1. Sanjay Gandhi Thermal Power Station of Madhya Pradesh Power Generating Company Limited (MPPGCL) is located in Umaria District at 12 Kms. Distance from Birsinghpur Railway Station Katni-Bilaspur Section.
- 4.2. Present installed capacity of SGTPS; Birsinghpur is as under:

- 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

4.3. The proposed EoI is for utilisation of Fly Ash generated by units of PH I, II & III.

5. Detail of Availability of unutilized Dry Fly Ash from SGTPS, Birsinghpur

5.1. The EoI is for lifting of unutilized dry fly Ash from SGTPS, MPPGCL, Birsinghpur.

5.2. The dry fly ash generated from these units is stored and distributed through two Ash Silos having capacity of 1700 MT each at the Silo area of 4X210 MW & one silo of capacity 1000 MT at the silo area of 1X500 MW unit.

5.3. The anticipated/expected quantity of dry fly ash, which may be available for supply as under with priority to the already ordered 3 No. Cement companies.

- a. Expected Per day generation of Dry Fly Ash : 4400 MT
- b. Expected Per Annum Generation of Dry Fly Ash : 16 Lakh MT

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

6. Quantity of fly ash:-

As per the Gazette Notification, dated, 03/11/2009, SGTPS Birsinghpur wish to dispose/supply/sale this un-lifted quantity of dry fly ash as per the rate, terms & conditions of the existing tender in order to utilize the same to increase fly ash utilization.

7. Scope of supply :-

- 7.1 The supply shall be made on first come first serve basis. If there is more than one buyer, the distribution will be made on availability of firm's vehicles. The supply shall be made on the spot sale basis, subject to availability
- 7.2 Priority shall be given to the firm who will lift the entire un-lifted quantity of dry fly ash from Silos of SGTPS, Birsinghpur during the period when all the designated firms unable to lift the fly ash.
- 7.3 Priority shall be given to the firm's who also collect pond ash from Ash dyke of SGTPS, Birsinghpur.
- 7.4 Supplier would be in a position to make as and when available quantity from SGTPS, Birsinghpur subject to availability.
- 7.5 The quantity will be subject to unforeseen situations like Unit(s) running at part load / load restriction due to technical reasons / blending of imported coal by MPPGCL/ coal companies etc. , annual shutdowns and routine breakdown / maintenance etc. at SGTPS, Birsinghpur.
- 7.6 The MPPGCL reserves the right to increase, decrease or delete the quantity of fly ash without assigning any reason.

8. Price of fly ash :-

- 8.1 Rate of fly ash Rs. 122/- per M.T. up to October-2019.(revised after thereof)
8.2 All Statutory duties, levies, taxes etc. shall be charged extra.

9. Acquaintance of local conditions

The prospective firm must visit the Sanjay Thermal Power Station Birsinghpur Pali before submitting their proposal/offer for acquaintance of local conditions.

10. Submission of Offer by the interested firm

- 10.1 The interested cement manufacturing firms should download copy of EOI Document from the official website mppgcl.mp.gov.in "FREE OF COST" and shall submit their offer as under
10.2 The offer should be submitted in physical form at the address given below:

Addl. Chief Engineer (P&W)

Sanjay Gandhi Thermal Power Station, MPPGCL, Birsinghpur

Distt.- Umaria 484552(M.P.)

Mobile No; 9425808510

Land Line- 07655-260226, Fax-07655-260226

Email-sepnw.sgtpsbrs@mppgcl.mp.gov.in

- 10.3 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.
10.4 The offer must be submitted in a covering envelope having superscription as **"Expression of Interest for lifting of unutilized dry fly ash from SGTPS, Birsinghpur.** On this envelope, please also super scribe the name and address of the firm.
10.5 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.
10.6 The offer must contain full name, complete address and place of business along with brief of propose for which dry fly ash required.
10.7 Sealed offer must be with signature of authorized signatories. The names of all persons signing should also be typed or printed below the signatures.
10.8 Offer by a partnership Firm (Joint Venture, Consortium, Partnership firm) must be furnished with full names of all partners and their full residential addresses and be signed with the partnership name, followed by the signature(s) names(s) and designation(s) of the authorized partner(s) or other authorized representative(s) (of Partnership deed/ Joint deed of understanding/Consortium agreement).

- 10.9 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.
- 10.10 Satisfactory evidence of authority of the person signing on behalf of the interested firm shall be furnished along with the offer/offer.
- 10.11 The firm name stated on the offer shall be the exact legal name of the person/firm/company/corporation.

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

- 11.1 Notwithstanding anything mentioned in the EOI document, MPPGCL reserves its right to amend, modify, cancel and or otherwise reject any offer without assigning any reasons thereof.
- 11.2 MPPGCL reserves the right to reject any/all offer(s) which is/are not submitted according to the EOI instructions or without assigning the reason.

12. Signing of contract / Agreement:-

Within 15 days issue of the order, the firm will sign the agreement with MPPGCL on non judicial stamp paper worth Rs. 500/-for faithful performance of the work. Draft of the Agreement is enclosed with this order.

13. Suspension of the supply:-

- 13.1 The supplier reserves the right to suspend and reinstate execution of the whole or any part of the supply.
- 13.2 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.

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

- 14.1 Within seven (7) days of the issue of the order successful firm Bidder shall submit the Security Deposit (S.D.) from an amount 5 Lakh in the form of Demand Draft of any nationalized bank / scheduled bank in favour of "Senior A.O. SGTPS,MPPGCL, Birsinghpur payable at central bank of India" Mangthar, Birsinghpur.
- 14.2 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 SecurityDeposit will be forfeited.
- 14.3 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 SD. In that event, no damages or compensations shall be payable to the buyer.
- 14.4 Security Deposit (S.D.) shall be released promptly after successful completion of contract in all respects.

15. Recovery of Sums Due:-

- 15.1 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.

16. Working Hours:-

- 16.1 Delivery of fly ash is intended to be given 24 Hrs. on all days including Sunday & Holidays and as per direction of the Officer-in-Charge

17. Jurisdiction of Court:-

- 17.1 Jabalpur Court shall have the exclusive Jurisdiction in all the matters concerning the supply.

18. Delivery Point:-

- 18.1 SGTPS, Birsinghpur would deliver fly ash from the discharge chute of designated ash Silo of the plant.
- 18.2 Fly ash shall be considered to have been delivered as it passes into the buyer's closed vehicle at the loading point.
- 18.3 Buyer shall be required to depute their authorized representative to the ash Silos areas of the power station for coordination and taking delivery of fly ash. The authorized representative shall be required to bear valid identity Proof, duly countersigned by OIC (MPPGCL) of the work contract.
- 18.4 Delivery will be in bulkers or closed trucks only. Open trucks will not be allowed to take delivery
- 18.5 MPPGCL would deliver dry fly ash at designated delivery point(s) on "as available quantity" basis.

19. Methodology of Pricing:-

- 19.1 The price will be revised in the month of November of every year . Price for subsequent years will be revised in following manner.

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

Where -

CPI = awarded price for further Contract year (i = 2,3,4,5)

CPb = Agreed contract price i.e. 115/- M.T.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 1993-1994 = 100) for the month prior to the month of Letter of Award.

- 19.2 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.
- 19.3 All Statutory duties / taxes / levies shall be charged extra.

20. Payment Terms & Bank Charges:-

- 20.1 Delivery shall be made against advance payment in the form of demand Cheque at par in favour of Sr. Account Officer, SGTPS, MPPGCL, Birsinghpur payable at Central Bank of India; Branch-Mangther. The amount of advance shall be equivalent to the value of allocated quantity for next month.
- 20.2 Buyer will be required to deposit the advance payment by 25th of every calendar month for the deliveries of next month.
- 20.3 All bank charges shall be borne by buyer.

21. Weighment of invoicing:-

- 21.1 Fly ash shall be issued basis on actual weighing. 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 Officer-in-Charge will be final and binding.

22. Taxes, Duties & Levies etc.:-

- 22.1 The buyer shall be liable and responsible for payment of all statutory levies in the form of taxes, duties, octroi, entry tax, income tax etc. on the supply. Such statutory liabilities, if any, shall be paid by bidder extra at actual. MPPGCL is a registered dealer under sales tax at 1956. Its tax payer identification (TIN) is 23635805861.

23. Billing:-

- 23.1 Supplier will raise challan and invoices on weekly basis and shall deliver to the buyer(s) an invoice showing the value of fly ash delivered, along with applicable duty/taxes/cess etc. and shall be adjust against the advance payment made by the buyer.
- 23.2 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.

24. Disputes regarding over loading:-

- 24.1 Firm shall ensure loading of fly ash in closed truck/bulker as per prevailing R.T.O. norms.
- 24.2 In case of any problem arising due to overloading on trucks, MPPGCL and its personnel / authorities shall not be responsible and only buyer shall have to face consequence as per existing traffic/transport rules.

25. Safety:-

- 25.1 Firm shall provide all safety equipment like, helmet , nose mask, ear plug for safety of their staff. Firm shall be fully responsible to observe safety of their staff i.e. supervisor, loader. In case of any accident firm shall be liable to pay compensation as per work man compensation act.

Annexure I: Format of Affidavit for Eligibility to Participate

(To be stamped in accordance with the stamp act)

& Notarized by a Notary Public

Affidavit of Shri S/Oaged

about R/O

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

1. That, I am working as..... (Designation) in (Name and address of the firm) since.....
2. That, I am duly authorized by..... (Name of the firm) to submit this affidavit of its behalf.

That, our firm is submitting a offer in response to Expression of Interest issued by MPPGCL for lifting of unutilized dry fly ash from SGTPS, Birsinghpur.

3. That, the firm is not blacklisted/ banned for participation in any of the Power Utilities/ Government /Semi Govt. Companies/PSUs in India as on the due date of submission of offer.
4. That, the firm has successfully completed the similar contracts in the past as per the terms & conditions of the instant EOI.
5. That, if at any point of time the declarations given above are found to be incorrect, MPPGCL shall have the full right to terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of Bank Guarantee.

DEPONENT

Verification-

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

DEPONENT

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

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

DEPONENT

Verification-

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

DEPONENT

Annexure III: FORMAT FOR BANK GUARANTEE AGAINST –

1. EARNEST MONEY DEPOSITE.

2. SECURITY CUM PERFORMANCE GURANTEE

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

Bank Guarantee No.....

Date.....

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

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

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

The liability under this Guarantee is restricted to Rs..... (In words

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

Witnesses: - 1 (Signature)

Signed

..... (Name)

For Bank (Seal)

..... (Address)

Witnesses: - 2 (Signature)

..... (Name)

..... (Address)

Annexure-IV- Indemnity Format

INDEMNITY BOND

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

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

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

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

Place -

Signature: _____

Date -

Name: _____

Designation:_____

Official seal -

Witness:-

1.

2.