



Maharashtra State Power Generation Comp. Ltd.

Thermal Power Station Chandrapur

E-AUCTION NOTICE

Dry Fly Ash (80% Unit 8&9 CSTPS, Chandrapur)

MAHAGENCO is looking for firms willing to purchase Dry Fly Ash at Thermal Power Station Chandrapur by way of e-auction through MSTC.

(Although any users can participate in E-auction, SSI are currently being issued DFA from Unit 8&9 free of cost)

Estimated quantity (MT)	900000 MT /Yr
Floor Price (Rs/MT)	Rs.100 /-
Pre-bid Earnest Money Deposit (EMD)	Rs.1 / MT
Period to Deposit pre bid EMD	Till 10.08.2026
Date and Time of e-Auction	11.00am dt. 11.08.2026
Key Contact Personnel & Contact details :	
Auctioneers for MSPGCL (for queries related to registration with e-auction portal, transfer of payments)	M/s. MSTC Ltd., Mumbai <u>REGISTRATION RELATED QUERIES:</u> 1. Mr Manas Mallick, Chief Manager Tel: 02269856818, 9831108435 e-mail: wroopn2@mstcindia.in <u>AUCTION RELATED QUERIES:</u> 1. B.S. Pradhan, Dy. General Manager Mobile: 9903191469 Tel. 07122550075 e-mail: ngropn1@mstcindia.in
Parli TPS (for queries related to site visit, material , contract execution, deliveries, invoices)	1. Mrs. Ankur S Katkar Exe. Engineer (Ash utilization cell) Mob. No. 9021465485 e-mail : ecstps@mahagams.in 2. Mr. Chandrashesar R. Gajbande Dy. Exe. Engineer (Ash utilization cell) Mob. No. 7709847788
Further details are available on www.mstcindia.co.in , www.mstcecommerce.com , https://mahagenco.in/list_of_e_auction	
Chief Engineer, CSTPS, Chandrapur	

SPECIAL TERMS & CONDITIONS

MSPGCL CONDITIONS FOR E-AUCTION SALE OF DRY FLY ASH

1. The Dry Fly Ash quantity 9,00,000 MT per year (3000 MT/day x 300 days in a year= 9,00,000 MT) from Fly Ash Silo of Unit-8&9 of CSTPS, Chandrapur as per MSPGCL and declared on the MSTC website shall be disposed-off by way of e-auction through the MSTC website (www.mstcpccommerce.com).
2. **Scope of supply:**

Unit-8&9 of CSTPS, Chandrapur would be in a position to make available allocated quantity of fly ash subject to availability, force Majeure conditions and unplanned outage of the thermal unit of MSPGCL. MSPGCL reserves the right to supply quantity not lifted by the buyers to any other party at the sole discretion of MSPGCL.
3. **Acquaintance with local conditions:**

The prospective bidders may inspect the mode of collection of Dry fly ash (as mentioned in bid documents) offered for e-auction sale within seven days prior to the actual date of e-auction sale during working hours, at the site where the Dry fly ash loading is located. The bidders shall satisfy themselves about condition, quality, and quantity etc. of the Dry fly ash which they intend to purchase. No complaints shall be entertained regarding, quantity, quality and weight of the Dry fly ash as the information given in the catalogue is approximate and no warranty or guarantee shall be implied. Dry fly ash shall be sold on "**AS IS WHERE IS BASIS**" and on the assumption that the bidders have inspected the Dry fly ash loading and know what they are buying, irrespective of whether the bidders have inspected the Dry fly ash prior to e-auction sale or not: the principle of **CAVEAT EMPTOR** shall apply.
4. **Registration of Bidders:**

For participation in the e-auction, the prospective bidders shall register themselves with the MSTC website and following are the conditions.

 - (1) Only registered bidders can participate in the e-auction.
 - (2) The bidders shall pay the Pre-bid Earnest Money Deposit (Pre-Bid EMD) for the bidding quantity to MSTC prior to e-auction.
5. **Confidentiality:**
 1. Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for allocation shall not be disclosed to bidders or any other person not officially concerned with such process.
 2. Any effort by the bidder to influence the supplier in the suppliers bid evaluation, bid comparison, or allocation decisions may result in the rejection of the Bidders bid.
 3. From the time of bid opening to the time of allocation, if any **Bidder** wishes to contact the supplier on any matter related to its bid, it should do so in writing.
6. **Methodology for pricing and bidding:**
 1. **Pricing & bidding:**

Floor price of dry fly ash and Quantity of dry fly ash at Unit-8&9 of CSTPS, Chandrapur to be auctioned will be **Rs. 100/- & 9,00,000 MT/year (3000 MT/day x 300 days = 9,00,000 MT/year)**. Bidder shall quote for any quantity and maximum quantity shall be worked out with available quantity of **3000 MT/day**. Bidders may quote the annual quantity required against a price starting from floor price and with

increment of Re.1/-.

2. **Award price:** The discovered price in e-auction shall remain firm for a period of one year with 10% rise/escalation in rate after completion of one year.

7. Award for supply of Dry Fly Ash:

1. On completion of e-auction proceedings & after receipt of e-auction Bid sheet statement from MSTC, the MSPGCL auction committee shall take decision in respect of acceptance or rejection of bids. Such decision shall be binding to the bidders as well as to MSTC. MSPGCL shall not be bound to assign any reason for such acceptance or rejection of bids.
2. **Auction Committee:**
 - 1) *Chief Engineer (O&M), CSTPS, Chandrapur*
 - 2) *Dy Chief Engineer-Admin, CSTPS, Chandrapur*
 - 3) *Supdtg. Engineer (CO), CSTPS, Chandrapur*
 - 4) *General manager (F&A), CSTPS, Chandrapur*
 - 5) *Exe. Engineer(AHP-III), CSTPS, Chandrapur*
 - 6) *Exe. Engineer(AUC), CSTPS, Chandrapur*
3. Decision of the auction committee regarding acceptance or rejection of H-1 bid(s) shall be communicated to MSTC at the earliest (preferably within 2 working days) from the date of e-auction. Accordingly, MSTC shall issue sale intimation letters to the successful bidders under intimation to Exe. Director (E&S) & Chief Engineer of CSTPS, Chandrapur. CSTPS shall issue sale order within two working days from the date of intimation of acceptance/ rejection of H-1 bids from auction committee of CSTPS, Chandrapur.
4. All consequential damages during collection of dry fly ash will be determined by the Chief Engineer (O&M), CSTPS, Chandrapur and the successful bidder/ buyer shall be responsible for such damages.

8. Pre Bid EMD:

1. Pre bid EMD shall be Re. 1/- per MT, if the bidders are interested in purchasing for Y MT of fly ash, then the EMD will be, Re. 1/- x Y MT
2. If the bidder is declared successful in the e-auction, MSTC shall immediately transfer the amount of Pre-Bid EMD to the Chief Engineer of Chandrapur TPS. EMD of unsuccessful bidders in the e-auction shall be refunded immediately by MSTC to the respective unsuccessful bidders.

9. Performance Security Deposit:

1. The successful bidders shall have to pay Security Deposit i.e. 5% of order value to CSTPS, Chandrapur by NEFT/RTGS within 7 working days from the date of sale intimation letter.
2. Alternatively, the security deposit can also be paid to CSTPS, Chandrapur in form of Bank Guarantee from any nationalized bank only in the enclosed proforma as per Annexure-A. The bank guarantee shall be in favor of MSPGCL however, the same shall be furnished to MSTC who in turn will forward the BG to CSTPS, Chandrapur. The bank guarantee shall be kept valid for a period ofyear from the date of e-auction with a provision of further extension, if demanded by MSPGCL.
3. The successful bidder shall furnish declaration in the following proforma to MSPGCL immediately after receipt of sale intimation letter:

"I/ We _____ hereby declare that I/ We have purchased Fly Ash _____ at (location of Dry Flyash) for Rs. _____ (Rupees) in the e-auction held on _____ (Date). I/ We agree to complete the transaction of purchase in terms and conditions prescribed for the e-auction within the respective periods stipulated therein for carrying out our obligations."

SIGNATURE OF THE PURCHASER

4. The amount/BG on account of Performance security deposit will be transferred By MSTC to the Chief Engineer (O&M), CSTPS, Chandrapur.
5. If the successful bidder fails to pay the requisite amount of Performance Security Deposit within the stipulated period of 7 working days or stipulated otherwise, the Sale Intimation Letter issued to him shall be treated as cancelled and he shall have no claim over the qty. thereafter. The MSTC shall forfeit the amount of Pre-Bid EMD with due notice to the concerned bidder. The qty. may be offered for e-auction at the discretion of the MSPGCL auction committee.
6. The S.D. can also be forfeited against 'Damage to MSPGCL property and not maintaining cleanliness on site.
7. Failure to pay the amount of penalty can form a cause to forfeit the Security Deposit.
8. The amount of Performance Security Deposit will be 5 % of order value to be paid by the successful bidder in the e-auction & shall be binding on MSTC & the buyers.
9. On receipt of Performance Security Deposit from the successful bidder/ buyer within the stipulated period, MSTC shall issue Sale Orders to the respective buyers under intimation to the Chief Engineer (O&M), CSTPS, Chandrapur immediately.

10. Payment Terms:

1. The buyers shall have to pay the advance payment of one month off-take quantity equal to **monthly allocated quantity X quoted rate** (along with statutory taxes & duties and corresponding declarations, if applicable) within 15 calendar days from the date of sale order (excluding the date of sale order), unless stated otherwise, to CSTPS, Chandrapur. The buyer should start lifting of fly ash within 15 calendar days after depositing the amount of monthly advance.
2. For the next monthly schedule, i.e. from the second month onwards, the buyer has to deposit the advance payment 25 day in advance of the monthly lifting schedule.
3. If the buyer fails to make payment on the due date, the buyer is allowed to make the due payment with application of Delayed Payment Charges @0.1%(zero point one percent) of the monthly advance payment, per day up to 15 days from the due date.
4. If the buyer fails to deposit the monthly installment payment on the date, including DPC period, the buyer shall be treated as defaulter and shall have no claim over the qty. thereafter. MSPGCL shall cancel/ terminate the sale order issued to him and forfeit the amount of security deposit paid by him, under intimation to him.

11. Delivery:

1. On receipt of advance payments (along with statutory taxes & duties and corresponding declaration, if applicable) from the buyers, the **Chief Engineer, CSTPS, Chandrapur** shall issue sale Release Order & Gate Pass to the buyer, at the earliest (Preferably within 2 working days).
2. Monthly quota for ash lifting is to be completed within the corresponding month.
3. The buyers shall have to collect dry fly ash as generated on day to day basis from CSTPS/Unit/Silo as the case may be for the specified period from the date of sale release order, unless stated otherwise, from location mentioned on E-Auction list.
4. The collection of Dry Fly Ash shall be made on “**as is where is**” basis.
5. The buyers shall produce the authorization/ identification letter issued by the MSTC while lifting fly ash from site.
6. Minimum acceptable price for e-auction will be 90% of floor price mentioned.

12. Penalty for Short Lifting:

- i) If the buyer fails to lift the Dry fly ash less than 80% of allotted/adjusted quantity during specified period as above, he shall be liable to pay penalty at rate of Rs. 25/MT for non lifted quantity. The qty. can also be calculated at end of every month period from date of issue of sale order.
 - ii) Penalty calculation is to be on monthly basis.
 - iii) The due amount of penalty shall be deposited at CSTPS, Chandrapur. Failure to pay the penalty within 30 days from the due date will be a cause for forfeiture of Security Deposit.
 - iv) If the ash lifting agency fails to lift/utilize/dispose the 80% of committed/allotted quantity continuous for Three month, then Chief Engineer TPS will have rights to revise the committed quantity accordingly on the basis of average of Three months lifted/utilized/disposed and same will be allotted to other demanding agency including Traders on First come first serve basis.
 - v) If the ash lifting agency fails to lift/utilize/dispose the 80% of committed/allotted quantity consecutively for the period of Six month, the sale order will be terminated.
- 13.** In case the Dry Fly Ash is not available during specified period due to MSPGCL reasons like shutdown or less generation of ash then in that case Chief Engineer (O&M), CSTPS, Chandrapur will decide for change of alternative schedule of collection of Dry Fly Ash qty. and no complaint or claim for financial implication will be entertained for whatsoever reason in this regards.
- 14.** After effecting full payment, if the buyer fails to take delivery of Dry fly ash during specified period the buyer shall be treated as defaulter and shall have no claim over the quantity thereafter. MSPGCL shall cancel/ terminate the sale order and delivery order issued to him and shall forfeit the amount of security deposit and advance payment paid

by him, under intimation to him.

15. If the last day of the specified dates for payments happens to be a holiday/weekly off, the payments shall be allowed on the next working day without application of delayed payment charges for the last day of payment.
16. On submission of copy of the Delivery Order & Gate Pass, the **Chief Engineer (O&M), CSTPS, Chandrapur** shall issue Tax Invoices to the buyers.
17. Chief Engineer (O&M), CSTPS, Chandrapur shall deposit amount collected from the buyers towards statutory taxes & duties to the respective authorities.

18. Payments:

- **Advance payment :**
The successful bidder shall pay the advance (including statutory taxes & duties, if applicable) within the period specified in the Sale Order. All the payments are to be deposited to CSTPS by DD/NEFT/RTGS within the period stipulated.
- **Service charges:**
Service charges payable to MSTC for sale/disposal of material effected through e-Auction. MSTC shall be entitled to a Service charge @2.25% (two point Twenty Five percent) on the net material value disposed (excluding duties and taxes) on the basis of actual sales realized.

19. Statutory Taxes & Duties:

The buyer shall be responsible to pay all the statutory taxes & duties at prevailing rate as declared by the respective State/ Central Government Authorities due in respect of this sale. If the buyer claims exemption / concession in the statutory taxes, he shall furnish the necessary declaration in that respect. The buyer shall have to pay the GST on sale price for the purchased quantity before depositing the balance sale amount. If MSPGCL allows the buyer to lift the Dry Fly Ash in multiple installments and make the payments accordingly, the statutory taxes in such cases shall be paid on the proportionate sale price of each installment along with payment of corresponding installment. The rate of applicable GST & duties shall be indicated against quantity in the list displayed on the e-auction site. However, statutory GST & duties shall be paid by the buyer at the rates applicable at the time of advance payment.

20. Receipt towards Payments made:

For all the payments received from successful bidders/ buyers, the Chief Engineer(O&M), CSTPS, Chandrapur shall issue formal receipts/ invoices to them. The buyers shall produce these receipts for verification as and when called upon to do so.

21. Conditions of Delivery:

1. Loading and delivery will be permitted as per practice followed at CSTPS, Chandrapur.
2. The Buyer shall remove Dry Fly Ash from the site of Unit-8&9, CSTPS, Chandrapur. The Buyer shall make his own arrangement for lifting, loading & transport. The Buyer shall not be entitled to claim any facility / assistance / transport from MSPGCL.
3. If the buyer wish to take delivery of the items purchased through his representative, he shall authorize his representative by a Letter of Authority which shall be presented to the Chief Engineer, CSTPS, Chandrapur.

4. The buyer has to maintain the delivery site clean and should not cause any damage to MSPGCL property; failing which he may have to face suspension of contract and/or forfeiture of security deposit.
22. Delivery of fly ash quantity shall be deemed to have completed only after issue of "No Objection/No Due/Completion Certificate" from the Chief Engineer (O&M), CSTPS, Chandrapur. In the event of any Dry Fly Ash qty. being found to be deficient in quantity, quality and weight from those stated in the list published on the website, the buyer shall have no claim against MSPGCL or MSTC nor shall the purchaser be entitled to seek any annulment of sale or claim for loss of profit, interest, damage or any other ground except for refund of a part purchaser's money for the quantitative shortages in delivery and he shall be bound to remove the same from the site as good purchased by him. The weighments indicated in the catalogue/list are tentative and no guarantees assured for the same. In case Dry Fly ash is sold on qty. basis, against which the tentative weight is also indicated, the buyer prior to commencing the delivery may request the concerned officer to allow him to lift the Dry fly ash by weight basis or by measure basis, even though he has bided on qty. basis and upon receipt of such a request from the bidder, the concerned officer may allow delivery accordingly. Once the permission to lift Dry fly ash on the qty. basis or on weighments/measurement basis is granted, the mode of delivery once accepted cannot be revived until completion of delivery and no complaint will be entertained in this regard.
23. The buyers shall abide by and will be responsible to follow all the Labor Laws in respect of persons engaged by them. MSPGCL shall not be responsible for any claims raised by their personnel in respect of the e-auctions.
24. All the judicial proceedings, if any, in respect of any dispute(s) arising out of the e-auction shall be subject to the jurisdiction of Courts in vicinity of CSTPS, Chandrapur.
25. **Working hours**: The delivery of fly ash will be given round the clock and as per instructions of engineer-in-charge.
26. **Cement companies/Authorized transporter/Bulk user shall ensure to take weighment of loaded bulker at weighbridge available at Unit-8&9 remote silo. If weighbridge is not in service or not available at Unit-8&9 remote silo then it will be the responsibility of Cement companies/Authorized transporter/Bulk user for taking weighment of loaded bulker at weighbridge available in transit route or weighbridge available at your end, on own cost. Cement company/Bulk user should certify monthly ash received at their site in the format given in Annexure-I and II.**
27. **The Cement companies/Authorized transporter/Bulk user agencies shall ensure ash loading in bulkers or closed body type vehicles etc. shall be done within RTO permissible capacity limit. They should follow all RTO norms, rules and regulations for engaged vehicles, drivers and cleaners.**
28. **The Cement companies/Authorized transporter/Bulk user agencies would be entirely responsible towards RTO for overloading of fly ash. CSTPS in any case will not be held responsible for the same.**
29. **The Cement companies/Authorized transporter/Bulk user agencies to ensure compliance of environment/ safety norms while loading, transportation and unloading of ash. The buyer shall take all the responsibility and shall ensure compliance with all the environment/safety/Govt. rules/norms etc. for such**

activities during transportation, unloading etc. CSTPS in any case will not be held responsible for the same.

30. The Cement Companies/ Authorized transporter/Bulk users shall ensure loaded ash bulker washing before exit from CSTPS Plant premises

31. Safety Requirements:

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

32. Suspension of supply:

1. The Supplier reserves the right to suspend and reinstate execution of the whole or any part of the supply with due notice.

1. The Supplier shall not be responsible for any liabilities for suspension of issue of fly ash or issue of reduce quantity of Fly Ash for any reason whatsoever.

33. In case of any dispute arising out of sale of Dry Fly Ash, Hon. CMD, Mahagenco will be the final authority.

34. Allotment of dry fly ash:

Based on the annual quantity bidded, the monthly quantity will be allocated to agency,

Bidder shall lift annual allotted quantity in 12 months (Monthly quantity=Total quantity/12). However, monthly quantity can be revised on either side after approval from Chief Engineer (O&M), CSTPS, Chandrapur.

35. MAHAGENCO reserves the right to terminate the sale orders allotted to any bidders with prior notice of 30 days without assigning any reason thereof.

**Chief Engineer (O&M),
CSTPS, Chandrapur**

ANNEXURE - A

Specimen of Bank Guarantee Form for Security Deposit against Contract for

Sale of Dry Fly Ash through e-Auctions

(Ref: Clause No. 9 of MSPGCL Conditions for e-auction Sale of Dry Fly Ash)

The Bank of _____ hereby agrees unequivocally and unconditionally to pay, at _____ within 48 hours, on demand in writing from the Maharashtra State Power Generation Co. Ltd. or any officer authorized by it in this behalf, of any amount up to and not exceeding Rs. _____/- (In words Rupees _____ only) to the said Maharashtra State Power Generation Co. Ltd. on behalf of M/s. _____ (name of the successful bidder/ purchaser) for sale/ purchase of Dry fly ash against order No. _____ dated _____ Extension order No. dtd. _____ total value of order is Rs. _____ . Extension order value is Rs. _____ .

This agreement shall be valid and binding on this Bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Bank or the firm of contractor or any other reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or knowledge or consent, by or between parties to the said within return contract. The validity of this Bank Guarantee will be extended by us for further period of _____, one month prior to expiry of its present validity period at the request of Maharashtra State Power Generation Co. Ltd.

In case of any dispute arising out of or in connection with the extension or encashment of Bank guarantee, the Court (s) in _____ will have jurisdiction.

Our liability under this Guarantee is restricted to Rs. _____. (In words Rupees _____ only). Our Guarantee shall remain in force until _____, unless a claim under the Guarantee is lodged with us within six months from aforesaid date, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all our liability there under.

Signature

For _____

Banker's Rubber seal

Terms & Conditions at a Glance

Sr. No.	Terms	Indicated by CE of Power Station
1	Security deposit	5 % of order value
2	EMD	Re 1 per MT
3	FLOOR PRICE	Rs. 100/-
4	INCREMENT	By Re. 1/-
5	Validity	Two year (With 10% rise/escalation in rate after completion of one year)
6	PENALTY CLAUSE	1) Rs. 25/- per MT for Un lifted qty. (Un lifted qty=80% of contracted /adjusted qty - actual qty lifted) Calculated at the end of every month.
7	ESTIMATED ANNUALQTY	9,00,000 MT

Annexure-I			
To, CHANDRAPUR SUPER THERMAL POWER STATION Maharashtra State Power Generation Company Limited Urja Bhavan, Urjanagar, Chandrapur - 442 404			
Daily Lifting Dry Fly ASH Summary by(Name of cement agency)			
Name of Lifting Agency :			Date: _____
Work order No: _____			
Sub: Transportation of dry fly ash From Unit-8&9, CSTPS Chandrapur			
DATE	No. of Bulker dispatched from CSTPS	No. of Bulker received at your end	Measured fly Ash Lifting Qty at your end (MT)
	Unit 8 & 9	Unit 8 & 9	Unit 8 & 9
01-Mar-26			
02-Mar-26			
03-Mar-26			
04-Mar-26			
05-Mar-26			
06-Mar-26			
07-Mar-26			
08-Mar-26			
09-Mar-26			
10-Mar-26			
11-Mar-26			
12-Mar-26			
13-Mar-26			
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21-Mar-26			
22-Mar-26			
23-Mar-26			
24-Mar-26			
25-Mar-26			
26-Mar-26			
27-Mar-26			
28-Mar-26			
29-Mar-26			
30-Mar-26			
31-Mar-26			
Total			
		Sign. of Cement Agency	

Annexure-II			
To, CHANDRAPUR SUPER THERMAL POWER STATION Maharashtra State Power Generation Company Limited Urja Bhavan, Urjanagar, Chandrapur - 442 404			
Daily Lifting Dry Fly ASH Summary by(Name of cement agency)			
Name of Lifting Agency :			Date: _____
Work order No: _____			
Sub: Transportation of dry fly ash From Unit-8&9, CSTPS Chandrapur			
DATE	Vehicle No.	Bill T No. (From CSTPS)	Weighment At Your End (MT)
01-03-2026			
02-03-2026			
03-03-2026			
04-03-2026			
05-03-2026			
06-03-2026			
07-03-2026			
08-03-2026			
09-03-2026			
10-03-2026			
11-03-2026			
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24-03-2026			
25-03-2026			
26-03-2026			
27-03-2026			
28-03-2026			
29-03-2026			
30-03-2026			
31-03-2026			
Total			
		Sign. of Cement Agency	