

## **TERMS AND CONDITIONS FOR SALE OF 20% POND ASH AT NASHIK TPS**

### **1. Qualifying requirements:**

**A:** Project affected/land affected agencies/persons:

1. Rate of Pond Ash: Rs. 100/ MT (exclusive of taxes).
2. Quantity available for allocated: 1,50,000 MT Pond Ash
3. Weighment of vehicles shall be done by weighing machine at specified place as per rule.
4. Project affected/Land affected agencies/persons should have valid certificate.
4. Project affected/Land affected agencies/persons who have own Vehicles/Trucks shall be made eligible.
5. Only one (1) Poclain machine shall allow to deploy for pond ash lifting for the above allocated quantity and security deposit would be Rs.10,00,000/- like existing agencies.
6. Bidder who is already lifting pond ash/working against previous E-auction shall not be considered eligible for this allocated quantity.

**B:** Local Brick Manufacturers:

1. Rate of Pond Ash: Rs. 100/ MT (exclusive of taxes).
2. Quantity available for allocated: 1,50,000 MT Pond Ash
3. Weighment of vehicles shall be done by weighing machine at specified place as per rule.
4. Valid Consent to operate certificate from MPCB/CPCB for the Business. If bidder is red brick manufacturer then valid NA certificate for the Business issued by appropriate Government authority (Nashik District).
5. GST Certificate of Business.
6. DIC Certificate or Udyog Adhar or Permission from relevant government office for Business.
7. NOC from Grampanchyayat/Municipality/Municipal Corporation.
8. Only one (1) Poclain machine shall allow to deploy for pond ash lifting for the above allocated quantity and security deposit would be Rs.10,00,000/- like existing agencies.
9. Bidder who is already lifting pond ash/working against previous E-auction shall not be considered eligible for this allocated quantity.

**\*\*Above documents to be submitted at Office of Chief Engineer, Nashik TPS, Eklahare in a closed envelope with subject mentioned on the envelope is "Documents against advertisement for Sale of Pond Ash for Project affected/Land affected agencies/persons or Local Brick Manufacturers at Nashik TPS".**

## **2. Scope of work:**

1. All Machines (if applicable)/Trucks/Vehicles shall have valid RTO registration.
2. Scientific excavation/utilization of pond ash from ash so as to avoid formation of water bodies in bund.
3. Loading of trucks/bulkers/vehicles with pond ash along with proper tarpaulin as to avoid spillage of pond ash on road.
4. Deployment of engaged labours as well as proper security guard for execution of the assigned work.
5. Assistance in Proper movement of vehicles (Bulkers, trucks, tractors etc) in and out of the ash bund of TPS. Agency is solely responsible for proper traffic control to avoid inconvenience to other general public on road at entry & exit points of Ash bund at Nashik TPS.
6. Compliance of all pollution norms as prescribed by MPCB/CPCH/RTO/MoEF etc. as far as loading (if applicable) and transportation of pond ash is concerned, If any damages happens to MAHAGENCO properties, agency shall be held wholly responsible for the same and damages will be recovered from the agency from any dues i.e. Advance payment and Security Deposit. If the loss/damages occurred to MAHAGENCO is more than the available amount with NTPS, the same shall be paid by agency.
7. Mahagenco reserves the right to recover all the amounts of penalties & charges or any other recovery under this contract or any other contract /arrangement with Mahagenco from the bills payable or Security Deposited under this contract.
8. Weekly cleaning of spilled ash on ash bund approach roads.
9. Proper monitoring and keeping watch round the clock (24\*7) at ash bund so as to avoid any malpractices.
10. Maintaining record of the pond ash lifting vehicles on daily basis with details such as:
  - i. Name of agency
  - ii. Vehicle/truck No
  - iii. Capacity of vehicle/truck/bulker (MT)
  - iv. Pond ash lifted quantity (MT)
  - v. Payment mode: NEFT/RTGS/online etc.
11. Submission of pond ash lifting record containing all details mentioned at Sr.No.4 to TPS on daily basis

12. To sprinkle water on approach roads and in ash bund as per the instructions received from TPS officials.
13. Patrolling of ash bund to prevent theft of material and inform the same to security of TPS immediately if any such incidence happens.
14. Prevention of excavation of pond ash by unauthorized agencies/persons.
15. Developing Ash bund surrounding area by means of Tree plantation, gardening etc
16. In one year maximum 20 trips for spraying of water will be instructed by TPS as per requirement. The bidder has to make its own arrangements for spraying of water.
17. Pond ash management work will be awarded to bidders in following ways :  
In case bidders are more, then the available quantity to be distributed uniformly among the eligible bidders.
18. MAHAGENCO has rights to change the quantity and allotment of pond ash.
19. Maintenance and repair of roads shall be in the scope of agency after the placement of order.
20. Agency shall be solely responsible for any accident loss/damages caused to any person.
21. Nashik TPS MSPGCL has all the rights to close or open the ash bund, If such situations arise due to unavoidable incidents, if any. No claims for that shall be entertained by MSPGCL at any stage and no correspondence will be made in this regards.
22. The locations in the pond area for loading/ digging of pond ash will be 50.00 mtrs. away from the Bank of the Bund inside the bund area and wells. Agency should excavate the ash in the pond area without disturbing the existing ash slurry disposal pipe-lines, agency have to leave 50.00 mtrs. distance on either sides of the ash slurry disposal pine -line for the day to day maintenance work of pipe lines. Agency shall lift the pond ash from the designated area only.
23. If agency has not followed any above conditions. It may lead to cancellation of permission for work of lifting of ash to agency. In such case, the defaulter's Bank Guarantee/ Security deposit shall also be forfeited and no argument shall be entertained in this regard. Any change in MoEF and CC notification / Hon. Court order will be binding on agency. The award of contract to successful bidder can be cancelled at any time with/ without intimation or notice and all

rights reserved with Mahagenco regarding continuation/cancellation of this contract without assigning any reason thereof.

### **3. Terms & Conditions:**

- 1) Contract period:- One year from the date of issue of order.
- 2) Security Deposit:- Rs. 1 Lakh
- 3) Taxes and Duties: Any taxes due in respect of this auction under any law for time being in force shall be payable to NTPS, MSPGCL by you at current rate.
- 4) Income Tax (TCS): Income tax along with Surcharge thereon will be charged as per prevailing rate & education cess as applicable.
- 5) Any change in tax structure, additional taxes imposed by Govt. as applicable at the time of delivery will be borne by you.
- 6) Nashik TPS MSPGCL has all the rights to close or open the ash bund, If such situations arise due to unavoidable incidents, if any. No claims for that shall be entertained by MSPGCL at any stage and no correspondence will be made in this regards.
- 7) Subletting of order/contract shall not allowed.
- 8) The locations in the pond area for loading/ digging of pond ash will be 50.00 mtrs. away from the Bank of the Bund inside the bund area and wells. Agency should excavate the ash in the pond area without disturbing the existing ash slurry disposal pipe-lines, agency have to leave 50.00 mtrs. distance on either sides of the ash slurry disposal pine –line for the day to day maintenance work of pipe lines. Accordingly, Ash bund demarcation shall be done by NTPS from inside of ash bund for proper ash lifting. Agency shall lift the pond ash from the designated area only as above in day time i.e. 7:00 AM to 4:00 PM only. No vehicles shall be allowed in/out after above mentioned timings.
- 9) If agency has not followed any above conditions. It may lead to cancellation of permission for work of lifting of ash to agency. In such case, the defaulter's Bank Guarantee/ Security deposit shall also be forfeited and no argument shall be entertained in this regard. Any change in MoEF and CC notification / Hon. Court order will be binding on agency.

**Chief Engineer**  
**Nashik TPS: Eklahare**