

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

### **A. 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: 50,000 MT Pond Ash
3. Weighment of vehicles shall be done by weighing machine at specified place as per rule.
4. Bidder should have PAN, AADHAR and GST certificate of business.
5. All vehicles (owned/hired) submitted by agency shall have valid RTO registration.
6. Person/Agency should submit valid certificate of project affected/land affected due to Nashik TPS.
7. Bidder should have at least one JCB/Pock lain machines(owned/hired), one water tanker of minimum 20,000-liter capacity(owned/hired), one four-wheeler vehicle for patrolling.
8. The lead bidder may form consortium with max. 3 no of other agencies to fulfill qualifying criteria.
9. A bidder who is already lifting Fly Ash/pond ash/working against previous E auction/Advertisement shall not be considered eligible for this allocated quantity or Bidder should surrender their previous orders to get pond ash from this quota.

#### **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. Bidder should have PAN, AADHAR and GST certificate of business.
5. DIC Certificate or Udyog Adhar or Permission from relevant government office for Business.
6. All vehicles(owned/hired) submitted by agency shall have valid RTO registration.
7. The lead bidder may form consortium with max. 3 no of other agencies to fulfill qualifying criteria.
8. Bidder should have at least one JCB/Pock lain machines(owned/hired), one water tanker of minimum 20,000-liter capacity(owned/hired), one four-wheeler vehicle for patrolling.
9. NOC from Gram panchayat/Municipality/Municipal Corporation.

10. The Bidder who is already lifting Fly Ash/pond ash/working against previous E-auction/Advertisement shall not be considered eligible for this allocated quantity or Bidder should surrender their previous orders to get pond ash from this quota.

**Note:**

**1. Quantity allocation rights are reserved to MSPGCL.**

2. 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**”.

3. All documents should be Self attested Xerox Copies and Quality of Copies should be good & readable, otherwise not considered for bid.

4. EMD should be paid before the last submission date and details of same should be enclosed with application. Bank Details are given below.

**Scope of work:**

1. Deployment of at least one JCB/Pock lain machines(owned/hired), one water tanker of minimum 20,000-liter capacity(owned/hired), one four-wheeler vehicle for patrolling. All Machines (if applicable)/Trucks/Vehicles shall have valid RTO registration.
2. Scientific excavation/utilization of pond ash from ash 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 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.10 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. It is compulsory to collect, carry & submit all authentic documents with vehicle like Gate pass, Receipt of weighment etc.
15. Prevention of excavation of pond ash by unauthorized agencies/persons. If any unauthorized agency/person is found doing the unauthorized work & if any unauthorised vehicle is found without a gate pass or permit to lift the pond ash (i.e. theft of pond ash) at that time the same sale order will be terminated.
16. Developing Ash bund surrounding area by means of Tree plantation, gardening etc
17. Maintenance and repair of roads shall be in the scope of agency.
18. The Agency shall be solely responsible for any accident loss/damage caused to any person.
19. Nashik TPS MSPGCL has all the rights to close or open the ash bund, if such situations arise due to unavoidable incidents, no claims for that shall be entertained by MSPGCL at any stage and no correspondence will be made in this regard.
20. The location 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 pipelines, agency must leave 50.00 mtrs. distance on either side of the ash slurry disposal pipeline for the day-to-day maintenance work of pipelines. Agency shall lift the pond ash from the designated area only as above in daytime i.e. 6:00 AM to 6:00 PM only. No vehicles shall be allowed in/out after above mentioned timings.
21. If the agency has not followed any of the 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.

### **Terms & Conditions:**

1. **Contract period:** - One year from the date of issue of order
2. Detail pond ash lifting schedule will be provided to you by this office & the same will be part of this contract (sale order).
3. **Security Deposit:** - **Rs. 1 Lakh**

4. **Even if agency/person is given this order as project affected person, he is not eligible to claim any right in relation to employment as PAP in MAHAGENCO.**
5. **Penalty:** - If agency fails to lift 80% of allotted quantity of pond ash as per schedule as above, Penalty for Short Lifting @ of Rs.10/MT for non-lifted quantity to be calculated & deducted from advance payment on quarterly.
6. Agency shall have to dispose of 50% of monthly allotted quantity given by TPS consecutively for the period of three months, failing which his order will be terminated & the same quantity shall be offered to other successful bidders as per ranking.
7. **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.
8. **Income Tax (TCS):** Income tax along with Surcharge thereon will be charged as per prevailing rate & education cess as applicable.
9. Any change in tax structure, additional taxes imposed by Govt. as applicable at the time of delivery will be borne by you.
10. Subletting of order/contract shall not allowed.

Thanking You,

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

## **NTPS BANK DETAILS FOR NEFT/RTGS**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
<b>1</b>	<b>Name of the Firm/Claimant</b>	<b>Chief Engineer, M.S.P.G.C.L NTPS Nasik</b>
<b>2</b>	<b>Name and Address of the Office</b>	<b>Office of the Chief Engineer (O&amp;M), NTPS Eklahare</b>
<b>3</b>	<b>Bank Account Number</b>	<b>39740806510</b>
<b>4</b>	<b>Type of bank Account</b>	<b>Current A/c</b>
<b>5</b>	<b>Name of the Bank</b>	<b>State Bank of India</b>
<b>6</b>	<b>Name and Address of Branch of the Bank</b>	<b>Sagar Heritage, Opp. Saint Philomina high School, Kala Nagar, Jail Road, Nashik</b>
<b>7</b>	<b>Branch Code of the Bank</b>	<b>12210</b>
<b>8</b>	<b>IFSC Code Number</b>	<b>SBIN0012210</b>
<b>9</b>	<b>MICR Number</b>	<b>422002021</b>
<b>10</b>	<b>GST NO</b>	<b>27AAECM2935R1ZV</b>
<b>11</b>	<b>PAN NO</b>	<b>AAECM2935R</b>
<b>12</b>	<b>TAN</b>	<b>NSKC00075F</b>
<b>13</b>	<b>PTRC NO</b>	<b>27265251191</b>
<b>14</b>	<b>Contact No</b>	<b>0253 - 2810291 - 99 (2284)</b>