



Basic Details

Organisation Chain	Department of Heavy Industry NEPA Limited-MHIPE		
Tender Reference Number	SALE OF FLY ASH FORM ASH POND		
Tender ID	2026_DHI_902612_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Sale
Tender Category	Goods	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	Direct Credit
	2	Demand Draft
	3	R-T-G-S
	4	NEFT
	5	Bank Guarantee

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	SALE OF FLY ASH FORM ASH POND
2	Finance	.xls	SALE OF FLY ASH FORM ASH POND

Tender Fee Details, [Total Fee in ₹ * - 500]

Tender Fee in ₹	500	Fee Payable To	NEPA LIMITED	Fee Payable At	NEPANAGAR
Tender Fee Exemption Allowed	Yes				

EMD Fee Details

EMD Amount in ₹	1,00,000	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	NEPA LIMITED	EMD Payable At	NEPANAGAR

[Click to view modification history](#)

Work / Item(s)

Title	SALE OF FLY ASH FORM ASH POND				
Work Description	SALE OF FLY ASH FORM ASH POND				
Pre Qualification Details	as per tender				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	1	Product Category	Miscellaneous Goods	Sub category	SALE OF FLY ASH FORM ASH POND
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work(Days)	180
Location	Administrative Building Nepa Limited Nepanagar	Pincode	450221	Pre Bid Meeting Place	Administrative Building Nepa Limited Nepanagar
Pre Bid Meeting Address	Administrative Building Nepa Limited Nepanagar	Pre Bid Meeting Date	19-Mar-2026 11:00 AM	Bid Opening Place	Administrative Building Nepa Limited Nepanagar
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	14-Mar-2026 04:40 PM	Bid Opening Date	25-Mar-2026 03:00 PM
Document Download / Sale Start Date	14-Mar-2026 04:45 PM	Document Download / Sale End Date	23-Mar-2026 03:00 PM

Clarification Start Date	14-Mar-2026 04:50 PM	Clarification End Date	23-Mar-2026 11:00 AM
Bid Submission Start Date	14-Mar-2026 04:55 PM	Bid Submission End Date	23-Mar-2026 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
		1	Tendernotice_1.pdf	SALE OF FLY ASH FORM ASH POND

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
		1	Additional Documents	BOQFORFLYASH.xls	SALE OF FLY ASH FORM ASH POND

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	gmpw@nepamills.nic.in	Alopi Shukla	Alopi Prasad Shukla
2.	mfin@nepamills.nic.in	Vikas Reddy	Vikas Reddy
3.	commercial@nepamills.nic.in	RAJENDRA JADHAV	Sunil Kumar Kulthe

GeMARPTS Details

GeMARPTS ID	4OEC0B8M03FO
Description	SALE OF FLY ASH FORM ASH POND
Report Initiated On	14-Mar-2026
Valid Until	13-Apr-2026

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	NIL	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	NIL	Form Based BoQ	No

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	HOD Commercial
Address	Administrative Building Nepa Limited Neapanagar

Tender Creator Details

Created By	RAJENDRA JADHAV
Designation	MANAGER COMMERCIAL
Created Date	14-Mar-2026 04:20 PM

**NEPA LIMITED,
(A GOVERNMENT OF INDIA)
NEPANAGAR,
BURHANPUR DISTRICT,
M. P. - 450221 (INDIA)
COMMERCIAL DEPARTMENT
Phone - + 91-7325 222242
Fax - + 91-7325 222174**

e-TENDER Notice

**Sale of Fly ash including Lifting, Stowing, Transportation from Ash Pond of
12.27 MW Coal based Thermal Power plant.**

REF NO. : NEPA/ENV/ASH DISPOSAL/2024-25

e-Tender Portal : <http://eprocure.gov.in> and www.nepamills.co.in

1	GEM Availability Report I'd	
2	e-Bid reference NO.:	NEPA/ENV/ASH DISPOSAL/2024-25
3	MODE OF TENDER:	e-TENDER THROUGH NIC/CPP PORTAL
4	DUE DATE & TIME FOR SUBMISSION OF REQUIRED INFORMATION AND DOCUMENTS TO NEPA LIMITED, NEPANAGAR.	UPTO 15.00 Hrs. IST ON 23.03.2026
5	SCHEDULE FOR SUBMISSION OF ON-LINE TECHNO-COMMERCIAL BID & PRICE BID at https://www.eprocure.gov.in/ Hardcopies may also be allowed	UPTO 15.00 Hrs. ON 23.03.2026 www.eprocure.gov.in/ Hardcopies may also be allowed
6	DUE DATE & TIME OF OPENING OF PART-I i.e. TECHNO-COMMERCIAL BID: THE DATE OF OPENING OF PRICE BID FOR ELIGIBLE VENDORS WILL BE INTIMATED SEPARATELY.	ON 25.03.2026 AT 15.00 Hrs.
7	EMD	Rs. 1,00,000
8	Tender cost	Rs. 500/-

NEPA LIMITED,
(A GOVERNMENT OF INDIA ENTERPRISE)
NEPANAGAR,
BURHANPUR DISTRICT,
M. P. - 450221 (INDIA)
MARKETING DEPARTMENT
Phone - + 91-7325 222242
Fax - + 91-7325 222744
e-TENDER NOTICE FOR

Sale of Fly ash including Lifting, Stowing, Transportation from Ash Pond of 12.27 MW Coal based Thermal Power plant.

REF NO- TENDER NO. NEPA/ENV/ASH DISPOSAL/2024-25

DUE ON 23.03.2025

INTERESTED BUYER ARE REQUESTED TO QUOTE THEIR RATES FOR BUY OF FLY ASH INCLUDING LIFTING, STOWING, TRANSPORTATION FROM ASH POND OF 12.27 MW COAL BASED THERMAL POWER PLANT INCLUSIVE ALL i.e., GST AND ANY APPLICABLE CHARGES OUR ENCLOSED TERMS AND CONDITION IN e-TENDER No. NEPA/ENV/ASH DISPOSAL/2024-25 due on 28.04.2025.

TENDER DOCUMENT AND RELATED TERMS AND CONDITIONS CAN BE EASILY DOWN-LOADED FROM OUR WEBSITES
www.nepamills.co.in, www.eprocure.gov.in

NB:-

1. BIDDERS ARE REQUIRED TO ENROLL ON THE E-PROCUREMENT MODULE OF THE CENTRAL PUBLIC PROCUREMENT PORTAL (URL: [HTTPS://EPROCURE.GOV.IN/EPROCURE/APP](https://eprocure.gov.in/eprocure/app)) BY CLICKING ON THE LINK "**CLICKHERE TO ENROLL**" ON THE CPP PORTAL IS FREE OF CHARGE.
2. NEW SUPPLIERS MAY PLEASE SUBMIT VENDOR REGISTRATION FORM AVAILABLE AT VENDOR REGISTRATION LINK ON www.nepamills.co.in WITH REGISTRATION FEE AS EARLY AS POSSIBLE BUT BEFORE THE PLACEMENT OF PURCHASE ORDER.

ANY QUERIES RELATING TO THE PROCESS OF ONLINE BID SUBMISSION OR QUERIES RELATING TO CPP PORTAL IN GENERAL MAY BE DIRECTED TO THE 24X7 CPP PORTAL HELPDESK. THE CONTACT NUMBER FOR THE HELPDESK IS 1800 233 7315.

DGM(W&C)

INTERESTED BUYER ARE REQUESTED TO QUOTE THEIR RATES FOR BUY OF FLY ASH INCLUDING LIFTING, STOWING, TRANSPORTATION FROM ASH POND OF 12.27 MW COAL BASED THERMAL POWER PLANT INCLUSIVE ALL i.e GST and any applicable charges ON OUR ENCLOSED TERMS AND CONDITION ON OR BEFORE **28.04.2025** at 15.00 hrs.

Tenderer(s) to submit their offer as below:

Technical, Commercial & Price Bid: Vendors are to submit techno-commercial bid & Price Bid **on line.**

Requirements for Vendors

P.C. / LAPTOP connected with internet, Registration with CPP portal <https://eprocure.gov.in>. Registration is free of cost. The vendor should possess a Class III digital certificate with encryption certificate. **Vendors are to make their own arrangement for bidding from a P.C. connected with internet. NEPA in no way responsible for this.** (Bids will not be recorded without Digital Signature with encryption certificate). In case of any clarification please contact M (Comm) Nepa Ltd., before the schedule time of the e-bidding.

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click **here to Enroll**" on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address **and** mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sift' / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable **and** enter details of the instrument:-EMD APPLICABLE.
4. Bidder should prepare the PBG as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected, **EMD APPLICABLE; HOWEVER PBG 3% OF THE CONTRACT VALUE SHALL BE SUBMITTED BY THE SUCCESSFUL BIDDER WITHIN 15 DAYS FROM DATE OF AWARD OF CONTRACT.**
5. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details(such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and Conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

Tips to bidders

A. Enrollment process in the Tender site.

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/e-procure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

B. Tender search

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Favorites' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk. e-Procurement (GePNIC)

C. Preparation of bids

1. Make folders with the name of the tender number so as to identify the folders easily during the bid document uploading.
2. File and Folder name should not contain any special characters (&, #, etc) or space in between.
3. Download the tender document, NIT, BOQ of the required tender in that folder.
4. Scan the EMD fee instruments/ Tender fee instruments for offline payments if any:- **EMD APPLICABLE**

5. In the case of offline payment, the details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
6. Scan and keep ready Pre qualification documents like life certificates, PAN etc if any
7. Prepare the technical bid document and then convert into PDF
8. Prepare the BOQ i.e. fill up required figures in the downloaded XLS document. The BOQ file with the same name has to be uploaded while uploading the financial bids. If there is any change in Name it may not get uploaded or give an error.
9. Keep all the documents in the same folder for the easy bid document upload.
10. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. It will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date. For any clarifications with the TIA, the bid no can be used as a reference.

D. Submission of bids

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender e-Procurement (GePNIC) Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected. **EMD APPLICABLE**
4. If a standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
5. The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
7. Any document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid-openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings. e-Procurement (GePNIC).

E. Password maintenance

1. The length of the password should be of 8 to 32 characters.
2. The password should be of any *English lowercase and uppercase (a-z and A-Z)* characters.
3. The password must contain at least one number between 0-9.
4. The password must contain at least one special character from these [! @ # \$ ^ * _ ~]
5. Sample password is just like Admin123\$, India2000#, etc.

F. About DSC

1. Digital Signature Certificates (DSC) is the digital equivalent (that is electronic format) of physical paper certificates.
2. Like physical documents are signed manually, electronic documents, for example e-forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.
3. Bidders have to procure **Class 3 signing certificates** only. Only Class 3 is valid for e-tendering purpose.
4. The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one or two years. The maximum period for which the DSC is issued is only two years. On the expiry of the term, the Digital Signature Certificate can be revalidated by paying the fees again.
5. Digital Signatures are legally admissible in a Court of Law, as provided under the provisions of IT.
6. Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example the Director or the Authorized signatory signing on behalf of the Company requires a DSC. e-Procurement (GePNIC)
7. Each user logs in to the tender site thro' the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if successively wrong password is given many times.

G. DSC providers for Private firms

A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means the authority that has been granted a license to issue a digital signature certificate under

Section 24 of the Indian IT-Act 2000.

1. The vendors like TCS (www.tcs-ca.tcs.co.in), Sify, MTNL, nCode (dsc@ncodesolutions.com), e-Mudhra (www.e-mudhra.com) are issuing DSC's for bidders.
2. The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

H. Advantage of "My Space" on CPP Portal

1. The bidder can upload Non Sensitive documents prior at any point of time once he logs in to the application. These are not encrypted.
2. The can be anything like PAN Certificate, VAT Certificate, Equipment Details, Manpower Details, Copies of Balance Sheet of last few years, Details of quantity of work executed etc.
3. In some cases the TIA might have uploaded a format while in many cases it may just be a scanned copy of the original which needs to be uploaded.
4. This will avoid repeated upload of common documents and also save space and time.

I. System requirements

1. Windows XP with latest service pack
 2. Loaded IE 7.0 or above
 3. Loaded JRE 1.6 or above
 4. Antivirus Software with latest definition.
 5. Internet connectivity
 6. Scanner to scan the documents if required
 7. Printer and PDF Creator.
- e-Procurement (GePNIC)

J. Assistance to Bidders

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

DGM(W&C)



NEPA LIMITED

NEPANAGAR, MADHYA PRADESH

TENDER FOR

**Sale of Fly ash including Lifting, Stowing, Transportation from Ash Pond of
12.27 MW Coal based Thermal Power plant of NEPA Limited Nepanagar MP**

NEPA REF. NO – NEPA/ENV/ASH DISPOSAL/2025-26

NEPA LIMITED

(A Govt. of India Undertaking)

Nepanagar, District Burhanpur, Madhya Pradesh State, Pincode-450221.

CIN: U21012MP1947GOI000636

Phone: 07325-222269

www.nepamills.co.in, e-mail: - works@nepamills.nic.in, transport@nepamills.nic.in



NEPA LIMITED

(A Govt. of India Undertaking)

**Nepanagar, District Burhanpur, Madhya Pradesh State, India, 450221,
CIN: U21012MP1947GOI000636**

1. Notice Inviting Tender (NIT)

NEPA Limited (A Government of India Undertaking) invites bids **through Central Public Procurement Portal (CPP Portal - <https://eprocure.gov.in>)** under **Single Stage, Two-Bid System (Techno-Commercial & Price)** from eligible and experienced bidders for **Sale of Fly Ash (Pond Ash)** including lifting, stowing and transportation from Ash Pond of NEPA Limited, Nepanagar, Madhya Pradesh.

Mode of Tender:

- **Online e-Tender through CPP Portal**
- **Offline submission of bids is also permitted** as per Clause 2.6 of ITB

Tender No. & Date	Description of Work	EMD/Bid Security	Tender Document Cost
NEPA/Env/Ash disposal/ 2025-26	Sale of Fly ash including Lifting, stowing, Transportation from Ash Pond	Rs. 1,00,000/- (Rs. One Lakh)	Rs. 500/-

NEPA reserves its right, at its discretion, to modify or to cancel the tender without assigning any reasons whatsoever. For further amendments in the tender documents required in future (if any), the same shall be hosted on the websites only.

FOR NEPA LIMITED

**Deputy General Manager
(Works & Comm.)**

2. (A) DOCUMENT CONTROL SHEET

Tender Number	NEPA/Env/Ash disposal/ 2025-26
Price of the tender Documents	Rs. 500/-
Type of Tender (Two Bid)	Two bids: Part 1 -Technical & un-pricedcommercial bid, Part 2- Price Bid
Date of commencement of Sale of tenderdocument	As per Work order
Pre-Bid Conference	As per tender
Place of Pre-Bid Conference	Nepa Limited, Nepanagar Burhanpur District, MP – 450221Phone: 07325- 222269
Last Date and time of Sale of tender document	As per Tender
Closing date and time for receipt of tenders	As per tender
Place of receipt of Tenders.	Nepa Ltd, Nepanagar Distt- Burhanpur Pin-450221, M. P
Time and date of opening of tenders	AS per tender
Place of opening of Tenders	Administrative BuildingNepa Limited, Nepanagar Distt- Burhanpur Pin-450221, M.P
Nominated Official to receive the Tender	Deputy General Manager (Works) Nepa Ltd Nepanagar (M.P.) PIN – 450221 Phone No. 07325-222173 Email id - works@nepamills.nic.in

Note: Change in the above dates if any may be notified on our website. Please visit our website regularly

2.(B) INTRODUCTION:

Nepa Limited (Nepa), Neapanagar is a Public Sector Undertaking (PSU) under the jurisdiction of Department of Heavy Industry (DHI), Ministry of Heavy Industries and Public Enterprises, Government of India (GoI). It is the pioneer newsprint Company of India located centrally at Neapanagar, Distt. Burhanpur in Madhya Pradesh. At present Nepa Limited is manufacturing Newsprint and writing & printing paper. For this power & steam are required.

In order to fulfill the power & steam requirement, we are having a captive power plant with 85 TPH AFBC Boiler & 12.27 MW TG set. Fuel used in our boiler is coal having ash 30-40%. Daily consumption of coal in full load condition of Boiler is about 400 MT & ASH generation is about 120 MT per day. For this generated fly ash we are having a pneumatic ash handling system to convey the boiler ash to ash silo having capacity of 300 MT. There are three arrangements for fly ash discharge from Silo.

Slurry system: Ash can be transferred to ash pond through a slurry system. Slurry system is having ASH Rotary Air Valve (RAV), mixing nozzle, slurry pump, HP water pump, HP water tank, ash pond & return water pump. Ash discharged from silo through RAV mixed with HP water in mixing nozzle & collected in ash slurry tank. The ash slurry is then pumped into the ash pond. The ash is collected in ash pond separated water get accumulated in return water tank from where the return water is pumped to HP water tank.

Ash conditioner system: Ash from silo discharged to ash conditioner through ash RAV. In the ash conditioner water is sprayed through spray nozzle to moist the ash. The moist ash then discharged to dumper/ truck or tractor for disposal.

Telescopic system: Dry ash can be discharged to ash capsule container by telescopic chute system.

3.0 INSTRUCTIONS TO BIDDERS (ITB)

3.1 Availability of Tender on CPP Portal

The complete Tender Document shall be available on the Central Public Procurement Portal (CPP Portal). Bidders are required to regularly visit the CPP Portal for updates, corrigenda, amendments and addenda.

3.2 Mode of Bid Submission – Online & Offline

(a) Online Submission (CPP Portal)

Bidders may submit their bids electronically through the CPP Portal in two separate covers:

- **Cover-I:** Techno-Commercial Bid
- **Cover-II:** Price Bid

All documents shall be digitally signed and uploaded as per CPP Portal guidelines.

(b) Offline Submission (Physical Bid) – Permitted

In addition to online submission, **offline bids shall also be accepted.** Bidders opting for offline submission shall submit **sealed envelopes** as under:

- **Envelope-1:** Techno-Commercial Bid (with EMD & Tender Fee receipt)
- **Envelope-2:** Price Bid

Both envelopes shall be sealed separately and placed inside one outer sealed envelope clearly superscripted with:

“Tender for Sale of Fly Ash – NEPA/Env/Ash Disposal/2025–26 – Do Not Open Before Due Date”

Offline bids shall be submitted at:

Office of Deputy General Manager (Works), NEPA Limited, Nepanagar – 450221 (M.P.)

3.3 Validity of Bids

Bids submitted either online or offline shall be treated at par and evaluated using the same criteria. In case of any discrepancy, online bid data uploaded on CPP Portal shall prevail.

3.4 Earnest Money Deposit (EMD)

EMD of ₹1,00,000/- shall be submitted through DD / NEFT / RTGS in favour of **NEPA Limited**.

Bids without EMD shall be rejected.

The bidder/ tenderer shall submit, earnest money deposit (EMD) of the amount (as mentioned in the tender document) along with the tender document. The earnest money is required to protect NEPA against the risk of the bidder/ tenderer's unwarranted conduct. No interest will be payable on the said deposit. Bid without EMD will not be considered. EMD shall be furnished by means of a Demand Draft or NEFT/RTGS drawn in favour of NEPA LIMITED,

CURRENT ACCOUNT NO	: 951820110000133
BANK NAME	: BANK OF INDIA
BRANCH	: NEPANAGAR
IFSC CODE	: BKID0009518
BRANCH CODE	: 009518

3.5 Refund of EMD

Refund to unsuccessful bidders within one month of finalization of tender.

3.6 Clarifications & Corrigenda

All corrigenda, amendments and clarifications shall be published on CPP Portal only. NEPA shall not be responsible for non-awareness of bidders.

4.0 BID SUBMISSION FORMS

The bidder shall submit duly signed and stamped:

- Covering Letter
- Techno-Commercial Bid
- Price Bid (Annexure-1)
- Declarations, Undertakings and Affidavits

5.0 ELIGIBILITY & PRE-QUALIFICATION CRITERIA (PQC)

5.1 Technical Eligibility

Bidder shall satisfy **any one** of the following:

- Operational manufacturing facility utilizing fly ash,
or
- Valid construction / supply contract specifying fly ash utilization,
or

- Proven experience in purchase, handling, transportation and eco-friendly utilization/ disposal of fly ash.

5.2 Bidder meeting criteria should substantiate experience of handling at least one such bulk material contract involving dispatch Coal Cinder /Fly Ash / Pond Ash or any similar items in bulk quantity (10,000 MT or more). The bidder shall have to submit documentary evidence for the same.

5.3 Financial Eligibility

- Bidder should not have incurred losses in more than two years during last five financial years.
- Audited balance sheets for last three years to be submitted.

5.4 Statutory & Legal

- Not blacklisted / debarred by GoI / PSU / RBI during last five years.(Refer Annexure-6)
- Valid PAN, GST, Labour License.

5.5 Offer validity :- offer validity should not 180 days.

5.6 DOCUMENTS TO BE SUBMITTED IN SUPPORT OF PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

The following documents should be submitted by the bidder to prove the pre-qualification criteria.

Bidder's Profile, Company Registration, Bank Account etc.

Customer Certificate/documentary evidence in support of technical pre-qualification criteria mentioned above duly certified by authorized signatory.

Customer Certificate/documentary evidence (copy of work order/agreement and work completion certificate issued by competent authority of the customer) in support of Financial Pre-qualification criteria mentioned above duly certified by authorized signatory.

Certified Copy of Audited Balance Sheet and Profit and loss account for the last 3 (three) Financial Years.

Declaration that the bidder has not been blacklisted/debarred by Government of India/Reserve Bank of India /any PSU during last five years duly signed by authorized signatory.

Declaration that the bidder is competent and legally authorized to submit the tender and/or enter the legally binding contract.

Format for declaration of Intended Quantity and refraining for bidding in excess. Compliance Format (Annexure-4) of the tender document.

- a) Copies of TIN, PAN GST Reg. no. as applicable shall be submitted along with technical bid.
- b) Copy of valid labour license also to be submitted.

5.4 Any other relevant document the bidder wishes to submit.

Additional/Supplementary information or documentation regarding pre-qualifications not specified above or elsewhere in this tender may be sought from the Bidder at any time and must be so provided within a reasonable time frame as stipulated by NEPA.

The bidders shall give written confirmation for fully understanding the scope:

NOTE: 1) Bidders who do not meet the above criteria shall not be evaluated further in the bidding process. A Bidder shall be disqualified if it is determined by the NEPA at any stage of bidding process that the Bidder has made misleading or false/fake representation in the form, statements, and attachments in the proof of the qualification requirements. The bidder shall also be disqualified if it fails to continue to satisfy the Qualifying Criteria during any stage of the evaluation process.

NOTE: 2) Both technical & financial parameters shall form part of the total qualification requirement.

6.0 SCOPE OF WORK / TECHNICAL SPECIFICATIONS

6.1 Scope

- Lifting of Fly Ash / Pond Ash from NEPA Ash Pond using mechanized means.
- All the mechanisms for lifting & shifting are in the scope of vendor.
- Transportation by road in Covered Dumper/covered trucks/bulkers (**≤ 60 MT capacity**).
- Environmentally compliant unloading, storage and end utilization.

6.2 Quantity

- Total estimated quantity: 23,000 MT ($\pm 20\%$).
- Minimum lifting commitment: 3500 MT per Month.
- If H-1 does not lift full quantity, balance may be offered to H-2/H-3 on same rates.

6.3 Compliance

- Zero spillage and dust control mandatory.
- Monthly compliance certificate as per MoEF & CC Notification dated 31.12.2021.

6.4 Additional Contract Outline

- The successful H-1 bidder shall lift Fly ash from an accumulated stock in Ash Pond of approximately 23000 MT in the ash pond.
- The successful H-1 bidder shall lift minimum 3500 MT per month.
- The vendor is allowed to lift any quantity more than minimum monthly quantity, subjected to prior deposition of amount in the form NEFT of DD or RTGS.

Note: Any modification for the access inside the Ash Pond for vehicular movement (if required) will be in the scope of contractor and any expenses if occurred will be shared rationally among the vendor.

- The brief Scope of Work under this tender shall be Collection and Transportation of pond Ash generated from Nepa Limited Power Plant through Conditioned Road Mode & Truck/bulker etc. logistics from NEPA for end utilization brick manufacturing and allied industries.
- The quantity indicated shall be lifted over the contract period of six months extendable for one year with Minimum Monthly quantity commitment till the stock exhaustion.
- Detailed Scope of Work for and Terms & conditions for this Tender/ Contract shall be provided in the Tender/RFQ document to all bidders submitting the valid EOI with due tender fees.
- Any variation in lifting quantity due to force majeure need to be approved by Nepa.
- The Buyer shall make their own arrangements and shall ensure that the unloading, storage, and disposal of Fly Ash shall be done in an environmentally friendly manner and in compliance with Applicable Laws.
- The successful bidder(s) shall submit a detailed schedule of lifting on receipt the work order.

- Buyers shall make their own arrangements for transportation of the Fly Ash from NEPA & shall ensure zero spillage during transportation. Buyer shall be responsible for ensuring zero leakages/ emissions from loaded Truck/ bulker/Dumper etc. & shall take corrective action on an immediate basis in case of any leakages/ emission. The Buyer shall transport the Fly Ash in environment friendly manner and in compliance with Applicable Laws.
- The buyer, its agents, drivers, operators etc. shall comply with the instructions issued by NEPA from time to time. No Truck/ bulker/dumper etc. shall be allowed to ply within the plant premises, except within the designated routes defined by NEPA. Any violation shall be viewed strictly, and appropriate action may be taken.
- The Truck/ bulker/dumper etc. shall be placed at the designated place near Delivery Point.
- Truck/ bulker etc. arranged for transportation of Fly Ash shall be inspected periodically & unfit Truck/ bulker etc. (as per NEPA vehicle safety guidelines) shall be banned from entry into NEPA.
- Buyer shall deploy atleast one authorized representative to ensure compliance to Applicable Laws and guidelines issued by NEPA from time to time.
- Operators/ drivers engaged for transportation shall follow NEPA safety guidelines. Buyer shall decide to control fugitive dust emissions during transportation of Fly Ash.
- In case of any spillage enroute during transportation of Fly Ash, the Buyer shall ensure that spilled Fly Ash is collected and transported to the disposal/usage site immediately at his own cost.
- The speed limit of the Truck/ bulker etc. inside NEPA premises should be strictly followed as per NEPA guidelines. Truck/ bulker etc. shall be allowed to enter NEPA premises only after registration at the gate and after security check.
- One dedicated authorized representative of the Buyer should be deployed at loading points to instruct the movement of Truck/ bulker etc. during loading. Housekeeping shall be done by the Buyer in case of spillage of Fly Ash inside NEPA.
- Delivery Point: Delivery point shall mean designated Ash Pond.
- Mode of transportation: By Road

7.0 . GENERAL CONDITIONS OF CONTRACT (GCC)

- Fly Ash offered on **“As is where is basis.”**
- Loading and delivery between 08:00 AM to 05:00 PM only.
- Weight recorded at NEPA weighbridge shall be final.
- Contractor responsible for labour, safety, statutory compliance and damages.
- Compliance with all applicable environmental, labour and safety laws.
- Fly ash is available for sale on rate contract basis from Ash Pond on "as is where is basis" at the time of bidding / lifting. Vendors can visit the site before submitting the bid.
- The delivery of Fly ash shall be from coal cinder office at Nepa Mill gate.
- The successful H-1 bidder shall obtain a written permission from HoD (BMT/Store) in advance for placement of truck / bulker etc. to obtain delivery on in time so that arrangement could be made properly. No delivery shall be given even after permission if any genuine problem is observed.
- Estimated quantity of Fly ash for sale is min. 3500 MT per month (Except rainy season. Bidder is bound to lift min. quantity in stipulated time.
- The rates quoted by the Buyer/BIDDER shall be inclusive of all statutory/taxation liabilities imposed by the State, Central Government and Local Bodies at the time of entering the contract.
- Loading Vehicle and mechanical equipment/manpower gate pass, all documents should be submitted in proper way.
- Before placement of truck/bulkers etc. to lift the Fly ash challan form, weigh bridge slip and loading labors gate pass issued by security deptt. To be submitted to In-charge / HoD (BMT/Store)

- However, loading of Fly ash, weighing and delivery of Fly ash from factory premises will be between 08:00 AM to 05:00 PM only.
- The materials shall be taken out from the factory premises after recording the weight on the weighbridge between 08:00 AM to 05:00 PM with proper gate pass issued by authorized staff of Weigh Bridge. The weight as ascertained by the Company shall be final and binding on the contractor.
- If the weigh bridge is out of order due to failure or under maintenance or under calibration, no delivery shall be affected during this period.
- Fly ash will not be delivered to the Buyer/contractor on Paid Holidays notified by the ERW department Nepa Limited, Nepanagar.
- All the labours tools and tackles for loading of the Fly ash shall be arranged by the buyer/contractor at his own risk and cost.
- All the rules and regulations of the Govt. will have to be followed strictly by the contractor.
- All the labour related issues (i.e. payment etc) are to be resolved by bidder. NEPA is not liable to pay any due to any of the labour.

8.0 SPECIAL CONDITIONS OF CONTRACT (SCC)

8.1 Security Deposit

The successful H-1 bidder will have to deposit 20 % of the total contract value as security deposit in way of DD/RTGS/NEFT favoring NEPA LTD., Nepanagar. EMD of successful H-1 bidder/ contractor of Rs 1,00,000/- will be converted into Security Deposit and remaining amount have to submit to complete SD amount.

The SD shall be valid up to the completion of all contractual obligations by the vendor, including the guarantee obligations. Security Deposit shall bear no interest and shall not be adjusted and shall be refunded on fulfillment of all contractual obligations.

8.2 Billing & Payment

The Buyer shall deposit interest free 20% amount of agreed quantity as Security deposit as detailed above.

The Buyer shall deposit an advance amount equivalent to the Monthly contracted quantity including GST & TCS by way of Demand Draft (or) RTGS payment and confirm by way of email (or) written intimation on their letter head. The advance amount shall be replenished before exhaustion of the deposited amount. The Fly Ash shall only be taken out after receipt of advance amount inclusive of GST and TCS of the off-take quantity.

Delivery Order amount shall be adjusted against the advance amount available with NEPA.

8.3 Penalty

- The bidder shall lift at least 3500 per month of awarded quantity and to complete the total quantity lifting of within six months. In case of bidder fails to lift minimum 3500 of quantity per month a penalty of Rs.50/- per MT shall be imposed on short, lifted quantity and shall be adjusted immediately at the end of month with the maximum cap of 10% on total work order basic value.
- Any exemption in penalty for short, lifted quantity of Fly ash will be applicable only for the force majeure situation & rainy season month i.e July to Sep.
- In case of non-availability of fly ash & reasons attributable to NEPA, or due to non-operation and it is difficult to access Ash Pond wet condition, rain, natural calamity, civil- epidemic, strike, riots

etc. no penalty shall be imposed to Bidder. Assessment of quantity of fly ash availability shall be carried out by NEPA the and the same will be final and binding on the contractor to lift.

- In case the contractor is not able to lift the monthly quantity specified in the tender continuously for three months, his security deposit shall be forfeited, and contract shall be terminated.
- In case the successful Bidder fails to pay the advance amount within 10 days from award of contract with applicable GST, his EMD / SD Amount will be forfeited.
- The signed and stamped compliance certificate must be submitted to NEPA by the 5th day of the succeeding month. In case of bidder fails to submit the compliance certificate in time a penalty of Rs. 500/- per day will be imposed.
- The Prospective Buyer shall be responsible for any loss or damage caused to the Plant and property of NEPA and shall be liable for replacement, repair and making good the same, whether caused by any act of omission and commission of the Prospective Buyer/Buyer or his sub-contractor, labour, agent, representative or his sub-contractor's labour, whether carried out deliberately or negligently, This may also attract severe penalties as decided by NEPA on case to case basis.

Language: Contract language shall be English only.

8.4 Termination

NEPA reserves the right to terminate Contract with 7 days' notice, without any financial implication, if: The Buyer's performance is found to be not as per the Good Industry Standards and/or non-compliance of the procedures and SOP's or if the Buyer takes or suffers any other analogous action in consequence of debt; or if the Buyer assigns, sublets or transfers the Contract or any right or interest therein without obtaining prior written consent of NEPA.

Disregards or violates any Applicable Laws.

Fails to lift the Fly Ash as follows:

- Monthly lifting is less than 50% of the monthly MCQ
- Quarterly lifting is less than 75% of the quarterly MCQ

Commits a breach of the Contract:

- Abandons, ceases its performance of the work, or repudiates the Contract.
- Fails to pay NEPA any undisputed amount by the due date.
- Fails in co-ordination with other Buyers working at NEPA.
- Fails to comply with statutory requirements.
- NEPA reserves the right to terminate the Contract with immediate effect, without any financial implication, in case the Buyer fails to submit the monthly compliance report (as per Annexure-4) by 5th of succeeding month.

8.5 Liquidated damages (LD)

- In case the Buyer fails to lift the committed Monthly Contracted Quantity (MCQ) for reasons attributable to the Buyer, NEPA shall levy Liquidated Damages (LD) at the rate of ₹50/- per MT on the shortfall quantity for the respective month, subject to a maximum ceiling of 10% of the total basic contract value. LD shall be recovered from the Security Deposit or any amount payable

to the Buyer. Levy of LD shall not relieve the Buyer from the obligation to lift the balance quantity within the contract period.

- Any exemption in penalty for short, lifted quantity of Fly ash will be applicable only for the force majeure situation & rainy season month i.e July to Sep.

8.6 Risk purchase / Alternate disposal

In the event of failure of the Buyer to lift Fly Ash as per contractual obligations, NEPA reserves the right to arrange disposal/sale of Fly Ash through alternate agencies at **the risk and cost of the** defaulting Buyer. Any loss suffered by NEPA on account of such alternate arrangement shall be recoverable from the Buyer's Security Deposit or any other dues payable.

8.7 Integrity Pact

The Buyer shall sign an Integrity Pact with NEPA Limited at the time of award of contract. The Integrity Pact shall be binding from the pre-bid stage till completion of contract. Any violation of the Integrity Pact shall result in cancellation of contract, forfeiture of EMD/Security Deposit, and debarment as per CVC guidelines.

8.8 Statutory Compliance:

The Buyer shall be responsible to comply with all the necessary statutory compliances including but not limited to Provident fund, Workman compensation policy, Labour and Environment laws etc. as applicable under the Applicable Laws. The Buyer shall also be responsible to comply with the anti-corruption laws for the time being in force. The Buyer shall obtain and keep in force all Applicable Permits required under Applicable Laws related to its business and comply with the terms and conditions thereof.

8.9 Corrupt Practices

- The Nepa requires that bidders observe the highest standard of ethics during the procurement and execution of contracts.
- In pursuance of this policy, the Nepa May reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- May debar the bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bid, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.
- For the purposes of this provision, the terms set forth above are defined as follows:
- "Fraudulent practice" means any Act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of party to influence improperly the actions of a party'
- "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the action of another party.

8.10. Termination for convenience:

NEPA can terminate the contract with a notice period of 30 days without any financial implication. In case of such termination, NEPA shall not be responsible for any payment whatsoever, except for the refund of payment that has been made by the Buyer.

8.11 Sale Order acceptance:

NEPA must receive the Sale Order acceptance within 7 days from the date of issue. Initiation of activities in line with the Sale Order shall be considered as acceptance of the Sales Order.

8.12 Force Majeure

In the event of any unforeseen directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by NEPA in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 180 days or more at any time, either party shall have the option to terminate the contract on expiry of 180 days of commencement of such force majeure by giving 30 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination. If extension of delivery period is required on account of the reasons due to any force majeure conditions or any other reasons acceptable to the PURCHASER, extension of delivery time for the period of such delay may be granted, provided the VENDOR produces satisfactory documentary evidence to that effect

In case due to a Force Majeure event NEPA is unable to fulfill its contractual commitment and responsibility, NEPA will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

8.12 Resolution of Disputes

If dispute or difference of any kind shall arise between NEPA and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the tender documents, either NEPA or the supplier may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.

8.13 Arbitration Clause

All the disputes and differences arising between the parties hereto, including any dispute or difference in regard to the interpretation of any provisions or term or meaning thereof, or in regard to any claim of one party against the other or in regard to the rights and for obligation of any party or parties hereto under this agreement or otherwise, howsoever shall be referred to the sole Arbitrator by the parties and the sole Arbitrator would be as per provision of Arbitration and Conciliation Act (Amended Act 2015) and place of arbitration would be at Napanagar, District Burhanpur.

All the disputes in respect of enforcement of the contract/agreement as per the Indian Contract Act, 1872 or any tax dispute, if, arises during the execution of the contract of if, any dispute in respect of change in tax slab, due to change in legislation or any new enactment come during the enforcement of the agreement, the said matter shall be referred to the Arbitrator and the same

would have been appointed as per provision of Arbitration and Conciliation Act (Amended Act 2015).

All the disputes in relation to tax, quantity or in any other nature which arises between the parties during the execution of the agreement or enforcement of the said agreement then matter shall be referred to the sole Arbitrator and apart from this, no claim or adjustment shall be made by the Nepa Ltd. in respect of any claim and all the disputes shall be adjudicated by the sole Arbitrator and Arbitration proceedings shall be governed by the Arbitration and Conciliation Act (Amended Act 2015).

8.14 Applicable Law:

The contract shall be interpreted in accordance with the laws of India.

Irrespective of the place of delivery, or the place of performance or the place of Payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.

The courts of the place from where the notification of acceptance has been issued shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

8.15 Jurisdiction

All disputes arising out of this contract or in any way connected with this agreement/ contract shall be deemed to have arisen at Neapanagar and within the jurisdiction of the competent court at Burhanpur in the District of Burhanpur in State of Madhya Pradesh which court shall alone and exclusively determine such dispute.

9.0 EVALUATION METHODOLOGY

- Single Stage – Two Bid System
- Techno-Commercial bids evaluated for eligibility.
- Price bids of qualified bidders opened.
- H1 (Highest Sale Rate / Best Revenue to NEPA) shall be considered for award.

10.0 PRICE SCHEDULE / BOQ

As per Annexure-1: Price Bid Format

11.0 SECURITY INSTRUMENTS & DECLARATIONS

- EMD & Security Deposit
- Undertaking of Fly Ash Utilization (Annexure-2)
- Performance Certificate (Annexure-3)
- Declaration of Intended Quantity (Annexure-4)
- Non-blacklisting ((Annexure-4)

Annexure-1
Price Bid Format
Nepa Limited – Price Bid
(On the letterhead of the customer)

To,
Nepa Limited
Nepanagar
Burhanpur District
Madhya Pradesh – 450221, India.

Dear Sir,

Sub: Bid for purchase of Fly Ash from NEPA Plant in accordance with your Bid Document no: **NEPA/Env/Ash disposal/ 2024-25**

1. Having examined the Bid Document No. **NEPA/Env/Ash disposal/ 2024-25 including** its Amendments/ Addendum/Corrigenda and Clarifications if any, the receipt of which is hereby acknowledged, we the undersigned, offer the above-named Package: "Sale of FlyAsh by NEPA Limited" exclusive of all taxes and duties.
2. We are submitting an EMD of INR_____, equivalent to 5% Basic Amount of the Intended Quantity.

Sl. No.	Description	Desired Quantity	Basic rate PMT	GST %	Any other charges	Total rate PMT
		In MT	MT	INR	INR	INR
1	Fly ash from Ash Pond					

Notes:

- a) The rates are inclusive of taxes, duties, levies, statutory charges, and any other applicable charges.

Thanking You,
Yours Faithfully

(Signature and stamp)

Name:.....

Place:.....

Annexure-2

(To be on non-judicial stamp paper of Rs 500.00 (from state of Madhya Pradesh) and notarized)

To,

Nepa Limited

Nepanagar

Burhanpur District

Madhya Pradesh – 450221, India.

Sub: Undertaking of Fly Ash utilization against the Bid Document No. **NEPA/Env/Ash disposal/ 2024-25**

Dear Sir,

We hereby undertake that the Fly Ash lifted against this Bid Document No. **NEPA/Env/Ash disposal/ 2024-25** shall be utilized for the following eco-friendly purposes as per the provisions of notification no. 5481 issued by MOEF&CC dated: 31st December 2021.

<u>Sl. No.</u>	<u>Description</u>	<u>Kindly tick as appropriate</u>
1.	Fly ash based products viz. bricks, blocks, tiles, fibre cement sheets, pipes, boards, panels;	
2.	Cement manufacturing, ready mix concrete;	
3.	Construction of road and fly over embankment, Ash and Geo-polymer based construction material;	
4.	Construction of dam;	
5.	Filling up of low-lying area;	
6.	Filling of mine voids;	
7.	Manufacturing of sintered or cold bonded ash aggregate;	
8.	Agriculture in a controlled manner based on soil testing;	
9.	Construction of shoreline protection structures in coastal districts;	

We further undertake to:

- a) use the Fly Ash procured under this Bid Document in compliance with the applicable MoEF & CC Notification for the time being in force.
- b) indemnify NEPA, its directors, employees, agents, successors and assigns and keep them harmless against all losses damages costs and other consequences arising from any act of omission and commission on our part, our agents, sub-contractors and employees in execution of the Sale Order in compliance of MoEF & CC Notification dated 31.03.2021 as may be amended/supplemented from time to time.

For,

Name and Designation of the Authorized Signatory with Seal

Annexure-3

(Performance Certificate Format)

(On the letterhead of the customer)

TO WHOMSOEVER IT MAY CONCERN

To,

Sub: Performance certificate for lifting of Fly Ash month wise

This is to certify that (name of the Prospective Buyer) having registered office at (address of the Prospective Buyer) has **purchased the Fly Ash** from Nepa Limited Neapanagar, MP 450221 against the sale order (number of sale order) dated. The details are as follows:

Sl. No.	Month	Report Date	Sale Order Validity (from to _____)	Quantity Lifted
1				
2				
3				

Note: Row(s) may be added, as required.

This is also certified that the lifted Fly Ash is unloaded, transported, stored and disposed by M/s _____ in an environmentally friendly purpose.

The performance of the work executed by the Bidder Operator has been satisfactory.

This certificate is issued at the request (name of the Prospective Buyer) for the purpose of participating in e-auction process of M/s Nepa Limited Neapanagar, MP 450221

Thanking You,

Yours Faithfully

(Signature and stamp)

Name:

Date:

Place:

Annexure-4

(on the letterhead of the Prospective Buyer)

To,

Nepa Limited
Nepanagar
Burhanpur District
Madhya Pradesh – 450221, India

Sub: Declaration of Intended Quantity against Bid Document No. **NEPA/Env/Ash disposal/ 2024-25**

Dear Sir,

We hereby confirm the following:

1. We are participating in the subjected tender for an Intended Quantity of____MT
2. We are submitting an EMD of INR 1.0 Lacs.
3. We will not bid for quantity over and above the Intended Quantity during the auction process. In case we bid for quantity over and above the Intended Quantity, Nepa Limited Nepanagar, MP 450221 at its sole discretion may reject our Bid and may take other actions as per the provisions of this Bid Document.

For, _____

Name and Designation of the Authorized Signatory with Seal

ANNEXURE-05

PERFORMANCE SECURITY/SECURITY DEPOSIT

(To be issued by a scheduled Bank on non-judicial stamp paper of requisite value as per applicable laws)

Ref. No.: Bank Guarantee No..... Dated.....

To,
Nepa Ltd
Nepanagar
Burhanpur District
Madhya Pradesh – 450221, India.
Dear Sirs,

1. In consideration of Nepa Ltd, incorporated under the Companies Act 1956, having its Registered Office at Nepanagar, Burhanpur District, Madhya Pradesh – 450221, India (hereinafter referred to as “Nepa”, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having issued a Letter of Acceptance No. Dated..... (Here in after called the “Contract” which expression shall include all the amendment thereto with M/s. Having its Registered / Head Office at (Here in after referred to as the “Contractor”) which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and Nepa having agreed to pay to the contractor a sum of Rupees (in figures) (in words) as and by way of Performance Guarantee representing% of the contract value ofin terms of the contract as per their offer No.dated and subsequent messages, pursuant to your invitation for such bid and conditions of contract and other bid documents relating thereto subject to additions and alterations mutually agreed upon and set forth or referred to in the Letter of Acceptance No. Dated and which expression shall include the execution of any formal agreement, if any, between you and the contractor in terms of Articles to payment clause or conditions of the contract mean and includes the said agreement, on our agreeing to furnish you with our guarantee in the manner herein after contained wedo hereby covenant and agree with you as follows.
2. We (name of the Bank) registered under the laws of having head / registered office at (Hereinafter referred to as “the Bank”, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any / all moneys to the extent of Rs. (in figures) Rupees (in words)) without any demur, reservation, contest or protest and / or without any reference to the contractor . Any such demand made by Nepa on the Bank by serving a written notice shall be conclusive and binding without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any court, Tribunal, Arbitrator or any other authority and / or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by Nepa in writing. This guarantee shall not be determined, discharged or affected by liquidation, winding up, dissolution or insolvency of the contractor and shall remain valid, binding and operative against the Bank.

3. We undertake to indemnify you and keep you indemnified to the extent of the sum ofFrom and against all losses and damages that may be caused to or suffered by you or in relation to the payment to be made by you to the contractor as the aforesaid by reason of any default or defaults on the part of contractor in the fulfillment of satisfactory performance guarantees or carrying out any works under the said purchase order / work order in respect of which such payment as aforesaid is to be made by you to the contractor or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning there of and in the event of any default or defaults on the part of the contractor as aforesaid we shall forthwith on demand pay to you any sum or sums not exceeding the total, the said sum of as may be claimed by you to be due from the contractor by way of refund of such advance payment or any portion or portions thereof or otherwise as your losses and / or damages by reasons of such default or defaults on the part of the contractor as aforesaid.
4. Notwithstanding anything to the contrary, your decision as to whether the contractor has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any objection.
5. This guarantee shall come into force simultaneously with your making the said advance payment to the contractor and shall not be revoked by us whether before its coming into force or any time during its currency without your previous consent in writing.
6. This guarantee shall expire on at the latest without prejudice to your claim or claims arisen and demanded from otherwise notified to us in writing on or before the said date. Should it be necessary to extend this guarantee beyond the said date, we undertake to extend the period of this guarantee on your request till such time as may be reasonably required.
7. You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the contractor and either to enforce or forbear to enforce any of the terms or conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to the matter aforesaid or by reason of any time being given to the contractor or any other forbearance, act or omission on your part or any indulgence by you to the contractor or by any variation or modifications of the said purchase order or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect or so releasing us from our liability hereunder PROVIDED ALWAYS nothing herein contained will enlarge our liability hereunder beyond the limit of as aforesaid or extend the period of this guarantee beyond the said unless expressly agreed to by us in writing.
8. All compositions and payments that may be received by you from the contractor or any person, firm or COMPANY whomsoever for or on account of the contractor in any way in respect of the said contract shall be regarded as payment in gross and you will be entitled to prove against the assets of the contractor should the contractor be wound up, dissolved or declared insolvent irrespective of the whole of the contractors indebtedness to you without any right on our part to stand in your place in respect of or to claim the benefit of such composition or payments or any security that may be held by you until you shall have received the full amount of your claims against the contractor and this guarantee shall not in any way be affected by your taking or varying or giving up any securities from the contractor or any other person, firm or Company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the contractor.
9. In order to give full effect to this guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the contractor, hereby guaranteed by us as aforesaid and we hereby expressly waive all our surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this guarantee.

10. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to your such advance payment to the contractor as aforesaid and in respect of which your demand or notice in writing be issued to us before the date of expiry of this guarantee mentioned above.
11. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto forgiven to you by us (whether jointly with other or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
12. This guarantee shall not be affected by any change in the constitution of the contractor or ourselves nor shall it be affected by change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated Company or concern.
13. The undersigned has full powers to sign this guarantee on our behalf under the Power of Attorney No.

..... dated

.....

(Signature)

Full Name, Designation & Address
(In legible letters) with Bank Stamp

WITNESS No. 1

WITNESS No. 2

.....

(Signature)

Full Name & Official Address
(In legible letters)

Note

1. Bank Guarantee should be executed on Non-judicial stamp of requisite value as per applicable laws.
2. Revenue Stamp of One Rupee, duly signed & sealed, should be affixed on B.G.

.....

(Signature)

Full Name & Official Address
(In legible letters)

ANNEXURE-06

(on the letterhead of the Prospective Buyer)

Refer - clause 5.4 Statutory & Legal of PQC)

To,
Nepa Ltd
Nepanagar
Burhanpur District
Madhya Pradesh – 450221, India.
Dear Sirs,

Sub: Declaration for Not blacklisted / debarred by GoI / PSU / RBI during last five years

DECLARATION

We do hereby declare that we have not been blacklisted / debarred / Banned / Terminated / BG or SD amount forfeited by Government department / any PSU. The information provided above is correct and true to the best of my knowledge and belief. In case, at any time the information furnished is found to be false, you my disqualify/debar me/us as deemed fit.

Signature

Name-----

Designation-----

Date-----

Stamp of the Organization-----

Note-

1) Declaration should be executed on Vendor on Original Letter Head.