



Basic Details

Organisation Chain	Department of Heavy Industry NEPA Limited-MHIPE		
Tender Reference Number	Sale of fly ash from ash pond		
Tender ID	2025_DHI_845089_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

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Sale of fly ash from ash pond
2	Finance	.xls	Sale of fly ash from ash pond

Tender Fee Details, [Total Fee in ₹ * - 2,000]

Tender Fee in ₹	2,000		
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

Work /Item(s)

Title	Sale of fly ash from ash pond				
Work Description	Sale of fly ash from ash pond				
Pre Qualification Details	AS PER TENDER				
Independent External Monitor/Remarks	NA				
Tender Value in ₹	NA	Product Category	Miscellaneous Goods	Sub category	Sale of fly ash from ash pond
Contract Type	Tender	Bid Validity(Days)	120	Period Of Work(Days)	180
Location	Administrative Building Nepa Limited	Pincode	450221	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	Adminstrative Building Nepa Limited Nepanagar
Should Allow NDA Tender	No	Allow Preferential Bidder	No		


Critical Dates

Publish Date	18-Jan-2025 12:30 PM	Bid Opening Date	19-Feb-2025 03:00 PM
Document Download / Sale Start Date	18-Jan-2025 12:35 PM	Document Download / Sale End Date	17-Feb-2025 03:00 PM
Clarification Start Date	18-Jan-2025 12:40 PM	Clarification End Date	06-Feb-2025 12:00 PM
Bid Submission Start Date	18-Jan-2025 12:45 PM	Bid Submission End Date	17-Feb-2025 03:00 PM

Tender Documents



NIT Document	S.No	Document Name	Description		Document Size (in KB)
	1	Tendernotice_1.pdf	Sale of fly ash from ash pond		1397.33
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Additional Documents	TENDERDOCFORSALEOFFLYASH.pdf	Sale of fly ash from ash pond	1381.07


Latest Corrigendum List

S.No	Corrigendum Title	Corrigendum Type	View
1	DUE DATE EXTENTION	Date	

Tender Inviting Authority

Name	Mangar commercial
Address	Administrative Building Nepa Limited Nepanagar

 Government eProcurement System		eProcurement System Government of India					
Tender Details							
					Date : 18-Jan-2025 11:59 AM		
 Print							
Basic Details							
Organisation Chain	Department of Heavy Industry NEPA Limited-MHIPE						
Tender Reference Number	Sale of fly ash from ash pond						
Tender ID	2025_DHI_845089_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			Cover Details, No. Of Covers - 2				
Offline	S.No	Instrument Type	Cover No	Cover	Document Type	Description	
	1	Direct Credit	1	Fee/PreQual/Technical	.pdf	Sale of fly ash from ash pond	
	2	Demand Draft					
	3	R-T-G-S	2	Finance	.xls	Sale of fly ash from ash pond	
	4	NEFT					
Tender Fee Details, [Total Fee in ₹ * - 2,000]				EMD Fee Details			
Tender Fee in ₹	2,000	Fee Payable To	Nepa Limited	Fee Payable At	Nepanagar		
Tender Fee Exemption Allowed	Yes			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 from ash pond						
Work Description	Sale of fly ash from 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 from ash pond		
Contract Type	Tender	Bid Validity(Days)	120	Period Of Work	180		

 Government eProcurement System	Location	Administrative Building Nepa Limited	Pincode	450221	(Days)	
	Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Pre Bid Meeting Place	NA
	Should Allow NDA Tender	No	Allow Preferential Bidder	No	Bid Opening Place	Administrative Building Nepa Limited Nepanagar

Critical Dates

Publish Date	18-Jan-2025 12:30 PM	Bid Opening Date	10-Feb-2025 03:30 PM
Document Download / Sale Start Date	18-Jan-2025 12:35 PM	Document Download / Sale End Date	07-Feb-2025 03:00 PM
Clarification Start Date	18-Jan-2025 12:40 PM	Clarification End Date	06-Feb-2025 12:00 PM
Bid Submission Start Date	18-Jan-2025 12:45 PM	Bid Submission End Date	07-Feb-2025 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	Sale of fly ash from ash pond	1397.33	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Additional Documents	TENDERDOCFORSALEOFFLYASH.pdf	Sale of fly ash from ash pond	1381.07

Bid Openers List

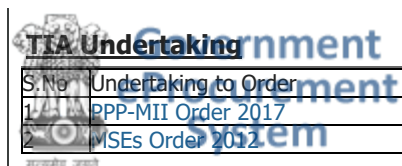
S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	commercial@nepamills.nic.in	RAJENDRA JADHAV	Nilesh Patil
2.	gmpw@nepamills.nic.in	Alopi Shukla	Alopi Prasad Shukla
3.	mfin@nepamills.nic.in	Vikas Reddy	Vikas Reddy

GeMARPTS Details

GeMARPTS ID	JCLFQDK6CHLW
Description	Sale of fly ash from ash pond
Report Initiated On	18-Jan-2025
Valid Until	17-Feb-2025

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 Comparative 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	Mangar commercial
Address	Administrative Building Nepa Limited Nepanagar

Tender Creator Details

Created By	RAJENDRA JADHAV
Designation	MANAGER COMMERCIAL
Created Date	18-Jan-2025 11:48 AM

**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 silo and 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 07.02.2025
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 07.02.2025 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 10.02.2025 AT 15.00 Hrs.
7	EMD	Rs. 1,00,000
8	Tender cost	Rs. 2,000/-

NEPA LIMITED NEPANAGAR

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 silo and Ash Pond of 12.27 MW Coal based Thermal Power plant.

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

DUE ON 07.02.2025

INTERESTED BUYER ARE REQUESTED TO QUOTE THEIR RATES FOR BUY OF FLY ASH INCLUDING LIFTING, STOWING, TRANSPORTATION FROM ASH SILO AND 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 **07.02.2025**.

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.

M(COMMERCIAL)

INTERESTED BUYER ARE REQUESTED TO QUOTE THEIR RATES FOR BUY OF FLY ASH INCLUDING LIFTING, STOWING, TRANSPORTATION FROM ASH SILO AND 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 07.02.2025 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**.
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 while 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.

M (Commercial)



NEPA LIMITED
NEPANAGAR, MADHYA PRADESH

TENDER FOR

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

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

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****E-TENDER NOTICE**

Sealed bids, under Single Stage, Two Bid System (Techno-commercial & Price) are invited from renowned contractor / Purchaser/supplier for the items mentioned in the scope.

Tender No. & Date	Description of Work	EMD/BidSecurity	Tender DocumentCost
NEPA/Env/Ash disposal/ 2025-25XX-XX-2025	Sale of Fly ash including Lifting, stowing, Transportation from Ash silo and Ash Pond	Rs. 1,00,000/- (Rs. One Lakh) (Ref : Clause 6.3)	Rs. 2000/-

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)

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A. ISSUE OF BID DOCUMENTS & PQC (Prequalification Criteria)

The tender document will be issued against a request in writing on payment of prescribed tender cost to Nepa Ltd. The request shall be sent by post or mailed to works@nepamills.nic.in, cc to transport@nepamills.nic.in, along with the demand draft or details of direct payment mode through NEFT.

1.0 EARNEST MONEY DEPOSIT (EMD)

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.

Name of Bank	SBI (State Bank of India)
Account Number	32212167441
Branch Address	State Bank of India, Nepanagar (MP)
IFSC code	SBIN0001306

2.0 REFUND of EMD

The EMD of the unsuccessful bidder shall be refunded to them within a month after finalization of the tender and on receipt of request from bidders.

3.0 SECURITY DEPOSIT

3.0 The Successful H-1 bidder will have to deposit 10 % of the total agreed quantity contract value or Rs. 2,00,000/- (whichever is maximum) as a security deposit by 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 must be submitted to complete SD amount.

3.1 The SD shall be released after completion of all contractual obligations by the vendor. Security Deposit shall bear no interest and shall not be adjusted and shall be refunded on fulfillment of all contractual obligations.

4.0 PRE-QUALIFICATION CRITERIA (PQC)

4.1 The bidder should submit an undertaking in letter head for lifting the fly ash as below:

a) Having operational manufacturing facility for utilization of Fly Ash

OR

b) Having valid construction/ undertaking of supply of fly ash to contract (s) specifying the use of Fly Ash.

OR

c) Experience of buying, unloading, transportation, storage, and utilization/ disposal of Fly Ash in eco-friendly manner

OR

d) Having infrastructure to transport the fly ash to the designated destinations for the disposal as

per the norms

- 4.2 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 bulk material. The bidder shall have to submit documentary evidence for the same.

5.0 OTHER PRE- QUALIFICATION CRITERIA

- 5.1 The BIDDER should not have been **blacklisted /debarred** by Government of India/Reserve Bank of India / any PSU during last five (5) years.
- 5.2 The party should not have incurred any loss in more than two years during the last five years ending March 2024. The financial result figures shall be certified by a Chartered Accountant who is not employee of the Bidder.

6.0 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.

- 6.1 Bidder's Profile, Company Registration, Bank Account etc.
- 6.2 Customer Certificate/documentary evidence in support of technical pre-qualification criteria mentioned above duly certified by authorized signatory.
- 6.3 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.
- 6.4 Certified Copy of Audited Balance Sheet and Profit and loss account for the last 3 (three) Financial Years.
- 6.5 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.
- 6.6 Declaration that the bidder is competent and legally authorized to submit the tender and/or enter the legally binding contract.
- 6.7 Format for declaration of Intended Quantity and refraining for bidding in excess. Compliance Format (Annexure-3) of the tender document.
- a) Copies of PAN GST Reg. no. as applicable shall be submitted along with technical bid.
- b) Copy of valid labour license also to be submitted.

Any other relevant document the bidder wishes to submit.

- 6.8 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.
- 6.9 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.

7. ASSOCIATE

- 7.1** The Bidder may engage another associate for the selective co-ordination of the tender activities and/or under the tender scope. The associate thus engaged, if any, shall either be a group company/subsidiary of the bidding associate, or a business partner & need to submit their acceptance certificate.
- 7.2** In the event of the Bidder engaging any associate other than a group company/ subsidiary specified under the scope of the Bid, then the associate thus engaged shall have proven references for executing the said activities in a successful manner. Nepa reserves the right to verify the credentials of the associate and accept/reject the proposal to enlist the support of the said associate for this project.
- 7.3** Tender cost / EMD waiver will be applicable for SSI / MSE / MSME / PSUs bidders with submission of certification as per guidelines. The exemption shall, however, be only for the goods & services for which the certificate is issued. The certificate issued by the authority should be valid on the date of opening of the tender.
- 7.4** The Bid validity shall be 120 days & EMD/Bid Security shall be furnished by means of a RTGS or Demand Draft drawn in favor of NEPA LIMITED, payable at Nepanagar along with the techno-commercial bid.
- 7.5** In the event of any of the above-mentioned date being declared as of holiday/ closed day for the purchase organization, the tenders will be sold / received / opened on the next working day at the appointed time.
- 7.6** The tender documents are not transferable.
- 7.7** All further notification / Corrigenda, if any, to this Notice Inviting Bids as well as to the Bid Document will be hosted on GeM portal only and not through newspaper advertisement. Bidders are advised to check GeM portal regularly to ascertain for themselves if any changes have been made.
- 7.8** If any bidder requires any clarification against the tender document, they are requested either to visit the office at Nepanagar or forward their queries sufficiently in advance (6 working days) before the closing date for receipt of tenders by mail to works@nepamills.nic.in, transport@nepamills.nic.in
- 7.9** Nepa reserves its right, at its discretion, to modify or to cancel the tender without assigning any reasons whatsoever.

**Deputy General Manager
(Works)**

B. INTRODUCTION:

Nepa Limited (Nepa), Nepanagar 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 Nepanagar, 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 fulfil 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 to ash pond. The ash is get collected in ash pond separated water get accumulated in 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.

C. CONTRACT OUTLINE

1. The successful H-1 bidder shall lift Fly ash from Fly Ash Pond and Ash silo. We have an accumulated stock of approximately 25000 MT in the ash pond.
 - a. The successful H-1 bidder shall lift minimum 15% quantity MT per month.
 - b. 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.
 - c. The brief Scope of Work under this tender shall Collection and Transportation of Fly Ash, Bottom Ash from Silo & 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.
 - d. 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.
 - e. 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.
 - f. Any variation in lifting quantity due to force majeure need to be approved by Nepa.
 - g. The successful bidder(s) shall submit a detailed schedule of lifting on receipt the work order.

- h. Any civil modification for the access inside the Ash Pond for vehicular movement in the scope of contractor but to be done with the prior approval from Nepa.

2.0 Tender Document

- a. Tender Document shall mean collectively the 'Covering Letter', or the 'Notice Inviting Bids' or the 'Notice Inviting Tender' and various clauses of this document. Contents Sheet indicates all the clauses included in the Tender Document and also lists various specification modules contained therein. All these clauses need to be considered together for correct understanding and interpretation of the Tender Document.
- b. The BIDDER shall be deemed to have carefully examined the complete Tender Document and to have fully understood and satisfied himself as to the details, nature, character and quantities of the work to be carried out, site conditions and other pertinent matters and details.
- c. The BIDDER, before submission of the Bid, shall bring any other contradiction in the Tender Document, to the notice of the PURCHASER/ ENGINEER
- d. Sufficiently in advance. Such contradictions need to be resolved by the PURCHASER/ ENGINEER before the due date of closing the Bid.
- e. It is the intent of the PURCHASER to incorporate the Tender Document as part of Contract Agreement or Contract.

D. SCOPE OF WORK

1.0 Transportation of Fly Ash from NEPA.

- 1.1** The fly ash from the pond needs to be lifted from the pond using the required mechanized system. The fly ash from the Ash siloes the ash can be collected by trucks/bulker/capsule. The fly ash from Silo needs to be collected on a regular basis besides lifting the fly ash from Ash Pond. The total estimated quantity shall be 25000 MT which may vary by $\pm 20\%$.
- 1.2** The bidders are expected to lift the full quantity. The minimum quantity to be lifted by is 10,000 MT
- 1.3** If the full quantity is not intended by H1 bidder, then the remaining quantity will be offered to H2, H3, H4 bidders at the same rate, terms & conditions.
- 1.4** 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 vendors in case of more than one vendor.
- 1.5** The quantity of fly ash from Ash Silo & Ash Pond will be distributed in equivalent ratio to all bidders. Accordingly, the Bidder has to quote the rate for lifting the fly ash from both Ash Silo & Ash Pond. The fly ash distribution ratio from Ash Silo & Ash Pond will be decided by NEPA and shall be binding to all bidders.

- 1.6** 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 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.
- 1.7** The buyer, its agents, drivers, operators etc. shall comply with the instructions issued by NEPA from time to time. No Truck/ bulker 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.
- 1.8** The Truck/ bulker etc. shall be placed at the designated place near Delivery Point.
- 1.9** 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 maximum one authorized representative in each shift 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.
- 1.10** 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.
- 1.11** Delivery Point: Delivery point shall mean designated Fly Ash Silo and Ash Pond.
- 1.12** Mode of transportation: By Road
- 1.13** Only Trucks/ Truck/ bulker etc. not exceeding capacity of 60 MT are allowed for transportation of Fly Ash.

2.0 Unloading, storage and disposal of Fly Ash.

- 2.1** 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.
- 2.2** The utilization of Fly Ash in low lying areas shall only be carried out with SPCB approval. The Buyer shall have to get the approval from concerned authority and submit to NEPA before utilization in such manner. The utilization of fly ash in low lying areas shall be carried out only after receipt of written consent from NEPA.

3.0 Monthly compliance certificate:

Monthly compliance certificate confirming the disposal of Fly Ash in compliance to the notification no. 5481 issued by MOEF&CC dated: 31st December 2021 shall be submitted by the Buyer as per the Format mentioned in Annexure-4 of this Bid Document. The signed and stamped compliance certificate must be submitted to NEPA by the 5th day of the succeeding month.

4.0 Delivery Priority:

- 4.1** Fly Ash to be delivered first from Ash Silo's and Ash Pond to meet the contracted monthly quantity.
- 4.2** In case the signed and stamped Monthly Compliance Certificate is not submitted by 5th of the succeeding month, NEPA at its sole discretion, may suspend the further supplies till the report is submitted. Suspension of supplies in no way relieve the Buyer from submission of signed and stamped monthly. Compliance Certificate and discharging all its other obligations under the Sale Order shall submitted by the Bidder.

5.0 Security Deposit

- 5.1** Within 10(ten) days from the date of award of Work order by NEPA, the VENDOR shall deposit security deposit to NEPA, for an amount equal to 10 % of the total agreed quantity contract value or Rs. 2,00,000/ (whichever is maximum) as a security deposit of the total agreed quantity. This SD amount shall be adjusted in the delivery of last month's quantity or may be refunded after completion of contracted quantity.
- 5.2** Bidder shall have to furnish the security deposit, in the form of RTGS or Demand Draft drawn on any scheduled Indian commercial bank in India, in favor NEPA Limited payable at NEPA .

6.0 Billing and Payment Terms:

- 6.1** The Buyer shall deposit interest free 10% amount of agreed quantity as Security deposit as detailed above. This 20% SD amount shall be adjusted towards delivery of last lot or may be refunded after completion of contracted quantity.
- 6.2** The Buyer shall deposit an advance amount equivalent to the Monthly contracted quantity (minimum 15%) including GST & TCS by way of Demand Draft (or) RTGS payment and confirm by way of email (or) written intimation on their letterhead. 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.
- 6.3** Delivery Order amount shall be adjusted against the advance amount available with NEPA.

7.0 PENALTY & EXEMPTION

- 7.1** The bidder shall lift at least 15 % per month of the awarded quantity and complete the total quantity lifting of within six months. In case of bidder fails to lift 15 % of awarded quantity per month a penalty of Rs.30/- 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.
- 7.2** Any exemption in penalty for short, lifted quantity of Fly ash will be applicable only for the force majeure situation.
- 7.3** In case of non-availability of fly ash at silo, or 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.
- 7.4** 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.

- 7.5 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.
- 7.6 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. 1000/- per day will be imposed.

E. Terms & Conditions

1. Fly ash is available for sale on rate contract basis from Silo & Ash Pond on "as is where is basis" at the time of bidding / lifting. Vendors can visit the site before submitting the bid.
2. The delivery of Fly ash shall be from coal cinder office at Nepa Mill gate.
3. 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.
4. Estimated quantity of Fly ash for sale is min. 5000 MT per month (Except rainy season. Bidder is bound to lift min. quantity in stipulated time.
5. 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.
6. Loading Vehicle and mechanical equipment/manpower gate pass, all documents should be submitted in proper way.
7. 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)
8. However, loading of Fly ash, weighing and delivery of Fly ash from factory premises will be between 06:00 AM to 06:00 PM only.
9. The materials shall be taken out from the factory premises after recording the weight on the weighbridge between 08:00 AM to 06:00 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.
10. If the weigh bridge is out of order due to failure or under maintenance or under calibration, no delivery shall be effected during this period.
11. Fly ash will not be delivered to the Buyer/contractor on Paid Holidays notified by the ERW department Nepa Limited, Nepanagar.
12. 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.
13. All the rules and regulations of the Govt. will have to be followed strictly by the contractor.
14. 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.

15. The quantity of the Fly ash to be loaded in the truck/bulkers shall be limited to the permissible limit of Company's weigh bridge (i.e. 60 MT Gross Weight).

16.0 Damage to Plant and Property:

The Prospective Buyer/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.

- 17.0 Language:** Contract language shall be English only.

18.0 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.

19.0 Termination of Contract:

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.

20.0 Corrupt Practices

- 20.1** The Nepa requires that bidders observe the highest standard of ethics during the procurement and execution of contracts.
- 20.2** 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
- 20.3** 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.
- 20.4** 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.

21.0 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.

22.0 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.

23.0 Force Majeure

- 23.1** 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

- 23.2** 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.

24.0 Termination for Convenience

NEPA reserves the right to terminate the contract, in whole or in part for its (NEPA's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of NEPA. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

25.0 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.

26.0 Arbitration Clause

- 26.1** 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 Nepanagar, District Burhanpur.
- 26.2** 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).

26.3 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).

27.0 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.

28.0 Jurisdiction

All disputes arising out of this contract or in any way connected with this agreement/ contract shall be deemed to have arisen at Nepanagar 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.

Special terms and conditions of contract

If the bidders find any difficulty for submission of the offer through CPP Portal, then they are allowed to submit their offer in hard copy through post / courier and share documents on commercial@nepamills.nic.in for tracking. After technically suitability, all the bidders will be informed separately at the time of opening of price bid (Offline as well as online bidders)

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 " exclusive of all taxes and duties.
2. We are submitting an EMD of INR_____, equivalent to 5% Basic Amount of theIntended 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 Silo					
2	Fly ash from Ash Pond					

Notes:

- a) The rates are inclusive of taxes, duties, levies, statutory charges, and any otherapplicable charges.
- b) The minimum quantity to be lifted from Ash Pond should not be less than is 10,000 MT.

Thanking You,
Yours Faithfully

(Signature and stamp)

Name:.....

Place:.....

Date:.....

Annexure-2

_(To be on non-judicial stamp paper of Rs 500.00 (from state of MP) 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.	<u>Fly ash based products viz. bricks, blocks, tiles, fibre cement sheets, pipes, boards, panels;</u>	
2.	<u>Cement manufacturing, ready mix concrete;</u>	
3.	<u>Construction of road and fly over embankment, Ash and Geo-polymer based construction material;</u>	
4.	<u>Construction of dam;</u>	
5.	<u>Filling up of low-lying area;</u>	
6.	<u>Filling of mine voids;</u>	
7.	<u>Manufacturing of sintered or cold bonded ash aggregate;</u>	
8.	<u>Agriculture in a controlled manner based on soil testing;</u>	
9.	<u>Construction of shoreline protection structures in coastal districts;</u>	

We further undertake to:

- use the Fly Ash procured under this Bid Document in compliance with the applicable MoEF & CC Notification for the time being in force.
- 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

(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-4(on the letterhead of the Buyer)**To,****Nepa Limited**

Nepanagar

Burhanpur District

Madhya Pradesh – 450221, India.

Sub: Confirmation for disposal of Fly Ash quantity lifted from NEPA against the Sale Order

No. _____

Dear Sir,

We hereby confirm that the Fly Ash quantity _____ MT lifted during _____ Month 2025 against Sale Order No. _____ has been transported, unloaded, stored and disposed off for the following eco-friendly purposes as per the provisions of notification no. 5481 issued by MOEF&CC dated: 31st December 2021.

Sl. No.	Description	Mention the Quantity
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 on the coastal districts;	

We further confirm that the lifted Fly Ash procured under the Sale Order mentioned above is utilized in compliance with the applicable MoEF & CC Notification for the time being in force.

For, _____

Name and Designation of the Authorized Signatory with Seal

Annexure-5**(Performance Certificate Format)**

(On the letterhead of the customer)

TO WHOMSOEVER IT MAY CONCERN

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 Nepanagar, 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 of 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 tendering process of M/s Nepa Limited Nepanagar, MP 450221

Thanking You,

Yours Faithfully

(Signature and stamp)

Name:

Date:

Place: