

The Singareni Collieries Company Limited

(A Government Company)



INVITATION FOR EXPRESSION OF INTEREST (EOI)

For

Issue of fly ash to Micro and Small Enterprises(MSEs) / Local Users (situated within 100 Kms radial distance from station) engaged in ash-based products manufacturing as per ParaD(4) Inserted to the MoEF&CC Notificationon Ash Utilisation from Coal or Lignite Thermal Power Plants Dated 31.12.2021 amended on 01.01.2024, on concessional rates, 'as is where is'basis, from Singareni Thermal Power Plant (STPP), Jaipur.

**The Singareni Collieries Company Limited
Kothagudem,
Bhadradri Kothagudem District ,
Telangana State PIN: 507101.**

This expression of interest(Eol) consists of following Parts:-

- Part1:General Information for Eol.
- Part2:Terms&Conditions of Eol.
- Part3: Format for Submission of Response to Eol.
- Part4: Annexures and Formats.
- Part-5: Special Terms and Conditions Relating to Transportation of Fly Ash by Rail From STPP (Annexure-8).

Documents in Part-3, and Annexure-1, 4, 5, 6, 7 & 8(in case fly ash transportation by rail) shall be duly filled and signed by authorized representative of the Ash User, on each page and shall be submitted along with the specified documents on or before the last date indicated to deem the request acceptable.

Application for EOI may be sent physically or via mail to Ash Utilization Group, STPP, Village: Pegadapalli,Mdl; Jaipur, Dist.-Mancherial, Telangana-504216, Email: gm_stpp@scclmines.com, aug_stpp@scclmines.com,

ContactNos:9346063331.

Part1: GENERAL INFORMATION FOR EOI

1. Introduction

STPP, Village: Pegadapalli, Mdl; Jaipur, Dist.-Mancherial, Telangana-504216 having a total installed capacity of 2x600 MW, is engaged in the business of generation and sale of bulk power.

To utilize the fly ash in a gainful and sustainable manner as per the provisions of extant MOEF&CC Gazette Notification and promote utilization of fly ash as resource material, STPP has reserved a certain percentage of issuable quantity of fly ash separately for supply to micro and small enterprises (MSEs) and Local Users engaged in ash-based product manufacturing namely, bricks, blocks, tiles, sintered or cold bonded ash aggregates, fibre cement sheets, pipes, boards, panels [as per para D(4) inserted to the MoEF&CC Notification on ash utilisation from coal or lignite thermal power plants dated 31.12.2021 amended on 01.01.2024 at concessional rates. The supply of fly ash shall be made on “as is where is” basis, with transportation cost being borne by the Applicants.

To facilitate this, STPP invites Expressions of Interest for above, for a period of 01 (One) year, from its 2 × 600 MW units. Further details regarding this Expression of Interest (Eoi) are as follows:

2. Expression of Interest:

STPP invites Expression of Interest (EOI) for above, from interested Users, for utilization of Fly Ash in avenues as identified in extant MOEF & CC Notification, in the prescribed formats.

Total quantity of Fly Ash in MT, available for issue tentatively is as per details given hereunder:

PowerStations/Location	Total Quantity Offered for Eoi	Concessional Rate	Period of Supply
STPP, SCCL, Village: Pegadapalli, Mandal: Jaipur, Dist: Mancherial - 504216 (TS)	2.8LMT	Rs.1/MT (excl.taxes)	01 year

3. How to Apply

Interested Applicants desirous of receiving fly ash from STPP as per the terms and conditions of this Eoi, may submit their Expression of Interest along with specified documents and duly filled in enclosed “Part 3: Format for Submission of Response to EOI” and “Part 4: Annexures and Formats” to the E-Mail address **gm_stpp@scclmines.com**, **aug_stpp@scclmines.com** on or before **17:00 hrs. of 25.08.2026**.

Contact No. for any clarification: 9346063331

4. Eligibility for Eol Participation: All applicants, fulfilling the following criteria, are eligible to participate in the EOI process:

4.1. The applicant must have a valid **Udyam Registration Certificate**.

- MSE registered under Trader(s) and/or Service provider(s) shall not be allowed to participate under this EOI.
- *(As per MSME Notification S.O. 2119(E) dated 26th June 2020, from 1st June 2022, Udyam registration shall be the ONLY valid MSME Registration Document. Except Udyam Registration Certificate no other registration documents will be considered for MSEs exemption and benefits for participation, until GOI extends the validity of other MSEs registration certificate.)*

Or

The applicant must be **Local Users** situated within the 100 km radius of the plant.

4.2. The applicant must be a manufacturer, engaged in making ash-based products like bricks, blocks, tiles, sintered or cold bonded ash aggregates, fibre cement sheets, pipes, boards, panels as mentioned in para D(4) inserted to the MoEF&CC Notification on ash utilisation from coal or lignite thermal power plants dated 31.12.2021 amended on 01.01.2024.

- To meet the above requirement, applicant is required to submit relevant documents like Consent To Operate Order from CPCB or SPCB / Registration certificate from the concerned state industries/revenue/etc. / License to Work as a Factory / Pollution Clearance Certificate / Documentary evidence for the production capacity of the plant or any other relevant documents establishing that the applicant is manufacturer of one or more aforesaid ash-based products.

4.3. The applicant who submits an Undertaking as per prescribed format (Annexure–01), executed on non-judicial Stamp Paper, duly notarized by a notary public, duly signed by authorized signatory of the applicant, inter-alia confirming the following:

- I. The applicant is a micro and small enterprise or a local ash user [within 100 km of STPP], engaged in manufacturing ash-based products [as mentioned in para D(4) inserted to the MoEF&CC Notification on ash utilisation from coal or lignite thermal power plants dated 31.12.2021 amended on 01.01.2024].
- II. The applicant shall utilize/ensure utilization of ash (bought under the subject EOI) under eco-friendly avenues as per extant MoEF&CC Notification.

4.4. In compliance to serial number 4.1 above, the successful applicants, during execution, shall be required to submit a **Notarized Affidavit** as per prescribed format (Annexure–02), on half-yearly basis regarding 'actual utilization of already issued ash'.

5. Documents to be submitted with duly filled “Part 3 - Format for Submission of Response to Eol” and “Part 4: Annexures and Formats”:

5.1. Valid Udyam Registration Certificate under manufacturing category.

(As per MSME Notification S.O. 2119 (E) dated 26th June 2020, from 1st June 2022, Udyam registration shall be the ONLY valid MSME Registration Document. Except Udyam Registration Certificate, no other registration documents will be considered for MSEs exemption and benefits for applications, unless and until GoI extends the validity of other MSEs registration certificate.)

or

Self-declaration by Local Users situated within the 100 km radius of the plant, confirming that the ash will be utilized solely for eco friendly purpose.

- 5.2. Relevant document(s) for establishing the applicant to be a manufacturer of one or more ash-based products namely, bricks, blocks, tiles, sintered or cold bonded ash aggregates, fibre cement sheets, pipes, boards, panels as mentioned in the para D(4) inserted to the MoEF&CC Notification on ash utilisation from coal or lignite thermal power plants dated 31.12.2021 amended on 01.01.2024.
- 5.3. Relevant Documents for establishing the applicant to be a manufacturer of one or more ash-based products as mentioned in the para D(4) inserted to the MoEF&CC Notification dated 31.12.2021 amended on 01.01.2024 can be like:
- Consent to Operate Order from CPCB/SPCB, if applicable
 - No Objection Certificate from State Pollution Control Board for establishing manufacturing Unit of ash based products, as may be applicable.
 - Undertaking submitted to State Pollution Control Board for Establishing Manufacturing Unit of ash based products, as may be applicable
 - Registration certificate from the concerned state industries/revenue departments/etc., as may be applicable.
 - License to Work as a Factory, as may be applicable.
 - Pollution Clearance Certificate, as may be applicable.
 - Prime Minister Employment Generation Programme (PMEGP) Loan Sanction Letter for establishing a manufacturing unit of ash-based products, as may be applicable.
 - Bank Loan Sanction Letter mentioning loan disbursement for establishing a manufacturing unit of ash-based products, as may be applicable.
 - Any other Government/Statutory Document establishing the applicant as a manufacturing unit of ash-based products, as may be applicable.
 - PAN Card, as may be applicable.
 - GST Registration Certificate, as may be applicable.
 - Company Registration Certificate, as may be applicable.
 - Business Details of the Applicant/Buyer/Participant as per the prescribed format (Part-03) along with documentary proof, as applicable.
 - Undertaking as per the prescribed format (Annexure-01), executed on Non-Judicial Stamp Paper and duly notarized by a Notary Public.
 - Power of Attorney (PoA) in case of a Joint Venture/Consortium:
 - Form of Acceptance of Fraud Prevention Policy (Annexure-04).
 - Declaration on Debarment from Business Dealings Policy (Annexure-05). Applications are liable to be rejected if documentation is not complete.

All documents submitted shall be duly self-certified by the participant as being true and authentic. Interest / Offer / Applications is liable to be rejected if documentation is not complete. In case of shortfall in the submitted documents, STPP at its sole discretion may solicit the shortfall documents from the applicants.

6. Allocation of Fly Ash Quantity:

Fly ash quantity shall be allocated based on the receipt of responses to EOI on a pro rata basis (if response received more than EOI offered Quantity), and on “as is where is, basis”. However, collecting from STPP’s issue of location and transportation, thereafter, will be in the scope of the applicant only.

Daily allocation of fly ash shall be done as given below:

- 6.1. All successful applicants shall submit a monthly requisition containing a list of their day-wise requested quantities for each month.
- 6.2. Lifting Sequence and allocation shall be finalized by STPP depending upon site specific conditions.
- 6.3. All allocated applicants shall be expected to follow the above schedule and mobilize accordingly.
- 6.4. In case of non-mobilization or inadequate mobilization, STPP may, at its discretion, allocate such quantity to other users. The decision of the Engineer-in-Charge (EIC), STPP shall be final and binding in this regard.

Fly ash shall be issued from the discharge chute of designated ash Silos / Other Suitable Locations as decided by the Engineer in charge (EIC) of the respective STPP, on ‘**as is where is**’ basis.

7. Advance Payment:

Allocated quantity of fly ash for the period shall be divided into monthly quantity, and the amount payable based on the quantity for one month is to be deposited in advance (along with all taxes and duties as applicable) to STPP fly ash account for the quantity of fly ash to be lifted in the next month.

8. Refundable Security Deposit (SD):

Successful Applicant shall be required to submit Refundable Security Deposit amount along with submission of LOA/LOI acceptance after evaluation of submitted requests and Ash Allocation Process, at the rate of INR XX/MT (an amount equivalent to Five (5) percent of value of concessional rate or INR 1/- per MT, whichever is higher), subject to a minimum of INR 10,000/-). This SD will be kept for ensuring commitment of the Successful Applicant(s) for lifting the allocated Ash.

This Security Deposit will be refundable after adjustment of amount to be recovered, if any. The adjusted SD amount will be refunded within Ninety (90) days of end of the contract period or of lifting of entire allocated quantity, whichever is earlier.

9. Affidavit for Utilization of Ash:

The buyer shall submit an affidavit on non-judicial stamp paper of requisite value, certifying the complete use of issued STPP fly ash and certifying adherence to provisions identified vide extant MoEF&CC Notification and other applicable statutory regulations. This affidavit, in prescribed format, shall be submitted on a half-yearly basis to the STPP Engineer-In-Charge (format attached as Annexure – 02).

Contact Person(s):

At Singareni Thermal Power Plant (STPP):

Name/ Designation	e-Mail Address
A.Harish, SE (Ash Utilization Group)	aug_stpp@scclmines.com

Part 2: Terms and Conditions of EOI

DEFINITIONS

10. In this contract, the following terms shall be interpreted as:

- 10.1. “The Contract”** shall mean the issuance of award letter including EOI documents and amendment thereof which will constitute the formation of the Contract.
- 10.2. “The Contract Value”** means the consideration payable to the Seller under the Contract for the full and proper performance of its contractual obligations during the contract duration.
- 10.3. “Day”** means calendar day.
- 10.4. “Effective Date”** means the date on which this Contract becomes effective (i.e. issue date of NOA).
- 10.5. “GCC”** means General Conditions of Contract contained in this document.
- 10.6. “SCC”** means Special Conditions of Contract contained in this document.
- 10.7. “The Buyer”** (i.e. successful applicant or awardee) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns.
- 10.8. “Owner / Seller”** (i.e. STPP) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns.
- 10.9. Awarded Quantity / Annual Contract Quantity / Annual Allocated Quantity** is the quantity of fly ash as finalized by STPP for award to a particular successful applicant.
- 10.10. “Arbitration Act”** means the Indian Arbitration and Conciliation Act, 1996, as amended and modified from time to time, including any re-enactment thereof.
- 10.11. “Metric Tonne (MT)”** means 1000 kilograms.
- 10.12. “Contract Term / Period”** means duration of the contract together with any extension period.
- 10.13. “Delivery Point”** means the chutes of designated Ash Silos i.e., Ash Silos chutes at STPP / other suitable locations as decided by Engineer-In-Charge.
- 10.14. “Engineer in Charge (EIC)”** means the officer appointed in writing by STPP to act as an engineer from time to time.
- 10.15. “First Off-take”** means the date of first off-take of fly ash, by the buyer from Delivery Point in accordance with this Agreement.
- 10.16. “Force Majeure”** shall have the meaning ascribed to it under the relevant clause of this EOI document.

- 10.17. “Law(s)”** means applicable laws, rules, regulations, judgments, decrees, or other legislative measures having the force of law or issued by any government agency, instrumentality, body or legislature, national, state or local authority, or a court of competent jurisdiction.
- 10.18. “Quarter”** shall mean a period of 03 months and shall be calculated from the scheduled date of commencement of contract.
- 10.19. “Party”** means the Owner or the Applicant, as the case may be, and “Parties” means both of them.
- 10.20. “Awarded Price / Prevailing Price”** – “Awarded Price” is the price mentioned in the Letter of Award.
- 10.21. “Adjusted Quantity”** means final allocated quantity to the applicant after adjusting the quantity of fly ash which STPP could not provide to the applicant for lifting for any reason whatsoever, but not attributable to the applicant.

11. Validity of Expression:

The applicant shall keep the expression valid for a minimum period of one hundred twenty (120) days from the date of opening of the expression. In exceptional circumstances, the Owner may solicit the applicant's consent for an extension of the expression validity period. When the validity period is extended by the applicant, the same shall be done without any modification to the expression proposal by the applicant..

12. Owner's Right to accept any Expression or to reject any or all Expressions:

Notwithstanding anything mentioned above, the Owner (STPP) reserves the right to accept or reject any expression, either in full or in part, or to annul the EOI process and reject all expressions at any time prior to allocation of quantity without assigning any reason thereof.

No contract shall be awarded to an applicant against whom a Debarment Order has been issued as per the Owner's Policy for Debarment from Business Dealings.

13. Owner's Right to Adjust the Quantity during Sale Period:

The owner reserves the right to adjust the quantity at any point of time during the period of sale which STPP could not provide to the applicant or lifting for any reason whatsoever, but not attributable to the applicant.

14. Contract Performance Guarantee (CPG) / Security Deposit (SD):

- 14.1.** Within fifteen (15) days of the issue of award letter for allocation by the Owner, successful applicants shall submit the Contract Performance Guarantee / Security Deposit for an amount equivalent to Five (5) percent of the value of allocated quantity or INR 1/- per MT, whichever is higher, subject to a minimum of INR 10,000/-, in the form of e-Payment at STPP's fly ash account or through an unconditional and irrevocable Bank Guarantee. CPG/SD submitted in the form of Bank Guarantee shall be valid for 90 days in addition to the period of the contract.
- 14.2.** Failure of the successful applicant to comply with the requirement of submission of Contract Performance Guarantee / Security Deposit within the prescribed time shall constitute sufficient grounds for the annulment of the allocation order. In that event, no damages or compensations shall be payable to the Buyer. Further, such

applicant/Buyer shall also be dealt with as per the provisions of the Policy for Debarment from Business Dealings.

14.3. For commencement of supplies, submission of acceptable Contract Performance Guarantee / Security Deposit is a precondition.

14.4. Contract Performance Guarantee (CPG) / Security Deposit (SD) shall be released within 90 (Ninety) days after successful completion of contract in all respects.

15. Notice:

Any notice, request, or consent sought pursuant to the EOI shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Owner or Applicant to whom the communication is addressed, or when sent by e-Mail, speed post, telex, telegram, or facsimile to such party i.e., the Owner or the Applicant.

16. Understanding and Clarification of EOI Documents:

16.1. The Applicant is expected to carefully examine the EOI documents and fully satisfy himself as to all the conditions and matters which may in any way affect the work or the cost thereof.

If any Applicant finds discrepancies or omissions in the EOI documents, or is in doubt as to the true intent or meaning of any part thereof, he shall at once request in writing to the Owner for an interpretation or clarification of the EOI documents.

However, such a request must reach the owner seven days before the end date of submission against this EOI, otherwise, the request for clarification shall not be entertained. After receipt of such interpretation or clarifications, the applicant shall submit his offer but within the time and date as specified in the EOI. All such interpretation and clarification shall form a part of the EOI documents.

16.2. Verbal clarifications and information given by the owner, or its employees or representatives, shall not be in any way binding on the owner.

17. Award for Sale of Fly Ash:

17.1. The Owner will issue an Award Letter (Model Award Letter at Annexure-03) of allocation for sale of Fly Ash in writing to the successful applicants. The successful applicant shall return a copy of the Letter of Award, duly signed and stamped, as a token of their acknowledgement.

17.2. The applicant would be required to comply with all requirements of the notification of allocation without any extracost to the owner, failing which his Contract Performance Guarantee (CPG) / Security Deposit (SD) may be forfeited.

18. Uniform EOI Quantity over the Allocation Period:

The allocated quantity shall be considered uniform per month after commencement of first off-take for the remaining supply period.

19. Adherence to Fraud Prevention Policy:

The Buyer, along with its associates, collaborators, sub-agencies, sub-vendors, consultants, and service providers, shall strictly adhere to the Fraud Prevention Policy of the Owner displayed on its website <http://www.scclmines.com>. The Buyer shall immediately apprise the Owner about any fraud or suspected fraud as soon as it comes to their notice.

A certificate to this effect shall be furnished by the applicant along with his application "Acceptance of Fraud Prevention Policy of STPP" [Annexure – 04].

If in terms of above policy if it is established that the applicant / his representatives have committed any fraud while competing for this contract, then the owner shall be entitled to disqualify the buyer(s) from the EOI process. In addition to the above, if the applicant has committed a fraud such as to put his reliability or credibility into question, the owner shall be entitled to exclude including blacklist and put the applicant on holiday for any future tenders / contracts award process.

Submission of an application against this EOI shall be considered as the acceptance of the Fraud Prevention Policy of STPP.

Declaration on Debarment from Business Dealings Policy

The owner has in place a Policy for Debarment from Business dealings displayed on the website <http://www.scclmines.com>. Business dealings may be withheld or banned with the applicant / buyer on account of any of the grounds and following the procedures as detailed in the said Policy for Debarment from Business Dealings.

A declaration to this effect shall be furnished by the applicant along with his application "Declaration on Debarment from Business Dealings Policy" [Annexure – 05].

Submission of an application against this EOI shall be considered as the acceptance of Debarment from Business Dealings Policy of STPP.

Declaration on STPP Anti-Bribery and Anti-Corruption (ABAC) Policy

The Owner has in place a policy for 'Anti-Bribery and Anti-Corruption (ABAC)' as displayed on its website <http://www.scclmines.com>. Submission of an application against this EOI shall be deemed as acceptance of the Anti-Bribery and Anti-Corruption (ABAC) Policy of STPP.

GENERAL CONDITIONS OF CONTRACT

20. Acquaintances of Local Conditions:

It will be imperative for the Applicant to fully inform himself of all local conditions, legal requirements, and factors which shall have any effect on the execution of the agreement/sale work covered under these documents and specifications.

21. Confidentiality:

- 21.1. Information relating to the examination, clarification, evaluation, and comparison of applications against the EOI, and recommendations for allocation shall not be disclosed to the applicants or any other person not officially concerned with such process.
- 21.2. Any effort by the applicant to influence the owner in the owner's applications evaluation, application comparison, or allocation decisions may result in the rejection of the applicant's expression.
- 21.3. From the time of EOI opening date to the time of allocation, if any Applicant wishes to contact the Supplier on any matter related to its application/expression, it should do so in writing.

22. Examination of Expressions and Determination of Responsiveness:

- 22.1. The owner will examine the applications / expressions against the EOI to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the application / expression are generally in order.
- 22.2. The owner may waive any minor informality, nonconformity, or irregularity in a application / expression that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any applicant.

23. Settlement of Disputes:

24.1 Dispute resolution

23.1.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation to Purchase Order /Contract / Agreement (including its interpretation) as to breach or termination of this contract or as to any claim in toto, in equity or pursuant to any statute ("Dispute") between the Parties and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause No 24.2 below.

23.1.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of Purchase Order / Contract / Agreement promptly, equitably and in good faith, and further agree to provide each other non-privileged records, information and data pertaining to any Dispute.

24.2 Conciliation:

24.2.1 In the event of any dispute or differences arising directly or indirectly out of Purchase Order /Contract / Agreement or otherwise, the Parties undertake to use all reasonable endeavors to resolve such disputes amicably. In this regard, if the dispute is raised by the Contractor, he shall make a request in writing to SCCL for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes / claims of the Contractor shall be entertained by SCCL.

24.2.2 If the disputes cannot be settled amicably, the disputes shall be taken for civil court as provided in Clause 24.3 below.

24.3. Civil Court:

In the event of any question, dispute or difference arising under the terms and conditions or interpretation of the terms of, or in connection with Purchase order/Contract/Agreement (except as to any matter the decision of which is specially provided for by these conditions), or the performance of any of the obligations of SCCL and the successful bidder hereunder or referred to herein, including an issue or dispute as to breach or termination of this contract or as to any claim in toto, in equity or pursuant to any statute ("Dispute") is not settled through negotiations, the respective parties can seek remedy through 'CIVIL COURT' having pecuniary jurisdiction and territorial jurisdiction or competent court at Badradri Kothagudem and not by Arbitration.

No dispute shall be referred to Arbitration other than civil courts. No dispute shall be entertained in any form and on any matter pertaining to contract except herein above mentioned.

25 Force Majeure

- a. "Force Majeure" shall mean any event beyond the reasonable control of the Supplier or of the Buyer, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. Force Majeure shall include but not be limited to the following events and circumstances:
 - (i) flood, cyclone, rain, accumulation of water in pond preventing vehicular movement and/or lifting of ash, lightning, storm, tidal wave, hurricane tornado, earthquake, landslide, epidemic, pandemic or other acts of God.
 - (ii) War (whether declared or not), riot, civil war, blockade, insurrection.
 - (iii) Illegal strike or illegal lockout; and
 - (iv) acts of Governmental Instrumentality having jurisdiction occurring after the date of this Agreement, including the issuance or promulgation of any court order, law, statute, ordinance, rule, regulation or directive, the effect of which would prevent, delay or make unlawful a Party's performance herein; provided that executive acts of a Governmental Instrumentality in the capacity of a shareholder or Seller of either Party shall not for the purpose of this Agreement be considered as a Force Majeure event.
- b. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- c. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended after mutual discussion.
- d. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to Supplier's right to terminate the Contract under Special Conditions of Supply Clause 45.
- e. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not constitute a default or breach of the Contract.
- f. If the performance of the Contract is substantially prevented, hindered or delayed for a continuous period of more than thirty (30) days or an aggregate period of more than ninety (90) days on account of one or more event of Force Majeure during the occurrence of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with GCS Clause 24.

g. In the event of prohibition imposed by Govt. of India/Competent Authorities making impossible to perform the contract, may be termed as Force Majeure and neither party shall be liable for compensations or damages due to non performance.

26. Insurance & Buyer's Liability

- a. The Buyer shall be fully responsible for maintaining all the insurances as per the law of land at its own cost.
- b. The Buyer shall at all times indemnify the Owner against all losses, claims, damages or compensation arising out of any accident or injury to any person (whether in employment of buyer or not) or property in or about the plant including the Silo area (inside / outside the plant) which may arise out due to buyers act / negligence while carrying out the contract.

27. Suspension of the Fly Ash Supply

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

The Supplier shall not be responsible for any liabilities for suspension of issue of Fly ash or issue of reduced quantity of Fly ash for any reason whatsoever Owner reserves the right to suspend and reinstate execution of the whole or any part of the fly ash supply.

28. Indemnity for Defense of Suits

If any action in court is brought by third party against the Supplier or an officer or agent of the Supplier for the failure or neglect on the part of the buyer to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the buyer, his agents, representatives or his Sub-contractors, workmen, suppliers, or representatives employees the buyer shall in such cases indemnify and keep the Supplier and SCCL and/or its representative harmless from all losses damages, claims, expenses or decrees arising out of such action.

29. Recovery of Sums Due

Whenever any claim for the payment of the sum of money arises against the buyer, the Supplier shall be entitled to recover such sum by appropriating in whole or in part, from advance deposited against Fly ash and /or the Contract Performance Guarantee deposited by the buyer.

30. Safety Requirements

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

So long as the workers, employees, agents, or any representatives of the Buyer are required to work within the premises of the Principal/Owner of the material, the relevant Labour Laws & Rules, Factory Acts and Rules, and any other statutory provisions will be equally applicable as in the case of workers and employees of the Owner. It will be in their own interest to know this provision before starting the job. It shall be the responsibility of the Buyer to ensure that the statutory provisions are complied with, and they will be solely and entirely responsible in any manner for their employees, workers, agents, and representatives employed for the job.

31. Disorderly Conduct

The buyer shall at all times take all reasonable precautions to prevent any unlawful, notorious or disorderly conduct by or amongst the buyer's staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the delivery site against the same.

32. No Breach of Contract

The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under the Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- a. has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and
- b. has informed the other party as soon as possible about the occurrence of such an event.

SPECIAL CONDITIONS OF CONTRACT

33. Scope of Fly Ash Supply

- a. The Owner would be able to make available the allocated quantity of fly ash from its Ash Silos or other suitable locations as decided by the Engineer-in-Charge (EIC) of STPP, subject to availability, Force Majeure conditions, and unplanned outage of the Plant, etc.
- b. The Owner reserves the right to supply the quantity not lifted by the Buyers to any other party at the sole discretion of the Owner.
- c. The fly ash quantity available for sale is **2.8 LMT**.
- d. Period:-One [01] Year.

34. Working Hours

Issue of fly ash is intended to be given on all days (on 24×7 basis), including national holidays, or as per directions of the Engineer-in-Charge.

35. Delivery Point

- a. Owner would issue fly ash from the discharge chute of designated ash Silos / Other Suitable Locations as decided by EIC of STPP.
- b. Fly ash shall be considered to have been issued and collected as it passes into the buyer's vehicle at the loading point.

36. Quality of Fly Ash

The Owner would issue fly ash from the designated "Delivery Point/s" at STPP on an "As Available Basis," based on actual weighment.

37. Evaluation Criteria and Quantity for Allocation

Fly ash available is being offered through this EOI on a "**pro-rata basis**" process. The fly ash shall be allocated based on the receipt of responses to the EOI on a pro-rata basis (if responses received exceed the EOI offered quantity), and on an "**as is where is**" basis.

Collecting fly ash from STPP's issue location and arranging transportation thereafter shall be entirely within the scope of the Applicant.

38. Award price:

38.1. The price chargeable to Buyer(s) shall be **Rs. 1 per MT**.

38.2. All statutory duties, taxes, and levies, including GST, shall be charged extra over and above the base price.

39. Period of Supply

Duration of Supply of Fly ash from SCCL will be one year from the date of commencement. (Extendable as decided by EIC up to a maximum period of 6 months).

40. Upward Quantity Flexibility

If requested by the Buyer, the Supplier may consider supply of additional quantity over and above the allocated quantity, subject to availability and at the sole discretion of the GM (E&M), STPP, at the price specified in the Letter of Award (LOA) for which extension is requested.

41. Payment Terms & Bank Charges:

Delivery shall be made against advance payment in the form of Demand Draft in favor of The Singareni Collieries Company Limited-STPP, payable at PEGADAPALLI – STPP OR through RTGS/ Bank Transfer “(bank account details are given below). The amount of advance shall be equivalent to value of one month of off-take quantity. Advance shall be adjusted against delivery on daily basis.

Bank details are as follows.

A/c No. : 38462094403
A/c Holder : The Singareni Collieries Co. Ltd., STPP
Bank : SBI
Branch : Pegadapally-STPP.
IFSC : SBIN0021797.

All bank charges shall be borne by the buyer

42. Commencement of First Off-Take

Commencement of first off take for bidders of Fly ash should not exceed beyond twenty (20) days from the date of issue of award letter unless specifically agreed by the Supplier.GM(E&M), STPP may permit commencement of first off take up to maximum period of 30days on request of Firms

Buyer shall furnish an undertaking to follow all Local Government norms, provisions of MOEFCC laws, local PCB guidelines/norms and RTA rules while loading and transporting the Fly ash from SCCL to the destination.

Buyer shall organize team for necessary paper formalities, authorization of his representatives, gate passes and other relevant permissions needed for movement of his trucks/tankers in SCCL premises and lifting the Fly ash.

43. Weighment for Invoicing

Fly ash shall be issued based on actual weighment carried out at Supplier's Weigh Bridge. Weight so recorded shall be considered final.

44. Compensation Against Shortfall During Regular Off-Take :

- a. After commencement of first off take, buyer will be required to lift Fly ash on regular basis in accordance with agreed quantity as per contracted schedule. The buyer shall have to lift at least 70% of annual contracted quantity / annual adjusted quantity (in case of short supply) on prorata basis. In case buyer fails to lift the minimum quantity (70% of annual contracted quantity / annual adjusted quantity), compensation amount @ 10% of the awarded price (rounded to the nearest whole number on the higher side) will be charged on the shortfall quantity (70% of annual contracted / annual adjusted quantity – Actual quantity lifted).
- b. Final compensation will be calculated after final reconciliation and adjustments, if any will be made. However, gross compensation amount will be limited to the CPG amount. Compensation due on a buyer, if not deposited separately will be deducted from the advance available or recovered from the CPG of the buyer.

45. Termination of Contract

- 45.1. In case, Fly ash off take falls below 60% of the contracted or adjusted quantity (whichever is lower), during any three consecutive months on cumulative basis, SCCL reserves the right to terminate the contract by giving 15 days notice in writing of their intentions to do so and in such an event the buyer shall not be entitled to any compensation from the supplier. In the event of termination of contract, the liquidated damages will be payable by the buyer at the aforesaid rate mentioned in Clause 44 i.e @ 10% of the awarded price (rounded to the nearest whole number

on the higher side) for the short fall quantity below 70% of the contracted / adjusted quantity and the gross amount of liquidated damages / compensation shall be limited to the CPG amount. Consecutive three months shall be considered from the scheduled date of start till completion of three months and subsequently so on till expiry of contract.

The Supplier also reserves the right to terminate the contract in the event of breach of contract by the buyer giving 15 days notice in writing of their intentions to do so and in such an event the buyer shall not be entitled to any compensation from the supplier. In the event of termination of contract for any reasons of breach of contract, liquidated damages as arrived under Clause 44 above shall be payable by the buyer.

45.2.1. Following will constitute breach of contract:

- a. Delay in first off-take by Buyer from committed date by more than one month.
- b. Buyer is not complying with operational and safety requirements and neglecting instructions of Engineer-In-Charge.
- c. Buyer has failed to discharge his obligations according to the terms & conditions of contract.

45.3 Contract for sale of Fly ash may be terminated at any time depending on the policy of the Government and/or other concerned authorities. Owner reserves the right for withdrawal of the contract in the interest and safety of the station and the Company by giving 15 days notice in writing to the buyer.

46. Shortfall in supply by Supplier

- a. Fly ash is a product of coal combustion, which again is subject to the demand of electricity in the areas allocated by the regulatory authorities. Scheduled and unscheduled shutdowns also affect generation of electricity and thus generation of Fly ash. Though all efforts will be made to maintain contracted quantity of Fly ash available, Supplier does not guarantee availability of Fly ash as per contracted quantity regularly and will not be liable for any compensation or damages for non-delivery of required quantity of the Fly ash.
- b. In case Supplier is unable to provide the average monthly/quarterly contracted quantity of Fly ash due to any reasons including forced outages of the plant, congestions etc. supplier in respect of each buyer shall accordingly adjust the average monthly/quarterly contracted quantity downward.
- c. Determination of monthly quantity i.e for any three months for termination of Contract in case of short supply by the Supplier shall also be computed w.r.t quantity made available to the buyer on monthly / quarterly (i.e for any three months) / yearly as stated in Clause 46 b.
- d. Supplier may offer additional quantity of Fly ash at a later date subject to availability, if agreed by buyer. The quantity so offered and agreed by buyer at a later stage, will form a part of the annual contracted/adjusted quantity.

47. Taxes, Duties, Levies etc.

- a. The Bidder shall be liable and responsible for payment of all statutory levies in the form of taxes, duties, octroi etc. on the Supply of Fly ash. Such statutory liabilities, if any, shall be paid by bidder extra at actual.
- b. All Fly ash will be sold on Ex Silos / Ex Works basis. Regarding exports of Fly ash by the buyer, it is the responsibility of the buyer to fulfill their export obligations as may be required, and any shortfall in this regard shall be to the account of the buyer only. The

buyer indemnifies the seller against all such liabilities and losses on failure to fulfill the export obligations, if any.

48. Delivery

- a. Buyer should depute his authorized representative to the power station for co-ordination and taking delivery of Fly ash.
- b. Delivery will be from Silos to bulkers/open trucks/rail, which is suitable for loading from designated Silos.
- c. Supplier has right to suspend the delivery of Fly ash if advance amount is not available with the supplier by the required date and such suspension of delivery shall be to the account of buyer.

49. Responsibility during Transportation

The buyer will be responsible for any kind of injuries or accidents caused to their employees or labourers or any other person or damage caused by buyer to supplier's property and Supplier will not be liable in the matter. If any action is brought against the seller for payment of damages or compensations, the buyer shall indemnify the Supplier from all such action or claim from damages/compensations. If the Supplier is held liable for any compensation, buyer shall forthwith compensate the Supplier if any, such claim arose during or after expiry of the contract period. The buyer shall furnish an Indemnity Bond in the format prescribed by SCCL.

The Buyer's transporter(s) shall have valid license and meet the statutory compliance requirement of State Govt. / Central Govt. Authority for transportation of specified goods.

During the transportation of fly ash, all open trucks must be fully covered with tarpaulin sheets to prevent dust dispersion and environmental pollution.

50. Billing

Supplier will issue Exit gate pass on daily basis and invoices on trip/daily/weekly/fortnightly/Monthly basis and shall deliver to the Buyer(s) an invoice showing the value of the Fly ash delivered for each trip/day, along with applicable duty/taxes/cess etc. and shall be adjusted against the advance payment made by the buyer(s) as per Clause 41.

51. Delisting, Suspension & Banning of Business Dealings

If the successful bidder fails to submit CPG or fails to execute the contract as per EOI document, then the applicant will be debarred for 12 months from participation in all auctions for sale of Fly ash/ Bottom ash at STPP.

52. Pre bid visit:

The bidders may visit STPP before submitting documents for getting clarifications on the systems.

SCCL - STPP

PART 3: Format for Submission of Response to EOI

(To be submitted on the **official letterhead of the Bidder**, along with all specified documents)

EOI for Issue of Fly Ash from STPP

S.No.	Description	Details to be Provided by Bidder
1	Name of the Ash User	
2	Status (Company / Individual / Partnership Firm)	
2.1	GST No. (if applicable)	
2.2	PAN No.	
2.3	Nature of Business	- Name of Product/Service - Production/Service Capacity per Annum - Actual Production/Service in Previous FY - Location & Address of Facility - Capability to handle Pond Ash (Yes/No)
3	Registered Address	Address: _____ Telephone/Mobile: _____
4	Communication Address	Address: _____ Telephone/Mobile: _____
5	Fly Ash Quantity Sought	Figures: _____ Words: _____ Allocated Ash in Last Auction (Yes/No): _____
6	If Yes, Quantity Allocated (MT)	_____ Rate Quoted Rs. per MT: _____
7	Address of Proposed Receiving Location	
8	Avenues of Utilization (MoEF&CC Gazette Notification)	SN Avenue Name 1. _____ 2. _____ Total: _____
9	Authorized Person Details	Name: _____ Designation: _____ Telephone/Mobile: _____ Email ID: _____
10	Any Other Relevant Information	

For and on behalf of _____

Signature:

(Authorized Representative) Name:

Designation: Company Seal:

Undertaking and Declaration by The Firm

To

**The General Manager (E&M),
THE SINGARENI COLLIERIES COMPANY LIMITED
(A Government Company)
2X600 MW, SINGARENI THERMAL POWER PLANT,
Village: Pegadapalli, Mandal: Jaipur
Dist: Mancherla, Telangana – 504216.**

Subject: Undertaking for Usage of Fly ash in Cement / construction / or other ash based Product / industry.

Dear Sir,

This is to certify that we M/S. _____ the bidder for the SCCL against EOI Ref No. _____ that the Fly ash, if allocated to us, shall be used in Brick Manufacturing / construction / or other ash based product / industry and as per MoEF &CC Gazette Notification dated 31.12.2021 and its subsequent amendments.

Thanking you,

(Signature of authorized person)

(Name & Designation)

(Seal/ Stamp of Company)

AFFIDAVIT

((To be submitted by the Ash Recipient on a half-yearly basis)
(To be executed on a non-judicial stamp paper of requisite value)
(To be notarized before a Notary Public)

To

**The General Manager (E&M),
THE SINGARENI COLLIERIES COMPANY LIMITED
(A Government Company)
2X600 MW, SINGARENI THERMAL POWER PLANT,
Village: Pegadapalli, Mandal: Jaipur
Dist: Mancherial, Telangana – 504216.**

Subject: Fly ash use declaration - Reg

Dear Sir,

We M/S. _____ the bidder for the SCCL against LOA no. _____ Dt: _____ and allotted _____ Tons of Fly ash for a period **Up to** _____.

We hereby affirm that, the ash recipient M/s _____ has used the received _____ Tons of Fly ash issued to us from _____ to _____, is used in as per MoEF&CC Gazette Notification dated 31.12.2021 and its subsequent amendments/Notifications in the following activities.

Thanking you,

(Signature of authorized person)

(Name & Designation)

(Seal/ Stamp of Company).

MODEL AWARD LETTER For Sale of Fly Ash from STPP

Ref. No.

Dated:

LETTER OF AWARD

To,

Sub: -Letter of Award for“Issue of Fly Ash”from STPP.

Dear Madam / Sir,

This has reference to the following:

**a) Expression of Interest (EOI) No. _____ submitted by you on _____.
containing –**

- i. Part1: General Information for EOI.
- ii. Part2: Terms&Conditions of EOI.
- iii. Part3: Format for Submission of Responseto EOI.
- iv. Part4: Annexures and Formats.

b) Your offer/interest submitted vide Ref.No. _____ dated _____

We are pleased to accept your above-mentioned offer and allocate you _____MT of fly ash from fly ash silos of STPP for a period of 01 year.

Scope of Supply

STPP would be in a position to make available allocated quantity of fly ash from its Ash Silo Chutes at of STPP subject to availability, Force Majeure conditions and unplanned outage of Plant, etc.

The Owner reserves the right to supply the quantity not lifted by the Buyers to any other party at the sole discretion of the Owner.

1. Terms and Conditions of Supply:

The contract shall be performed by you strictly in accordance with the terms & conditions contained in General Conditions of Supply & Special Conditions of Supply, E tender Catalogue / document, definitions, its amendments, deletions & additions to the same attached herewith, except amendments/modifications specifically brought in this award letter.

All the deviations whether implicit or explicit, contained in your offer stand unconditionally withdrawn, without any cost implications to SCCL.

2. a) Contract Period:

- i) The contract shall be effective from the date of issue of this LOA.
- ii) The completion date of contract is Up to one year from the date of LOA.

b) Period of Supply:

Tentative Commencement date of issue of Fly ash is from XX.XX.XXXX for the quantity mentioned above.

c) Price:

The price of Fly ash is Rs.1/MT (exclusive of all taxes & duties) ex-works for SCCL

d) Taxes & Duties:

The buyer shall be liable and responsible for payment towards any taxes, duties, levies, octroi etc applicable/enforced (by State/Central Government) from time to time during the tenure of the contract. Such liabilities if any shall be paid by the buyer extra at actuals.

e) Price Adjustment:

The price of Fly ash indicated at para-2 (c) shall remain firm for the contract period.

f) Consideration payable by the party:

Allocated quantity of Fly ash for the contract period shall be divided into monthly quantity & amount payable based on this monthly quantity is to be deposited in advance (along with taxes and duties as applicable) in the form of RTGS/Demand Draft as mentioned at Condition-41 of EOI document for the quantity of Fly ash to be lifted in next month.

g) Contract Performance Guarantee (CPG):

- i) Contract Performance Guarantee (CPG) of Rs. _____/- [Rupees ____ Only] @ 5% of the value [Rs. _____/-] of allocated quantity of _____ MT or Rs.1 per MT whichever is higher subject to minimum amount of Rs.10,000] has to be submitted within Seven (7) days of issue of this award letter in the form of RTGS/Crossed Demand Draft or unconditional and irrevocable Bank Guarantee in favour of payable at _____
- ii) CPG to be submitted in the form of Bank Guarantee shall be valid for 90 days in addition to period of contract.
- iii) The CPG shall be released within Ninety (90) days after successful completion of contract in all respects
- iv) For commencement of supplies, submission of CPG is a precondition.

3. Compensation against shortfall & Termination of Contract:

Compensation against shortfall during regular off-take:

Compensation against Shortfall during off-take will be governed as per condition No. 44 of Special Conditions of Supply of contract document.

4. Termination of Contract:

Termination of Contract will be governed as per condition No. 45 of Special Conditions of Supply of EOI document.

5. Delivery point:

- a) SCCL would deliver Fly ash from the discharge chutes of designated Silos of the

stage I, 2X600MW units of the plant.

- b) Fly ash shall be considered to have been delivered as it passes into the buyer's vehicle at the loading point.

6. Pollution Control & Transportation of Fly ash:

All possible measures would be taken by buyer to avoid pollution to the satisfaction of the plant officials. Similarly, while transporting, no spillage of Fly ash would be permitted to avoid air pollution. If the process adopted by the buyer is found deficient, SCCL retains the right to stop the supply forthwith.

7. Safety:

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

So long as the workers, employees, agents, or representatives of the Buyer are required to work within the premises of the Principal/Owner of the material, the relevant Labour Laws & Rules, Factory Acts and Rules, and any other statutory provisions shall be equally applicable as in the case of workers and employees of the Owner.

It shall be in the Buyer's own interest to ensure that its workers and representatives are aware of these provisions before commencing work. The Buyer shall be solely responsible for ensuring compliance with all statutory provisions, and shall be entirely liable in any manner for its employees, workers, agents, and representatives engaged for the job.

8. Working Hours:

Delivery of Fly ash is intended to be given round the clock on all days including national holidays or as per directions of Engineer-in-Charge.

9. Quality and Quantity of Fly ash:

SCCL would deliver Fly ash from designated delivery point on "as available basis". Fly ash shall be issued based on actual weighing. Weight so recorded shall be considered final. No dispute or complaint for quality or quantity will be entertained at a later stage.

10. Authorized Person:

A proper authorization in the format prescribed by EIC must be presented to Engineer-in-Charge, if the buyer wants to depute an agent/transporter on its behalf.

11. End Use Certificate:

Buyer shall invariably submit the certificate of the end use of Fly ash on Monthly basis and also furnish any information required by SCCL related to ash lifting.

12. Buyer and its transporter would be entirely responsible towards MVI/RTO for overloading of Fly ash. SCCL in any case will not be held responsible for the same.

13. Engineer-In-Charge:

HOD (AUG) will be the Engineer- In- Charge for the contract.

14. Bank Details of SCCL for payments:

Bank details are as follows.

A/c No. : 38462094403
A/c Holder : The Singareni Collieries Co. Ltd., STPP
Bank : SBI
Branch : Pegadapally-STPP.
IFSC : SBIN0021797.

15. General Conditions

- i. The Units are shut down from maintenance or due to any technical problems or any other reasons, you cannot claim any compensation whatsoever from SCCL irrespective of whatever reasons thereof.
- ii. Conditions of EOI shall be treated as part and parcel of this order and shall be binding on you.

16. This letter of award is issued to you in duplicate: you are requested to return a copy of the same duly signed as acknowledgement of the same within seven (7) days of issuance of this letter.

**Signed by & on behalf of
SCCL.**

(On official letter head of the Company)

SUPPLY OF FLY ASH FROM SCCL

(Bid Doc Ref. No: -

Date:

(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY)

To

The General Manager (E&M),
THE SINGARENI COLLIERIES COMPANY LIMITED
(A Government Company)
2X600 MW, SINGARENI THERMAL POWER PLANT,
Village: Pegadapalli, Mandal: Jaipur
Dist: Mancherla, Telangana – 504216.

Dear Sir,

We have read the contents of the Fraud Prevention Policy of SCCL displayed on its website <http://www.scclmines.com> and undertake that we along with our associate/ collaborator/ sub contractors/ sub vendors/ consultants/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of SCCL.

Yours faithfully,

Date:

Place:

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

(Declaration on Debarment from Business Dealings Policy)

Applicant's Offer Reference Number:

Date:.....

To

The General Manager (E&M),
THE SINGARENI COLLIERIES COMPANY LIMITED
(A Government Company)
2X600 MW, SINGARENI THERMAL POWER PLANT,
Village: Pegadapalli, Mandal: Jaipur
Dist: Mancherla, Telangana – 504216.

Dear Sir,

1. We have read the contents of the Debarment Policy displayed on the website <http://www.scclmines.com> and agreed to abide by this policy. Further, in terms of the requirement under the Debarment Policy, we hereby declare the following:
 - a) We have not been banned or blacklisted as on the date of submission of bid/expressions by the Ministry of Power or the Department of Expenditure, Ministry of Finance.
 - b) We have not employed any public servant who has been dismissed/removed, nor any person convicted for an offence involving corruption or abetment of such offences.
 - c) Our Director(s)/Owner(s)/Proprietor/Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices, including moral turpitude, in relation to business dealings with the Government of India, STPP, or SCCL during the last five years.
2. We further declare as under:

That if at any point subsequent to the award of contract, the declarations given above are found to be incorrect, **STPP / Owner shall have the full right to terminate the contract** and take any action as per applicable laws for breach of contract, including **forfeiture of Bid Security / Performance Bank Guarantee..**

Date:

Place:

For M/s.....

Signature of Authorized Person: Name:

Company Seal:

(onRs. 100/- Judicial stamp paper)

FORMAT FOR INDEMNITY BOND

INDEMNITY BOND

THIS INDEMNITY BOND is issued on this _____ (Date) _____ (month) _____ (Year) by M/S _____. hereinafter called the "Buyer" which expression shall include its successors and assigns in favour of SCCL, a company incorporated under the Companies Act,1956, having its registered office at _____ (hereinafter called the "Owner" which expression shall include its successors and assigns).

WHEREAS the Owner has placed an order for sale of Fly ash to the Buyer on vide its Order NO. _____ Date: _____ (applicable when amendments have been issued) valued at which has been unequivocally accepted by the Buyer resulting into "CONTRACT" (hereinafter called the said "CONTRACT").

AND WHEREAS in terms of provisions of clause 64 of Special Conditions of contract forming a part of the said Contract, "The buyer will be responsible for any kind of injuries or accidents caused to their employees or labourers or any other person and OWNER will not be liable in the matter. If any action is brought against the OWNER for payment of damages or compensations, the buyer shall indemnify the OWNER from all such action or claim from damages/compensation. If the OWNER is held liable for any compensation, buyer shall forthwith compensate the OWNER if any; such claim arose after expiry of the contract period. The buyer shall furnish an Indemnity Bond in the format prescribed by OWNER"

And whereas in terms of the said Contract, the Buyer is required to furnish an Indemnity Bond in favour of OWNER indemnifying OWNER for such occurrences.

NOW THEREFORE THIS INDEMNITY BOND WITNESSETH AS FOLLOWS:

1. The Buyer hereby agrees that OWNER shall not be held responsible in any way, either legally or financially for any accidents caused to the laborers, transporters, drivers & cleaners being engaged by Buyer & also caused to any third party, either within or outside the OWNER factory premises. In case of happening of any such events, no liability, whatsoever, shall be fastened on OWNER and we undertake to indemnify and keep indemnified OWNER against all such claims that may be brought against OWNER for such incidents.
2. In the event of occurrence of such incident as mentioned at Sl. No. 1 above, the Buyer undertakes to pay all the compensations including statutory compensation and ensure to fulfill other related obligations as per relevant Laws.
3. It is clearly understood and agreed to by the Buyer that non-observance of the obligations under this Indemnity Bond by the Buyer shall Inter-alia constitute a criminal breach of trust on the part of the Buyer and he shall be liable for all legal/penal consequences thereof.

4. Now the condition of this Bond is that the Buyer shall duly and punctually comply with all the terms and conditions of this Bond to the satisfaction of OWNER, then, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.
5. That this Bond shall be irrevocable during its validity period and the Buyer shall not revoke this Bond till it is discharged by OWNER in writing. The Bond is valid during the entire contract period and till the closure of the contract.

IN WITNESS WHEREOF _____ have hereunto set its hand through its authorized representative under the common seal of the Company on this day, month and year above mentioned.

For & On Behalf of _____.

Witnesses :

1. Signature.....

2. Signature.....

DECLARATION

This I/We understand that:

1. EOI by STPP is not a commitment for fly ash tie-up/agreement.
2. I/We shall be bearing all costs associated with the preparation and submission of the EOI. STPP will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the assessment / evaluation process.
3. Arrangement with Railways, freight charges payable to Railways, haulage charges and other charges as applicable in case of transportation by rail in an environmentally friendly manner, will be in my/our scope. While I/We understand that the Station may, at its discretion, consider part/full facilitation for lifting of fly ash through rail-mode / road-cum-rail mode, subject to feasibility and cost economics, I/We also understand that I/We shall have no claim whatsoever in this regard.
4. Allocation will be done on the time of receipt of responses to EOI. Based on the time of receipt of responses to EOI or on proportionate basis (if response received is more than EOI offered quantity) to the parties who have submitted all requisite documents, complete in all respects within the stipulated time of submission of interest. Receipt of request will be treated as received only on receipt of all specified documents.
5. Refundable Security Deposit: I/We shall be required to submit Refundable Security Deposit amount at the rate of Re. 1/MT subject to a minimum of Rs. 10,000, along with submission of LOA/LOI acceptance. This Security Deposit will be refundable as per the conditions of LOA/LOI. In case of non-receipt of LOA/LOI acceptance along with requisite Security Deposit and other specified documents required by the respective station within stipulated time, STPP reserves the right to cancel the fly ash allocation to me/us.

Date:

Place:

Signature of Authorized Person:

Name:

Designation:

Name of the Company:

Address:

Company Seal:

Instructions to bidders in case they wish to transport fly ash by rail

Present facilities at site include loading of fly ash from Silo chutes directly into rail wagon. However, request of buyers desirous of availing such facility will be considered at the discretion of Engineer-in-Charge.

1. The bidder has to clearly mention in the bid the quantity to be transported by rail and road separately.
2. Rail wagons / rake to be arranged by the buyer.
3. The wagons should be BCFC/BOXN (should be covered with tarpaulin sheet)//BCCW
4. Loco will NOT be provided by SCCL for hauling of rake from the exchange yard to the silos for loading fly ash and back to exchange yard
5. For transportation of fly ash by rail by the awardees, all permissions/authorisation for loading and all charges/taxes/duties/demurrage /levies etc. towards the same will be to the account of the buyer.
6. Before commencement of supply of fly ash by rail, the buyer will be required to submit an additional guarantee in the form of RTGS/DD in favour of SCCL or BG of requisite value as decided by SCCL as security to cover any possible demurrage or other charges as levied by railways.
7. For transportation of fly ash by rail, the buyer shall obtain co-user permission from railways and place indent for supply of fly ash by rail.
8. Parties interested to quote for supply of fly ash by rail shall abide by the following:
 - a) Buyers are suggested to send their own private rakes to avoid demurrage charges.
 - b) In case railway owned rakes are sent, buyer shall be liable for payment of demurrage charges etc. at both loading and unloading end.
 - c) The agencies shall also coordinate with railways for placement of rake, Power and maintenance of wagons etc., The agency shall deploy their manpower for opening of lids and any other associated works related with wagons.
9. The buyer will make full payment of Wagon Demand Registration fee, freight, demurrage and other Railway dues & charges for the traffic dealt by the buyer at the siding of the SCCL. The buyer shall bear responsibility of damages/derailment/accident due to the use of SCCL siding.
10. That the Co-user shall take prior approval for the quantum of fly ash, make payment and obtain the schedule for the placement of Rake from STPP after which only e-Demand is to be put to Railway, then only the rakes are to be brought into STPP for smooth loading of fly ash.