

INSTRUCTIONS TO BIDDERS

1. Bidder must fill and submit the details in the Format provided in the RFP complete in all respect. Tenders with incomplete details are liable to be rejected.
2. Earnest Money Deposit (EMD) should be submitted in a separate envelope, super scribing RFP No. & Date and EMD Particulars.
3. EMD of the value as indicated in the RFP shall be submitted in the form of the Demand Draft (DD) of any nationalized bank or scheduled bank, in favour of Sasan Power Ltd.
4. The EMD payable in the form of DD shall be returned to the unsuccessful bidders within 45 days of finalization of the contract and EMD of the successful bidder will be returned on submission of the Contract Performance Bank Guarantee.
5. The tender/bids not accompanied by EMD in accordance with the aforesaid provision may be rejected by Sasan Power Limited as “NON RESPONSIVE BID”.
6. The EMD may be forfeited on revocation of tender or on refusal to enter into contract after award of the work or if work is not commenced after the award of the work.
7. Agreement will be executed between Sasan Power Ltd and successful bidder for Long Term Supply Agreement on transportation cost sharing basis for lifting of Fly Ash (free of cost basis) on “as is where basis” from ash silos of Sasan Ultra Mega Power Project (SUMPP) for a maximum period of 5 years.
8. Eligible bidders have to quote on single Stage two Envelope basis (i.e. Envelope-I: Techno-Commercial Proposal and Envelope-II: Price Proposal).
9. The Price being invited from bidders is on Transportation cost sharing by SPL on per metric tonne basis along with distance of transportation. On the basis of the quoted price and distance of transportation, SPL will finalize a single price for cost sharing by SPL on per tonne basis for each distance slab (as per chart below) which shall be acceptable to the bidders. Contract shall be awarded to all eligible bidders agreeing to the finalized price.

Vendor Name	Distance Slab (in KM)					
Vendor 1	0-50	51-100	101-150	151-200	201-250	251-300

10. The price so determined through this tendering process shall be fixed subject to adjustment to the extent of fuel escalation allowed as per this agreement for the entire duration of the contract period and would be applicable only for the ash lifted/transported from the SUMPP.
11. Bidders has to use only closed trucks/bulkers for lifting of the ash as permitted under the prevailing Rules and Regulations including Rules & Regulations of Madhya Pradesh Pollution Control Board, Central Pollution Control Board, MOEF, GOI, Govt. of Madhya Pradesh, RTO etc.
12. Bidder's scope would be of loading of the ash into the bulkers/covered trucks from the ash silos of SUMPP and transporting it to bidders' desired location as per Government prevailing rules/regulations to the satisfaction of SPL's officials, local administrative authorities..
13. Bidder will have to submit Corporate Performance Bank Guarantee (BG) of Rs 10,00,000/- towards performance and cash deposit of Rs 10,00,000/- as a Security deposit.
14. Bidders have to lift minimum 80% of contracted quantity of ash. In case bidder fails to lift 80% of cumulative contracted/ adjusted quantity of ash in any consecutive three months on cumulative basis, SPL will have right to terminate the agreement and encash the BG.
15. Bidders to note that SPL reserves the right, to inspect the bulkers/closed trucks/tankers, to verify the registration and insurance documents of the said vehicles and to verify valid licenses of the drivers, used for lifting of the ash by the bidders.
16. Bidders to provide monthly schedule ten days in advance for ash lifting from ash silos of SUMPP in order for SPL to facilitate smooth and hindrance free issue of ash to various contracted parties.
17. Bidders to note that once the ash is loaded in bulkers/closed trucks/tankers, it will become property of the bidders. Accordingly, bidders to ensure that product insurance for the ash so lifted should be taken by the bidder to cover the risk of payment of compensation arising due to spillage of ash due to vehicle breakdown or accident.
18. Before lifting the ash from the silos, bidder would weigh the tare weight of closed truck/bulker/tankers on the SPL's weigh bridge and subsequent to filling of ash by the representative of the bidder(s) from ash silos, bidder would ensure that the closed truck/bulker/tankers would be again weighed at SPL's weigh bridge to determine actual quantum of ash lifted before taking the same outside SPL's plant premises.
19. Bidders to raise the invoice for contracted cost for the quantity of the ash lifted along with original weighment slips of the vehicles and certificate of quantum of ash lifted issued by

SPL's representative on monthly basis. Amount payable/receivable towards lifting & transportation of ash will be settled within 30 days of raising of such invoice in the succeeding month, to the month in which ash is lifted by the bidder.

20. All applicable taxes, duties or levies whichever may be imposed on the lifting and transportation of ash by any statutory authorities/ Government(s)/ Government agencies during the period of agreement shall be borne as per the terms of the Agreement.
21. Bidders has to arrange all T&P, labourers etc. for loading /unloading of ash at their own cost in bulkers/closed trucks/ tankers in environment friendly manner, meeting all the norms of Madhya Pradesh Pollution Control Board, Central Pollution Control Board, MOEF, GOI, Govt. of Madhya Pradesh, RTO etc.
22. Bidders to submit the Technical and Price Schedule with duly initialled draft agreement enclosed with this tender and bidders to note that no changes would be allowed in the enclosed draft agreement.
23. General Condition of Contract of Sasan Power Limited shall form part of this RFP.
24. Sasan Power Limited reserves the right to reject any or all the quotations/bids without assigning any reason therefore.
25. Sasan Power Limited reserves the right to split the work in whole or part among two or more bidders as the case may be in the interest of the organization. The bidder will not have any right for enhancement of rates or any other compensation due to such split of work.
26. All quoted rates/amounts should be given in figures as well as in words. Overwriting on the quotation /bids is not allowed and such tenders are likely to be rejected. In case of any discrepancy between figures & words, the rate in words shall be considered for the purpose of evaluation.
27. Bidders are required to quote their rates inclusive of all the cost towards labour, all taxes & levies and all other sundry expenses required for execution of work.
28. For the purpose of evaluation of the bids and considering them for award, all the bidders shall keep their bids valid for a period of six months from the date of opening of the bids. During this period, the bidder agrees not to vary, alter or revoke his bid either in whole or in part. If the bidder, fails to keep his bid valid for six months or varies it terms and conditions during the said period, Sasan Power Limited shall be entitled to forfeit the EMD submitted in the form of BG without any notice or proof of damages etc.
29. The bidders may visit the site and get themselves appraised of the work before bid submission.