

Ref: _____

Date: 23rd June, 2021

REQUEST FOR QUOTATION

Last date for offer submission – 25th June, 2021 by 14.00 Hours for handling and disposal of Minimum 15,00,000 MT of Fly Ash and 4,50,000 MT of Pond Ash in a Financial year.

Subject: RFQ for handling and disposal of Fly Ash and Pond ash at KMPCL power plant site.

We are issuing this RFQ for the disposal of Fly Ash & Pond Ash at KSK Mahanadi Power Company Limited; the details of the requirements are as below:

1. SCOPE OF WORK

- a) Handling and disposal of minimum quantity of Fly Ash and Pond Ash from our thermal power plant, KSK Mahanadi Power Company Limited (KMPCL) situated at Village Nariyara, Akaltara Tehsil, Janjgir Champa District, Chhattisgarh as per the Environmental norms.
- b) Minimum of 15,00,000 MT of Fly ash & minimum of 4,50,000 MT of Pond Ash to be handled and disposed as per Environmental norms.
- c) The Contractor shall :
 - i. Handle & Dispose of Fly Ash & Pond Ash through Road or Rail mode.
 - ii. Handle & Dispose of Fly Ash/Wet Ash through road mode from Fly Ash Silo;
 - a. Contractor shall deploy sufficient Bulkers/Hywas/Trailers at designated loading point inside the KMPCL premises.
 - b. All the Hywas/Trailers shall cover the loaded ash by Tarpaulin to avoid any spillage on transit.
 - c. Loading of Bulkers/Hywas/Trailers from Silo is the responsibility of KMPCL.
 - iii. Handle & Dispose of Pond Ash through road mode from Ash Dyke;
 - a. Contractor shall deploy sufficient Hywas/Trailers at designated loading point inside the KMPCL premises.
 - b. All the Hywas/Trailers shall cover the loaded Ash by Tarpaulin to avoid any spillage on transit.
 - c. Loading of Hywas/Trailers from Ash Dyke shall be done by Contractor by deploying sufficient Machinery.
 - iv. For supply through rail mode;
 - a. Contractor shall inform KMPCL one day prior to raise indent for Rake loading.
 - b. Contractor shall shift the Fly Ash from Silo to designated place of Ash stock yard inside the KMPCL premises by deploying sufficient Hywas/Trailers.
 - c. Contractor shall load the rake in the stipulated time by deploying all necessary machinery.

- d. Contractor shall cover the Wagons with Tarpaulin to avoid any spillage of Ash on transit.

2. CONTRACT PERIOD

- i. The contract shall be valid for one year and can be further extended by one year with same terms and condition.

3. WEIGHMENT

- a) For disposal through road, the weighment done at KMPCL road weighbridge shall be final for billing purpose.
- b) For disposal through rail mode, weighment recorded at KMPCL in-motion weighbridge or any other weighbridge assigned by KMPCL to record the net weight of Ash disposed shall be final and binding for billing purpose.

4. RATE

- a) Rate on FOR basis at KMPCL site shall be applicable as given in the table below:

Disposal of Fly Ash	_____ Rs. Per MT
Disposal of Pond Ash	_____ Rs. Per MT

- b) All rates, sums, charges and prices shall be stated in Indian rupees (INR) and are considered complete and fully inclusive in respect of the services being provided and no additional rates, sums, charges or prices shall be considered.
- c) The prices and rates to be quoted are inclusive of all Indian direct taxes (including without limitation personnel taxes, withholding taxes and corporate taxes) now or hereafter levied or imposed on the Service Provider; and inclusive of all non-Indian taxes (whether direct or indirect) now or hereafter levied or imposed on the Service Provider; and inclusive of all taxes/levies/duties as applicable except **Service Tax or Goods and Services Tax (GST)** in future, as may be applicable which shall be paid as per applicable rates over and above at actuals.
- d) TDS shall be deducted as per the applicable rates under Income Tax Act and same shall be in O&M Contractor's account.
- e) No price escalation, whatsoever, on any ground including among others, increase petrol & diesel charges, transportation charges, railway freight, labour charges, handling charges or any increase in taxes, duties cess or government levies etc shall be entertained by KMPCL.

5. PENALTY & BONUS

- a) For calculation of penalty Bonus, the following Key Deliverables shall be considered.

Sr. No.	KD description	Benchmark	Penalty (amount in Rs.)	Bonus (amount in Rs.)
1	Beyond Target	Above 100%	-	5% of contract Fee per Metric Ton for Tonnage beyond 100%
2	Shortfall	Above 75% upto 90%	5% of contract Fee per Metric Ton for shortfall below	-
		Below 75%	10% of contract Fee per Metric Ton for shortfall below	-

6. PAYMENT

- a) 100% of the monthly fee will be paid against monthly running invoices within 15 days from the date of Invoice.

7. TAXES

- a) The rates are inclusive of all Indian direct taxes (including without limitation personnel taxes, withholding taxes and corporate taxes) now or hereafter levied or imposed on the Service Provider; and inclusive of all non-Indian taxes (whether direct or indirect) now or hereafter levied or imposed on the Service Provider; and inclusive of all taxes/levies/duties as applicable except **Service Tax or Goods and Services Tax (GST)**.

8. SUB CONTRACTING & STEP IN RIGHT

- a) The Contractor may sub-contract any of its obligations under the WO with the prior written consent of the Owner to one or more sub-contractors as may be required. Such sub-contracting shall not entail any additional cost or consequences to the Owner.

9. QUALIFICATION CRITERIA

- a) The bidder should be a partnership/company incorporated in India
- b) The bidder should have expertise in Solid Waste Management.
- c) The Bidder should be handling and disposing Fly Ash and Pond Ash continuously for minimum of Two Financial years.
- d) The bidder should have handled and disposed cumulative quantity of Fly Ash and Pond Ash of at least 20,00,000 MT in one Financial year from an individual power plant located in Chhattisgarh state.
- e) The bidder should also have experience in handling and disposing Fly Ash through Rail mode.
- f) The bidder should not be a party to any legal case against KSK Mahanadi Power Company Limited or its officials or have instituted any case in any forum in India against KSK Mahanadi Power Company Limited prior to the date of this RFQ.

10. ARBITRATION

- a) Any dispute, controversy or claim arising out of or relating to this RFQ, or the breach, termination or invalidity thereof shall be settled by reference of dispute to sole arbitrator to be appointed on mutual discussion.
- b) The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Hyderabad, Telangana. The language used in arbitral proceedings shall be English.
- c) The award rendered by the sole arbitrator shall be final and binding on the Parties.

11. JURISDICTION:

- a) All the disputes and differences arising under or out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of the Courts of Hyderabad.

The interested parties are requested to e-mail their most competitive offer, quoting the rate of Fly Ash and Pond Ash in Rs per Metric Tonnes as per the requirement of this RFQ, to Mr Asim Tripathi on his email ID asim.t@skk.co.in.

Please note that KMPCL reserves the right to reject the quotes that are received late or are not in line with the stipulations of this RFQ enquiry. KMPCL also reserves the right to cancel this tender process at any time before the due date as mentioned in this RFQ document.