



महाराष्ट्र MAHARASHTRA

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रूप कोषागार अधिकारी

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7 SEP 2024

AGREEMENT

Agreement for bearing financial assistance for utilization of pond ash from Mahagenco Chandrapur Super Thermal Power Station, Chandrapur to road projects awarded to M/s G. R. Infraproject Ltd (GRIL) by National Highway Authority of India (NHAI). The details of road project are Four laning of existing 2 -laned stretched from Bamni (Design km 19.00) to MH / TG border (Design 51.985) (Design length 32.985 km) section of NH-930B in the state of Maharashtra on Hybrid Annuity Mode under NH (O) awarded by National Highway Authority Of India (NHAI) to Concessionaire M/s GR Bamni Highway Pvt. Ltd. (GBHPL).

The agreement is made on 11th day of October 2024 by and between Maharashtra State Power Generation Company Limited (Mahagenco), incorporated under the company Act, 1956 and having its Registered Office at Prakashgad, Plot No. G-9, Bandra (East) Mumbai-400051 and having one of its coal based thermal power station namely Chandrapur Super Thermal Power Station, Chandrapur hereinafter referred to as "CSTPS" which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns on first part.

And

Aid
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National Highway Authority of India (NHAI) having its registered office at G 5&6, Sector-10, Dwarka, New Delhi-110075 and local office at P.I.U. Chandrapur, Plot No. 2, Opp. Kotpalliwar Petrol Pump, Near Dhande Hospital, Janata College, Nagpur Road, Chandrapur- 442401 referred as ("NHAI") which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns on second part.

And

M/s G. R. Infraproject Ltd (GRIL) having its registered office at GR House, Hiran Magri, Sector-11, Udaipur, Rajasthan-313002 and local office at GR Infraproject Ltd. Survey No. 36/1, 44,

Village- Sondo Tahasil- Rajura, Dist, Chandrapur 442905 (MS) referred as "authorized transporter / concessionaire" which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns on third part.

AND WHEREAS approx. **08.95 Crore MT** of pond ash is available in the **Ash bund CSTPS** of the **Chandrapur Super Thermal Power Station, Chandrapur**.

AND WHEREAS **National Highway Authority of India (NHAI)** had approached **Chandrapur Super Thermal Power Station, Chandrapur** for supply of pond ash of minimum quantity **30 Lakh MT** to maximum quantity **08.95 Crore MT** (total quantity of pond ash available in ash bund in Lakh MT) for construction of road embankment of are **Four laning of existing 2 -laned stretched from Bamni (Design km 19.00) to MH / TG border (Design 51.985) (Design length 32.985 km) section of NH-930B in the state of Maharashtra on Hybrid Annuity Mode under NH (O)** as per the design / specification approved by **National Highway Authority of India (NHAI)** or their consultant or as per the guidelines or specifications issued by the Indian Road Congress (IRC) as contained in IRC specification No. SP: 58 of 2001 as amended from time to time and as per the stipulation of said MoEF & CC gazette notification(s). The **National Highway Authority of India (NHAI)** intends to lift & transport the required quantity of pond ash within **Two years** of time through its authorized transporter / concessionaire.

AND WHEREAS **Chandrapur Super Thermal Power Station, Chandrapur** intends to bear financial assistance of Rs. 125/MT (including taxes) for pond ash utilization and has agreed to allow the Govt. agency/ authorized transporter /concessionaire to take pond ash from identified area of **Ash bund CSTPS** for road construction site as per the requirement given by **National Highway Authority of India (NHAI)**.

NOW THE AGREEMENT WITNESS AS FOLLOWS:

That in consideration of mutual agreement and with intent to achieve above objective of **Chandrapur Super Thermal Power Station, Chandrapur, National Highway Authority of India (NHAI)** and **M/s G. R. Infraproject Ltd (GRIL)** mutually agreed as under:

1. CSTPS shall allow the excavation, loading and transportation of pond ash in the covered trucks / dumpers as per the approved guidelines of CPCB/MPCB for the construction site of road project are **Four laning of existing 2 -laned stretched from Bamni (Design km 19.00) to MH / TG border (Design 51.985) (Design length 32.985 km) section of NH-930B in the state of Maharashtra on Hybrid Annuity Mode under NH (O)** taken by Govt. agency through its authorized transporter /concessionaire.
2. CSTPS shall issue pond ash on "as is where is basis and free of cost" to authorized transporter /concessionaire and Govt. agency for road construction projects. The authorized transporter /concessionaire and Govt. agency shall adhere to the guidelines/ instructions given by the CSTPS regarding location from where ash would be lifted and safety instructions issued by the CSTPS from time to time to avoid any damage to ash dykes/roads etc.
3. The authorized transporter /concessionaire and the Govt. agency shall arrange to repair at its cost; any damage caused to any of the CSTPS property, plant, equipment or structures etc. immediately or pay the full costforthwith on demand by the CSTPS, without any protest or demur. Deployment of number of trucks/vehicles shall be in consultation with the TPS keeping in view the safety of dykes, trucks/vehicles, movement, road condition and manpower etc.
4. CSTPS shall ensure to provide the access to the ash bund for trucks / vehicles during the total period of agreement.
5. Govt. agency shall inform the CSTPS for their (i) total requirement of pond ash for the said road

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project (ii) schedule of construction plan along with location and (iii) monthly requirement of pond ash at that site, so that necessary arrangement may be made by the TPS at Ash bund for issue of ash, as feasible.

6. Govt. agency shall certify the quantity of ash received from the CSTPS on a monthly basis. In order to have better management and control on truck movement, the number of trucks of ash received at construction site will be informed to the CSTPS on daily basis. However, the number of ash loaded trucks received at site will not be considered for the purposes of financial assistance. Payment towards financial assistance shall be based on the compacted volume measurement of embankment of fill area, as measured and duly certified by Govt. agency on a monthly basis.

(Conversion factor based on density of pond ash is 1.00 CUM = 1.356 Ton).

7. The authorized transporter /concessionaire shall deploy trucks/dumpers with RFID tags to monitor the movement of vehicles. Entry and exit of trucks/dumpers should be from designated gate as provided by the CSTPS only with proper recording/stamping of gate passes. Valid gate-passes will be issued by the CSTPS. It is the responsibility of the authorized transporter /concessionaire to collect the same from the CSTPS.

8. CSTPS shall bear the financial assistance of Rs 125/MT (including taxes) for pond ash. No other expenses/charges like road taxes / toll / cess / any other taxes/ overheads etc. will be payable by the CSTPS. This rate will be firm for the entire duration of the work and period.

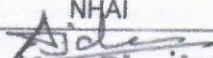
9. Excavation, loading, transportation and unloading of pond ash shall be done by the Govt. agency/its authorized transporter/ its concessionaire against the financial assistance of Rs 125/MT (including taxes).

10. Payment terms:

- a. All the bills have to be signed by the Govt. agency with certifying the quantity of ash received from the CSTPS.
 - b. Payment shall be released after submission of the invoice along with all the relevant documents to the authorized transporter /concessionaire. The authorized transporter /concessionaire should provide bank details, GST registration number with required financial documents before starting of the work.
 - c. Govt. agency will certify that the quantity of ash issued by the TPS that has been used in the embankment and the entire ash has been lifted from the identified dyke/area of the TPS on monthly basis.
 - d. The authorized transporter /concessionaire will submit the bill/invoice based on the quantity of pond ash used in road embankment work, measured and duly certified by the Govt. agency. The CSTPS shall provide the said financial assistance to the authorized transporter /concessionaire after due verification (as per provisions at Para 5 and 6 above) within six week time.
11. Receipt of ash from multiple sources: Agency should intimate to the CSTPS in case of receipt of ash from multiple sources. In the case of more than one source, the agency must define changes for each source supplying ash.
 12. In order to ensure compliance of environment/ safety norms while excavating, loading, transportation, unloading, placing of ash, spreading and compaction, etc., suitable provisions will be made in the contract of authorized transporter /concessionaire by the Govt. agency for making

it solely responsible for compliance. The Govt. agency shall take all the responsibility and shall ensure compliance with all the environment / safety / construction laws/Govt. rules/norms etc. for such activities at the excavation site, during transportation, unloading and placement etc. at construction site of road embankment. To avoid fugitive emission, both the authorized transporter /concessionaire and the Govt. agency shall make their own arrangements for spraying water on roads. All littered ash on the roads during transportation shall be cleared by authorized transporter /concessionaire or the Govt. agency at their own cost.

13. To ensure that pond ash issued by **CSTPS** has been utilized for road embankment construction by authorized transporter /concessionaire of Govt. agency, **NHAI** shall maintain the record of quantity lifted by the authorized transporter /concessionaire for the construction work of are **Four laning of existing 2 -laned stretched from Bamni (Design km 19.00) to MH / TG border (Design 51.985) (Design length 32.985 km) section of NH-930B in the state of Maharashtra on Hybrid Annuity Mode under NH (O)** with the certification of ash supply from the CSTPS.
14. CSTPS shall not be responsible for any defects in the quality of construction, failure of road projects due to use of ash and not liable to pay any compensation whatsoever, for any reason.
15. CSTPS shall not be responsible for any accident or injury to person engaged or otherwise affected in the process of construction of road embankment due to use of pond ash. CSTPS shall not be responsible for any accident or injury to any person during transportation of ash from CSTPS.
16. CSTPS shall not be responsible for any loss or damages due to ash dumped on construction site and not utilized by authorized transporter /concessionaire. The Govt. agency shall take all precautions to prevent loss or damages or to minimize loss/ damages to the extent possible and shall be liable to make good any loss or damages incurred due to negligence on their part or work under this agreement.
17. CSTPS shall not be responsible for any violation of quality/ construction norms set by Govt. agency for embankment construction due to use of pond ash. The authorized transporter /concessionaire and the Govt. agency shall ensure that all the Government Rules, regulation, local bye-laws, environment norms / stipulations etc. for construction of road projects are adhered to.
18. The authorized transporter /concessionaire should adhere to the monthly pond lifting schedule and lift minimum 80% of its committed quantity for that month. Failing to which no financial assistance shall be given. The monthly schedule will be submitted by authorized transporter / concessionaire within 10 days prior to commencement of every month.
19. In case of breach of any of the terms & conditions of this agreement, Chief Engineer (O&M), CSTPS, Chandrapur shall be authorized to terminate the agreement.

Authorized Signatory CSTPS	Authorized Signatory NHAI	Authorized Signatory GRIL
 CHIEF ENGINEER W/CSTPS, CHANDRAPUR	 Project Director NHAI, PIU, Chandrapur	 Pravin Shankarrao Dengre Project Manager-Structure G. R. Infraprojects Limited

- 1) Dr. Bhushan T. Shinde
- 2) Milind P. Ramteke
- 3) Aarvin B. Kumbhar

- 1) [Signature]
- 2) [Signature]
- 3) A - d

- 1) Dr. CE (Adm) CSTPS
- 2) S.E. (Cin) CSTPS
- 3) DPM (Cin) CSTPS

CIN U40100MH2005SGC153648

Ref.No.:- MSPGCL/CS/BM-210/210.23

Date: 04.05.2022

Copy of Resolution passed by Board of Directors of MSPGCL in the BM held on 22.04.2022

Item no 210.23: Koradi TPS- Infrastructure development works to enhance the ash utilization by using revenue generated from sale of fly ash.

Part A: Feasibility Study, DPR and Project management consultancy and construction of proposed BG railway siding & allied work for utilization of Fly ash at 3x660 MW, TPS, Koradi.

Part B: Development & construction of store sheds, UCR Masonry work, RCC open material yard & modifications to existing store sheds of major store phase-II at 3x660 MW, TPS, Koradi.

- **Administrative approval for taking up the works by using revenue generated from sale of fly ash.**

Resolution no. 2022/3565: The Board considered the Note submitted by Chief Engineer (C)-III on the above subject.

- 1) **The Board noted as under –**
 - i) As per guidelines of MoEF, 100 % utilization of fly ash needs to be ensured. Otherwise there is provision of heavy penalty on unutilized ash generated by thermal power stations.
 - ii) The major consumer for fly ash is cement factory . However there is no cement factories in nearby area of Koradi TPS. With the help of proposed scheme, ash can be transported by means of railway wagons as per scope of contract of MAHAGAMS. Hence it is necessary to take-up the work of railway siding for transportation of fly ash through railway on top priority.
 - iii) The proposed work is for development of infrastructure for ash utilization. As per the guidelines issued vide Circular No. ED/E&S/Policy Matters/Correspondence/439 Dt.12.08.2021 , the revenue collected against sale of fly ash by TPS should be utilized for betterment of ash utilization and for infrastructure schemes having high impact on maximizing ash utilization at any Power station but preferably at Koradi. Khaperkheda & Chandrapur TPS, where Ash unutilized is huge.
- 2) **After deliberation, the Board accorded approval as under-**
 - i) Accorded administrative approval for taking up work of FSR, DPR & Project Management Consultancy and construction of proposed BG railway siding and allied works for utilization of Fly ash at 3x660MW,TPS, Koradi with an estimated cost of Rs. 30.39 Crs (including GST and consultancy charges) at Koradi TPS by utilizing consolidated revenue generated from sale of fly ash.
 - ii) Accorded approval to avail the services of M/s. RITES with consultancy charges at 9 % of the project cost and authorized the Chief Engineer (Civil)-III to place the work order to M/s. RITES for consultancy services.