

ABRIDGED INVITATION FOR EXPRESSION OF INTEREST

NTPC LIMITED

(A GOVT. OF INDIA ENTERPRISES)

NATIONAL CAPITAL POWER STATION, DADRI

INVITATION FOR EXPRESSION OF INTEREST (EOI)

“SALE OF DRY ASH ON CASH AND CARRY MODE”

FOR NCPS DADRI

AT

DISTT- GAUTAM BUDH NAGAR

STATE OF UTTAR PRADESH, INDIA

EOI No. 08/C&M/AU/2021

Dated 13.05.2021

NTPC Limited invites Expression of Interest (EOI) for “Sale of Dry Ash on Cash and Carry Mode” at Gautam Budh Nagar, UP

The filled-in ‘Expression of Interest’ has to be submitted on or before :

For obtaining the EOI documents along with forms, free of cost, please visit www.ntpctender.com or contract AGM (C&M), NCPS Dadri, Gautam Budh Nagar-201008, UP.

Tel Nos. : 0120280-5866 and 0120280-5603

DETAILED INVITATION FOR EXPRESSION OF INTEREST

DETAILED INVITATION FOR EXPRESSION OF INTEREST (EOI) FOR THE SALE OF DRY ASH ON CASH AND CARRY MODE” AT GAUTAM BUDH NAGAR, UP.

EOI No. 08/C&M/AU/2021

Dated 13.05.2021

1.0 DISCLAIMER

- 1.1 NTPC reserves the right not to proceed further, to change the process of procedure to be applied. It also reserves the right to decline to discuss further with any party expressing interest.
- 1.2 No reimbursement of cost of any type shall be paid to persons, entities of consortiums expressing interest.

2.0 INTRODUCTION

National Capital Power Station Dadri (NCPS-Dadri), has 1820 MW thermal based Stage-I (4 X 210 MW) & Stage-II (2 X 490 MW) and 829 MW (Gas Based) and 5 MW Solar Power Capacity.

3.0 Purpose of the **EOI**

- 3.1 NTPC ON BEHALF OF NCPS-DADRI, desires to Sale of Dry Ash on cash and carry mode.
- 3.2 NTPC invites EXPRESSION OF INTEREST (EOI) from Vendors who have Meeting our Qualifying requirement.

NOTE :

1. NTPC reserves the right to accept, reject any or all the applications without assigning any reasons and to seek extra information, if required.
2. Completed form in all respects along with necessary documents to be submitted by 25.05.2021 at below mentioned e-mail.
3. The applications shall be opened on 26.05.2021.

Correspondence may be addressed to :

AGM (C&M), NCPS-Dadri, PO- Vidyut Nagar, Distt.- Gautam Budh Nagar Nagar (UP)- 201008, Tel Phone : 0120280-5866 and 0120280-5603, E-mail ID :- dkshahi@ntpc.co.in,

NOTE : EOI document can either be downloaded from website : www.ntpctender.com.

Terms and Condition for New Contract

1) Scope of Supply:

- a) Owner would be in a position to make available allocated quantity of fly ash from* its ash silos of 2 X 490 MW and 4X210 MW thermal units of Stage-I and II of NCPS Dadri subjected to following conditions:
 - If DFA production is more than the average daily tied up quantity (i.e., approx. 3700 MT) then the preference will be given to existing agencies. In case the existing agencies are not lifting excess production then it may be issued to you
 - If DFA production is more than the average daily tied up quantity (i.e., approx. 3700 MT) and existing agencies are lifting less ash than their tied-up quantities then balance quantities along with excess available ash shall be issued to you.
 - 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) Quantity: - As per request.
 - d) Period:- The contract period shall be valid up to 30.09.2021 from date of issue of LOA. This contract is not a regular nature of contract and will be operated as and when required as per the site conditions.
- 2) Working Hours :Delivery of fly ash is intended to be given on all days (on 24 x 7 basis) or as per site conditions.
 - 3) Delivery Point: Owner would deliver fly ash from the discharge chute of designated ash Silos of Stage I and II units of the plant. Fly ash shall be considered to have been delivered as it passes into the buyer's vehicle at the loading point.
 - 4) Quality of fly ash :Owner would deliver dry fly ash at designated delivery point(s) i.e. Ash Silo Chute on "as available" basis.
 - 5) Award Price: Price of Dry Fly ash shall be Rs 650/- per MT
 - 6) Upward Quantity Flexibility: If requested by the Buyer the Owner may consider supply of additional quantity over & above the allocated quantity subject to availability and at the sole discretion of the Owner at the prevailing price.
 - 7) Payment Terms & Bank Charges :Delivery shall be made against advance payment through customer receipt portal <https://pgw.ntpclakshya.co.in>. Advance shall be adjusted against delivery on daily basis. All bank charges shall be borne by the buyer.
 - 8) Weighment for invoicing :Fly ash shall be issued based on actual weighment so recorded shall be final.
 - 9) Compensation/penalty against shortfall during offtake: There shall be no penalty on shortfall during.. off take, however. buyer is advised to lift offered/available dry fly ash as and when required.

10) Termination of Contract:

- a) 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. In such an event the buyer shall not be entitled to any compensation from the Owner

- b) Buyer is not complying with operational safety requirements and environmental norms neglecting instructions of Engineer-In-Charge.
 - c) Buyer has failed to discharge his obligations according to the terms conditions of contract.
- 11) Shortfall in supply by Owner: 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 shutdown also affect generation of electricity and thus generation of fly ash. Though all efforts will be made to maintain contracted quantities of fly ash available, Owner does not guarantee availability of contracted quantities of fly ash regularly and will not be liable for any compensation or damages for non-delivery of required quantity of fly ash.**

12) **Taxes, Duties, Levies etc.**

The Bidder shall be liable and responsible for payment of all statutory levies in the form of GST and all other taxes & duties applicable on the supply of fly ash. Such statutory liabilities, if any, shall be paid by bidder extra actual. ("Goods and Services Tax" or "GST" means taxes levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act, and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws).

13) Delivery

- i) Buyer should depute his authorized representative to the power station for coordination and taking delivery of fly ash.
- ii) Delivery will be from Silo Chute to bulkers/closed trucks, which are suitable for loading from designated silos. Open rucks will not be allowed to take delivery.
- iii) Owner has right to suspend the delivery of Fly Ash if advance amount is not available with the Owner by the required date and such suspension of delivery shall be to the account of buyer.

14) 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 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's transporter(s) shall have valid license and meet the statutory compliance requirement of State Govt./Central Govt./Concerned Authorities for transportation of the specified good.

- 15) Owner will issue Exit gate pass on daily basis and invoices on daily/weekly/fortnightly/monthly

basis and shall deliver to the Buyer an invoice showing the value of the fly ash delivered for each day, along with applicable GST and all other duties/taxes/cess etc. and shall be adjusted against the advance payment made by the buyer.

- 16) End User Certificate: Buyer shall invariably submit the certificate of the end use of Fly Ash on a yearly basis and also furnish any information required by NCPS Dadri related to ash lifting.
- 17) **Safety:** The buyer would be responsible for the safety of its people for which the buyer should provide necessary safety instruction and PPE to their workers. The buyer shall be fully responsible for maintaining all the insurance covers as per law of land at its own cost. All other provisions of safety mentioned in tender documents shall also be applicable.
- 18) Buyer and its transporter would be entirely responsible towards MVI/RTO for overloading of Fly Ash. NCPS Dadri in any case will not be held responsible for the same.
- 19) Only District Courts at Gautam Budh Nagar / UP High Court shall have the exclusive jurisdiction in all matters pertaining to the supply.
- 20) Minimum Tender Quantity: 12000 MT

Qualifying Requirement

1 Qualifying Requirements for EndUsers/Industry/ Traders

- a) Bidder should be a firm or a company or aJV/Consortium.
- b) Bidder should be an End User/ Industry*(They are directly engaged in manufacturing of products using ash like Cement, RMC(Ready Mix Concrete),RCC Pipes, and Asbestos sheets and fly ash based building products etc).

Or

Bidder should be a Trader**, i.e. Agencies simply working as intermediary by taking ash from our stations not for their own consumption but to supply to the End Users/Industries who are directlyengagedinmanufacturingproductsusingashlikeCement,RMC(ReadyMixConcrete), RCC Pipes, and Asbestos sheets and fly ash based building products etc.

- c) The average turnover of the bidder for the last three financial years should be
 - i) **For Quantity upto 12000 MT per Annum:** Total Value at the floor price as decided by the site for 12000 MT subject to minimum of Rs 3 Lakhs per annum.
 - ii) **For quantity between 12000 MT to 50000 MT:** Total Value at the floor price as decided by the site for 50000 MT subject to minimum of Rs 10 Lakhs per annum.
 - iii) **Forquantitybetween50000MTto200000 MTperAnnum:** Total Value at the floor price as decided by the site for 200000 MT subject to minimum of Rs 25 Lakhs per annum.
 - iv) **For quantity more than 200000 MT per Annum:** Rs. Total Value at the floor price as decided by the site for 300000 MT subject to minimum of Rs 50 Lakhs per annum.

In case the bidder is a Joint Venture/Consortium all the partners of the Joint Venture/Consortium shall be collectively required to meet the turn over criteria.

Note:

In case of Manufacturers/End Users, the said agencies are also required to submit statutory license from government/Work Orders/Certificates from the client to prove that they are involved in manufacturing work using fly ash.

*Industries doing Classification, Grinding, Adding Additives, or any other value addition are considered as Industry.

2 Undertaking of Utilisation of Ash

Bidders shall submit an undertaking of utilizing the Fly Ash in Cement, Construction or any other Ash based product / Industry (**Annex IV**).

*Industries doing Classification, Grinding, Adding Additives, or any other value addition are considered as Industry.

**Agencies doing Packing of Fly Ash for sale to Industries/End Users will be termed as Traders.