

INVITATION FOR EXPRESSION OF INTEREST (EOI)

for

**Lifting of Pond Ash on Free of Cost, First come First Served Basis
from Identified NTPC Thermal Power Plants – Jan'22 to Dec'22**

Ref No. EOI No. AM-3/Pond Ash/ 2021

Date: 25.11.2021

This expression of interest (Eoi) consists of following annexures: -

- i. **Annexure 1:** Newspaper publication in respect of Expression of Interest (Eoi)
- ii. **Annexure 2:** General Information.
- iii. **Annexure 3:** Standard format for response from interested parties.



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(A Govt. of India enterprise)



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Name of Work:- Lifting of Pond Ash on 'free of cost', 'First come First Served' and 'as is where is' basis from identified NTPC Thermal Power Stations located across India. Lifting and Transportation of the ash shall be the responsibility of the interested Ash User. NTPC Limited invites Expression of Interest (Eoi) from interested Ash Users for lifting of Pond Ash from some of its plants located across India for One Year duration. The List of identified NTPC Plants along with respective Pond Ash Quantity offered for lifting is mentioned in 'General Information' for this Eoi along with respective e-mail addresses and Contact Details.

How to Apply:- Interested parties are requested to submit their requirement(s) in the specified standard format to identified e-mail addresses as given in 'General Information' by **17:00 hrs. of 09.12.2021**. 'General Information' and 'Standard format for application' for Expression of Interest have been uploaded on www.ntpctender.com.

Registered Office: NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodi Road, New Delhi -110003. www.ntpc.co.in CIN: L40101DL1975GOI007966

R K SWAMY BBDO

Leading the Power Sector

General Information

INTRODUCTION

NTPC Ltd. is the largest power generating company in India having total installed capacity of 67,907.5 MW (including JVs). The company is engaged in the business of generation and sale of bulk power.

NTPC Limited produces approx. 70 Million Tons of Ash annually. To utilize the Ash in gainful and sustainable manner as per the provisions of extant MOEF&CC Gazette Notifications, NTPC intends to issue some of its Pond Ash on free of cost basis from Power Plants (mentioned in Table 1) to potential users. The details on Pond Ash availability and respective stations are given at **Table 1**.

EXPRESSION OF INTEREST:

NTPC Limited invites Expression of Interest (EOI) from interested users of Pond Ash like Cement Plants, Brick kilns, Road and Construction Agency, Transporters, Traders and suppliers, etc. in the prescribed **FORMAT (Annexure- 3)** for issue of Pond Ash from its identified Thermal Power Plants and JVs / Subsidiaries as listed in Table 1 (hereinafter referred to as 'TPP').

Pond Ash quantity available for issue at each Plant is mentioned against respective TPP in Table 1.

Table 1:

Sl. No.	Thermal Power Plant (TPP) / Installed capacity (MW)	Location of plant	Pond Ash Quantity available for Issue during Jan'22 to Dec'22 (LMT)	Contact Person / Designation / Mobile No.	Email ID for submission of EoI.
1	Barauni 720 MW	Begusarai district, Bihar.	1.75	Raj Kishore Prasad AGM (AU & EMG) 7260811333, 9431215280	rajkishoreprasad@ntpc.co.in
2	BRBCL 750 MW	Aurangabad district, Bihar	25.0	Ashok Kumar Jha AGM(AUD) 9431820054	akjha06@ntpc.co.in
3	NPGCL 1320 MW	PO-Aditi Nagar, Dist-Aurangabad Bihar	8.0	Shailendra Kr Singh Sr. Manager (AU) 9425178459	npgclaud@gmail.com
4	MEJA 1320 MW	Meja Tehsil, Allahabad district, Uttar Pradesh	2.4	Arvind Bharti DGM (EMG/AU) 9425823246	aumunpl@gmail.com
5	Durgapur 120 MW	Burdwan Dist. West Bengal	2.0	Somendra Prusti AGM (AU) 7008550754 9437576378	somendra.prusti@nspcl.co.in
6	Rourkela 120 MW	Sundergarh, Odisha	10.0	Mohan Lal Kaushik Manager (AU) 9437961744	mohanlal.kaushik@nspcl.co.in
7	NSPCL Bhilai 500 MW PP3	Vill – Purena, PO – Bhilai (East), Durg Dist. CG - 490021	8.0	Sourabh DGM (TS) 9425293564	au.bhilai@nspcl.co.in
8	NSPCL Bhilai 74 MW PP2	Inside BSP Premises, PO–Bhilai (East), Durg Dist. Chhattisgarh - 490021	4.0	Sourabh DGM (TS) 9425293564	au.bhilai@nspcl.co.in

How to apply

Interested Ash Users desirous of lifting Pond Ash from TPPs (listed in Table 1) as per the terms and conditions of this EoI, may submit their Expression of Interest along with specified documents duly filled in the enclosed "Standard Format for Response to EOI (Annexure- 3)" to the E – Mail address (mentioned in Table – 1 against the specific station from which the participant is desirous of lifting the ash) on or before **17:00 hrs. of 09th December 2021**. Interest is to be submitted **separately** for each station from where user / consumer intends to lift Ash. **It may be noted that EoI along with specified documents needs to be submitted online to the above-mentioned E-Mail address ONLY.**

Documents to be submitted with duly filled Standard Format for Response to EOI (Annexure- 3):

1. GST registration as may be applicable
2. Pan Card copy
3. Documents detailing the nature of the agency - e.g., End user, Trader, Transporter etc.

Allocation of Pond Ash Quantity:

Pond ash shall be issued free of cost. However, lifting and transportation of Pond Ash will be in the scope of Ash Recipient(s) only.

Pond Ash quantity allocation to interested parties will be done in following manner, till the available offered quantity is exhausted:

1. Party (ies) / Agency (ies) who have been allocated ash as part of last Pond Ash auction process from same Station, will be given preference in allocation of Ash on free of cost basis through ranking in the order of quoted amount by the party / agency in the auction process i.e. Price quoted x Quantity quoted for same station.
2. If some quantity is left after allocation to party(ies) / agency(ies) mentioned above, then, rest of the parties/ agencies who have shown interest against this EoI and have not been allocated Ash through last Pond Ash auction process, will be allocated Ash on '**First Come First Served Basis**' i.e. based on the chronological receipt of interest among such parties.

In Case, some of the party(ies) / agency(ies) who have been allocated Ash through last Pond Ash Auction process, become eligible against this EoI for issue of pond Ash from the same Station, it should be mandatory on their part to lift all the Ash quantity allocated through Auction process, then only quantity allocated against this EoI will be issued for lifting.

Pond Ash shall be issued from the Ash Dyke / Pond including its lagoons / sections / extended portions etc. as may be indicated / shown / pointed out by the Engineer in charge (EIC) of the respective NTPC Station, on '**as is where is**' basis.

Refundable Security Deposit (SD):

User / Consumer 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 Rs. 10.00 / MT subject to minimum of Rs. 50,000 and maximum of Rs. 5,00,000. This SD will be kept for following purposes:

1. To ensure commitment of the Ash recipient(s) for lifting allocated Ash. An amount at the rate of Rs. 10.00 / MT of un-lifted quantity will be forfeited.
2. To cover for the cost of damage(s), if any, caused by the Ash recipient or its agent / representative during the lifting of Pond ash.
3. To cover the cost of arrangements to be made by TPP, which otherwise are in the scope of Ash recipient as per Terms and conditions of LoA / Lol. TPP reserves right to suspend / cancel allocation of Ash in case the cost of arrangements to be made exceeds the SD.

This Security Deposit will be refundable after adjustment of amount to be recovered, if any, as per any or all of the above 03 conditions. This adjusted SD amount will be refunded within 30 days of end of the contract period or of lifting of entire allocated quantity, whichever is earlier.

Terms and Conditions and General Guidelines:

1. Pond Ash shall be issued from the Ash Dyke to the recipient agencies, or their authorized representatives as may be agreed to in writing by the EIC considering Operational, Safety and Security issues of Ash Dyke.
2. Lifting agencies shall carry out their activities in full compliance of the rules, procedures and guidelines set by the EIC.
3. No person / agency shall be allowed to lift ash without due permission from TPP.
4. Agencies eligible for lifting ash shall apply for permission for the equipment and machinery that they propose to deploy and submit the same to EIC along with specified documents like registration, license, insurance etc, who shall verify the same and issue permission. Quantum and capacity of such equipment and machinery shall be commensurate with the quantity of ash allocated.
5. Agencies shall mobilize with adequate manpower and machinery within 15 days of issue of communication from the EIC. However, depending upon operational convenience and dyke safety etc. EIC can schedule the lifting of ash from different areas by different agencies, which shall be binding upon the agencies. The schedules and deployment may be worked out / altered based on periodic meetings between concerned stakeholders.
6. Mobilized equipment shall be in healthy condition and amenable for safe operation.
7. Statutory / regulatory compliances shall be binding upon all the agencies and verifiable by TPP.
8. Non – compliance shall attract penal actions ranging from fine to termination of contract / agreement / issue of pond ash as decided by EIC.
9. T&Ps, excavation, loading and transportation of Ash shall be in the Scope of the recipient(s). Period of deployment of T&Ps, Excavation equipment and Vehicles for this purpose, shall be decided by the EIC.
10. General facilitating measures for lifting of Ash viz. Common Approach / ramp, general area fugitive dust suppression, weighment of Ash etc shall be in the scope of TPP. However, job specific facilitation viz. approach / ramp to specific allocated area and local fugitive dust suppression shall be in the scope of the recipient agency.
11. However, in case of requirement and / or non – compliance, TPP may, at its discretion, carry out full / part of any work in the scope of the agency on its own on chargeable basis after communicating to the agency.

12. The recipient agency shall submit undertaking for adherence to the extant provisions for Ash transportation in an Environment friendly manner as mandated by Statutory Authorities.
13. The recipient agency shall also furnish all Road Permits, Operator Licenses, Equipment Worthiness Certificates etc. for the deployed Equipment and Vehicles at the time of start of work and thereafter as and when demanded by the EIC for verification.
14. Recipient agencies shall submit affidavit on Non – judicial stamp paper of requisite value, certifying the complete use of issued TPP Pond ash as per intended use declared at the time of submission of EoI, and also certifying the adherence to provisions specified vide extant Notification and other applicable statutory regulations. This affidavit, in prescribed format, shall be submitted on Quarterly basis to the EIC.
15. In case of any liability on TPP, in any manner that arises due to non-compliance of any Environmental and Transportation Norms, Rules, Guidelines and Statutory provisions by the recipient agency, the agency shall keep TPP effectively indemnified of any such liability. An indemnity bond shall be submitted before start of lifting of Ash.
16. Station may consider part / full facilitation for lifting of pond ash thru rail – mode / road cum rail mode, subject to feasibility, cost economics and augmentation of ash utilization, within the parameters of the Policy.

Format for Response to EOI

EOI for Issue of Pond ash from _____ (Name of Thermal Power Station (TPP) from where Pond Ash is to issued)

1. Name of the Ash User / Trader / Transporter : _____

2. Address : _____

3. Nature of business: (tick the applicable box)

Cement Manufacturer: Ready Mix Concrete (RMC)

Ash Supplier / Trader Brick Manufacturer

Any Other (please specify):

4. Classification of the Company : Public Limited / Private Limited/
Partnership Firm
Others (please specify) _____

5. Contact details : Name:

Designation:

Tel No..... (with STD code)

Fax No.:

Mobile No

Email ID:

6. Alternate Contact details : Name:

Designation:

Tel No..... (with STD code)

Fax No.:

Mobile No

Email ID:

7. Proposed end use of Pond ash: Cement/RMC/Brick/Others (Please specify): _____

8. Installed capacity of Ash based Product: _____

9. Pond ash requirement on annual basis (both in Figure and Words): _____

10. Whether willing to enter into Contract? _____(Yes/No)

11. Any other relevant information_____

UNDERTAKING

I / We _____ (Name of the firm / individual) hereby certify that we have fully read and thoroughly understood the EoI requirements and accept all terms and conditions of the EoI including those contained in all corrigendum/addendum issued, if any. Our offer is in conformity with all the terms and conditions of the tender including all corrigendum/addendum, if any. In the event of award of contract for issue of ash to us, the complete EoI document shall be considered as part and parcel of the LOA / LOI for constitution of Contract Agreement and also as and wherever applicable and required by TPP.

I / We hereby confirm that we are neither blacklisted / barred by Government / Semi – Government / Quasi- Government organization / PSU or Govt. Corporation, nor have been convicted of violating applicable law.

In case the contract is awarded to us:

I / We agree to abide by the directions of the EIC (Engineer In Charge) with regard to mobilization of adequate / commensurate number of healthy machinery and to operate them in a safe manner and also with regard to other aspects of the pond ash utilization including dyke safety. I / We agree to carry out the work as per instructions of, and to the full satisfaction of the EIC.

I / We agree to comply with all applicable statutory regulations including those regarding environmental, road transport etc. I / We shall fulfill all applicable statutory requirements for, and in connection with the execution of the contract.

I / We agree to cooperate with the EIC and with other agencies working in the area as directed by the EIC with the objective of smooth and safe execution of lifting and utilization of pond ash.

I / We agree to submit indemnity bond indemnifying NTPC Ltd and its JVs / Subsidiaries from any liability, whatsoever, which may arise due to violation / Non – compliance of any applicable norms / rules / regulations/ Guidelines / laws during the course of execution by way of omission or commission by the agency or its representatives / agents.

I / We hereby undertake to utilize the ash issued by TPP for only the end use purposes as identified in extant MOEF & CC Notification. I/We also agree to submit on quarterly basis, an affidavit, on “Actual End Use” of the issued ash for the purposes as identified in extant MOEF & CC Notification.

I / We shall have no objection to the forfeiture of security deposit amount, in case I fail to execute the contract faithfully and the contract is terminated as per contract conditions mentioned in LOA /LOI.

I / We hereby also declare that all the particulars furnished by us in this EoI are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this EoI and also are liable for any other penal action that may arise due to the above.

DECLARATION

I / We understand that:

1. This EoI by NTPC is not a commitment for pond ash tie-up/ agreement.
2. I / We shall be bearing all costs associated with the preparation and submission of the EoI. NTPC 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 Environment friendly manner, will be in my / our scope. Station may consider part / full facilitation for lifting of pond ash thru rail – mode / road cum rail mode, subject to feasibility and cost economics.
4. Allocation will be done on First Come First Served basis, till the time available offered quantity is exhausted, to the parties who have submitted all requisite documents, complete in all respect. Receipt of request will be treated as received on receipt of all specified documents only.
5. Refundable Security Deposit: I / We shall be required to submit Refundable Security Deposit amount at the rate of Re 10.00 / MT subject to minimum of Rs. 50,000 and maximum of Rs. 5,00,000, along with submission of LOA / LOI acceptance. This Security Deposit will be refundable as per the conditions mentioned in 'General Information' under the head "Refundable Security Deposit". 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, TPP reserves the right to cancel the pond ash allocation to me / us.

6. (Applicable for parties allocated Pond Ash through auction process from same Station)

I / We have been allocated ash through auction process also from same station. I / We understand that if additional quantity of Ash is allocated to me / us on free of cost basis through this EoI, it shall be mandatory on my / our part to lift all the Ash quantity allocated through Auction process, then only quantity allocated against this EoI will be issued to me / us for lifting.

Thanking you,

(Signature of authorized person)

Date//

Name

Place:

Designation:

Name of the Company:

Address:

Company Seal: