

## **INVITATION FOR EXPRESSION OF INTEREST (EOI)**

**for**

### **Issue of Dry Fly Ash through NTPC`s owned BTAP Railway Wagons on ‘ex-Silo’ basis**

EOI No. AM-1/Fly Ash/ 2022

Date: 14.04.2022

This expression of interest (Eol) consists of following Parts: -

- i. **Part 1:** General Information.
- ii. **Part 2:** Format for Submission of Response to EOI.
- iii. **Part 3:** Undertaking and Declaration by Bidder.
- iv. **Part 4:** Terms & Conditions and General Guidelines.

**N.B.**

All the above Parts (1 to 4) shall be duly filled in wherever required and signed by authorized representative of the Bidder, on each page and shall be submitted along with the specified documents on or before the last date indicated, for deeming the request as acceptable.

## Part 1: General Information

### INTRODUCTION

NTPC Ltd. is the largest power generating company in India having total installed capacity of 68,961 MW (including JVs). The company is engaged in the business of generation and sale of bulk power.

NTPC Limited produces approx. 80 Million Tons of Ash annually. To utilize the fly ash in gainful and sustainable manner, as per the provisions of extant MOEF&CC Gazette Notification and promote utilization of fly ash as resource material, NTPC intends to issue some of its dry fly ash on 'ex-Silo' basis through NTPC`s owned BTAP Railway Wagons from its Stations (mentioned in Table 1), having Rail Loading Facility, to interested Bidders.

NTPC Limited has procured 03 No. of BTAP Rakes for above purpose and deployment of these BTAP Rakes will be done as per the Interest received in this Eol for supply of dry fly ash to interested Bidder(s).

Expenses related to Rail Transportation as per Railway Receipt (RR) plus NTPC`s Administrative charges (Presently @ 12% on basic freight rate) shall be borne by the bidder.

The details of dry fly ash availability for issue through NTPC`s owned BTAP wagon during the period June` 22 to May` 23 from respective stations are given at **Table 1** below.

Sl. No.	NTPC Plant	Location of plant	Nearest Railway Station (Station Code)	Quantity (LMT)
1	<b>Kahalgaon 2340 MW</b>	Kahalgaon, Bhagalpur district, Bihar	Kahalgaon (NTKS)	<b>06.50</b>
2	<b>Korba 2600 MW</b>	Jamnipali, Chhattisgarh	KORBA (PNTF)	<b>06.50</b>
3	<b>Mouda 2320 MW</b>	Nagpur, Maharashtra	NTPC Mouda (MSPC)	<b>06.50</b>
4	<b>Ramagundam 2600 MW</b>	PO Jyothinagar, Dist. Karim Nagar, Telangana	Ramagundam (RDM)	<b>03.50</b>
5	<b>Rihand 3000 MW</b>	PO Bijpur, Rihand Nagar, Sonebhadra, Uttar Pradesh	NTPC Rihand, (RINS)	<b>03.30</b>
6	<b>Simhadri 2000 MW</b>	Vishakhapatnam, Andhra Pradesh	NTPC SIMHADRI (STDV)	<b>02.00</b>
7	<b>Sipat 2980 MW</b>	Bilaspur, Chhattisgarh	Gatora (PSNG)	<b>08.00</b>

8	<b>Vindhyachal 4760 MW</b>	Singrauli district, Madhya Pradesh.	Shaktinagar (VSTP)	<b>06.50</b>
9	<b>Talcher Kaniha 3000 MW</b>	Angul district, Odisha	KANIHA (NEYT)	<b>06.50</b>
10	<b>Khargone 1320 MW</b>	Khargone, Madhya Pradesh	KHARGONE (NSPN)	<b>08.00</b>

**Table 1:** NTPC Stations with Rail Loading Facility.

### EXPRESSION OF INTEREST:

NTPC Limited invites Expression of Interest (EOI) from interested Bidder(s) in the prescribed **FORMAT (Part-2 & Part-3)** for issue of dry fly ash from its Thermal Power Plants (listed in Table 1), to be transported through NTPC`s owned BTAP Railway Wagons. The total dry fly ash quantity, available for one-year period, at respective Plants, is also mentioned against each Plant. Fly Ash will be issued on “**ex-Silo**” basis in NTPC`s owned BTAP Railway wagons from respective plant.

### How to apply

Interested Bidders desirous to receive dry fly ash from NTPC Thermal Power Stations (listed in Table 1) through NTPC`s owned BTAP Wagons Rake, may submit their Expression of Interest duly filled in the enclosed “**Part 2: Format for Submission of Response to EOI**” and “**Part 3: Undertaking and Declaration by Bidder**” to Contact Address / e- mail mentioned below on or before **17:00 hrs. of 30.04.2022.**

### DGM (Ash Management)

NTPC Ltd.

Ash Management Group.

Engineering Office Complex Annexe,  
A-8A, Sector -24 , Noida , Pin: 201301,  
Uttar Pradesh.

Email: **ashinfo@ntpc.co.in**

Contact No. 9424140695/ 0120-2410489 / 0120-4942032

### Documents to be submitted with duly filled “Part 2 - Format for Submission of Response to EOI” and “Part 3: Undertaking and Declaration by Bidder”:

1. GST registration as may be applicable
2. Company registration as may be applicable
3. Pan Card copy
4. Power of Attorney in the name of the person authorized to sign and submit Eol on behalf of the entity / organization / company.

5. Business details of the participant / applicant as prescribed in Part-2 along with documentary proof as applicable.

All documents submitted shall be duly self-certified by the participant as being true and authentic. Interest / Offer is liable to be rejected if documentation is not complete.

**Security Deposit (SD):**

A Bank Guarantee valued equivalent to One Month Ash Requirement Cost plus Freight Charges for Ash Transportation through NTPC`s owned BTAP rakes or Rs. 50,00,000 whichever is higher, in favour of NTPC Ltd, shall be submitted by Successful Bidder(s) as a security deposit along with submission of LOA / LOI acceptance.

The said Bank Guarantee will be encashed in case of following: (attributable to bidder)

- a) Non-lifting of at least 75 % dry fly ash of monthly agreed / adjusted quantity\*\* on quarterly basis.
- b) Any liability which will accrue to Indian Railways (IR) during transportation of dry fly ash such as damage / stabling charges levied / claimed by IR or any other dues as ascertained by IR and in case of the non- payment of such dues claimed by IR within the stipulated period.
- c) Any liability arising due to non-fulfilling of responsibility by Successful Bidder(s) in respect of the consignment, to abide by the rules & regulations, notifications, laws laid by Pollution Control Board, MOEF&CC, etc.
- d) Any liability arising due to damage caused to Wagons of NTPC`s owned BTAP Rake attributable to Successful Bidder.

\*\*Adjusted quantity means final allocated quantity to the bidder after adjusting the quantity of fly ash which NTPC Station could not provide to the bidder for lifting for any reason whatsoever, but not attributable to the bidder.

## Part 2: Format for Submission of Response to EOI

(On official letter head of the Bidder)

(To be submitted by the Bidder along with specified documents)

### EOI for Issue of Dry Fly ash from NTPC Thermal Power Stations (TPPs) in NTPC`s owned BTAP Wagons Rake.

Sl. No.	Description	Details
1	Name of the Bidder	
2.	Status (Company / Individual / Partnership firm)	
2.1	GST No, as may be applicable	
2.2	PAN No.	
2.3	Nature of Business:	
	Name of the Product / Service	
	Production / Service Capacity per Annum	
	Actual Production / Service previous Financial Year	
	Location and Address of Production / Service Facility	
	Whether capable of handling dry fly ash in an environmentally friendly way as per extant regulation / law (Yes / No)	
3	Registered Address	
	Telephone No.	
	Mobile No.	

4	Communication Address				
	Telephone No.				
	Mobile No.				
5	GSTIN No. / UIN No.				
6	<b>Required Fly Ash Quantity and Price details:</b>				
SN	Manufacturing Unit Location (with Railway Siding Code)	Source NTPC Plant for Fly Ash lifting (only one source plant in a row)	Distance between two Locations (km)	Quantity proposed to be lifted (LMT/ annum)	Price proposed to be paid by the Bidder to NTPC*** (Rs./MT)
6.1					
6.2					
6.3					
6.4					
6.5					
6.6					
6.7					
6.8					
6.9					
6.10					
*** Price over and above the expenses payable as per clause 1 of Terms and Condition (Part 4) of this document					

7	<b>Details of Manufacturing Unit(s) as listed above</b>				
SN	Manufacturing Unit Location (with Railway Siding Code)	Fly Ash Storage capacity: (Number of silos / capacity)	How many rakes per month can be taken?	Whether pneumatic unloading facility for BTAP wagons available If No, Availability by	Expected unloading Time for full BTAP Rake
7.1					
7.2					
7.3					
7.4					
7.5					
7.7					
7.7					
7.8					
7.9					
7.10					
8	Avenue(s) as listed in extant MoEF&CC`s Gazette Notification in which the Bidder proposes to utilize the dry fly ash, if issued.	SN	Avenue Name		Quantity Required
		1.			
		2.			
		3.			
		4.			
			Total		

<b>Details of the Person authorized to sign all documents including correspondence, etc.</b>		
11	Name of the Authorized Person	
	Designation	
	Telephone No.	
	Mobile No.	
	Email Id	
12	Any other relevant information	

**For and on behalf of \_\_\_\_\_**

Date:

Place:

Signature:  
(Authorized Representative)

Name:

Designation:



### **Part 3: Undertaking and Declaration by Bidder.**

#### **UNDERTAKING**

I / We \_\_\_\_\_ (Name of the firm / individual) hereby certify that I / 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. My / Our offer is in conformity with all the terms and conditions of the EoI including all corrigendum/addendum, if any. In the event of allocation of ash to me / 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.

It is hereby confirmed that, I am / 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 of ash quantity allocated to me / us:**

I / We agree to comply with all applicable statutory regulations including those regarding safety, environment, sustainability, road / rail 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 Engineer In Charge (EIC) and with the other agencies working in the area as directed by EIC with the objective of smooth and safe execution of the collection and utilization of Dry Fly 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 and for future obligations (if any) by way of omission or commission by me / us or my / our representatives / agents.

I / We hereby undertake to utilize the ash issued by TPP for only Ash Utilization Avenues as identified in extant MOEF & CC Notification. I/We also agree to submit on Half Yearly basis, an affidavit, on “Actual Utilization” of the issued ash for the purposes / Avenues as identified in extant MOEF & CC Notification.

I / We shall have no objection to the forfeiture of security deposit amount, in case I / we 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 and authentic to the best of my/our knowledge and I / we understand and accept that if at any stage, the information furnished is found to be incorrect or false, I am / we are liable for disqualification from this EoI and also liable for any other penal action that may arise due to the above.

**DECLARATION**

I / We understand that:

1. This Eol by NTPC is not a commitment for dry fly ash tie-up/ agreement.
2. I / We shall be bearing all costs associated with the preparation and submission of the Eol. 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 as per Railway Receipt (RR), NTPC`s Administrative charges (Presently @ 12% on basic freight rate), haulage charges and other charges as applicable in case of transportation by rail in Environment friendly manner, will be in my / our scope.
  
4. We agree to abide by the Free time allowed by NTPC for unloading and release of NTPC`s owned BTAP rake.
  
5. Security Deposit: I / We shall be required to submit Security Deposit valued equivalent to One Month Ash Requirement Cost plus Freight Charges for Ash Transportation through NTPC`s owned BTAP rakes or Rs. 50,00,000 whichever is higher, in favour of NTPC Ltd, along with submission of LOA/LOI acceptance. 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 Dry Fly Ash allocation to me / us.

Thanking you,

(Signature of authorized person)

Date ...../ ...../ .....

Name .....

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Place: .....

Designation: .....

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Name of the Company: .....

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Address: .....

.....

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Company Seal: .....

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## **Part 4: Terms and Conditions and General Guidelines:**

1. Dry fly ash shall be issued and Transported through NTPC`s owned BTAP wagon rake. Full freight as per Railway Receipt (RR) plus NTPC`s Administrative charges (Presently @ 12% on basic freight rate) between NTPC Station and identified Ash Delivery Point will be borne by successful Bidder(s).
2. Full freight as per Railway Receipt (RR) plus NTPC`s Administrative charges (Presently @ 12% on basic freight rate) will be paid to NTPC in advance with the request for placement of NTPC`s owned BTAP Rake for the purpose of transportation of dry fly ash.
3. Dry fly ash will be issued as per full BTAP Rake Capacity (approx. 3060 Metric Ton) at any given instance.
4. All charges payable to railway irrespective of nature and account related to the process of Loading, Transport and Unloading shall be borne by the bidder.
5. Fly ash shall be issued from the Ash Silo as decided by EIC to the successful Bidders (or their authorized representatives as may be agreed to in writing by the EIC), considering Dry Ash Evacuation System (DAES) availability, Operational and Safety issues, on 'as is where is' basis.
6. Obtaining Route Permission shall be in the scope of NTPC. However, rest all permissions / authorization for transporting and all charges / taxes / duties / levies etc. towards the same will be in the scope of successful Bidder.
7. While NTPC shall arrange the loading at plant end, and carry out Railway Receipt (RR) formality, necessary Coordination and liasioning in respect of Loading and Transportation of fly ash will be in the scope of Bidder.
8. All arrangements and execution at unloading end shall be in the scope of Bidder.
9. Free Time allowed for unloading shall be determined on case to case basis by NTPC and same shall be binding upon the Bidder.
10. Extra detention beyond the free time shall attract additional charges which shall be intimated by NTPC from time to time and shall be binding upon the Bidder.
11. Bidders shall make themselves aware of the various extant Rules, Procedures, Safety norms, Environmental and Sustainability Guidelines etc. and carry out their activities in full compliance with the same.
12. Depending upon operational convenience, safety, etc. EIC can schedule the lifting of ash from Ash Silos by different agencies, which shall be binding upon the Successful Bidders. The schedules and deployment may be worked out / altered based on periodic meetings between concerned stakeholders.
13. Statutory / regulatory compliances shall be binding upon all the Bidders and verifiable by TPP.
14. Non – compliance shall attract penal actions ranging from fine to termination of contract / agreement / issue of Dry Fly ash as decided by EIC
15. The Bidder shall submit undertaking for adherence to the extant provisions for Ash transportation in an Environment friendly manner as mandated by Statutory Authorities.

16. Successful Bidder shall submit affidavit on Non – judicial stamp paper of requisite value, certifying the complete Utilization of issued Dry Fly ash, in adherence with the provisions of the extant Notification and other applicable statutory regulations. This affidavit, in prescribed format, shall be submitted on Half Yearly basis to the EIC.
17. 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 successful Bidder or its representative / agent, during the course of execution and for future obligations (if any) by way of omission or commission, the successful Bidder shall keep TPP effectively indemnified of any such liability. An indemnity bond shall be submitted before start of lifting of Ash.
18. NTPC reserves its right to take appropriate action as deemed fit, in case information / details provided are found false even at a later date.