

General Information

INTRODUCTION

NTPC Ltd. is the largest power generating company in India having total installed capacity of 69,134.20 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 Dry Fly Ash on free of cost basis from its power plant NTPC Rihand to potential users. The details on Dry Fly Ash availability is given at **Table 1**.

EXPRESSION OF INTEREST:

NTPC Limited invites Expression of Interest (EOI) from interested users of Dry Fly Ash like Cement Plants, Brick kilns, Road and Construction Agency, Transporters. Traders and suppliers, etc. in the prescribed **FORMAT (Annexure- VI)** for issue of Dry Fly Ash from NTPC Rihand (hereinafter referred to as RhSTPP).

Sl. No.	Thermal Power Plant / Installed capacity (MW)	Location of plant	Dry Fly Ash Quantity available for Issue during Sep`22 to Aug`23 (LMT)	Contact Person / Designation / Mobile No.	Email ID for submission of Eoi.
1	RhSTPP 3000 MW	Postoffice: Rihand Nagar Distt Sonebhadra State Uttar Pradesh PIN:231223	5.45	Vishwajeet Ghosh AGM (AUD &EMG) 9650992763 Amit Dhiman Sr Manager (EMG & AUD) 9650995356 Raghvendra Narayan Sr Manager (EMG) 6261896361	emgrihand@ntpc.co.in vishwajeetghosh@ntpc.co.in amitdhiman@ntpc.co.in ragvendranarayan@ntpc.co.in

How to apply

Interested Ash Users desirous of lifting Dry Fly Ash from NTPC Rihand 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) on or before **1700 hrs. of 20th August 2022**. 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 Dry Fly Ash Quantity:

Dry Fly ash will be allocated Ash on ‘**First Come First Served Basis**’ i.e. based on the chronological receipt of interest among such parties. However, transportation of Dry Fly Ash will be in the scope of Ash Recipient(s) only.

Dry Fly Ash shall be issued from the Ash Silos of the NTPC Rihand, 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 Dry Fly ash.
3. To cover the cost of arrangements to be made by RhSTPP, which otherwise are in the scope of Ash recipient as per Terms and conditions of LoA / Lol. RhSTPP 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. Dry Fly Ash shall be issued from the Ash Silos of RhSTPP 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 Silos.
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 RhSTPP.
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 etc. EIC can schedule the lifting of ash from Silos, 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 RhSTPP.
8. Non – compliance shall attract penal actions ranging from fine to termination of contract / agreement / issue of Dry Fly ash as decided by EIC.
9. Loading from Ash Silos shall be in the scope of NTPC Rihand and T&Ps, transportation of fly Ash shall be in the Scope of the recipient(s). Period of deployment of T&Ps and Vehicles for this purpose, shall be decided by the EIC.
10. 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.
11. The recipient agency shall also furnish all Road Permits, Operator Licenses, Equipment Worthiness Certificates etc. for the deployed Vehicles at the time of start of work and thereafter as and when demanded by the EIC for verification.
12. Recipient agencies shall submit affidavit on Non – judicial stamp paper of requisite value, certifying the complete use of issued RhSTPP Dry Fly 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.

13. In case of any liability on RhSTPP, 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 RhSTPP effectively indemnified of any such liability. An indemnity bond shall be submitted before start of lifting of Fly Ash.
14. RhSTPP may consider part / full facilitation for lifting of Dry Fly ash through rail – mode / road cum rail mode, subject to feasibility, cost economics and augmentation of ash utilization, within the parameters of the Policy.
15. 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 shutdowns also affect generation of electricity and thus generation of Fly ash. Though all efforts will be made to maintain contracted quantity of Fly ash available, Owner does not guarantee availability of Fly ash as per contracted quantity regularly and will not be liable for any compensation or damages for non-delivery of required quantity of the Fly ash.

Format for Response to EOI

EOI for Issue of Dry Fly ash from NTPC RIHAND SUPER THERMAL POWER PROJECT

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 Dry Fly ash: Cement/RMC/Brick/Others (Please specify):

8. Installed capacity of Ash based Product: _____

9. Dry Fly 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 RhSTPP.

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 Dry Fly ash utilization including 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 Dry Fly ash.

I / We agree to submit indemnity bond indemnifying NTPC Ltd 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 RhSTPP 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 Dry Fly 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 Dry Fly 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 Dry Fly ash allocation to me / us.

6. (Applicable for parties allocated Dry Fly 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:

.....