



NTPC Limited
(A Govt. of India Enterprise)

NTPC - Vindhyachal
Post- Vindhyanagar, Distt. Singrauli, MP – 486885

INVITATION FOR EXPRESSION OF INTEREST (EOI)
for Lifting of Pond Ash on Free of Cost, First come First Served
Basis from NTPC-Vindhyachal Super Thermal Power Plant –
April'23 to Mar'24

EOI No.: VSTPS / POND ASH / 2022-23/01 **Date:** 10.04.2023

NTPC-Vindhyachal invites Expression of Interest (EOI) from interested Ash Users for lifting of Pond Ash, for one year duration, on 'free of cost', 'First come First Served' and 'as is where is' basis from NTPC-Vindhyachal Super Thermal Power Plant, Situated at Singrauli district, Vindhyanagar, Madhya Pradesh - 486885. Lifting and Transportation of the ash shall be the responsibility of the interested Ash User.

How to Apply

Interested parties are requested to submit their requirement(s) in the specified standard format to mukeshkashyap@ntpc.co.in / chabilalsharma@ntpc.co.in by 18 hrs. of 20.04.2023 For any clarification please contact on 96509 99621 or 94353 22207

'General Information' and 'Standard format for application' for Expression of Interest have been uploaded on www.ntpctender.ntpc.co.in.

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

Leading the Power Sector

Size: 8x9Cm



एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)

एनटीपीसी – विंध्याचल
पोस्ट – विंध्यनगर, जिला : सिंगरौली, म.प्र. – 486885

एनटीपीसी-विंध्याचल सुपर थर्मल पावर प्लांट से निःशुल्क, पहले आओ पहले पाओ आधार पर पॉड ऐश को उठाने के लिए रुचि की अभिव्यक्ति (ईओआई) हेतु आमंत्रण – अप्रैल '23 से मार्च '24

ईओआई नं.: VSTPS / POND ASH / 2022-23/01 **दिनांक:** 10.04.2023

एनटीपीसी-विंध्याचल द्वारा सिंगरौली जिला, विंध्यनगर, मध्य प्रदेश – 486885 में स्थित एनटीपीसी-विंध्याचल सुपर थर्मल पावर प्लांट से 'निःशुल्क' 'पहले आओ पहले पाओ' और 'जैसा है जहाँ है' आधार पर एक वर्ष की अवधि के लिए पॉड ऐश उठाने के लिए इच्छुक ऐश यूजर्स से रुचि की अभिव्यक्ति (ईओआई) आमंत्रित की जाती है। ऐश को उठाने एवं उसके परिवहन की जिम्मेदारी इच्छुक ऐश यूजर की होगी।

आवेदन कैसे करें

इच्छुक पार्टियों से अनुरोध है कि वे निर्धारित मानक प्रारूप में अपनी आवश्यकता (एँ) 20.04.2023 को 18 बजे तक mukeshkashyap@ntpc.co.in / chabilalsharma@ntpc.co.in पर जमा कर दें। किसी भी प्रकार के स्पष्टीकरण के लिए कृपया फोन नं. 96509 99621 या 94353 22207 पर सम्पर्क करें।

रुचि की अभिव्यक्ति के लिए 'सामान्य जानकारी' और 'आवेदन हेतु मानक प्रारूप' www.ntpctender.ntpc.co.in पर अपलोड किया गया है।

पंजीकृत कार्यालय: एनटीपीसी भवन, स्कोप कॉम्प्लेक्स, 7, इन्स्टिट्यूशनल एरिया, लोदी रोड, नई दिल्ली – 110003। www.ntpc.co.in, सीआईएन: L40101DL1975GOI007966

विद्युत क्षेत्र में उज्ज्वली

Size: 8x9Cm

**PROFORMA OF "INDEMNITY BOND"
FOR
"ISSUE OF POND ASH FROM NTPC
VINDHYACHAL"**

INDEMNITY BOND

(On non-judicial paper of appropriate value and to be stamped in accordance with Stamp Act. The stamp paper to be in the name of Ash Recipient)

This bond of indemnity is made on this..... day of.....by(name),..... (address) and(details of the incorporation of the Ash Recipient) hereinafter referred to as the 'Ash Recipient' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) in favour of.....NTPC Limited -xxx.... (hereinafter referred to as the 'Thermal Power Plant (hereinafter called TPP)', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns)

WHEREAS, TPP has issued to the Ash Recipient, an order/ permission letter No..... dated..... and in terms of the said Order, the TPP has agreed to issue Pond Ash to Ash Recipient.

AND WHEREAS one of the conditions for the issue of the 'Pond Ash' is that the Ash Recipient shall furnish an Indemnity Bond in favour of the TPP, indemnifying TPP from any liability of whatsoever nature, which may arise due to violation / Non – compliance of any applicable norms / rules / regulations/ Guidelines / laws during the course of execution of order/ permission letter no..... by way of omission or commission by the Ash Recipient or its representatives / agents.

Now this Indemnity Bond witnesseth as follows:

- 1.0 The Ash Recipient hereby undertakes to fully and irrevocably indemnify and keep indemnified the TPP against any and all of various liabilities of whatsoever nature, which may arise due to violation / Non – compliance of any applicable norms / rules / regulations/ Guidelines / laws including MOEF&CC Guidelines during the course of lifting or handling of Ash and for future obligations (if any), by way of omission or commission by the Ash Recipient or its representatives / agents for Ash issued by the TPP to the Ash Recipient vide order / permission letter no.
- 2.0 This Indemnity Bond shall be valid till six (6) calendar months after the scheduled date / actual date of complete lifting of allocated Ash Quantity, whichever is later.
- 3.0 It is clearly understood and agreed to by the Ash Recipient that non-observance of the obligations under this Indemnity Bond by the Ash Recipient shall Inter-alia constitute a criminal breach of trust on the part of the Ash Recipient and they shall be liable for all legal/penal consequences thereof as decided by TPP.
- 4.0 Now the condition of this Bond is that the Ash Recipient shall duly and punctually comply with all the terms and conditions of this bond to the satisfaction of TPP, then, the above bond shall be void, but otherwise, it shall remain in full force.
- 5.0 That this bond shall be irrevocable during its validity period and the Ash Recipient shall not revoke this bond till it is discharged by TPP in writing.

WITNESS

..... (Signature)	(Signature)
..... (Name)	(Name of Ash Recipient)
..... (Official Address)	Name of the Authorized person having Power of Attorney..... Designation..... Seal.....

INVITATION FOR EXPRESSION OF INTEREST (EOI)

for

**Issue of pond ash on Free of Cost, First come First Served Basis with
Transportation by Bidder, from NTPC Vindhyachal**

Ref No. EOI No. **EOI No. VSTPS / POND ASH / 2023-24/01**

Date: **10.04.2023**

This expression of interest (Eoi) 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 elsewhere for deeming the request as acceptable.

Part 1: General Information

General Details about NTPC Vindhyachal:

NTPC Vindhyachal, located at Singrauli, Madhya Pradesh having a total installed capacity of 4760 MW, is engaged in the business of generation and sale of bulk power.

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 Vindhyachal intends to issue some of its Pond Ash on free of cost and on first come first served basis, with transportation cost being borne by the Bidders.

To facilitate this, NTPC Vindhyachal invites Expressions of Interest for above, for a period of 01 (One) year, from its 6 X 210 MW Stage - I units and 7 X 500 MW Stage - II, III, IV, V units. Further details regarding this Expression of Interest (Eoi) are as follows:

EXPRESSION OF INTEREST:

NTPC Vindhyachal invites Expression of Interest (EOI) for above, from interested Bidders, for utilization of pond ash in avenues as identified in extant MOEF&CC Notification, in the prescribed formats (Part-2 & Part-3).

Total quantity of fly ash in MT from the Station, available for issue tentatively is as per details given hereunder -

Power Stations / Location	Total Quantity offered for Eoi	Period of Supply
NTPC VINDHYACHAL SUPER THERMAL POWER STATION, Address - SINGRAULI, Madhya Pradesh - 486885	35,00,000 MT	01 year (Apr 2023 to March 2024)

How to apply

Interested Bidders desirous of receiving pond ash from NTPC Vindhyachal as per the terms and conditions of this Eoi, may submit their Expression of Interest along with specified documents and duly filled in enclosed “Part 2: Format for Submission of Response to EOI” and “Part 3: Undertaking and Declaration by Bidder” to the E – Mail address: chabilalsharma@ntpc.co.in, mukeshkashyap@ntpc.co.in on or before 18:00 hrs. of 20 April 2023.

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 for authorized person.
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 / Bid is liable to be rejected if documentation is not complete.

Allocation of pond ash Quantity:

Based on the time of receipt of responses to EoI, pond ash shall be allocated to various bidders free of cost and on first come first served basis, till the available offered quantity is exhausted. However, collecting from NTPC`s issue location and transportation thereafter, will be in the scope of the bidder only.

In case the same Bidder gets some allocation against both the Auction Process and this EoI, then the Ash quantity allocated against this EoI shall be issued to that Bidder, only after the Bidder completes the lifting / drawl of the allocation against the Auction Process

Daily allocation of pond ash shall be done as given below:

- 1. All successful bidders shall submit a monthly requisition containing a list of their day wise requested quantities for each month by the 22nd of the previous month. In case any bidder proposes to collect the ash through Rail (subject to Rail Loading Facility being available at the station), same shall also be indicated in this requisition.*
- 2. Based on above, corresponding annual allocated quantity and availability. NTPC shall determine and intimate the day wise allocation for each month by 28th of the previous month.*
- 3. All allocated bidders (or transportation vendors) shall be expected to follow the above schedule and mobilize accordingly.*
- 4. In case of non-mobilization / inadequate mobilization, NTPC may, at its discretion, allocate such quantity to alternate bidder(s) / avenue(s). Decision of Engineer in Charge (EIC)- NTPC shall be final and binding in this regard.*

Pond ash shall be issued from the, the designated area of Ash Dyke(s) / Pond(s) or other location as decided by EIC of the respective NTPC Station, on 'as is where is' basis.

Refundable Security Deposit (SD):

Successful Bidder 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. 1.00 / MT subject to minimum of Rs. 10,000. This SD will be kept for ensuring commitment of the Successful Bidder(s) for lifting the allocated Ash. An amount at the rate of Rs. 1.00 / MT of un-lifted quantity will be forfeited.

This Security Deposit will be refundable after adjustment of amount to be recovered, if any. 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.

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 pond ash from _____ (Name of Thermal Power Station (TPP) from where pond ash is to issued)

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 pond 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	Pond ash quantity sought against Eol (both in Figures and Words):	Figures:		
		Words:		
7	Whether allocated Ash in Last pond ash Auction Process from same station (Yes/No).			
	If Yes, Quantity allocated (in MT)			
	Rate Quoted Rs. per MT			
8	Address of the location where Bidder proposes to transport fly ash if issued.			
9	Avenue(s) as listed in extant MoEF&CC`s Gazette Notification in which the bidder proposes to utilize the pond ash, if issued.	SN	Avenue Name	Quantity Required
		1.		
		2.		
		3.		
		4.		
		Total		

Details of the Person authorized to sign all documents including correspondence, etc.		
10	Name of the Authorized Person	
	Designation	
	Telephone No.	
	Mobile No.	
	Email Id	
11	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 abide by the directions of the EIC (Engineer In Charge) with regard to procedures for collection of the Ash including Plant entry and exit, Weighment, Sequence of Loading, Discipline to be maintained while inside the Plant, Mobilization of adequate number of bulkers / covered trucks / suitable transportation arrangement conducive to environment friendly handling and transport etc. I / We agree to carry out the above 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 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 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 / 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 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 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. While I / we understand that the Station may at its discretion, consider part / full facilitation for lifting of pond ash thru rail – mode / road cum rail mode, subject to feasibility and cost economics, I / we also understand that I /we shall have no claim whatsoever, in this regard.
4. Allocation will be done on First Come First Served basis, to the parties who have submitted all requisite documents, complete in all respect within the stipulated time of submission of interest. 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 1.00 / MT subject to minimum of Rs. 10,000, along with submission of LOA / LOI acceptance. This Security Deposit will be refundable as per the conditions of LOA / LOI. 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 also 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 collect 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:

Part 4: Terms and Conditions and General Guidelines:

1. Pond ash shall be issued from, the designated area of Ash Dyke(s) / Pond(s) or other location as decided by EIC, to the Successful Bidders (or their authorized representatives as may be agreed to in writing by the EIC based on approval by HOP), considering Operational and Safety issues of Ash dyke.
2. 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.
3. No person / agency shall be allowed to lift ash without due permission from TPP.
4. 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 NTPC. 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.
5. Bidders eligible for collecting Pond ash shall apply for permission for the closed / covered Trucks / other suitable transportation medium that they propose to deploy and submit the same to EIC along with specified documents like registration, license, insurance etc, who shall arrange to verify the same and issue permission as per prevailing procedure adopted at the Station.
6. Depending upon operational convenience, safety, etc. EIC can schedule the lifting of Ash from Designated storage area 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. Agencies shall mobilize with adequate manpower, vehicles and machinery within 15 days of issue of communication from the EIC.
7. T&Ps, excavation, loading and transportation of Ash shall be in the Scope of the recipient(s).
8. Statutory / regulatory compliances (CTE/CTO from SPCB/CPCB, End user certificate etc) shall be binding upon all the Bidders and verifiable by TPP.
9. Non – compliance shall attract penal actions ranging from fine to termination of contract / agreement / issue of Pond ash as decided by EIC
10. Transportation of Ash shall be in the Scope of the Successful Bidder(s).
11. Road Permits, Operator / Driver Licenses, Insurance etc. for the deployed Vehicles shall be submitted at the time of start of work (and also when new and / or additional vehicles are deployed) and thereafter as and when demanded by the EIC for verification. The vehicles shall be in fit condition for safe operation.
12. Successful Bidders shall submit affidavit on Non – judicial stamp paper of requisite value, certifying the complete Utilization of issued Pond 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.

13. 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.
14. NTPC reserves its right to take appropriate action as deemed fit, in case information / details provided are found false even at a later date.

AFFIDAVIT

(To be submitted by the Ash Recipient on Half Yearly basis)

(To be executed on a non-judicial stamp paper of appropriate value)

(To be notarized before a notary public)

I..... son/daughter /wife of permanent resident of do hereby solemnly affirm and state on oath as under:

(1) That I am the owner / proprietor / partner / authorized representative of M/s having their registered office at and engaged in the business of

(2) That I / we have participated in auction/EOI for allotment of Ash from **NTPC-Vindhyachal** (Thermal Power Plant), against EoI/Bid Specification number and that I / we have been allocated quantity of Ash from **NTPC-Vindhyachal** (Super Thermal Power Station).

(3) That I hereby affirm that Ash Recipient, M/s has used the received Ash quantity in adherence to the relevant provisions specified vide extant Notifications and other applicable statutory regulations, in the following activities: -

- 1.....
- 2.....
- 3.....

DEPONENT

VERIFICATION

Verified on..... this day of that the contents of our affidavit are true and correct to the best of my knowledge and nothing material has been concealed thereof.

DEPONENT