



NTPC Limited

(A Govt. of India enterprise)

INVITATION FOR EXPRESSION OF INTEREST (EOI)

NTPC- Vindhyachal

Post: Vindhyachal, Distt. Singrauli M.P.- 486885

for Lifting of Dry Fly Ash (through Rail Loading facility) on Free of Cost, First come First Served Basis from NTPC-Vindhyachal Super Thermal Power Plant –**June'23 to May'24**

EOI No. VSTPS / DRY FLY ASH (RAIL) / 2023-24/01

Date: 10.06.2023

NTPC-Vindhyachal invites Expression of Interest (EOI) from interested Ash Users for lifting of Dry Fly Ash, for one year duration, on 'free of cost', 'First come First Served' and 'as is where is' basis from 'Rail Loading facility' of **NTPC-Vindhyachal** Super Thermal Power Plant, situated at Singrauli district, Vindhyachal, Madhya Pradesh - **486885**. 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 / sumedhbagde@ntpc.co.in by **18 hrs. of 20.06.2023** For any clarification please contact on **9650999621** or **9425823680**

'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



एनटीपीसी लिमिटेड

(भारत सरकार का उद्यम)

अभिरुचि की अभिव्यक्ति (ईओआई) आमंत्रण

एनटीपीसी - विंध्याचल

डाक घर: विंध्यानगर, जिला सिंगरौली, एमपी - 486885

एनटीपीसी - विंध्याचल सुपर थर्मल पावर प्लांट से निःशुल्क, पहले आओ पहले पाओ आधार पर ड्राई फ्लाइ ईश का 'रेल लोडिंग की सुविधा' द्वारा उठाने के लिए अभिरुचि की अभिव्यक्ति (ईओआई) आमंत्रण सूचना-जून 2023 से मई 2024 तक

ईओआई नं.: वीएसटीपीएस / ड्राई फ्लाइ ईश (रेल) / 2023-24 / 01

दिनांक: 10.06.2023

एनटीपीसी - विंध्याचल द्वारा सिंगरौली जिला, विंध्यानगर, मध्य प्रदेश - 486885 में स्थित एनटीपीसी-विंध्याचल सुपर थर्मल पावर प्लांट से 'निःशुल्क', 'पहले आओ पहले पाओ' और 'जैसा है जहां है' आधार पर 'रेल लोडिंग की सुविधा' द्वारा एक वर्ष की अवधि के लिए ड्राई फ्लाइ ईश को उठाने के लिए इच्छुक ईश यूजर्स से अभिरुचि की अभिव्यक्ति (ईओआई) आमंत्रित की जाती है। ईश का उठाने एवं उसके परिवहन की जिम्मेदारी इच्छुक ईश यूजर्स की होगी।

आवेदन कैसे करें

इच्छुक पार्टियों से अनुरोध है कि वे विनिर्दिष्ट मानक प्रारूप में अपनी आवश्यकता 20.06.2023 को 18.00 बजे तक mukeshkashyap@ntpc.co.in/ sumedhbagde@ntpc.co.in पर जमा करें। किसी भी प्रकार के स्पष्टीकरण के लिए कृपया 9650999621 या 9425823680 पर संपर्क करें।

अभिरुचि 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, इंस्टीट्यूशनल एरिया, लोदी रोड, नई दिल्ली-110003, दिल्ली-110003, www.ntpc.co.in, सीआईएन: L40101DL1975GOI007966

विद्युत क्षेत्र मेन अग्रणी

INVITATION FOR EXPRESSION OF INTEREST (EOI)

for

Issue of dry fly ash on Free of Cost, First come First Served Basis with Transportation by Bidder, from NTPC XXXX

Ref No. EOI No. EOI No. VSTPS / DRY FLY ASH (RAIL) / 2023-24/01

Date: 10.06.2023

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.
- v. **Part 5:** Special Terms and Conditions Relating to Transportation of Fly Ash in Railway
Wagons

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 Dry 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 rail loading facilities of stage – I and stage – IV units. Further details regarding this Expression of Interest (Eoi) are as follow:

EXPRESSION OF INTEREST:

NTPC **Vindhyachal** invites Expression of Interest (EOI) for above, from interested Bidders, for utilization of dry fly 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	4.00 LMT	01 year (JUNE 2023 to MAY 2024)

How to apply

Interested Bidders desirous of receiving dry fly 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: sumedhbagde@ntpc.co.in, mukeshkashyap@ntpc.co.in on or before **18:00 hrs. of 20 June 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 dry fly ash Quantity:

Based on the time of receipt of responses to EoI, dry fly 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 fly 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.*

Dry fly ash shall be issued from the discharge chute of designated ash Silos / Other Suitable Locations as decided by the Engineer in charge (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 dry fly ash from _____ (Name of Thermal Power Station (TPP) from where dry fly 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 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	Dry fly ash quantity sought against Eol (both in Figures and Words):	Figures:		
		Words:		
7	Whether allocated Ash in Last dry fly 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 dry fly 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 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 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. While I / we understand that the Station may at its discretion, consider part / full facilitation for lifting of dry fly 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 dry fly ash allocation to me / us.

6. (Applicable for parties allocated dry fly 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. Dry fly ash shall be issued from from Ash Silo Chutes / Ash Silo Chutes at Direct Rail Loading Facility at Stage # 1 and Stage # 4 of NTPC Vindhyanchal / Other Suitable Locations as decided by Engineer-In-Charge of the NTPC Vindhyanchal. (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.
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. Depending upon operational convenience, safety, etc. EIC can schedule or reschedule the lifting of ash from Ash Silos by different agencies, which shall be binding upon the Successful Bidders. Successful Bidders shall start collecting the Ash as per their respective allocation as per the schedule intimated by the EIC.
5. Statutory / regulatory compliances shall be binding upon all the Bidders and verifiable by TPP.
6. Non – compliance shall attract penal actions ranging from fine to termination of contract / agreement / issue of Dry Fly ash as decided by EIC
7. Transportation of Ash shall be in the Scope of the Successful Bidder(s).
8. Successful Bidders 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.
9. 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.
10. NTPC reserves its right to take appropriate action as deemed fit, in case information / details provided are found false even at a later date.

Part 5: SPECIAL TERMS AND CONDITIONS RELATING TO TRANSPORTATION OF FLY ASH BY RAIL FROM NTPC VINDHYANCHAL STPS

1. Rail wagons / rake / Bulkers (BTAP or BOXN or BCCW or BCFC or any other type) are to be arranged by the bidder.
2. Bidders may quote the quantity required starting from the minimum quantity of 6,000 MT and in multiples of 3,000 MT (Three Thousand Metric Tonne) i.e. 6,000, 9,000, 12,000, 15,000 and so on.
3. Before commencement of supply of fly ash by rail, the bidder will be required to submit an Additional Security Deposit of INR 20,00,000 /- as security to cover any possible demurrage or other charges (say transportation etc.) as levied by railways to NTPC. Additional Security Deposit can also be submitted in the form of Bank Guarantee.
4. BTAP or BOXN or BCCW or BCFC or any other type of Railway Wagons shall be arranged by the bidder at their own cost. Coordination with Indian Railways, regarding movement of empty and filled wagons will be in the scope of the bidder. However, NTPC Vindhyanchal STPS will support the bidder in coordinating with Indian Railways for subject work to the extent possible.
5. The railway siding of NTPC Vindhyanchal will be provided free of cost to the bidder for Fly Ash Loading and Transportation through Rakes.
6. The Placement / Shunting of the Rake with the help of Indian Railway / Private / NTPC Locomotives shall be arranged for bidder by NTPC.
7. The freight, demurrage, any other charges including penalties, if any, imposed by Railways or statutory authorities, must be borne by the bidder.
8. If bidder gives request in advance for providing NTPC Locomotive for rake shunting activities, then it would be provided free of cost to Fly Ash User Agency, subject to availability of the Locomotive at NTPC Vindhyanchal.
9. In case of any damage to NTPC property by the bidder, the bidder must arrange repair / replacement /rectification at their own cost and in a time bound manner.
10. Railway Locomotive required for shunting of wagons and for movement of railway wagons from exchange yard to silo / loading location and back to exchange yard shall be provided by NTPC Vindhyanchal on free of cost basis for this contract purpose.
11. For transportation of fly ash by rail by the bidder, all permissions / authorization for loading and all charges/ taxes / duties / demurrage / levies etc. towards the same will be to the account of the bidder. However, where inputs are required by Railways from NTPC, the same shall be done by NTPC.
12. Route clearance for railway rake movement, clearance from pollution control authorities (if required) and /or any other clearance involved in subject work shall be obtained by the bidder prior to the first off take of Fly Ash.
13. Bidder shall seek Co-User permission from Indian Railways for using NTPC Vindhyanchal Railway Siding. This will enable bidder to place Indent with Indian Railways on behalf of NTPC Vindhyanchal
14. NTPC Vindhyanchal will issue necessary letters / certificates / authorizations to facilitate the Co-User permission from Indian Railways.
15. If more than one party is awarded for supply of fly ash by rail, a 'forum' (a consortium) may be formed Of all the rail awarded parties, which will become co – user to NTPC and place indent to the railways on behalf of each member

as per requirement. Any other modus operandi as suggested by Railways or as possible may also be followed.

16. Railway Freight Charges, Handling Charges, Demurrage, Any Punitive Charges on account of Under Loading and / or Over Loading, all other associated charges shall be borne by the bidder without any financial liability on NTPC Vindhyanchal.
17. BOX-N or any similar type of wagon / rake, deployed by the bidder, are to be covered by Tarpaulin (to be arranged by the Bidder) in such a way that there is no chance of Environment pollution during transit.
18. The openings of BOX-N, BTAP or BCCW or BCFC or any similar type of rake deployed by bidder are to be closed tightly in such a way that there is no chance of Environment pollution during transit. In case of any complaint of Environment pollution caused during transit, it will be the responsibility of the bidder to take corrective action. If any penalty or legal action is imposed due to Environment pollution, it will be the responsibility of the bidder to face such action. The bidder will indemnify NTPC Vindhyanchal from any penalty or legal action.
19. Interested bidders are advised to send preferably private rakes initially to streamline the process to avoid demurrage charges.
20. The bidder shall depute his authorized representative to the power station for co-ordination and taking delivery of fly ash.
21. The bidders shall coordinate and the process of transportation of Fly ash by rail in consultation with EIC. Work progress review meeting with EIC on weekly basis or as and when called, shall be attended by successful bidder or his representative at his own cost.
22. The bidder shall not sub-let the work without prior approval of NTPC Vindhyanchal.

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 Super** Thermal Power Station, against EoI/bid number VSTPS / DRY FLY ASH (RAIL) / 2023-24/01 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

**PROFORMA OF "INDEMNITY BOND"
FOR
"ISSUE OF DRY FLY 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 Dry Fly Ash to Ash Recipient.

AND WHEREAS one of the conditions for the issue of the 'Dry Fly 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 of Ash Recipient)
(Name)

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