

# INVITATION FOR EXPRESSION OF INTEREST (EOI)

## Form

Industries /Companies/Traders/Individuals etc.

for

**Purchase of IS 16720 compliant ash bricks from  
NTPC Kaniha at Rs 3.93 /brick (06% GST)  
on first come first serve basis-Ex Kaniha Basis.**

**APPLICATION FORM  
(FOR PURCHASE OF ASH BRICKS)**

*(To be submitted on APPLICANT's Letter Head but letter head is not required if applying as individual.)*

**Notice No: AM/TSTPS/2023-24/01**

**Date: 13.06.2023**

**AGM (Ash Management)  
NTPC Kaniha,  
PO: Deepsikha, Angul,  
Odisha-759147.**

**Dear Sir,**

**Sub: Request to purchase ash bricks from NTPC Kaniha station.**

We, the undersigned, submits application for the subject and declare the following:

- (a) We are duly authorized to represent and act on behalf of \_\_\_\_\_ (name of the firm).
- (b) We have examined and have no reservations to the Terms and conditions at annexure-1 of the document including Amendment(s) & Clarification(s) \_\_\_\_\_ (if any).
- (c) With reference to your invitation for purchase of ash brick advertisement dated \_\_\_\_\_, we are furnishing herewith all the required details as per the prescribed Annexures.
- (d) NTPC and /or its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application and to seek clarifications from our bankers/suppliers, clients etc.
- (e) This application will also serve as authorization to seek/ request information as deemed necessary from any individual or authorized representative of any institution referred in the supporting document provided by APPLICANT.
- (f) NTPC and /or its authorized representatives may contact the following nodal persons for further information on any aspects of the application:

S. No.	Name and designation of contact Person(s)	Address for Communication	Telephone No	Email ID
1)				
2)				

(g) This application is made in the full understanding that:

- i. Through this short-term sale, NTPC intends to identify interested and capable parties in India to purchase ash bricks from NTPC stations. This process is not intended for empanelment of APPLICANT or pre-qualification of APPLICANT in forthcoming auctions.

- ii. NTPC reserves the right to reject or accept any or all applications, cancel/withdraw the sale process without assigning any reason whatsoever and in such case, APPLICANT shall not have any claim arising out of such action.
  
- (h) We declare that we have read and abide by the provisions of Fraud Prevention Policy of NTPC and submit the form of Acceptance of Fraud Prevention Policy duly filled as per NTPC's format.
- (i) The undersigned declare that the statements made, and the information provided in the duly completed application are complete, true and correct in every detail.

SIGNATURE

(AUTHORISED SIGNATORY)

(OFFICE STAMP)

DATE \_\_\_\_\_ NAME \_\_\_\_\_ DESIGNATION \_\_\_\_\_

PLACE \_\_\_\_\_

**Applicant's Profile**

1. **Name of the entity/party** : .....
2. **Address** : .....
3. **Nature of Business** : (Tick the correct box)  
Export/Import   
Trader   
Construction agency   
Ash based products  Please Specify : .....
- Others  Please Specify : .....
4. **Classification of Company**  
Public Limited   
Partnership Limited   
Private Limited   
Others  Please Specify : .....
5. **Contact Details**  
NAME: .....  
DESIGNATION: .....  
MOBILE NO.: .....  
EMAIL-ID: .....
6. Proposed end use of the ash bricks: .....
7. Years of experience in the business: .....
8. Annual Turnover .....
9. Total requirement of ash bricks..... (nos.)/annum
10. Whether willing to enter in long term MOU                    YES         NO   
If yes (please specify no. of years) .....

**Required quantity of Ash Bricks and Proposed schedule**

<b>Details of the Ash Bricks required</b>		
<b>Sl. No.</b>	<b>Location</b>	<b>Total Quantity required (In nos. for 3 months)</b>
1)	NTPC Kaniha	

**Proposed Schedule of offtake for ash bricks from NTPC Kaniha**

<b>S.No.</b>	<b>Month</b>	<b>Proposed Offtake quantity of ash brick (In nos.)</b>
1)	1 <sup>st</sup> Month	
2)	2 <sup>nd</sup> Month	
3)	3 <sup>rd</sup> Month	

**Note:** The above provided schedule is only indicative. The actual schedule shall be mutually decided as per terms and conditions of scope of work clause (5).

**(FORM FOR ACCEPTANCE OF FRAUD PREVENTION POLICY)**

We have read the contents of Fraud Prevention Policy of NVVN displayed on the tender website <http://www.ntpctender.com> and undertake that we shall strictly abide by the provisions of Fraud Prevention Policy of NTPC.

SIGNATURE

(AUTHORISED SIGNATORY)

(OFFICE STAMP)

DATE \_\_\_\_\_ NAME \_\_\_\_\_ DESIGNATION \_\_\_\_\_

PLACE \_\_\_\_\_

**(ANY OTHER INFORMATION)**

If Applicant desires to share any other additional Information relevant to the work / assignment like brochure, future plan or any suggestion, it may be given here.

## Annexure-1

### Terms and Conditions for Purchase of Ash Bricks from NTPC Kaniha

S No	Parameter	Description
1	Eligibility Criteria for Buyer	Any Indian entity/individual.
2	How to apply:	Interested Buyer shall submit the above application form along with GST registration (in case of a registered firm) and PAN card through email to the email id autstps@ntpc.co.in by 17.00 Hrs of xx.xx.xxxx
3	Quality Details of Ash Bricks	The Ash bricks are compliant to IS 16720
4	Available Quantity of ash bricks for sale	<b>15.00 Lacs per month.</b>
5	Quantity allocation Methodology:	<p>The quantity shall be allocated to interested buyers on first come first serve basis.</p> <p><b><u>Minimum buy Quantity:</u></b> The minimum buy quantity of ash bricks shall be 20,000 nos with minimum lifting of 3000 bricks at one occasion.</p> <p><b><u>Sale Price:</u></b> Sale price shall <b>Rs 3.93 per brick (6% GST Extra). -Ex Kaniha Basis</b> The applicable taxes and duties shall be paid by the buyer.</p> <p><b><u>Allocated quantity:</u></b> NTPC Kaniha shall give confirmation of the allocated quantity to the respective buyer and accordingly, Sale orders will be issued to various buyers based on their allocation by NTPC Rihand.</p>
6	Contract period	<p>A Buyer can offer to lift ash bricks for 03 months to 24 months.</p> <p>First off take of ash bricks by Buyer shall commence within 15 days from the deposit of advance.</p> <p>Advance shall be deposited within 7 days from confirmation of the allocated quantity and issuance of Sale order.</p>
7	Scope of Work	<ol style="list-style-type: none"><li>i. Subsequent to the advance payment of the ash brick. Buyer shall lift the ash bricks from ash brick storage facility of NTPC Kaniha ,on as in where is basis.</li><li>ii. Buyer should depute his authorized representative to the power station for coordination and taking delivery of ash brick.</li></ol>



		<ul style="list-style-type: none"> <li>iii. Loading of ash brick from storage facility of NTPC station in the truck/ vehicle of the buyer shall be done by the buyer and the quantity of ash brick loaded in buyers truck/ vehicle shall be witnessed by CISF representative.</li> <li>iv. The buyer shall make all other arrangements as required for lifting of ash brick from storage facility of NTPC stations.</li> <li>v. Truck/ vehicle loading schedule/working hours for lifting of ash bricks shall be given by the buyer and shall be finalized by respective Nodal officer of the station in mutual consultation with buyer. The buyer shall submit the proposed schedule as per Table-2 in Annexure-1 at least 15 days prior to the proposed lifting of ash bricks.</li> <li>vi. NTPC shall issue the test certificate of the Ash brick to the buyer. However, if buyer wants to get the ash brick tested, the same may be tested by the buyer before loading into their vehicle at its own cost.</li> <li>vii. In case of contradiction in the test reports of buyer &amp; NTPC, a joint sample of ash bricks will be collected &amp; will be sent to mutually agreed NABL laboratory in India. The cost of the same shall be shared equally by the buyer &amp; NTPC. The result of ash brick sample from NABL laboratory will then be binding &amp; final for both NTPC &amp; buyer.</li> <li>viii. In case the sample fails, the same quantity of ash bricks shall be provided by NTPC from another batch to the buye.</li> <li>ix. Once the ash bricks are loaded into the vehicle of the buyer &amp; exits NTPC premises, it is deemed to be sold. No further communication will be entertained with regard to quality &amp; quantity of ash bricks.</li> <li>x. The buyer shall adhere to the extant Gate entry/exit system being followed at NTPC station.</li> <li>xi. Transportation of ash brick from the NTPC station to the destination shall be done by the Buyer at its own risk &amp; cost.</li> <li>xii. The Buyer's transporter(s) shall have valid license of statutory, State Govt./Central Govt. Authority for transportation of specified goods, if required.</li> <li>xiii. Buyer shall comply with all statutory environmental and safety norms during the period of sale.</li> <li>xiv. Buyer should cover its truck/ vehicle with tarpaulin or any other means prior to exit of the truck/ vehicle from the NTPC premises to avoid any fugitive dust emission.</li> </ul>
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8	Payment Terms	<p>Delivery shall be made against advance payment. NTPC has the right to suspend the delivery of ash bricks in case the advance payment is not received or is not made by the required date.</p> <p>Payment will be made through Online customer portal (Details Attached).</p> <p>For creating account in customer portal and for Invoicing, NTPC Ltd will create a customer ID of the buyer in SAP system and for that PAN Card &amp; GST Details of the buyer will be required</p> <p>The amount of advance shall be equivalent to value of 1 month of off-take quantity, and the same shall be deposited by 28th day of proceeding month, before taking delivery. The advance amount shall be adjusted against delivery. All charges associated to the transaction including bank charges, commission etc shall be borne by the buyer. GST <b>and all other taxes &amp; duties applicable</b> on the Supply of ash bricks shall be paid by the buyer over and above the sale price of the ash brick. Such statutory liabilities, if any, shall be paid by buyer extra at actual.</p>

9	Special Conditions	The NTPC reserves the right to sell the quantity not lifted by the buyers to any other party.
10	Billing	NTPC will issue Challan/Exit gate pass for each truck/ vehicle of the buyer while making the delivery. Invoices shall be issued on monthly basis showing the value of the ash bricks delivered for each day, along with applicable duty/taxes/cess etc. The invoiced amount shall be adjusted against the advance payment made by the buyer(s).
11	Termination of Contract:	<p>NTPC reserves the right to terminate the contract in the event of breach of contract by the buyer giving 15 days' notice in writing of their intentions to do so.</p> <p><b><u>Following will constitute breach of contract:</u></b></p> <ul style="list-style-type: none"> <li>i. Delay in ash bricks off-take / non - lifting of ash bricks by Buyer from committed start date by more than 15 days.</li> <li>ii. In case, off take falls below 50% of contracted quantity during any month.</li> <li>iii. Buyer is not complying with operational and safety requirements.</li> <li>iv. Buyer has failed to discharge his obligations according to other terms &amp; conditions of contract.</li> <li>v. Non-payment/reimbursement of statutory taxes and duties by the Buyer.</li> </ul>
12	Settlement of Disputes	<p><b>Amicable Settlement</b></p> <ul style="list-style-type: none"> <li>i. In the event of any dispute or claim of any kind whatsoever that may arise between the parties as a result of construction, interpretation or application of any of the terms and conditions of this agreement or performance of it ("Dispute"), either party may by written notice inform the other party of a Dispute ("Dispute Notice").</li> </ul> <p>The parties shall within a period of 30 days from the date of receipt of Dispute Notice by such other party meet and endeavour to settle dispute in an amicable manner through good faith and negotiations. In the event of the failure of the parties to settle dispute amicably within such 30-days period, either party may settle dispute for resolution by conciliation.</p>