

INVITATION FOR EXPRESSION OF INTEREST (EOI)

for

Issue of pond ash on Free of Cost basis to Road Projects / Flyover embankments / Dams / Mines / Shoreline Protection structures in coastal Districts (as per extant MoEF&CC Notification and policy), from NTPC Rihand

EOI No. RhSTPS/ POND ASH / 2023-24/02

Date: 04.07.2023

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. **Annexure D_ Format Affidavit- Pond Ash Utilization**
- vi. **Annexure E_ Format Indemnity Bond -Pond Ash Utilization**

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 RHSTPS :

NTPC RIHAND SUPER THERMAL POWER STATION (RhSTPS), located at **Post office: Rihand Nagar, Distt Sonebhadra State:Uttar Pradesh PIN:231223** having a total installed capacity of 3000 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 RhSTPS** intends to issue some of its Pond on free of cost to Road Projects / Flyover embankments / Dams / Mines / Shoreline Protection structures in coastal Districts (as per extant MoEF&CC Notification and policy). Transportation cost (to the extent requested by the successful Bidder – with the provision that agency requesting the least support shall be given higher preference) shall be borne by **NTPC RHSTPS** within limits and as per criteria set by extant Notification, Advisory and Policy. Preference shall be given to requests having minimum cost implication to NTPC for transportation.

To facilitate this, **NTPC RHSTPS** invites Expressions of Interest for above, for a period of 01 (One) year, from its **Central Dyke No 1& 2**. Further details regarding this Expression of Interest (Eoi) are as follows:

EXPRESSION OF INTEREST:

NTPC RHSTPS invites Expression of Interest (EOI) for above from interested Bidders executing Road Projects / Flyover embankments / Dams / Mines / Shoreline Protection structures in coastal Districts (as per extant MoEF&CC Notification and policy), for utilization of pond ash in these avenues, 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
RIHAND SUPER THERMAL POWER STATION (RhSTPS) Postoffice: Rihand Nagar, Distt Sonebhadra State: Uttar Pradesh PIN: 231223	14 LMT	01 year (Aug 2023 to July 2024)

How to apply

Interested Bidders desirous of receiving pond ash from **NTPC RHSTPS** 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 amitdhiman@ntpc.co.in, emgrihand@ntpc.co.in on or before 17:00 hrs. of 20th July 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”:

A: Documents to be submitted at the time of submission of response to EOI:

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.
6. *Documents detailing the nature of the proposed Ash utilization being in line with the Extant Notification.*
7. *Time period during which Ash supply is required.*
 - a. *Start Date*
 - b. *Finish Date*

C: Documents to be submitted by the successful Bidder during the period of Ash supply:

1. *Daily Progress Report (as per specified format).*
2. *Quantity Received Certificate on Periodic basis as agreed with Engineer In Charge (EIC)*
3. *Affidavit for Actual Ash Utilization as per extant MoEF&CC Gazette Notification on Half Yearly basis in format prescribed by Engineer In Charge (EIC).*
4. *Any other document as required by the Engineer In Charge (EIC).*

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 for qualified projects, keeping in view minimum cost implication to NTPC for transportation of Ash, till the available offered quantity is exhausted. pond ash shall be issued free of cost.

In case the same Bidder gets some allocation against the last Auction Process and / or Eoi for free issue with transportation by bidder and also against 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 and / or Eoi for free issue with transportation by bidder as applicable.

Daily allocation of fly ash shall be done as per monthly requisition containing a list of their day wise requested quantity for each month submitted by the bidder by 22nd of the previous month and availability of Ash at the Station on that particular day. The ash shall be delivered to designated site / location as indicated in the requisition through transporters appointed by NTPC for the purpose. Bidder shall ensure timely unloading of the ash at destination and release of vehicles in reasonable time.

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 Pond Ash from Rihand Super Thermal power Station (NTPC RHSTPS) 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	Pond ash quantity sought against Eol (both in Figures and Words):	Figures:		
		Words:		
6	Period of requirement	Start Date:		
		End Date:		
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	Whether allocated Ash in Last pond ash Eol for free issue with transportation by bidder from same station (Yes/No).			
	If Yes, Quantity allocated (in MT)			
9	Address of the location where Bidder proposes to receive fly ash if issued.	Chainage wise quantity requirement in case of road projects		
10	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		

11	Whether transportation cost will be shared? (Yes / No)	
	If yes, then specify percentage to be shared by interested Bidder	
12	This TPP is the closest to the Project being executed. (Yes / No)	
	If No, name of the Thermal Power Plant (TPP) closest to the project:	
13	Reason for not sourcing Ash from closest project.	
14	Details of the Person authorized to sign all documents including correspondence, etc.	
	Name of the Authorized Person	
	Designation	
	Telephone No.	
	Mobile No.	
	Email Id	
15	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 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 agree to cooperate with the EIC and the deputed transportation agency / agencies in facilitating timely unloading of pond ash as per submitted schedule and in timely submission of details of measurement.

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 declare that _____ (Name of TPP) is closest to the project being executed for which supply of Ash is being sought.

OR

I / We declare that _____ TPP is closest to the project, however, supply of Ash has been denied from _____ TPP.

Further, I / We understand that:

- 1. This Eol 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 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. Allocation of Ash to different Eligible Projects shall be done by TPP in compliance with extant MoEF&CC Notification and in a manner, which will have minimum financial implication on TPP, till the offered quantity gets exhausted.
- 4. **(Applicable for parties allocated pond ash through last auction / Eol 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 Eol, it shall be mandatory on my / our part to collect all the Ash quantity allocated through last Auction process and / or Eol, then only quantity allocated against this Eol 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. 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.
5. Statutory / regulatory compliances shall be binding upon all the Bidders and verifiable by TPP.
6. On allocation of pond ash against this EoI, 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.
7. 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 Bidder shall keep TPP effectively indemnified of any such liability. An indemnity bond shall be submitted before the start of lifting of Ash.
8. Interested and eligible Bidders executing Project shall have to submit tentative time schedule of the project along with Expression of Interest.
9. Interested and eligible Bidders shall have to submit an End User Certificate for utilisation of supplied Pond Ash.
10. All Eligible Projects shall source Ash from Thermal Power Plants (TPPs) closest to their Project. Allocation of Ash by TPP shall be in compliance with the same.
11. It shall also be the responsibility of the successful Bidder to ensure that the Ash sent from the TPP is facilitated for quick unloading and release of vehicle.
12. NTPC reserves its right to take appropriate action as deemed fit in case information / details provided are found false even at a later date.

Annexure D_ Format Affidavit- Pond Ash Utilization

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-XXXXXX (Thermal Power Plant), against EoI/Bid Specification number and that I / we have been allocated quantity of Ash from NTPC-XXXXXXXX (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

Annexure E Format Indemnity Bond - Pond Ash Utilization

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 RhSTPS (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 witnessed 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)

.....

..... (Name)

.....

(Official Address)

(Signature)

(Name of Ash Recipient)

Name of the Authorized person
having Power of Attorney.....

Designation.....

Seal.....