

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 Kaniha**

Ref No. EOI No. DA/TSTPS/01

Date: 14.07.2023

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.

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 Kaniha:

NTPC Kaniha, located at Kaniha Block of District Angul, Odisha having a total installed capacity of 3010 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 Kaniha 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 Kaniha invites Expressions of Interest for above, for a period of 01 (One) year, from its 2 X 500 MW Stage-1 units and 4 X 500 MW Stage-2 units. Further details regarding this Expression of Interest (Eoi) are as follow:

EXPRESSION OF INTEREST:

NTPC Kaniha 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 Kaniha THERMAL POWER STATION, Address- PO: Deepsikha, Dist: Angul, Odisha- 759147	30,00,000 MT	01 year

How to apply

Interested Bidders desirous of receiving dry fly ash from NTPC Kaniha 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 autstps@ntpc.co.in on or before 17:00 hrs. of 03.08.2023.

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.	

Annexure- B
(For Dry Fly Ash Circular)

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		

10	Details of the Person authorized to sign all documents including correspondence, etc.	
	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.

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

(To be notarized before a notary public)

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.

Annexure- B
(For Dry Fly Ash Circular)

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

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

(To be notarized before a notary public)

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 the Ash Silo 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), 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. Bidders eligible for collecting dry fly ash shall apply for permission for the bulkers/covered trucks 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.
5. 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.
6. Statutory / regulatory compliances shall be binding upon all the Bidders and verifiable by TPP.
7. Non – compliance shall attract penal actions ranging from fine to termination of contract / agreement / issue of Dry Fly ash as decided by EIC
8. Transportation of Ash shall be in the Scope of the Successful Bidder(s).
9. 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.
10. 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.
11. 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.
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.