

NOTICE

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 TSTPS

Ref No. NOTICE No. AM-01/Fly Ash/2024

Date: 05.08.2024

This Notice consists of following Parts: -

- i. Part 1: General Information.
- ii. Part 2: Format for Submission of Response(s) to Notice.
- iii. Part 2: Undertaking and Declaration by Ash User(s).
- iv. Part 3: Terms & Conditions and General Guidelines.

Part 1: General Information

General Details about NTPC TSTPS:

NTPC TSTPS, located at Angul district in the state of odisha 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 TSTPS intends to issue its pond Ash 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 interested Ash User with the provision that agency requesting the least support shall be given higher preference) shall be borne by NTPC TSTPS within limits and as per criteria set by extant Government Notification, Advisory and Policy. Preference shall be given to requests having minimum cost implication to NTPC for ash transportation.

To facilitate this, A Notice is being served by NTPC TSTPS , in compliance with MoEF&CC Gazette Notification dated 31.12.2021 on Fly Ash Utilization to the agencies engaged in construction activities such as road laying, road and flyover embankments, shoreline protection structures in coastal districts and dams, Mine Owners for Mine backfilling and OB Mixing, within 300 kms radius, 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 Notice are as follows:

Response to the Notice Served:

Interested Ash User(s) executing Road Projects / Flyover embankments / Dams / Mines / Shoreline Protection structures in coastal Districts (as per extant MoEF&CC Notification and policy), may submit their response in the prescribed **formats (Part-2 & Part-3)** to the Notice served.

Total quantity of fly ash in MT tentatively available for issue, under this Notice, is as per the details given hereunder

Power station / Location	Total quantity offered	Period of supply
NTPC TSTPS P.O. Deepshika Angul district Odisha 759147	30 LMT	Till March 2025

How to apply

Interested Ash Users desirous of receiving pond ash from NTPC TSTPS as per the terms and conditions of this Notice, may submit their response, along with specified documents and duly filled enclosed **Part 2**: Format for Submission of Response to Notice and **Part 3**: Undertaking and Declaration by Ash User Mail address autstps.ntpc.co.in on or before 17:00 hrs. of 31st August 2024.

Documents to be submitted with duly filled **Part-2**: Format for submission of response to Notice and **Part 3**: Undertaking and Declaration by Ash User.

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

1. GST registration as may be applicable
2. Company registration as may be applicable
3. Pan Card copy
4. Business details of the participant / applicant as prescribed in Part 2 along with documentary proof as applicable.
5. Documents detailing the nature of the proposed Ash utilization being in line with the Extant Notification.
6. Time period during which Ash supply is required.
 - a) Start Date
 - b) End Date

B: Documents to be submitted by the Ash User(s) during the period of Ash supply:

1. Daily Progress Report as per the specified format by Engineer In Charge (EIC) at NTPC TSTPS.
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. Response / Interest / Offer / Bid is liable to be rejected if documentation is not complete.

Allocation of pond ash Quantity:

Based on the receipt of responses to this Notice, pond ash shall be allocated to various Ash Users 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 Ash User gets some allocation against the last Auction Process and / or EoI for free issue with transportation by Ash User and also against this Notice, then the Ash quantity allocated against this Notice shall be issued to that Ash User, only after the Ash User completes the lifting / drawl of the allocation against the Auction Process and / or EoI for free issue with transportation by Ash User as applicable.

Daily allocation of fly ash shall be finalized by EIC depending upon site specific conditions 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. Ash User shall ensure timely unloading of the ash at destination and release of vehicles in reasonable time.

Part 2: Format for Submission of Response to Notice
 (On official letter head of the Ash User)
 (To be submitted by the Ash User along with specified documents)

Notice for Issue of pond ash from NTPC TSTPS

S.No	Description	Details
1	Name of the Ash User	
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 Notice (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 Ash User from same station (Yes/No).			
	If Yes, Quantity allocated (in MT)			
9	Address of the location where Ash User 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 Ash User proposes to utilize the pond ash, if issued.	S.No	Avenue Name	Qty required
		1		
		2		
		3		
		Total		
11	Whether transportation cost will be shared? (Yes / No)			
	If yes, then specify percentage to be shared by interested Ash User			
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.			
15	Email Id			
	Any other relevant information			

For and on behalf of _____

Date:
Place:

Signature:
(Authorized Representative)

Name:
Designation:

Part 3: Undertaking and Declaration by Ash User.
(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 Notice requirements and accept all terms and conditions of the Notice including those contained in all corrigendum/addendum issued, if any. My / Our offer is in conformity with all the terms and conditions of the Notice including all corrigendum/addendum, if any. In the event of allocation of ash to me / us, the complete Notice 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 fulfil 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 / Noncompliance 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 utilisation of issued ash for the purposes / Avenues as identified in the 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 against this Notice 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 Notice 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 Notice 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 response against this Notice. 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 / EoI 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 under this Notice, it shall be mandatory on my / our part to collect all the Ash quantity allocated through last Auction process and / or EoI, then only quantity allocated against this Notice will be issued to me / us for lifting.

Thanking you,

(Signature of authorized person)

Date:

Place:

Name:

Designation:

Name of the Company:

Address:

Part 4: Terms and Conditions and General Guidelines:

1. Pond ash shall be issued from the Ash Dyke1/ Dyke2 or other location as decided by EIC to the Ash Users (or their authorized representatives as may be agreed to in writing by the EIC), considering pond ash System Availability, Operational and Safety issues.
2. Statutory / regulatory compliances shall be binding upon all the Ash Users and verifiable by TPP.
3. On allocation of pond ash against this Notice, Successful Ash Users 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.
4. 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 Ash User or its representative / agent, during the course of execution and for future obligations (if any) by way of omission or commission, the Ash User shall keep TPP effectively indemnified of any such liability. An indemnity bond shall be submitted before start of lifting of Ash.
5. Interested and eligible Ash Users executing Project shall have to submit tentative time schedule of the project along with Expression of Interest.
6. 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.
7. It shall also be the responsibility of the Ash User(s) to ensure that the Ash sent from the TPP is facilitated for quick unloading and release of vehicle.
8. 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 TSTPS against Eol / Bid specification number _____ and
that I / we have been allocated _____ quantity of ash from NTPC
TSTPS .
- (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 POND ASH FROM NTPC TSTPS"**

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 name 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 TSTPS (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) 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, transportation of ash in environment friendly manner, transportation without spillage/ offloading enroute in full or part 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) 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) 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) 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) 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
Address

(Signature)
Name of the Ash recipient
Name of the person having
power of attorney _____
Designation _____
Seal _____