

## INVITATION FOR EXPRESSION OF INTEREST (EOI)

for

**Issue of Bottom Ash on Free of Cost, First come First Served Basis with Transportation by User Agency, from NTPC, Ramagundam**

Ref No. EOI No: NTPC/RSTPS/BA/2024-25

Date: 06/08/2024

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, Ramagundam:

NTPC, Ramagundam Super Thermal Power Station having installed capacity of 2600 MW is located in Peddapalli district of Telangana State.

To utilize the Bottom ash in gainful and sustainable manner as per the provisions of extant MOEF&CC Gazette Notification and promote utilization of Bottom ash as resource material, NTPC, Ramagundam intends to issue un-utilized Bottom Ash quantity left after e-auction on '**free of cost**', '**first come first serve**' and '**as is where is**' basis, with transportation cost to be borne by the User agency.

In compliance to extant guidelines issued by Ministry of Power, Govt. of India; NTPC Ramagundam invites Expressions of Interest (EOI) for disposal of un-utilised Bottom ash quantity from it's Ash Dyke. The details regarding the Expression of Interest are as follows:

### EXPRESSION OF INTEREST (EOI):

This Notice is issued in compliance with extant Notifications/Guidelines issued by MOEF & CC and MOP, Govt. of India on Fly Ash Utilisation for seeking Expression of Interest (EOI) to issue bottom ash from User Agencies engaged in the construction works such as Road construction / Fly over embankments / Mine stowing / OB mixing/ Shoreline protection/Dam construction located within 300 km radial distance from NTPC, Ramagundam, Ash Dyke in the prescribed format .

Total un-utilized quantity of Bottom ash available after e-auction for issue on **free of cost** and **first come first served basis, with transportation cost to be borne by the Agency** is as hereunder:

Power Station / Location	Total Quantity offered	Period of Supply
NTPC, Ramagundam Super Thermal Power Station, Distt.-Peddapalli Telangana State	2.44 Lakh MT	Seven (7) Months (01/09/2024 to 31/03/2025)

### How to apply:

Eligible Agencies interested for receiving Bottom Ash from NTPC, Ramagundam 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 to [dsrawat@ntpc.co.in](mailto:dsrawat@ntpc.co.in) / [lnnanda@ntpc.co.in](mailto:lnnanda@ntpc.co.in)**" latest by **14/08/2024**, 17:00 hrs. EOI received after the above-mentioned timeline shall not be entertained.

### 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 Bottom Ash Quantity:

Based on the time of receipt of responses to EOI, Bottom Ash shall be allocated to bidders ' free of cost'

and on 'first come, first serve' basis, till the available offered quantity is exhausted. However, lifting of bottom ash from NTPC Ramagundam, Ash Dyke and transportation to their locations thereafter, will be in the scope of the bidder only.

*In case, a Bidder gets some allocation against e- Auction Process as well as through 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 total allocation against the e-Auction Process.*

*Daily allocation of Bottom ash shall be done as given below:*

- 1. All successful bidders shall submit a monthly requisition containing a list of their day wise requested quantity for each month by the 22<sup>nd</sup> 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 28<sup>th</sup> 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, Ramagundam shall be final and binding in this regard.*

Bottom Ash shall be issued on '**as is where is**' basis from designated storage areas in Ash Dyke as decided by the Engineer In Charge (EIC), Ash Utilisation Dept, NTPC, Ramagundam.

**Refundable Security Deposit (SD):**

Successful Bidder shall be required to submit Refundable Security Deposit amount along with acceptance letter to LOA / LOI after Evaluation of submitted requests and Ash Allocation Process at the rate of **Rs. 5.00 / MT** subject to minimum of **Rs. 10,000**.

The Security Deposit has been kept to ensure commitment of the User Agency for lifting the allocated Bottom Ash. The Security Deposit will be refunded after adjustment of amount to be recovered, if any. The adjusted SD amount will be refunded within 30 days of completion of contract period or lifting of entire allocated quantity, whichever is earlier. However, an amount at the rate of Rs. 5.00 / MT will be deducted as compensation payable to NTPC for the un-lifted quantity during the allocated time period.

## 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 Bottom Ash from NTPC, Ramagundam Super Thermal Power Project

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 during previous Financial Year	
	Annual Turnover of previous Financial Year.	
	Location and Address of Production / Service Facility	
	Whether capable of handling Bottom Ash in an environmentally friendly way as per extant regulation / law <b>(Yes / No)</b>	
3	Registered Address	
	Telephone No.	
	Mobile No.	

4	Communication Address			
	Telephone No.			
	Mobile No.			
5	GSTIN No. / UIN No.			
6	Bottom Ash quantity sought against Eol (both in Figures and Words):	Figures:		
		Words:		
7	Whether allocated Ash in Last Bottom Ash e-Auction Process from same station (Yes/No).			
	If Yes, <b>Quantity allocated (in MT)</b>			
	<b>Rate Quoted (Rs. per MT)</b>			
8	Address of the location where Bidder proposes to transport Bottom Ash, if issued.			
9	Avenue(s) as listed in extant MoEF & CC`s Gazette Notification in which the bidder proposes to utilize the Bottom Ash, if issued.	SN	Avenue Name	Reference of Applicable Gazette Notification clause(s)
		1.		
		2.		
		3.		
		4.		
		5.		
10	<b>Details of the Person authorized to sign all documents including correspondence, etc.</b>			
	Name of the Authorized Person			
	Designation			
	Telephone No.			
	Mobile No.			

	Email Id	
11	Any other relevant information	

**Date:**

**Signature:**

**Place:**

**( Authorized Representative)**

**Name:**

**Designation:**

**Seal:**

**Note:** *If the User agency is other than any Govt. agency, they have to submit the above information by endorsing from the concerned Govt. Agency.*

### **Part 3: Undertaking and Declaration by Bidder**

**(To be submitted on non-judicial stamp paper)**

#### **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 bottom 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 laws.

#### **In case of any bottom 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 closed / covered vehicle / 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 Bottom 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 bottom 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 Eol by NTPC is not a commitment for Bottom 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. 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 NTPC Station may at its discretion, consider part / full facilitation for lifting of Bottom Ash through 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 Serve' basis, to the agency(ies) 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 **Rs 5.00 / MT** of allocated quantity subject to minimum of **Rs. 10,000/(Rs Ten Thousand)** along with submission of LOA / LOI acceptance letter. 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 Bottom Ash allocation to me / us.

**6. (Applicable for agencies who have been allocated Bottom Ash through e-auction process also from Ramagundam STPS)**

I / We have been allocated bottom ash through e-auction process also from Ramagundam STPS. I / We understand that if additional quantity of bottom 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 bottom ash quantity allocated through e-Auction process, 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

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#### Part 4: Terms and Conditions and General Guidelines:

1. Bottom Ash shall be issued from the designated storage area 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 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 authorized officials of NTPC, Ramagundam.
4. Agencies eligible for lifting Bottom ash shall apply for permission for the covered / closed 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 by different agencies, which shall be binding upon the agencies. Agencies 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 agencies and verifiable by NTPC, Ramagundam.
7. Non – compliance shall attract penal actions ranging from fine to termination of contract / agreement / issue of Bottom 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 an affidavit on Non – judicial stamp paper of requisite value, certifying the complete Utilization of issued bottom 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.
13. In case of any issue, amicable solutions shall be found out through mutual discussion. However, the High Court of Telangana State shall have exclusive jurisdiction in case of any dispute after exhausting all available procedures.
14. The other terms & conditions as applicable will be issued/communicated during the issuance of LOA.