

INVITATION FOR EXPRESSION OF INTEREST (EOI)

for

**Issue of Pond ash on Free of Cost, First come First Served Basis
(transportation cost to borne by the bidder) from NTPC SIPAT**

Ref No. EOI No. NTPC Sipat/AUD/2024-25/EOI/03

Date: 29.10.2024

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 SIPAT:

NTPC Sipat (2980 MW Installed +800MW under Construction), a leading power generating unit of the largest power utility of India, NTPC Ltd, is located in the Bilaspur District of the state Chhattisgarh.

NTPC Sipat is approximately 25 KM from Bilaspur Railway station and is well connected by road.

NTPC Sipat, generates approximately 50-60 Lakh MT of Ash annually as a byproduct of its thermal power generation. NTPC Sipat has 3 ash dykes for storing unutilized portion of ash in ponds.

To utilize the pond ash in gainful and sustainable manner as per the provisions of extant MOEF&CC Gazette Notification and to promote utilization of fly ash as resource material, NTPC SIPAT intends to issue some of its Pond Ash to interested agencies on free of cost and on first come first served basis (transportation cost to be borne by the bidders).

For this purpose, NTPC Sipat invites Expressions of Interest from interested agencies/bidders, for excavating and transporting ash from its ash dykes free of cost for a period of 01 (One) year.

Further details regarding this Expression of Interest (Eoi) follow:

EXPRESSION OF INTEREST:

NTPC Sipat invites Expression of Interest (EOI) from interested Bidders in the prescribed **formats (Part-2 & Part-3)** for excavating and transporting ash from its ash dykes free of cost and on first come first served basis for utilization of Pond ash in avenues as identified in extant MOEF&CC Notification.

Total quantity of fly ash available for issue tentatively is as per details given hereunder -

Power Stations / Location	Total Quantity offered for Eoi	Period of Supply
NTPC SIPAT THERMAL POWER STATION, PO: Ujwal Nagar Tehsil: Sipat Distt: Bilaspur (CG)	35 LAKH MT	01 year

How to apply

Interested Bidders desirous of receiving Pond ash from NTPC SIPAT 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 **ausipat@ntpc.co.in** on or before **17:00 hrs. of 14th November, 2024**. Alternatively the documents can be submitted in hard copies to AUD office, First Floor Service Building Stage-I, NTPC Sipat Distt : Bilaspur (CG) 495555

Documents to be submitted with duly filled in “**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 signing the EOI documents.
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 Pond Ash Quantity:

Based on the time of receipt of responses to EOI, Pond ash shall be allocated to various bidders free of cost and on first come first served basis, till the available offered quantity of **35 LMT** is exhausted. However, collecting ash from allocated location by NTPC and transportation thereafter, will be in the scope of the bidder.

Daily allocation of Pond 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.
2. Agency shall also intimate list of machinery, vehicle, water tanker and staff to be deployed along with suppression measure for fugitive dust control.
3. Based on this information, corresponding annual allocated quantity and availability, NTPC shall determine and intimate the day wise allocation for each month by 28th of the previous month.
4. All allocated bidders (or transportation vendors) shall be expected to follow the above schedule and mobilize accordingly.
5. 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.

Pond ash shall be issued from the designated ash dykes as decided by the Engineer in charge (EIC) of the respective NTPC Station, on ‘**as is where is**’ and “**first come first served**” 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 deducted, if allocated quantity is not lifted by the agency in the allocation period of one year.

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: EOI for Issue of Pond ash from NTPC SIPAT

- Name of the Ash User / Trader / Transporter: ____
- Address:
.....
.....
- Nature of business (tick the applicable box):
Cement Manufacturer: Ready Mix Concrete (RMC)
Ash Supplier / Trader Brick Manufacturer
Any Other (please specify):
.....
- Classification of the Company:
Public Limited / Private Limited/Partnership Firm:
Others (please specify) :.....
- Contact details: Name:
Designation:
Tel No. (with STD code)
Fax No.:
Mobile No
Email ID:
- Alternate Contact details: Name:
Designation:
Tel No. (with STD code)
Fax No.:
Mobile No
Email ID:
- Proposed end use of Pond ash: Cement/RMC/Brick/Others (Please specify):
.....
- Installed capacity of Ash based Product (if any):

- 9. Pond ash requirement on annual basis:
- 10. Whether willing to enter into Contract?(Yes/No)
- 11. Any other relevant information:
.....

Date//

Signature:

Name of the Person

Place:

.....

Designation:

Name of the Company:

Address:

.....

Company Seal:.....

Note:

1. The party submitting EOI shall be bearing all costs associated with the preparation and submission of the EOI. NTPC Sipat will, in no case be responsible or liable for these costs, regardless of the conduct or outcome of the assessment / evaluation process.

Documents to be submitted with Eoi:

- 1. EMD/SD 2. GST registration 3. Pan Card copy
- 4. Documents detailing the nature of the agency - e.g., End user, Trader, Transporter etc.

Part 3: UNDERTAKING

(To be filled by the by the Recipient of Pond Ash)

To

Date:

NTPC LIMITED

Sipat Super Thermal Power Station

Ash Utilization Department

1st Floor, Service Building, Stage-I

Sipat, Bilaspur (CG) 495555

Subject: Undertaking in response to EOI for the issue of Pond Ash vide EoI No. _____ from NTPC Sipat.

Dear Sir,

I / We _____ (Name of the firm / individual) hereby certify that we have fully read and thoroughly understood the EOI and accept all terms and conditions of the EOI including those contained in all corrigendum/addendum issued, if any. Our offer is in conformity with all the terms and conditions of the tender including all corrigendum/addendum, if any. In the event of award of contract for issue of ash to us, the complete EOI shall be considered as part and parcel of the LOA / LOI/ Sale Order for constitution of Sale Contract Agreement and also as and wherever applicable and required by NTPC.

I / We hereby confirm that 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 the contract is awarded to us:

I / We agree to abide by the directions of the EIC (engineer in-charge) with regard to mobilization of adequate / commensurate number of healthy machinery and to operate them in a safe manner and also with regard to other aspects of the pond ash utilization including dyke safety. I / We agree to carry out the work 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 environmental, road 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 other agencies working in the area as directed by the EIC with the objective of smooth and safe execution of lifting and utilization of pond ash.

I / We agree to submit indemnity bond indemnifying NTPC Ltd 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 by way of omission or commission by the agency or its representatives / agents.

I / We hereby undertake to utilize the ash issued by NTPC for only the end use purposes as identified in extant MOEF & CC Notification. I/We also agree to submit on quarterly basis, an affidavit, on "Actual EndUse" of the issued ash for the purposes as identified in extant MOEF & CC Notification.

I / We shall have no objection to the forfeiture of security deposit amount, in case I fail to execute the contract faithfully and the contract is terminated as per contract conditions.

I / We hereby also declare that all the particulars furnished by us in this EoI / Auction / Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this EoI / Auction / Tender and also are liable for any other penal action that may arise due to the above.

Thanking you,

(Signature of authorized person)

(Name & Designation)

(Seal/ Stamp of Company)

Part 4: Terms and Conditions and General Guidelines:

1. Pond Ash shall be issued free of cost from any of the Ash Dykes of NTPC Sipat on as is where is basis as decided by EIC to the Successful Bidders (or their authorized representatives as may be agreed to in writing by the EIC), considering Availability, Operational and Safety issues.
2. Transportation and other related cost towards excavation, making approaches inside dyke, required road repairs, loading, unloading of ash etc shall be in the Scope of the Bidder(s). NTPC shall not undertake such works/activity other than its own requirements/development plans.
3. Bidders shall make themselves aware of the various extant rules and procedures related to Dyke Safety and Environmental/sustainability Guidelines of ash transportation and strictly adhere to during all activities of their work.
4. The transporters shall ensure full safety of the dykes while excavating, loading and transporting the ash from dykes.
5. Transportation of pond ash shall be done in completely covered trucks by 200GSM Tarpaulin. Any spill of ash, ash mixed water from the transporting vehicles shall be cleaned off by the transporter at his own cost.
6. Transporter's vehicles/drivers shall follow the prescribed speed limit, routes and other SOPs provided by EIC for the transportation. Repair and maintenance of the dyke road and other road enroute shall be in the scope of transporter as ash shall be issued on as is where is basis.
7. No person / agency shall be allowed to lift ash without due and written permission from the EIC. Such cases shall be liable to prosecution as per legal proceedings. The transporting agency shall stick the labels bearing the name of agency in all the equipment and vehicles deployed for this work.
8. Bidders eligible for collecting Pond 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/passes as per prevailing procedure adopted at the Station.
9. Depending upon operational convenience, safety etc. EIC can schedule or reschedule the lifting of ash by different agencies, which shall be binding upon the Bidders. Successful Bidders shall start collecting the Ash as per their respective allocation as per the schedule intimated by the EIC.
10. Statutory / regulatory compliances shall be binding upon all the Bidders and verifiable by TPP.
11. Non – compliance shall attract penal actions ranging from fine to termination of contract / agreement / issue of Pond ash as decided by EIC
12. 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.

13. Successful Bidders shall submit an affidavit on Non – judicial stamp paper of requisite value (at present INR 250.00), 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.
14. In case of any liability on NTPC Sipat, 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 NTPC Sipat effectively indemnified of any such liability. An indemnity bond shall be submitted before start of lifting of Ash.
15. NTPC reserves the right to take appropriate action as deemed fit, in case information/details provided by bidder in the EOI process are found false even at a later stage.