



NTPC Limited
(A Govt. of India enterprise)

INVITATION FOR EXPRESSION OF INTEREST (EOI) for

SALE OF DRY FLY TO MSE'S AND LOCAL USERS ON ₹ 1/MT+GST, First Come First Served Basis from NTPC Kahalgaon Super Thermal Power Plant – September 2026 to March 2027

EOI No. AM-Khs/Dry Fly Ash/ 2026

Date: 20.08.2026

Name of Work: -

Lifting of Dry Fly Ash '**Rs.1/MT, First come First Served**' and '**as is where is**' basis from NTPC Kahalgaon Super Thermal Power Station located at Bhagalpur Dist. Lifting and Transportation of the ash shall be the responsibility of the interested Ash Users.

NTPC Limited invites Expression of Interest (EOI) from interested Ash Users for lifting of Dry Fly Ash from NTPC Kahalgaon Super Thermal Power Station for **06 (Six) Months**. Dry Fly Ash Quantity offered is mentioned in '**General Information**' for this **Eoi** along with Contact Details and e-mail addresses.

How to Apply

Interested Ash Users are requested to submit their requirement(s) in the specified standard format to the e-mail addresses given in 'General Information' by **17:00 hrs. of 10.09.2026**.

'**General information**' and '**Standard format for application**' for Expression of Interest have been uploaded on <https://ntpctender.ntpc.co.in/>

Registered Office: NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodi Road, New Delhi -110003. www.ntpc.co.in

Leading the Power Sector

INVITATION FOR EXPRESSION OF INTEREST (EOI)

For Sale of dry fly ash to MSE's and Local Users on ₹ 1/MT+GST, first come First Served Basis with Transportation by Bidder, from NTPC Kahalgaon

Ref No. EOI No. AUD/DFA/01

Date: 20.08.2026

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. **Part 5:** Format of Self-Declaration for Utilization of Dry Fly Ash for Eco-Friendly Purposes and Eligibility as a Local User within 100 km Radius of NTPC Kahalgaon.
- vi. **Part 6:** Annexure for Fraud Prevention Policy
- vii. **Part 7:** Declaration of Debarment Policy
- viii. **Part 8:** Proforma for Indemnity Bond

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 to deem the request acceptable.

Part 1: General Information

I. General Details about NTPC Kahalgaon:

NTPC Kahalgaon, located at Bhagalpur Dist having a total installed capacity of 2340 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 Kahalgaon intends to issue some of its Dry Ash on Rs.1/MT on first come first served basis, with transportation cost being borne by the Bidders.

To facilitate this, NTPC Kahalgaon invites Expressions of Interest for above, for a period of 06 (Six) Months, from its 4 X 210 MW Stage-I units and 3 X 500 MW Stage-II units. Further details regarding this Expression of Interest (EOI) are as follow:

II. EXPRESSION OF INTEREST:

NTPC Kahalgaon invites Expression of Interest (EOI) for above, from interested Bidders of MSE's and Local Users, 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 Kahalgaon Super Thermal Power Station, Address-Kahalgaon, Bhagalpur Dist.	2,00,000 MT	06 Months (Sep'26 to Mar'27)

III. How to apply

Interested Bidders desirous of receiving dry fly ash from NTPC Kahalgaon 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”**, **Part 5: Format for Self-Declaration for Local Users** (if applicable), **Part-6: Acceptance of Fraud Prevention Policy**, **Part-7: Declaration of Debarment Policy** and **Part-8: Indemnity Bond** to the E – Mail address **flyashkhstps@ntpc.co.in** on or before 17:00 hrs. of 10.09.2026.

IV. 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. Business details of the participant / applicant as prescribed in Part 2 along with documentary proof as applicable.
5. MSEs having either a valid 'Consent to Operate' (CTO) or a valid MSE / Udyam registration certificate
6. 'Local Users' are situated within a 100 km radius of the plant, based on self-declaration

confirming the ash will be utilized solely for eco-friendly purposes

7. 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.

V. 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 ₹1/MT of cost and on first come first served basis, till the available quantity offered 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.
2. Lifting Sequence & allocation shall be finalized by NTPC depending upon site specific conditions.
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 NTPC Kahalgaon Station, on '**as is where is**' basis.

VI. Refundable Security Deposit (SD):

Successful Bidder shall be required to submit Refundable Security Deposit amount prior to commence the 1st offtake along with submission of LOA / LOI acceptance after Evaluation of submitted requests and Ash Allocation Process, at the rate of ₹ 1.00 / MT subject to minimum of ₹ 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 ₹ 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 90 days of end of the contract period or of lifting of entire allocated quantity, whichever is earlier.

VI.CONTACT PERSON:

At NTPC Kahalgaon STPP:

Sh. Asheesh Lamba, AGM(AUD), E-Mail: flyashkhstps@ntpc.co.in (9650994075)

Sh. S Jesudas Wemston, DGM(AUD), (9440918678)

VII. ADHERENCE TO FRAUD PREVENTION POLICY:

The buyer along with its associate / collaborators / subagencies/ sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention Policy of the owner displayed on its website <http://www.ntpctender.com> The buyer shall immediately appraise the owner for any fraud or suspected fraud as soon as it comes to their notice.

A certificate to this effect shall be furnished by the bidder along with his bid by accepting the condition “Acceptance of Fraud Prevention Policy of NTPC” [Annexure – 06].

If in terms of above policy, it is established that the bidder / his representatives have committed any fraud while competing for this contract, then the owner shall be entitled to disqualify the buyer(s) from the bidding process and forfeit the Earnest Money Deposit. In addition to the above, if the bidder has committed a fraud such as to put his reliability or credibility into question, the owner shall be entitled to exclude including blacklist and put the bidder on holiday for any future tenders / contracts award process.

Submission of a bid by a bidder at M/s MSTC Limited Portal shall be considered as the acceptance of Fraud Prevention Policy of NTPC.

VIII. DECLARATION ON DEBARMENT FROM BUSINESS DEALINGS POLICY

The owner has in place a Policy for Debarment from Business dealings displayed on the website www.ntpc.co.in / www.ntpctender.ntpc.co.in. Business dealings may be withheld or banned with the bidder / buyer on account of any of the grounds and following the procedures as detailed in the said Policy for Debarment from Business Dealings.

The version of Policy for Debarment from Business Dealings presently followed by NTPC is Rev-4. Submission of a bid by a bidder at M/s MSTC Limited Portal shall be considered as the acceptance of Debarment from Business Dealings Policy of NTPC.

IX. Responsibility during Transportation:

The buyer will be responsible for any kind of injuries or accidents caused to their employees or labourers or any other person and the owner will not be liable in the matter. If any action is brought against the owner for payment of damages or compensation, the buyer shall indemnify the owner from all such action or claim from damages / compensation. If the owner is held liable for any compensation, the buyer shall compensate the owner if any, such claim arose during or after the expiry of the contract period.

The buyer's transporter(s) shall have a valid license and meet the statutory compliance requirement of the State Government / Central Government / Concerned Authorities for

transportation of the specified goods.

X. Indemnities for Environmental Conditions:

All Regulatory and Statutory compliances to be ensured by the bidder while lifting / transportation / Disposal / Usage / Sale etc.

The buyer will submit an indemnity bond as per the prescribed format to keep NTPC indemnified against legal proceedings / paying damages arising out of non-compliances by the bidder, if any (Format attached as Annexure – 13).

I. Pollution Control and Transportation of Fly Ash:

All possible measures would be taken by the buyer to avoid pollution to the satisfaction of the plant officials. Similarly, while transporting, no spillage of fly ash would be permitted to avoid air pollution. If the process adopted by the buyer is found to be deficient, NTPC Kahalgaon STPS retains the right to stop the fly ash supply forthwith.

The buyer and its transporter would be entirely responsible towards MVI / RTO for overloading of fly ash. NTPC Kahalgaon STPS in any case will not be held responsible for the same.

Indemnities for Environmental Conditions: All Regulatory and Statutory compliances to be ensured by the buyer while lifting / transportation / Disposal / Usage / Sale etc.

The buyer will submit an indemnity bond as per the prescribed format (Annexure –13) to keep NTPC indemnified against legal proceedings / paying damages arising out of non-compliances by the buyer, if any.

Compliance by Buyers: Buyer to comply with all reasonable controls imposed by NTPC Kahalgaon STPS and to cooperate with the station and other operating buyers / contractors and to abide by the decision of Engineer-In-Charge. In case of any dispute the decision of Engineer-In-Charge shall be final and binding.

Only Patna High Court shall have exclusive jurisdiction in all matters pertaining to the sale / Fly Ash supply against this e-Auction / LOA / contract.

All payments to NTPC shall be made through customer receipt portal <https://pgw.ntpclakshya.co.in>

Engineer-In-Charge: Mr. Asheesh Lamba, Additional General Manager [AUD], NTPC Kahalgaon | 9650994075 | flyashkhstps@ntpc.co.in, or his authorized representative, will be the Engineer-In-Charge for the contract.

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 Kahalgaon Super Thermal Power Station (TPP) from St-II Silo

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.	

4	Communication Address			
	Telephone No.			
	Mobile No.			
5	GSTIN No. / UIN No.			
6	Dry fly ash quantity sought against EoI (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 KHSTPP 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.

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 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 ₹1.00 / MT subject to minimum of ₹ 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 ₹1/MT 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 KHSTPP.
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 LOA/ 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 vehicles deployed shall be submitted at the time of start of work (and 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/banning as deemed fit, in case information / details provided are found false even later.

Part 5: Format of Self-Declaration for Utilization of Dry Fly Ash for Eco-Friendly Purposes and Eligibility as a Local User within 100 km Radius of NTPC Kahalgaon

Date: _____

To

The EoI Evaluation Committee,
NTPC Kahalgaon Super Thermal Power Station
Kahalgaon, Bhagalpur, Bihar

Subject: Self-Declaration for Utilization of Dry Fly Ash for Eco-Friendly Purposes and Eligibility as a Local User within 100 km Radius of NTPC Kahalgaon

I/We, M/s _____, having our registered office at _____ and operating unit located at _____, hereby solemnly affirm and declare as follows:

1. Location of Unit

I/We hereby declare that our manufacturing/processing/utilization facility is situated within a 100 km radial distance from NTPC Kahalgaon Super Thermal Power Station and qualifies as a Local User under the provisions of the EoI for allocation of Dry Fly Ash.

2. Utilization of Dry Fly Ash

I/We undertake that the Dry Fly Ash allocated/procured from NTPC Kahalgaon shall be utilized solely for eco-friendly, productive, and environmentally sustainable purposes, including but not limited to:

- Manufacture of Fly Ash Bricks/Blocks/Tiles/Pavers;
- Manufacture of Cement, Concrete, AAC Blocks, and other Fly Ash-based products;
- Road embankments, mine filling, land development, and other approved applications;
- Any other utilization permitted under the prevailing guidelines issued by the Ministry of Environment, Forest and Climate Change (MoEF&CC), Ministry of Power (MoP), CPCB, or other competent statutory authorities.

3. No Diversion or Misuse

I/We further undertake that the Dry Fly Ash obtained from NTPC Kahalgaon shall not be:

- Sold, transferred, or diverted to any third party without prior approval of NTPC;
- Used for any purpose other than the declared eco-friendly utilization activity;
- Stored, handled, or disposed of in a manner causing environmental pollution or violation of any statutory provisions.

4. Compliance with Statutory Requirements

I/We shall comply with all applicable environmental, safety, transportation, storage, and utilization regulations prescribed by the concerned authorities from time to time.

5. Maintenance of Records

I/We shall maintain proper records of lifting, transportation, receipt, consumption, and utilization of Dry Fly Ash and shall produce the same before NTPC or any statutory authority whenever required.

6. Consequences of False Declaration

I/We understand and agree that submission of any false information, misrepresentation of facts, diversion of Dry Fly Ash, or violation of the terms of allocation shall render us liable for:

- Immediate cancellation of allocation;
- Debarment/blacklisting from future allocations;
- Recovery of damages, if any;
- Any other action deemed appropriate by NTPC Kahalgaon.

7. Declaration

I/We hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. In the event of any information being found false or incorrect, I/We shall be solely responsible for the consequences thereof.

For M/s _____

Authorized Signatory

Signature: _____

Name: _____

Designation: _____

Mobile No.: _____

Email ID: _____

Company Seal

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

Bidder's Offer Reference Number:

Date: _____

To,
The EoI Evaluation Committee,
NTPC Kahalgaon Super Thermal Power Station
Kahalgaon, Bhagalpur, Bihar

Dear Sir,

We have read the contents of the Fraud Prevention Policy of NTPC displayed on its tenderwebsite <http://www.ntpctender.com> and undertake that we along with our associate / collaborator / sub- contractors / sub-vendors / consultants / service providers shall strictly abide by the provisions of the Fraud Prevention policy of NTPC.

Date: _____

Place: _____

For M/s _____

(User Agency)

Signature _____

Printed Name _____

(Authorized person having Power of Attorney)



Designation _____

DECLARATION ON DEBARMENT POLICY

Bidder's Offer Reference Number:

Date: _____

To,
The EoI Evaluation Committee,
NTPC Kahalgaon Super Thermal Power Station
Kahalgaon, Bhagalpur, Bihar

Dear Sir,

We have read the contents of Debarment Policy displayed on the website
www.ntpc.co.in / www.ntpctender.ntpc.co.in and agreed to abide by this policy.
Further, in terms of requirement under Debarment Policy we hereby declare the following:

- (a) We have not been Banned / Blacklisted as on date of submission of bid by Ministry of Power or Department of Expenditure, Ministry of Finance.
- (b) We have not employed any public servant, dismissed / removed or person convicted for an offence involving corruption or abetment of such offences.
- (c) Our director(s) / Owner(s) / Proprietor / Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.

We further declare as below:

that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NTPC / Owner shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Performance Bank Guarantee.

Date: _____

Place: _____

For M/s _____
(User Agency)

Signature _____

Printed Name _____



(Authorized person having Power of Attorney) Designation _____

INDEMNITY BOND

Part-8

(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 and 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 _____ 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 / Letter of Award Number _____ Dated and in terms of the said Order, the TPP has agreed to issue Dry Fly Ash to Ash Recipient.

AND WHEREAS one of the conditions for the issue of the 'Dry Fly 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 / Letter of Award Number _____ by way of omission or commission by the Ash Recipient or its representatives / agents.

Now this Indemnity Bond witnesseth as follows:

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 Dry Fly Ash and for future obligations (if any), by way of omission or commission by the Ash Recipient or its representatives / agents for Dry Fly Ash issued by the TPP to the Ash Recipient vide order / permission letter / Letter of Award Number _____

This Indemnity Bond shall be valid till Six (06) calendar months after the scheduled date / actual date of complete lifting of allocated Dry Fly Ash Quantity, whichever is later.

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.

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.

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 _____

For M/s _____
(Ash Recipient)

Signature _____

Printed Name _____

