INVITATION FOR EXPRESSION OF INTEREST (EOI)

for

Issue of Dry Fly Ash Free of Cost (transportation cost to be borne by the bidder) from NTPC SIPAT on "As is Where is basis"

Ref EOI No: NTPC Sipat/2026-27/AUD/EOI/03 Date: 25.11.2026

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.

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), 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 at a distance of approximately 25 KM from Bilaspur Railway station and is well connected by road.

NTPC Sipat, generates approximately 55-60 Lakh MT of Ash annually as a byproduct of coal fired power generation plant. NTPC Sipat has total 9 Nos silos for dry fly ash. The silos are capable of loading dry fly ash in the conditioned (with desired moisture content) form.

To summarize:

02 silos of capacity 1850 MT each are located outside main plant area and are available for Road Transport only.

03 silos of 750 MT each are located inside main plant area and are available for Road and as well as Rail transport (BOXN type wagons).

04 silos of 1,500 MT each are located inside main plant area and are available for Road and as well as Rail transport (BOXN/BTAP type wagons).

To utilize the Dry 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 SIPAT intends to issue some of its Dry Fly Ash to interested agencies on free of cost and on first come first served basis, where transportation cost shall be borne by the bidder.

For this purpose, NTPC Sipat invites Expressions of Interest from interested agencies, for issuing the ash from above mentioned silos for a period of 01 (One) year.

Further details regarding this Expression of Interest (EoI) are as follow:

EXPRESSION OF INTEREST:

NTPC Sipat 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 SIPAT THERMAL POWER STATION, PO: Ujwal Nagar Tehsil: Sipat Distt: Bilaspur (CG)	**21 LAKH MT**	12 months or 01 year

How to apply

Interested Bidders desirous of receiving Dry Fly 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 the enclosed document "**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 09/12/2026**. 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 "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/Proprietorship/Partnership document as 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 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 ash from NTPC`s designated location and transportation thereafter along with other arrangements, shall 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 full allocation against the Auction Process

Daily allocation of Dry 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'** 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 shall 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

S. 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.	

<table>
<tr><td>6</td><td>Dry fly ash quantity sought against EoI (both in Figures and Words):

Mode of Offtake: Road/Railway</td><td colspan="3"></td></tr>
<tr><td rowspan="3">7</td><td>Whether allocated Ash in Last dry fly ash Auction Process from same station (Yes/No).</td><td colspan="3"></td></tr>
<tr><td>If Yes,
Quantity allocated (in MT)</td><td colspan="3"></td></tr>
<tr><td>Rate Quoted Rs. per MT</td><td colspan="3"></td></tr>
<tr><td>8</td><td>Address of the location where Bidder proposes to transport fly ash if issued.</td><td colspan="3"></td></tr>
<tr><td rowspan="5">9</td><td rowspan="5">Avenue(s) as listed in extant MoEF&CC`s Gazette Notification in which the bidder proposes to utilize the dry fly ash, if issued.</td><td>S. No.</td><td>Name of the Avenue</td><td>Quantity Required</td></tr>
<tr><td>1</td><td></td><td></td></tr>
<tr><td>2</td><td></td><td></td></tr>
<tr><td>3</td><td></td><td></td></tr>
<tr><td colspan="2">Total</td><td></td></tr>
<tr><td rowspan="5">10</td><td colspan="4">Details of the Person authorized to sign all documents including correspondence, etc.</td></tr>
<tr><td>Name of the Authorized Person</td><td colspan="3"></td></tr>
<tr><td>Designation</td><td colspan="3"></td></tr>
<tr><td>Telephone No.</td><td colspan="3"></td></tr>
<tr><td>Mobile No.</td><td colspan="3"></td></tr>
<tr><td></td><td>Email Id</td><td colspan="3"></td></tr>
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11	Any other relevant information	

Date ……./ ……../ …….

Place: …….

Signature: ……..……

Name of the Person ……

(For and on behalf of)

Name of the Company: ……

Designation: ……..

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.

2. 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 the scope of the interested bidder/agency. NTPC Sipat may consider part / full facilitation for lifting of Dry Fly Ash through rail – mode / road-cum-rail mode, subject to feasibility and cost economics.

Documents to be submitted with EOI:

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

Part 3: Undertaking and Declaration by Bidder.

(To be executed on a non-judicial stamp paper of appropriate value, and to be notarized before a notary public))

To Date:

NTPC LIMITED
Sipat 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 Dry Fly Ash vide EoI No._____ from NTPC Sipat.

Dear Sir,

I / We_____(Name of the firm / individual) hereby certifythat 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 tender 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 of the LOA/LOI 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 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 fulfil 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 **NTPC SIPAT**. 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.

Thanking you,

Date ……./ ……../ ……

Place: ……

Name ……

Designation: ……
Name of the Company: ……..…….
Address: ……
……..….
Company Seal: …..……

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, NTPC SIPAT reserves the right to cancel the dry fly ash allocation to me / us.

(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,

Date ……./ ……../ ……

Place: ……

Name:……

Designation: ……..

Name of the Company: ……..……

Address: ……

……..….

Company Seal: ..……

Part 4 (A): 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. Transportation of Dry Fly 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.
4. 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
5. Transporter's vehicles/drivers shall follow the prescribed speed limit, routes and other SOPs provided by EIC for the transportation.
6. 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.
7. 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.
8. Statutory / regulatory compliances shall be binding upon all the Bidders and verifiable by TPP.
9. Non – compliance shall attract penal actions ranging from fine to termination of contract / agreement / issue of Dry Fly ash as decided by EIC
10. Transportation of Ash shall be in the Scope of the Successful Bidder(s).
11. 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.
12. 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.
13. 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 TPP effectively indemnified of any such liability. An indemnity bond shall be submitted before start of lifting of Ash.

14. NTPC reserves its right to take appropriate action as deemed fit, in case information / details provided are found false even at a later date.

Part 4 (B): SPECIAL TERMS AND CONDITIONS RELATING TO TRANSPORTATION OF FLY ASH BY RAIL FROM NTPC SIPAT

1. The buyer must enter into an Agreement with NTPC Sipat before the commencement of first offtake, as per prescribed format (Annexure – 1).

2. Rail wagons / Rake / Bulkers (BTAP or BOXN or BCCW or BCFC or any other type of Railway Wagons) are to be arranged by the buyer at their own cost. Coordination with Indian Railways, regarding movement of empty and filled wagons will be in the scope of the buyer. However, NTPC Sipat STPS will support the buyer in coordinating with Indian Railways for subject work to the extent possible.

3. Obtaining Route Permission, clearance from pollution control authorities (if required) and / or any other permissions / clearance / authorization for transporting and all charges / taxes / duties / levies etc. towards the same will be in the scope of buyer. However, where inputs are required by Railways from NTPC, the same shall be done by NTPC.

4. All charges payable to Indian Railway irrespective of nature and account related to the process of Loading, Transport and Unloading [including Freight Charges, Handling Charges, Demurrage, Any Punitive Charges] against the subject e-Auction shall be borne by the buyer, without any financial liability on NTPC Sipat

5. Fly ash shall be issued from the designated 'Delivery Points', as decided by Engineer-In-Charge, to the buyer (or their authorized representatives as may be agreed to in writing by the Engineer-In-Charge), considering Dry Ash Evacuation System (DAES) availability, Operational and Safety issues, on 'As is Where is' basis.

6. NTPC shall arrange to operate discharge chute at silos of Direct Rail Loading Facility, all arrangements and execution at loading / unloading end shall be in the scope of buyer.

7. There are Nine (09) numbers of Fly Ash Silos [Capacity: 02 X 1,850 MT and located outside main plant area: Available for Road Transport; 03 X 750 MT and located inside plant area: Available for Road transport and / or Rail loading (BOXN type wagons) and 04 X 1,500 MT each and located inside plant area: Available for Road transport and / or Rail loading (BOXN / BTAP type wagons)].

8. The railway siding of NTPC Sipat [PSNG] will be provided free of cost to the buyer for Fly Ash Loading and Transportation through Rakes.

9. The Placement / Shunting of the Rake with the help of Indian Railway / Private / NTPC Locomotives shall be coordinated by the buyer.

10. Railway Locomotive required for shunting of wagons and for movement of railway wagons from exchange yard to silo / loading location and back to exchange yard shall be provided by NTPC Sipat on free of cost basis for this contract purpose, subject to advance request from the buyer and to availability of the Locomotive at NTPC Sipat

11. If applicable / required, buyer shall seek Co-User permission from Indian Railways for using NTPC Sipat Railway Siding [PSNG] NTPC Sipat will issue necessary letters / certificates / authorizations to facilitate the Co-User permission from Indian

Railways. In case more than one party is awarded for supply of fly ash by rail, a 'forum' (a consortium) may be formed of all the rail awarded parties, which will become co – user to NTPC and place indent to the railways on behalf of each member as per requirement. Any other modus operandi as suggested by Railways or as possible may also be followed.

12. Any liaison / co-ordination that may be required with Indian Railways for transportation shall be undertaken by buyer.

13. The buyer 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.

14. The transportation of dry fly ash rakes shall be carried out through Indian Railway in such a manner that there is neither any dust nuisance nor any violation of environmental norms.

15. BTAP or BOXN or BCCW or BCFC or any other type of Railway Wagons, deployed by the buyer, are to be covered by tarpaulin / suitable material (to be arranged by the buyer) in such a way that there is no chance of Environment pollution during transit. The openings of BTAP rake deployed by buyer are to be closed tightly in such a way that there is no chance of Environment pollution during transit.

16. In case of any complaint of Environment pollution caused during transit, it will be the responsibility of the buyer to take corrective action. If any penalty or legal action is imposed due to Environment pollution, it will be the responsibility of the buyer to face such action. The buyer will indemnify NTPC Sipat from any penalty or legal action.

17. All the rules and regulations, notifications, laws etc. laid by Railway Authority, Pollution Control Boards, MOEF and/or any other authorities related shall be followed by the buyer and buyer shall be solely responsible for violations of provisions of any applicable environmental laws / rules / notifications during the operation at its premises respectively. The representative of the buyer, in coordination with NTPC, will ensure that there is no overloading of wagons. Overloading penalty/any other punitive charges imposed by Railways, if any, will be in buyer's Scope.

18. In case of any liability on NTPC, in any manner that arises due to non-compliance of any Environmental and Transportation Norms, Rules, Guidelines and Statutory provisions by the buyer or its representative / agent, during the course of execution and for future obligations (if any) by way of omission or commission, the buyer shall keep NTPC effectively indemnified of any such liability. An indemnity bond shall be submitted before the start of lifting of Ash.

19. Statutory / regulatory compliances shall be binding upon the buyer and verifiable by NTPC / Indian Railway. Noncompliance shall attract penal actions ranging from fine to termination of contract / agreement.

20. Any tax liability which may arise due to a change in Rule of State / central / local authority with regard to transportation and receipt of dry fly ash during the agreement period shall be borne by the buyer.

21. In case of any damage to NTPC property by the buyer, the buyer must arrange the repair / replacement / rectification at their own cost and in a time bound manner.

22. The buyer's manpower stationed at NTPC Sipat shall follow all safety rules applicable at site. The buyer will be responsible for any kind of injuries or accidents caused to their employees or laborers or any other person and owner will not be liable in the matter.

23. The buyer is advised to appoint its authorized representative for coordinating the overall activity of offtake of dry fly ash from ash silos of NTPC Sipat, loading in Wagons, its movement from NTPC Sipat to their premises, coordination with Indian Railway etc. The authorized representative of the buyer shall coordinate with the Engineer-In-Charge of NTPC Sipat for this purpose and execute the offtake of fly ash.

24. The buyer shall coordinate and the process of transportation of fly ash by rail in consultation with Engineer-In-Charge.

25. Work progress review meeting with Engineer-In-Charge on weekly basis or as and when called, shall be attended by buyer / its contractor or his representative at his own cost.

26. The buyer shall not sub-let the work without prior approval of NTPC Sipat.

Annexure – 1

PROFORMA FOR AGREEMENT

(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 User Agency)

AGREEMENT

This Agreement is made on this _____ between M/S NTPC Limited, _____ Super Thermal Power Plant, _____, having its registered office at NTPC Bhavan, Scope Complex, 7 Lodhi Road, New Delhi – 110 003, represented by this its Deputy / Additional General Manager _____ _____, S/o Shri _____, R/o _____

_____, _____ State (hereinafter called "Owner" which expression shall include is successors and assigns) of the "First Part"

AND

_____ , _____ India a company incorporated under the Company Act, 1956 and having its registered office at _____ (hereafter called "Co-User", which expression include its subsidiaries "_____" and "_____", successors and assign) of the "Second Part"

That the owner herein is having its Railway Siding and co-user herein intends to use the Railway Siding for the purposes of loading / unloading at the Railway Siding owned by the owner as a co-user and the same has been agreed by the owner subject to that the co-user will make full payment of freight, demurrage and other Railway dues for the traffic dealt with by the co-user at the Siding of the owner during the tenure of Co-using the same. That it has been agreed by the co-user that the grant of permission to the co-user shall be without prejudice to the fulfilment of all the terms and conditions of the Siding agreement executed between NTPC _____, the owner of the Railway Siding and Railway administration.

That the co-user further agrees to abide by all prevailing Rules and regulations, or any modifications thereof issued from time to time by the Indian Railways. That co-user will abide by and shall be solely responsible for all statutory rules and regulations for labour and wages, safety, environment etc. and shall ensure strict compliance to meet statutory requirements. Further the co-user shall also ensure time to time guidelines issued by the owner and the Indian Railways.

That the co-user further undertakes for any liabilities which may accrues accrue to the Railway in connection with the use of Siding by the co-user.

That the co-user further agrees that it shall be responsible and liable for any future payments / liability which accrues and is due and payable to the Railways in connection with the use of Siding by the co-user for the period of usage of the Railway Siding owned by the owner and co-user further agrees to settle the same unconditionally with the Railways.

The co-user hereby undertakes to indemnify the owner for any defaults in payment of dues to the Railways by them.

IN WITHNESS WHEREOF the parties hereto have signed sealed and delivered this memorandum of understanding this day, month and year first above written.

First Part:
For and on behalf of NTPC Limited ……STPS

(Authorised signatory)
Name: _____
Designation: _____

Witness:
1. Name: _____
   Address: _____

2. Name: _____
   Address: _____

Second Part-

For and on behalf of M/s …….

(Authorised signatory)
Name: _____
Designation: _____

Witness:
1. Name: _____
   Address: _____

2. Name: _____
   Address: _____

   Address: _____