

BOKARO POWER SUPPLY COMPANY (P) LTD.

(A Joint Venture of SAIL & DVC)
Hall No. – M 01, Old Administrative Building
ISPAT Bhawan, Bokaro Steel City – 827001.

Registered Office: ISPAT Bhawan, Lodhi Road, New Delhi – 110003 CIN: U40300DL2001PTC112074

INVITATION FOR EXPRESSION OF INTEREST (EOI)

for

Issue of Pond Ash on Free of Cost, First come First Served Basis with Transportation by Bidder, from BPSCL, B.S.City

EOI Ref. No.: BPSCL/MM/23-24/EOI-001 dated 04.11.2023

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Section I: General Information

1. General Details about BPSCL:

BPSCL Power Plant is located inside the premises of Bokaro Steel Plant (BSL) and has an aggregate installed capacity to generate 338 MW of power. The Plant has 9 boilers (5 boilers each of 220 TPH, 3 boilers each of 260 TPH and 1 boiler of 300 TPH) and 7 turbine generators (One 12 MW back Pressure TG, 2 TGs each of 55 MW, 3no. TG's each of 60 MW and one 36 MW back Pressure Turbine Generator).

To utilize the ash in gainful and sustainable manner as per the provisions of extant MOEF&CC Gazette Notification and promote utilization of ash as resource material, BPSCL intends to issue some of its pond Ash on free of cost and on first come first served basis, with transportation cost being borne by the Bidders.

To facilitate this, BPSCL invites Expressions of Interest for above, for a period of 01 (One) year. Further details regarding this Expression of Interest (EoI) are as follow:

2. EXPRESSION OF INTEREST:

BPSCL invites Expression of Interest (EOI) for above, from interested Bidders, for utilization of Pond ash in avenues as identified in extant MOEF&CC Notification, in the prescribed **formats (Annexure-A & Annexure-B)**.

Total quantity of Pond Ash in MT available for issue tentatively is as per details given hereunder -

Location	Total Quantity offered for EoI	Period of Supply
Bokaro Power Supply Company (P) Limited Address: Distt Bokaro (Jharkhand) PIN- 827 001	30,00,000 MT	One (01) Year

3. HOW TO APPLY:

Interested Bidders desirous of receiving pond ash from BPSCL as per the terms and conditions of this EoI, may submit their Expression of Interest along with specified documents and duly filled in enclosed "**Annexure-A**: Format for Submission of Response to EOI" and "**Annexure-B**: Undertaking and Declaration by Bidder" in following ways:

- a) Through E- Mail on purchase@bpscl.com
- b) Through Regd. Post/Speed Post/In-person/Courier Service only, in an envelope with EOI No. along with Sender's Name & Address printed on it,

Address: Chief General Manager (MM)

Bokaro Power Supply Co. (P) Ltd. Hall No.M-01, Old ADM Building

Ispat Bhawan, Bokaro Steel City – 827001 Ph: 06452 240380, Mob: 8986874119

4. LAST DATE OF SUBMISSION OF EOI: 05.12.2023 (12:00 noon)

- 5. Documents to be submitted with duly filled "Annexure-A Format for Submission of Response to EOI" and "Annexure-B: Undertaking and Declaration by Bidder":
 - i) GST registration as may be applicable
 - ii) Company registration as may be applicable
 - iii) Pan Card copy
 - iv) Power of Attorney for authorized person
 - v) 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.

6. 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 is exhausted. However, collection of ash from BPSCL's Pond 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 of Pond Ash from BPSCL 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 of Pond Ash.

Allocation of pond ash shall be done as given below:

- i) All successful bidders shall submit a quarterly requisition containing a list of their month wise requested quantities for each quarter two weeks in advance.
- ii) Based on above, corresponding annual allocated quantity and availability. BPSCL shall determine and intimate the month wise allocation for each quarter.
- iii) All allocated bidders (or transportation vendors) shall be expected to follow the above schedule and mobilize accordingly.
- iv) In case of non-mobilization / inadequate mobilization, BPSCL may, at its discretion, allocate such quantity to alternate bidder(s) / avenue(s). Decision of Engineer in Charge (EIC)- BPSCL shall be final and binding in this regard.

Pond ash shall be issued from BPSCL's ash pond as decided by the Engineer in charge (EIC) of the BPSCL, on 'as is where is' basis.

7. 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 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.

Note:

- 1. EOI document is to be downloaded from **Website: www.bpscl.com** only.
- 2. Bidders are requested to visit above website regularly for any addendum / corrigendum / Extension till opening. **Any such changes shall not be published through Press advt.**

For and on behalf of Bokaro Power Supply Company (P) Limited

(A K Das) CGM (MM) Contact No.: 8986874119 Email: purchase@bpscl.com

Section II: Terms and Conditions and General Guidelines

- 1. Pond ash shall be issued from BPSCL Ash dyke as decided by Engineer In-Charge to the Successful Bidders (*or their authorized representatives as may be agreed to in writing by the Engineer In-Charge*), considering Pond ash Availability, Operational and Safety issues.
- 2. Measurement will be done on weighment basis (in Metric Tonne), in absence of Weigh Bridge, measurement will be done on volumetric basis (in cubic meter) considering density of Ash as 1.2 Metric Tonne/ Cum. In case of volumetric measurement pre (before excavation) levels & post (after excavation) levels will be taken jointly by the representative of agency and BPSCL. Total Station instrument for measurement will be provided by BPSCL.
- 3. 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.
- 4. No person / agency shall be allowed to lift ash without due permission from BPSCL.
- 5. 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 Engineer In-Charge along with specified documents like registration, license, insurance etc.
- 6. Depending upon operational convenience, safety, etc. Engineer In-Charge can schedule or reschedule the lifting of ash from Ash dyke 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 Engineer In-Charge .
- 7. Statutory / regulatory compliances shall be binding upon all the Bidders.
- 8. Non compliance shall attract penal actions ranging from fine to termination of contract / agreement / issue of Pond ash as decided by Engineer In-Charge.
- 9. Transportation of Ash shall be in the Scope of the Successful Bidder(s).
- 10. 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 Engineer In-Charge for verification. The vehicles shall be in fit condition for safe operation.
- 11. Successful Bidders shall submit affidavit on Non judicial stamp paper of requisite value, certifying the complete Utilization of issued Pond ash, in adherence with the provisions of the extant Notification and other applicable statutory regulations. This affidavit, in prescribed format, shall be submitted on Half Yearly basis to the Engineer In-Charge.
- 12. In case of any liability on BPSCL, 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 BPSCL effectively indemnified of any such liability. An indemnity bond shall be submitted before start of lifting of Ash.
- 13. BPSCL reserves its right to take appropriate action as deemed fit, in case information / details provided are found false even at a later date.
- 14. The collection and transportation of Pond Ash must be done in closed body trucks / trailers.
- 15. Successful Bidders shall be liable and responsible for payment towards any taxes, GST, duties, etc. applicable by State / Central Government from time to time during the tenure of lifting / collection of Pond Ash.
- 16. Transportation of Pond Ash will be allowed only through covered trucks / trailers / hywas / bulkers and under no circumstance transportation of Ash in Open vehicle shall be allowed.
- 17. Successful Bidders shall take all possible measures for pollution free loading / unloading and transportation of pond ash complying with all the environmental norms, as per guidelines laid down by MoEF and the prevailing provisions of statutory bodies / Govt. Agencies.

Annexure-A: Format for Submission of Response to EOI

(On official letter head of the Bidder)
(To be submitted by the Bidder along with specified documents)

Issue of Pond ash on Free of Cost, First come First Served Basis with Transportation by Bidder, from BPSCL, B.S.City

SI. 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.	
	Nature of Business:	
	Name of the Product / Service	
2.3	Production / Service Capacity per Annum	
2.3	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	Pond Ash quantity sought against EoI (both in Figures and Words):		Figures:	
			S:	
	Whether allocated Ash in Last Pond ash Auction Process from BPSCL (Yes/No).			
7	If Yes, Quantity allocated (in MT)			
	Rate Quoted Rs. per MT			
8	Address of the location where Bidder proposes to transport Pond ash if issued.			
		SN	Avenue Name	Quantity Required
	Avenue(s) as listed in extant MoEF&CC`s Gazette Notification in which the bidder proposes to utilize ash, if issued.	1.		
9		2.		
		3.		
			Total	

		Details of the Person authorized to sign all documents including correspondence, etc.		
		Name of the Authorized Person		
	10	Designation		
		Telephone No.		
		Mobile No.		
		Email Id		
	11	Any other relevant information		
		For	and on behalf of	
Date: Place:			gnature: uthorized Representative) Name:	
		De	esignation:	

Annexure-B: Undertaking and Declaration by Bidder.

UNDERTAKING

I / We	(Name of the firm /
Individual) hereby certify that I / we have fully read and the	proughly understood the EoI requirements and accept
all terms and conditions of the EoI including those contained i	n all corrigendum/addendum issued, if any. My / Our
offer is in conformity with all the terms and conditions of the	e EoI including all corrigendum/addendum, if any. In
he event of allocation of ash to me / us, the complete EoI de	ocument shall be considered as part and parcel of the
LOA / LOI for constitution of Contract Agreement and also as a	and wherever applicable and required by BPSCL.

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:

- $\rm I$ / We agree to abide by the directions of the EIC (Engineer In-Charge) with regard to procedures for collection of the Pond Ash including, Discipline to be maintained, Mobilization of adequate number of bulkers / covered trucks / suitable transportation arrangement conducive to environment friendly handling and transport etc. $\rm I$ / We agree to carry out the above as per instructions of, and to the full satisfaction of the EIC.
- $\rm I$ / We agree to comply with all applicable statutory regulations including those regarding safety, environment, sustainability, road / rail transport etc. $\rm I$ / 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 pond ash.
- I / We agree to submit indemnity bond indemnifying BPSCL 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 Pond ash issued by BPSCL 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.
- $\rm I$ / We shall have no objection to the forfeiture of security deposit amount, in case $\rm I$ / we fail to execute the contract faithfully and the contract is terminated as per contract conditions mentioned in LOA /LOI.
- $\rm I$ / 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 $\rm I$ / we understand and accept that if at any stage, the information furnished is found to be incorrect or false, $\rm I$ 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 BPSCL is not a commitment for pond ash tie-up/ agreement.
- I / We shall be bearing all costs associated with the preparation and submission of the EoI. BPSCL 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 BPSCL within stipulated time, BPSCL reserves the right to cancel the pond ash allocation to me / us.

(Applicable for parties allocated pond ash through auction process also from BPSCL)

I / We have been allocated pond ash through auction process also from BPSCL. I / We understand that if additional quantity of pond 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 pond 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/ Place:	Name Designation: Name of the Company:
	Address:
	Company Seal: