



**RAJIV GANDHI THERMAL POWER PLANT, KHEDAR, HISAR**  
(A UNIT OF HARYANA POWER GENERATION CORPORATION LIMITED)

**Expression of Interest**

**Memo no. 07/XEN/CMD-II (Pond Ash)/RGTPP/F-06**

**Dated:- 05.05.2026**

RGTPP, HPGCL, Khedar, Hisar invites Expression of Interest for lifting of pond ash from pond ash user agencies i.e. Cement companies, block manufacturers, traders etc. Pond ash is available for lifting on “as is where is” basis and **free of any cost**, from Ash Dykes of RGTPP, Khedar, Hisar and shall be allocated on ‘**first come first serve**’ basis. Interested parties are requested to submit their response in Performa attached as **Annexure-I**. Total quantity to be allocated is 6,00,000 MT in 06 lots of 1,00,000 MT each.

All the charges related to excavation, loading and transportation are to be borne by the interested parties. Duration for the pond ash allocated under this expression of interest shall be one month from the date of issuance of LOI/allotment letter.

During the course of lifting, all norms/rules/regulations related to environmental protection set by MoEF&CC, CPCB, HSPCB other regulatory bodies, as amended from time to time, shall be followed in true spirit. Further, a contract agreement will be signed on NJSP between RGTPP, HPGCL and pond ash lifters to ensure faithful execution of terms and conditions of EOI (Available on HPGCL’s official website <https://hpgcl.org.in>).

For any further queries related to lifting of pond ash, interested firms may contact the undersigned during the office hours. EOI details are as under:-

Sr. no.	EOI scope	EOI submission start date and time	EOI submission end date and time	Official Web site	Contact details
1	Lifting of pond ash from, RGTPP, Khedar, Hisar	05.05.2026 & 14:00 hrs	12.05.2026 & 15:00 Hrs	<a href="https://hpgcl.org.in">https://hpgcl.org.in</a>	Er. Tinku Goyal, XEN/CMD-II, 8222820043

**-sd-**  
**for XEN/CMD-II, RGTPP,  
Chief Engineer, RGTPP,  
HPGCL, Khedar, Hisar.**

Note: This EOI can be cancelled at sole discretion of HPGCL

**Expression of Interest**

(On official letter head of the Company)

**Bidder Details**

(For submission of along with documents)

Sr. No.	Description	Details
1	Name of the Bidder	
2.	Status (Company / Individual / Partnership firm)	
3	Registered Address	
	Telephone No.	
	email id -	
4	Communication Address	
	Telephone No.	
	email id -	
5	GST	
6	Quantity of Pond Ash required (In <b>multiple of lots of 1,00,000MT</b> )	
<b>Authorized Person Details</b>		
1	Name of the Authorized Person	
2	Designation	
3	Address for Communication	
4	Telephone No.	
5	Email Id	

**For and on behalf of**

Signature:

(Authorized Representative) Name:

Designation:

**Note:**

- Terms and conditions for contract of pond ash lifting against this EOI are attached as **Annexure-II**

## GENERAL CONDITIONS FOR LIFTING OF POND ASH

1. **Acquaintances of local conditions**  
It will be imperative for the Bidder to get fully inform himself of all local issues, conditions and factors, which shall have any effect on the execution of the work covered under these documents and specifications.
2. **Language of the Contract**  
All bids shall be submitted in English language.
3. **Settlement of Disputes**  
**Amicable Settlement**
  - a) In the event of any dispute or claim of any kind whatsoever that may arise between the Parties as a result of construction, interpretation or application of any of the terms and conditions of this Agreement or performance of it ("Dispute"), either Party may by written notice inform the other Party of a Dispute ("Dispute Notice").
  - b) The Parties shall within a period of 07 Day from the date of receipt of Dispute Notice by such other Party meet and endeavour to settle Dispute in an amicable manner through good faith and negotiations. In the event of the failure of the Parties to settle Dispute amicably within such 07 Day period, either Party may refer Dispute for resolution by arbitration, in accordance with the provisions mentioned hereunder.
4. **Arbitration**  
In the event that the parties are unable to resolve the disputes under **Clause 3** above, controversy or claim relating to or arising out of this contract, such disputes, controversy or claim shall be finally referred to Arbitrator appointed by MD/HPGCL in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time and read with rules framed there under.
5. **Insurance & Buyer's Liability**
  - a) The Buyer shall be fully responsible for maintaining all the insurances as per law of land at their own cost.
  - b) The Buyer shall at all times indemnify the seller against all losses, claims, damages or compensation arising out of any accident or injury to any person (whether in employment of buyer or not) or property in or about the plant including the Ash dyke area which may arise out due to buyers act/negligence while carrying out the contract.
  - c) The Buyer shall be liable to make good of any damage caused to the of HPGCL's property during the course of lifting. In the event of failure to do so, the entire security deposit shall be forfeited.
6. **Suspension of the supply**
  - a) The Supplier reserves the right to suspend and reinstate execution of the whole or any part of the supply.
  - b) The Supplier shall not be responsible for any liabilities for suspension of issue of pond ash or issue of reduced quantity of pond ash for any reason whatsoever.
7. **Indemnity for defense of Suits**  
If any action in court is brought by third party against the Supplier or an officer or agent of the Supplier for the failure or neglect on the part of the buyer to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the buyer, his agents, representatives or his Sub-contractors, workmen, suppliers, or representatives employees the buyer shall in such cases indemnify and keep the Supplier and RGTPP, HPGCL, Khedar, Hisar and / or its representative harmless from all losses damages, claims, expenses or decrees arising out of such action.
8. **Safety Requirements**  
The buyer shall ensure safety and security of all its personnel, working at different places in connection with this supply and shall be fully responsible for the same. All safety tools and tackles required like helmets, goggles, gas masks, respiratory masks, gumboots, shoes, safety belts wherever required will be provided by the buyer. The buyer shall also ensure safety and security of all RGTPP, HPGCL, Khedar, Hisar and Supplier's delivery personnel at delivery site.
9. **Disorderly Conduct**  
The buyer shall at all times take all reasonable precautions to prevent any unlawful, notorious or disorderly conduct by or amongst the buyer's staff and labour

and for the preservation of peace and protection of persons and property in the neighborhood of the delivery site against the same.

**10. Jurisdiction of Court**

All legal proceedings in connection with the contract will be subject to the jurisdiction of Hisar Courts only.

**SPECIAL CONDITIONS OF SALE OF POND ASH**

**1. Scope of Supply for Sale of Pond Ash**

- a) Supplier (i.e. Rajiv Gandhi Thermal Power Plant, Khedar, Hisar) would provide a designated area of the pond ash and the buyer will be restricted to lift pond ash from that area only.
- b) The supplier (RGTPP) reserves the right to allocate the quantity not lifted by the buyers for any reason, to any other party.
- c) Quantity: - Allocated quantity shall be in multiple of 1,00,000 MT subject to limit of 6,00,000 MT. However, allocated quantity can be reduced up to any extent during currency of contract at sole discretion of HPGCL without any compensation to firm. Intimation of reduction in allocated quantity shall be given to contractor in written through email/letter.
- d) Period: - One month from the date of issuance of LOA. However, contract can be short closed with prior intimation of 03 days.
- e) Security Deposit:- **Firm shall deposit security amount at the rate of Rs. 20 per MT on allocated quantity within 07 day of issuance of LOA, which shall be released after end of stipulated time period, subject to Clause 05 of GCs for lifting of pond ash and Clause 07 under SPECIAL CONDITIONS OF SALE OF POND ASH. Lifting shall start only after submission of security amount.**
- f) In case there is any contradiction between LOA and environment policy, then environment policy will prevail.

**2. Working Hours.**

The pond ash lifting hours shall be decided as per the direction of the CE/RGTPP. In normal circumstances, RGTPP may allow lifting of pond ash for 24 hours. However, during windy seasons it may be restricted to night hours or may be stopped completely.

**3. Pond Ash Lifting Point**

- a) RGTPP, Khedar, Hisar would allow lifting of pond ash from the designated area of Ash dyke(s).
- b) A dedicated area will be allocated to the buyers. Buyers shall restrict the lifting / excavation depth wise within the allocated area only.

**4. Quality of Pond Ash**

RGTPP, Khedar, Hisar would provide pond ash from designated delivery point(s) i.e. designated area of Ash dyke(s) of RGTPP, Khedar, Hisar on "as available" basis.

**5. Usage of Pond Ash**

The contractor shall utilize the pond ash as per guidelines issued by MOEF & CC vide S.O. 5481 (E) dated 31.12.2021 and its amendments.

**6. Period of Supply**

Duration of Supply of pond ash from RGTPP, Khedar, Hisar will be 01 month from the date of issuance of LOA. However, RGTPP, HPGCL reserve the right to short close the contract with prior intimation of 03 days and without citing any reason whatsoever.

**7. Compensation/Penalty against shortfall during off take:-**

The penalty/compensation for short lifting of pond ash shall be calculated as under: -

- a. If the short-lifted quantity of pond ash is  $\geq 50\%$  of the allocated quantity at the end of completion period then the penalty @ 100% of security deposit amount shall be levied.
- b. If the short-lifted quantity of pond ash is  $\geq 25\%$  and  $< 50\%$  of the allocated quantity at the end of completion period then the penalty @ 50% of security deposit amount

shall be levied and will be deducted prior to the release of security deposit after completion of the stipulated period.

- c. If the short-lifted quantity of pond ash is < 25% of the allocated quantity at the end of completion period then no penalty shall be levied and security deposit will be released in total after completion of the stipulated period

**8 Commencement of first off take**

Commencement of first off take for bidders of pond ash should not exceed beyond 03 day from the date of issue of LOI or award / sale letter.

**9 Weighment for invoicing**

Pond ash shall be issued based on actual weighment. The weighment shall be done at the weighbridge of RGTPP installed near entry / exit gate of Raw Water premises of RGTPP or any other weighbridge approved by Engineer-in Charge for generation of weighment challan. Weight so recorded shall be considered final. Pond Ash lifting shall not be stopped by the firms for the reason of non-operation Weighbridge of RGTPP

**10. Lifting of Pond Ash:-**

- a) Buyer should depute his authorized representative to Ash dyke area for co-ordination and lifting of pond ash.
- b) Lifting of pond ash shall be allowed from designated area of ash dyke(s) to trucks / bulkers / containers (properly covered with tarpaulin) only, which are suitable for loading of pond ash from ash dyke(s).

**11 Responsibility during Transportation**

- a) The buyer will be responsible for any kind of injuries or accidents caused to their employees or labourers or any other person and seller will not be liable in the matter. If any action is brought against the seller for payment of damages or compensations, the buyer shall indemnify the seller from all such action or claim from damages/compensation. If the seller is held liable for any compensation, buyer shall forthwith compensate the seller if any, such claim arose even after expiry of the contract period.
- b) The Buyer's transporter(s) shall have valid license of statutory, State Govt. / Central Govt. Authority for transportation of specified goods if required.

**12. Contract Agreement**

- a) Contract agreement shall be signed on NJSP of Rs. 100/- within 03 days of issuance of sale letter / letter of allocation.
- b) The Contract Agreement can be terminated by HPGCL without assigning any reason by giving a notice of three days to the firm.

**13. Pollution Control & Transportation of Pond ash**

All measures would be taken by the firm as per norms of HSPCB/MOEF&CC/CPCB/NGT other regulatory body to avoid pollution to the satisfaction of HPGCL. Similarly, while transporting, no spillage of pond ash would be there to avoid air pollution for which vehicles engaged for transporting the pond ash should be fully covered with tarpaulin. If the process adopted by the party is found deficient, HPGCL has the right to cancel the agreement and agency shall be responsible for any litigation on this account. In order to ensure compliance of environment / safety norms, road safety norms while excavation, loading, transportation, unloading and placing of pond ash, the firm shall solely be responsible for compliance. Any penalty imposed / action taken by HSPCB / CPCB / Hon'ble NGT, District Authorities etc. for non-compliance of statutory norms during excavation, loading, transportation, unloading and placing of pond ash of pond ash shall be borne and resolved by the firm itself.

**14. Safety**

The buyer would be responsible for the safety of its people for which the buyer should provide necessary safety gear to its workers.

The buyer shall be fully responsible for maintaining all the insurance covers as per law of land at its own cost

**15 Authorized person**

A proper authorization in the format prescribed by Engineer In-Charge must be presented to him, if the buyer wants to depute an agent /transporter on its behalf.

**16. End use certificate**

Buyer shall invariably submit the certificate of the end use of pond ash on completion of contract and also furnish any information required by RGTPP, Khedar, HPGCL related to ash lifting.

**17. MVI/RTO for overloading**

Overloading of vehicles shall not be allowed in any case. Buyer and its transporter would be entirely responsible towards MVI/RTO for overloading of pond ash. RGTPP, Khedar, Hisar in any case, will not be responsible for the same. Any penalty imposed / action taken by HSPCB / CPCB / Hon'ble NGT, District Authorities etc. for non-compliance of statutory norms during transportation of pond ash shall be borne and resolved by the firm itself.

**18. Ministry of Power (MoP) and MoEF&CC Guidelines**

Buyer and its transporter shall have to follow the guidelines of Ministry of Power (MoP), MoEF&CC and other regulatory bodies issued from time to time in true spirit, non-compliance of which shall invite action as per provisions in ibid guidelines