

NTPC/ ASH-INCENTIVE / DOM / SSC – ER-II/ 20-21/01

Auction Date & Time : 02/08/2021 from 3.00 PM onwards
 Inspection Date : From 20/10/2020 to 02/12/2020 with prior intimation to NTPC

Important dates (tentative) :

Activity	Tentative date
Notice Publish	20/10/2020
Document submission to NTPC till	03/12/2020
Declaration of qualified bidders till	14/07/2021
EMD submission till	31/07/2021
Buyer training till	30/07/2021
e-auction on	02/08/2021

Contact Information (NTPC) : NTPC Ltd

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Auction Engine : www.valuejunction.in or www.metaljunction.com

www.valuejunction.in

Valuejunction a business unit of mjunction services limited is pleased to be selected by **NTPC Limited** (referred to as **The Client hereinafter**) for conduct of online auctions for disposal of their Scraps and Surplus & Obsolete assets. All these scraps or assets given below will be sold on “As is where is basis” and on “No Complaint basis”. All our valued customers are requested to peruse the participation terms, payment terms , lifting terms and other terms and conditions given below before participating. It is assumed that all our customers are aware about the terms and conditions as set out in these presents before placing a bid in the auction. We thank you in advance for your kind cooperation and participation.

Registration: All our new customers are requested to register themselves in the website www.valuejunction.in OR www.metaljunction.com or get in touch with mjunction officials as above.

Inspection: The intending bidder or his authorized representative may inspect the materials as per the schedule above, on any working day at the location specified with prior permission from NTPC-TSTPS. The bidders/customers shall download and carry the terms and conditions from the website. Same will be required to be produced for inspection related matters after fulfilling the usual security conditions at Seller’s end.

Participation Terms:

- Declaration as a qualified bidder by NTPC authorities
- Submission of EMD in favor of “mjunction services Ltd.” Payable at Kolkata for NEFT. (For EMD details – Please see Material list).
- Self-Attachment with the auction

EMD DEPOSIT DETAILS as mentioned below:

EMD is in the name of MJ, you must always deposit the EMD in your unique **VIRTUAL ACCOUNT** only. Unique Virtual account is available in your “Profile”

You can self-attach yourself to auction only when your EMD money is credited to your unique **Virtual account**. So it is suggested to always deposit your EMD money well in advance to avoid unanticipated problems beyond control.

Beneficiary Name	MJUNCTION SERVICES LIMITED
Bank Name	HDFC BANK LTD
Branch Name	Sandoz Branch, Mumbai
Account No	Explained below *
IFSC Code	HDFC0000240

***All the customers will have a unique account number. The unique account number is an alpha numeric code consisting of 13 characters. The Customer’s unique “account number” is a combination of the MJ’ SAP code along with the 7 digit bidder SAP ID and can be used as reference**

for all subsequent transactions. The Customer's Account Number detail is available in "Profile" after the customer logs into our website using the user id and password.

PLEASE NOTE THE FOLLOWING POINTS BEFORE SELF ATTACHED WITH AUCTION

Be careful to select the correct Catalogue/Lot/Group during self-attachment.

You **cannot detach** yourself once you have attached yourself to a particular auction until that auction is over

For any assistance please contact our toll free no:

Toll Free No: 180041920001

Write to enquiry@mjunction.in

You may also refer to the Online EMD Management Bidder Manual (audio/visual) available in

www.metaljunction.com> Click on Login>Auction Login>Required Auction Training? Click Here>Online EMD

Note: Online EMD Bidder Manual and FAQ is available in our website: www.metaljunction.com> Click on Login>Auction Login

EMD required for participating in the e-auction will be @ Rs.2/- per MT with minimum amount of Rs.1 Lakh and Maximum amount of Rs.10 Lakhs.

Minimum quantity of fly ash that a bidder is allowed to bid for is 10000MT; failing which the bid will be treated as cancelled.

However, a Bidder willing for full quantity with maximum EMD can be eligible for full quantity subject to the clearance to be given by NTPC-TSTPS, Kaniha after evaluating their techno-commercial documents.

Bidders who want to take part for larger quantity/full quantity with maximum EMD shall apply for "Catalogue wise EMD". In case of Catalogue wise EMD, full amount will be blocked on whatsoever quantity to be allocated to them.

Bidders who want to take part for a smaller quantity with minimum EMD shall apply for "Lot wise EMD". In this case, Bidders shall pay EMD at Per UOM basis and the amount will be blocked and transferred to NTPC-TSTPS, Kaniha as per the quantity allocated to them.

❖ Tentative timelines

Activity	Tentative date
Notice Publish	20/10/2020
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Declaration of qualified bidders till	14/07/2021
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e-auction on	02/08/2021

NTPC LIMITED

BID DOCUMENT

FOR PROVIDING INCENTIVE ON OFF TAKE OF FLY ASH FROM
NTPC LIMITED TALCHER SUPER THERMAL POWER STATION,
DIST: ANGUL (ODISHA)

SPECIFICATION NO.

NTPC/ ASH-INCENTIVE / DOM / SSC – ER-II / 20-21/01

Address:- NTPC Ltd., Shared Services Centre, Eastern Region (II)

P.O.- Deepsikha

Dist:- Angul (Odisha)

Pin:- 759147

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NTPC LTD

INVITATION OF BIDS FOR PROVIDING INCENTIVE FOR OFFTAKE OF FLY ASH

Tender No: NTPC/ ASH-INCENTIVE / DOM / SSC – ER-II /20-21/01

Date: 20.10.2020

1.0 Introduction

NTPC LIMITED (henceforth referred to as NTPC Ltd. which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) intends to promote utilization of fly ash as resource material in the power plants of NTPC Ltd. Namely NTPC Talcher Super Thermal Power Station. To facilitate this, NTPC Ltd. wishes to provide incentive to the eligible Cement manufacturers, Ready Mixed Concrete Plants and Asbestos cement product manufacturing units for offtake of fly ash from the ash silos for a period of 01 (One) year for manufacturing of ash based products. NTPC Ltd. thus invites bids from eligible and interested Offtakers for offtake of fly ash under fly ash incentive mechanism (as mentioned below) from available dry fly ash silos of **NTPC TALCHER SUPER THERMAL POWER STATION.**

2.0 Scope of Supply:

a) NTPC Ltd. invites bids as specified in the e tender catalogue – document / bid document for incentive based offtake of fly ash to the interested and eligible users from the designated delivery point(s) i.e. Available Ash Silo chutes of ‘NTPC Talcher Super Thermal Power Station as detailed in the bid document, in the Offtaker’s bulkers/covered trucks only.

b) The tentative quantity available for supply under incentive mechanism is brought out as under:

Power Stations / Location	Installed Capacity	Fly Ash Quantity available under incentive scheme for 01 year	Fly Ash quality to be supplied	Period of Supply
NTPC TALCHER SUPER THERMAL POWER STATION, PO: DEEPSIKHA, DIST: ANGUL (ODISHA), PIN - 759117	3010 MW	20,00,000 MT	on “as available” basis	01 Year

3.0 Bidding details:

Bidding shall be 2 stage bidding-Technical Stage & Financial Bid Stage. Detailed conditions and scope of work are given in the bid documents, which can be downloaded from the website <https://www.metaljunction.com>

Bid Document No.	NTPC/ASH-SUPPLY (INCENTIVE)/DOM/20-21/01
E Tender no.	NTPC/ ASH-INCENTIVE / DOM / SSC – ER-II/20-21/01
Period of supply	01 Year(s)
Submission of Bids	from 15.00 hrs dt 02.08.2021 to 16.00 hrs dt 02.08.2021
Bid Security	EMD @ Rs.2/- per MT with minimum amount of Rs.1 Lac and Maximum amount of Rs. 10 Lacs. Each bidder has to submit Requisite EMD prior to online bidding. MSME Benefit SHALL NOT BE applicable
Minimum fly ash offtake quantity under the incentive scheme.	10000 MT.

All bids must be accompanied by Earnest Money Deposit (EMD), in the form stipulated in the bidding documents. Any bid not accompanied by an acceptable EMD shall be rejected as being non responsive.

4.0 Eligibility for bid participation

All Offtakers who

- (i) are registered with M-Junction as per specified guidelines for registration.
- (ii) have submitted the EMD as per the applicable terms,
- (iii) have uploaded digitally signed Integrity Pact document on portal as per Annex XIV
- (iv) have uploaded digitally signed qualifying documents on portal as per Annex 1A before the last day of submission of documents as per timelines specified on page 1 and page 3 and found correct as per terms and conditions of the e – tender/bid document along with all relevant Annexures duly filled say ‘no deviation statement, Fraud prevention policy’ etc. shall be eligible to participate in the bidding process.

5.0 Qualifying Requirements for End Users/Industry (Refer Annexure 1A)

- a) Bidder should be proprietorship firm / partnership firm / company.
- b) Bidder should be an End User / Industry (They have to submit certificates issued by statutory authorities depicting that they are directly engaged in manufacturing of Cement or RMC (Ready Mix Concrete) or Asbestos cement products).
- c) The average annual turnover of the bidder for the last three financial years should be
 - i) For fly ash offtake quantity of 10000 MT per Annum: Rs. 35 lacs.
 - ii) For fly ash offtake quantity more than 10000 MT and upto 50000 MT per Annum: Rs. 175 lacs
 - iii) For fly ash offtake quantity more than 50000 MT and upto 200000 MT per Annum: 700 lacs
 - iv) For fly ash offtake quantity more than 200000 MT per Annum: 1050 lacs

Note:

(i)Manufacturers/End Users are also required to submit statutory license from government/Work Orders/Certificates from the client to prove that they are involved in manufacturing work using fly ash.

(ii)The bidders whose bid quantity is more than 0.5 lac MT will have to submit supporting documents to prove that the bid quantity is less than or equal to 120 % of the quantity utilized by it in the last financial year.

(iii)Copy of audited Balance Sheet and Profit & Loss Account in support to the above is to be submitted. In case audited results for last financial year are not available, a certificate of financial statements from a practicing Chartered Accountant shall also be considered. If the certificate of Chartered Accountant is not available audited results of preceding 03 financial years of last financial year are also acceptable. Other income shall not be considered for arriving at annual turnover.

(iv) Joint ventures are not allowed.

6.0 Undertaking for Utilisation of Ash

Bidders shall submit an undertaking of utilizing the Fly Ash in Cement, RMC (Ready Mix Concrete) and Asbestos cement products taken from the NTPC Ltd. plants under the incentive scheme (Annex IV).

7.0 Submission of Bids

Bids are to be submitted by the Offtaker online in the **M-Junction website** <https://www.mjunction.com> within the bid submission time as per time schedule indicated.

8.0 Contact Details

Station / Unit	Name	Designation	Mobile No.	email
NTPC Ltd, Shared Services Centre, Eastern Region (II)	Sh. J Pradhan	Sr.Manager (Contracts)	9437028912	jasobantapradhan@ntpc.co.in
NTPC TSTPS, Kaniha	Sh. L Kar	AGM (AU)	9437049281	lkar@ntpc.co.in

DEFINITIONS

9 In this contract, following terms shall be interpreted as:

- 9.1 “The Contract” shall mean the issuance of award letter including bid documents and amendment thereof which will constitute the formation of the Contract.
- 9.2 “The Contract Value” means the incentive payable to the industries / ash based product manufacturers for offtake of fly ash under the Contract for the full and proper performance of its contractual obligations.
- 9.3 “Day” means calendar day.
- 9.4 “Effective Date” means the date on which this Contract becomes effective (i.e. issue date of LOA).
- 9.5 “GCS” mean General Conditions of Supply contained in this document.
- 9.6 “SCS” means Special Conditions of Supply contained in this document.
- 9.7 “The Off taker” (i.e successful bidder or awardee) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns.
- 9.8 “Owner/Supplier” (i.e. NTPC TSTPS Kaniha) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns.
- 9.9 “Acceptable Bank” means any of the banks referred to in Annexure – VII List of the Banks.
- 9.10 Awarded Quantity/Annual Contract Quantity/Annual Allocated Quantity - is the quantity of fly ash as finalized by NTPC Ltd. for award during a year and shall be expressed in Metric Tonne (MT) per annum.
- 9.11 “Arbitration Act” means the Indian Arbitration and Conciliation Act, 1996, as amended and modified from time to time, including any re-enactment thereof.
- 9.12 Metric Tonne (MT) means 1000 Kilograms.
- 9.13 “Contract Term/Period” means duration of the contract together with any extension period.
- 9.14 “Delivery Point” means the chutes of the designated and available fly ash silos.
- 9.15 Dispute/Dispute Notice Refer clause 35 of bid documents.
- 9.16 “Engineer in charge” means Head of EMG & Ash Utilization Deptt. of NTPC TSTPS Kaniha who will be in-charge of the execution of the contract.
- 9.17 “First Off take” means the date of first off take of fly ash, by the Offtaker from Delivery Point in accordance with this Agreement.
- 9.18 “Force Majeure” shall have the meaning ascribed to it under clause 37 of bid document.

- 9.19 “Law(s)” means applicable laws, rules, regulations, judgments, decrees, or other legislative measures having the force of law or issued by any government agency, instrumentality, body or legislature, National, State or local authority or a court of competent Jurisdiction.
- 9.20 “Quarter” shall mean a period of 03 months and shall be calculated from the scheduled date of commencement of contract.
- 9.21 “Party” means the Owner or the Bidder, as the case may be, and “Parties” means both of them.
- 9.22 “Incentive Rate” is the incentive amount per MT mentioned in the Letter of Award. Letter of award shall be issued by NTPC Ltd., SSC ER-II to the individual successful bidders.
- 9.23 “Adjusted quantity” means the quantity of fly ash which NTPC Ltd. is not able to provide to the Offtakers due to any reasons including forced outage of the plant, congestion, rain etc, the NTPC accordingly shall adjust the awarded quantity downwardly of each off taker.
- 9.24 “Adjudicator” means the person or persons appointed by the Head of Station to make a decision on or to settle any dispute or difference between the Owner and the Offtaker, referred to him or her by either of the parties pursuant to GCC Sub-Clause 35 b) (Adjudicator) hereof.

INSTRUCTIONS TO BIDDER / OFFTAKER

10.0 The Bidding Documents

The Bidding Documents shall comprise of following:

- Invitation for Bid
- Instructions to Bidders
- General Conditions of Contract
- Special Conditions of Contract
- Annexures

11.0 Language of the Contract

All bids shall be submitted in English Language. Award letter shall also be issued in English language.

13.0 Understanding and Clarification of Bid Documents

a. The Bidder is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Bidder finds discrepancies or omissions in the Bid documents or is in doubt as to the true intent or meaning of any part thereof, he shall at once request in writing to M-Junction for an interpretation/clarification of the Bid documents. However, such request must reach the M-Junction seven days before start of bid opening otherwise, the request for clarification shall not be entertained. After receipt of such interpretation or clarifications, the Bidder shall submit his Bid but within the time and date as specified in the invitation to Bid. All such interpretation and clarification shall form a part of the Bid documents.

b. Verbal clarifications and information given by M-Junction or its employees or representatives shall not be in any way binding on the Owner (NTPC Ltd.).

14.0 Validity of Bids

The Bidder shall keep the bid valid for a minimum period of one hundred eighty (180) days from the date of opening of the bid (02/08/2021). In exceptional circumstances M-Junction may solicit the Bidder's consent for extension of the bid validity period. When the validity period is extended by the Bidder, the same shall be done without any modification to the bid proposal by the Bidder.

15.0 Bid Security (EMD)

- a. The value of the Bid Security is as mentioned in Invitation for Bid at Para 3.
- b. The Bid Security shall be deposited to M-Junction through e payment gateway as per procedure outlined by M-Junction.
- c. Bid security of unsuccessful bidders shall be returned by M-Junction as promptly as possible, but not later than 30 days after the expiration of the bid validity period. Such Time will be calculated from the submission of online refund requests by the customer through their respective logins to the e-auction portal.

- d. Bid Security of successful Bidder(s) shall be returned / adjusted by NTPC only after submission of requisite amount of Contract Performance Guarantee (CPG) & contract agreement.
- e. The Bid Security may be forfeited (a) if the bidder / his representative commit any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC.(b)If the Bidder withdraws or varies its bid during the period of Bid validity.(c)In the case of a successful Bidder, if the Bidder fails, within the time limit (i) to sign the Contract Agreement ,(ii)to furnish the required CPG in accordance with contract provision.
- f.. In case of inadequate Bid security amount , Bid shall be rejected.

16.0 Procedure for registration & payment of bid security

Only the bidders registered with M-Junction can submit EMD/Bid security as per procedure outlined in bid document.

17.0 Late Bids

Bids can be submitted online only during the bid submission start date and end date. There is no provision for submission of bids after the bid submission period.

18.0 Bidding Requirement

Only registered bidders will be allowed to participate subject to bidder meeting the bid requirements as per para 4.0 above. In addition to above, all bidders have to submit relevant documents as mentioned at Annex 1A.

19.0 Check List

- a. The bidders are requested to duly fill in the check list enclosed at Annexure III.
- b. The checklist gives only certain important items, to facilitate the bidder to make sure that necessary data / information is provided by him in this proposal. This however, does not relieve the bidder of his responsibility to make sure that his proposal is otherwise complete in all respects.

20.0 Deviation

Any deviation taken in the terms and conditions of the e tender catalogue / Bid Documents by the bidder will not be allowed to bid online and may result in forfeiture of bid security. Bidder has to submit the signed copy of No Deviation Certificate as per Annexure – II.

21.0 Modification and Withdrawal of Bids

During the bidding period, bidders may modify their bid any number of times up to the quantity proportionate to the bid security submitted, against any incentive of their choice between the prescribed incentive band. After submission of bid, the bidders cannot modify or withdraw their bids. Withdrawal of bids will result in the forfeiture of the Bidder's bid security.

22.0 Notice

Any notice, request, or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person or in mail to an authorized representative of M-Junction.

23.0 Bidding Schedule

The schedule for submitting the bids is as mentioned in the e tender catalogue / in the bid document at para 3.0 of the invitation for bid or as amended and informed to bidders.

Bidders are to quote online their quantity requirement against the respective incentive rate during the bidding period. **Sample bid sheet is shown at Annex 1B.**

24.0 Examination of Bids and Owner's Right to accept any Bid or to reject any or all Bids

24.1 M-Junction will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order and put up the report to the Owner for approval, including the reasons for rejection of bids, if any.

24.2 The Owner may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.3 Notwithstanding anything mentioned above, the Owner reserves the right to accept or reject any bid, either in full or in part or to annul the bidding process and reject all bids at any time prior to allocation of quantity without assigning any reason thereof.

25.0 Methodology for Incentive

a. Fly ash utilization incentive to be provided by the Owner to successful Bidder / offtaker(s) shall be the incentive rate in terms of Rs / MT arrived from the bids received as per the methodology described in Clause 26.

b. Amount of incentive will be including GST and other applicable taxes. Incentive(inclusive of all taxes) will be on firm price basis during the tenure of contract.

26.0 Incentive calculation & Bidding Methodology

- a. Bidding is allowed in the multiples of Rs. 10 and any quantity in the multiples 0.1 lac MT.
- b. Bidders may quote different quantity they would like to off-take at different rates within the specified range. Such quotes/bids will begin at the lowest incentive at which the bidder agrees to lift specified quantity of fly ash. In the next step, the next additional quantum at the desired incentive may be given and the process can be continued.

Incentive Rate (Rs/T)	BIDDER A (LMT)	BIDDER B (LMT)	BIDDER C (LMT)
	Quantity	Quantity	Quantity
10	0.3		0.1
20			0.1
30	0.5		0.1
50	0.2		0.1
80	0.5		0.1
100		0.5	
150	1.5	2.5	
Total bid quantity	3.0	3.0	0.5

c. There is an upper limit of incentive rate bidding process. System will not accept the bids placed above this limit.

d. There is another upper ceiling of incentive rate below the upper limit. All bids quoted above this limit will not be considered for discovery of Incentive Rate as detailed in 27.0.

27.0 Evaluation criterion of bids

27.1 Based on all the valid bids received below the ceiling rate, a “Discovered Incentive Rate” will be calculated ensuring minimum outflow of capital while maximising the ash off take.

27.2 “Discovered Incentive Rate” (rounded off to the nearest lower multiple of 10) will be the average weighted price of all the valid bids received as per 27.1 above, if the bid quantity is less than or equal to 20 lac MT.

Following table explains the calculation assuming an Upper Limit of 250 and a Ceiling of Rs. 200:

Case 1 - Total valid bid Quantity less than or equal to 20.0 LMT						
Incentive Rate (Rs/T)	BIDDER A (LMT)	BIDDER B (LMT)	BIDDER C (LMT)	BIDDER D (LMT)	Total bid qty at the specified rate (LMT)	Qty considered for calculating discover price
	Quantity	Quantity	Quantity	Quantity	Quantity	Quantity
80				0.5	0.5	0.5
100	1.0		0.5	0.5	2.0	2.0
180	DISCOVERED INCENTIVE RATE = 150		0.5	1.5	2.0	2.0
200	2.0	CEILING LIMIT= 200			2.0	2.0
250	0.5	3			3.5	0.0
350	BIDDING NOT ALLOWED				UPPER LIMIT= 250	
450						
Total bid quantity	3.5	3.0	1.0	2.5	10.0	6.5
Total bid quantity (all bids) – 10.0 LMT						
Total quantity used for incentive rate calculation – 6.5 LMT						
Weighted Average Incentive Rate = 153.84 [(0.5X80)+(2.0X100)+(2X180)+(2.0X200)]/6.5						
Discovered Incentive Rate = 150						

27.3 If the valid bid quantity in 27.1 is more than 20 lac MT, the “Discovered Incentive Rate” will be calculated by considering only those bids which ensure minimum cumulative incentive while ensuring off take of complete 20 LMT of fly ash on offer. **This will be done by removing or apportioning the highest bids.**

Following table explains the calculation assuming an Upper Limit of Rs.250 and a Ceiling Limit of Rs. 200:

Case 2 - Total valid bid Quantity more than 20 LMT						
Incentive Rate (Rs/T)	BIDDER A (LMT)	BIDDER B (LMT)	BIDDER C (LMT)	BIDDER D (LMT)	Total bid qty at the specified rate (LMT)	Qty considered for calculating discover price
	Quantity	Quantity	Quantity	Quantity	Quantity	Quantity
50	0.5			0.5	1.0	1.0
70	0.5				0.5	0.5
80	1	0.5	0.5	0.5	2.5	2.5
100	1.5		0.5	1	3	3
140	DISCOVERED INCENTIVE RATE = 140		1.0		1.0	1.0
180	1	2	2	2	7.0	7.0
200	1.5	CEILING LIMIT= 200		2.0	5.5	5
250	0.5				0.5	0.0
350			BIDDING NOT ALLOWED			
450					UPPER LIMIT= 250	
Total bid quantity	6.5	2.5	6.0	6.0	21	20.0
Total bid quantity (all bids) – 21 LMT						
Total quantity used for incentive rate calculation – 20 LMT						
Weighted Average Incentive Rate = 149.25						
$[(1.0 \times 50) + (0.5 \times 70) + (2.5 \times 80) + (3.0 \times 100) + (1.0 \times 140) + (7 \times 180) + (5 \times 200)] / 20$						
Discovered Incentive Rate = 140						

28.0 Award criterion, Award Incentive Rate & Awarded Quantity

- a. The bidders whose Incentive rate bids are less than the “Discovered Incentive Rate” will be allotted all the quantity at their respective bid value for the bids below the “Discovered Incentive Rate”. If there are more than one bidders with the same bid price and all of them can not be allocated all the quantity as per their requirement since this will cross the limit of 20 LMT, then their allocation will be on pro-rata basis in comparison with their bid quantities.
- b. After the completion of step (a) above, if the allocated quantity is less than 20 LMT, the bidders of step (a) above whose cumulative bid quantity below the “Discovered Incentive Rate” is more than or equal to 50 % of his total bid quantity, will be offered balance of his total bid quantity at the “Discovered Incentive Rate”. If there are more than one bidders who can not be allocated all the balance quantity as per their requirement since this will cross the limit of 20 LMT, then their balance allocation will be on pro-rata basis in comparison with their balance bid quantities.
- c. If the allocated quantity at point (b) above is still below 20 LMT, the bidders whose cumulative bid quantity above the “Discovered Incentive Rate” is more than 50 % of his total bid quantity, will be offered 75 % of his balance total bid quantity *below the ceiling limit* at the “Discovered Incentive Rate”. The offer will be made moving from the bids with lowest difference from the “Discovered Incentive Rate” to the highest difference till the entire quantity of 20 LMT is allocated. If there are more than one bidders who can not be allocated all the balance quantity as per their requirement since this will cross the limit of 20 LMT, then their balance allocation will be on pro-rata basis in comparison with their balance valid bid quantities.
- d. If the allocated quantity at point (c) above is still below 20 LMT, the bidders who have made bids above the Ceiling Limit will be offered 50 % of their balance total bid quantity at the “Discovered Incentive Rate”. The offer will be made moving from the bids with lowest difference from the “Discovered Incentive Rate” to the highest difference till the entire quantity of 20 LMT is allocated. If there are more than one bidders who can not be allocated all the balance quantity as per their requirement since this will cross the limit of 20 LMT, then their balance allocation will be on pro-rata basis in comparison with their balance valid bid quantities.
- e. In case any bidder of step (a) expresses his inability to lift his allocated quantity, necessary action may be taken by NTPC, TSTPS management as it deems fit ,such as forfeiture of EMD.**

29.0 Award for supply of Fly Ash

- a. The Owner will issue Award letter (Model Award letter at Annexure VIII) of allocation for supply of Fly Ash in writing to the successful Bidders in duplicate. The successful bidder shall return the duplicate copy of the award letter duly signed & stamped as token of their acknowledgement.
- b. Bidder would be required to comply with all requirements of the notification of allocation without any extra cost to the Owner, failing which his bid security may be forfeited.

30.0 Owner's Right to vary quantities at the Time of allocation / supply

Owner reserves the right at the time of allocation or during the period of supply to increase, decrease or delete the quantity of fly ash from that originally specified in the bid document without assigning any reason thereto. Owner also reserves the right to award contract to any other Cement manufacturers, RMC Plants, asbestos cement products manufacturing units that approaches NTPC, TSTPS at any time for fly ash lifting.

31.0 Confidentiality

- a. Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for allocation shall not be disclosed to Bidder / offtaker or any other person not officially concerned with such process.
- b. Any effort by the Bidder / offtaker to influence the Supplier in the Supplier's bid evaluation, bid comparison, or allocation decisions may result in the rejection of the Bidder / offtaker's bid.
- c. From the time of bid opening to the time of allocation, if any Bidder / offtaker wishes to contact the Supplier on any matter related to its bid, it should do so in writing.

32.0 Contract Performance Guarantee (CPG)

- a. Within fifteen (15) days of the issue of award letter for allocation by the Owner, successful Bidders shall submit the Contract Performance Guarantee for an amount equivalent to five (5) percent of value of allocated quantity in the form of RTGS/ Crossed Demand Draft in favor of **NTPC LIMITED** payable at SBI, Telesingha Branch or through an unconditional and irrevocable Bank Guarantee (as per Format at Annexure V) and verified as per checklist at Annexure V(A). CPG submitted in the form of Bank Guarantee shall be valid for 90 days in addition to period of contract. List of Banks is available in Annexure VII of Bid Document.
- b. Failure of the successful Bidder to comply with the requirement of Submission of Contract Performance Guarantee within the prescribed time shall constitute sufficient grounds for the annulment of the allocation order and forfeiture of the Bid Security. In that event no damages or compensations shall be payable to the Offtaker.
- c. For commencement of supplies, submission of CPG is a precondition.
- d. Contract Performance Guarantee (CPG) shall be released within 90 (Ninety) days after successful completion of contract in all respects.
- e. The successful bidders will submit their fly ash lifting plan with monthly break-up for the entire agreement period. In case the quantity lifted by a successful bidder is less than 50%, on cumulative basis at the end of any particular month, of the submitted plan by the bidder, the bidder shall have to cite sufficient valid ground(s) / evidence about the reason behind the shortfall and also submit in writing his recovery plan to make good the shortfall. The actual ash lifting status vis-à-vis the recovery plan will be again reviewed

at the end of the contract period and if the quantity lifted is found to be less than awarded quantity, then NTPC, TSTPS, at its discretion, may forfeit the CPG /BG after reviewing the reasons for non-lifting. This CPG will also be used as a Bank Guarantee that will be encashed in case the Offtaker diverts fly ash, issued to it, to some other parties.

- f. This CPG will also be used as a Bank Guarantee that will be encashed in case the Offtaker diverts fly ash issued to it to some other parties.
- g. In case of increase in value of contract during contract period , CPG value may be increased proportionately.

33.0 SECURITY DEPOSIT:

- a. The bank guarantee submitted above as CPG will also be used as a Security Deposit. The BG will be released after 03 months of completion of contract.
- b. That in the event the bidder / offtaker fails to make good the liability/damage sustained by NTPC Ltd on account of the bidder / offtaker, same may be recovered from the CPG retained by NTPC Ltd and the amount of Incentive payable and bidder / offtaker shall have no objection for the same.

34.0 Fly Ash lifting plan over the allocation period

The successful bidders will submit their fly ash lifting plan with monthly break-up for the entire agreement period. However, in case of limited availability of ash in a particular month, the actual allocated quantity will be decided by NTPC TSTPS. In case the quantity lifted by a successful bidder is less than 50%, on cumulative basis at the end of any particular month, of the submitted plan by the bidder, the bidder shall have to cite sufficient valid ground(s) / evidence about the reason behind the shortfall and also submit in writing his recovery plan to make good the shortfall.

35.0 ADHERENCE TO FRAUD PREVENTION POLICY

[as per prevailing NTPC Instruction to Bidders (ITB)]

The Bidders/Offtakers along with their associate / collaborators / subagencies/ sub-vendors /consultants / service providers shall strictly adhere to the Fraud Prevention Policy of Owner displayed on its website <http://www.ntpctender.com> The Bidders/Offtakers shall immediately apprise the Owner about 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".

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 Bidder(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.

A certificate to this effect as per Annexure - X shall be furnished by the bidder along with his bid.

35a DECLARATION ON BANNING POLICY

[as per prevailing NTPC Instruction To Bidders (ITB)]

The Owner has in place a policy for withholding and banning of business Dealings as displayed on its website <http://www.ntpctender.com>. Business dealings may be withheld or banned with the Bidder/Off taker on account of any default by the Bidder/Off taker or any of the grounds detailed in the said Banning Policy. Declaration on Policy for withholding and banning of Business dealings is to be given by accepting the condition "Do you accept Withholding & Banning of Business Dealing Policy". A certificate to this effect as per Annexure - X shall be furnished by the bidder along with his bid.

GENERAL CONDITIONS OF SUPPLY

36.0 Acquaintances of local conditions;

It will be imperative for the Bidder / offtaker to fully inform himself of all local conditions and factors, which shall have any effect on the execution of the work covered under these documents and specifications.

Settlement of Disputes

37. Settlement of Disputes

37.1 Mutual Consultation

If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Expert Settlement Council / Arbitration / other remedies available under the applicable laws.

37.2 Resolution of Dispute through Expert Settlement Council

If the parties fail to resolve such a dispute or difference by mutual consultation, the dispute if the parties agree, may be referred to Conciliation in cases involving disputed amount up to Rs 250 crores, which is to be arrived at considering the claim and counter claim of the parties to the dispute.

37.2.1 Invitation for Conciliation:

37.2.1.1 A party shall notify the other party in writing about such a dispute it wishes to refer for Conciliation within a period of 30 days from the date of raising of the dispute in case of failure to resolve the same through mutual consultation. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.

37.2.1.2 Upon acceptance of the invitation to conciliate, the other party shall submit its counter claim, if any, within a period of 30 days from the date of the invitation to conciliate. If the other party rejects the invitation or disputed amount exceeds Rs 250 crores, there will be no Conciliation proceedings. There shall be no Conciliation where claim amount is only up to Rs 5 lakhs.

37.2.1.3 If the party initiating Conciliation does not receive a reply within thirty days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.

37.2.2 Conciliation:

37.2.2.1 Where Invitation for Conciliation has been furnished under GCC sub clause 8.2.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by CMD, NTPC.

37.2.2.2 ESC will be formed from experts comprising of three members from the panel of conciliators maintained by NTPC. However, there will be single member ESC for disputes involving claim and counter claim (if any) up to Rs. 1 crore. CMD will have authority to reconstitute an ESC to fill any vacancy.

37.2.2.3 The eligible persons for consideration for empanelment in the panel of conciliators shall be amongst Retired Civil Servants of Govt. of India not below the rank of Joint Secretary, Retired Judges, Retired Executive directors/Directors/ Chairman of any Maharatna / Navratna company in India other than NTPC Ltd, Retired Independent Directors who have served on the Board of any Maharatna / Navratna company in India other than NTPC Ltd and Independent experts in their respective fields preferably registered with the Indian Council of Arbitration or Delhi International Arbitration Centre or Federation of Indian Chambers of Commerce and Industry or SCOPE Arbitration Forum.

37.2.3 Proceedings before ESC:

37.2.3.1 The claimant shall submit its statement of claims along with relevant documents to ESC members, and to the party(s) indicated in the appointment letter within 30 days of the issue of the appointment letter. The respondent shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims. Parties may file their rejoinder/additional documents, if any in support of their claim/counterclaim within next 15 days. No documents shall be allowed thereafter, except with the permission of ESC.

37.2.3.2 The parties shall file their claim and counterclaim in the following format

- a. Chronology of the dispute Brief of the contract
- c. Brief history of the Dispute
- d. Issues

Sl. No.	Description of Claims/ Counter claims	Amount (in foreign currency/INR)	Relevant Contract Clause

- e. Details of Claim(s)/Counter Claim(s)
- f. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note: Statement of claims shall be restricted to maximum limit of 20 pages.

37.2.3.3 In case of 3 members ESC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, ESC recommendations will be signed by all the members.

37.2.3.4 The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of NTPC who have handled the subject matter in any capacity shall not be allowed to attend and present the case before ESC on behalf of contactor. However, ex-employees of parties may represent their respective organizations. Parties shall not claim any interest on claims/counter- claims from the date of notice invoking Conciliation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Conciliation till the date of ESC recommendations and 30 days thereafter in any further proceeding.

37.2.3.5 ESC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days of its first meeting. ESC will give its recommendations to both the parties recommending possible terms of settlement. CMD, NTPC may extend the time/number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons.

37.2.3.6 Depending upon the location of ESC members and the parties, the venue of the ESC meeting shall be either Delhi/Mumbai/Kolkata/Chennai or any other city whichever is most economical from the point of view of travel and stay etc. All the expenditure incurred in ESC proceedings shall be shared by the parties in equal proportion.

37.2.4 Fees & Facilities to the Members of the ESC

The cost of Conciliation proceedings including but not limited to fees for Conciliator, Airfare, Local transport, Accommodation, cost towards conference facility etc shall be as provided herein below:

S. No.	Fees/ Facility	Entitlement
1	Fees	As paid to NTPC Independent Directors [Presently Rs. 20,000 per meeting]. In addition each conciliator to be paid Rs. 10,000 for attending meeting to authenticate the settlement agreement - max. of Rs. 2,10,000 per case per Conciliator.
2	Secretarial expenses	Rs. 10,000 lump sum (to 1 member only).
3	Transportation in the city of the meeting	Car as per entitlement or Rs. 2,000 per day
4	Venue for meeting	NTPC conference rooms
Facilities to be provided to the out-stationed member		
5	Travel from the city of residence to the city of meeting	As per entitlement of Independent Directors. Executive class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.
6	Transport to and fro airport/ railway station in the city of residence	Car as per entitlement or Rs. 3,000
7	Stay for out stationed members	As per entitlement of Independent Directors.
8	Transport in the city of meeting	Car as per entitlement or Rs. 2000 per day

Aforesaid fees is subject to revision by NTPC from time to time and subject to government guidelines on austerity measures, if any. All the expenditure incurred in the ESC proceedings shall be shared by the parties in equal proportions. The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the ESC proceedings.

37.2.5 If decision of NTPC is acceptable to the contractor, a Settlement Agreement under section 73 of the Arbitration and Conciliation Act 1996 will be signed within 15 days of contractor's acceptance and same shall be authenticated by all the ESC members. Parties are free to terminate Conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act 1996.

37.2.6 The parties shall keep confidential all matters relating to the Conciliation proceedings. Parties shall not rely upon them as evidence in arbitration proceedings or court proceedings.

38. Arbitration

38.1.1 If the process of mutual consultation and/or ESC fails to arrive at a settlement between the parties as mentioned at GCC Sub-Clauses 8.1 & 8.2 above, Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, with a copy for information to the ESC (as applicable), of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration shall be applicable only in cases where the disputed amount (i.e. total amount of Claims excluding claims of interest) does not exceed Rs. 25 crores. In case the disputed amount exceeds Rs. 25 Crores, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to the other party. There shall be no arbitration where the claim amount is only up to Rs. 5 lakhs.

The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter-Claims and the documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any documents/details of the claims and counter-claims thereafter.

The claims and the counter claims raised by the parties at the time of invocation of the arbitration shall be final and binding on the parties and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever.

The parties to the contract shall invoke arbitration within Six months from the date of completion of the Facilities under the contract or the termination of the contract as the case may be and the parties shall not invoke arbitration later on after expiry of the said period of six months. The parties shall not invoke arbitration other than in the case of completion of the Facilities or the termination of the contract as mentioned above.

Notwithstanding the above, in case of disputes with Indian Contractor who is a Central Government Department /Enterprise /organisation or a State Level Public Enterprise (SLPE), the aforesaid limit of Rs 25 crores shall not be applicable and arbitration proceeding may be commenced irrespective of the amount involved in dispute if the dispute could not be resolved through Conciliation as brought out at GCC Sub Clause 8.2 above.

38.1.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub Clause 8.3.1, shall be finally settled by arbitration.

38.1.3 Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed

by CMD, NTPC from the List of empanelled Arbitrators of NTPC in the following manner :-

- a) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party.
- b) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for CMD, NTPC to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left.
- c) It is agreed between the parties that the Arbitration proceedings shall be conducted as per the provisions of Fast Track Procedure as provided under section 29B of the Arbitration and Conciliation Act, 1996 as amended.
- d) Arbitrator shall be paid fees at the following rates:

Amount of Claims and Counter Claims (excluding interest)	Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial charges etc.) to be shared equally by the parties.
Upto Rs 50 lakhs	Rs. 10,000 per meeting ceiling subject to a of Rs. 1,00,000/-.
Above Rs 50 lakhs to Rs 1 crore	Rs. 1,35,000/- plus Rs. 1,800/- per lakh or a part there of subject to a ceiling of
Amount of Claims and Counter Claims (excluding interest)	Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial charges etc.) to be shared equally by the parties.
	Rs. 2,25,000/-.
Above Rs. 1 crore and upto Rs. 5 Crores	Rs. 2,25,000/- plus Rs. 33,750 per crore or a part there of subject to a ceiling of Rs. 3,60,000/-.
Above Rs. 5 crores and upto Rs. 10 crores.	Rs. 3,60,000/- plus Rs. 22,500/- per crore or a part there of subject to a ceiling of Rs. 4,72,500/-.
Above Rs. 10 crores	Rs. 4,72,500 plus Rs. 18,000/- per crore or part thereof subject to a ceiling of Rs. 10,00,000/-.

If the claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in

Indian Rupee which may be used for determining the arbitration fee as brought out above.

- e) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under:
- (i) 40% of the fees if the Pleadings are complete.
 - (ii) 60% of the fees if the Hearing has commenced.
 - (iii) 80% of the fees if the Hearing is concluded but the Award is yet to be passed.
- f) Each party shall pay its share of arbitrator's fees in stages as under:
- (i) 40 % of the fees on Completion of Pleadings.
 - (ii) 40% of the fees on Conclusion of the Final Hearing.
 - (iii) 20% at the time when arbitrator notifies the date of final award.
- g) The Claimant shall be responsible for making all necessary arrangements for the travel/ stay of the Arbitrator including venue of arbitration, hearings. The parties shall share the expenses for the same equally.
- h) The Arbitration shall be held at Delhi only unless specified otherwise in the SCC.
- i) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.
- j) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re- enactment thereof shall apply to the arbitration proceedings under this clause.
- 38.1.4 In case the Indian Contractor is a Central Government Department/ Enterprise/organization or a State Level Public Enterprise (SLPE), the dispute arising between the Employer and the Contractor shall be dealt as per guide line mentioned in AMRCD advance mechanism for resolution of CPSEs Disputes notified by central Government.
- 38.2 Notwithstanding any reference to the Conciliation or Arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
 - (b) the Employer shall pay the Contractor any monies due to the Contractor.

39. Force Majeure

[taken up based on prevailing NTPC General Conditions of Contract (GCC)]

- 39.1 “Force Majeure” shall mean any event beyond the reasonable control of the Owner or of the Bidder/Off taker, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.
- 39.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- 39.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party’s performance is prevented, hindered or delayed. The Time for Completion shall be extended accordingly.
- 39.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party’s right to terminate the Contract.
- 39.5 No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall
- (a) constitute a default or breach of the Contract
 - (b) give rise to any claim for damages or additional cost or expense occasioned thereby if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- 39.6 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with relevant Clause.
- 39.7 Notwithstanding Sub Clause 37.5, Force Majeure shall not apply to any obligation of the Owner to make payments to the Offtaker herein

War Risks

- (i) “War Risks” shall mean any of the following events occurring or existing in or near the country (or countries) where the Site is located:
- (a) war, hostilities or warlike operations (whether a state of war is declared or not), invasion, act of foreign enemy and civil war
 - (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts, and
 - (c) any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war.
- (ii) Notwithstanding anything contained in the Contract, the Offtaker shall have no liability whatsoever for or with respect to
- (a) destruction of or damage to Facilities, Plant & Equipments, or any part thereof

- (b) destruction of or damage to property of the Owner or any third party
- (c) injury or loss of life if such destruction, damage, injury or loss of life is caused by any War Risks, and the Owner shall indemnify and hold the Offtaker harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.
- iii. If the Facilities or any Plant and Equipments or Offtaker's Equipments or any other property of the Offtaker used or intended to be used for the purposes of the Facilities shall sustain destruction or damage by reason of any War Risks, the Owner shall pay the Offtaker for
- (a) any part of the Facilities or the Plant and Equipments so destroyed or damaged (to the extent not already paid for by the Owner)
- (b) replacing or making good any Offtaker's Equipments or other property of the Offtaker so destroyed or damaged so far as may be required by the Owner, and as may be necessary for completion of the Facilities,
- (c) replacing or making good any such destruction or damage to the Facilities or the Plant and Equipments or any part thereof.

If the Owner does not require the Offtaker to replace or make good any such destruction or damage to the Facilities, the Owner shall either request a change (Change in the Facilities), excluding the performance of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction or damage affects a substantial part of the Facilities, shall terminate the Contract.

iv. Notwithstanding anything contained in the Contract, the Owner shall pay the Offtaker for any increased costs or incidentals to the execution of the Contract that are in any way attributable to, consequent on, resulting from, or in any way connected with any War Risks, provided that the Offtaker shall as soon as practicable notify the Owner in writing of any such increased cost.

v. If during the performance of the Contract any War Risks shall occur that financially or otherwise materially affect the execution of the Contract by the Offtaker, the Offtaker shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its sub-agencies' personnel engaged in the work on the Facilities, provided, however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of any War Risks, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute will be resolved in accordance with relevant Clause.

vi. In the event of termination, the rights and obligations of the Owner and the Offtaker shall be specified, except that the Offtaker shall have no entitlement to profit in respect of any unexecuted Facilities as of the date of termination.

40. Insurance & Offtaker's Liability

- a. The Offtaker shall be fully responsible for maintaining all the insurances as per law of land at its cost.
- b. The Offtaker shall at all times indemnify the Owner against all losses, claims, damages or compensation arising out of any accident or injury to any person (whether in employment of Offtaker or not) or property in or about the plant including the Silo area (inside/outside the plant) which may arise out due to Offtaker's act/negligence while carrying out the contract.

The failure to do so will result in forfeiture of all the amount in the Security Deposit as defined in the Clause 33.0 and termination of the contract.

41. Suspension of the supply / fly ash incentive

- a. The Owner reserves the right to suspend and reinstate execution of the whole or any part of the supply of fly ash / fly ash incentive.
- b. The Owner shall not be responsible for any liabilities for suspension of issue of fly ash or issue of reduced quantity of Fly Ash or suspension / reduction of fly ash incentive for any reason whatsoever.

42. Indemnity for defense of Suits

The bidder / offtaker shall indemnify and keep NTPC Ltd and/or its representative harmless from all losses damages, claims, expenses or decrees arising out of any action in court that is brought by third party against the Owner or an officer or agent of the Owner for the failure or neglect on the part of the bidder / offtaker 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 bidder / offtaker, his agents, representatives or his Sub-contractors, workmen, suppliers, or representatives, employees.

43. Recovery of Sums Due

Whenever any claim for the payment of the sum of money arises against the bidder / offtaker, the Owner shall be entitled to recover such sum by appropriating in whole or in part, from the incentive supposed to be provided by the supplier against fly ash offtake by the bidder / offtaker and /or the Contract Performance Guarantee deposited by the bidder / offtaker.

44. Safety Requirements

[as per prevailing NTPC Special Conditions of Contract (SCC)]

The offtaker, including his subagencies, while executing the Works, will strictly comply with the statutory requirements (including amendments thereof), as applicable, in respect of safety of his employees, equipment and materials. The offtaker will also comply with the provisions of NTPC Safety Rules as issued from time to time and displayed on NTPC's tender website.

45. Disorderly Conduct

The Bidder / offtaker shall at all times take all reasonable precautions to prevent any unlawful, notorious or disorderly conduct by or amongst the Bidder / offtaker '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.

46. Jurisdiction of Court

Odisha High Court shall have the exclusive jurisdiction in all matters pertaining to the NTPC TSTPS Kaniha

47. No Breach of Contract

The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under the Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and
- (b) has informed the other party as soon as possible about the occurrence of such an event.

48. Observation of Environmental Norms, Prevention of Pollution and Indemnity to NTPC Ltd:

- a. The process of loading of dry fly ash in closed trucks / bulkers and the movement of trucks in the silo area of NTPC TSTPS Kaniha and the transportation of fly ash to ash based product manufacturing unit of the bidder / offtaker shall be carried out by bidder / offtaker in such a manner that there is neither any dust nuisance nor any violation of environmental norms.
- b. That all the rules & regulations, notifications, laws etc. laid by Pollution Control Boards, CPCB, MoEF etc. shall be followed by bidder / offtaker. Bidder / offtaker shall be solely responsible for violations of provisions of any applicable environmental laws / rules / notifications during the process of offtake of fly ash from the ash silos of NTPC – TSTPS Kaniha and its transportation to ash based product manufacturing unit of bidder / offtaker. Bidder / offtaker shall keep NTPC TSTPS Kaniha indemnified against any liability that may arise on these account. In the event of any liability arises to NTPC TSTPS Kaniha due to non fulfilling of responsibility by bidder / offtaker, same shall be recovered from the CPG / Security deposit of the bidder / offtaker.
- c. Bidder / offtaker shall comply with all laws, rules & regulations etc. laid by statutory authorities as well as the directions / advice of NTPC – TSTPS Kaniha related to dry ash loading and its transportation which are not mentioned above but are necessary for compliance of all applicable laws, safety and environmental norms and to carry out all the works in a safe and eco -friendly manner.

SPECIAL CONDITIONS OF SUPPLY

49. Scope of Supply

- a. The owner (NTPC Ltd.) will provide the allocated quantity of fly ash to the bidder on the incentive rate mentioned in the Letter of Award.
- b. Owner/Supplier (i.e. NTPC Ltd.) would be in a position to make available allocated quantity of fly ash subject to fly ash availability at the station, **Force Majeure** conditions and unplanned outage of units of NTPC Ltd.
- c. The Owner reserves the right to supply the quantity not lifted by the Offtakers to any other party at the sole discretion of the Owner.
- d. **Quantity:** - Total 20, 00,000 MT / Annum
- e. **Period:** - 01 Year(s)
- f. The role of NTPC shall be limited only to make fly ash available from designated discharge chute of its fly ash silos inside plant & make the payment towards incentive, as per relevant clauses stipulated in the bid document. Execution of all other activities like, arranging proper vehicles, ash offtake, transportation from NTPC TSTPS plant to the final destination etc with due compliance to all the safety, environment norms, Govt. rules & regulations etc. shall be the sole responsibility of successful ash taker.

50. Working Hours

Delivery of fly ash is intended to be given on all days including national holidays or as per NTPC, TSTPS.

51. Delivery Point

- a. NTPC Ltd. would deliver fly ash from the available and designated discharge chute of its fly ash silos of NTPC TSTPS Kaniha.
- b. Fly ash shall be considered to have been delivered as it passes into the offtaker 's vehicle at the loading point.

52. Quality of fly ash

NTPC Ltd. would deliver dry fly ash at designated delivery point(s) i.e. Ash Silo Chute on "**as is where is**" basis and no complaints shall be entertained for any specific quality.

53. Period & Commencement of supply

The agreement period with each bidder will be for a period of one year. Date of start will be within 30 days from date of issue of award letter from NTPC.

The successful bidders shall submit updated valid documents of their vehicles, like, RC, fitness, insurance, road tax, pollution certificates etc. one week before commencement of actual off take and observe all necessary formalities for gate-entry, gate-exit, weighment etc. as per NTPC Talcher-Kaniha & CISF norms.

54. Weighment for Invoicing

Weighment of all empty and loaded trucks will be done at the weighbridges installed inside plant of NTPC, TSTPS. Weighment slip and gate pass will be issued by NTPC TSTPS Kaniha to the trucks of all users under the incentive scheme. Weight so recorded shall be considered final for incentive payment purpose.

55. Payment Terms & Bank Charges

- a. Incentive will be paid based on the cumulative quantity arrived as per the weighment slips issued by NTPC TSTPS Kaniha on submission of an End-User certificate. Incentive will be paid on monthly basis by NTPC, TSTPS.
- b. Invoice for claiming incentive payments shall be raised by the fly ash offtakers on monthly basis.
- c. Incentive rate shall be **inclusive of GST**.
- d. All bank charges shall be borne by the offtaker.

56. Compensation against shortfall during off take

- a. The successful bidders will submit their fly ash lifting plan with monthly break-up for the entire agreement period. In case the quantity lifted by a successful bidder is less than 50%, on cumulative basis at the end of any particular month, of the submitted plan by the bidder, the bidder shall have to cite sufficient valid ground(s) / evidence about the reason behind the shortfall and also submit in writing his recovery plan to make good the shortfall. The actual ash lifting status vis-à-vis the recovery plan will be again reviewed at the end of the contract period and if the quantity lifted is found to be less than awarded quantity, then NTPC, TSTPS, at its discretion, may forfeit the CPG /BG after reviewing the reasons for non-lifting.

57. Shortfall in supply by Owner

- a. Fly Ash is a product of coal combustion, which again is subject to the demand of electricity in the areas allocated by the regulatory authorities. Scheduled and unscheduled shutdowns also affect generation of electricity and thus generation of Fly Ash. Though all efforts will be made to maintain contracted quantity of Fly ash available, Owner does not guarantee availability of Fly Ash as per contracted quantity regularly and will not be liable for any compensation or damages for non delivery of required quantity of the fly ash.

Owner shall also not be responsible in any manner for its inability to provide fly ash due to backing down / shutdown/ break-down, other O&M stoppages or due to any other reason / conditions & shall not be liable for payment of any compensation on account of its inability for providing the committed quantity of fly ash through this agreement for any reasons whatsoever.

- b. In case Owner is unable to provide the monthly contracted quantity of fly ash due to any reasons including forced outages of the plant, congestions etc. Owner in respect of each Offtaker shall accordingly adjust the average monthly contracted quantity downward. Under

such circumstances the quantity calculation in Clause 56 & 58 shall be done with respect to adjusted yearly contracted quantity.

58. Termination of Contract

58.1.1 In case the quantity lifted by a successful bidder is less than 50 %, on cumulative basis at the end of any particular month, of the submitted plan by the bidder, the bidder shall have to cite sufficient valid ground(s) / evidence about the reason behind the shortfall and also submit in writing his recovery plan to make good the shortfall. The actual ash lifting status vis-à-vis the recovery plan will be again reviewed at the end of the contract period and if the quantity lifted is found to be less than awarded quantity, then NTPC TSTPS, at its discretion, may forfeit the CPG /BG after reviewing the reasons for non-lifting. In addition to forfeiture of CPG / BG, Owner reserves the right to terminate the contract by giving 15 days notice in writing of their intentions to do so and in such an event the Offtaker shall not be entitled to any compensation from the Owner.

58.1.2 The Owner also reserves the right to terminate the contract in the event of breach of contract by the Offtaker giving 15 days notice in writing of their intentions to do so and in such an event the Offtaker shall not be entitled to any compensation from the Owner.

58.2.1 In the event of termination of contract for breach of contract as defined in 58.2.2, CPG shall be forfeited.

58.2.2 Following will constitute breach of contract:

- a. Delay in first off-take by Off-taker from committed date by more than three months.
- b. Off-taker is not complying with operational and safety requirements and neglecting instructions of Engineer-In-Charge.
- c. Off-taker has failed to discharge his obligations according to the terms & conditions of contract.
- d. Diversion of fly ash quantity taken from the owner for the purpose other than manufacturing of cement / RMC / Asbestos Cement Product manufacturing.

58.3 Contract for supply of fly ash may be terminated at any time depending on the policy of the Government and/or other concerned authorities. Owner reserves the right for withdrawal of the contract in the interest and safety of the station and the Company by giving 15 days notice in writing to the Offtaker.

59 Taxes, Duties, Levies etc.

- a. *The Bidder/Offtaker shall be liable and responsible for payment of all statutory levies in the form of GST and all other taxes & duties applicable on the Supply of fly ash. Such statutory liabilities, if any, shall be paid by bidder/Offtaker extra at actual.*
- b. All fly ash will be supplied on Ex Silo / Ex Works basis. Regarding exports of fly ash by the Offtaker, it is the responsibility of the Offtaker to fulfill their export obligations as may be required, and any shortfall in this regard shall be to the account of the Offtaker only. The Offtaker indemnifies the Owner against all such liabilities and losses on failure to fulfill the export obligations, if any.

60 Delivery & Transportation Responsibilities

- a. The subject incentive scheme is for road transportation of fly ash only.
- b. The responsibility for transportation will be that of Offtaker.
- c. Offtaker should depute his authorized representative to the power station for co-ordination and taking delivery of fly ash.
- d. Delivery will be from Silo Chutes to bulkers / closed trucks only which are suitable for loading from designated silos. Open trucks will not be allowed to take delivery.
- e. Fly ash shall not be loaded in excess of the RTO/Govt approved capacity of the vehicle under any circumstances.
- f. The Offtaker will be responsible for any kind of injuries or accidents caused to their employees or labourers or any other person and Owner will not be liable in the matter. If any action is brought against the Owner for payment of damages or compensations, the Offtaker shall indemnify the Owner from all such action or claim from damages/compensation. If the Owner is held liable for any compensation, Offtaker shall forthwith compensate the Owner if any, such claim arose after expiry of the contract period.
- g. The Offtaker's transporter(s) shall have valid license and meet the statutory compliance requirement of State Govt. / Central Govt./ Concerned Authorities for transportation of the specified goods.
- h. Prior to first offtake of fly ash by the offtaker, the offtaker shall submit an indemnity bond on the stamp paper of requisite value purchased from the state of Odisha. as per the format attached as **Annexure - XII**

61 Diversion of allocated quantity of fly ash & upward quantity flexibility.

- a. Fly ash lifted by the bidders / offtakers under the fly ash incentive scheme shall not be diverted to any other agency or for any other purpose except for manufacturing of Cement, Ready Mixed concrete and Asbestos cement product. **The CPG submitted as per Clause 32 above will also be used as a Bank Guarantee which will be encashed and contract agreement terminated on the recommendation of EIC if any diversion is established.** A monthly and annual end-use certificate as per Annexure 11 is to be submitted in this regard for release of incentive payment. The decision of NTPC TSTPS Kaniha will be final in this regard.
- b. Bidders / parties requiring fly ash in excess of quoted quantity may take additional quantity of fly ash at the lowest incentive rate bid made in the bidding process, subject to availability and as per the decision of EIC.

Annexure – 1A

Schedule for Qualifying Requirements

- A. We seek qualification as per Clause No. 5 (b) under the category _____ End users / Industry engaged in manufacturing of fly ash based product directly. In support of our above claim we are enclosing the following documents.
- a. Registration certificate issued by Central / State Govt. depicting the product being manufactured by the bidder.
- OR
- Any other certificate issued by Central / State Govt. depicting the product being manufactured by the bidder (subject to acceptance by NTPC Ltd.)
- b. Consent order issued by State Pollution Control Board. In case of unavailability of valid consent the bidder may submit the copy of consent renewal application filed in state pollution control board prior to expiry of existing consent.
- B. In terms of clause No. 5 (c), we confirm that average annual turnover for the last three financial years as on date of bid opening of M/s_____ is not less than Rs..... Lakhs. In support of above, we are enclosing audited Balance Sheets and Profit & Loss Account for last three financial years.

Sl. No.	Financial Year	Turnover Amount (Rs.) in figures	Turnover Amount (Rs.) in words	Balance Sheet enclosed (Yes / No)
1	2017-18			
2	2018-19			
3	2019-20			
4	Certificate of Chartered Accountant certifying the average turnover of the last three Financial Years indicating year wise turnover (if required as per Clause No. 5c for Proprietors/Partnerships)			Enclosed (Yes / No)
5	Audited financial results of preceding 3 financial years or Balance Sheet and Profit & Loss account statement of preceding 3 financial years duly certified by a Chartered Accountant(if required as per Clause No. 5c for Company, etc.).			Enclosed (Yes / No)
6	Solvency Certificate from Bankers, issued not earlier than fifteen (15) days prior to the scheduled date of bid opening of the Package, if asked for in the NIT/Tender Enquiry.			Enclosed (Yes / No)

Note: -

(i) Proprietary or a partnership firm or a company not falling under statutory requirement of audit, has to submit a certificate from Chartered Accountant certifying the average turnover of the last three Financial Years indicating year wise turnover.

(ii) In case where audited result for the last preceding Financial Year is not available, Certification of Financial Statements from a Chartered Accountant shall also be considered acceptable.

C. As per Clause No. 5a, we are enclosing the following documents: -

(a) In case of Sole Proprietorship Concern

Sl. No.	Documents	Enclosed (Yes / No)
1	The full name of an individual proprietor, his/her parentage, documentary proof of his/her age, permanent Address and present postal address/ contact details.	
2	A deed of declaration by the Proprietor, that no other individual or company has any share in the concern	
3	Proprietorship deed.	

(b) In case of Partnership firm

Sl. No.	Documents	Enclosed (Yes / No)
1	The authenticated photocopy of Partnership Deed, with upto date amendments (if any).	
2	In case of change in the constitution of the firm due to retirement or death or addition of an incoming partner, photocopy of Deed of Dissolution, fresh registration Certificate and the fresh / extant Partnership Deed, as applicable.	

(c) **In case of Companies**

Sl. No.	Documents	Enclosed (Yes / No)
1	The up to date amended and Certified True Copy of the Memorandum & Article of Association of the Company	
2	Certificate of Incorporation of the Company	
3	Copy of Power of Attorney issued by Competent Officer under the common seal of the Company, authorising the person to sign the bid/ execute contracts/agreements etc duly notarised	

For and on behalf of _____

Signature :

(Authorized Representative)

Name

(ON BIDDER'S LETTERHEAD)

STATEMENT OF DEVIATIONS/EXCLUSIONS

Bidder's Offer Ref No.

Date

To,

Addl. General Manager(Contracts)

NTPC LIMITED SSC, ER-II

Dear Sir,

We declare that there are no deviations from the terms and conditions outlined in your Bidding documents.

Date: _____

Signature _____

Place: _____

Name _____

Designation _____

Common Seal or stamp _____

Annexure - III

CHECK LIST FOR SUBMISSION ALONG WITH DOCUMENTS

Name of Bidder:

Address:

Sl No	Description of Check points	YES / NO/NOT APPLICABLE	Remarks
1	Submitted documents related to Qualification requirements & turnover details etc. supporting your eligibility, complete in all respects		<p>1. Audited balance sheet of last three Financial Years showing business turnover, Profit and Loss Account etc.</p> <p>2. Undertaking for usage of Fly Ash – Annexure IV</p>
2	Whether submitted Bid Security of required value as per requirement of the bid document		Bid Security for different quoted quantities are different and required to be submitted accordingly.
3	Whether submitted Integrity pact document as per requirement of the bid document		Integrity Pact dully filled and signed as per Annex XIV to be submitted along with Bid Security
4	Whether the bidder has registered and completed the formalities for registration with M-Junction		Please write the registration number
5	Whether bidder has submitted the “NIL” Statement of deviations at Annex II		No deviation statement as per Annex II to be submitted
6	Whether the Bidder Details at Annexure – IX have been filled and submitted		
7	Whether the form of acceptance of fraud prevention policy at Annexure – X has been filled and submitted		

Date:

(Name & Signature of Bidder)

UNDERTAKING

(On Official Letter head of the Buyer)

To

Date :

Addl. General Manager (C&M)
NTPC LIMITED, SSC, R-II, TSTPS KANIHA
PO: DEEPSIKHA, ANGUL, ODISHA

Subject: Undertaking for Usage of Fly Ash in Cement /Ready Mixed concrete Plants/ Asbestos
cement product manufacturing

Dear Sir,

This is to certify that we M/S -----the bidder for the NTPC
Talcher Super Thermal Power Station Fly Ash against Bid Specification No
_____ or E-tender no. _____ that the Fly Ash,
if allocated to us, shall be used in Cement/Ready Mixed concrete Plants/ Asbestos cement product
manufacturing

Thanking you,

(Signature of authorized person)

(Name & Designation)

(Seal/ Stamp of Company)

Performa of BANK GUARANTEE FOR "CONTRACT PERFORMANCE GUARANTEE (CPG)"

(To be stamped in accordance with Stamp Act*)

(The stamp paper should be in the name of issuing bank)

Ref.

Bank guarantee No.

To

Date:

NTPC Limited

SSC- ER-II, TSTPS KANIHA

PO: Deepsikha, Dist: Angul (Odisha)

Pin: 759147

Dear Sirs,

In consideration of the NTPC Ltd. having its registered office at NTPC Bhawan, SCOPE Complex 7, Institutional Area, Lodi Road, New Delhi (hereinafter called the "Corporation" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No. Dated Issued by NTPC, which has been unequivocally/accepted by the Contractor M/s.....(*).....work of(hereinafter called the said Contract) to accept a Deed of guarantee as herein provided for Rs..... (Rupeesonly) from a Nationalized Bank in lieu of the security deposit to be made by the Contractor or in lieu of the deduction to be made form the Contractor's bills, for the due fulfillment by the said contractor of the terms and conditions contained in the said Contract. We, the Bank (hereinafter referred to as "the said bank" and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified the Corporation from time to time to the extent of Rs..... (Rupees _____only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation by reason of any breach or breaches by the said contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by the Corporation on demand and without demur to the extent aforesaid.

We _____ Bank, further agree that the Corporation shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage , costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof and the decision of the Corporation that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation from time to time shall be final and binding on us. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period

that would be taken for the performance of the said Contract and till all the dues of the Corporation under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Employer certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee subject, however, that the Corporation shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability period as provided in the said Contract, i.e. ____(**)_____(date) or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

The Corporation shall have the fullest liberty without affecting in any way the liability of the bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contract or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or Securities available to Corporation and the said Bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.

It shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Corporation may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Corporation in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder. If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s _____ on whose behalf this guarantee is issued.

In presence of

WITNESS

For and on behalf of (the Bank)

1. _____

Signature _____

2. _____

Name & Designation _____

Authorization No. _____

Date and Place _____

Bank's Seal _____

Notes :

*** FOR PROPRIETARY CONCERNS**

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ hereinafter called "the said contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

*** FOR PARTNERSHIP CONCERNS**

M/s _____ a partnership firm with its office _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs executors, administrators and legal representatives); the names of their partners being (i) Shri _____ S/O _____ (ii) Shri _____ S/O _____ etc.

*** FOR COMPANIES**

M/s _____ a company registered under the companies Act, 1956 and having its registered office in the State of _____ (hereinafter called “the said contractor “ which expression shall unless the context requires otherwise include its administrators, successors and assigns).

GENERAL :

1. (**) The Date will be Three Months beyond the expiry of the warranty period as specified in the order.
2. *The Bank Guarantee shall be from a bank as per provisions of bidding documents.*
3. The Stamp Paper of appropriate value shall be purchased in the name of the Bidder/Bank issuing the guarantee.
4. BG shall be on non judicial stamp paper of appropriate value as per stamp Act prevailing in the state(s) where the BG is submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher.
5. **While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in the Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this check List and enclose the same alongwith the Bank Guarantee.**

BANK GUARANTEE VERIFICATION CHECK LIST

- 1. **Bank Guarantee No. & Date** :
- 2. **Name of Issuing Bank** :
- 3. **Amount of BG** :
- 4. **Nature of BG & No. of Pages** :
- 5. **Validity of BG** :
- 6. **Vendor Reference** :
 - Name
 - Address
 - Telephone
 - Fax
 - Email
- 7. **Bank Reference**
 - Name
 - Address
 - Telephone
 - Fax
 - Email

SI. No.	Details of Checks	Yes/No
1.	Is the BG on Non-judicial stamp paper of appropriate value, as per Stamp Act?	

2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of stamp paper under the Signature of Stamp Vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the Bidder on whose behalf the BG has been issued.)	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank.	
4.	Has the executing officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No., on the BG?	
5.	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon?	
6.	Whether the last page is signed with full particulars including two witness under seal of Bank as required in the prescribed proforma?	
7.	Does the Bank Guarantee compare verbatim with the Proforma prescribed in the Bidding Documents?	
8.	Are the factual details such as Bidding Documents No. / Specification No., Amount of BG, validity of BG correctly mentioned in the BG?	
9.	Whether overwriting / cutting, if any on the BG have been properly authenticated under signature & seal of executants?	
10.	Whether BG has been issued by a Bank in line with the provisions of Bidding Documents?	
11.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding Document?	

Signature of Bidder.....

Name

Designation

Seal

PROFORMA FOR EXTENSION OF BANK GUARANTEE

(On non-judicial stamp paper of appropriate value)

Ref.:

Dated :

NTPC Limited

.....

.....

.....

Dear Sirs,

Sub. : **Extension of Bank Guarantee No..... Dated**
for [indicate value of Bank Guarantee] favouring
yourselves, expiring on..... on account of M/s
..... (Name of Bidder) in
respect of Contract for (Insert Package Name)..... for
(Insert Project Name)..... Project, Contract No.
..... dated (hereinafter called original Bank
Guarantee)

At the request of M/s, We Bank branch office
at and having its head office at do hereby
extend our liability under the above mentioned Guarantee No. dated.....
for a further period of years/month from to expire on
..... .

Except as provided above, all other terms and conditions of the original Bank Guarantee
No. dated shall remain unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be deemed
to have been attached.

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Authorised Vide

Power of Attorney No.

Dated

Dated :.....

Seal of Bank

@ The extension of the Bank Guarantee should be forwarded to the Unit/ Project/ Corporate Centre, from where the extension has been sought.

Note: BG extension shall be on non judicial stamp paper of appropriate value as per stamp Act prevailing in the state(s) where the BG is submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher

List of the Banks for

**SUBMISSION OF BANK GUARANTEE AS CONTRACT PERFORMANCE
GUARANTEE**

UPDATED SCHEDULED COMMERCIAL BANK LIST

A STATE BANK OF INDIA

B NATIONALISED BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. Corporation Bank
8. Dena Bank
9. Indian Bank
10. Indian Overseas Bank
11. Oriental Bank of Commerce
12. Punjab National Bank
13. Punjab & Sind Bank
14. Syndicate Bank
15. Union Bank of India
16. United Bank of India
17. UCO Bank
18. Vijaya Bank
19. Bank of Baroda

C SCHEDULED PRIVATE BANKS (INDIAN BANKS)

1. Catholic Syrian Bank
2. City Union Bank
3. Dhanlaxmi Bank Ltd.
4. Federal Bank Ltd
5. Jammu & Kashmir Bank Ltd
6. Karnataka Bank Ltd
7. Karur Vysya Bank Ltd
8. Lakshmi Vilas Bank Ltd
9. Nainital Bank Ltd
10. Kotak Mahindra Bank
11. RBL Bank Limited
12. South Indian Bank Ltd
13. Tamilnad Mercantile Bank Ltd
14. ING Vysya Bank Ltd
15. Axis Bank Ltd.
16. IndusInd Bank Ltd
17. ICICI Bank
18. HDFC Bank Ltd.
19. DCB Bank Ltd
20. Yes Bank Ltd
21. IDFC Bank Limited
22. Bandhan Bank Limited

D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1. Abu Dhabi Commercial Bank PJSC

2. Bank of America NA
3. Bank of Bahrain & Kuwait B.S.C.
4. Mashreq Bank p.s.c.
5. Bank of Nova Scotia
6. Crédit Agricole Corporate and Investment Bank
7. BNP Paribas
8. Barclays Bank
9. Citi Bank N.A.
10. Deutsche Bank A.G.
11. The HongKong Shanghai Banking Corporation Ltd
12. Societe Generale
13. Sonali Bank Ltd.
14. Standard Chartered Bank
15. J.P. Morgan Chase Bank, National Association
16. State Bank of Mauritius Ltd.
17. DBS Bank Ltd.
18. Bank of Ceylon
19. PT Bank Maybank Indonesia TBK
20. A B Bank
21. Shinhan Bank.
22. CTBC Bank Co. Ltd.
23. Mizuho Bank Ltd
24. Krung Thai Bank Public Company Ltd.
25. The Bank of Tokyo-Mitsubishi UFJ Limited.
26. Australia & Newzealand Banking Group Limited

27. Sumitomo Mitsui Banking Corporation
28. American Express Banking Corporation
29. Credit Suisse A.G.
30. FirstRand Bank Ltd.
31. Industrial & Commercial Bank of China Ltd.
32. JSC VTB Bank
33. National Australia Bank
34. Cooperatieve Rabobank U.A.
35. Sberbank
36. United Overseas Bank Ltd.
37. Westpac Banking Corporation
38. Woori Bank
39. The Royal Bank of Scotland plc
40. Doha Bank Qsc
41. Industrial Bank of Korea
42. KEB Hana Bank
43. First Abu Dhabi Bank PJSC
44. Emirates NBD Bank (P.J.S.C)
45. Qatar National Bank SAQ

E OTHER PUBLIC SECTOR BANKS

1. IDBI Bank Ltd

*Note - Any Addition/ Deletion/ Modification in Bank list shall be as per changes in Second Schedule List by RBI from time to time

MODEL AWARD LETTER FOR PROVIDING FLY ASH INCENTIVE FOR OFFTAKE OF FLY ASH FROM NTPC SSC, ER-II
TSTPS, KANIHA

Ref.No.

Dated:

Letter of Award

To,

Sub: - Award letter for “Providing incentive on offtake of fly ash” from NTPC TSTPS Kaniha.

Dear Sir,

This has reference to the following:

- 1.0 a) Invitation for Bid Specification No.
- b) Bid document Ref. No. containing -
 Invitation for Bid.
 Instruction to the Bidder / offtakers.
 General conditions of Supply.
 Special conditions of Supply and
 Annexures.
- c) E tender catalogue/**document** as published
- d) Your offer submitted Ref. No. _____ dated _____

2.0 We are pleased to accept your above mentioned offer and allocate you _____MT / Annum of Dry Fly Ash from available Dry Fly Ash Silos of our thermal power units for a period of 01 (One) year.

3.0 Terms and Conditions of Supply:

The contract shall be performed by you strictly in accordance with the terms & conditions contained in General Conditions of Supply & Special Conditions of Supply, E tender Catalogue / document,

definitions, its amendments, deletions & additions to the same attached herewith, except amendments/modifications specifically brought in this award letter.

All the deviations whether implicit or explicit, contained in your offer stand unconditionally withdrawn, without any cost implications to NTPC TSTPS Kaniha.

a) **Contract Period:**

- I. The contract shall be effective from the date of issue of this LOA.
- II. Completion period of contract is One year from the first offtake.

b) **Period of Supply:**

Commencement date of issue of fly ash is from _____ for the quantity mentioned above.

c) **Incentive:**

The incentive for Fly Ash lifting by you will be as under:

Nothing extra will be paid beyond this.

d) **Taxes & Duties:**

The Bidder / offtaker shall be liable and responsible for payment towards any taxes, duties, levies, octroi etc applicable/enforced (by State/Central Government) from time to time during the tenure of the contract.

e) **Fly ash incentive payment terms:**

- a. Incentive amount will be released NTPC TSTPS, Kaniha on monthly basis on production of weighment slip & gate pass copies issued by NTPC TSTPS, Kaniha along with an end user certificate by you. Quantity of fly ash provided by NTPC TSTPS, Kaniha (arrived through weighment slip of NTPC TSTPS, Kaniha) in the trucks / bulkers at fly ash silos of NTPC shall be considered for providing incentive.
- b. Weighment and payment of fly ash incentive will be restricted to the quantity weighed / certified by NTPC TSTPS Kaniha and is limited to RTO approved capacity of vehicle.

f) **Contract Performance Guarantee (CPG/Security Deposit):**

- i Contract Performance Guarantee (CPG) of Rs. _____/- [Rupees ____ Only] @ 5% of the award value [Rs.____/-] for annual allocated quantity of ____ MT, has to be submitted within fifteen (15) days of issue of this award letter in the form of RTGS/Crossed Demand Draft or unconditional and irrevocable Bank Guarantee in favour of **NTPC LIMITED** payable at TSTPS Kaniha, PO: Deepsikha, Angul (Odisha).. Submission of CPG in the form of DD or BG (not in cash).

- ii CPG to be submitted in the form of Bank Guarantee shall be valid for 90 days in addition to period of contract.
- iii The CPG shall be released within Ninety (90) days after successful completion of contract in all respects.
- iv For commencement of supplies, submission of CPG is a precondition.
- v In case of increase in value of contract during contract period , CPG value may be increased proportionately.

4.0 Compensation against shortfall, Termination of Contract & shortfall in supply:

a) **Compensation against shortfall during regular off-take:**

Compensation against Shortfall during off-take will be governed as per **clause No. 57** of Special Conditions of Supply of the bid document.

b) **Termination of Contract:**

Termination of Contract will be governed as per **clause No. 58** of Special Conditions of Supply of bid document.

5.0 Delivery point:

- a. NTPC TSTPS, Kaniha would deliver fly ash from the discharge chute of designated and available dry fly ash silos of its power generating units.
- b. Fly ash shall be considered to have been delivered as it passes into the Bidder / offtaker 's vehicle at the loading point.

6.0 Pollution Control & Transportation of Fly Ash:

All possible measures would be taken by 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 deficient, NTPC TSTPS retains the right to stop the supply forthwith.

7.0 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.

8.0 Working Hours:

Delivery of fly ash is intended to be given on all days excluding national holidays or as per Engineer-in-Charge.

9.0 Quality and Quantity of Fly Ash:

NTPC TSTPS Kaniha would deliver Dry Fly Ash from designated delivery point on “as available basis”. Fly Ash shall be issued based on actual weighing. Weight so recorded shall be considered final. No dispute or complaint for quality or quantity will be entertained at a later stage.

10.0 Authorized Person:

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

11.0 End Use Certificate:

- a. Every successful bidder / oftaker has to submit a quarterly end user certificate of fly ash as per Annexure 11.
- b. Offtaker shall submit the certificate of the end use of Fly Ash on yearly basis also and furnish any information required by **NTPC TSTPS Kaniha** related to ash lifting as and when required.

12.0 Offtaker and its transporter would be entirely responsible towards MVI/RTO for overloading of Fly Ash. NTPC TSTPS Kaniha in any case will not be held responsible for the same.

13.0 Odisha High Court shall have the exclusive jurisdiction in all matters pertaining to the TSTPS Kaniha.

14.0 Engineer-In-Charge:

AGM(Ash Management/ AU) NTPC TSTPS, Kaniha, will be the Engineer- In- Charge for the contract.

15.0 This letter of award is issued to you in duplicate: you are requested to return a copy of the same duly signed as acknowledgement of the same within Fifteen (15) days of issuance of this letter.

16.0 All other conditions of the contract will be as per the bidding documents

Signed by & on behalf of NTPC TSTPS

(On official letter head of the Company)

Bidder Details

(For submission along with documents)

Sl. No.	Description	Details
1	Name of the Bidder	
2.	Status (Company / Individual / Partnership firm)	
3	Registered Address	
	Telephone No.	
	Fax No.	
4	Communication Address	
	Telephone No.	
	Fax No.	
5	LST / CST / TIN No.	
6	Shipping Address for Fly Ash	
7	Manufacturing Product	
8	Percentage use of fly ash in the Manufactured product at S.No.7	
8	Fly Ash Usage (2018-19), in MT (supporting document to be attached)	

Authorised Person Details		
1	Name of the Authorised Person	
2	Designation	
3	Address for Communication	
4	Telephone No.	
5	Fax No.	
6	Email Id	

For and on behalf of _____

Signature:

(Authorized Representative)

Name:

Designation:

(On official letter head of the Company)

Page 1 of 1

(FORM OF ACCEPTANCE OF FRAUD PREVENTION & BANNING POLICY)

SUPPLY OF FLY ASH FROM NTPC LIMITED

(Bid Doc Ref. No: - -----)

To,
NTPC Limited
Shared Services Centre, ER-II, TSTPS, Kaniha
PO: Deepsikha, Dist: Angul (Odisha)
Pin: 759 147

Dear Sir,

We have read the contents of the Fraud Prevention Policy of NTPC Limited displayed on its tender website <http://www.ntpctender.com> and undertake that we along with our associate/collaborator/ subcontractors/ subvendors/ consultants/service providers shall strictly abide by the provisions of the Fraud Prevention Policy of NTPC.

We have read the policy of NTPC Limited regarding withholding and banning of business Dealings as displayed on its website <http://www.ntpctender.com>. We understand that the Business dealings may be withheld or banned with us on account of any default by us or any of the grounds detailed in the said Banning Policy. We accept Withholding & Banning of Business Dealing Policy.

Yours faithfully,

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Common Seal).....

End User Certificate

To,
AGM (EMG & AU)
NTPC KANIHA

Date:

Sub: **Quarterly End User Certificate for the ash supplied from NTPC TSTPS Kaniha under Fly Ash Incentive Scheme**
(Award letter no. _____).

Period from _____ to _____.

1.	Details of fly ash received and products made during last 03 months	
a.	Total fly ash received in last 03 months (MT) from all sources	
b.	Name and quantity of product manufactured in last 03 months (MT)	
c.	Total Fly Ash utilized (MT)	
d.	Total Fly Ash in stock (MT)	
2.	Details of GST submitted for the product sold during last 03 months	

We hereby declare that we are utilizing fly ash supplied to us by NTPC TSTPS for the purpose for manufacturing of fly ash based product (_____) only at our manufacturing plant at _____ and that no fly ash lifted by us from NTPC TSTPS, Kaniha under the incentive scheme has been diverted any where else.

Signature with date & seal

M/s _____

E) BRANCH CODE

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

F) 9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE COPY OF A CANCELLED CHEQUE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

G) 11 DIGIT IFSC CODE OF THE BANK

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

H) BANK ACCOUNT NUMBER

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

BANK ACCOUNT TYPE (TICK ONE)

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS
--------	---------	------	-------------	--------

IF OTHERS, SPECIFY

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. PERMANENT ACCOUNT NUMBER (PAN)

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6. E-MAIL Address for Intimation regarding release of payments

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Company responsible

SIGNATURE

DATE

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(AUTHORISED SIGNATORY)

Name:

OFFICIAL STAMP

BANK CERTIFICATION:

It is certified that above mentioned beneficiary holds a bank account no.....
Bank particulars mentioned above are correct.

with our branch and the

DATE

SIGNATURE

(AUTHORISED SIGNATO

Authorisation no.:

OFFICIAL STAMP

Encls: Cancelled cheque

ANNEXURE XII

**FORM OF INDEMNITY-CUM-UNDERTAKING AGREEMENT WITH REGARD TO REMOVAL/DISPOSAL OF
SCRAP/SURPLUS SHALL BE GIVEN AFTER AWARD**

ANNEXURE XIV

INTEGRITY PACT

Between

NTPC Ltd., a Govt. of India Enterprise (hereinafter referred to as “The Employer”)

and

.....(hereinafter referred to as “The Bidder / Contractor”)

Preamble

The Employer invites the bids from all eligible bidders and intends to enter into contract for **SALE OF FLY ASH UNDER INCENTIVE SCHEME** with the successful bidder(s), as per organizational systems and procedures. The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Contractor (s).

In order to achieve these goals, the Employer will appoint an Independent External Monitor (IEM), who will monitor the bidding process and the execution of the contract for compliance with the principles mentioned above.

Section 1: Commitments of the Employer

1. The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-
 - a) No employee of the Employer, either in person or through family members including relatives, will in connection with the bidding for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
 - b) The Employer shall, during the bidding process treat all Bidders with equity and reason. The Employer will, in particular, before and during the bidding process, provide to all Bidders the same

information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the contract execution.

- c) The Employer will exclude from the process all known prejudiced persons.
2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 Commitments and Undertakings by the Bidder/ Contractor

- 1 The Bidder/ Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:
 - a) The Bidder/ Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Employer associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.
 - b) The Bidder/ Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder/ Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Consultant will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
 - d) The Bidder/ Contractor will, when presenting his bid undertakes, to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2 The Bidder/ Contractor will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts

1. If the Bidder(s)/ Contractor (s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Employer shall be entitled to disqualify the Bidder(s)/ Consultant(s) from the bidding process or to terminate the contract, if signed on that ground.

2. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put on holiday the Bidder/ Consultant for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 3 years.
3. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubt is possible
4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. Subject to full satisfaction of the Employer, the exclusion of Bidder/ Contractor could be revoked by the Employer if the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 Compensation for Damages including Forfeiture of Earnest Money Deposit/ Security Deposit/ Performance & Advance Bank Guarantees

1. If the Employer has disqualified the Bidder/ Contractor from the bidding process or has terminated the contract pursuant to Section 3, the Employer shall forfeit the Earnest Money Deposit/Bid Security, encash Contract Performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the contract.
2. In addition to 1 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default.

Section 5 Previous Transgressions

1. The Bidder swears on oath that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country conforming to TI approach or including with any Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify bidder's exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground.

Section 6 Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

Section 7 Independent External Monitors

- 1 The Employer will appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to CMD of the Employer or a person authorized by him.
- 3 The Bidder/ Contractor accepts that the Monitor has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Consultant / Sub-Contractor/ JV partners/Consortium member with confidentiality.
- 4 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Consultant. The parties offer to the Monitor the option to participate in such meetings.
- 5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Employer (CMD of the Employer or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the Bidder/ Contractor to present its case before making its recommendations to the Employer.
- 6 The Monitor will submit a written report to CMD of the Employer or a person authorized by him within 8-10 weeks from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.
- 7 The Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors of NTPC Board.

- 8 If the Monitor has reported to CMD of the Employer or a person authorized by him a substantiated suspicion of an offence under relevant IPC/ PC Act, and he has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 9 The word "Monitor" will include Singular or Plural.

Section- 8 Pact Duration

- 1 This Pact comes into force from the date of signing by all the parties. It shall expire for the Consultant 12 months after the last payment under the respective contract, and for all other unsuccessful bidders 6 months after the contract has been awarded.

Section-9 Miscellaneous Provisions

- 1 This Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi.
- 2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
3. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
4. If the Contractor is a JV partnership/Consortium/Associate, this agreement must be signed by all the partners of JV/Consortium Partners/Associate as the case may be.

The Parties hereby sign this Integrity Pact aton this day of.....2020

Employer

Bidder/ Contractor

Witness

Witness

1.....

1.....

2.....

2.....