BID DOCUMENT

FOR SALE OF FLY ASH FROM

NTPC BONGAIGAON THERMAL POWER PROJECT

BONGAIGAON

SPECIFICATION NO.

NTPC/ASH- SUPPLY/DOM/BGTPP/2018-19/01

NTPC LIMITED - BONGAIGAON

Salakati (P), Kokrajhar (BTAD)-783369, Assam.
<table>
<thead>
<tr>
<th>Table of Contents</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>INVITATION FOR BIDS</td>
<td></td>
</tr>
<tr>
<td>1. Introduction</td>
<td>05</td>
</tr>
<tr>
<td>2. Scope of Supply:</td>
<td>05</td>
</tr>
<tr>
<td>3. Bidding Detail</td>
<td>06</td>
</tr>
<tr>
<td>4. Eligibility for bid participation</td>
<td>06</td>
</tr>
<tr>
<td>5. Qualifying Requirements for the Bidders</td>
<td>07</td>
</tr>
<tr>
<td>6. Undertaking of Utilization of ash</td>
<td>07</td>
</tr>
<tr>
<td>7. Submission of Bids</td>
<td>07</td>
</tr>
<tr>
<td>8. Contact Details</td>
<td>07</td>
</tr>
<tr>
<td>9. Websites:</td>
<td>08</td>
</tr>
<tr>
<td>DEFINITIONS</td>
<td></td>
</tr>
<tr>
<td>10. Definitions</td>
<td>08</td>
</tr>
<tr>
<td>INSTRUCTION TO BIDDERS</td>
<td></td>
</tr>
<tr>
<td>11. Introduction</td>
<td>10</td>
</tr>
<tr>
<td>12. The Bidding Documents</td>
<td>10</td>
</tr>
<tr>
<td>13. Validity of Bids</td>
<td>10</td>
</tr>
<tr>
<td>14. EMD(EMD)</td>
<td>10</td>
</tr>
<tr>
<td>15. Procedure for registration and payment of EMD</td>
<td>10</td>
</tr>
<tr>
<td>16. Late bids</td>
<td>10</td>
</tr>
<tr>
<td>17. Bidding Requirement</td>
<td>11</td>
</tr>
<tr>
<td>18. Modification and Withdrawal of Bids</td>
<td>11</td>
</tr>
<tr>
<td>20. Owner’s Right to accept any Bid or to reject any or all Bids</td>
<td>11</td>
</tr>
<tr>
<td>21. Owner’s Right to Vary quantities at the time of allocation/supply</td>
<td>11</td>
</tr>
<tr>
<td>22. Contract Performance Guarantee (CPG)</td>
<td>11</td>
</tr>
<tr>
<td>23. Notice</td>
<td>12</td>
</tr>
<tr>
<td>24. Understanding and Clarification of Bid Documents</td>
<td>12</td>
</tr>
<tr>
<td>25. Award for sale of Fly Ash</td>
<td>12</td>
</tr>
<tr>
<td>26. Bid Proposal Schedule</td>
<td>12</td>
</tr>
<tr>
<td>27. Uniform Bid quantity over the allocation period</td>
<td>12</td>
</tr>
<tr>
<td>28. Check List</td>
<td>13</td>
</tr>
<tr>
<td>29. Deviation</td>
<td>13</td>
</tr>
<tr>
<td>30. Fraud Prevention Policy</td>
<td>13</td>
</tr>
<tr>
<td>GENERAL CONDITIONS OF CONTRACT</td>
<td></td>
</tr>
<tr>
<td>31. Acquaintances of local conditions;</td>
<td>13</td>
</tr>
</tbody>
</table>
32. Language of the Contract .......................................................................................................................... 13
33. Confidentiality ........................................................................................................................................... 13
34. Examination of Bids and Determination of Responsiveness................................................................. 14
35. Settlement of disputes ............................................................................................................................... 14
36. Arbitration .................................................................................................................................................. 14
37. Force Majeure ............................................................................................................................................ 15
38. Insurance & Buyer’s Liability ................................................................................................................... 16
39. Suspension of the supply .......................................................................................................................... 17
40. Indemnity for defense of Suits .................................................................................................................. 17
41. Recovery of Sums Due .............................................................................................................................. 17
42. Safety Requirements ............................................................................................................................... 17
43. Disorderly Conduct .................................................................................................................................. 17
44. Jurisdiction of Court ............................................................................................................................... 17
45. No Breach of Contract ............................................................................................................................. 17

SPECIAL CONDITIONS OF CONTRACT

46. Scope of Supply ....................................................................................................................................... 18
47. Working Hours ......................................................................................................................................... 18
48. Delivery Point .......................................................................................................................................... 18
49. Quality of fly ash ...................................................................................................................................... 18
50. Methodology for Pricing .......................................................................................................................... 18
51. Price & Bidding Methodology ................................................................................................................ 18
52. Evaluation Criterion of Bids .................................................................................................................... 20
53. Award Criteria .......................................................................................................................................... 20
54. Award Price ............................................................................................................................................ 20
55. Period of Supply ...................................................................................................................................... 20
56. Upward Quantity Flexibility .................................................................................................................... 20
57. Payment terms & Bank Charges .............................................................................................................. 21
58. Commencement of first offtake ................................................................................................................ 21
59. Weighment for invoicing .......................................................................................................................... 21
60. Compensation against short fall during regular off take .......................................................................... 21
61. Termination of contract ........................................................................................................................... 23
62. Shortfall in supply by Owner .................................................................................................................... 22
63. Taxes, Duties and Levies
64. Delivery
65. Responsibility During Transportation
66. Billing
67. Guidelines for loading, unloading and nuisance free transportation of all Types of fly ash including bottom ash etc. generated by Thermal Power Stations

ANNEXURES

Annexure - IA  SCHEDULE FOR QUALIFYING REQUIREMENT
Annexure - IB  MSTC SAMPLE BID SHEET
Annexure - II  STATEMENT OF DEVIATIONS/EXCLUSIONS
Annexure - III CHECKLIST FOR SUBMISSION ALONG WITH DOCUMENTS
Annexure - IV UNDERTAKING FOR USAGE OF FLY ASH
Annexure - V PROFORMA OF BANK GUARANTEE FOR CPG
Annexure - V(A) BG CHECK LIST
Annexure – VI PROFORMA FOR EXTENSION OF BANK GUARANTEE
Annexure - VII LIST OF BANKS FOR CPG
Annexure - VIII MODEL AWARD LETTER FOR SUPPLY OF FLY ASH
Annexure - IX  BIDDER DETAILS
Annexure - X  FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY
Annexure - XI PRICE REVISION CLAUSE
Annexure XII RELATED TO TRANSPORTATION OF FLY ASH BY RAIL

Attachment:

Annexure XIII: Guidelines for loading, unloading and nuisance free transportation of all Types of fly ash including bottom ash etc. generated by Thermal Power Stations
NTPC LTD BONGAIGAON

INVITATION FOR BID FOR SALE OF FLY ASH FROM
NTPC BONGAIGAON THERMAL POWER PROJECT

Tender No: NTPC/ASH-SUPPLY/DOM/BONGAIGAON/2018-19/01 Date: .............

1 Introduction
NTPC LIMITED BONGAIGAON (henceforth referred to as NTPC BONGAIGAON 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. To facilitate this, NTPC BONGAIGAON wishes to supply fly ash for a period of 01 (one) year. NTPC BONGAIGAON thus invites bids from eligible and interested buyers for supply of fly ash from the Unit 1, 2 & 3 (3 X 250 MW) of NTPC BONGAIGAON THERMAL POWER PROJECT (henceforth referred to as NTPC BONGAIGAON) as mentioned below:

2 Scope of Supply:

a) NTPC BONGAIGAON invites bids as specified in the e tender catalogue – document / bid document for the sale of fly ash to the interested and eligible users from the designated delivery point(s) i.e. ASH SILO CHUTE of Unit 1, 2 & 3 (3 X 250 MW) of the BONGAIGAON THERMAL POWER PROJECT, as detailed in the bid document, in the buyer’s bulkers/covered trucks/rail wagons/rakes only (for rail see Annex XII) on ‘as available’ basis.

b) Total quantity of fly ash in MT from the PROJECT is available for sale tentatively on yearly basis as per details given hereunder -.

<table>
<thead>
<tr>
<th>Power PROJECTs / Location</th>
<th>Quantity available</th>
<th>Fly Ash quality to be supplied</th>
<th>Period of Supply</th>
</tr>
</thead>
<tbody>
<tr>
<td>BONGAIGAON THERMAL POWER PROJECT, BONGAIGAON, Unit 1,2,&amp; 3 (3 X 250 MW)</td>
<td>3 Lakh MT / Annum</td>
<td>on “as available” basis</td>
<td>01 year</td>
</tr>
</tbody>
</table>
3 Bidding details
Detailed conditions and scope of work are given in the bid documents/BONGAIGAON, which can be downloaded from the websites referred below:

<table>
<thead>
<tr>
<th>Bid Document No.</th>
<th>E Tender no.</th>
</tr>
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<tbody>
<tr>
<td>: NTPC/ASH-SUPPLY/DOM/BGTPP /2018-19/01</td>
<td>: __________________________</td>
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<table>
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<tr>
<th>Period of supply</th>
<th>: 01 Year</th>
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<thead>
<tr>
<th>Period of availability of bid document for</th>
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<tbody>
<tr>
<td>i) Registration with MSTC,</td>
</tr>
<tr>
<td>ii) Submission of EMD and</td>
</tr>
<tr>
<td>iii) Submission of QR documents to NTPC BGTPP</td>
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<tr>
<td>: From............... To ................</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Submission of Bids</th>
<th>: From ..........Hrs Dt ..........To ..........Hrs Dt ..........</th>
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<tr>
<th>EMD</th>
<th>EMD @ Rs.5/-/MT with minimum amount of Rs. 60,000/- for 12,000 MT.</th>
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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 Eligibility for bid participation
Only those buyers who

i) Are registered with MSTC as per specified guidelines for registration, displayed on MSTC website www.mstcecommerce.com and 

ii) Have remitted the EMD as per the applicable terms.

iii) Have submitted qualifying documents at NTPC BONGAIGAON as per Annex 1A before the last day of submission of documents as per Para 3.0 above and found correct as per terms and conditions of the e – tender/bid document along with all relevant Annexure duly filled say ‘no deviation statement, Fraud prevention policy’ etc. shall be eligible to participate in the bidding process.
5 Qualifying Requirements for the Bidders
   a) Bidder should be an individual, a partnership firm or a company.
   b) The average turnover of the bidder for the last three financial years should be at least
      i) Rs.3 Lakhs/ annum for the bid quantity up to 12,000 MT/annum
      ii) Rs.10 Lakhs/ annum for the bid quantity > 12000 MT/annum and up to 50,000 MT/annum,
      iii) Rs.25 Lakhs/ annum for the bid quantity > 50,000 MT/annum and up to 2,00,000 MT/annum and,
      iv) Rs.50 Lakhs/ annum for the bid quantity > 2,00,000 MT/annum.
   c) In case of existing or newly formed firm/company, the turnover of either its own or the
      turnover of the other firm / company in which major share holder/promoter/partner is also
      the major shareholder/promoter/partner in bidding company may be considered but not in
      combination of both.

   Note: - Balance Sheet
   Audited balance sheets or Chartered Accountant certified showing the business turnover
   and profit & loss account for last three financial years of the company on whose turnover
   qualification has been sought should also be submitted along with the proposal. Individual
   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 the year wise turnover.
   In case where audited result for the last financial year as on date is not available, the
   financial result certified by a practicing chartered accountant shall be considered
   acceptable. In case the bidder is not able to submit the certificate from practicing chartered
   accountants certifying his financial parameters, the audited result of three consecutive years
   preceding the last financial year shall be considered for evaluating the financial parameter.
   Further, a certificate would be required from the CEO/CFO stating that the financial result of
   the company are under audit as on date and the certificate from the practicing chartered
   accountant certifying the financial parameters is not available.

6 Undertaking of Utilization of Ash
   Bidders shall submit an undertaking of utilizing the Fly Ash in Cement, Construction or any
   other Ash based product / Industry (Annex IV).

7 Submission of Bids
   Bids are to be submitted by the buyer online in the MSTC website
   www.mstcecommerce.com or as mentioned, within the bid submission time as per time
   schedule indicated at Para 3 above respectively.

8 Contact Details
   DGM(C&M): Amitabha Sutradhar
   Contact No: 03661-282778/ 9411113468
   Email: amitabhasutradhar@ntpc.co.in
9 Websites
For referring to Invitation for Bids, Bid documents, and downloading of the same and online bidding following websites may be referred to: - www.mstcecommerce.com or www.mstcindia.com.

DEFINITIONS

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

10.1 “The Contract” shall mean the issuance of award letter including bid documents and amendment thereof which will constitute the formation of the Contract.

10.2 “The Contract Value” means the consideration payable to the suppliers under the Contract for the full and proper performance of its contractual obligations.

10.3 “Day” means calendar day.

10.4 “Effective Date” means the date on which this Contract becomes effective (i.e. issue date of LOA).

10.5 “GCC” mean General Conditions of Contract contained in this document.

10.6 “SCC” means Special Conditions of Contract contained in this document.

10.7 “The Buyer” (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.

10.8 “Owner/Supplier” (i.e. NTPC LIMITED BONGAIGAON/ NTPC BONGAIGAON) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns.

10.10 Awarded Quantity/Annual Contract Quantity/Annual Allocated Quantity - is the quantity of fly ash as finalized by NTPC LIMITED BONGAIGAON for award during a year and shall be expressed in Metric Tonne (MT) per annum.

10.11 “Arbitration Act” means the Indian Arbitration and Conciliation Act, 1996, as amended and modified from time to time, including any re-enactment thereof.

10.12 Metric Tonne (MT) means 1000 Kilograms.

10.13 “Contract Term/Period” means duration of the contract together with any extension period.

10.14 “Delivery Point” means the chutes of the designated ASH SILO CHUTE.

10.15 Dispute/Dispute Notice Refer clause 35 of bid documents.

10.16 “Engineer in charge” means the officer appointed in writing by NTPC LIMITED BONGAIGAON to act as an engineer from time to time.

10.17 “First Off take” means the date of first off take of fly ash, by the buyer from Delivery Point in accordance with this Agreement.

10.18 “Force Majeure” shall have the meaning ascribed to it under clause 37 of bid document.

10.19 “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.

10.20 “Quarter” shall mean a period of 03 months and shall be calculated from the scheduled date of commencement of contract.

10.21 “Party” means the Owner or the Bidder, as the case may be, and “Parties” means both of them.

10.22 “Awarded Price / Prevailing Price”

“Awarded Price” is the price mentioned in the Letter of Award.

“Prevailing Price” is the revised awarded price for the contract entered for more than one year.

10.23 “Adjusted quantity” means the quantity of fly ash which the NTPC is not able to provide to the buyers due to any reasons including forced outage of the plant, congestion, rain etc, the NTPC accordingly shall adjust the awarded quantity downwardly of each buyer ( to be used for the purpose of compensation/termination).
10.24 “Adjudicator” means the person or persons appointed by the Head of PROJECT / Project to make a decision on or to settle any dispute or difference between the Owner and the Buyer, referred to him or her by either of the parties pursuant to GCC Sub-Clause 35 b) (Adjudicator) hereof.

INSTRUCTIONS TO BIDDER

11 Introduction
NTPC LIMITED BONGAIGAON, having office at Salakati (hereinafter called Owner/Supplier”) will sell fly ash from Unit 1,2 & 3 (3 x 250 MW) of NTPC BONGAIGAON THERMAL POWER PROJECT mentioned in the invitation for bid.

12 The Bidding Documents
The Bidding Documents shall comprise of following:
- Invitation for Bid
- Instructions to Bidders
- General Conditions of Contract
- Special Conditions of Contract
- Annexure
- E Tender document/catalogue

13 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. In exceptional circumstances the Owner 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.

14 EMD (EMD)
- The value of the EMD is as mentioned in Invitation for Bid at Para 3.
- The EMD shall be deposited to MSTC through e payment gateway as per procedure outlined by MSTC.
- EMD of unsuccessful bidders shall be returned by MSTC as promptly as possible, but not later than 60 days after the expiration of the bid validity period.
- EMD of successful Bidder(s) shall be returned/adjusted by NTPC only after submission of requisite amount of Contract Performance Guarantee (CPG).
- The EMD may be forfeited if the bidder / his representative commit any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC.
15 **Procedure for registration & payment of EMD**

Only the customers registered with the website [www.mstcecommerce.com](http://www.mstcecommerce.com) can submit EMD/EMD through e-payment Gateway as per procedure outlined by MSTC in their e-tender catalogue.

16 **Late Bids**

There is no provision for submission of bids before or after the bid submission period.

17 **Bidding Requirement**

Only registered bidders will be allowed to participate subject to bidder meeting the bid requirements as per Para 4.0. In addition, all bidders whether Proprietor, Partnership Firms or a Company is to submit relevant documents as mentioned at Annex 1A.

18 **Modification and Withdrawal of Bids**

No bid can be withdrawn. However during the bidding period, bidders may modify their bid any number of times up to the quantity proportionate to the EMD submitted, against any price of their choice between the prescribed price band. Withdrawal of bids may result in the forfeiture of the Bidder’s EMD.

19 **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 from time to time on the E tender website.

20 **Owner’s Right to accept any Bid or to reject any or all Bids**

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.

21 **Owner’s Right to vary quantities at the Time of allocation / supply**

The 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 documents without assigning any reason.

22 **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 ten (10) percent of value of annual allocated quantity in the form of RTGS / Crossed Demand Draft in favor of NTPC LIMITED BONGAIGAON payable at Salakati 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 EMD. In that event no damages or compensations shall be payable to the buyer.

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.

23 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 to an authorized representative of the Owner or Bidder to whom the communication is addressed, or when sent by speed post, telex, telegram, or facsimile to such Party i.e. Owner or Bidder.

24 Understanding and Clarification of Bid Documents

   e. 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 the Owner for an interpretation/clarification of the Bid documents. However, such request must reach the Owner 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.

   f. Verbal clarifications and information given by Owner or its employees or representatives shall not be in any way binding on the Owner.

23 Award for sale of Fly Ash

a. The Owner will issue Award letter (Model Award letter at Annexure VIII) of allocation for sale 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 EMD may be forfeited.

24 Bid Proposal Schedule
Bidders are to quote online their annual quantity requirement against the respective prices during the bidding period. Sample bid sheet is shown at Annex 1B.

25 Uniform Bid quantity over the allocation period
The quoted annual quantity requirement shall be considered uniform per month after commencement of first off take for the remaining supply period.
26 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.

27 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 (Annex II) and may result in forfeiture of EMD.

28 Fraud Prevention Policy
   The Bidder along with its associates/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to the Fraud Prevention Policy of the Owner displayed on its tender website http://www.ntptender.com and shall immediately apprise the Owner about any fraud or suspected fraud as soon as it comes to their notice. A certificate to this effect as per Annexure - X shall be furnished by the bidder along with his bid. 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 EMD of the bidder shall be forfeited.

GENERAL CONDITIONS OF CONTRACT

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

32 Language of the Contract
   All bids shall be submitted in English Language

33 Confidentiality
   a. Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for allocation shall not be disclosed to bidders or any other person not officially concerned with such process.
   b. Any effort by the bidder to influence the Owner in the Owner’s bid evaluation, bid comparison, or allocation decisions may result in the rejection of the Bidder’s bid.
   c. From the time of bid opening to the time of allocation, if any Bidder wishes to contact the Supplier on any matter related to its bid, it should do so in writing.
34 Examination of Bids and Determination of Responsiveness
a. The Owner 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.

b. 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.

35 Settlement of Disputes

35.1 Amicable Settlement
a. In the event of any dispute or claim of any kind whatsoever that may arise between the
   Parties as a result of construction, interpretation or application of any of the terms and
   conditions of this Agreement or performance of it (“Dispute”), either Party may by written
   notice inform the other Party of a Dispute (“Dispute Notice”).

b. The Parties shall within a period of 30 Days from the date of receipt of Dispute Notice by
   such other Party meet and endeavor to settle Dispute mutually in an amicable manner
   through good faith and negotiations. In the event of the failure of the Parties to settle
   Dispute amicably within such 30-Days period, either Party may refer Dispute for resolution
   by adjudication in accordance with the provisions mentioned hereunder.

35.2 Adjudication
a) If the parties fail to resolve such a dispute or difference by mutual consultation, then the
   dispute shall be referred in writing by either party to the Adjudicator (appointed by the
   Head of the PROJECT / Project), with a copy to the other party.

b) The Adjudicator shall give its decision in writing to both parties within twenty-eight (28)
days of a dispute being referred to it. If the Adjudicator has done so, and no notice of
intention to commence arbitration has been given by either the Owner or the buyer within
fifty-six (56) days of such reference, the decision shall become final and binding upon the
Owner and the Buyer. Any decision that has become final and binding shall be
implemented by the parties forthwith.

c) Should the Adjudicator resign or die, or should the Owner and the Buyer agree that the
   Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract,
a new Adjudicator shall be appointed by the Head of the PROJECT / Project. This cost of
adjudication if any, shall be divided equally between the Owner and the buyer.

36 Arbitration

a. In the event that the parties are unable to resolve the disputes under Clause 35 above,
   controversy or claim relating to or arising out of this contract, such disputes, controversy
or claim shall be finally settled by a panel of arbitrators (“The Arbitral Tribunal”), in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time and read with rules framed there under.

b. Either Party may by written request notify the other Party of its intent to refer such Dispute to arbitration. Within 30 Days of receipt of such notice by such other Party, the Parties shall each appoint one arbitrator. Within 30 Days of the appointment of the arbitrators, the two arbitrators so appointed shall appoint a third arbitrator (who shall be the presiding arbitrator). In case the two arbitrators fail to appoint the third arbitrator, the third arbitrator shall be appointed as per provisions of Arbitration Act.

c. The third Arbitrator will be the presiding Arbitrator and the Arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time and read with rules framed there under.

d. If any appointed arbitrator resigns or dies or is unable to perform his function prior to or during the arbitration, appointment of new arbitrator shall be made as per provisions contained in Clause b & c above.

e. The language of the Arbitration proceedings will be in English.

f. The venue of arbitration shall be Salakati or such place as may be determined by the arbitrator. The arbitrator shall make the award within reasonable time from the date of entering in the reference.

g. The Arbitrator (tribunal) shall give a reasoned award. The decision or award shall be final and binding upon the Parties.

h. The cost of Arbitrator shall be borne equally by the parties to the dispute.

i. Notwithstanding the subsistence of any arbitration proceedings, the Parties shall continue to perform their respective obligations under this Agreement and either Party shall not withhold, any payment obligation admitted by it.

j. In the event of dispute or difference arising between one Public Sector Enterprise and a Government Department the provision of DPE as per memorandum no. DPE OM No. DPE/4(10)/2001-PMA-GL I dated 22\textsuperscript{nd} Jan. 2004 along with its amendments /revisions if any shall be applicable.

37. **Force Majeure**

a. “Force Majeure” shall mean any event beyond the reasonable control of the Owner or the buyer, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and which substantially affect the performance of the Contract.

Notwithstanding the generality of the above, the following events shall be termed as Force Majeure events in respect of the Order

(i) terrorist acts,
(ii) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act of failure to act of any local state or national government authority,

(iii) national/sectoral/illegal strike, sabotage, lockout embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, epidemics, quarantine and plague.

b. 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.

c. The party who has given such notice may be excused upon getting justification of the content of the notice, 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 after mutual discussion.

d. 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 Supplier’s right to terminate the Contract under Special Conditions of Contract Clause 61.

e. Period of delay or nonperformance by either party hereto due to Force Majeure shall not constitute a default or breach of the Contract.

f. If the performance of the Contract is substantially prevented, hindered or delayed for a continuous period of more than thirty (30) days or an aggregate period of more than ninety (90) days on account of one or more event of Force Majeure during the occurrence of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with GCC Clause 35 & 36.

g. In the event of prohibition imposed by Govt. of India/Competent Authorities making impossible to perform the contract, may be termed as Force Majeure and neither party shall be liable for compensations or damages due to non performance.

38 Insurance & Buyer’s Liability

a. The Buyer shall be fully responsible for maintaining all the insurances as per law of land at its cost.

b. The Buyer 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 buyer or not) or property in or about the plant including the Silo area (inside/outside the plant) which may arise out due to buyers act/negligence while carrying out the contract.
39 Suspension of the supply
   a. The Owner reserves the right to suspend and reinstate execution of the whole or any part of
      the supply.
   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 for any reason whatsoever.

40 Indemnity for defense of Suits
   If any action in court 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 buyer to perform any acts, matters,
   covenants or things under the Contract, or for damage or injury caused by the alleged
   omission or negligence on the part of the buyer, his agents, representatives or his Sub-
   contractors, workmen, suppliers, or representatives employees the buyer shall in such
   cases indemnify and keep the Owner and/or its representative harmless from all losses
   damages, claims, expenses or decrees arising out of such action.

41 Recovery of Sums Due
   Whenever any claim for the payment of the sum of money arises against the buyer, the
   Owner shall be entitled to recover such sum by appropriating in whole or in part, from
   advance deposited against fly ash and /or the Contract Performance Guarantee deposited
   by the buyer.

42 Safety Requirements
   The buyer shall ensure safety and security of all its personnel, working at different places
   in connection with this supply and shall be fully responsible for the same. All safety tools
   and tackles required like helmets, goggles, gas masks, respiratory masks, gumboots, shoes,
   safety belts wherever required will be provided by the buyer. The buyer shall also ensure
   safety and security of the Owner’s delivery personnel at delivery site.

43 Disorderly Conduct
   The buyer shall at all times take all reasonable precautions to prevent any unlawful,
   notorious or disorderly conduct by or amongst the buyer’s staff and labor and for the
   preservation of peace and protection of persons and property in the neighborhood of the
   delivery site against the same.

44 Jurisdiction of Court
   Only GUWAHATI High Court shall have the exclusive jurisdiction in all the matters
   concerning the supply.

45 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.
SPECIAL CONDITIONS OF CONTRACT

46 Scope of Supply
a. Owner would be in a position to make available allocated quantity of fly ash subject to availability, Force Majeure conditions and unplanned outage of the Unit 1, 2, & 3 (3X250 MW) of Bongaigaon Thermal Power Project of NTPC.
b. The Owner reserves the right to supply the quantity not lifted by the buyers to any other party (Bidder/Non-Bidder) at the sole discretion of the Owner. First preference will be given to the successful bidders.
c. Quantity: - 3 Lakh MT / Annum
d. Period: - 01 Year

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

48 Delivery Point
- NTPC BONGAIGAON would deliver fly ash from the discharge chute of designated Ash silo chute of Unit 1, 2 & 3 of the plant.
- Fly ash shall be considered to have been delivered as it passes into the buyer’s vehicle at the loading point.

48 Quality of fly ash
Owner would deliver dry fly ash at designated delivery point(s) i.e. Ash Silo Chute on “as available” basis.

49 Methodology for Pricing
a) Price chargeable to buyer(s) shall be the price discovered resulting from the bids received as per the methodology described in Clause 52 in Rupees per MT.
b) All statutory duties / taxes / levies shall be charged extra.

51 Price & Bidding Methodology
a. The minimum FLOOR PRICE of Fly Ash is Rs 500.00 (Rupees Five Hundred only) per Metric Ton and ceiling price Rs.750.00 (Rupees Seven hundred and Fifty only) per Metric Ton. Bidders may quote the annual quantity required against a price starting from the floor price and in multiples of Rs.10 (Ten) i.e. Rs x00, x10, x20 ......and so on up to the ceiling price of Rs.750 per MT.
b. Bidders may quote different quantity they would like to off-take at different rates within the specified range. The quantity at particular rate, quoted by the bidder shall be deemed acceptable for evaluation / allocation towards all the rates below the quoted rate, unless otherwise specifically mentioned. (See Example below)
Example:

<table>
<thead>
<tr>
<th>Rate (Rs./MT)</th>
<th>Bidder A Quantity (MT/annum)</th>
<th>Bidder B Quantity (MT/annum)</th>
<th>Bidder C Quantity (MT/annum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>500/450</td>
<td></td>
<td></td>
<td>50000</td>
</tr>
<tr>
<td>510/460</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>520/470</td>
<td></td>
<td>45000</td>
<td>40000</td>
</tr>
<tr>
<td>530/480</td>
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<td></td>
<td>30000</td>
</tr>
<tr>
<td>550/500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>560/510</td>
<td>30000</td>
<td>20000</td>
<td></td>
</tr>
<tr>
<td>620...../520</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>750/600</td>
<td>50000</td>
<td></td>
<td>10000</td>
</tr>
</tbody>
</table>

**Case 1:** The quantity 50000 MT quoted by the party A against the rate of Rs.750 shall be valid for all the rates up to Rs.500 which is below Rs.750 since the party has not quoted any quantity against the rate of Rs.500, Rs.510, Rs.560 etc.

**Case 2:** The quantity 30000 MT quoted by the party B against the rate of Rs.560 shall be valid for the rate up to Rs.530 only, since the party has specified the quantity of 45000 MT against the rate of Rs.520 and this quantity of 45000 MT shall be valid up to Rs.500.

**Case 3:** The quantity of 10000 MT quoted against price Rs.750 shall be valid up to Rs.620 and quantity 20000 MT quoted against price Rs.560 shall be valid up to Rs.550 and so on i.e. quantity 40,000 MT quoted at Rs.520 shall be valid up to Rs.510 and quantity 50,000 MT shall be valid for Rs.500 only.

C. Bids price quoted below Rs.500.00 per MT and or above Ceiling price of Rs.750.00 per MT will not be considered.
52 Evaluation Criterion of Bids

Price Discovery and Quantity for allocation

a. 80% of the tendered quantity will be the lower limit for bid evaluation below which the tender will be declared unsuccessful.

b. For cumulative annual quantities quoted by bidders between 80% of the tender quantity (0.8 x 3,00,000 MT) to 100% of tender quantity (3,00,000 MT), the price at which maximum revenue is generated will be the discovered price. In such case, the quantity quoted by the bidder at the discovered price will be allocated to the bidder.

c. In case the cumulative quantity quoted by the bidders does not fall between 80% and 100% of the tender quantity but above the tendered quantity, the discovered price shall correspond to the cumulative quantity nearest to 100% and the allocated quantity shall be modified on prorate basis to the tendered quantity i.e. 3 Lakh MT / Annum.

d. Bids at discovered price and above will be the successful bids and quantity will be allocated to them as per Clause 52 b & c.

53 Award Criteria

The bidder shall be awarded the quantity as quoted at discovered price. If cumulative quantity at discovered price is more than tendered quantity, party shall be allocated the quantity on prorata basis.

54 Award price:

Discovered Price shall be the award price and shall remain firm for a period of one year.

Price Revision (applicable if contract is for more than one year)

In case, the period of contract is for more than 01 year, price shall be revised after completion of each year based on WPI of grey cement as per Annex XI.

55 Period of Supply

Duration of Supply of fly ash from NTPC BONGAIGAON PROJECT will be for a period of one year.

56 Upward Quantity Flexibility

If requested by the Buyer the Owner may consider supply of additional quantity over & above the allocated quantity subject to availability and at the sole discretion of the Owner at the prevailing price.
Payment Terms & Bank Charges

a. Delivery shall be made against advance payment in the form of Demand Draft/ RTGS/ Bank Transfer in favor of “NTPC Limited” payable at Salakati (given bank account details for RTGS). The amount of advance shall be equivalent to value of one month of off-take quantity. Advance shall be adjusted against delivery on daily basis.

b. All bank charges shall be borne by the buyer.

Commencement of first off take

Commencement of first off take for bidders of fly ash should not exceed beyond one month from the date of issue of award letter unless specifically agreed by the Owner.

Weighment for invoicing

Fly ash shall be issued based on actual weighment. Weight so recorded shall be considered final.

Compensation against shortfall during regular off take

a. After commencement of first off take, buyer will be required to lift fly ash on regular basis in accordance with agreed quantity as per contracted schedule. The buyer shall have to lift the minimum 90% of annual contracted quantity / annual adjusted quantity (in case of short supply) on prorata basis. In case buyer fails to lift the minimum quantity (90% of annual contracted quantity / annual adjusted quantity) on prorata basis, compensation amount @ 10% of the awarded/prevailing price (rounded to the nearest whole number on the higher side) will be charged on the shortfall quantity (90% of annual contracted / annual adjusted quantity on prorata basis – Actual quantity lifted, for the period under review).

b. Compensation shall be calculated for all three consecutive months on cumulative basis. The compensation will be calculated within 15 days following the three consecutive months under study. Compensation due on a buyer, if not deposited separately will be deducted from the advance available or recovered from the CPG of the buyer. However, gross compensation amount during a year will be limited to the CPG amount. The compensation amount deducted from CPG if any shall be replenished by the buyer in the CPG account within 15 days notwithstanding which the supply of fly ash to the buyer will be stopped. Supplies will be started only after the ‘deducted amount from CPG’ is replenished. Any decrease in supply of fly ash to the buyer due to non replenishment of the compensation amount will be in the account of the buyer.

c. Consecutive three monthly quantity shall be considered from the scheduled date of start till completion of three months and subsequently so on till expiry of contract.
61 Termination of Contract

61.1 In case, fly ash off take falls below 80% of (the contracted or adjusted quantity, whichever is lower), during any three consecutive months on cumulative basis, 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 buyer shall not be entitled to any compensation from the Owner. In the event of termination of contract, the liquidated damages will be payable by the buyer at the aforesaid rate mentioned in Clause 60 i.e. @ 10% of the awarded/prevailing price (rounded to the nearest whole number on the higher side) for the short fall quantity below 90% of the (contracted / adjusted quantity, whichever is lower) for the consecutive three months. The gross amount of liquidated damages / compensation, if any (combined) for a year of the contract if contract is for more than one year, shall be limited to the CPG amount.

Consecutive three months shall be considered from the scheduled date of start till completion of three months and subsequently so on till expiry of contract.

61.2 The Owner also reserves the right to terminate the contract in the event of breach of contract by the buyer giving 15 days notice in writing of their intentions to do so and in such an event the buyer shall not be entitled to any compensation from the Owner. In the event of termination of contract for any reasons of breach of contract, liquidated damages equivalent to amount of CPG shall be payable by the buyer.

61.2.1 Following will constitute breach of contract:

a. Delay in first off-take by Buyer from committed date by more than three months.

b. Buyer is not complying with operational and safety requirements and neglecting instructions of Engineer-In-Charge.

c. Buyer has failed to discharge his obligations according to the terms & conditions of contract.

61.3 Contract for sale 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 PROJECT and the Company by giving 15 days notice in writing to the buyer.

62 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.

b. In case Owner is unable to provide the average monthly/three consecutive monthly contracted quantity of fly ash due to any reasons including forced outages of the plant, congestions etc. Owner in respect of each buyer shall accordingly adjust the average
monthly/three consecutive monthly contracted quantity downward. Under such circumstances the determination of compensation referred at Clause 60 above shall be computed with respect to adjusted yearly / three consecutive monthly contracted quantity.

c. Determination of monthly quantity i.e. for any three months for termination of Contract in case of short supply by the Owner shall also be computed w.r.t. quantity made available to the buyer on monthly / quarterly (i.e. for any three consecutive months) as stated in Clause 62 b.

d. Owner may offer additional quantity of fly ash at a later date subject to availability, if agreed by buyer. The quantity so offered and agreed by buyer at a later stage, will form a part of the annual contracted/adjusted quantity.

63 Taxes, Duties, Levies etc.

a. The Bidder shall be liable and responsible for payment of all statutory levies in the form of taxes, duties, octroi etc. on the Supply of fly ash. Such statutory liabilities, if any, shall be paid by bidder extra at actual.

b. All fly ash will be sold on Ex Silo / Ex Works basis. Regarding exports of fly ash by the buyer, it is the responsibility of the buyer to fulfill their export obligations as may be required, and any shortfall in this regard shall be to the account of the buyer only. The buyer indemnifies the Owner against all such liabilities and losses on failure to fulfill the export obligations, if any.

64 Delivery

a. Buyer should depute his authorized representative to the power PROJECT for co-ordination and taking delivery of fly ash.

b. Delivery will be from Silo Chutes to bulkers / closed trucks / rail rakes only, which are suitable for loading from designated silos. Open trucks will not be allowed to take delivery. Rail loading can be either in bulk through pneumatic loading or through bags (see Annexure XII for details w.r.t rail transportation). Bags for filling of fly ash and manpower for loading the filled bags in to the vehicle/rake shall be arranged by the buyer at its own cost.

c. Owner has right to suspend the delivery of Fly Ash if advance amount is not available with the Owner by the required date and such suspension of delivery shall be to the account of buyer.

65 Responsibility during Transportation

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

66 Billing
Owner will issue Exit gate pass on daily basis and invoices on fortnightly/monthly basis and shall deliver to the Buyer(s) an invoice showing the value of the fly ash delivered for each day, along with applicable duty/taxes/cess etc. and shall be adjusted against the advance payment made by the buyer(s) as per Clause 57. Any Statutory form for claiming rebate shall be submitted by the buyer to the Owner for claiming such rebate. In case buyer fails to submit within one month of the designated quarter, GST will be charged at full applicable rates.

67 Guidelines for loading, unloading and nuisance free transportation of all Types of fly ash including bottom ash etc. generated by Thermal Power Stations- Issued by Central Pollution Control Board Delhi 2013.
The bidder should strictly adhere to the “Guidelines (Attached as Annexure XIII) for loading, unloading and nuisance free transportation of all Types of fly ash including bottom ash etc. generated by Thermal Power Station (Issued by Central Pollution Control Board Delhi 2013).

Dy. General Manager (Contracts & Material)
BgTPP, NTPC Ltd
Annexure – 1A

Schedule for Qualifying Requirements

A. We seek qualification as per Clause No. 5(a) under the category __________ (Individual / Partnership firm / Company).

B. In terms of clause No. 5 (b), 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.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Financial Year</th>
<th>Turnover Amount (Rs.) in figures</th>
<th>Turnover Amount (Rs.) in words</th>
<th>Balance Sheet enclosed (Yes / No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2015-16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2016-17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2017-18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>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)</td>
<td>Enclosed (Yes / No)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Shareholding pattern of Bidding Company</td>
<td>(In case turnover of other company has been considered for meeting the Qualifying Requirements in terms of Clause No. 5c, the Shareholding pattern of other company is also to be enclosed)</td>
<td>Enclosed (Yes / No)</td>
<td></td>
</tr>
</tbody>
</table>

Note: - (i) Individual 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. 17 we are enclosing the following documents:

(a) In case of Partnership firm

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Documents</th>
<th>Enclosed (Yes / No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The authenticated photocopy of Partnership Deed</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Registration Certificate of Firm</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Specimen Signature of all partners of the firm duly attested by their Bankers</td>
<td></td>
</tr>
</tbody>
</table>

(b) In case of Public or Private Companies

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Documents</th>
<th>Enclosed (Yes / No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The up to date amended and Certified True Copy of the Memorandum &amp; Article of Association of the Company</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Certificate of Incorporation</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Certificate of Commencement of Business (in case of Public Limited Companies Only)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Board Resolution for authorization to bid</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Specimen Signature of a Director / Secretary or other persons duly attested by the Banker</td>
<td></td>
</tr>
</tbody>
</table>

For and on behalf of ________________

Signature : 

(Authorized Representative)

Name : 
## MSTC SAMPLE BID SHEET

### Auction Details

- **Auction No.**
- MSTC/VZG/NATIONAL THERMAL POWER CORPORATION LTD, xxxxx/2/BONGAIGAONxxxx/15-16/xxxx
- **Auction Start Date:** 2015-0x-0x xx:00:00.0
- **Auction Close Date:** 2015-0x-0x xx:00:00.0
- **Currency:** INR
- **Terms & Cond.:** Click Here

### Item Details

<table>
<thead>
<tr>
<th>Lot No</th>
<th>Lot Name</th>
<th>Quantity &amp; UOM*</th>
<th>Close Time</th>
<th>Lot Details</th>
<th>EMD Left</th>
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<tbody>
<tr>
<td>01</td>
<td>FLY ASH</td>
<td>BONGAIGAONx.0 MT</td>
<td>2015-0x-0x xx:00:00.0</td>
<td>Click Here</td>
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### Price Level Details

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<th>Booked Quantity as % of Req. Quantity</th>
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</tbody>
</table>

(* Unit Of Measurement.)
Annexure - II

(ON BIDDER’S LETTERHEAD)
STATEMENT OF DEVIATIONS/EXCLUSIONS

Bidder’s Offer Ref No. Date

To,

Dy. General Manager (C &M)

NTPC LIMITED BONGAIGAON

Address

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

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>Address:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>SI No</th>
<th>Description of <strong>Check points</strong></th>
<th>YES / NO/NOT APPLICABLE</th>
<th>Remarks</th>
</tr>
</thead>
</table>
| 1     | Submitted documents related to Qualification requirements & turnover details etc. supporting your eligibility, complete in all respects | 1. Audited balance sheet of last three Financial Years showing business turnover, Profit and Loss Account etc.  
2. Undertaking for usage of Fly Ash – Annexure IV | |
| 2     | Whether submitted EMD of required value as per requirement of the bid document | EMD for different quoted quantities are different and required to be submitted accordingly. | |
| 3     | Whether the bidder has registered and completed the formalities for registration with MSTC | | Please write the registration number |
| 4     | Whether bidder has submitted the “NIL” Statement of deviations at Annex II | No deviation statement as per Annex II to be submitted | |
| 5     | Whether the Bidder Details at **Annexure – I** have been filled and submitted | | |
| 6     | Whether the form of acceptance of fraud prevention policy at **Annexure – X** has been filled and submitted | | |

Date:

(\textbf{Name & Signature of Bidder})
Annexure - IV

UNDERTAKING

(On Official Letter head of the Buyer)

To

NTPC LIMITED Bongaigaon,

Address

Subject: Undertaking for Usage of Fly Ash in Cement / construction / or other ash based Product / industry.

Dear Sir,

This is to certify that we M/S ---------------the bidder for the NTPC BONGAIGAON Thermal Power PROJECT Fly Ash against Bid Specification No NTPC/ ASH—SUPPLY/DOM/BgTPP/2018-19/01 E tender no. ___________________ that the Fly Ash, if allocated to us, shall be used in Cement manufacturing / construction / or other ash based product / industry.

Thanking you,

(Signature of authorized person)

(Name & Designation)

(Seal/ Stamp of Company)
Pro forma 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.

Date:

To,

NTPC LIMITED Bongaigaon,

Address

Dear Sirs,

In consideration of the NTPC LIMITED BONGAIGAON (hereinafter referred to as the “Owner”, which expression shall unless repugnant to the context or meaning thereof includes its executers, administrators, successors and assigns) having accepted offer of purchase of fly ash by M/s................................ with its Registered/Head office at ............................ (hereinafter referred to as “Buyer”, which expression shall unless repugnant to the context or meaning thereof includes its executers, administrators, successors and assigns) a contract by issue of Owner’s Letter of Award No....................................dated.......................and the same having been unequivocally accepted by the Buyer resulting in a “CONTRACT” bearing No.......................for supply of fly ash and the Buyer having agreed to provide a contract performance guarantee for the faithful performance of the entire contract equivalent to Rs......(in figure and words) to the Seller.

We…………………………………… (Name & Address), having our Head office at ................................. and Branch office at .......................(hereinafter referred to as “Bank”, which expression shall unless repugnant to the context or meaning thereof includes its executers, administrators, successors and assigns) do hereby guarantee and undertake to pay promptly to the Owner on demand any and all monies payable by the Buyer to the extent of ...................as aforesaid at any time upto.................* (DD/MM/YYYY) without any demur, reservation, contest, recourse or protest and /or without any reference to the Buyer. Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and the Buyer or any dispute pending before any court, tribunal or any other authority. The bank undertakes not to revoke this bank guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.
The Owner shall have the fullest liberty without affecting in anyway the liability of the bank under this guarantee from time to time to extend the time for performance of the contract by the Buyer. The Owner shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Buyer, and to exercise the same at any time any manner, and whether to enforce or to forbear or to enforce any covenants, contained or implied, in the contract between the Owner and the Buyer or any other course of remedy or security available to the Owner. The bank shall not be released of its obligation under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by a reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank.

The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the Buyer and notwithstanding any security or other guarantee that the Seller may have in relation to the Buyer’s liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to ....................... and it shall remain in force upto and including.......................*. and shall be extended from time to time for such period, as may be desired by M/s ......................... on whose behalf this guarantee has been given.

Dated this .................................................. day

Of.......................... 20................... at....................

Witness (Signature) ..................................

..................................

(Signature)
In witness whereof the …………………. Bank, through its authorized officer, has set its hand and seal on this …………………………………. day of …………………. ……………. 20….. … … at …………………….

Witness (Signature) ………………..

...........................................

(Signature) (Name) ………………………………………..

...........................................

.............................................................................................................. (Designation with Bank stamp)

...........................................................................

(Name) .............................................

.......................................................... Attorney

(Official Address) ........................................ Power of Attorney No. ...

Date...........

NOTE:

1. (*) The Date will be Three Months beyond the expiry of the Contract period as specified in the order.

2. The Bank Guarantee shall be from a bank as per provisions of bidding documents.

3. While getting the Bank Guarantee issued, Bidder is required to ensure compliance to the points mentioned in the Bank Guarantee Verification Check List in the bidding documents. Further, Bidder is required to fill up this check List and enclose the same with the Bank Guarantee.

4. The Stamp paper of appropriate value shall be purchased in the name of guarantee issuing bank or the party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on non-judicial Stamp paper of appropriate value as per Stamp act prevailing in the States where the BG is to be submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher.
Annexure-V(A)

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 ..............................................................

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details of Checks</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Is the BG on Non-judicial stamp paper of appropriate value, as per Stamp Act?</td>
<td></td>
</tr>
</tbody>
</table>
| 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 |        |
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td>In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank.</td>
</tr>
<tr>
<td>4.</td>
<td>Has the executing officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No., on the BG?</td>
</tr>
<tr>
<td>5.</td>
<td>Is each page of BG duly signed / initialed by executants and whether stamp of Bank is affixed thereon?</td>
</tr>
<tr>
<td>6.</td>
<td>Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed pro forma?</td>
</tr>
<tr>
<td>7.</td>
<td>Does the Bank Guarantee compare verbatim with the Pro forma prescribed in the Bidding Documents?</td>
</tr>
<tr>
<td>8.</td>
<td>Are the factual details such as Bidding Documents No. / Specification No., Amount of BG, validity of BG correctly mentioned in the BG?</td>
</tr>
<tr>
<td>9.</td>
<td>Whether overwriting / cutting, if any on the BG have been properly authenticated under signature &amp; seal of executants?</td>
</tr>
<tr>
<td>10.</td>
<td>Whether BG has been issued by a Bank in line with the provisions of Bidding Documents?</td>
</tr>
<tr>
<td>11.</td>
<td>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?</td>
</tr>
</tbody>
</table>

**Signature of Bidder**

Name ...........................................

Designation .................................

Seal ............................................
Annexure – VI
(Pro forma for extension of Bank Guarantee)
(To be stamped in accordance with Stamp Act)
(The stamp paper should be in the name of issuing bank)

Ref. No.              Date:

To,

NTPC LIMITED-BONGAIGAON

Address:

Dear Sirs,

Sub : Extension of Bank Guarantee No……………………………… dtd……………… for Rs………………… favouring yourselves, expiring on …………. Account of M/s……………………………… in respect of contract No……………… dtd…………….. (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. ………………………. dtd………….. for a further period of ……………………………… years/months from ………………… to expire on ………………..

Except as provided above, all other terms and conditions of the original bank guarantee No…………….. dtd……………… shall remain unaltered and binding.

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

Yours faithfully,

Signature ……………………………………

Name ……………………………………………

Designation  ………………………

Authorised Vide Power of Attorney No........................

Dated _____________

SEAL OF BANK

NOTE : The stamp paper of appropriate value should be purchased in the name of the bank who has issued bank guarantee.
Annexure – VII

List of the Banks for
SUBMISSION OF BANK GUARANTEE AS CONTRACT PERFORMANCE GUARANTEE

UPDATED SCHEDULED COMMERCIAL BANK LIST

A SBI AND ASSOCIATES

1. State Bank of India
2. State Bank of Bikaner & Jaipur
3. State Bank of Hyderabad
4. State Bank of Mysore
5. State Bank of Patiala
6. State Bank of Travancore

B NATIONALISED BANKS

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

C SCHEDULED FOREIGN BANKS
1. Bank of America NA
2. BNP Paribas
3. Crédit Agricole Corporate and Investment Bank
4. Citi Bank N.A.
5. Deutsche Bank A.G
6. The HongKong and Shangai Banking Corporation Ltd
8. Societe Generale
9. Barclays Bank
10. Bank of Nova Scotia
11. DBS Bank Ltd.
12. The Bank of Tokyo –Mitsubishi UFJ Ltd.

D SCHEDULED PRIVATE BANKS
1. ING Vysya Bank Ltd
2. ICICI Bank Ltd
3. HDFC Bank Ltd
4. Axis Bank Ltd.

5. Yes Bank Ltd. (Up to 30.09.2015)

**E OTHER PUBLIC SECTOR BANKS**

1. IDBI Bank Ltd.
Letter of Award

To,

Sub: - Award letter for “Supply of Fly Ash” from NTPC BONGAIGAON

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 Bidders.
      General conditions of Contract.
      Special conditions of Contract
      Annexure.

c) E tender catalogue/document as published

d) Your offer submitted vide Ref. No. _____dated __________

2.0 We are pleased to accept your above mentioned offer and allocate you _____MT / Annum of Dry Fly Ash from ESP Hopper/ Ash Silo of Unit 1,2,& 3 ( 3X250 MW ) of NTPC BgTPP for a period of 01 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 Contract & Special Conditions of Contract, E tender Catalogue / bid 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 BgTPP.

a) **Contract Period:**

i) The contract shall be effective from the date of issue of this LOA.

ii) The completion date of contract is ______.

b) **Period of Supply:**

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

c) **Price:**

The price of Fly Ash is Rs._____ /MT (exclusive of all taxes & duties).

(Price revision clause (see Annex XI) if applicable may be mentioned here).

d) **Taxes & Duties:**

The buyer 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. Such liabilities if any shall be paid by the buyer extra at actuals.

e) **Price Adjustment:**

The price of Fly Ash indicated at Para 3 (c) shall remain firm for a period of one year.

(Price revision clause if applicable (see Annex XI) may be mentioned here).
f) **Consideration payable by the Buyer:**

Allocated quantity of Fly Ash for any year shall be divided into monthly quantity & amount payable based on this monthly quantity is to be deposited in advance (along with taxes and duties as applicable) in the form of RTGS/Demand Draft in favor of NTPC Limited payable at Salakati for the quantity of Fly Ash to be lifted in next month.

g) **Contract Performance Guarantee (CPG):**

i) Contract Performance Guarantee (CPG) of Rs._____/- [Rupees ___ Only] @ 10% of the value [Rs.__/-] of 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 favor of NTPC Limited payable at Salakati.

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.

h) **Submission of Statutory Form.**

Any Statutory form for claiming rebate shall be submitted by the buyer to the supplier for claiming such rebate. In case buyer fails to submit within 01 month of designated quarter, GST will be charged at full applicable rates.

4.0 **Compensation against shortfall & Termination of Contract:**

a) **Compensation against shortfall during regular off-take:**
Compensation against Shortfall during off-take will be governed as per clause No. 60 of Special Conditions of Supply of contract document.

b) **Termination of Contract:**
Termination of Contract will be governed as per clause No. 61 of Special Conditions of Supply of contract document.
5.0 **Delivery point:**
   a) NTPC BgTPP would deliver fly ash from the discharge chute of designated Ash Silos of Unit 1, 2 & 3 (3 x 250 MW) of Bongaigaon Thermal Power Project.
   
b) Fly ash shall be considered to have been delivered as it passes into the buyer’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 BgTPP 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 BONGAIGAON 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 buyer wants to depute an agent/transporter on its behalf.
11.0 **End Use Certificate:**

Buyer shall invariably submit the certificate of the end use of Fly Ash on yearly basis and also furnish any information required by NTPC BONGAIGAON related to ash lifting.

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

13.0 Only **Guwahati High Court** shall have the exclusive jurisdiction in all matters pertaining to the supply.

14.0 **Engineer-In-Charge:**

Sh. E.Ngullie -DGM (AUD & EMG) will be the Engineer- In-Charge for the contract.

15.0 **Bank Details of NTPC (in case of RTGS) for payments above Rs.5.0 lakhs (if applicable):**

Name of the Bank: State Bank of India

Branch Address: Redfort Capital, Parsvnath Towers, New Delhi – 110001

Name of the Account: NTPC Limited

IFSC Code: SBIN0017313

Current Account No: 34507866507

**Bank details of NTPC BgTPP for payments below Rs.5.0 lakhs (if applicable)**

Name of the Bank: State Bank of India

Branch Address: Salakati, NTPC Complex, Dist: Kokrajhar, Assam-783369

Name of the Account: NTPC Limited

IFSC Code: SBIN0005400

Current Account No: 35796583020

16.0 **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.

Signed by & on behalf of NTPC BONGAIGAON

**Encl.:** Booklet containing Special Conditions of Supply (SCS), General Conditions of Supply (GCS) and other terms & conditions.

**Registered Office:**
Annexure – IX
(On official letter head of the Company)

Bidder Details
(For submission along with documents)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Bidder</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Status (Company / Individual / Partnership firm)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Registered Address</td>
<td></td>
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<tr>
<td></td>
<td>Telephone No.</td>
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<td></td>
<td>Fax No.</td>
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<tr>
<td>4</td>
<td>Communication Address</td>
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<td></td>
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<tr>
<td></td>
<td>Fax No.</td>
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<tr>
<td>5</td>
<td>LST / CST/GST/ TIN No.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Shipping Address for Fly Ash</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Authorized Person Details</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>--------------------------</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Name of the Authorized Person</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Address for Communication</td>
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</tr>
<tr>
<td>4</td>
<td>Telephone No.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Email Id</td>
<td></td>
</tr>
</tbody>
</table>

For and on behalf of ______________

Signature : 

(Authorized Representative)

Name : 

Designation :
SUPPLY OF FLY ASH FROM NTPC BONGAIGAON THERMAL POWER PROJECT, BONGAIGAON (Bid Doc Ref. No: - NTPC/ASH- SUPPLY/DOM/BONGAIGAON/15-16/01)

To
NTPC LIMITED-BONGAIGAON
Address

Dear Sir,

We have read the contents of the Fraud Prevention Policy of NTPC BONGAIGAON 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.

Yours faithfully,

Date : .................................................................
(Signature).........................................................

Place : .................................................................
(Printed Name)......................................................
(Designation)......................................................
(Common Seal).....................................................
Annexure XI

Price Revision clause

In case the contract awarded is for more than one year, price revision clause is to be applied as per procedure/formula below:

The price of fly ash for the quantity awarded for 1st year i.e. from date of scheduled commencement of business till completion of one year will be at the discovered/awarded price. Thereafter price will be adjusted after completion of one year and the revised price as obtained as per formula below (based on WPI of grey cement with Base 2004-2005=100*) and shall be applicable from the 1st day of the subsequent month (after completion of first year) and valid till completion of another year. Thereafter again price shall be revised as per formula below and valid for one year and so on as applicable:

FAP new = (FAP old X WPI new)/ WPI old

FAP new = Adjusted awarded/revised price for the ith contract year (i=2,3 or as applicable till completion of contract).
FAP old = The base price as discovered/awarded and applicable for the 1st year of the contract.
WPI new = The All India wholesale price index of grey cement (Base 2004-2005=100)* published during the month of completion of one year of contract #
WPI old = All India wholesale price index of grey cement (Base 2004-2005=100)* for the month the bid was opened.

(*The present Base year 2004-2005=100 whenever revised by Govt. of India will be adopted accordingly).

NB: 1) Data regarding all India wholesale price index for cement (WPI) for calculation shall be taken from Bulletins of Commerce Ministry and as available at website www.eaindustry.nic.in.

2) All statutory duties / taxes / levies shall be charged extra.

# for Ex. WPInew published in the month of completion of one year of contract is the provisional WPI of the previous month. This provisional WPI (for the previous month) will be considered for revising the price as per formula mentioned above and this revised price shall be valid for the second year. There shall be no further revision of the price on account of the provisional WPInew (as mentioned in the 1st line of the Para) becoming final WPInew. Similarly price revision shall be carried out for the third year and so on.
Annexure XII

Few aspects relating to transportation of fly ash by rail is elaborated for incorporation, if required / applicable

1.0 In case, rail loading facility is already available at a PROJECT, necessary terms & conditions related to rail loading may be decided by the PROJECT.

Few points have been elaborated w.r.t rail transportation which may not be exhaustive. PROJECT may utilize the points or decide alternatively.

2.0 Rail wagons/rake to be arranged by the buyer.
2.1 Loco may be provided by the supplier for hauling of rake from the exchange yard of the PROJECT to the silos for loading fly ash, then weigh and back to exchange yard on chargeable basis (charges to be calculated by the PROJECT).
2.2 Rail loading can either be through bags (50 kgs or one tonne) or bulk loading. For transportation of fly ash by rail by the awardees, all permissions/authorization for loading and all charges / taxes / duties / demurrage / levies etc. towards the same will be to the account of the buyer. However where inputs are required by Railways from NTPC, the same shall be done by NTPC. Further, in case where loading of fly ash is delayed due to technical or due to any other problem of NTPC, demurrage charges may be borne by NTPC i.e. normally related to bulk or one tonne bag loading. Loading of 50kg bags should be the Contractors responsibility and demurrages charges, etc if any shall be to his account.
2.3 Before commencement of supply of fly ash by rail, the buyer will be required to submit an additional guarantee in the form of RTGS/DD in favor of **NTPC Limited, Bongaigaon or BG of requisite value as decided by the supplier as security to cover any possible demurrage or other charges (say transportation etc.) as levied by railways to NTPC.

2.4 Additional factors for facilitating transportation by rail:
   a) Buyers are encouraged to send their own private rakes especially initially to streamline the process so as to avoid demmurage charges.
   b) In case railway owned rakes are sent, PROJECT may assess for demurrage and any other possible (overload penalty) charges and insist or negotiate as far as possible that buyer shall be liable for payment of demurrage charges etc. at both loading and unloading end initially till the process is streamlined. However in case the buyer does not agree, and in order to explore transportation of fly ash by rail, conditions as mentioned in para 2.2 above or as decided by the PROJECT may be followed. Thereafter, PROJECT may decide accordingly.
   c) If only one party is awarded for transportation of fly ash by rail, the buyer shall obtain co-user permission from railways and place indent for supply of fly ash by rail.
d) If more than one party is awarded for supply of fly ash by rail, a ‘forum’ (a consortium) may be formed of all the rail awarded parties, which will become co–user to NTPC and place indent to the railways on behalf of each member as per requirement. Any other modus operandi as suggested by Railways or as possible may be followed.

3.0 EIC to coordinate and finalize the process of supply of fly ash by rail as per above and/or in consultation with Railways.

NB:

1) The above may be suitably modified for the PROJECT and additions / deletions if any may be done based on actual conditions and requirement and in consultation with railways.

2) In case where transportation of fly ash is expected to commence by rail during the currency of the contract, a clause related to transportation by rail may be included in the bid document.
GUIDELINES FOR LOADING, UNLOADING AND NUISANCE FREE TRANSPORTATION OF ALL TYPES OF FLYASH, INCLUDING BOTTOM ASH ETC. GENERATED BY THERMAL POWER STATIONS

Central Pollution Control Board
Delhi
December 2013
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Chapter</th>
<th>Page Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Introduction</td>
<td>3</td>
</tr>
<tr>
<td>2.0</td>
<td>The Committee</td>
<td>4</td>
</tr>
<tr>
<td>3.0</td>
<td>Flyash utilisation</td>
<td>4</td>
</tr>
<tr>
<td>4.0</td>
<td>Current Practice for Handling &amp; Disposal of Flyash &amp; Bottom ash (within the power plant)</td>
<td>5</td>
</tr>
<tr>
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<td>Modes for loading, unloading and transportation of flyash, bottom ash &amp; pond ash for utilisation (Outside the power plant)</td>
<td>6</td>
</tr>
<tr>
<td>6.0</td>
<td>Environmental issues</td>
<td>8</td>
</tr>
<tr>
<td>7.0</td>
<td>Guidelines for loading, unloading, storage, transportation of flyash</td>
<td>8</td>
</tr>
<tr>
<td>7.1</td>
<td>Maximize dry collection of fly ash and bottom ash</td>
<td>8</td>
</tr>
<tr>
<td>7.2</td>
<td>Loading, unloading and storage</td>
<td>9</td>
</tr>
<tr>
<td>7.3</td>
<td>Transportation</td>
<td>10</td>
</tr>
<tr>
<td>7.4</td>
<td>Code of practice for general maintenance of Haulage roads, vehicles and conditioning of flyash</td>
<td>11</td>
</tr>
</tbody>
</table>
1.0 Introduction

Indian coal is generally of low grade having high ash content ranging from 40 - 48% and thus large quantity of ash is being generated at coal/lignite based Thermal Power Stations in the country, which is the source of pollution of both air and water. During 2012-13 about 163 million tonnes of flyash was generated. It is expected that during 12th & 13th Plans, more than 100000 MW power generation capacity is likely to be added which would be resulting in an increase of ash generation by about two folds by the year 2022. The quantum of fly ash to be handled, therefore, would be much more than in the past.

As per the conventional practices, ash is disposed in slurry form to the ash ponds and the overflow from the ash pond after adequate settling time used to be discharged in nearby water bodies. This mode of ash disposal was not only causes air & water pollution but also requires large land area for its disposal. However, after implementation of the recommendations made under Corporate Responsibility for Environmental Protection (CREP) in the year 2003, power plants have been asked to stop discharge of ash pond overflow water and recycle it back to the plant for different usages.

1.1 To protect the environment, conserve top soil and prevent dumping & disposal of ash generated from coal/lignite based fired thermal power plants on land and for restricting the excavation of top soil for manufacturing of bricks and building materials, Ministry of Environment & Forests, Government of India issued directions vide Notification nos. S.O 763 (E) dated September 14, 1999 and as amended in the years 2003 & 2009 (S.O. 979 (E) & 2804 (E) dated August 27, 2003 & November 03, 2009 respectively) to use hundred percent of flyash generated by thermal power plants in a time bound manner. The Notification also emphasized that flyash shall be utilised for manufacturing of bricks, tiles, cement, concrete etc., construction of roads within 100 kms radius from thermal power plants and backfilling/reclamation of abandoned mines/quarry (both underground and open cast) shall be done with flyash, if located within 50 kms radius from thermal power plants.

1.2 As per the 2009 Notification on flyash utilisation, transportation of flyash should be in an environmentally sound manner. Flyash is categorised as high volume low effect waste under Hazardous Waste (Management & Handling) Rules, 2008 (S.O. 2265 (E) dated September 24, 2008) and thus excluded from the category of Hazardous waste. The guidelines for transportation of flyash have not been prepared by Central Pollution Control Board, so far. However, the consent under Air (prevention & Control of Pollution) Act, 1981 issued by State Pollution Control Boards envisages that flyash should be transported in an environmentally friendly manner.
1.3 The Hon'ble Supreme Court of India in its Order dated August 13, 2013 & September 24, 2013, in the matter of Damodar Valley Corporation & Ors Vs BKB Transport (P) Ltd. & Company, SLA No. 30381 of 2011, directed CPCB to frame guidelines for loading, unloading, utilization and nuisance free transportation of all types of flyash, including flyash, bottom ash etc. generated by thermal power stations prepared at the earliest. In line with the directions of Hon'ble Supreme Court, CPCB accordingly constituted a Committee to prepare the desired guidelines.

2.0 The Committee

To evaluate and suggest all aspects of handling and transportation of flyash like, in plant handling/storage, transportation to the user's/disposal site, road and rail tankers, transfer by boats, barges for export, closed tankers etc, a Committee under the chairmanship of Sh. T.K. Dhar, Former Executive Director (Environment and R&R), NTPC was constituted vide Office Order dated October 07, 2013. The composition and Terms of Reference (ToR) of the Committee are given in Annexure I.

The committee met on October 23, 2013 & November 21, 2103 at CPCB, Delhi. The committee discussed the current practices for handling and disposal of flyash & bottom ash, its utilisation and transportation modes and environmental issues involved. Based on the suggestions and recommendation of the Committee, guidelines on loading, unloading and transportation of flyash, bottom ash & pond ash were prepared.

3.0 Flyash Utilisation

3.1 Utilisation of Flyash gained momentum only after enactment of Notification by the Ministry of Environment & Forests, Government of India in the year 1999. During the past decade, flyash utilisation has increased by more than six folds from 9% (1996-97) to about 61% in the year 2012-13 (source: CEA). The major modes of flyash utilisation are as under:

- Cement manufacturing: 41%
- Ash Dyke raising: 12%
- Reclamation of Low lying areas: 11%
- Road construction: 9%
- Brick manufacturing: 9%
- Backfilling in Mines: 10%
- Others: 11%
Flyash is also being exported at few thermal power plants to nearby countries such as Bangladesh and Dubai.

The balance flyash is stored into ash ponds. The filled - in abandoned ash ponds or ash mounds are reclaimed with top soil cover and development of green belt (by planting local species) over it.

3.2 Though, flyash utilisation has gained momentum progressively over the years, however, still further efforts required to explore new areas of ash utilisation. With suitable safeguards, mine backfilling including disposal of flyash in abandoned queries and road construction especially in the Construction of National Highways and Expressways could be the major mode of flyash utilisation in the near future as these areas have vast potential. It would perhaps be desirable that Ministry of Environment & Forests, Government of India with feedbacks from CPCB and other SPCBs takes periodic reviews with the concerned Ministries for sorting out the bottlenecks such as declaring a list of abandoned mines, making adequate provisions in respective schedules for flyash utilisation by the Indian Road Congress & construction agencies etc.

4.0 Current Practice for Handling & Disposal of Flyash & Bottom ash (within the power plant)

Flyash is collected in dry form from ESP hopper and disposed either in dry form or through wet slurry form. While, bottom ash falls from the bottom of the boiler is disposed in wet slurry form into the ash ponds.
Following technologies are conventionally used for handling & disposal of flyash and bottom ash from ESPs Hoppers and Boiler bottom within the plant or upto the ash pond area:

- Pneumatic conveying
- Lean slurry disposal system
- Medium Concentration slurry disposal system
- High Concentration slurry disposal system
- Dry (moist) Conveying system through belt conveyor/tube belt conveyer

Amongst the above technologies, Pneumatic conveying, Medium Concentration slurry disposal system, High Concentration slurry disposal system, Dry (moist) Conveying system through belt conveyor/tube belt conveyer are recommended.

The dry ash is typically conveyed pneumatically from the ESP or filter fabric Hoppers to storage silos where it is kept dry, pending utilization or further processing, or to a system where the dry ash is mixed with water and conveyed (sluiced) to an on-site storage pond.

The dry ash collected is normally stored and handled using equipment and procedures similar to those used for handling portland cement:

- Fly ash is stored in silos, domes and other bulk storage facilities
- Fly ash can be transferred using air slides, bucket conveyors and screw conveyors, or it can be pneumatically conveyed through pipelines under positive or negative pressure conditions
- Dry fly ash collected can also be suitably moistened with water and wetting agents, as applicable, using specialized equipment (conditioned) and hauled in covered dump trucks for such special applications as structural fills. Water conditioned fly ash can also be suitably stockpiled at jobsites. Exposed stockpiled material must be kept moist or suitably covered to prevent fugitive emission.

5.0 Modes for loading, unloading and transportation of flyash, bottom ash & pond ash for utilisation (Outside the power plant)

Existing practices

Flyash is generally transported either from flyash Silo or from ash pond upto distances varying from less than 1 Km to 50 Kms using the following modes of transportation:
5.1 Flyash or pond ash is generally transported by tractor trollies or trucks by the brick manufacturers and road construction agencies depending upon the requirement and distance of transport. Loading and unloading of flyash or pond ash is done mechanically which are likely to cause pollution by way of fugitive emission or spillages during loading, unloading and transportation.

5.2 As cement plants need dry flyash, some of the power plants earlier made arrangement for loading of flyash in the trucks directly from ESP hoppers which used to cause severe air pollution due to fugitive dust emission. To overcome the fugitive dust emission problem, cement plants thereafter constructed silos for intermediate collection and storage of flyash on their own inside the premises of thermal power plants whereby flyash was transferred directly from ESP hoppers pneumatically and loaded into the trucks through telescopic chute which curbs fugitive emission during loading. As a follow up of the recommendations of CPCB under Corporate Responsibility for Environmental Protection (CREP), thermal power plants subsequently took initiatives to construct silos for intermediate storage of dry flyash and made arrangements for proper loading of flyash to the trucks. Flyash from these silos after loading is transported to the cement plants either by Bulkers or by Trucks covered with tarpaulins.

5.3 Flyash is also transported to abandoned mines by trucks covered suitably with tarpaulins. Talcher Thermal Power Plant of NTPC is currently transporting fly ash slurry to the abandoned mine pit through a pipeline to a distance of about 3 kms. However, due to non-availability of abandoned mines, mine backfilling using flyash is being done in very few thermal power plants. As per the 2009 notification, flyash disposal in abandoned mines or quarry should be done.
under the guidance of Director General of Mine Safety (DGMS) and the power plant authorities shall regularly monitor the ground water in the surrounding area to assess ground water contamination, if any.

6.0 Environmental issues

During transportation of flyash, fugitive dust emission is bound to arise if proper and adequate measures are not taken. Loading, unloading of flyash in carriage vehicles, movement of vehicles on haulage road if water sprinkling is not resorted to and wheels of vehicles are major sources of fugitive dust emission. Flyash may also become air borne, if trucks/tankers are overfilled, and not adequately covered at top.

7.0 Guidelines for loading, unloading, storage, transportation of flyash

Based on the present modes of flyash utilisation and to augment flyash utilisation in future, the committee is of the view that there is an imperative need to explore future possibilities in other areas which are yet to be exploited to increase flyash utilisation. The power plants need to maximise dry collection of fly ash & bottom ash besides adopting adequate measures to prevent fugitive dust emission during loading, unloading, storage, transportation and various uses of dry as well as ash from ash pond. Following guidelines are, therefore, suggested for prevention of pollution and augmentation of flyash utilisation.

7.1 Maximise dry collection of fly ash and bottom ash

The implementation of following suggestions depend upon the requirement of end users of flyash/bottom ash:

a. Coarse fly ash from first field of ESP Hoppers need to be collected and stored separately in to the coarse fly ash silo.

b. Fine flyash from second field onwards of ESP Hoppers should be collected separately. For some specific usage, fine flyash may be passed through Classifier for further separation of fine fly ash and stored in separate silo.

c. Bottom ash which is not utilised presently could also be collected in dry form and converted into a valuable resource if processed to match the end use specification. The dry bottom ash removal and its transportation is certainly more environment friendly, compared to that of wet ash removal and transport system. Wet collection & disposal of bottom ash should be minimised as far as possible.
7.2 Loading, Unloading and Storage

Installation of Bag Filters with dry fly ash collection and storage in Silos at loading and unloading points are standard practices at both locations. Loading at power plant site as well as at the unloading point at user's site. Suggestions for further improvement in existing practices are as under:

a. Current practice of loading of fly ash in Bulkers / Tankers requires improvement at the stage of loading of fly ash in Tankers. The opening telescopic chutes should be closed and confined to avoid fugitive dust emission.

b. The Pollution Control Equipment / Cascade Filters, attached with fly ash loading Chutes should be periodically cleaned along with regular scheduled maintenance of Bag Filter to avoid choking and malfunctioning of Bag Filter. It would mitigate the dust emission during loading of fly ash.

c. Malfunctioning of level sensors can be avoided, with regular maintenance, to prevent over filling of fly ash in Tankers.

d. The Weigh Bridge to be installed under fly ash loading chute to fill just the required quantity of fly ash in Tankers so that rejection and emptying out of fly ash in open areas is avoided which otherwise results in heavy fugitive emission all around.

e. Opening of Tankers need to be closed and properly locked during transportation of fly ash. Automatic opening / close system need to be installed without fail.

f. Current practice of unloading of fly ash from Tanker to Storage Hopper through pneumatic system is certainly good. But it has, however, been observed that the leakage of fly ash occur at bends and joints of transportation pipe line. The fly ash being abrasive in nature causes damage at bends and joint locations. Fly ash should, therefore be transported through PVC coated MS pipes to avoid the abrasion. Otherwise it may lead to leakage of fly ash. The mechanical unloading system should be envisaged to avoid high pressure, more power consumption and dust leakage from unloading pipe lines. As far as possible, number of bends should be minimised.

g. The fly ash storage silo should be made up of anti-abrasive or anti-corrosive material. It is preferred to provide concrete silo/hopper to avoid leakages.

h. The bottom ash discharged from boiler bed, may be transported pneumatically in dry form / in slurry form to the ash pond.
i. Proper functioning of all the level sensor of Storage Hopper has to be ensured to avoid any possible spillage from Hopper opening.

j. The Bag Filter made of anti-abrasive material/cloth be provided with telescopic chute.

k. Dumping of ash in Ash pond should be loaded mechanically in moist condition so that the ash does not get air borne and pose fugitive dust problem.

7.3 Transportation

Flyash transportation has many challenges like distance to be transported, form of ash i.e. dry or wet ash, user’s requirement, economic feasibility, requirement of surrounding vicinity and many more site specific issues. Over and above, in any case control of dust emission during transportation is prime concern and more challenging being a non-point source of pollution and larger area coverage due to movement from one place to other passing through various receptors. As flyash is used by different users for different purpose such as cement manufacturing, brick manufacturing, mine back filling, road construction and filling of low lying area, the handling and transportation have to accordingly suggested. Following modes of transportation and precautions, to avoid fugitive dust emission are, therefore, suggested for different end users of flyash or bottom ash as the case may be:

a. Cement/Asbestos manufacturing

I. Specially designed Road Tankers/ Bulkers or mechanically designed covered Trucks and provided with automatic loading and unloading through compressor/vacuum pumps mounted on the tankers need only to be used

II. Special designed railway wagons similar to Bulkers/Tankers need to be used for transportation

III. Dedicated boats and bargers should only carry flyash containers for transportation of flyash. Specially designed jetty with automatic loading and unloading system for transportation of flyash from silo to container should be developed.

b. Flyash based Brick, Tiles, Blocks etc. manufacturing:

I. Tankers/ Bulkers or mechanically designed covered Trucks need to be used

II. Tractor trolleys with box type cover on top with hydraulic unloading system need only to be deployed for transportation of dry or wet fly ash, while traversing through habilitated areas otherwise, Tractor trolleys suitably covered with good quality of tarpaulin (made of HDPE) could be allowed to transport flyash for shorter distance say upto a distance of about 10 Kms.
c. **Mine/abandoned quarry back filling**

I. Tankers/ Bulkers or mechanically designed covered Trucks need to be used.

II. Pipe conveyors, wherever feasible, based on the topography of the area should be used.

III. Thermal Power Plants using wet ash disposal, if permitted can transport ash slurry directly to abandoned mine through ash slurry pipe line.

d. **Road construction and filling of low lying area**

I. Tankers/ Bulkers or mechanically designed covered Trucks need to be used.

e. **Other miscellaneous purposes**

I. Tankers/ Bulkers or mechanically designed covered Trucks need only to be used.

7.3.1 The user agency shall obtain prior approval of design of Road Tankers/ Bulkers or mechanically covered Trucks, as the case may be, from the concerned State Pollution Control Board.

In no case, flyash or bottom ash shall be allowed to be transported by open trucks/trolleys irrespective of distance or end use.

7.4 **Code of Practices for general maintenance of roads, vehicles and conditioning of flyash**

a. Thermal power plants and use agency collectively shall ensure that flyash is transported in environmentally sound manner following the guidelines prescribed by CPCB.

b. Roads inside power plant and that of flyash user agency should be paved and plantation of adequate width should be done at both sides. Mechanised Road Sweepers should be deployed. In addition, adequate arrangements for water sprinkling should be made to suppress fugitive dust emission, if any generated.

c. Thermal power plants and user agencies should make arrangements (two stages) for washing of wheels of the vehicles (Bulkers/trucks) before they leave out for the main road.
d. Residual ash to be transported should be conditioned with water to maintain minimum 15% moisture at the disposal point so that ash does not get airborne and cause fugitive emission.

e. Adequate free board in trucks should be kept to avoid overflow/spillage during transportation.

f. In case of any spillage enroute during transportation of flyash, the agency shall ensure that spilled ash is collected and transported to the disposal/usage site immediately.

g. All the bulkers and trucks responsible for carrying flyash should have valid Pollution Under Control certificates.

h. The speed limit of vehicles carrying flyash should be strictly enforced and in no case same shall exceed 40 km per hour.

i. State Pollution Control Boardsshall indicate clearly mode of transportation and method of loading and unloading while granting the consent.

j. Transportation of flyash through thickly populated areas should be avoided as far as possible.

k. General awareness/training programmes be organised regularly for tanker operating staff like drivers and cleaners on the impact of hazards of fly ash.