

**ARAVALI POWER COMPANY LIMITED  
(A JOINT VENTURE OF NTPC LIMITED, HPGCL & IPGCL)**



**BID DOCUMENT**

**FOR**

**Sale of Gypsum Produced from Flue Gas Desulphurization Plant**

**At**

**INDIRA GANDHI SUPER THERMAL POWER PROJECT  
Stage-I**

**SPECIFICATION NO.**

**IGSTPP/CS/25-26/CRN- 4469**

**ARAVALI POWER COMPANY PRIVATE LIMITED  
INDIRA GANDHI SUPER THERMAL POWER STATION  
V P O JHARLI, TEH- MATANHAIL  
DIST – JHAJJAR – 124141  
HARYANA**

**Through**

**M/s MSTC Limited**

**SECTION - I**

**INVITATION FOR BIDS (IFB)**

**ARAVALI POWER COMPANY PRIVATE LIMITED- IGSTPP JHARLI**  
**INVITATION FOR BIDS**  
**FOR**  
**SALE OF GYPSUM PRODUCED FROM FLUE GAS DESULPHURIZATION PLANT AT**  
**INDIRA GANDHI SUPER THERMAL POWER STATION**  
**IN JHAJJAR DISTRICT OF HARYANA STATE**  
**THROUGH**  
**M/s MSTC Limited**

**Bidding Document No.: IGSTPP/CS/25-26/CRN-4469**

**Date:05.08.25**

**1.0 Introduction:**

ARAVALI POWER COMPANY PRIVATE LIMITED (APCPL), a Joint Venture Company of NTPC Ltd., HPGCL & IPGCL, having its Registered Office at NTPC Bhawan, Core – 7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110003 (henceforth referred to as APCPL/ Owner / Seller which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) intends to sell gypsum generated from the FGD (Flue Gas Desulfurization unit) of 3 x 500 MW Stage-I units of Indira Gandhi Super Thermal Power Project (IGSTPP).

To facilitate the sale of FGD gypsum from APCPL/IGSTPP, APCPL invites Gypsum End users/Traders/Corporations/other interested buyers as potential bidders through this bid document.

**2.0 Scope of Work:**

**Scope of work for Buyer**

- i. The FGD Gypsum shall be sold to the interested buyers from the designated delivery point(s) i.e., gypsum storage facility of APCPL station (IGSTPP Plant, Jharli Jhajjar) on as-is-where-is basis.
- ii. The buyer shall make all other arrangements, including deployment of vehicles as per requirement, for taking delivery on his own.
- iii. The buyer shall adhere to the extant Gate entry/exit system being followed at APCPL.
- iv. The buyer shall take weighment of Gypsum in the designated weigh bridge of APCPL at the station premise.
- v. Transportation of gypsum from the APCPL station to the destination shall be done by the Buyer at its own risk & cost.
- vi. The Buyer shall be liable and responsible for payment of all statutory levies in the form of taxes, duties etc. on the sale of gypsum. Such statutory liabilities, if any, shall be in scope of buyer and no reimbursement towards the same shall be made by APCPL.
- vii. The buyer shall also make necessary arrangement during transportation to prevent fugitive emission/ spillage of Gypsum as per the extant government norms at its own cost.

**Scope of work for APCPL**

- i. Loading of gypsum in the trucks of the buyer shall be done by APCPL through backhoe loader/JCB/ other existing facility only. If any other method of loading is desired by the buyer, the same has to be arranged by the buyer at his cost.
- ii. The total quantity of Gypsum in MT from the Station, available for sale tentatively is as per details given hereunder:

Power Station/ Location	Estimated Quantity Available	Gypsum quality to be supplied	Period of Supply
INDIRA GANDHI SUPER THERMAL POWER PROJECT, Tehsil-MATANHAIL Distt.-Jhajjar (HR), Situated 75 Kms. (approx.) from Bahadurgarh & 100 Kms. (approx.) from New Delhi	150,000 MT	Purity of Gypsum shall be as per Clause-5 of Scope of work and special conditions of contract.	12 Months (tentative start date 10.09.2025)

### 3.0 A. Bidding details:

Bid Document Number		IGSTPP/CS/25-26/CRN- 4469
e-Tender / Auction Catalogue number		As per M/s MSTC Limited e-Auction
Period of supply		12 Months (tentative start date 08.09.2024)
Period of availability of bid document for		As per M/s MSTC Limited e-Auction
(i)	Registration with MSTC	To be done well in advance and before the last date of submission of Qualifying Requirement Document
(ii)	Submission of EMD	As per M/s MSTC Limited e-Auction details [Pre Bid EMD to be remitted in favour of M/s MSTC Limited] The pre-bid EMD amount of the successful bidders shall be forwarded to APCPL by M/s MSTC Limited
(iii)	Submission of Required documents	As per M/s MSTC Limited e-Auction / details mentioned in the tender documents. <b>All the documents are to be submitted online at M/s MSTC Portal</b>
Submission of Bids		As per M/s MSTC Limited e-Auction details
Bid Security		EMD @ INR 24 /- per MT [with minimum amount of INR 1,20,000 /- for 5,000 MT] The pre-Bid EMD / Bid Security of successful Bidder (s) shall be returned / adjusted by APCPL against the amount payable by the bidders for offtake quantities.
Minimum quantity for bidding		5,000 MT
Minimum quantity increment		500 MT
Start Price / Floor Price		INR 1200/- per MT
Evaluation Criteria of Bids		Price Discovery and Quantity for allocation. FGD - Gypsum available is being auctioned on "Bucket Filling" concept / forward auction process

#### **4.0 Eligibility for Bid Participation:**

Any buyer who

- a) is Indian entity
- b) are registered as per specified guidelines for registration with M/s MSTC Limited has submitted the tender fee as per applicable terms.
- c) has submitted the Bid Security /EMD to M/s MSTC as per the applicable terms.
- d) have submitted documents [online at M/s MSTC Portal, as per tender documents] before the last day of submission of documents as per clause 05 below and found correct as per terms and conditions of the e-Auction / bid document along with all relevant Annexures duly filled.

#### **5.0 Documents to be Submitted [online]:**

- PAN CARD
- GST Registration, as may be applicable
- Company Registration, as may be applicable
- Check List for Submission of Documents along With Bid
- Bidder Details and Certificate of Compliance to all provisions of Bidding Documents
- Form of Acceptance of Fraud Prevention Policy
- Declaration on Debarment Policy

**Bids are liable to be rejected if documentation is not complete.**

**All the documents are to be submitted 'ONLINE' at M/s MSTC Limited portal ONLY.**

**Documents of any prospective bidders received offline / through e-Mail / Other means at APCPL Location / s will not be entertained and considered by APCPL for evaluation. However, in case of shortfall in the submitted documents, APCPL at its sole discretion, may solicit the shortfall documents from the bidders who have uploaded the documents at e-auction platform against the subject e-Auction.**

#### **6.0 Submission of Bids:**

Bids are to be submitted by the buyer online in the MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com), within the bid submission time as per time schedule indicated in the M/s MSTC Limited e-Auction.

#### **7.0 Bid Security / EMD and Tender Fee:**

Bid Security / Pre-Bid EMD @ INR 24/- per MT [with minimum amount of INR 1,20,000/- for 5,000 MT]

All bids must be accompanied by Bid Security / Pre-Bid EMD. In case of non-receipt of Bid

Security / Pre- Bid EMD by M/s MSTC Limited before the deadline stipulated, on any account what-so-ever, the respective agency's shall not be allowed to bid under e-auction on M/s MSTC Limited portal and neither APCPL nor M/s MSTC Limited shall bear any responsibility on this account.

The pre-Bid EMD / Bid Security of successful Bidder (s) shall be returned / adjusted by APCPL against the amount payable by the bidders for offtake quantities [only after submission of requisite amount of Contract Performance Guarantee (CPG) / Security Deposit].

#### **8.0 Minimum quantity for bidding:**

5,000 MT (Five Thousand Metric Tonne). The minimum quantity increment should be 500 MT or in multiples of 500 MT only.

#### **9.0 Floor Price/Reserve Price:**

The minimum Floor Price of Gypsum is INR 1200/- per Metric Ton (Rupees One Thousand Two Hundred only per Metric Tonne).

#### **10.0 Evaluation Criteria of Bids [Price Discovery and Quantity for allocation]:**

Gypsum available is being auctioned on "Bucket Filling" concept / forward auction process.

#### **11.0 Award Criteria:**

The bidder shall be awarded the quantity on the quoted price as per clause 10 at above.

#### **12.0 Award price:**

Quoted price by the bidders shall be the award price and shall remain firm for the period of supply.

#### **13.0 Contract Performance Guarantee [CPG]:**

- a. Successful bidders shall submit the Contract Performance Guarantee [CPG] for an amount equivalent to Five (5%) percent of value of allocated quantity.
- b. For commencement of supplies, submission of CPG is a precondition.

#### **14.0 Payment Terms and Bank Charges:**

- a. Delivery shall be made against advance payment in conformity with APCPL Policy for collecting advance. Delivery shall be made against advance payment in the form of Demand Draft/ RTGS/ Bank Transfer in favor of "APCPL" payable at Jharli / Bahadurgarh (give bank account details for RTGS). The amount of advance shall be equivalent to value of one month of off-take quantity.
- b. The advance amount shall be adjusted against delivery.
- c. All bank charges shall be borne by the buyer.
- d. The buyer shall be liable and responsible for payment of all statutory levies in the form of GST and all other taxes and duties applicable on the supply of Gypsum. Statutory liabilities if any shall be paid by bidder extra at actual.
- e. Permission to start the work will be given for first month after deposition of CPG and one-month advance payment along with the applicable taxes/duties within 15 days of placement of award.
- f. Permission for next subsequent month will be given after depositing the advance payment for that month along with the taxes/duties before start of that month.

## **15.0 GST / Other Taxes and Duties, Levies etc:**

- a. The Bidder shall be liable and responsible for payment of all statutory levies in the form of GST and all other taxes & duties applicable on the Sale of FGD - Gypsum. Such statutory liabilities, if any, shall be paid by bidder extra at actual. ("Goods and Services Tax" or "GST" means taxes levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act, and various State / Union Territory Goods and Services Tax Laws and applicable cess, if any under the laws in force (hereinafter referred to as relevant GST Laws).")
- b. All FGD Gypsum will be sold on Ex Silo / Ex Works basis. Regarding exports of FGD - Gypsum 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.

## **16.0 Inspection/Site visit:**

The Bidder is advised to visit and examine the site where the sale is to be executed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for sale of FGD gypsum. The costs of visiting the site shall be borne by the bidder fully.

**17.0** Any 'Bidder from a country which shares a land border with India', as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in the Bidding Documents. However, the said requirement of registration will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

**18.0** Issuance of bid documents to any Bidder shall not construe that such bidder is considered to be qualified.

**19.0** Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.

**20.0** APCPL reserves the right to reject any or all bids or cancel / withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action.

## **21.0 Address for communication:**

DGM (Contracts & Material),  
APCPL / Indira Gandhi Super Thermal Power Project,  
Jharli , Distt Jhajjar (Haryana) - 124141  
Tel: 01251- 266336, 266334.  
Fax: 01251- 266202 / 266266 email: [amitsaikia@ntpc.co.in](mailto:amitsaikia@ntpc.co.in)  
Phone No: 0120-4947238

Name / Designation	e-Mail Address
Amit Saikia, DGM (C&M)	<a href="mailto:amitsaikia@ntpc.co.in">amitsaikia@ntpc.co.in</a>



## **22.0 Registered Office**

NTPC Bhawan, SCOPE  
Complex7, Institutional Area,  
Lodi Road New Delhi –  
110003

For referring to Invitation for Bids, Bid Document / e-Auction Document, downloading of the same and online bidding following websites may be referred to: <https://www.mstcecommerce.com>

## **SECTION - II**

### **DEFINITIONS**

## SECTION II - DEFINITIONS

In this contract, following terms shall be interpreted as:

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

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

**“Day”** means calendar day.

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

**“GCC”** means General Conditions of Contract contained in this document.

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

**“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.

**“Seller / Supplier”** (i.e., APCPL or IGSTPP) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns.

**“Acceptable Bank”** means any of the banks referred to in **Annexure – XIII** List of the Banks.

**“Awarded Quantity / Contract Quantity / Allocated Quantity”** – is the quantity of FGD Gypsum as finalized by APCPL for award to a particular successful bidder and shall be expressed in Metric Tonne (MT) for the contract period.

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

**“Metric Tonne (MT)”** means 1,000 Kilograms.

**“Contract Term / Period”** means duration of the contract.

**“FGD – Gypsum”** means the gypsum generated from the FGD (Flue Gas Desulfurization unit) under commissioning / installed at APCPL

**“Delivery Point”** means gypsum storage facility or any other suitable locations inside APCPL stations as decided by Engineer-In-Charge for the contract.

**“Dispute / Dispute Notice”** Refer clause 05 of General Conditions of Contracts section [GCC]

**“Engineer in charge (EIC)”** means the officer appointed in writing by APCPL to act as an engineer from time to time.

**“First Off take”** means the date of first off take of Gypsum, by the buyer from Delivery Point and in accordance with this Agreement.

**“Force Majeure”** shall have the meaning ascribed to it under General Conditions of Contracts section

[GCC]

**“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.

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

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

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

**“Adjusted quantity”** means final allocated quantity to the bidder after adjusting the quantity of Gypsum which APCPL station could not provide to the bidder for lifting for any reason whatsoever, but not attributable to the bidder.

**SECTION – III**

**INSTRUCTION TO BIDDERS**

## **INSTRUCTIONS TO BIDDER**

### **1. Introduction**

ARAVALI POWER COMPANY PRIVATE LIMITED (APCPL), a Joint Venture Company of NTPC Ltd., HPGCL & IPGCL, having its Registered Office at NTPC Bhawan, Core-7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110003 and its Head Quarters at office at Village Jharli, Tehsil- Matanhail, Distt-Jhajjar, Haryana – 124141 (hereinafter called APCPL / Owner / Seller) will sell FGD – Gypsum generated from the FGD (Flue Gas Desulfurization unit) at APCPL, 3 X 500 MW Stage I units of Indira Gandhi Super Thermal Power Project (here-after IGSTPP) mentioned in the invitation for bid.

Throughout these Bidding Documents, the term “Bid” and “Tender” and their derivatives (Bidder / Tenderer, Bidding / Tendering, Bidding Document / Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities / Bill of Quantities; Seller / APCPL/Owner; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security / Performance Guarantee / Contract Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.

The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and / or documents as required may render the bid technically unacceptable.

The bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect the carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.

The bidder shall be bound by the disclaimer given in these documents.

### **2. Conflict of Interest**

Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture or consortium, if so, permitted in the Bidding Documents. A Bidder who submits or participates in more than one bid in this bidding will be disqualified from the bidding.

### **3. Bidder's Site Visit**

- a. The Bidder is advised to visit and examine the site where the sale is to be executed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for sale of gypsum. The costs of visiting the site shall be borne by the bidder fully.
- b. The Bidder and any of its personnel or agents will be granted permission by the Seller to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Seller and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

c. For other details / procedure, refer clause 16 of Invitation for Bid [IFB]

#### **4. The Bidding Documents**

The Bidding Documents comprise of following:

- Invitation for Bid [IFB]
- Definitions
- Instructions to Bidders [ITB]
- Scope of Work and Special Conditions of Contract
- General Conditions of Contract
- Forms - Formats and Annexures
- NTPC/APCPL Policy & Procedure for Withholding and Banning of Business Dealings
- NTPC/APCPL Fraud Prevention Policy
- Anti-Bribery and Anti-Corruption (ABAC) Policy of NTPC/APCPL

The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

#### **5. Validity of Bids**

The Bidder shall keep the bid valid for a minimum period of one hundred and twenty (120) days from the date of opening of the bid. In exceptional circumstances the Owner may solicit the Bidder's consent for an 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.

#### **6. Bid Security / EMD**

- a. The value of the Bid Security / Pre-Bid EMD is as mentioned in Invitation for Bid [IFB] at clause 07.
- b. The Bid Security shall be deposited to MSTC through e payment gateway as per procedure outlined by MSTC (In case, EMD is deposited at APCPL or IGSTPP, procedure as per APCPL norms may be adopted).
- c. Bid Security / Pre-Bid 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.
- d. The pre-Bid EMD / Bid Security of successful Bidder (s) shall be returned / adjusted by APCPL against the amount payable by the bidders for offtake quantities [only after submission of requisite amount of Contract Performance Guarantee (CPG) / Security Deposit].
- e. The Bid Security / Pre-Bid EMD may be forfeited if the bidder / his representative commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC/APCPL.
- f. Withdrawal of bids may result in the forfeiture of the bidder's Bid Security / Pre-Bid EMD.
- g. Non-Submission of CPG / SD within stipulated time may result in the forfeiture of the Bidder's Bid Security / Pre-Bid EMD.

#### **7. Procedure for registration and payment of bid security**

All the customers registered with M/s MSTC Limited e-Tender Platform can submit EMD / Bid security as per procedure outlined in e-Auction Catalogue.

## **8. Late Bids**

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

## **9. Bidding Requirement**

Only registered bidders will be allowed to participate subject to bidder meeting the bid requirements as per clause 04 of the Invitation for Bid.

## **10. Modification and Withdrawal of Bids**

No bid can be withdrawn. However, during the auction process, bidders may modify their bid price quantity any number of times as per the rules of the auction [only upward revision in the rate, once quoted / entered, is allowed]. Withdrawal of bids may result in the forfeiture of the Bidder's bid security.

## **11. Bidding Schedule**

The schedule for submitting the bids is as mentioned in the e tender catalogue / in the bid document at clause 03 of the Invitation for Bid [IFB] or as amended and informed to bidders from time to time on the E tender website.

## **12. 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.

No contract shall be awarded to a bidder against whom a Debarment Order has been issued as per Owner's Policy for Debarment from Business Dealings.

## **13. Owner's Right to adjust the quantity during sale period.**

The Owner reserves the right to adjust/decrease the quantity at any point of time during the period of sale which APCPL could not provide to the bidder for lifting for any reason whatsoever, but not attributable to the bidder.

## **14. Contract Performance Guarantee (CPG) / Security Deposit (SD)**

- a. Within fifteen (15) days of the issue of award letter for allocation by the Owner, successful Bidders shall submit the Contract Performance Guarantee / Security Deposit for an amount equivalent to Five (5%) percent of value of allocated quantity in the form of RTGS in favour of APCPL or through an unconditional and irrevocable Bank Guarantee (**Annexure – XI**) and verified as per checklist (**Annexure – XII**). CPG / SD submitted in the form of Bank Guarantee shall be valid for 90 days in addition to period of contract. List of Banks is available **as Annexure – XIII** of Bid Document.
- b. Failure of the successful Bidder to comply with the requirement of Submission of Contract Performance Guarantee within the prescribed time shall constitute sufficient grounds for the annulment of the allocation order and forfeiture of the Bid Security. In that event no damages or compensations shall be payable to the buyer. Further, such bidder / buyer shall also be dealt as per the provisions of policy for Debarment from Business Dealings.
- c. For commencement of supplies, submission of CPG / SD is a precondition.
- d. Contract Performance Guarantee (CPG) Security Deposit (SD) shall be released within 90(Ninety) days after successful completion of contract in all respects.



## **15. 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 e-Mail, speed post, telex, telegram, or facsimile to such Party i.e., Owner or Bidder.

## **16. Understanding and Clarification of Bid Documents**

- a. The Bidder is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Bidder finds discrepancies or omissions in the Bid documents or is in doubt as to the true intent or meaning of any part thereof, he shall at once request in writing to 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.
- b. Verbal clarifications and information given by Owner or its employees or representatives shall not be in any way binding on the Owner.

## **17. ADDENDA/ CORRIGENDA/ AMENDMENTS TO BIDDING DOCUMENTS**

Addenda / Corrigenda / Amendment to the Bidding / Auction Documents may be issued prior to the date of opening of the e-Auction to clarify or effect modification in specification and / or Contract terms included in Bidding Documents. The bidder shall suitably take into consideration such Addenda / Corrigenda / Amendment while submitting his bid. The addenda corrigenda / amendment shall be posted at M/s MSTC Limited portal for viewing by the bidder. The addenda / corrigenda/ amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in bid. Bidders are also advised to regularly check at M/s MSTC Limited portal regarding posting of addenda / corrigenda / amendment if any.

## **18. Award for sale of Gypsum**

- a. Prior to the expiration of the bid validity prescribed by the Seller, the Owner will issue a Letter of Award (LOA) **[Annexure – XVI]** to the successful Bidder containing reference of the documents which form the Contract, Scope of Work, Contract Price, period of completion of the Works, terms of payment, and other important aspects in consideration of the execution and completion of the works and the remedying of any defects therein by the Buyer as prescribed by the Contract.
- b. This Letter of Award will constitute the formation of the Contract.
- c. The successful bidder shall return a copy of the Letter of Award, duly signed, and stamped, as token of their acknowledgement.
- d. Bidder would be required to comply with all requirements of the notification of allocation without any extra cost to the Owner, failing which his bid security may be forfeited.

## **19. Bid Proposal Schedule**

Bidders are to quote **online** their Quantity and Price during the Auction Process as per the rules of Auction.

## **20. 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.

## **21. Check List**

- a. The bidders are requested to duly fill in the check list enclosed at **Annexure – IV**
- 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.

## **22. Deviation**

Any deviation taken in the terms and conditions of the e tender catalogue / Bid Documents by the bidder will not be allowed to bid online and may result in forfeiture of bid security. Submission of a bid by a bidder at auction portal deems the acceptance to all the terms and conditions of the bidding document by them, without any deviations.

## **23. Price Basis**

Prices quoted by the Bidder shall remain firm and fixed for the entire period of execution of the Contract.

## **24. Bid Currencies**

Bidders shall indicate the entire Bid Price in Indian Rupees only.

## **25. Ineligibility for participation in re-tender/ future tenders**

- i) Notwithstanding the provisions specified in ITB Sub-Clause 12.8 and ITB Clause 18, if a bidder after having been issued the Notification of Award, either does not sign the Contract Agreement or does not submit an acceptable Performance Security pursuant, and which results in retendering of the package, then such bidder/contractor shall be treated ineligible for participation in re-tendering of this particular package. Further, such bidder/contractor shall also be dealt as per the provisions of policy for Debarment from Business Dealings.
- ii) If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders for a period of 6 months from the date of withdrawal of the bid, and also in re-tendering of this particular package.
- iii) If a bidder after having been issued the Notification of Award/ Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not sign the Contract Agreement pursuant to ITB Clause titled 'Signing the Contract Agreement' or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in retendering of the package, then such bidder/contractor shall be treated ineligible for participation in re-tendering of this particular package. Further, such bidder/contractor shall also be dealt as per the provisions of the contract and policy for Debarment from Business Dealings.

## **26.0 INTEGRITY PACT:**

Bidders are required to unconditionally accept all the conditions of the "Integrity Pact (IP)" as per **Attachment-XX (Appendix-I)** to the Bidding Documents which has been pre-signed by the Employer.

Bidders shall certify their compliance on "Integrity Pact " by accepting the terms and conditions of the e-auction at E-Auction Portal. Additionally, bidders shall certify their compliance on "Integrity Pact " by submitting the NIL deviation Certificate and accepting full compliance to all provisions of Bidding Document (Annexure II A).

On Bidder's acceptance to the above condition, Bidder confirms to have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre- signed by the Employer and enclosed with the Bidding Documents. Where the Joint Venture(s) / Consortium are permitted to participate in the bid, acceptance of above terms and conditions of the e-auction at E-Auction Portal bidder shall mean that all the JV Partner(s)/ Consortium members have read, understood and unconditionally accepted & committed to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre- signed by the Employer and enclosed with the Bidding Documents.

On Acceptance of the above GTE, Integrity Pact shall be considered signed by the Bidder / JV Partner(s)/ Consortium members and the same shall come into force from the date of submission of bid.

The Integrity Pact shall not be required to be submitted in Physical Form wherever, bids are being invited through E-Tendering portal / GePNIC/ E-auction .

It may also be noted that subsequent to Employer's evaluation of Bids, resulting into award of Contract to a particular Bidder, the Integrity Pact so submitted shall form an integral part of the Contract.

#### **INDEPENDENT EXTERNAL MONITORS (IEM)S**

In respect of this package, the Independent External Monitors (IEMs) would be monitoring the implementation and effectiveness of the Integrity Pact Program as per the SOP issued by CVC from time to time and available in its website <https://cvc.gov.in/>

The Independent External Monitor(s) (IEMs) as mentioned at NTPC/APCPL tender website(<https://ntpctender.ntpc.co.in/>, <https://www.apcpl.co.in/>) under Integrity Pact tab have been appointed by APCPL, in terms of Integrity Pact (IP) which forms part of the APCPL Tenders/Contracts. The nominated IEMS of APCPL are:

S No	Independent External Monitor (IEM)
1	Sh. Narla Venkata Raja Shekar, IFoS (Retd.) E-mail: <a href="mailto:nvrajashekar@hotmail.com">nvrajashekar@hotmail.com</a>
2	Lt. Gen. Rajeev Sirohi, PVSM, UYSM, AVSM, VSM (Retd.) E-mail: <a href="mailto:sirohirajeev@yahoo.com">sirohirajeev@yahoo.com</a>

This panel is authorized to examine /consider all references made to it under this tender. The bidder(s), in case of any representation/grievance/complaint pertaining to this package may raise the issue directly with the IEMs at following Address or through e-mail as mentioned in <https://ntpctender.ntpc.co.in/> , <https://www.apcpl.co.in>

"The IEMs' Secretariat,  
Contracts Services, 3rd Floor, Administrative Building,

APCPL, Jharli  
Jhajjar-124141 (Haryana).”

*For the purpose of Integrity Pact, “Sub-contractor” shall mean only the approved Sub- contractor by the Employer for specific Work(s) at Site.*

- The Contractor shall not be allowed to sub-contract Work(s) to any approved agencies for a sub-contracting work as provided in the Contract or to Contractor for which approval by Employer is required, as per GCC sub-clause 30.1, unless such sub- contractor has agreed to abide by and sign the Tripartite Integrity Pact as in the section ‘Forms & Procedures’ of the bidding document, before start of work by respective sub- contractor.*
- Tripartite Integrity Pact as in the section "Forms and Procedures" of the bidding documents, shall be signed by the Project Manager or his authorized representative, Contractor & Sub-contractor and the original copy of the same shall be submitted by Contractor to NTPC Project Manager, prior to commencement of work by Sub- contractor. This Tripartite Integrity Pact shall also form part of the Contract.*

*The Nodal Officer for necessary coordination in this regard shall be as under:*

	Head of C&M	:	if the issue pertains to awarding of Contract by C&M
ii.	Concerned Head of Department	:	if the issue pertains to other departments
iii.	CEO	:	if the issue pertains to post-award execution or award of Contract by Project/ Station

***The Nodal Officer(s) shall coordinate with IEMs through C&M department. Further, HoD (C&M) under the C&M department shall be the Convenor for the above purpose.***

## **27.0 Corrupt or Fraudulent Practices**

27.1 The Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, the Employer:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive

levels and to deprive the Employer of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.

27.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 42.2 of the General Conditions of Contract.

## 28.0 ADHERENCE TO FRAUD PREVENTION POLICY

The Buyer along with its associate / collaborators / subagencies / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention Policy of Owner displayed on its website <http://www.APCPL.com> / <https://vendor.APCPL.co.in>. The Buyer shall immediately apprise the Owner about any fraud or suspected fraud as soon as it comes to their notice.

A certificate to this effect shall be furnished by the bidder along with his bid by accepting the condition "Acceptance of Fraud Prevention Policy of NTPC/APCPL".[Annexure – 06].

If in terms of above policy it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Owner shall be entitled to disqualify the Buyer(s) from the bidding process and forfeit the Earnest Money Deposit. In addition to the above, if the Bidder has committed a fraud such as to put his reliability or credibility into question, the Owner shall be entitled to exclude including blacklist and put the Bidder on holiday for any future tenders/contracts award process.

Submission of a bid by a bidder at M/s MSTC Limited Portal deems the acceptance of Fraud Prevention Policy of NTPC/APCPL.

## 29.0 **Policy for Debarment from Business Dealings**

NTPC has in place a policy for withholding and Debarment of business Dealings as displayed at <https://www.apcpl.co.in/docs/pdf/tender/Policy-For-debarment-from-Business-dealings.pdf> Business

dealings may be withheld or banned with the Buyer on account of any default by the Buyer or any of the grounds detailed in the said Debarment Policy. Submission of a bid by a bidder at auction portal deems the acceptance to all the terms and conditions of the bidding document by them, without any deviations.

Submission of a bid by a bidder shall be considered as bidder's confirmation to the following conditions:

(1) Bidder has read the contents of Debarment Policy displayed on the website <https://vdc.ntpc.co.in/> / <https://www.apcpl.co.in/Tenders.aspx> / and agreed to abide by this policy.

a) Bidder has not been Banned / Blacklisted as on date of submission of bid by Ministry of Power or Deptt. Of Expenditure, Ministry of Finance.

b) Bidder has not employed any public servant dismissed / removed or person convicted for an offence involving corruption or abetment of such offences.

c) Bidder's Director(s) / Owner(s) / Proprietor / Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.

(2) Bidder further confirms as under:

that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NTPC /Employer shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.

The version of Policy for Debarment from Business Dealings presently followed by NTPC is Rev-4.

Submission of a bid by a bidder at auction Portal shall be considered as the acceptance of Debarment from Business Dealings Policy of NTPC

29 a      **DECLARATION ON NTPC/APCPL ANTI-BRIBERY AND ANTI-CORRUPTION (ABAC) POLICY**

The Owner has in place a policy for ANTI-BRIBERY AND ANTI-CORRUPTION (ABAC) as displayed on its website <https://ntpc.co.in/sustainability/policies/governance>. Submission of a bid by a bidder at AUCTION AGENCY- MSTC Portal deems the acceptance to ANTI-BRIBERY AND ANTI-CORRUPTION (ABAC) POLICY of NTPC/APCPL.

30.0      **Deleted**

31.0      Pre-Bid Conference (Not Applicable)

32.0      **“Restrictions on procurement from a Bidder of a country which shares a land border with India”**

32.1      Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in GCC/Special Conditions of Contract (SCC).

Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.

Further the successful bidder shall not be allowed to sub-contract supplies/ services /works

to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in GCC/SCC. However, the said requirement of registration will not apply to bidders/sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.

- 32.2 “Bidder” (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 32.3 “Sub-contractor” (including the term ‘Sub-vendor’/Sub-supplier’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated here in before, including any agency branch or office controlled by such person, participating in a procurement process.
- 32.4 “Bidders from a country which shares a land border with India” / “Sub- contractor from a country which shares a land border with India” mentioned in para 40.1 above means;
- a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 32.5 The beneficial owner for the purpose of clause “42.4” above will be as under;
- a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
- Explanation
- i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
  - ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;
- b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial



owner is the relevant natural person who holds the position of senior managing officials;

e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

32.6 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

**33.0 Benefits to MSEs (Micro and Small Enterprises) - NOT APPLICABLE**

# **SECTION IV SPECIAL CONDITIONS OF CONTRACT & SCOPE OF WORK**

*The following Special Conditions of Contract (SCC), Section-IV, shall supplement/amend the General Conditions of Contract (GCC), Section-V and Instruction to Bidders (ITB). Wherever there is a conflict, the provisions in SCC shall prevail over those in the GCC and ITB.*

## **SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT**

### **1. Introduction**

- i. APCPL intend to sell gypsum generated from the FGD (Flue Gas Desulfurization unit) installed at, 3 X 500 MW Stage I units of Indira Gandhi Super Thermal Power Project (here-after IGSTPP).
- ii. Owner would be in a position to make available allocated quantity of FGD Gypsum subject to availability, Force Majeure conditions and unplanned outage.
- iii. The Owner reserves the right to supply the quantity not lifted by the buyers to any other party at the sole discretion of the Owner.
- iv. Quantity: 150000 MT
- v. Period: Twelve (12) Months (Tentative start date 10.09.25)

### **2. Scope of Supply:**

#### **2.1 Scope of work for Buyer**

- i. The FGD Gypsum shall be sold to the interested buyers from the designated delivery point(s) i.e., gypsum storage facility of APCPL IGSTPP station on as is where is basis.
- ii. The buyer shall make all other arrangements including deployment of vehicles as per requirement, for taking delivery on his own.
- iii. The buyer shall adhere to the extant Gate entry/exit system being followed at APCPL stations.
- iv. The buyer shall take weighment of Gypsum in the designated weigh bridge of APCPL at the station premise.
- v. Transportation of gypsum from the APCPL IGSTPP station to the destination shall be done by the Buyer at its own risk & cost.
- vi. The Buyer shall be liable and responsible for payment of all statutory levies in the form of taxes, duties etc. on the sale of gypsum. Such statutory liabilities, if any, shall be paid by buyer extra at actual.
- vii. The buyer shall also make necessary arrangement during transportation to prevent fugitive emission/ spillage of Gypsum as per the extant government norms at its own cost.

#### **2.2 Scope of work for APCPL**

Loading of gypsum in the trucks of the buyer shall be done by APCPL through backhoe loader/JCB/ other existing facility only. If any other method of loading is desired by the buyer, the same has to be arrange by the buyer at his cost.

### **3. Working Hours**

Issue of gypsum is intended to be given on all days including national holidays, or as per directions of Engineer-in-charge.

### **4. Delivery Point**

- a. APCPL would deliver Gypsum from the designated delivery point(s) i.e., gypsum storage facility of FGD plants inside APCPL IGSTPP station premises/other suitable locations as decided by Engineer-In-Charge for the contract on "As available" basis.
- b. Gypsum shall be considered to have been delivered as it passes into the buyer's vehicle at the loading point.

## 5. Loading Schedule/Working Hours

Loading schedule/working hours for lifting of gypsum is intended to be given by the respective Nodal officer of the APCPL station. The buyer cannot claim any damages/demurrages from the APCPL for delay in loading/unloading the Gypsum in the transportation provided by the buyer.

## 6. Quality of Gypsum

Owner would deliver Gypsum at designated delivery point(s) on “As Available” basis with the following parameters:

Parameter	UOM	Max	Min	Average*
Purity	%	92	86	~ 89
Moisture	%	18	10	~ 14
Chloride	PPM	250	100	~ 175

## 7. Methodology of Pricing

- Price chargeable to buyer (s) shall be the price obtained from the auction process received as per the methodology described in clause 11 below in Rupees per MT.
- All statutory duties/taxes/levies including GST shall be charged extra.

## 8. Reserve Price

The minimum Floor Price/Reserve Price of Gypsum is **INR 1200/- per MT (Rupees One Thousand Two Hundred only, per MT)**.

## 9. Minimum Bid Quantity:

5,000 MT (Five Thousand Metric Tonne). The minimum quantity increment should be 500 MT or in multiples of 500 MT only.

## 10. Price Bidding Methodology

- Price chargeable to buyer(s) shall be the price obtained from the auction process received as per the methodology described in Clause 11 of this section in Rupees per MT.
- The minimum FLOOR PRICE of Flue Gas Desulfurization Gypsum is INR 1200/- per Metric Ton (Rupees One Thousand Two Hundred only, per Metric Tonne). Bidders may quote the quantity required against a price starting from the floor price and in multiples of INR \_10 /- (Ten) i.e. INR x1200, x1210, x1220 ..... and so on.
- Bidders may quote the quantity required against a price starting from the minimum quantity of 5,000 MT and in multiples of 500 MT (Five Hundred Metric Tonne) i.e. 5,000, 5,500, 6,000, 6,500 .... and so on.
- All statutory duties / taxes / levies including GST shall be charged extra.

## 11. Evaluation Criteria of Bids

### Price Discovery and Quantity for allocation

Gypsum available is being auctioned through M/s MSTC Limited portal on “Bucket filling” concept / auction process. The general methodology for Price Discovery and Quantity for allocation through sale/ auction process will be as under:

- 11.1 Total quantities offered (Bucket quantity) is available for an auction. Allocation of quantities will be based on final ranking of the Bidders in the descending order of Rate (per MT) quoted by them during Sale / Auction process for lifting of the total quantities offered (Bucket quantity) by the Station for Sale.
- 11.2 The Buyers while bidding shall quote their "Bid Price" per MT in Indian Rupee and for a price equal to or above the Start Price / Floor Price to secure consideration in the concerned e-Auction.
- 11.3 The date, time and period of e-Auction as notified in advance including closing time on portal of M/s. MSTC Limited shall be adhered to. However, the closing time of e-Auction will be automatically extended up to last Bid time, plus 5 minutes, so that opportunity is given to other Bidders for making an improved Bid.
- 11.4 The bidder shall offer their Bid Price (Per MT) in the increment of INR \_10 /- (predefined) and in multiples of INR \_10 /- (predefined) during the normal e-Auction period and also during the extended period. The minimum quantity increment should be 500 MT or in multiples of 500 MT only.
- 11.5 While maintaining the secrecy of Bidder's identity, the website shall register and display on screen the highest bid prices of various different allotted quantities at that point of time. The system will not allow a Bidder to Bid in excess of his entitled quantity as per his EMD.
- 11.6 However, once a Bidder is out-bided by another (in part or full) the particular Bidder shall become eligible for making an improved Bid offer.
- 11.7 Following criteria would be adopted in deciding the successful bidders (allocation/deallocation criteria):
- a) Precedence will be accorded to the highest bid price in the descending order (H1, H2, H3 and soon) as long as the offered quantity is available for allocation.
  - b) If two or more buyers bid the same highest price, precedence for allotment will be accorded to the buyer who has placed the bid for the higher quantity.
  - c) In case, two or more buyers bid the same price and the same quantity, precedence will be given to the buyer who has offered his bid first with reference to time.
  - d) Accordingly, once all the available quantity is booked and further bids are received, deallocation would be done from the bidder who have been accorded least precedence at the time of allocation and so on.

The Start Price (INR per MT) and Quantity are mentioned above clauses.

## 12. Award Criteria

- a. The bidder shall be awarded the quantity on the quoted price as per clause 11 above. **No contract shall be awarded to a bidder against whom a Debarment Order has been issued as per Employer's Policy for Debarment from Business Dealings.**
- b. Once the contract for lifting Gypsum is allocated to a buyer, then it can be allocated/issued to any unit/plant of the same company at the same quoted price and terms and conditions, provided Gypsum is available.

## 13. Period of Supply

Duration of Supply of Flue Gas Desulphurization Gypsum at APCPL will be for a period of Twelve [12] Months or till the completion of supply of Bid quantity, whichever is earlier.

## 14. Award Price:

Quoted price by the bidders shall be the award price and shall remain firm for the period of supply mentioned in clause 13.

## **15. Consideration payable by the Buyer**

Allocated quantity of FGD Gypsum for any period shall be divided into monthly quantity and amount payable based on the quantity for one month is to be deposited in advance (along with all taxes and duties as applicable) to APCPL for the quantity of FGD Gypsum to be lifted in next month.

## **16. Upward Quantity Flexibility**

If requested by the buyer, APCPL station shall consider supply of additional quantity over and above the allocated quantity, within the contracted period, subject to availability and at the sole discretion of the APCPL station at the highest price quoted by any bidder during the auction process.

## **17. Earnest Money Deposit (EMD)**

Bid Security / Pre-Bid EMD shall be @ INR 24/- per MT [with minimum amount of INR 1,20,000/- for 5,000 MT].

The EMD will be liable for forfeiture for any failure of the successful bidder to fulfill any of the terms and conditions of the Tender / E-Auction. EMD of the unsuccessful bidders will be refunded after the closing of e-auction. No interest is payable on this EMD.

**The Bid Security/EMD shall be forfeited if:**

- the bidder / his representative commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC/APCPL.
- the Bidder withdraws or varies its Bid during the period of Bid Validity.
- in the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee/Security Deposit in accordance with relevant clause of bid document.
- If the Bidder refuses to withdraw, without any cost to APCPL, any deviation, variation, additional condition, or any other mention anywhere in the bid contrary to the provisions of bidding documents.

## **18. Payment Terms and Bank Charges**

- a. Delivery shall be made against advance payment in conformity with APCPL Policy for collecting advance. Delivery shall be made against advance payment in the form of Demand Draft/ RTGS/ Bank Transfer in favor of "APCPL" payable at Jharli / Bahadurgarh (give bank account details for RTGS).
- b. The amount of advance shall be equivalent to value of one month of off-take quantity.
- c. The advance amount shall be adjusted against delivery.
- d. All bank charges shall be borne by the buyer.
- e. The buyer shall be liable and responsible for payment of all statutory levies in the form of GST and all other taxes and duties applicable on the supply of Gypsum. Statutory liabilities if any shall be paid by bidder extra at actual.
- f. Permission to start the work will be given for first month after deposition of CPG and one-month advance payment along with the applicable taxes/duties within 15 days of placement of award.
- g. Permission for next subsequent month will be given after depositing the advance payment for that month along with the taxes/duties before start of that month.

## **19. Commencement of first off take**

Commencement of first off take for buyers of gypsum should not exceed beyond one month from the date of start/ Commencement of Sale, unless specifically agreed by NTPC.

## **20. Special Conditions of Sale**

- a. The bidder shall consume/use the allocated quantity of Flue Gas Desulfurization Gypsum at their plants in India or abroad or may trade to other end users.
- b. FGD-Gypsum Sale orders will be issued to various vendors separately corresponding to their allocation by APCPL.
- c. Bidder shall comply with all statutory environmental and safety norms during the period of contract.
- d. Buyer should cover its truck/vehicle with tarpaulin or any other means prior to exit of truck from the APCPL premises to avoid any fugitive dust emission.
- e. Gypsum is a by-product produced during desulfurization of flue gas generated from burning of coal in Power plant units for generation of electricity. The generation from power plant is mainly dependent on external factors like demand in national / regional power grid and availability of coal, which cannot be predicted with certainty. Unscheduled shutdowns of units also affect generation of electricity. Therefore, though all efforts will be made to make available the contracted quantity of Gypsum, APCPL does not guarantee availability of gypsum as per contracted quantity as per schedule and will not be liable for any compensation or damages for non-supply of required quantity of the gypsum. However, APCPL may offer additional quantity of gypsum at a later date subject to availability.
- f. The total sale period will be counted from the first off take or delivery of Gypsum of each buyer.
- g. APCPL reserves the right to allow the maximum time deviation up to three months after the completion period of sale. The time extension will be given on submission of written request by buyer depending on the merit of the case.
- h. The APCPL/supplier reserves the right to sell the quantity not lifted by the buyers to any other party.
- i. In case the buyer fails to lift the quantity as per agreed schedule, then for all deviation of off take beyond (-) 25% per month, APCPL reserves the right to sell it to any other party at the risk and cost of the buyer. The shortfall in the amount will be adjusted from the buyer's advance deposited amount.

## **21.Deleted**

## **22. Gypsum Delivery Conditions**

- a. Transportation of gypsum shall be in the scope of buyer.
- b. APCPL would deliver gypsum from the gypsum storage facility.
- c. Loading of gypsum in the truck of the buyer shall be done by APCPL.
- d. Quality parameters shall be checked and certified by APCPL periodically. Testing may be witnessed by Buyer at the APCPL site. Buyer can also check the quality parameter of Gypsum before loading in the truck at their cost.
- e. Gypsum shall be considered to have been delivered once loaded into the buyer's vehicle at the loading point.
- f. The buyer shall be solely responsible for excess loading of gypsum in their trucks against the permitted quantity as per prevailing rules and guidelines.
- g. In case of any issue related to quality parameters of Gypsum, buyer can visit APCPL laboratory & witness the checking procedure & systems & be satisfied with the results. However even then if issue is persisting, then a joint sample of gypsum will be collected & will be sent to mutually agreed NABL laboratory in India. The result of Gypsum sample from NABL laboratory will then be binding & final for both seller & buyer.

## **23. Lifting Sequence and allocation after Auction Process:**

To be finalized by EIC depending upon site specific conditions with following general guidelines regarding Daily allocation of FGD - Gypsum

- a. In case daily generation is more than daily tie-ups, lifting sequence shall be on first-cum-first serve basis unless there is some technical and operational constrain etc.
- b. In case, daily generation is less than daily tie-ups, lifting sequence shall be pro-rata allocation basis. However, if there is no congestion lifting sequence shall be on first-cum-first serve basis unless there is some technical and operational constrain etc.
- c. All allocated bidders (or transportation vendors) shall be expected to follow the above sequence and mobilize accordingly.
- d. In case of non-mobilization / inadequate mobilization, APCPL may, at its discretion, allocate such quantity to alternate bidder(s) / avenue(s). Decision of Engineer in Charge (EIC)-APCPL shall be final and binding in this regard.
- e. There will be no priority in case of Gypsum lifting sequence for bidder allocated Gypsum at higher price, during low generation allocation of gypsum shall be done on pro rata original allocation basis and adjusted quantity percentage/factor shall remain same for all buyers (except mobilization time).



## **24. Delivery**

- a. Transportation of gypsum shall be in the scope of buyer. The buyer(s) shall make arrangements for taking delivery in their own trucks. Transportation of gypsum in trucks from the delivery point to the destination shall be done by the Buyer at its own risk and cost.
- b. APCPL would deliver gypsum from the gypsum storage facility of different units as per the contract for sale.
- c. Loading of Gypsum in the truck/vehicle of the buyer shall be done by APCPL through backhoe/JCB/ other vehicle. If any other method of loading is desired by the buyer, the same has to be arranged by the buyer at his cost.
- d. Quality parameters shall be checked and certified by NTPC periodically at NTPC lab. Testing may be witnessed by buyer at the NTPC site. Buyer can also check the quality parameter of Gypsum before loading in the truck at their cost.
- e. Gypsum shall be considered to have been delivered once loaded into the buyer's vehicle at the loading point.
- f. Supplier has to ensure that no overloading of gypsum is done in trucks/vehicles. The buyer shall be solely responsible for excess loading of gypsum in their trucks against the permitted quantity as per prevailing rules and guidelines.
- g. Quality parameters shall be checked and certified by APCPL periodically. Testing may be witnessed by the buyer at the APCPL site. The buyer can also check the quality parameter of gypsum before loading in the truck at their cost. In case of any issue related to the quality parameters of gypsum, the buyer can visit the APCPL laboratory and witness the checking procedure and systems and be satisfied with the results. However, if the issue persists, then a joint sample of gypsum will be collected and tested at the APCPL Lab. If the issue still persists, then a joint sample of gypsum will be collected and sent to a mutually agreed NABL laboratory in India. The result of the gypsum sample from the NABL laboratory will be binding and final for both seller and buyer. The cost of such checking by the NABL laboratory shall be borne by the buyer.

## **25. Weighment for invoicing**

- a. FGD Gypsum shall be issued based on actual weighment. Weighment of lifted Gypsum shall be done at nearest authorized weighment facility of APCPL. The weight so recorded shall be considered as final.
- b. Buyer should depute his authorized representative to the power station for coordination and taking delivery of gypsum.
- c. APCPL has the right to suspend the delivery of gypsum in case the advance payment is not available or is not made by the required date. Such suspension of delivery shall be to the account of buyer.

## **26. Responsibility during Gypsum loading and transportation**

- a. Buyer shall make their own arrangement for transporting gypsum.
- b. Buyer shall ensure that lifting of gypsum, does not cause any damage to property belonging to APCPL. Buyer shall undertake to indemnify APCPL towards any loss or damage caused in this regard.

- c. Valid documents of vehicle and drivers shall be submitted to APCPL for approval before deployment. Above gate passes shall be issued during general shift office hours on working days only.
- d. Gypsum lifting shall be allowed through permitted vehicles only.
- e. Buyer shall load gypsum only up to the body level of the open trucks and APCPL may disallow trucks resorting to overfilling. Bidder shall provide with suitable tarpaulin covers to open trucks (if used) to avoid any dust emission from the trucks during transportation. Mechanically close truck shall be preferred for issue of gypsum.
- f. Buyer shall ensure that their laborers, transporters, drivers and cleaner or our personnel shall only be present at the gypsum issue / loading area and shall not stay / loiter unauthorized in any other location in the factory area. In case any of our persons are found in unauthorized location except the designated places, APCPL may take suitable action as deemed fit and proper.
- g. The buyer will be responsible for any kind of injuries or accidents caused to their employees or labourers or any other person and APCPL will not be liable in the matter. If any action is brought against the seller for payment of damages or compensations on this account, the buyer shall indemnify the seller from all such action or claim from damages/compensation. If the seller is held liable for any compensation after expiry of the contract period, buyer shall forthwith compensate the seller, if any such claim arose.
- h. The Buyer's transporter(s) shall have valid license and meet the statutory compliance requirement of State Government / Central Government / Concerned Authorities for transportation of the specified goods.

## **27. Billing**

Owner/APCPL will issue Challan/ Exit gate pass on daily basis for each truck of the buyer while making the delivery. Invoices shall be issued on daily / weekly / fortnightly / monthly basis and shall deliver to the Buyer(s) an invoice showing the value of the gypsum delivered for each day, along with applicable duty / taxes / cess etc. The invoiced amount shall be adjusted against the advance payment made by the buyer(s).

## **28. Indemnities for Environment Clearance**

All Regulatory and Statutory compliances to be ensured by the bidder while lifting / transportation / Disposal / Usage / Sale etc. Buyer will submit an indemnity bond as per prescribed format to keep APCPL indemnified against legal proceedings / paying damages arising out of non-compliances by the bidder, if any [**Annexure – XV**].

## **29. Termination of Contract**

- a. In case, off take of gypsum by vendor falls below 50% of the contracted or agreed quantity, whichever is lower, during two consecutive months, then APCPL reserves the right to

terminate the contract by giving 15 days' notice in writing of their intentions to do so and in such case the CPG of the vendor will be forfeited.

- b. The APCPL also reserves the right to terminate the contract in the event of breach of contract by the buyer giving one month notice in writing of their intentions to do so and in such the CPG of the vendor will be forfeited.

Following will constitute breach of contract:

- i) Delay in gypsum off-take / non - lifting of gypsum by Buyer from committed start date by more than one month.
  - ii) In case, gypsum off take falls below 50% during two consecutive months of the contracted or agreed quantity (whichever is lower), during any month.
  - iii) Buyer is not complying with operational and safety requirements.
  - iv) Buyer has failed to discharge his obligations according to other terms & conditions of contract.
  - v) Non-payment / reimbursement of statutory taxes and duties by the Buyer.
- c. Contract for sale of Gypsum may be terminated at any time depending on the policy of the Government and / or other concerned authorities. APCPL reserves the right for withdrawal of the contract in the interest and safety of the station and the Company by giving 15 days' notice in writing to the buyer.

### **30. Compliance by Buyers**

Buyers to comply with all reasonable controls imposed by the APCPL and to cooperate with the station and other operating buyers / contractors and to abide by the decision of EIC. In case of any dispute the decision of EIC shall be final and binding.

### **31. Order of Preference**

- a. Special Condition of Contract
- b. General Conditions of Contract
- c. M/s MSCT Terms and Conditions

- 32. Bidders are requested to submit all the documents, including qualifying requirement 'ONLINE' at **MSTC e-Auction portal**.

Qualifying Requirement documents/any other document of any prospective bidders received offline/through e-Mail/other means at NTPC location/s will not be entertained and considered by NTPC for evaluation. However, in case of shortfall documents from the bidders who have uploaded the documents at **MSTC e-Auction portal** against the subject e-Auction.

### **33. Settlement of Disputes**

As per Clause 5.0 of General Conditions of Contract.

### **34. Jurisdiction of Court:**

Only District Courts at Jhajjar / Haryana High Courts shall have the exclusive jurisdiction in all the matters concerning the contract.

## **SECTION – V**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

## **GENERAL CONDITIONS OF CONTRACT**

### **1**      **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 agreement / Sale work covered under these documents and specifications.

### **2**      **Language of the Contract**

All bids shall be submitted in English Language

### **3**      **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.
- a. From the time of bid opening to the time of allocation, if any Bidder wishes to contact the Seller on any matter related to its bid, it should do so in writing.

### **4**      **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.

### **5**      **Settlement of Disputes**

#### **35.1      Mutual Consultation**

If any dispute of any kind whatsoever shall arise between the Owner and the Buyer in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation

On reference of such a dispute by either party, the Owner shall invite the Buyer for mutual consultation, within seven (07) working days of such reference.

Without admitting the Owner's liability, the Owner may obtain, within 30 days of reference of the dispute, further details from the Buyer and examine it relating to the dispute. Such examination (if any) by the Owner shall not imply acceptance of the accuracy or completeness of the details. The Owner may hold discussions with Buyer with an effort to resolve the dispute.

If the parties fail to resolve such a dispute or difference by mutual consultation within a period of forty-five (45) days from the date of reference of such dispute or within such extended period as the parties shall agree in writing, then the dispute may be settled through Independent Engineer (if applicable) and/ or Mediation through Independent External Monitors (if applicable) and/or through Conciliation and/or Arbitration (if applicable) / other remedies available under the applicable laws.

Notwithstanding anything contained in any other law for the time being in force, the parties shall keep confidential all matters relating to the Mutual consultation proceedings. Confidentiality shall extend also to any agreement reached during Mutual consultation, except where its disclosure is necessary for purposes of implementation and enforcement. The parties shall not rely on or introduce as evidence in Independent Engineer/ Mediation/ Conciliation/ Arbitral or Judicial proceedings, whether or not such proceedings relate to the

dispute that is the subject of the Mutual consultation proceedings:

- a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
- b) admissions made by the other party in the course of the mutual consultation proceedings;**
- c) the fact that the other party had indicated his willingness to accept a proposal for mutual settlement.

35.2 Resolution of Dispute through Independent Engineer (IE)  
Not Applicable

35.3. Mediation through Independent External Monitors (IEMs)  
Applicable

35.4. Resolution of Dispute through Conciliation

If the parties fail to resolve such a dispute or difference by mutual consultation and through Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period as specified at Clause 35.1, 35.2 and 35.3 above, the dispute if the parties agree, may be referred to Conciliation.

(i) For cases where the disputed amount (Claim / Counter claim, whichever is higher) is upto INR 25 Crore (excluding interest), the matter for conciliation shall be referred to Expert Settlement Council (ESC), constituted by Owner.

(ii) For cases where the disputed amount (Claim / Counter claim, whichever is higher) is above INR 25 Crore (excluding interest), the matter for conciliation shall be referred to Conciliation Committee of Independent Experts (CCIE), constituted by Ministry of Power (MoP).

If the claim / Counter-claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee.

The Conciliation process shall be conducted as per Part III of the Arbitration and Conciliation Act, 1996.

In case of failure of the conciliation process at the level of the CCIE, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. The option of Arbitration would not be available once the conciliation mechanism through CCIE has been exercised.

35.4.1. Resolution of Dispute through Expert Settlement Council (ESC), constituted by Owner {For cases with Disputed amount (Claim / Counter claim, whichever is higher) upto INR 25 Crore excluding interest}

If the parties fail to resolve such a dispute or difference by mutual consultation and through Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period specified at Clause 35.1, 35.2 and 35.3 above, the dispute, if the parties agree, may be referred to Conciliation through Expert Settlement Council (ESC), in cases where the Disputed amount (Claim / Counter claim, whichever is higher) is upto INR 25 crore (excluding interest).

**35.4.1.1. Invitation for Conciliation through ESC:**

**35.4.1.1.1.** A party shall notify the other party in writing about such a dispute it wishes to refer for Conciliation through ESC within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and Independent Engineer (if applicable) and / or through Mediation (if applicable) within a period as specified at Clause 35.1, 35.2 and 35.3 above. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.

**35.4.1.1.2.** Upon acceptance of the invitation to conciliate, the other party shall submit its counter claim, if any, within a period of 15 days from the date of the invitation to conciliate. If the other party rejects the invitation or Disputed amount (Claim / Counter claim, whichever is higher) exceeds INR 25 crore (excluding Interest), there will be no Conciliation proceedings through ESC.

There shall be no Conciliation where disputed amount (Claim / Counter claim, whichever is higher excluding interest) is only up to INR 5 lakhs.

**35.4.1.1.3.** If the party initiating Conciliation does not receive a reply within fifteen (15) days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.

**35.4.1.2.** Conciliation through ESC:

**35.4.1.2.1.** Where Invitation for Conciliation has been furnished under sub clause 35.4.1.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by CMD / Chairman of Owner.

**35.4.1.2.2.** ESC will be formed from experts comprising three members from the panel of Conciliators maintained by Owner. However, there will be single member ESC for disputes involving disputed amount (Claim / Counter claim, whichever is higher excluding interest) is up to INR 1 crore.

CMD / Chairman of Owner shall have the authority to reconstitute the ESC to fill any vacancy.

**35.4.1.2.3.** The ESC shall be amongst Civil Servants of Government of India retired from the level of Joint Secretary and above, Retired Judges, Officers retired from the level of Executive Director and above of any Maharatna / Navratna company in India, other than NTPC Ltd, Retired Independent Directors who have served on the Board of any Maharatna / Navratna company in India, other than NTPC Ltd.

**35.4.1.3.** Proceedings before ESC:

**35.4.1.3.1.** The claimant shall submit its Statement of Claims (SOC) along with relevant documents to ESC members, and to the party(s) indicated in the appointment letter within 15 days of appointment of ESC. The respondent shall file its reply / Statement of Defence (SOD) and counter claim (if any) within 15 days of the receipt of the Statement of claims. Each party shall send a copy of such Statement along with relevant documents to the other party. Parties may file their rejoinder / additional documents, if any in support of their Claim / Counterclaim within next 7 days. No documents shall be allowed thereafter, except with the permission of ESC.

**35.4.1.3.2.** The parties shall file their claim and counterclaim in the following format

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

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

e. **Details of Claim(s) / Counter Claim(s)**

f. **Basis / Ground of claim(s) / counter claim(s)** (along with relevant clause of contract

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

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

If required, meetings can be conducted through video conferencing / other digital means subject to the agreement between the parties and the ESC.

**35.4.1.3.4.** The parties shall be represented by their in house employees. No party shall be allowed

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

**35.4.1.3.5.** ESC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days from the date of reference to ESC. ESC will give its recommendations to both the parties recommending possible terms of settlement. CMD / Chairman of Owner may extend the time/number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons and as agreed by the parties.

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

**35.4.1.4.** Fees and Facilities to the Members of the ESC

SI .No.	Fees / Facility	Entitlement
1	Fees	INR 25,000 /- per meeting subject to maximum of INR 2,50,000 /- per case per Conciliator.
2	Secretarial expenses	INR 10,000 /- lump sum (to 1 member only).



3	Transportation in the city of the meeting	Car as per entitlement or INR 2,000 /- per day
4	Venue for meeting	OWNER'S conference rooms
Facilities to be provided to the out-stationed member		
5	Travel from the city of residence to the city of meeting	As per entitlement of Independent Directors. Executive class air tickets / first class AC train tickets / Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.
6	Transport to and fro airport / railway station in the city of residence	Car as per entitlement or INR 3,000 /-
7	Stay for out stationed members	As per entitlement of Independent Directors.
8	Transport in the city of meeting	Car as per entitlement or INR 2,000 /- per day

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

**35.4.1.5.** If recommendations/ report of ESC is acceptable to both the parties, a Settlement Agreement under Section 73 of the Arbitration and Conciliation Act, 1996 will be signed to the extent agreed by the parties within 15 days of acceptance by the parties and same shall be authenticated by all the ESC members.

Parties are free to terminate Conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act 1996.

**35.4.1.6.** Notwithstanding anything contained in any other law for the time being in force, the Conciliator and the parties shall keep confidential all matters relating to the Conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

The parties shall not rely on or introduce as evidence in Arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings, —

a. views expressed or suggestions made by the other party in respect of a possible

settlement of the dispute;

**b.** admissions made by the other party in the course of the Conciliation proceedings;

**c. proposals made by the Conciliator; and**

**d.** the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Conciliator.

**35.4.2.** Resolution of Dispute through Conciliation Committee of Independent Experts (CCIE), constituted by Ministry of Power (MoP) {For cases with Disputed amount (Claim / Counter claim whichever is higher) above INR 25 Crore excluding interest}

If the parties fail to resolve such a dispute or difference by mutual consultation and through Independent Engineer (if applicable) and / or through Mediation (if applicable) within a period specified at Clause 35.1, 35.2, 35.3 above, the dispute, if the parties agree, may be referred to Conciliation Committee of Independent Experts (CCIE), in cases where the Disputed amount (Claim / Counter claim whichever is higher) is above INR 25 crore excluding interest. The option of Arbitration would not be available once the conciliation mechanism through CCIE has been exercised.

**35.4.2.1.** Invitation for Conciliation through CCIE:

**35.4.2.1.1.** A party shall notify the other party in writing about such a dispute it wishes to refer for CCIE within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and Independent Engineer (if applicable) and / or through Mediation (if applicable) within a period as specified at Clause 35.1, 35.2 and 35.3 above. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.

**35.4.2.1.2.** If the party initiating Conciliation does not receive a reply within fifteen (15) days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.

**35.4.2.2.** Conciliation Committee of Independent Experts:

**35.4.2.2.1.** Where Invitation for Conciliation has been consented to under sub clause 35.4.2.1, the same shall be referred to the Conciliation Committee of Independent Experts (CCIE) within 30 days.

**35.4.2.2.2.** Conciliation Committees of Independent Experts (CCIE) have been constituted and notified by MoP for settlement of disputes arising in the Contract. There are three CCIEs, as specified in Special Conditions of Contract.

**35.4.2.2.3.** The Buyer may select three CCIEs, in priority order, from the list of CCIEs enclosed with the Special Conditions of Contract, for finalization by Central Electricity Authority (CEA).

**35.4.2.2.4.** There shall not be any conflict of interest for the members of the CCIE due to their past assignments. Individuals CCIE members shall submit an undertaking in this regard to the Owner, prior to appointment. It shall be ensured that they have not been engaged for providing any services to any of the parties i.e. either Owner or the Buyer in the last five years. An Undertaking in this regard, shall also be furnished by the Buyer for the purpose of avoiding any conflict of interest.

**35.4.2.3.** Proceedings before CCIE:

**35.4.2.3.1.** The procedure of CCIE shall not be treated as alternate arbitration proceedings where both parties come with Statement of claims / defence, arguments / counter arguments, rejoinders, written submissions etc., aided by their respective lawyers.

**35.4.2.3.2.** The parties shall be brief and to the point before the Committee with regard to their respective stance and view the exercise in the spirit of conciliation/settlement.

**35.4.2.3.3.** The possibility of non-availability of any one of the members of CCIE in any proceedings cannot be ruled out. As such, the Committee comprising the other two members shall be competent to proceed in the matter. The proceedings of the Committee shall not be vitiated if one of the three members of CCIE is not present in the deliberations of the Committee. When the parties sign the settlement agreement, at least two members of CCIE shall authenticate the same. Such conciliation proceedings shall be considered valid and the settlement agreement will be binding on the parties.

**35.4.2.3.4.** The parties shall be represented by their in house employees. No party shall be allowed

to bring any advocate or outside consultant / advisor / agent to contest on their behalf. Ex-officers of OWNER who have handled the subject matter in any capacity shall not be allowed to attend and present the case before CCIE on behalf of buyer. However, ex-employees of parties may represent their respective organizations.

**35.4.2.3.5.** The Conciliation proceedings shall be completed in each case through 5 sittings in a period of not more than three months from the date the reference made to the CCIE. In exceptional cases, if any dispute so merits, the time period may be extended at the discretion of Conciliation Committee (with reasons to be recorded in writing), for a further period of three months.

**35.4.2.3.6.** The CCIE shall hold day to day sitting at a suitable place (preferably the headquarter of the Owner or New Delhi) and may hold as many sittings every month as it deems appropriate keeping in view the volume of work.

**35.4.2.4.** Fees and Facilities to the Members of the CCIE

Each member of CCIE would be paid a sum of INR 50,000 /- as sitting fee per sitting. In addition, INR 5,000 /- per sitting will be paid for local transport charges for each day of proceeding.

In case, a particular dispute requires more than 5 sittings, the same may be held at the discretion of the CCIE but with a cap on payment of fee for 5 sittings only. The local transport charges shall, however, be paid as provided for each day of sitting beyond the 5 sittings.

All expenditure incurred on the conciliation proceedings including payment of fees to the Conciliators, office space, logistic, secretarial assistance and other incidental expenses etc. shall be borne by the Owner initially. Thereafter it shall be shared equally by both parties on completion of the conciliation process.

**35.4.2.5.** The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the CCIE proceedings.

The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996.

In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. However, the option of Arbitration would not be available once the conciliation mechanism through CCIE has been exercised.

In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996.

After successful conclusion of proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement.

**35.4.2.6.** Notwithstanding anything contained in any other law for the time being in force, the Conciliator and the parties shall keep confidential all matters relating to the Conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

The parties shall not rely on or introduce as evidence in Arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings,—

- a. views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;

- b. admissions made by the other party in the course of the Conciliation proceedings;

- c. proposals made by the Conciliator; and**

- d. the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Conciliator.

**35.5. Arbitration**

**35.5.1.** If the process of mutual consultation and IE (if applicable) and/or Mediation (if applicable) and/or ESC fails to arrive at a settlement between the parties and/or settlement of dispute

through CCIE not exercised as mentioned at Sub Clauses 35.1, 35.2, 35.3, 35.4 above, Owner or the Buyer may, within Thirty (30) days of such failure, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration shall be applicable only in cases where the disputed amount (i.e. Claim/ Counter claim, whichever is higher, excluding interest) does not exceed INR 25 crores.

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

In case the disputed amount (Claim / Counter claim, whichever is higher, excluding interest) exceeds INR 25 Crores, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to the other party. There shall be no arbitration where the disputed amount (Claim / counter claim, whichever is higher) is only up to INR 5 lakhs.

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

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

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

In case, no claim is filed within this period of six months, it shall be presumed that there is no claim. Any claim filed after the aforesaid period of six months shall not be entertained.

35.5.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with Sub Clause 35.5.1, shall be finally settled by arbitration.

35.5.3. It is agreed between the parties that the Arbitration proceedings shall be conducted as per the provisions of Fast Track Procedure as provided under The Arbitration and Conciliation Act, 1996, as amended from time to time.

Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by mutual consent from among the List of empanelled Arbitrators maintained by OWNER, in the following manner:

**(a)** A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party.

**(b)** OWNER, shall within 30 days from the receipt of such notice shall send a panel of at least four arbitrators from among its empanelled arbitrators to the Buyer for short listing two among them for such appointment, within 15 days from the date of receipt of the Panel of Arbitrators from OWNER.

**(c)** CMD / Chairman of Owner shall appoint the sole arbitrator from among the two names short listed by the Buyer, within 15 days from the receipt of such nomination. Notice to the Parties of the constitution of the arbitral tribunal shall be issued by OWNER.

In case, the buyer fails to inform its shortlisted names for appointment of sole arbitrator from the panel of at least four arbitrators sent by the Owner or no response is received from the buyer, within 15 days from the date of receipt of the Panel of Arbitrators from OWNER, CMD/C Chairman of Owner shall appoint the sole arbitrator from among the four names sent to the buyer earlier.

**(d)** If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings or his mandate is terminated by the Court, it shall be lawful for CMD / Chairman of Owner to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left.

**(e)** Arbitrator shall be paid fees as per the Fee Schedule (presently Fourth Schedule)

provided in 'The Arbitration and Conciliation Act, 1996' as amended from time to time. If the claim/ counter claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee which may be used for determining the arbitration fee.

**(f)** If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to mediation or Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under:

(i) 40% of the fees if the Pleadings are complete.

(ii) 60% of the fees if the Hearing has commenced.

(iii) 80% of the fees if the Hearing is concluded but the Award is yet to be passed.

**(g)** Each party shall pay its share of arbitrator's fees in stages as under or as per the directions of Arbitrator:

(i) 40 % of the fees on Completion of Pleadings.

(ii) 40% of the fees on Conclusion of the Final Hearing.

(iii) 20% at the time when arbitrator notifies the date of final award.

**(h)** The Claimant shall be responsible for making all necessary arrangements for the travel / stay of the Arbitrator including venue of arbitration, hearings. The parties shall share the expenses for the same equally.

**(i)** The Arbitration shall be held at Delhi only.

**(j)** The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.

**(k)** Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

35.5.4. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding taxation matters), such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

The aforesaid limit of INR 25 crore shall not be applicable and matter may be referred to AMRCD irrespective of the amount involved in dispute, if the dispute could not be resolved through Mutual Consultation and IE (if applicable) as brought out at Sub Clause 35.1 and 35.2 above.

35.6. Notwithstanding any reference to the Independent Engineer or Mediation or Conciliation or Arbitration herein,

**(a)** the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

**(b)** the Owner shall pay the Buyer any monies due to the Buyer.

Settlement of Dispute clause cannot be invoked by the Buyer, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Buyer or any Settlement Agreement has been signed between the Owner and the Buyer.

## **36. Arbitration**

As per clause 35.5 at above

## **37. Force Majeure**

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

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

## **War Risks**

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

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

- (b) replacing or making good any Buyer's Equipments or other property of the Buyer so destroyed or damaged so far as may be required by the Owner, and as may be necessary for completion of the Facilities,
- (c) replacing or making good any such destruction or damage to the Facilities or the Plant and Equipments or any part thereof.

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

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

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

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

### **38 Insurance & Buyer's Liability**

- a. The Buyer shall be fully responsible for maintaining all the insurances as per the law of land at its own 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 Fly Ash Supply**

- a. The Owner reserves the right to suspend and reinstate execution of the whole or any part of the fly ash 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 (As per SCC)**

The Buyer, including his sub agencies, while executing the Works, will strictly comply with the statutory requirements (including amendments thereof), as applicable, in respect of safety of his employees,

equipment and materials. The Bidder will also comply with the provisions of APCPL Safety Rules as issued from time to time and displayed on APCPL tender website.

#### **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 labour 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 Distt Courts Jhajjar / Haryana High Court shall have the exclusive jurisdiction in all the matters concerning the Sale/ fly ash 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.



**ARAVALI POWER COMPANY LIMITED  
(A JOINT VENTURE OF NTPC LIMITED, HPGCL & IPGCL)**



**Sale of Gypsum Produced from Flue Gas Desulphurization Plant**

**At**

**INDIRA GANDHI SUPER THERMAL POWER PROJECT of APCPL**

## **SECTION – VI**

### **FORMS & PROCEDURES**

(This document is meant for the exclusive purpose of bidding against this Bid Document No. / Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued).

## TABLE OF FORMS AND PROCEDURES

Sl.. No.	Description
(a)	<b>Annexure IV:</b> Check List for Submission of Documents along With Bid
(b)	<b>Annexure V:</b> Bidder Details and Certificate of Compliance to all provisions of Bidding Documents
(c)	<b>Annexure VI:</b> Form of Acceptance of Fraud Prevention Policy
(d)	<b>Annexure VII:</b> Declaration on Debarment Policy
(e)	<b>Annexure VIII:</b> EFT form with details of buyer attached as (to be submitted after award of contract to buyer)
(f)	<b>Annexure IX :</b> Format of Bank Guarantee towards Bid Security
(g)	<b>Annexure X:</b> Form of Insurance Surety Bond towards Bid Security
(h)	<b>Annexure XI:</b> Contract Performance Guarantee [CPG] Format (to be submitted after award of contract to buyer)
(i)	<b>Annexure XII :</b> Bank Guarantee Verification List to be submitted with CPG
(j)	<b>Annexure XIII:</b> List of Banks whose Bank Guarantee is acceptable as Contract Performance Guarantee [CPG]
(k)	<b>Annexure XIV:</b> Form of extension of Bank Guarantee attached as (to be submitted only for Bank Guarantee validity extension)
(l)	<b>Annexure XV :</b> Indemnity Bond attached as (to be submitted after award of contract)
(m)	<b>Annexure XVI:</b> Letter of Award

# ANNEXURE-IV

## CHECK LIST FOR SUBMISSION ALONG WITH DOCUMENTS

To,

-----

**Name of the Work / Package:** Sale of Gypsum Produced from Flue Gas Desulphurization Plant at NTPC \_\_\_\_\_

Sl. No	Description of Check Points	Submitted [Yes/No]	Remarks
01	Whether the Bidder Details and Certificate for Compliance at Annexure – V been filled and submitted		
02	Whether the form of acceptance of fraud prevention policy at Annexure – VI has been filled and submitted		
03	Whether the Declaration on Debarment Policy at Annexure – VII has been filled and submitted		
04	Submitted documents related to requirements supporting your eligibility, complete in all respects		
05	Whether the bidder has registered and completed the formalities for registration with MSTC		
06	Whether submitted Bid Security of required value as per requirement of the bid document /s		

Date: \_\_\_\_\_

For M/s \_\_\_\_\_  
(user agency)

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_  
(Authorized person having Power of Attorney)

Designation \_\_\_\_\_

# **BIDDER DETAILS AND CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS OF BIDDING DOCUMENTS**

**(Certificate of "NIL" Deviation Towards COMPLIANT BID)**

**Name of the Work/Package:** Sale of Gypsum Produced from Flue Gas Desulfurization Plant at APCPL

Sl. No	CONDITION	DETAILS
01	Name of Bidder	
02	Status (Company/Individual/Partnership Firm)	
02	(a) GST Number, as may be applicable	
	(b) M/s MSTC Registration Number	
	(C) PAN Number	
	<b>Nature of Business:</b>	
	(d) Name of Product/Service	
	Production/Service Capacity per Annum	
	Whether capable of handling FGD Gypsum in environmentally friendly way as per extant regulation / law (Yes / No)	
03	Registered Address	
04	Communication Address	
05	GSTIN Number/UIN Number	
06	Address of the location where bidder proposes to transport FGD Gypsum if issued	
07	<b>Details of the Person authorized to sign all documents including correspondence, etc.</b>	
	Name of Authorized Person	
	Designation	
	Telephone Number	
	Fax Number	
	e-Mail id	
	Alternate e-mail id	
08	Any other relevant information	

Dear Sir,

I/We hereby declare confirmation/acceptance to following:

- We hereby declare that there are no deviations from the terms and conditions outlined in the Bidding documents.
- Further, we confirm acceptance of Fraud Prevention Policy and Debarment Policy of NTPC/APCPL as attached with the bidding document
- Any deviation, variation, or additional condition etc. or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendment (s)/Clarification(s)/Addenda/Errata (if any) found anywhere in our bid proposal, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to the owner, failing which our bid shall be rejected.

I/We hereby confirm to the above conditions and understand that the bid shall be evaluated/suitably loaded by NTPC based on the above.

Date: \_\_\_\_\_

For M/s \_\_\_\_\_  
(User Agency)

Place: \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_  
(Authorized person having Power of

Attorney)

Designation \_\_\_\_\_

Company Seal

- Duly attested copies of PAN card indicating PAN Card number and GST registration number (with up to amendment) are to be enclosed.

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

**Name of the Work / Package:** Sale of Gypsum Produced from Flue Gas Desulphurization Plant at APCPL

To,  
Aravali Power Company Private Limited  
Indira Gandhi Super Thermal Power Station  
Vill. Jharli, Tehsil Matanhail,  
Distt Jhajjar – 124141  
Haryana

Dear Sir,

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

Date: \_\_\_\_\_  
Place: \_\_\_\_\_

For M/s \_\_\_\_\_  
(User Agency)

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_  
(Authorized person having Power of Attorney) Designation \_\_\_\_\_

Company Seal

## DECLARATION ON DEBARMENT POLICY

**Name of the Work / Package:** Sale of Gypsum Produced from Flue Gas Desulphurization Plant At APCPL

To,  
Aravali Power Company Private Limited  
Indira Gandhi Super Thermal Power Station  
Vill. Jharli, Tehsil Matanhail,  
Distt Jhajjar – 124141  
Haryana

Dear Sir,

- 1 We have read the contents of the Banning Policy of NTPC displayed on its tender website <http://www.ntpctender.com> and agree to abide by this policy. Further, in terms of requirement under Banning policy we hereby declare the following:
  - a) We have not been Banned / Blacklisted as on date of submission of bid by Ministry of Power or Government of India.
  - b) We have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.
  - c) Our Director(s) / Owner(s) / Proprietor / Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.
- 2 We further declare as under:

that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NTPC Limited shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Pre Bid EMD / Bid Security / Performance Bank Guarantee.

Date: \_\_\_\_\_  
Place: \_\_\_\_\_

For M/s \_\_\_\_\_  
(User Agency)

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_  
(Authorized person having Power of  
Attorney) Designation \_\_\_\_\_

Company Seal

**EFT FORM**  
(TO BE FILLED IN CAPITAL LETTERS)

To,  
Aravali Power Company Private Limited  
Indira Gandhi Super Thermal Power Station  
Vill. Jharli, Tehsil Matanhail,  
Distt Jhajjar – 124141  
Haryana

Dear Sir,

We, hereby authorize the Owner to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:

## 1. NAME OF THE BENEFICIARY

[illegible]

## 2. ADDRESS

										PIN CODE									

### 3. TELEPHONE NUMBERS (WITH STD CODE)

[illegible]

#### 4. BANK PARTICULARS

**A) BANK NAME**

[illegible]

**B) BANK TELEPHONE NUMBERS (WITH STD CODE)**

[illegible]

### c) BRANCH ADDRESS

[illegible]



**D) BANK FAX NUMBER (WITH STD CODE)**

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

**E) BRANCH CODE**

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

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

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

**G) 11 DIGIT IFSC CODE OF THE BANK**

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

**H) BANK ACCOUNT NUMBER**

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

**I) BANK ACCOUNT TYPE (TICK ONE)**

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**IF OTHERS, SPECIFY**

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

**5. PERMANENT ACCOUNT NUMBER (PAN)**

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

**6. e-MAIL Address for Intimation regarding release of payments**


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

SIGNATURE

(AUTHORISED SIGNATORY)

Name:


DATE

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

[OFFICIAL STAMP]

**BANK CERTIFICATION:**

It is certified that above mentioned beneficiary holds a bank account number \_\_\_\_\_ with our branch and the Bank particulars mentioned above are correct.

SIGNATURE

(AUTHORISED SIGNATORY)

Authorization number: \_\_\_\_\_

Name:

DATE


[OFFICIAL STAMP]

Enclosure: Cancelled Blank Cheque in original

**ANNEXURE – XI**

**PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE  
(To be stamped in accordance with Stamp Act)**

Ref.

Bank guarantee No.

Date: .....

To,

**Aravali Power Company Private Limited  
Indira Gandhi Super Thermal Power Station  
Vill. Jharli, Tehsil Matanhail,  
Distt Jhajjar – 124141  
Haryana**

Dear Sirs,

In consideration of the Aravali Power Company Private Limited (hereinafter referred to as the "Owner", which expression shall unless repugnant to the context or meaning thereof includes its executors, administrators, successors and assigns) having accepted offer of purchase of FGD Gypsum 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 executors, 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 FGD Gypsum 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 executors, 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

1. Signature

Name\_\_\_\_\_

Official Address\_\_\_\_\_

\_\_\_\_\_

2. Signature

Name\_\_\_\_\_

Official Address\_\_\_\_\_

\_\_\_\_\_

Signature

Name\_\_\_\_\_

Designation\_\_\_\_\_

Bank's Common Seal\_\_\_\_\_

Power of Attorney No\_\_\_\_\_

Date\_\_\_\_\_

Seal of Bank

**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.*

**BANK GUARANTEE VERIFICATION CHECK LIST**

1. Bank Guarantee Number \_\_\_\_\_
2. Issuing Bank \_\_\_\_\_
3. Amount of BG \_\_\_\_\_
4. Nature of BG and No. of \_\_\_\_\_  
Pages \_\_\_\_\_
5. Validity of BG \_\_\_\_\_
6. Package Description \_\_\_\_\_
7. Vendor Reference  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 e-Mail \_\_\_\_\_
8. Bank Reference  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 e-Mail \_\_\_\_\_

Sl. No.	Details of Checks	Yes / No
1.	Is the Bank Guarantee on non-judicial stamp paper / e-stamp paper of appropriate value, as per Stamp Act?	
2.	Whether date, purpose of purchase and name of the purchaser are indicated on the stamp paper?  (The date of purchase of stamp paper should be of any date on or before the date of execution of Bank Guarantee and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the Bank Guarantee has been issued. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor.)	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank?	
4.	Has the executing Officer of Bank Guarantee indicated his name, designation, and Power of Attorney No./ Signing Power number, etc., on the Bank Guarantee?	

5.	Is each page of Bank Guarantee duly signed /initiated by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars under seal of Bank as required in the prescribed proforma?	
6.	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Auction Documents / Bidding Document Number / Specification Number / Letter of Award Number, Amount of BG and Validity of Bank Guarantee correctly mentioned in the Bank Guarantee?	
8.	Whether overwriting / cutting if any on the Bank Guarantee have been properly authenticated under signature and seal of executant?	
9.	Whether the Bank Guarantee has been issued by a Bank in line with the provisions of Bidding documents?	
10.	In case Bank Guarantee 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 documents?	

Date: \_\_\_\_\_  
Place: \_\_\_\_\_

For M/s \_\_\_\_\_  
(User Agency)

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_  
(Authorized person having Power of Attorney)

Designation \_\_\_\_\_



**LIST OF BANKS WHOSE BANK GUARANTEE IS ACCEPTABLE FOR CONTRACT  
PERFORMANCE GUARANTEE**

**A. STATE BANK OF INDIA**

**B. NATIONALISED BANKS**

1. Bank of Baroda
2. Bank of India
3. Bank of Maharashtra
4. Canara Bank
5. Central Bank of India
6. Indian Overseas Bank
7. Indian Bank
8. Punjab National Bank
9. Union Bank of India
10. Punjab & Sind Bank
11. UCO Bank

**C. SCHEDULED PRIVATE BANKS (INDIAN BANKS)**

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

**D. SCHEDULED PRIVATE BANKS (FOREIGN BANKS)**



1. AB Bank Ltd
2. Abu Dhabi Commercial Bank PJSC
3. American Express Banking Corporation
4. Australia & New Zealand Banking Group Limited
5. Barclays Bank Plc
6. Bank of America
7. Bank of Bahrain & Kuwait B.S.C.
8. Bank of Ceylon
9. Bank of China Limited
10. Bank of Nova Scotia
11. BNP Paribas
12. Citi Bank NA
13. Cooperative Rabobank UA
14. Crédit Agricole Corporate and Investment Bank
15. Credit Suisse AG
16. CTBC Bank Co Ltd
17. DBS Bank India Ltd
18. Deutsche Bank A.G.
19. Doha Bank Q.P.S.C
20. Emirates NBD Bank (PJSC)
21. First Abu Dhabi Bank PJSC
22. FirstRand Bank Ltd
23. HSBC Ltd
24. Industrial & Commercial Bank of China Ltd
25. Industrial Bank of Korea
26. JP Morgan Chase Bank, National Association
27. JSC VTB Bank
28. KEB Hana Bank
29. Kookmin Bank
30. Krung Thai Bank Public Company Ltd
31. Mashreq Bank PSC
32. Mizuho Bank Ltd
33. MUFG Bank, Ltd
34. NatWest Markets Plc
35. PT Bank Maybank Indonesia TBK
36. Qatar National Bank (Q.P.S.C.)
37. Sberbank
38. SBM Bank (India) Ltd
39. Shinhan Bank
40. Societe Generale
41. Sonali Bank Ltd
42. Standard Chartered Bank
43. Sumitomo Mitsui Banking Corporation
44. United Overseas Bank Ltd
45. Westpac Banking Corporation
46. Woori Bank

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

**ANNEXURE – XIV**

**FORM OF EXTENSION OF BANK GUARANTEE**  
(On Non-judicial stamp paper of same value on which original BG was executed)

**Annexure – 11**

Reference Number \_\_\_\_\_

Date: \_\_\_\_\_

To,  
Aravali Power Company Private Limited  
Indira Gandhi Super Thermal Power Station  
Vill. Jharli, Tehsil Matanhail,  
Distt Jhajjar – 124141  
Haryana

Dear Sir,

Subject: Extension of Bank Guarantee Number \_\_\_\_\_ Dated \_\_\_\_\_  
\_\_\_\_\_ for \_\_\_\_\_ [indicate value of bank  
guarantee] \_\_\_\_\_ favouring yourselves expiring on \_\_\_\_\_  
\_\_\_\_\_ on account of M/s \_\_\_\_\_  
(Name of Bidder) \_\_\_\_\_ in respect of Contract for \_\_\_\_\_ (Insert  
Package name) \_\_\_\_\_, (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 number \_\_\_\_\_  
Dated \_\_\_\_\_ 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  
number \_\_\_\_\_ Dated \_\_\_\_\_ shall remain unaltered and binding.

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

Signature  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Bank's Common Seal \_\_\_\_\_  
Power of Attorney No \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Seal of Bank

**INDEMNITY BOND**

**(On non-judicial paper of appropriate value and to be stamped**

**in accordance with Stamp Act)**

**The stamp paper to be in the name of Gypsum Recipient**

This bond of indemnity is made on this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_  
(Name and address) and \_\_\_\_\_ (details of the incorporation of the Gypsum Recipient)  
hereinafter referred to as the 'Gypsum Recipient' which expression shall unless repugnant to the context  
or meaning thereof, include its successors, administrators, executors and assigns) in favour of Aravali  
Power Company Private Limited hereinafter referred to as the 'APCPL (hereinafter called APCPL)',  
which expression shall, unless repugnant to the context or meaning thereof include its  
successors, administrators and assigns)

WHEREAS, APCPL has issued to the Gypsum Recipient, an order / permission letter / Letter of  
Award Number \_\_\_\_\_ Dated \_\_\_\_ and in terms of the said order, APCPL has agreed to issue FGD -  
Gypsum to Gypsum Recipient.

AND WHEREAS one of the conditions for the issue of the 'FGD – Gypsum' is that the Gypsum Recipient  
shall furnish an Indemnity Bond in favour of the APCPL, indemnifying APCPL from any liability of  
whatsoever nature, which may arise due to violation / Non – compliance of any applicable norms / rules  
/ regulations / Guidelines / laws during the course of execution of order / permission letter / Letter of  
Award Number \_\_\_\_\_  
\_\_\_\_\_ by way of omission or commission by the Gypsum Recipient or its representatives/agents.

**Now this Indemnity Bond witnesseth as follows:**

- 1.0 The Gypsum Recipient hereby undertakes to fully and irrevocably indemnify and keep indemnified  
APCPL against any and all of various liabilities of whatsoever nature, which may arise due to  
any mistake / accident/ injury / death / actions / suits / proceedings / losses/ costs / damages /  
claim and demands of any nature whatsoever associated or involved with the contract / buyer  
during the contract period / violation / Non – compliance of any applicable norms / rules /  
regulations/ Guidelines / laws including MOEF&CC Guidelines during the course of lifting or  
handling of Gypsum and for future obligations (if any), by way of omission or commission by the  
Gypsum Recipient or its representatives / agents for FGD - Gypsum issued by the APCPL to the  
Gypsum Recipient vide order / permission letter / Letter of Award Number \_\_\_\_
- 2.0 This Indemnity Bond shall be valid till six (6) calendar months after the scheduled date / actual date  
of complete lifting of allocated FGD - Gypsum Quantity, whichever is later.
- 3.0 It is clearly understood and agreed to by the Gypsum Recipient that non-observance of the  
obligations under this Indemnity Bond by the Gypsum Recipient shall Inter-alia constitute a criminal  
breach of trust on the part of the Gypsum Recipient, and they shall be liable for all legal / penal  
consequences thereof as decided by APCPL.
- 4.0 Now the condition of this Bond is that the Gypsum Recipient shall duly and punctually comply with  
all the terms and conditions of this bond to the satisfaction of APCPL, then, the above bond shall  
be void, but otherwise, it shall remain in full force.
- 5.0 That this bond shall be irrevocable during its validity period and the Gypsum Recipient shall not  
revoke this bond till it is discharged by APCPL in writing.

For M/s \_\_\_\_\_  
(Gypsum Recipient)

Signature \_\_\_\_\_

WITNESS:

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Printed Name \_\_\_\_\_  
(Authorized person having Power of  
Attorney) Designation \_\_\_\_\_  
**Company Seal**

**ANNEXURE – XVI**

**MODEL AWARD LETTER FOR SALE OF GYPSUM PRODUCED FROM FLUE GAS  
DESULPHURIZATION AT APCPL STATIONS**

**LETTER OF AWARD**

Reference Number: \_\_\_\_\_

Date: \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Kind Attention:** \_\_\_\_\_

**Subject: Letter of Award for “Sale of Gypsum Produced from Flue Gas Desulphurization Plant at APCPL- IGSTPP”**

Dear Madam / Sir,

This has reference to the following:

1. Bid document Reference Number \_\_\_\_\_  
Containing:
  - a. Invitation for Bid
  - b. Instructions to Bidders
  - c. General Conditions of Contract
  - d. Scope and Special Conditions of Contract
  - e. Forms, Formats and Annexures
  - f. NTPC/APCPL Bidding Policy
  - g. NTPC/APCPL Fraud Prevention Policy
  - h. Anti-Bribery and Anti-Corruption (ABAC) Policy of NTPC/APCPL
  - i. MSTC e-Auction / Tender document / catalogue
2. MSTC Auction Number \_\_\_\_\_
3. MSTC Auction Date: \_\_\_\_\_ hours of \_\_\_\_\_ to \_\_\_\_\_ hours of \_\_\_\_\_
4. Your bid submitted against the e-Auction mentioned above at serial number 02 at M/s MSTC Portal

We are pleased to accept your above-mentioned offer and allocate you ..... MT [XXXXXXXXXX  
XXXXXX Metric Tonne] of Flue Gas Desulphurization Gypsum from APCPL for a period up to 09.09.2025.

### **Scope of work for Buyer**

- i. The FGD Gypsum shall be sold to the interested buyers from the designated delivery point(s) i.e., gypsum storage facility of APCPL station (IGSTPP Plant, Jharli Jhajjar) on as-is- where-is basis.
- ii. The buyer shall make all other arrangements, including deployment of vehicles as per requirement, for taking delivery on his own.
- iii. The buyer shall adhere to the extant Gate entry/exit system being followed at APCPL.
- iv. The buyer shall take weighment of Gypsum in the designated weigh bridge of APCPL at the station premise.
- v. Transportation of gypsum from the APCPL station to the destination shall be done by the Buyer at its own risk & cost.
- vi. The Buyer shall be liable and responsible for payment of all statutory levies in the form of taxes, duties etc. on the sale of gypsum. Such statutory liabilities, if any, shall be in scope of buyer and no reimbursement towards the same shall be made by APCPL.
- vii. The buyer shall also make necessary arrangement during transportation to prevent fugitive emission/ spillage of Gypsum as per the extant government norms at its own cost.

### **Scope of work for APCPL**

- i. Loading of gypsum in the trucks of the buyer shall be done by APCPL through backhoe loader/JCB/ other existing facility only. If any other method of loading is desired by the buyer, the same has to be arranged by the buyer at his cost.
- ii. APCPL would be in a position to make available allocated quantity of FGD Gypsum from "Delivery Points" / Other Suitable Locations as decided by EIC of APCPL, subject to availability, Force Majeure conditions and unplanned outage of Plant, etc.

### **Terms and Conditions of FGD Gypsum:**

The contract shall be performed by you strictly in accordance with the terms and conditions contained in bidding documents for the subject e-Auction / Scope of work and Special Conditions of Contract / General Conditions of Contract and / Auction catalogue / definitions, its amendments, deletions and 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 APCPL.

#### **1. Contract Period:**

- a. Date of Start shall be \_\_\_\_\_ or as per the instructions of APCPL's Engineer-In-Charge
- b. The completion date of contract period / Sale Period is Twelve (12) Months from the date of start, or till the completion of supply of Bid quantity, whichever is earlier.

#### **2. Commencement of Sale:**

Commencement date of issue of Gypsum is from \_\_\_\_\_ for the quantity mentioned above.

#### **3. Price:**

The price of FGD Gypsum is INR \_\_\_\_\_/- per MT [Rupees \_\_\_\_\_ Only, per Metric Tonne], exclusive of all taxes and duties and the total contract value is INR \_\_\_\_\_/- [Rupees \_\_\_\_\_], exclusive of all taxes and duties.

#### **4. Price Adjustment:**

The price of FGD Gypsum indicated at clause 03 above, shall remain firm for a period of one year or till the completion of supply of bid quantity, whichever is earlier.

**5. Working Hours:**

Delivery of gypsum is intended to be given on all working days (excluding Sunday and Holidays) or as per Engineer-in-Charge between working hours i.e. 10 AM to 6 PM.

**6. Quality of Gypsum:**

Owner would deliver Gypsum at designated delivery point(s) on "As Available" basis with the following parameters:

Parameter	UOM	Max	Min	Average*
Purity	%	92	86	~ 89
Moisture	%	18	10	~ 14
Chloride	PPM	250	100	~ 175

**7. Consideration payable by the Buyer:**

Allocated quantity of FGD Gypsum for any period shall be divided into monthly quantity and amount payable based on the quantity for one month is to be deposited in advance (along with all taxes and duties as applicable) in the form of RTGS/NEFT/Demand Draft in favour of Aravali Power Company Private Limited payable at Bahadurgarh / Jharli.

**8. Delivery Point:**

- Owner would deliver Gypsum from the designated delivery point(s) i.e. gypsum storage facility installed at APCPL or as may be indicated / shown / pointed out by the EIC for the contract. on "As Available" basis.
- FGD Gypsum shall be considered to have been delivered as it passes into the buyer's vehicle at the loading point.

**9. Payment Terms:**

- Delivery shall be made against advance payment in conformity with APCPL Policy for collecting advance. The amount of advance shall be equivalent to value of one (01) month of off-take quantity.
- The advance amount shall be adjusted against delivery.
- Buyer to pay any taxes / duties extra on the applicable rates.
- Buyer to deposit the CPG @ 5 % of award value, in addition to advance mentioned above at clause (a) before start of work.
- Permission to start the work will be given for first month after deposition of CPG and one-month advance payment along with the applicable taxes / duties within 15 Days of placement of award.
- Permission for next subsequent month will be given after depositing the advance payment for that month along with the taxes / duties before start of the that month.
- All bank charges shall be borne by the buyer.

**10. Contract Performance Guarantee (CPG) / Security Deposit (SD):**

- Contract Performance Guarantee (CPG) / Security Deposit (SD) of INR\_\_\_\_/- [Rupees \_\_\_\_\_ Only] i.e. @ 5 % of the value [INR\_\_\_\_/-] 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 favour of **APCPL** payable at **Bahadurgarh / Jharli**.  
CPG / SD submitted in the form of Bank Guarantee shall be valid for 90 days in addition to period



of contract.

- b. For commencement of supplies, submission of CPG / SD is a precondition.
- c. Failure to comply with the requirement of Submission of Contract Performance Guarantee / Security Deposit within the prescribed time shall constitute sufficient grounds for the annulment of the allocation order and forfeiture of the Bid Security (EMD). In that event no damages or compensations shall be payable to the buyer.
- d. Contract Performance Guarantee (CPG) / Security Deposit (SD) shall be released within Ninety (90) days after successful completion of contract in all respects

#### **11. Taxes and Duties:**

- a. The Bidder shall be liable and responsible for payment of all statutory levies in the form of GST and all other taxes & duties applicable on the Sale of FGD Gypsum. Such statutory liabilities, if any, shall be paid by bidder extra at actual. ("Goods and Services Tax" or "GST" means taxes levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax(Compensation to States) Act, and various State / Union Territory Goods and Services Tax Laws and applicable cess, if any under the laws in force (hereinafter referred to as relevant GST Laws).")
- b. All FGD Gypsum will be sold on Ex Silo / Ex Works basis. Regarding exports of FGD Gypsum 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.

#### **12. Commencement of first off take:**

Commencement of first off take for buyers of gypsum should not exceed beyond fifteen (15) days from the date of issue of award letter unless specifically agreed to by the Owner

#### **13. Special Conditions of Sale:**

- a. The bidder shall consume/use the allocated quantity of Flue Gas Desulfurization Gypsum at their plants in India or abroad or may trade to other end users.
- b. FGD-Gypsum Sale orders will be issued to various vendors separately corresponding to their allocation by APCPL.
- c. Bidder shall comply with all statutory environmental and safety norms during the period of contract.
- d. Buyer should cover its truck with tarpaulin or any other means prior to exit of the truck from the APCPL premises to avoid any fugitive dust emission.
- e. Gypsum is a by product produced during desulfurization of flue gas generated from burning of coal in Power plant units for generation of electricity. The generation from power plant is mainly dependent on external factors like demand in national / regional power grid and availability of coal, which cannot be predicted with certainty. Unscheduled shutdowns of units also affect generation of electricity. Therefore, though all efforts will be made to make available the contracted quantity of Gypsum, supplier does not guarantee availability of gypsum as per contracted quantity as per schedule and will not be liable for any compensation or damages for non-supply of required quantity of the gypsum.
- f. The total sale period will be counted from the first off take or delivery of Gypsum of each buyer.
- g. The maximum time deviation will be allowed up to Three months after the completion period of sale. The time extension will be given on submission of written request by buyer depending on the merit of the case.
- h. The supplier reserves the right to sell the quantity not lifted by the buyers to any other party.
- i. In case the vendor fails to lift the quantity as per agreed schedule, then for all deviation of off take beyond (-) 25 % per month APCPL reserves the right to sell it to any other party at the risk and cost of the buyer. The shortfall in the amount will be adjusted from the buyer's advance deposited amount.

#### **14. Lifting Sequence and allocation after Auction Process:**

To be finalized by EIC depending upon site specific conditions with following general guidelines regarding Daily allocation of FGD - Gypsum

- a. In case daily generation is more than daily tie-ups, lifting sequence shall be on first-cum-first serve basis unless there is some technical and operational constrain etc.
- b. In case, daily generation is less than daily tie-ups, lifting sequence shall be pro-rata allocation basis. However, if there is no congestion lifting sequence shall be on first-cum-first serve basis unless there is some technical and operational constrain etc.
- c. All allocated bidders (or transportation vendors) shall be expected to follow the above sequence and mobilize accordingly.
- d. In case of non-mobilization / inadequate mobilization, APCPL may, at its discretion, allocate such quantity to alternate bidder(s) / avenue(s). Decision of Engineer in Charge (EIC)-APCPL shall be final and binding in this regard.
- e. There will be no priority in case of Gypsum lifting sequence for bidder allocated gypsum at higher price, during low generation allocation of Gypsum shall be done on pro rata original allocation basis and adjusted quantity percentage/factor shall remain same for all buyers (except mobilization time).

#### **15. Delivery:**

- a. Transportation of gypsum shall be in the scope of buyer. The buyer(s) shall make arrangements for taking delivery in their own trucks. Transportation of gypsum in trucks from the delivery point to the destination shall be done by the Buyer at its own risk and cost.
- b. APCPL would deliver gypsum from the gypsum storage facility of IGSTPP Plant as per the contract for sale.
- c. Loading of gypsum in the truck of the buyer shall be done by APCPL through backhoe loader / JCB on free of cost basis. If any other method of loading is desired by the buyer, the same has to be arranged by the buyer at his cost.
- d. Quality parameters shall be checked and certified by APCPL periodically at APCPL lab. Testing may be witnessed by Buyer at the APCPL site. Buyer can also check the quality parameter of Gypsum before loading in the truck at their cost.
- e. Gypsum shall be considered to have been delivered once loaded into the buyer's vehicle at the loading point.
- f. Supplier has to ensure that no overloading of gypsum in trucks is done. The buyer shall be solely responsible for excess loading of gypsum in their trucks against the permitted quantity as per prevailing rules and guidelines.
- g. In case of any issue related to quality parameters of Gypsum, buyer can visit APCPL laboratory and witness the checking procedure and systems and be satisfied with the results. However even then if issue is persisting, then a joint sample of gypsum will be collected and will be tested at APCPL Lab. However even then if issue is persisting, then a joint sample of gypsum will be collected & will be sent to mutually agreed NABL laboratory in India. The result of Gypsum sample from NABL laboratory will then be binding & final for both seller & buyer. Cost of such checking by NABL laboratory shall be borne by buyer.

#### **16. Weighment for invoicing:**

- a. FGD Gypsum shall be issued based on actual weight at APCPL premises or nearest APCPL authorized weighment facility. The weight so recorded shall be considered as final.
- b. Unit: The lifted FGD Gypsum shall be weighed in the terms of MT (Metric Tonne).
- c. Buyer should depute his authorized representative to the power station for co-ordination and taking delivery of gypsum.

- d. Supplier has the right to suspend the delivery of gypsum in case the advance payment is not available or is not made by the required date. Such suspension of delivery shall be to the account of buyer.

**17. Billing:**

Owner will issue Challan / Exit gate pass on daily basis for each truck of the buyer while making the delivery. Invoices shall be issued on daily / weekly / fortnightly / monthly basis and shall deliver to the Buyer(s) an invoice showing the value of the gypsum delivered for each day, along with applicable duty / taxes / cess etc. The invoiced amount shall be adjusted against the advance payment made by the buyer(s).

**18. Upward Quantity Flexibility**

If requested by the Buyer the Owner may consider supply of additional quantity over and above the allocated quantity, within the contracted period, subject to availability and at the sole discretion of the Owner at the highest price quoted by any bidder during the auction process.

**19. Responsibility during Gypsum loading and transportation:**

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

**20. Insurance and 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 area (inside/outside the plant) which may arise out due to buyers act/negligence while carrying out the contract.
- c. Buyer will submit an indemnity bond as per prescribed format (Annexure – XV) to keep APCPL indemnified against legal proceedings / paying damages arising out of non-compliances by the bidder, if any.

**21. Indemnities for Environmental Conditions:**

All Regulatory and Statutory compliances to be ensured by the bidder while lifting / transportation / Disposal/ Usage / Sale etc.

**22. Compliance by Bidders:**

Bidders to comply with all reasonable controls imposed by the APCPL station and to cooperate with the station and other operating bidders / buyers and to abide by the decision of EIC. In case of any dispute the decision of EIC shall be final and binding.

**23. 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.

**24. 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 Gypsum or issue of reduced quantity of Gypsum for any reason whatsoever.

**25. Termination of Contract**

- a. In case, off take of gypsum by vendor falls below 50% of the contracted or agreed quantity, whichever is lower, as per clause 13 mentioned above, during two consecutive months, then APCPL reserves the right to terminate the contract by giving 15 days notice in writing of their intentions to do so and in such case the CPG of the vendor will be forfeited.
- b. The Supplier also reserves the right to terminate the contract in the event of breach of contract by the buyer giving one month notice in writing of their intentions to do so and in such case the CPG of the vendor will be forfeited.

**I. Following will constitute breach of contract:**

- (i) Delay in gypsum off-take / non - lifting of gypsum by Buyer from committed start date by more than one month.
  - (ii) In case, gypsum off take falls below 50 % during two consecutive months of the contracted or agreed quantity (whichever is lower), during any month.
  - (iii) Buyer is not complying with operational and safety requirements.
  - (iv) Buyer has failed to discharge his obligations according to other terms & conditions of contract.
  - (v) Non-payment / reimbursement of statutory taxes and duties by the Buyer.
- c. Contract for sale of Gypsum may be terminated at any time depending on the policy of the Government and / or other concerned authorities. Owner reserves the right for withdrawal of the contract in the interest and safety of the station and the Company by giving 15 days' notice in writing to the buyer.

**26.** Buyer will submit an indemnity bond as per prescribed format (Annexure –XV) to keep APCPL indemnified against legal proceedings / paying damages arising out of non-compliances by the bidder, if any.

**27.** Only District Court Jhajjar/ Haryana High Court shall have the exclusive jurisdiction in all matters pertaining to the Sale / FGD Gypsum supply.

**28. Engineer-In-Charge:**

Mr. \_\_\_\_\_ | \_\_\_\_\_@ntpc.co.in | \_\_\_\_\_ will be the Engineer-In-Charge for the contract.

**29.** The terms and conditions as mentioned in the subject bidding / e-Auction documents will form a part of the contract.

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, failing which, this letter of allocation will be deemed to be accepted in full by you.

For and On Behalf of APCPL

Enclosure: Bidding / Auction documents for the subject e-Auction

