

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users  
from APCPL Jhajjar (3 X 500 MW).**

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



*Invitation for Expression of Interest (EOI)  
For Allocation of Dry fly Ash to MSEs/Local Users From  
INDIRA GANDHI SUPER THERMAL POWER PROJECT  
Stage-I*

*EOI Reference: APCPL/AU/01/EOI/26-27/CRN4645*

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# Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).

## Section I

### General Information

#### 1. General Details about APCPL:

ARAVALI POWER COMPANY PRIVATE LIMITED (APCPL), a Joint Venture Company of APCPL Ltd., HPGCL & IPGCL, having its Registered Office at APCPL 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, (henceforth referred to as APCPL / Supplier/seller which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) intends to promote utilization of fly ash as resource material. To facilitate this, APCPL wishes to sell fly ash to Interested bidders who are micro and small enterprises engaged in ash-based product manufacturing namely, bricks, blocks, tiles, sintered or cold bonded ash aggregates, fibre cement sheets, pipes, boards, panels [as per para D(4) inserted to the MOEF&CC Notification on ash utilisation from coal or lignite thermal power plants dated 31.12.2021 amended on 01.01.2024] and local user. The commencement of sale shall start from 01.07.2026 or the date of start as decided by EIC. Period of sale will be valid for One year.

APCPL thus invites eligible and interested micro and small enterprises and local users to participate in the EOI for allocation of Dry Fly Ash from APCPL as stipulated in revised guidelines of MOPs dated 30.01.2026 to Coal and Lignite based Thermal Power Plants (TPPs) to utilize ash in accordance with MOEF&CC notifications as mentioned above.

#### 2. Scope of Supply:

APCPL invites eligible and interested micro and small enterprises and local users to participate in the EOI, engaged in ash-based product manufacturing namely, bricks, blocks, tiles, sintered or cold bonded ash aggregates, fibre cement sheets, pipes, boards, panels from Ash Silo chutes / Other Suitable Locations as decided by Engineer-In-Charge of APCPL, on “As Available” basis.

Total quantity of Fly Ash in MT is available for sale as per detail given hereunder:

Power Stations/Location	Total Quantity offered for Sale	Fly Ash Quality to be supplied	Period of Sale
Indira Gandhi Super Thermal Power Station of Aravali Power Company Pvt. Ltd. Post: Jharli Dist: Jhajjar Haryana -124141	To MSEs engaged in ash-based product manufacturing: 3,80,000 MT (minimum 80,000 MT shall be issued to Local Users)	on “As Available” basis	One [01] Year

**NOTE: EMD/Bid Security amount of Rs. 15,000/- (Rupees Fifteen Thousand only) must be submitted**

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through Wire Transfer (NEFT/RTGS/EFT) only. EMD shall be deposited from the account of respective bidder. Any documents for EOI shall be only considered after receiving valid EMD as per clause 6.a of General Conditions to participate in EOI.

### **3. EXPRESSION OF INTEREST:**

APCPL invites Expression of Interest (EOI) for bidders mentioned below:

#### **(a) Micro & Small Enterprises (MSEs):**

MSEs engaged in manufacturing of ash-based products such as bricks, blocks, tiles, sintered or cold-bonded ash aggregates, fibre cement sheets, pipes, boards, and panels, and having either a valid 'Consent to Operate' (CTO) issued by CPCB / SPCBs, wherever applicable, or a valid MSE / Udyam registration certificate.

#### **(b) Local Users:**

'Local Users' situated within a 100 km radius of the plant, on the basis of a self-declaration, confirming that the ash will be utilized solely for eco-friendly purposes.

#### **How to apply:**

Interested Micro and Small Enterprises (MSEs) /Local Users/Bidders desirous of receiving dry fly ash from APCPL as per the terms and conditions of this EoI, may submit their Expression of Interest along with specified **documents and duly filled in enclosed on by Bidder**” through [eProcurement Portal](https://etenders.gov.in/eprocure/app) with link <https://etenders.gov.in/eprocure/app> Portal on or before the last date of document submission as per portal.

### **4. Eligibility for MSEs Participation/ Local Users Participation:** All bidders, fulfilling the following criteria, are eligible to participate in the EOI:

a. The bidder must have a valid Udyam Registration Certificate, MSE registered under Trader(s) and / or Service provider(s) shall not be allowed to bid under this EOI. (As per MSME Notification S.O. 2119 (E) dated 26th June 2020, from 1st June 2022, Udyam registration shall be the ONLY valid MSME Registration Document. Except Udyam Registration Certificate no other registration documents will be considered for MSEs exemption and benefits for bids, unless until GOI extends the validity of other MSEs registration certificate.)

b. The bidder must be a manufacturer, engaged in making ash-based products like bricks, blocks, tiles, sintered or cold bonded ash aggregates, fiber cement sheets, pipes, boards, panels as mentioned in the para D(4) inserted to the MoEF&CC Notification on ash utilization from coal or lignite thermal power plants dated 31.12.2021 amended on 01.01.2024. In order to meet the above requirement, bidder is required to submit relevant documents like Consent to Operate Order from CPCB / SPCB wherever applicable, Registration certificate from the concerned state industries / revenue / etc., License to Work as a Factory, Pollution Clearance Certificate wherever applicable, Documentary evidence for the production capacity of the plant or any other relevant documents for establishing that the bidder is manufacturer of one or more aforesaid ash-based products.

c. The bidder who submits an Undertaking as per prescribed format (Annexure – C), executed on non-judicial Stamp Paper, duly Notarized by a notary public), duly signed by authorized signatory of the bid, inter- alia confirming the following:

i. The bidder is a micro and small enterprise, engaged in manufacturing of ash-based product namely

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bricks, blocks, tiles, sintered or cold bonded ash aggregates, fibre cement sheets, pipes, boards, panels as per para D(4) inserted to the MoEF&CC Notification on ash utilisation from coal or lignite thermal power plants dated 31.12.2021 amended on 01.01.2024.

ii. The bidder shall utilize / ensure utilization of ash (bought under the subject Auction) under eco-friendly avenues as per extant MoEF&CC Notification.

d. The successful bidders, during execution, shall be required to submit a Notarized Affidavit as per prescribed format (Annexure – D), on half yearly basis regarding ‘actual utilization of already issued ash’.

e. Have uploaded the required documents at portal before the last day of submission of documents as per and found correct as per terms and conditions of EOI document, along with all relevant Annexures duly filled say ‘no deviation statement, Fraud prevention policy, etc.

**f. Please note that technical cover comprising of all the above documents shall be opened only after Fee cover (EMD submission verification). Any documents for EOI shall be only considered after receiving valid EMD as per clause 6.a of General Conditions to participate in EOI.**

**5. Eligibility for Local Users Participation:** The local user have to submit the documents mentioned above in Clause-4 and the Address Proof along with self-notarized affidavit of radial distance 100 KM from APCPL with Geo-tagged photo and google map screen shot showing the radial distance.

### **6. Documents to be Submitted:**

#### **6.a. Documents Required for MSEs/ Local Users during applying for EOI**

##### **o Proof of Submission of EMD**

o Valid Udyam Registration Certificate under manufacturing category.

o Anyone of the following Relevant document(s) for establishing the bidder to be a manufacturer of one or more ash based product namely, bricks, blocks, tiles, sintered or cold bonded ash aggregates, fibre cement sheets, pipes, boards, panels as mentioned in the para D(4) inserted to the MOEF&CC Notification on ash utilisation from coal or lignite thermal power plants dated 31.12.2021 amended on 01.01.2024

- Consent to Operate Order from CPCB/ SPCB, if applicable
- Registration certificate from the concerned state industries/revenue/etc departments, or License to Work as a Factory as may be applicable.
- Pollution Clearance Certificate as may be applicable.
- Documentary evidence for the production capacity of the plant as may be applicable, such as purchased order of plant & machinery, sale invoice of ash product etc

o PAN CARD

o GST Registration, as may be applicable.

o Company registration as may be applicable.

o Business details of the participant / applicant.

o Notarized affidavit for utilization of ash solely for eco-friendly purposes as per undertaking format

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attached at Annexure C

- Geo tagged photograph of the installed machine/Manufacturing location.
- Address Proof along with self-notarized affidavit of radial distance of the plant from APCPL along with google map screen shot.
- Annexure A, Format for Submission of Response to EOI.
- Annexure B, Certificate of Compliance.
- Annexure H, No Deviation Certificate.
- Annexure J, Acceptance of fraud prevention policy of APCPL.
- Annexure K, Integrity Pact/ Compliance on policy of debarment from business dealings of NTPC Ltd/APCPL.

### **6.b Annexures to be submitted by both Local Users & MSE post award of the contract:**

1. Annexure G, Indemnity Bond
2. Annexure D Affidavit (to be submitted on half yearly basis)

### **General Conditions to participate in EOI.**

1. Interested bidders Please note following points before participation in subject EOI
  - a. In case of individual applicant, the bidder should be at a minimum of 18 years of age.
  - b. In case of other MSE manufacturer without fly ash-based manufacturer & MSE Traders/service/Consortium will not be considered against subject EOI.
  - c. Bidder must submit geotagged images of manufacturing location.
  - d. The Bidder shall be of Indian nationality AND / OR a Company/ Sole Proprietorship / Partnership / Limited Liability Partnership / Consortium / Cooperative Society registered in India AND / OR Non-Resident Indians/ Person of Indian Origin AND / OR a Multinational Company having its registered office in India / Overseas Corporate Bodies having its registered office in India.
  - e. Bidding for the subject package is open to bidders from within the Employer's country only, subject to fulfilment of conditions "Restrictions on procurement from a Bidder of a country which shares a land border with India
  - f. Bids are liable to be rejected if documentation is not complete. Documents of any prospective bidders received offline / through e-Mail / Other means at NTPC Location / s will not be entertained and will not be 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 Portal.
2. **Contract Period:** - The lifting permission shall be valid for a period of One (01) year from date of issue. The Applicant shall have to lift the entire quantity of fly ash allotted to bidder through the Lifting Permission within One (01) year. If the bidder fails to lift the allotted quantity within the stipulated time due to reasons solely attributable to the bidder, no extension of time shall be granted.
3. **Offer/Concessional Price:** The Dry Fly Ash will be made available at the rate of ₹290 per MT plus taxes (GST) as applicable. Transportation shall be in the scope of bidder.

### **4. Allocation of Dry Fly ash Quantity:**

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Allocation of Dry Fly Ash shall be made strictly on **pro-rata basis** among eligible applicants, subject to availability of the reserved quantity of **3,80,000 MT** for:

- MSEs engaged in ash-based product manufacturing, and
- Local Users Category

Out of the above reserved quantity, a minimum of **80,000 MT** shall be reserved to Local Users.

The quantity allocation shall be carried out among all eligible bidders on pro-rata basis by dividing Total Reserved Quantity with Number of Eligible bidders. The allocation to each bidder shall be restricted to lower of the following quantities:

1. Quantity quoted by the bidder at Sl. No. 6 of Annexure-A, or
2. Annual Fly Ash requirement as per available manufacturing capacity self-declared by the bidder at Sl. No. 2.5 of Annexure-A.

The **Maximum Eligible Quantity (MEQ)** for allocation to any bidder shall be lower of the quantity mentioned at Sl. No. 6 of Annexure-A, or Sl. No. 2.5 of Annexure-A.

If sum of total maximum eligible quantities (MEQ) of all the eligible local users is less than **80,000 MT**, then, the quantities allocated to the local users shall be equal to maximum eligible quantities of each bidders and the balance quantity/unallocated quantity shall be distributed among other MSE bidders engaged in ash-based product manufacturing.

If sum of total maximum eligible quantities (MEQ) of all the eligible Local Users is more than **80,000 MT**, then the ash allocation to local users shall be in following manner:

### **Example:**

A,B,C,D and E are local users

X and Y are MSEs engaged in ash-based product manufacturing

### **4.1 Methodology for Pro-Rata Allocation for 80,000MT among local users**

#### **Step-1: Initial Distribution among local users**

$L = \text{Total Reserved Quantity} / \text{Number of Eligible Local Users}$

Where:

$L = \text{Tentative allocation per bidder}$

- Total Reserved Quantity = 80,000 MT

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- Number of Eligible Local Users = N

Therefore:

$$L = 80,000/N$$

The quantity allocation shall be carried out among all Local Users on pro-rata basis limiting to **Maximum Eligible Quantity (MEQ)** of each bidders.

Any balance quantity remaining after the above step-1 shall be considered for the next step of allocation among the eligible local users whose eligible requirement is still unmet.

### **Step-2: Distribution for remaining quantity to eligible Local Users whose eligible requirement is still unmet -**

Any balance quantity remaining after Step-1 shall be redistributed proportionately among the remaining eligible Local users whose eligible requirement is still unmet.

This process shall continue iteratively until:

- the entire reserved quantity is allocated, or
- all eligible requirements are fully met.

Dry Fly Ash shall be allocated to eligible Local users at the concessional rate mentioned in the bid document, till the available reserved quantity (80,000 MT) for local users is exhausted.

Collection of ash from APCPL Silo and transportation thereafter shall be entirely in the scope of the Applicant. Dry Fly Ash shall be issued from APCPL Silo(s) as decided by the Engineer In-Charge (EIC), on “as is where is” basis.

### **Illustrative Example**

Assume:

- Total Reserved Quantity = 80,000 MT
- Total Eligible Bidders = 5

Then,

$$M=80,000/5 =16,000 \text{ MT}$$

<b>Bidder</b>	<b>MEQ (MT)</b>	<b>Initial Allocation (MT)</b>	<b>Allocation after Step-1 (MT)</b>
A	12000	16,000	12,000
B	25000	16,000	16,000
C	27000	16,000	16,000
D	22000	16,000	16,000

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E	17000	16,000	16,000
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In the above case:

- Bidder A can receive only 12,000 MT.

Hence, surplus quantity remaining:

$$(16,000 - 12,000) = 4,000 \text{ MT}$$

The balance quantity of 4,000 MT shall be redistributed proportionately among remaining eligible bidders B,C,D and E, subject to their remaining eligible requirement.

<b>Bidder</b>	<b>MEQ (MT)</b>	<b>Allocation after Step-1 (MT)</b>	<b>Final Allocation for 80,000MT</b>
A	12000	12,000	12,000
B	25000	16,000	17,000
C	27000	16,000	17,000
D	22000	16,000	17,000
E	17000	16,000	17,000

**4.2 Methodology for Pro-Rata Allocation for MSEs engaged in ash-based product manufacturing and local users for 3,00,000MT plus any unallocated quantity from reserved quantity (80,000MT) for local users.**

**Step-1: Initial Distribution among all the eligible bidders (eligible MSEs engaged in ash-based product manufacturing and local users)**

$$M = \text{Total Reserved Quantity} / \text{Number of all the Eligible Bidders}$$

Where:

**M** = Tentative allocation per bidder

- Total Reserved Quantity = 3,00,000 MT
- Number of all the Eligible Bidders = N

Therefore:

$$M = 3,00,000/N$$

The quantity allocation shall be carried out among all the eligible bidders on pro-rata basis limiting to **Maximum Eligible Quantity (MEQ)** of each bidders.

Any balance quantity remaining after the above step-1 shall be considered for the next step of allocation among the all the eligible bidders whose eligible requirement is still unmet.

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**Step-2: Distribution for remaining quantity to all the eligible bidders whose eligible requirement is still unmet -**

Any balance quantity remaining after Step-1 shall be redistributed proportionately among the remaining eligible bidders whose eligible requirement is still unmet.

This process shall continue iteratively until:

- the entire reserved quantity is allocated, or
- all eligible requirements are fully met.

Dry Fly Ash shall be allocated to all the eligible bidders at the concessional rate mentioned in the bid document, till the available reserved quantity (3,00,000 MT) is exhausted .

### **Illustrative Example**

Assume:

- Total Reserved Quantity = 3,00,000 MT
- Total Eligible Bidders = 5

Then,

$$M=3,00,000 /5 =60,000 \text{ MT}$$

<b>Bidder</b>	<b>MEQ (MT)</b>	<b>Initial Allocation (MT)</b>	<b>Allocation after Step-1 (MT)</b>
B (Local Users)	25000	17,000+60,000	17,000+8,000 =25,000
C (Local Users)	27000	17,000+60,000	17,000+10,000 = 27,000
D (Local Users)	22000	17,000+60,000	17,000+5,000 = 22,000
X	2,20,000	60,000	60,000
Y	200000	60,000	60,000

In the above case:

- Bidder B, C and D can receive only up to MEQ.

Hence, surplus quantity remaining:

$$(60,000-8,000) + (60,000-10,000) + (60,000-5,000) = 52,000+50,000+55,000 = 1,57,000 \text{ MT}$$

The balance quantity of 1,57,000 MT shall be redistributed proportionately among remaining eligible bidders X and Y subject to their remaining eligible requirement.

<b>Bidder</b>	<b>MEQ (MT)</b>	<b>Allocation after Step-1 (MT)</b>	<b>Final Allocation for 3,00,000MT</b>
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B (Local Users)	25000	25000	25000
C (Local Users)	27000	27000	27000
D (Local Users)	22000	22000	22000
X	2,20,000	60,000	60,000+78,500 = 1,38,500
Y	2,00,000	60,000	60,000+78,500 = 1,38,500

Dry Fly Ash shall be allocated to eligible bidders at the concessional rate mentioned in the bid document, till the available reserved quantity (3,00,000 MT) is exhausted.

Collection of ash from APCPL Silo and transportation thereafter shall be entirely in the scope of the Applicant. Dry Fly Ash shall be issued from APCPL Silo(s) as decided by the Engineer In-Charge (EIC), on “as is where is” basis.

**5. Affidavit for Utilization of Ash:**

Affidavit for Utilization of Ash: The buyer shall submit affidavit on non – judicial stamp paper of requisite value, certifying the complete use of issued APCPL fly ash certifying the adherence to provisions identified vide extant MoEF&CC Notification and other applicable statutory regulations. This affidavit, in prescribed format, shall be submitted on Half Yearly basis to the APCPL Engineer-In-Charge (format attached as Annexure – D).

**6.**

**a. Bid Security / EMD (INR)**

- i) **EMD/Bid Security of amount Rs. 15,000/- (Rupees Fifteen Thousand only) must be submitted through Wire Transfer (NEFT/RTGS/EFT) only. EMD shall be deposited from the account of respective bidder.**
- ii) Bidders shall have to upload scanned copy of relevant valid documents in place of Bid Security document for Bid Security on etenders portal. Copy of Bid Security Deposit shall be submitted by the bidder in the Fee cover at GePNIC portal.
- iii) Bid security of unsuccessful bidders shall be returned as promptly as possible, but not later than 60 days after the expiration of the bid validity period.
- iv) Bid Security of successful Bidder(s) shall be returned / adjusted by APCPL only after submission of requisite amount of Contract Performance Guarantee (CPG) / Security Deposit.
- v) The Bid Security may be forfeited if the bidder / his representative commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of APCPL.
- vi) Withdrawal of bids may result in the forfeiture of the Bidder’s bid security.
- vii) Non-Submission of CPG / SD within stipulated time may result in the forfeiture of the Bidder’s bid security.

**Details for remittance of EMD by Indian Bidder (NEFT/RTGS):**

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APCPL Bank whose details are as under.

**Account Name:** ARAVALI POWER COMPANY PVT LTD  
**Debit Account No:** 6516002100000621  
**Bank:** PNB BANK  
**Branch:** NTPC JHARLI  
**ISFC Code :** PUNB0651600

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

- i. 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 Ten (10) percent of value of annual allocated quantity in the form of RTGS / Crossed Demand Draft in favour of APCPL payable at Bahadurgarh or Jharli [in APCPL Account] or through an unconditional and irrevocable Bank Guarantee (as per Format at Annexure E) and verified as per checklist at Annexure F. 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 in Annexure I of Bid Document.
- ii. Failure of the successful Bidder 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.
- iii. For commencement of supplies, submission of acceptable CPG / SD is a precondition.
- iv. Contract Performance Guarantee (CPG) / Security Deposit (SD) shall be released within 90 (Ninety) days after successful completion of contract in all respects.

### **7. Compensation against shortfall during regular off take:**

- a. After commencement of first off take, buyer will be required to lift fly ash on regular basis in accordance with agreed quantity as per contracted schedule. The buyer shall have to lift the minimum 90% of annual contracted quantity / adjusted quantity (in case of short supply) on prorata basis. In case buyer fails to lift the minimum quantity (90% of annual contracted quantity/annual adjusted quantity) on prorata basis, compensation amount @ 20% of the awarded / prevailing price (rounded to the nearest whole number on the higher side) will be charged on the shortfall quantity (90% of annual contracted / annual adjusted quantity on prorata basis minus (-) Actual quantity lifted, for the period under review), provided shortfall is because of the reasons attributable to bidder.
- b. Compensation shall be calculated cumulatively and progressively for all quarters. One quarter constitutes three consecutive months. Compensation due on a buyer for each quarter, if not deposited separately within a month of intimation, the same will be deducted from the advance available. Again, if sufficient advance is not available, the supply of ash may be stopped and any resulting shortfall in ash supply due to this will be attributed to the buyer. The compensation shall be deducted/recovered from the CPG/SD of the buyer at the completion of the contract period.
- c. Gross compensation amount for any financial year will be limited to the CPG amount.
- d. The following illustration of **Table-1** has been considered for calculating Quarterly compensation during a financial year.

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- i. Consecutive three-monthly quantity shall be considered from the scheduled date of start till completion of three months for each quarter and subsequently so on till expiry of contract.
- ii. Ash made available in any month is taken for illustration purposes only in Table-1. For calculation of actual compensation, the Quantity of ash made available for the whole month shall be taken.
- iii. Compensation for each quarter shall be calculated cumulative from date of start of lifting of ash. The compensation for each quarter shall be calculated and levied. The penalty to be levied in any quarter shall be the difference between the penalty calculated on cumulative basis and penalty already levied in previous quarters of the same financial year. However, Compensation once levied for a quarter shall not be returned to bidders.
- iv. However, weightage in calculation of compensation in subsequent quarters shall be given to bidder as Compensation in second / third/ Fourth quarter shall be calculated considering total ash lifted from the date of start of the ash lifting.
- v. In case, compensation for any quarter is coming negative, i.e. actual ash lifting is more than the minimum 90% of annual contracted quantity / adjusted quantity on prorata basis, it will be considered as zero compensation for that quarter and if compensation for any quarter is coming positive i.e. actual ash lifting is less than the minimum 90% of contracted quantity / adjusted quantity on prorata basis, compensation shall be levied.
- vi. For commencement of supplies, submission of CPG is a precondition.
- vii. Contract Performance Guarantee (CPG) shall be released within 90 (Ninety) days after successful completion of contract in all respects.

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Table-1		
	Ash allocated per month as per LOA on Prorota basis	100 units
<b>Compensation calculation for Quarter-1 (Q1) of the Contract period</b>	Ash Allotted (pro-rata) in First, Second and Third months (QUARTER-1) as per LOA quantity	100 units x 3 months = 300 units
	Ash made available for sale by APCPL (1st month)	70 units
	Ash Made available for sale by APCPL (2nd month)	120 units (Maximum 100 units shall be considered)
	Ash Made available for sale by APCPL (3rd month)	95 units
	Consideration for cumulative adjusted allocated quantity "C1" (First, Second and Third months i.e., QUARTER-1)	C1= 265 units (to be considered for adjustment in contracted quantity against 300 allotted for 3 months of QUARTER-1 in LOA)
	Quantity to be considered as short fall in lifting for QUARTER-1, "R1" = [90% of (C1) – (A1)]  where "A1" is the actual lifting units in three months of QUARTER-1	R1= [(265x90/100) – (A1)]
	<b>Compensation in QUARTER-1, "P1"</b>	<b>P1= R1 x 20% of prevailing Rate</b>
<b>Compensation calculation for Quarter-2</b>	Ash Allotted (pro-rata) in Fourth, Fifth and Sixth months (QUARTER-2) as per LOA quantity	100 units x 3 months = 300 units
	Ash made available for sale by APCPL (Fourth month)	80 units
	Ash Made available for sale by APCPL (Fifth month)	110 units (Maximum 100 units shall be considered)
	Ash Made available for sale by APCPL (Sixth month)	95 units
	Consideration for cumulative adjusted	C2= 275 units (to be considered)

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<b>(Q2) of the Contract period</b>	allocated quantity “C2” (Fourth, Fifth and Sixth months i.e., QUARTER-2)	for adjustment in contracted quantity against 300 allotted for 3 months of QUARTER-2 in LOA)
	Quantity to be considered as short fall in lifting upto QUARTER-2, “R2” = [90% of (C1+C2) – (A1+A2)]  where “A2” is the actual lifting units in three months of QUARTER-2	$R2 = [(265+275) (90/100) - (A1+A2)]$
	<b>Compensation in QUARTER-2, “P2”</b>	<b>P2= [(R2 x 20% of prevailing Rate)-P1]</b>
<b>Compensation calculation for Quarter-3 (Q3) of the Contract period</b>	Ash Allotted (pro-rata) in Seventh, Eighth and Ninth months (QUARTER-3) as per LOA quantity	100 units x 3 months = 300 units
	Ash made available for sale by APCPL (Seventh month)	90 units
	Ash Made available for sale by APCPL (Eighth month)	100 units
	Ash Made available for sale by APCPL (Ninth month)	95 units
	Consideration for cumulative adjusted allocated quantity “C3” (Seventh, Eighth and Ninth months i.e., QUARTER-3)	C3= 285 units (to be considered for adjustment in contracted quantity against 300 allotted for 3 months of QUARTER-3 in LOA)
	Quantity to be considered as short fall in lifting upto QUARTER-3, “R3” = [90% of (C1+C2+C3) – (A1+A2+A3)]  where “A3” is the actual lifting units in three months of QUARTER-3	$R3 = [(265+275+285) (90/100) - (A1+A2+A3)]$
	<b>Compensation in QUARTER-3, “P3”</b>	<b>P3= [(R3 x 20% of prevailing Rate) -(P1+P2)]</b>
	Ash Allotted (pro-rata) in Tenth, Eleventh and Twelfth months (QUARTER-4) as per LOA quantity	100 units x 3 months = 300 units
	Ash made available for sale by APCPL	100 units

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

<b>Compensation calculation for Quarter-4 (Q4) of the Contract period</b>	(Tenth month)	
	Ash Made available for sale by APCPL (Eleventh month)	100 units
	Ash Made available for sale by APCPL (Twelfth month)	130 units (Maximum 100 units shall be considered)
	Consideration for cumulative adjusted allocated quantity “C4” (Tenth, Eleventh and Twelfth months i.e., QUARTER-4)	C4= 300 units (to be considered for adjustment in contracted quantity against 300 allotted for 3 months of QUARTER-4 in LOA)
	Quantity to be considered as short fall in lifting upto QUARTER-4, “R4” = [90% of (C1+C2+C3+C4) – (A1+A2+A3+A4)]  where “A4” is the actual lifting units in three months of QUARTER-4	R4= [(265+275+285+300) (90/100) – (A1+A2+A3+A4)]
	<b>Compensation in QUARTER-4, “P4”</b>	<b>P4= [(R4 x 20% of prevailing Rate) -(P1+P2+P3)]</b>

In a situation, the value of P1 / P2 / P3 / P4 comes out to negative, it will be considered as zero for the purpose of levy of compensation.

Maximum mobilisation period for the execution of contract shall be Fifteen days (15) days from the date of LOA. But the compensation shall be calculated from the actual date of lifting during balance period of contract and per day lifting requirement shall be calculated by dividing total allocated quantity from balance numbers of days. Date of lifting should not be more than Fifteen days i.e. mobilisation period.

**Bank Details of APCPL:** Performance Security and EMD shall be furnished through NEFT/RTGS in the following account:

APCPL Bank whose details are as under.

**Account Name:** ARAVALI POWER COMPANY PVT LTD  
**Debit Account No:** 6516002100000621  
**Bank:** PNB BANK  
**Branch:** NTPC JHARLI  
**ISFC Code :** PUNB0651600

## **Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

### **Section II**

#### **Guidelines for submission of Bid/Offer**

- 1) The interested MSEs / Local Users shall submit their application along with all supporting documents in **electronic form (soft copy) only**. EOI received through any other mode (hard copy / by hand / post) shall not be considered.
- 2) Any revision or amendment in EOI shall be possible only up to the due date and time of submission of offer.
- 3) Any clarification / corrigendum / amendment in the EOI shall be uploaded on the e-procurement portal only. Applicants are advised to regularly visit the website for updates.
- 4) The applicant shall submit the documents as follows:  
EMD along with all documents shall be scanned clearly and submitted in PDF format only.
- 5) Documents to be submitted as part of EOI: as mentioned in General Information

**Note:** All documents submitted shall be clear, complete and legible. The applicant shall be solely responsible for the correctness and authenticity of the information furnished. Applications found incomplete, illegible or submitted with false/misleading documents shall be liable for rejection without further communication. APCPL reserves the right to verify the documents and physically inspect the unit before issuance of allocation order and may cancel the allocation at any stage if any discrepancy is found.

#### **Note:**

1. EOI document is to be downloaded from the APCPL tender website <https://etenders.gov.in/eprocure/app>.
2. Bidders are requested to visit from the APCPL tender website <https://etenders.gov.in/eprocure/app>. regularly for any addendum / corrigendum / Extension till opening. **Any such changes shall not be published through Press advt.**

Contact : Shri Amit Saikia , DGM (C&M),  
APCPL / Indira Gandhi Super Thermal Power Project,  
Jharli, Distt Jhajjar (Haryana) - 124141  
Tel: 01251- 266334 Mob. No.: 9435720449      email: [amitsaikia@ntpc.co.in](mailto:amitsaikia@ntpc.co.in)

Shri Shivam Dwivedi, Sr. Manager (AUD)  
APCPL / Indira Gandhi Super Thermal Power Project,  
Jharli, Distt Jhajjar (Haryana) - 124141  
Tel: 01251- 266450 Mob. No.: 9471006954      email: [shivamdwivedi@ntpc.co.in](mailto:shivamdwivedi@ntpc.co.in)

**Instructions for Online Bid Submission is attached.**

## **Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

### **Section III**

#### **A: Terms and Conditions and General Guidelines**

1. This Expression of Interest (EOI) is issued for allocation of reserved Fly Ash to eligible MSEs / Local Users as per Ministry of Power Guidelines dated 30.01.2026 and MoEF&CC Notification dated 01.01.2024. This EOI is only for registration and allocation of fly ash and shall not constitute a binding commercial contract. The supply shall be governed by the Fly Ash Supply Agreement to be executed after allocation.
2. Fly Ash shall be issued on “**as is where is**” from designated ash silos / loading points of APCPL Ash silos area.
3. Allocation shall be made on **pro-rata basis** among eligible applicants in a fair and transparent manner.
4. Buyer shall be liable and responsible for payment towards any taxes, GST, duties, etc. applicable by state/ central government from time to time during the tenure of lifting/ collection of Fly Ash.
5. Buyer shall follow all statutory rules and procedures regarding lifting & transportation of Fly Ash. Buyer shall have valid license issued by statutory bodies, State Govt. / Central Govt. Authority for transportation of fly ash.
6. Buyer will take all possible measures and ensure pollution free loading and transportation of fly ash complying with all the environment norms, as per guidelines laid down by MOEF & CC and the prevailing provisions of statutory bodies / Govt. Agencies.
7. Buyer shall have to keep the loading / lifting area clean.
8. Buyer shall be responsible for meeting all applicable statutory requirements under various acts viz. relating to risk and liability of your workforce, applicable taxes & duties, necessary licenses, clearances, etc. APCPL shall, in no way, be responsible for any accident, injury or whatsoever, caused to buyer engaged manpower. In case of such eventualities, the Applicant shall be solely responsible for compensation or whatsoever as per statutory laws, etc. The Applicant shall have to comply with provisions of labor Laws, Bonus Acts, etc., as applicable in the matter of engagement of labor.
9. The Applicant shall be solely responsible for any non-compliance / work injury / accidents related to executed work arising out of and in connection with lifting and transportation of Fly Ash. APCPL shall not be held responsible in any way.
10. The applicant shall arrange lifting and transportation of Fly Ash at its own cost and responsibility.
11. Transportation shall be carried out only through covered bulkers / covered vehicles complying with environmental norms. **Open transportation shall not be permitted.**
12. The applicant shall comply with all statutory regulations including environmental, pollution control, transport and labor laws.
13. The applicant shall be responsible for safety of its manpower, vehicles and equipment. APCPL shall not be liable for any accident or injury.
14. Necessary entry passes for vehicles and personnel shall be obtained from plant authorities.
15. The allocation shall normally remain valid for Three years or as decided by APCPL as per prevailing Government guidelines.
16. Quantity lifted shall be determined based on actual weighment at APCPL weighbridge and shall be final and binding.
17. Weighment of lifted Fly Ash shall be done at APCPL plant.
18. The applicant shall ensure no spillage, leakage or nuisance during transportation.
19. Fly Ash shall be utilized only for declared eco-friendly purpose / ash-based product manufacturing.

## **Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

20. Trading, resale or diversion of Fly Ash is strictly prohibited.
21. APCPL reserves the right to inspect manufacturing facility to verify utilization any time within the contract period, in case found not suitable, APCPL reserve right to cancel the allocation.
22. Applicant shall submit utilization self-declaration / affidavit periodically as required.
23. Submission of false information shall lead to cancellation of allocation and debarment.
24. Non-lifting for prolonged period may result in reduction or withdrawal of allocation.
25. Applicant shall familiarize itself with site conditions before participation.
26. Lifting of dry fly ash shall not interfere with plant functioning or damage property.
27. APCPL reserves the right to regulate lifting schedule depending upon availability of ash.
28. In case reserved quantity remains unutilized, APCPL may reallocate the quantity as per discretion of EIC.
29. Applicant shall maintain valid statutory registrations during allocation period.
30. Local Users shall be within 100 km radius of plant and shall submit self-declaration for eco-friendly use.
31. MSE applicants shall submit valid Udyam certificate or CTO issued by CPCB/SPCB wherever applicable.
32. Applicant shall cooperate during verification by statutory authorities.
33. APCPL may seek additional documents for verification of genuineness of manufacturing activity.
34. Allocation may be cancelled any time if bidder's facility found non-operational or non-functional.
35. Applicant shall maintain records of ash consumption and shall produced on demand.
36. APCPL reserves the right to revise allocated quantity based on actual generation of ash.
37. Lifting shall be done only during permitted hours as decided by Engineer-in-Charge.
38. All safety rules of APCPL shall be strictly followed inside plant premises.
39. Any damage caused to plant property shall be recoverable from applicant.
40. APCPL shall not be responsible for delay due to law & order issues, court orders, government directives or natural calamities.
41. The applicant shall bear all taxes, duties and statutory levies applicable, if any.
42. Allocation under EOI does not create any ownership right over Fly Ash until actual lifting.
43. APCPL reserves the right to amend terms of EOI in line with Government policy.
44. APCPL reserves the right to terminate allocation without compensation in case of violation of EOI terms.
45. Any dispute arising out of this EOI shall be subject to jurisdiction. The District court Jhajjar/ Haryana high court shall have exclusive jurisdiction on any of the terms touching upon any subject matter.
46. Final interpretation of this EOI shall rest with APCPL.
47. The lifting permission shall be valid for a period of one year against issued /allocated annual quantity as per LOI/LOA. The Applicant shall lift the entire annual allocated quantity under the Lifting Permission within one year. However, issuance of Fly Ash is subject to its availability.

## **Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

48. Buyer shall deposit advance payment before lifting. Lifting shall be permitted only against available advance balance.
49. For ensuring continuous and uninterrupted lifting of Fly Ash, the Buyer shall maintain sufficient advance balance at all times. In case the advance balance falls below the required level, further lifting shall not be permitted until the advance amount is replenished.
50. The Applicant shall undertake loading and transportation in a nuisance free environment and in an ecofriendly manner.
51. The Applicant shall be responsible for supervision of the fly ash lifting activities.
52. The Applicant shall be responsible for safeguarding its deployed equipment and all associated risks.
53. Successful MSE bidders have to submit their electricity bills / DG Set energy meter reading and GST submissions details on a quarterly basis to the EIC of APCPL so as to ascertain the genuine ash utilization in manufacturing of ash ash-based product namely, bricks, blocks, tiles, sintered or cold bonded ash aggregates, fibre cement sheets, pipes, boards, panels.” APCPL reserve the right to stop issuance of fly ash on account of non-submission of electricity bills / DG Set energy meter reading and GST submissions details. However local users shall submit the utilization certificate of ash for use of issued ash under eco-friendly avenues as per extant MoEF&CC Notification.
54. **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”.

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.

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

Submission of a bid by a bidder at etenders Portal deems the acceptance of Fraud Prevention Policy of APCPL.
55. **DECLARATION ON NTPC/APCPL DEBARMENT FROM BUSINESS DEALINGS POLICY**

The Owner has in place a policy for withholding and banning of business Dealings as displayed on its website <https://vendor.ntpc.co.in/> <http://apcpl.co.in/>. 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 NTPC/APCPL Debarment from Business Dealings Policy.

Submission of a bid by a bidder at etenders Portal deems the acceptance to Withholding and Banning of Business Dealing Policy of NTPC/APCPL.
56. Other conditions of the Contract as given at **section-V**.

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

**Section IV**  
Format & Annexure

S.No	Format & ANNEXURES	Description
1	Annexure- A	Format for Submission of Response to EOI
2	Annexure- B	Certificate of Compliance
3	Annexure-C	UNDERTAKING
4	Annexure H	No Deviation Certificate
5	Annexure J	Acceptance of fraud prevention policy of APCPL
6	Annexure K	Integrity Pact /Compliance on policy of debarment from business dealings of APCPL
7	Annexure E	Proforma of BANK GUARANTEE FOR “CONTRACT PERFORMANCE GUARANTEE (CPG) / SECURITY DEPOSIT (SD)”
8	Annexure F	BANK GUARANTEE VERIFICATION CHECK LIST
9	Annexure I	List of the Banks
10	Annexure G	INDEMNITY BOND
11	Annexure D	AFFIDAVIT ( to be submitted on half yearly basis)

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

Annexure-A

Paga ½

**Format for Submission of Response to EOI**

(On official letter head of the Bidder)

(To be submitted by the Bidder along with specified documents)

**Issue of Dry Fly ash with Transportation by Bidder, from APCPL**

Sl. No.	Description	Details
1	Name of the Bidder	
2.	Status (Company / Individual / Partnership firm)	
2.1	Udyam Registration Certificate / MSE Certificate	
2.2	Document establishing that the bidder is a manufacturer of ash-based product.	
2.3	GST No, as may be applicable	
2.4	PAN No.	
2.5	Name of the Product	
	Production Capacity per Annum	
	<b>Fly Ash Requirement per annum (12 Month Period) for the ash-based product (s) manufacturing (MT)</b>	
	<b>Actual Production previous Financial Year</b>	
	<b>Location and Address of Production Facility</b>	
	<b>Whether capable of handling dry fly ash in an environment friendly way as per extant regulation/law (Yes/No)</b>	
3	Registered Address	
	Telephone No.	
	Mobile No.	
	Communication Address	
	Telephone No.	

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

Sl. No.	Description	Details		
4	Mobile No.			
5	GSTIN No. / UIN No.			
6	<b>Dry FlyAsh quantity sought against EoI (both in Figures and Words): (MT)</b>	Figures:		
		Words:		
8	Address of the location where Bidder proposes to transport <u>Dry Fly ash</u> if issued.			
9	Avenue(s) as listed in extant MoEF & CC's Gazette Notification in which the bidder proposes to utilize ash, if issued.	<b>SN</b>	<b>Avenue Name</b>	<b>Quantity Required</b>
		1.		
		2.		
		3.		
		4.		
		Total		
10	<b>Details of the Person authorized to sign all documents including correspondence, etc.</b>			
	Name of the Authorized Person			
	Designation			
	Telephone No.			
	Mobile No.			
11	Email Id			
	Any other relevant information			

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

**For and on behalf of \_\_\_\_\_**

Date:

Place:

Signature:

(Authorized Representative) Name:

Designation:

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

**Annexure-B  
Page 1 of 1**

**Certificate of Compliance**

Bid Ref No. and Date :

Bidder's Name and Address:

To,

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

**Sub: INVITATION FOR EXPRESSION OF Interest (EOI) For Allocation of Dry fly Ash to MSEs/Local Users From APCPL**

With Reference to our EOI.....dated.....for the subject package, whereby confirm our compliance to the following attributes:

- 1) Total Compliance to all provisions of EOI Documents/ Nil Deviation
- 2) This is to certify I/we are fly Ash bases product MSE manufacturer/Local manufacturer.
- 3) I have completed 18 years as on bid submission end date (In case Individual applicant)
- 4) Compliance on Qualifying Requirement in all respect.
- 5) Compliance on Restriction on Procurement from a Bidder of a country which shares a land Border with India
- 6) Compliance on Fraud Prevention Policy
- 7) Compliance on Policy for Debarment from Business Dealings
- 8) Compliance to “Conflict of Interest” provisions.
- 9) Compliance on “Integrity Pact” of Employer

Date:

Signature) .....

(Printed Name) .....

Place:

(Designation) .....

(Seal) .....

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

**Annexure-C**

**UNDERTAKING**

(To be executed on a non-judicial stamp paper of appropriate value) (To be notarized before a notary public)

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

That I am / We are micro and small enterprise, engaged in Ash Based product manufacturing of \_\_\_\_\_ (bricks, blocks, tiles, sintered or cold bonded ash aggregates, fibre cement sheets, pipes, boards, panels) as per para D(4) inserted to the MoEF&CC Notification on ash utilisation from coal or lignite thermal power plants Dated 31.12.2021 amended on 01.01.2024.

We understand that, in case, above document submitted by us are not found to be in order by APCPL/ the owner at any stage of bid evaluation, then our bid shall not be considered for evaluation and be rejected.

I / We, hereby undertake, utilization / ensure utilization of the fly ash, issued by APCPL, for following Ash Utilization Avenues only, as identified in extant MoEF&CC Notification.

Manufacturing of Fly Ash based products viz. bricks, blocks, tiles, sintered or cold bonded as aggregates, fibre cement sheets, pipes, boards, panels as per para D(4) inserted to the MOEF&CC Notification on ash utilisation from coal or lignite thermal power plants Dated 31.12.2021 amended on 01.01.2024

It is hereby confirmed that, I am / we are neither blacklisted / barred by Government / Semi – Government/ Quasi- Government organization / PSU or Govt. Corporation, nor have been convicted of violating applicable law.

**In case of ash quantity allocated to me / us:**

I / We agree to abide by the directions of the EIC (Engineer In-Charge) with regard to procedures for collection of the Dry Fly ash including, Discipline to be maintained, Mobilization of adequate number of bulkers / covered trucks / suitable transportation arrangement conducive to environment friendly handling and transport etc. I/We agree to carry out the above as per instructions of, and to the full satisfaction of the EIC.

I / We agree to comply with all applicable statutory regulations including those regarding safety, environment, sustainability, road transport etc. I/We shall fulfill all applicable statutory requirements for, and in connection with the execution of the contract.

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

I/We agree to cooperate with the EIC and with the other agencies working in the area as directed by EIC with the objective of smooth and safe execution of the collection / lifting and utilization of Dry Fly ash.

I / We agree to submit indemnity bond indemnifying APCPL from any liability, whatsoever, which may arise due to violation / Non – compliance of any applicable norms / rules / regulations/ Guidelines / laws during the course of execution and for future obligations (if any) by way of omission or commission by me / us or my / our representatives / agents.

I / We hereby undertake to utilize the Dry Fly ash issued by APCPL for only Ash Utilization Avenues as identified in extant MOEF & CC’s Notification. I/We also agree to submit on Half Yearly basis, an affidavit on “Actual Utilization” of the issued ash for the purposes/ Avenues as identified in extant MOEF & CC Notification.

I / We hereby also declare that all the particulars furnished by us in this EoI are true and authentic to the best of my/our knowledge and I / we understand and accept that if at any stage, the information furnished is found to be incorrect or false, I am/we are liable for disqualification from this EoI and also liable for any other penal action that may arise due to the above.

(Signature of authorized person)

Date ...../...../.....  
.....

Name

Place: .....

Designation:

.....

.... Name of the Company:

..... Address:

.....

..... Company Seal:

.....

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

**Annexure-H  
Page 1 of 1**

**(No Deviation Certificate)**

EOI Ref. No:

DATED:

Bidder's Name and Address:

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

Dear Sirs,

- 1.0 With reference to our EOI Proposal No ..... dated ..... for [Insert Name of the Package **“INVITATION FOR EXPRESSION OF Interest (EOI) For Allocation of Dry fly Ash to MSEs/Local Users From APCPL.** ”], we hereby confirm that we comply with all terms, conditions and specifications of the EOI Documents read in Conjunction with Amendment(s)/Clarification(s)/ Addenda/Errata (if any) issued by the Employer prior to opening of EOI and the same has been taken into consideration while making our EOI and we declare that we have not taken any deviation in this regard.
- 2.0 We further confirm that any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) as mentioned at 1.0 above found anywhere in EOI, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer, failing which the bid security shall be forfeited.

Date: Signature .....

Place: Printed Name .....

(Designation) .....

(Seal of the firm) .....

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

**Annexure-J  
Page 1 of 1**

(On official letter head of the Bidder)

**(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY)**

**SALE OF FLY ASH FROM APCPL – Indira Gandhi Super Thermal Power Station**

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 APCPL displayed on tender website <http://www.apcpl.co.in> and undertake that we along with our associate / collaborator / subcontractors / sub vendors / consultants / service providers shall strictly abide by the provisions of the Fraud Prevention Policy of APCPL.

Yours faithfully,

Date : (Signature).....

Place : (Name).....

(Designation).....

(Common Seal) .....

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

**Annexure-K**

..... **PACKAGE FOR**  
**BIDDING DOCUMENT NO.** .....

**INTEGRITY PACT**

Between

Aravali Power Company Pvt. Ltd., (APCPL) (hereinafter referred to as "Th

and

..... (hereinafter referred

to as "The Bidder/Contractor ")

and

.....(hereinafter referred to

as "JV Partner/ Consortium Members" (if applicable)

**Preamble**

The Employer invites the bids from all eligible bidders and intends to enter into Contract for with the successful bidder(s), as per organizational systems and procedures. The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Employer will appoint Independent External Monitor(s) (IEM), who will monitor the bidding process and the execution of the Contract for compliance with the principles mentioned above.

**Section 1 Commitments of the Employer**

1. The Employer Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-
  - a) No employee of the Employer, either in person or through family members including relatives, will in connection with the bidding for or the execution of a Contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
  - b) The Employer shall, during the bidding process treat all Bidders with equity and reason. The Employer will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the Contract execution.
  - c) The Employer will exclude from the process all known prejudiced persons.
2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in this regard,

the Employer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 Commitments and Undertakings by the Bidder/Contractor**

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

**Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts**

1. If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility as Bidder into question, the Employer shall be entitled to disqualify the

Bidder(s)/ Contractor(s) from the bidding process or to terminate the contract, if signed on that ground.

2. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a period not exceeding two (02) years.
3. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubt is possible.
4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. Subject to full satisfaction of the Employer, the exclusion of Bidder/ Contractor could be revoked by the Employer if the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

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

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

**Section 5 Previous Transgressions**

1. The Bidder swears on oath that no previous transgression impinging on anti-corruption principles / any malpractice as mentioned in Section-2 has occurred in the last three years immediately before signing of this Integrity Pact, with any other company / any Public Sector Enterprise/ Undertaking in India / any Government Department in India.

2. If the Bidder makes incorrect statement on previous transgression as mentioned above in para 1, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground

**Section 6 Company Code of Conduct**

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

**Section 7 Independent External Monitors (IEM)**

1. The Employer will appoint competent and credible Independent External Monitor for this Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to CEO of the Employer or a person authorized by him.
3. The Bidder/Contractor accepts that the IEMs have the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The IEMs are under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors/ JV partners/Consortium member with confidentiality.
4. The Employer will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
5. As soon as the IEMs notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Employer (CEO of the Employer or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations. Beyond this, the IEMs has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Employer.
6. The IEMs will submit a written report to CEO of the Employer or a person authorized by him within 30 days from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

7. The Bidder / Contractor accepts that they shall not approach courts while the matter / complaint / dispute has been referred to the IEM in terms of this pact and they shall await IEM's decision before approaching any Court.
8. If the IEMs have reported to CEO of the Employer or a person authorized by him a substantiated suspicion of an offence under relevant IPC/ PC Act, and he has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word " IEM" will include Singular or Plural.

**Section 8 Pact Duration**

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

**Section 9 Miscellaneous Provisions**

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

The Parties hereby sign this Integrity Pact at .....on this ..... day of.....20

Employer	Bidder/ Contractor	Joint Venture Partner(s)/ Consortium member(s) (As Applicable)
----------	--------------------	--

Witness	Witness	Witness
1. _____	1.	1.
2. _____	2.	2.

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Annexure -E

**Proforma of BANK GUARANTEE FOR “CONTRACT PERFORMANCE GUARANTEE (CPG) / SECURITY DEPOSIT (SD)”**

(To be stamped in accordance with Stamp Act)

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

Ref.

Bank guarantee No.

Date:

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

Dear Sirs,

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

We..... (Name & Address), having our Head office at ..... and Branch office at ..... (hereinafter referred to as “Bank”, which expression shall unless repugnant to the context or meaning thereof includes its executers, administrators, successors and assigns) do hereby guarantee and undertake to pay promptly to the Owner on demand any and all monies payable by the Buyer to the extent of ..... as aforesaid at any time upto \* (DD/MM/YYYY) without any demur, reservation, contest, recourse or protest and / or without any reference to the Buyer. Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and the Buyer or any dispute pending before any court, tribunal or any other authority. The bank undertakes not to revoke this bank guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

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..... 20XX..... at.....

Witness (Signature) .....

.....

(Signature)

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

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

... ..

at . .....

Witness

(Signature) .....

.....

(Signature)

(Name) .....

.....

(Designation with Bank stamp)

(Name)

.....

Attorney

(Official Address)

**Power of Attorney No. ...**

Date.....

**NOTE :**

1. (\*) The Date will be Three Months beyond the expiry of the Contract period as specified in the order.
2. *The Bank Guarantee shall be from a bank as per provisions of bidding documents.*
3. *While getting the Bank Guarantee issued, Bidder is required to ensure compliance to the points mentioned in the Bank Guarantee Verification Check List in the bidding documents. Further, Bidder is required to fill up this check List and enclose the same with the Bank Guarantee.*
4. *The Stamp paper of appropriate value shall be purchased in the name of guarantee issuing bank or the party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on non-judicial Stamp paper of appropriate value as per Stamp act prevailing in the States where the BG is to be submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher.*



**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

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

Annexure-F

**BANK GUARANTEE VERIFICATION CHECK LIST**

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

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

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

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

Signature of Bidder.....  
**Name** .....  
**Designation** .....  
**Seal** .....

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

**Annexure – I**

**List of the Banks for**

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

**UPDATED SCHEDULED COMMERCIAL BANK LIST**

**A STATE BANK OF INDIA**

**B NATIONALISED BANKS**

1. 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. Dhanlaxmi 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 & Newzealand Banking Group Limited

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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. Cooperatieve 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

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

**Annexure – G**

**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 Ash Recipient)

This bond of indemnity is made on this..... day of.....by .....(name),..... (address) and .....(details of the incorporation of the Ash Recipient) hereinafter referred to as the ‘Ash Recipient’ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) in favour of.....APCPL -....IGSTPP.... (hereinafter referred to as the ‘Thermal Power Plant (hereinafter called TPP)’, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns)

WHEREAS, TPP has issued to the Ash Recipient, an order/ permission letter No..... dated..... and in terms of the said Order, the TPP has agreed to issue Dry Fly Ash to Ash Recipient.

AND WHEREAS one of the conditions for the issue of the ‘Dry Fly Ash’ is that the Ash Recipient shall furnish an Indemnity Bond in favour of the TPP, indemnifying TPP 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 no..... by way of omission or commission by the Ash Recipient or its representatives / agents.

Now this Indemnity Bond witnesseth as follows:

- 1.0 The Ash Recipient hereby undertakes to fully and irrevocably indemnify and keep indemnified the TPP against any and all of various liabilities of whatsoever nature, which may arise due to violation / Non – compliance of any applicable norms / rules / regulations/ Guidelines / laws including MOEF&CC Guidelines during the course of lifting or handling of Ash and for future obligations (if any), by way of omission or commission by the Ash Recipient or its representatives / agents for Ash issued by the TPP to the Ash Recipient vide order / permission letter no./ LOA no. ....
- 2.0 This Indemnity Bond shall be valid till six (6) calendar months after the scheduled date / actual date of complete lifting of allocated Ash Quantity, whichever is later.
- 3.0 It is clearly understood and agreed to by the Ash Recipient that non-observance of the obligations under this Indemnity Bond by the Ash Recipient shall Inter-alia constitute a criminal breach of trust on the part of the Ash Recipient and they shall be liable for all legal/penal consequences thereof as decided by TPP.
- 4.0 Now the condition of this Bond is that the Ash Recipient shall duly and punctually comply with all the terms and conditions of this bond to the satisfaction of TPP, 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 Ash Recipient shall not revoke this bond till it is discharged by TPP in writing.

**WITNESS**

.....

(Signature)

.....

.....

(Official Address)

(Signature).....

(Name of Ash Recipient)..... (Name)

Name of the Authorised person

having Power of Attorney.....

Designation.....

Seal.....

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

**Annexure- D**

**AFFIDAVIT**

(To be submitted by the Ash Recipient on Half Yearly basis)

(To be executed on a Rs 100 non-judicial stamp

paper of appropriate value)

(To be notarized before a notary public)

---

I \_\_\_\_\_ son / daughter /wife of \_\_\_\_\_ permanent resident of \_\_\_\_\_ do hereby solemnly affirm and state on oath as under:

1. That I am the owner/proprietor/partner/authorized representative of M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ and engaged in the business of \_\_\_\_\_

That I/we have participated in auction/ EoI for allotment of Ash from APCPL (Indira Gandhi Super Thermal Power Plant), against EoI / Bid Specification / Auction Document number \_\_\_\_\_ and that I / we have been allocated \_\_\_MT quantity of Ash from APCPL ( Indira Gandhi Super Thermal Power Plant).

2. That I hereby affirm that Ash Recipient, M/s \_\_\_\_\_ has used the received Ash quantity in adherence to the relevant provisions identified vide extant Notifications and other applicable statutory regulations, in the following activities:-
  - a. .
  - b. .
  - c. .

DEPONENT

**VERIFICATION**

Verified on \_\_\_\_\_ this day of \_\_\_\_\_ that the contents of our affidavit are true and correct to the best of my knowledge and nothing material has been concealed there of.

DEPONENT

*Note: To be submitted on Half Yearly basis.*

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

**SECTION V:  
Other CONDITIONS OF CONTRACT**

**1. INTEGRITY PACT:**

*Bidders are required to unconditionally accept all the conditions of the "Integrity Pact (IP)" as per **Attachment-K (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:*

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

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

*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:*

	<i>Head of C&amp;M</i>	<i>:</i>	<i>if the issue pertains to awarding of Contract by C&amp;M</i>
ii.	Concerned Head of Department	:	if the issue pertains to other departments

**Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

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.***

**2A. 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.

**2B. 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**

**5.1 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

## **Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

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.

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

5.3. Mediation through Independent External Monitors (IEMs)  
Not Applicable

5.4. 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 5.1, 5.2 and 5.3 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.

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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.

**5.4.1. 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 5.1, 5.2 and 5.3 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).

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

**5.4.1.1.1.** 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 5.1, 5.2 and 5.3 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.

**5.4.1.1.2.** 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.

**5.4.1.1.3.** 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.

**5.4.1.2. Conciliation through ESC:**

**5.4.1.2.1.** Where Invitation for Conciliation has been furnished under sub clause 5.4.1.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by CMD / Chairman of Owner.

**5.4.1.2.2.** 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

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excluding interest) is up to INR 1 crore.

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

**5.4.1.2.3.** 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.

**5.4.1.3.** Proceedings before ESC:

**5.4.1.3.1.** 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.

**5.4.1.3.2.** 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.

**5.4.1.3.3.** 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.

**5.4.1.3.4.** 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

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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.

**5.4.1.3.5.** 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.

**5.4.1.3.6.** 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.

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

<b>Sl .No.</b>	<b>Fees / Facility</b>	<b>Entitlement</b>
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).

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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
<b>Facilities to be provided to the out-stationed member</b>		
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.

**5.4.1.5.** 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

## **Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

the Arbitration and Conciliation Act 1996.

**5.4.1.6.** 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.

**5.4.2.** 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 5.1, 5.2, 5.3 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.

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

**5.4.2.1.1.** 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 5.1, 5.2 and 5.3 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.

**5.4.2.1.2.** 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.

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

**5.4.2.2.1.** Where Invitation for Conciliation has been consented to under sub clause 5.4.2.1, the same shall be referred to the Conciliation Committee of Independent Experts (CCIE) within 30 days.

**5.4.2.2.2.** 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.

**5.4.2.2.3.** 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

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Electricity Authority (CEA).

- 5.4.2.2.4.** 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.
- 5.4.2.3.** Proceedings before CCIE:
- 5.4.2.3.1.** 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.
- 5.4.2.3.2.** 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.
- 5.4.2.3.3.** 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.
- 5.4.2.3.4.** 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.
- 5.4.2.3.5.** 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.
- 5.4.2.3.6.** 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.
- 5.4.2.4.** 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

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expenses etc. shall be borne by the Owner initially. Thereafter it shall be shared equally by both parties on completion of the conciliation process.

**5.4.2.5.** 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.

**5.4.2.6.** 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.

### **5.5. Arbitration**

**5.5.1.** 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 5.1, 5.2, 5.3, 5.4 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

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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.

5.5.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with Sub Clause 5.5.1, shall be finally settled by arbitration.

5.5.3. 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

## **Expression Of Interest (EOI) for Allocation of Dry fly Ash to MSEs/Local Users from APCPL Jhajjar (3 X 500 MW).**

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.

5.5.4. 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.

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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 5.1 and 5.2 above.

- 5.6. 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.

### **6. Arbitration**

As per clause 5.5 at above

## **Instructions for Online Bid Submission**

***(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)***

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app> .

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app> ) by clicking on the link **“Online bidder Enrollment”** on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

## SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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