NTPC Tenders
A Maharatna Company

NTPC Limited eProcurement Portal

Tender Details

Date : 21-Jul-2026 03:05 PM

Print

Basic Details

Organisation Chain	NTPC Limited||Corporate Centre||USSC||CPG-1		
Tender Reference Number	USSC_IMG_DA_0001		
Tender ID	2026_NTPC_110213_1	**Withdrawal Allowed**	Yes
Tender Type	Open Tender	**Form of contract**	Service
Tender Category	Services	**No. of Covers**	2
General Technical Evaluation Allowed	Yes [Compliance Required]	**ItemWise Technical Evaluation Allowed**	Yes
Payment Mode	Online	**Is Multi Currency Allowed For BOQ**	No
Is Multi Currency Allowed For Fee	No	**Allow Two Stage Bidding**	No

Payment Instruments

	S.No	Bank Name
Online Bankers	1	SBI Bank

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Participants Details
		.pdf	PAN Card Copy, GST Registration Copy, Aadhar card (applicable in case of individual)
		.pdf	Company Registration, as may be applicable
		.pdf	Power of Attorney for authorized person, as may be applicable.
2	Finance	.xls	BoQ

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	**Fee Payable At**	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	25,000	**EMD Exemption Allowed**	No
EMD Fee Type	fixed	**EMD Percentage**	NA
EMD Payable To	Nil	**EMD Payable At**	Nil
BG Required	No		
Minimum Direct EMD Payment in ₹	0.00		

Click to view modification history

Work /Item(s)

Title	Appointment of Dealers for Sale of Ash Bricks at NTPC Barh, Kahalgaon and Kanti
Work Description	Appointment of Dealers for Sale of Ash Bricks at NTPC Barh, Kahalgaon and Kanti
Pre Qualification Details	Please refer Tender documents.
Independent External Monitor/Remarks	NA
Show Tender Value in Public Domain	No

Tender Value in ₹	0.00	**Product Category**	Serv - Others	**Sub category**	NA
Contract Type	Empanelment	**Bid Validity(Days)**	120	**Period Of Work(Days)**	365
Location	Barh Kahalgaon and Kanti	**Pincode**	843130	**Pre Bid Meeting Place**	NA
Pre Bid Meeting Address	NA	**Pre Bid Meeting Date**	NA	**Bid Opening Place**	Raipur
Should Allow NDA Tender	No	**Allow Preferential Bidder**	No		

Critical Dates

Publish Date	23-Jul-2026 09:00 AM	**Bid Opening Date**	10-Aug-2026 04:00 PM
Document Download / Sale Start Date	23-Jul-2026 10:00 AM	**Document Download / Sale End Date**	08-Aug-2026 09:00 AM
Clarification Start Date	23-Jul-2026 11:00 AM	**Clarification End Date**	05-Aug-2026 09:00 AM
Bid Submission Start Date	23-Jul-2026 01:00 PM	**Bid Submission End Date**	08-Aug-2026 09:00 AM

Tender Documents

NIT Document

S.No	Document Name	Description	Document Size (in KB)
1	Tendernotice_1.pdf	Tender Documents	2731.25

Work Item Documents

S.No	Document Type	Document Name	Description	Document Size (in KB)
1	Tender Documents	DraftTednderDocument.pdf	Tender Documents	2715.85
2	BOQ	BOQ_113446.xls	BoQ	313.00

View GTE Details - PURCHASE GTE (OT-COMMON)

S.No	Particulars	Description	Expected Value	Mandatory
1.0	Do you accept the Fraud Prevention Policy of NTPC	FRAUD PREVENTION	Yes	Yes
2.0	Do you accept Withholding and Banning of Business Dealing Policy of NTPC	BANNING POLICY DECLARATION	Yes	Yes
3.0	Do you certify full compliance on Qualifying Requirements	QR COMPLIANCE	Yes	Yes
4.0	Do you certify full compliance to all provisions of Bid documents	NO DEVIATION CERTIFICATION	Yes	Yes

Auto Extension Corrigendum Properties for Tender

Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	1	4
2.	1	4
3.	1	4

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	swatantrakumar@ntpc.co.in	Swatantra Kumar	Swatantra Kumar
2.	sourabhbanerjee@ntpc.co.in	Sourabh Banerjee	Sourabh Banerjee
3.	sunnyagarwal@ntpc.co.in	Sunny Agarwal	SUNNY AGARWAL
4.	pramodkumar04@ntpc.co.in	Pramod Kumar	Pramod Kumar

GeMARPTS Details

Reason for non availability of GeMARPTS ID	Urgent nature of Procurement
Remarks	Empanelment Case
Document Name	TenderDocument.pdf
Document Size (in KB)	2731.25

Tender Properties

Auto Tendering Process allowed	No	**Show Technical bid status**	No

Show Finance bid status	Yes	**Stage to disclose Bid Details in Public Domain**	Technical Bid Opening
BoQ Comparative Chart model	Normal	**BoQ Compartive chart decimal places**	2
BoQ Comparative Chart Rank Type	H	**Form Based BoQ**	No

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Not Applicable	Empanellemnt
2	MSEs Order 2012	Not Applicable	Empanellemnt

Tender Inviting Authority

Name	DGM
Address	NTPC USSC

Tender Creator Details

Created By	VINAY KUSHWAHA
Designation	Senior Manager
Created Date	16-Jul-2026 05:26 PM

Vinay Kushwaha Digitally signed by Vinay Kushwaha Date: 2026.08.04 16:37:30 +05'30'

NTPC LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

Inventory Management Group
USSC, NTPC Raipur

BID DOCUMENT

FOR

Appointment of Dealer(s)
for
"Sale of Ash Bricks"

manufactured
at

NTPC BARH SUPER THERMAL POWER PLANT

NTPC KAHALGAON SUPER THERMAL POWER STATION

NTPC KANTI THERMAL POWER STATION

Through

e-Tender at GePNIC Portal

BIDDING DOCUMENT NO.: USSC_IMG_ASH BRICKS_0001

(This document is meant for the exclusive purpose of bidding against this Bid Document Number / Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

INVITATION FOR BIDS

FOR

APPOINTMENT OF DEALER(S)

AT NTPC BARH SUPER THERMAL POWER STATION

AT NTPC KAHALGAON STPS SUPER THERMAL POWER STATION

AT NTPC KANTI TPS SUPER THERMAL POWER STATION

FOR SALE OF ASH BRICKS

THROUGH

e-Tender at GePNIC Portal

Document Reference Number: USSC_IMG_ASH BRICKS_0001 **Date: 21.07.2026**

Our Reference: IMG_ASH BRICKS_0001

1. Introduction:

NTPC Barh STPP, NTPC Kahalgaon STPS and NTPC Kanti TPS having their Registered Office at NTPC Bhawan, Core – 7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110003, (henceforth referred to as NTPC Barh STPP / NTPC Kahalgaon STPS / NTPC Kanti TPS / Owner / Seller which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns), is actively involved in generating and selling bulk power. As a byproduct of its power generation operations, NTPC produces approximately 1,050 Lakh MT of ash annually.

In a determined effort to enhance the ash utilization, NTPC Barh STPP, NTPC Kahalgaon STPS and NTPC Kanti TPS have ventured into the manufacturing and sale of ‘Ash Bricks’ and operates ‘Ash Brick Manufacturing Plant’ on their premises. The plants boast an installed production capacity of 20,000 bricks per day at NTPC Barh STPP, production capacity of 1,24,000 bricks per day at NTPC Kahalgaon STPS and production capacity of 8,000 bricks per day at NTPC Kanti TPS. These bricks adhere to the quality standards as per IS: 16720: 2018 and fall under Class Designation 7.5. Bricks manufactured at NTPC Barh and NTPC Kanti are also certified by BIS.

All NTPC ‘Ash Bricks’ carry the brand name ‘VIKALP.’ Consequently, these bricks will be exclusively sold under the ‘VIKALP’ brand only.

To further promote ash utilization through the sale of ‘Ash Bricks’ in the open market, NTPC Barh STPP, NTPC Kahalgaon STPS and NTPC Kanti TPS intends to appoint dealer(s) to sell ‘VIKALP’ brand ‘Ash Bricks’ to enhance customer reach and streamline the sales process.

In line with the above, NTPC Barh STPP, NTPC Kahalgaon STPS and NTPC Kanti TPS invites bids from eligible and interested applicants in becoming NTPC’s authorized dealer(s) for selling ‘VIKALP’ brand ‘Ash Bricks’ manufactured at their premises.

2. Scope of Supply:

2.1. NTPC Barh STPP / NTPC Kahalgaon STPS / NTPC Kanti TPS invites bids as specified in the e-tender document / bid document for Appointment of Dealer(s) for “Sale of ‘VIKALP’ brand Ash Bricks” from designated delivery point(s), as detailed in the bid document, on “As Available” basis.

2.2. NTPC Barh STPP / NTPC Kahalgaon STPS / NTPC Kanti TPS would be in a position to provide ‘VIKALP’ brand ‘Ash Bricks’ from ‘Delivery Points’ subjected to availability, force majeure conditions, unplanned outage of Plant, etc.

2.3. Dealers shall be authorized to sell / supply, store and display the ‘VIKALP’ brand ‘Ash Bricks’ as NTPC’s authorized dealer /s.

2.4. The evaluation and appointment of dealers will be carried out separately for NTPC Barh STPP, NTPC Kahalgaon STPS and NTPC Kanti TPS. However, once the dealers are appointed, they will be granted the right to lift 'VIKALP' brand 'Ash Bricks' from any operational NTPC station, where Ash Bricks are being manufactured, within the State of BIHAR (at H1 Evaluated Bid Price of 'Ash Bricks' at that particular station), subject to the availability of 'Ash Bricks' at that station.

2.5. Total quantity of 'Ash Bricks' available for issue, tentatively, from the NTPC Barh STPP, NTPC Kahalgaon STPS and NTPC Kanti TPS, is as per details given hereunder:

Power Stations / Location	Product Description	Total Quantity Offered	Floor price * (INR per Item)	Period of Dealership
NTPC BARH **SUPER THERMAL POWER PLANT** Barh, Patna – 803215	'VIKALP' brand Ash Bricks	5,00,000	INR 4.68 /- per Number	One [01] Year
NTPC KAHALGAON **SUPER THERMAL POWER STATION** Kahalgaon, Bhagalpur – 813214	'VIKALP' brand Ash Bricks	10,00,000	INR 4.20 /- per Number	One [01] Year
NTPC KANTI **THERMAL POWER STATION** Muzaffarpur, Bihar – 843102	'VIKALP' brand Ash Bricks	6,00,000	INR 5.92 /- per Number	One [01] Year

2.6. NTPC may also ask the dealer to sell / supply, store and display other value-added Ash Based Building Material /s at pre decided rates, terms and conditions, if mutually agreed.

3. Bidding details:

Detailed conditions and scope of work are given in the bid documents, which can be downloaded from the GepNIC Portal:

<table>
<tr><td colspan="2">Bid Document Number</td><td>USSC_IMG_ASH BRICKS_0001</td></tr>
<tr><td colspan="2">e-Tender Catalogue Number</td><td rowspan="4">As per the details available at GepNIC Portal</td></tr>
<tr><td colspan="2">Period of availability of bid document</td></tr>
<tr><td colspan="2">Last date and time for submission of documents towards 'Eligibility for bid Participation' at GepNIC Portal</td></tr>
<tr><td colspan="2">Price Bid Opening Date and Time at GepNIC Portal</td></tr>
<tr><td>(i)</td><td>Registration at GepNIC Portal</td><td>To be done well in advance and before the last date of submission of 'Eligibility for bid Participation' Documents</td></tr>
<tr><td>(ii)</td><td>Submission of Pre-Bid EMD / Bid Security</td><td>The Earnest Money Deposit (EMD) shall be through online mode available at GepNIC Portal.

In case the Bid Security is deposited by the applicant / vendor at the tendering portal through e-payment, as applicable, applicant to submit the proof of e-payment of bid security either in separate envelope or in the e-tendering portal.

In case acceptable EMD is not received then online Bid shall be rejected by OWNER as being non-responsive and shall not be opened.</td></tr>
<tr><td>(iii)</td><td>Submission of required documents towards 'Eligibility for bid Participation'</td><td>As per the details mentioned in the e-Auction / tender documents.

All the documents are to be submitted online at GepNIC Portal</td></tr>
<tr><td colspan="2">Pre-Bid EMD / Bid Security</td><td>Applicants will be required to deposit a FIXED Earnest Money Deposit (EMD) of INR 25,000 /- for participating in the e-Tender</td></tr>
<tr><td colspan="2">Start Price / Floor Price for Ash Bricks</td><td>As mentioned at clause 2.5 above.</td></tr>
<tr><td colspan="2">Evaluation Criteria of Bids</td><td>Evaluated Bid Price (EBP) of the applicants would be determined based on the premium percentage quoted above the Floor Price by the applicants.</td></tr>
</table>

All bids must be accompanied by Earnest Money Deposit (EMD), to be submitted online mode available at GepNIC Portal before the deadline stipulated on any account, what-so-ever the respective applicant shall not be allowed to bid under the subject tender at GepNIC portal, NTPC Barh STPP / NTPC Kahalgaon STPS / NTPC Kanti TPS shall not bear any responsibility on this account. Any bid not accompanied by an acceptable Pre-Bid EMD / Bid Security shall be rejected.

4. Eligibility for Bid Participation:

All applicants, fulfilling the following criteria, are eligible to participate in the Sale / Auction process:

4.1. Individual / Entrepreneurs / Sole Proprietorships / Partnerships / Limited Liability Partnerships / Consortium / Cooperative Societies / Registered Trust / Government Agencies / Government or Private Companies of India having registered and valid GSTIN and PAN and interested in becoming NTPC's authorized dealer(s) for selling 'VIKALP' brand 'Ash Bricks', manufactured by NTPC Barh STPP / NTPC Kahalgaon STPS / NTPC Kanti TPS, shall be eligible to participate in the e-Tender.

4.2. are registered as per specified guidelines for registration with GePNIC Portal.

4.3. have submitted the Pre-Bid EMD / Bid Security as per the applicable terms and have uploaded the required documents at GePNIC portal before the last day of submission of documents as per clause 3 at above and found correct as per terms and conditions of the e-tender / bid document, along with all relevant Annexures duly filled.

5. Documents to be Submitted:

Applicants must submit their bids in 'Single Stage – Two Envelope Format'. The Applicant can quote station wise premium on the 'Floor Price' of the 'Ash Bricks' for which they are willing to be appointed as Dealer(s).

5.1. Technical Bid Requirement:

- Participants Details
- PAN Card Copy
- GST Registration Copy
- Aadhar card (applicable in case of individual).
- Company Registration, as may be applicable.
- Power of Attorney for authorized person, as may be applicable.

5.2. The premium must be expressed as a percentage (%) above the reserve price. The percentage must be in multiples of 0.10 % [Zero Point One Zero].

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

Applicants may note that in case they do not accept the GTE conditions, their bids shall be not evaluated and shall be rejected.

All the documents are to be submitted in the electronic form 'ONLINE' at M/s GePNIC portal ONLY.

Documents of any prospective applicants received offline / through e-Mail / Other means at NTPC Location (s) / NTPC Barh STPP / NTPC Kahalgaon STPS / NTPC Kanti TPS shall not be entertained and considered by NTPC for evaluation. However, in case of shortfall in the submitted documents, NTPC at its sole discretion, may solicit the shortfall documents from the applicants who have submitted their offer against the subject e-Tender.

6. Submission of Bids:

Bids are to be submitted by the applicant online on the GepNIC Portal within the bid submission time as per time schedule indicated in the subject e-Tender.

7. Contact Persons:

At NTPC Barh STPP:

Name / Designation	e-Mail Address
Kripal Vijay Ingle, DGM (Ash Utilization)	kvingle@ntpc.co.in
Anil Kumar Sinha, AGM (Ash Dyke Maintenance)	aksinha10@ntpc.co.in

At NTPC Kahalgaon STPS:

Name / Designation	e-Mail Address
S Jesudas Wemston, DGM (Ash Dyke Management)	sjesudas@ntpc.co.in
Jitendra Tripathi, AGM (Ash Dyke Management)	jitendratripathi@ntpc.co.in

At NTPC Kanti TPS:

Name / Designation	e-Mail Address
Pradeep Dhakare, M (Ash Utilization)	pdhakare@ntpc.co.in
Anand Kumar Jha, AGM (Ash Utilization)	anandjha01@ntpc.co.in

At NTPC USSC:

Name / Designation	e-Mail Address
Vinay Kushwaha, DGM (IMG)	vinaykushwaha@ntpc.co.in
Ashish Jain, AGM (IMG)	ashishjain@ntpc.co.in

At NTPC Ash – NI:

Name / Designation	e-Mail Address
Bhaskar Anand, SM (Ash – NI)	bhaskaranand01@ntpc.co.in
Chandrakant Pandey, AGM (Ash – NI)	chandrakantpandey@ntpc.co.in

8. Registered Office:

NTPC Limited
NTPC Bhawan, SCOPE Complex
7, Institutional Area, Lodi Road
New Delhi – 110003
Corporate Identification No.: L40101DL1975GOI007966

For referring to Invitation for Bids, Bid Documents / e-Tender Document and downloading of the same and online bidding following websites may be referred to https://eprocurentpc.nic.in/nicgep/app

DEFINITIONS

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

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

9.2. “Day” means calendar day of the Gregorian Calendar

9.3. “Month” means calendar month of the Gregorian Calendar.

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

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

9.6. “The Dealer” (i.e., successful applicant or awardee) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns.

9.7. “Effective Date” means the date on which this contract becomes effective (i.e., issue date of Letter of Award [LOA]).

9.8. “Owner / Seller / Supplier / Employer” (i.e., NTPC Limited / NTPC Barh STPP / NTPC Kahalgaon STPS / NTPC Kanti TPS) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns.

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

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

9.11. “Delivery Point” means Suitable Locations as decided by NTPC Engineer-In-Charge for the contract.

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

9.13. “Engineer in charge” [EIC] means the officer appointed in writing by NTPC Barh STPP / NTPC Kahalgaon STPS / NTPC Kanti TPS to act as an engineer from time to time.

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

9.15. “Law(s)” means applicable laws, rules, regulations, judgments, decrees, or other legislative measures having the force of law or issued by any government agency, instrumentality, body or legislature, National, State or local authority or a court of competent Jurisdiction.

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

9.17. “Party” means the owner or the applicant, as the case may be, and “Parties” means both of them.

9.18. “Awarded Price / Prevailing Price”
Awarded Price” is the price mentioned in the Sale order / Letter of Award.

INSTRUCTIONS TO APPLICANT

10. Introduction

NTPC Barh STPP, NTPC Kahalgaon STPS and NTPC Kanti TPS, having their Registered Office at NTPC Bhawan, Core – 7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110003 (hereinafter called "Owner / Seller") will sell 'VIKALP' brand Ash Bricks manufactured by NTPC Barh STPP / NTPC Kahalgaon STPS / NTPC Kanti TPS from designated "Delivery Point /s" at to eligible and interested applicants in becoming NTPC's authorized dealer(s) for selling the 'VIKALP' brand Ash Bricks.

11. The Bidding Documents

The Bidding Documents comprise of following:

- Invitation for Bid
- Definitions
- Instructions to Applicants
- General Conditions of Contract
- Scope and Special Conditions of Contract
- Forms, Formats and Annexures
- NTPC Debarment from Business Dealings Policy
- NTPC Fraud Prevention Policy
- NTPC Anti-Bribery and Anti-Corruption (ABAC) Policy
- NTPC Customer Receipt Portal Help Manual
- e-Auction / Tender document / catalogue

All pages of the tender documents, except PRICE BID, shall be duly filled and signed by the agency on each page. A bid is liable to be rejected if documentation and signature is not complete.

12. Validity of Bids

The applicant shall keep the bid valid for a minimum period of one hundred twenty (120) days from the date of opening of the bid. In exceptional circumstances the owner may solicit the applicant's consent for an extension of the bid validity period. When the validity period is extended by the applicant, the same shall be done without any modification to thebid proposal by the applicant.

13. Pre-Bid EMD / Bid Security (EMD)

13.1. The applicants will be required to deposit a FIXED Pre-Bid Earnest Money Deposit (EMD) of INR 25,000 /- for participating in the e-Tender.

13.2. The Pre-Bid EMD / Bid Security shall be deposited online at GepNIC portal as per the procedure outlined at GepNIC portal.

13.3. Pre-Bid EMD / Bid Security of unsuccessful applicants shall be returned by NTPC as promptly as possible.

13.4. The Pre-Bid EMD / Bid Security of successful applicants (s) shall be returned / adjusted by NTPC against the amount payable by the applicants [only after submission of requisite amount of Security Deposit].

13.5. Withdrawal of bids may result in the forfeiture of the applicant's Pre-Bid EMD / Bid Security as per Clause 17.

13.6. Non-Submission of CPG / SD by the successful applicants within the stipulated time may result in the forfeiture of the applicant's Pre-Bid EMD / Bid Security.

14. Procedure for registration and payment of Pre-Bid EMD / Bid Security

The Pre-Bid EMD / Bid Security shall be deposited online at GepNIC portal as per the procedure outlined at GepNIC portal.

15. Late Bids

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

16. Bidding Requirement

Only registered applicants will be allowed to participate subject to applicant meeting the bid requirements as per Clause 4 of 'Invitation for Bid' section of this document.

The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the applicant to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.

Price shall be submitted in the sheets provided as part of the bid documents. The Price Bid should be submitted in the electronic form only through e-Tendering system. Applicant has to ensure that their bid submission is complete in all respect before the last date and time for bid submission.

Applicants shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only. For preparation of the "Price Bid", applicants are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the 'BOQ' (excel file) only of Bidding Documents.

Applicants may note that in case they do not accept the GTE conditions, their bids shall be not evaluated and shall be rejected.

17. Modification and Withdrawal of Bids

The applicant may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission at GepNIC Portal. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be resubmitted.

No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal / Modification of a bid during this interval may result in the applicant's forfeiture of its Earnest Money Deposit.

18. Nil Deviation

No deviation, whatsoever, is permitted by the Owner to any provision of Bidding Documents. The applicants are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Applicants shall certify their compliance to the complete e-Tender / Bidding Documents as per Certificate at Annexure – 03 by accepting the following General Technical Evaluation (GTE) of the Tender:

"Do you certify full compliance to all provisions of Bid Doc?"

Applicants may note that in case the applicants refuse to withdraw additional conditions / deviations / variations / exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.

Applicants may also note that any deviation / variation in any form in the Price Bid shall result in forfeiture of EMD.

19. Opening of Bids

19.1. Techno - Commercial Bid Opening

The Owner will first open the Techno-Commercial Bid in the presence of applicants representatives who choose to attend the opening at the time, on the date and at the place specified in the tender enquiry/NIT. In the event of the specified date for the opening of bids being declared a holiday for owner, the bids will be opened at the appointed time on the next working day. All important information and other such details as owner, at its discretion, may consider appropriate, will be announced at the opening.

Based on the Earnest Money Deposit / EMD, Authority / Power Attorney to sign the bid, owner shall allow only those on line bids to be opened whose Pre-Bid EMDs have been received in NTPC and are adequate and acceptable as per conditions of the bid document.

19.2. Price Bid Opening

After the evaluation process of Techno-Commercial bid is completed, owner will inform by email the eligible applicants regarding date and time set for the opening of Price Bid. Applicants, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected and shall not be opened and their Earnest Money Deposit shall be returned.

Price bids of those applicants, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online in presence of the applicant authorized representatives who choose to attend.

The participating applicants will be able to view the bid prices of all the applicants after online opening of Price Bids by owner on the e-tender portal.

20. Bidding Schedule

The schedule for submitting the bids is as mentioned in the e-tender catalogue / in the bid document at Clause 3.0 of the invitation for bid or as amended and informed to applicants from time to time on the e-tender website.

21. Owner's Right to accept any Bid or to Reject Any or All Bids

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

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

22. Owner's Right to Adjust the Quantity during Period of Dealership

The owner reserves the right to adjust the quantity at any point of time during the dealership period which NTPC Barh STPP / NTPC Kahalgaon STPS / NTPC Kanti TPS may not be able to provide to the applicant for lifting for any reason whatsoever.

23. Contract Performance Guarantee (CPG) / Security Deposit (SD)

23.1. On appointment of Dealer(s), each finalized Dealer has to submit a Security Deposit amounting INR 1,00,000 /- for each of the NTPC Station, within 15 days of issue of Letter of Intent and before taking first delivery in the form of e-Payment at NTPC's Customer Payment Portal.

23.2. Failure of the successful applicant to comply with the requirement of Submission of Security Deposit within the prescribed time shall constitute sufficient grounds for the annulment of the allocation order and forfeiture of the Pre Bid-EMD / Bid Security. Further, such applicant / buyer shall also be dealt with as per the provisions of policy for Debarment from Business Dealings.

23.3. For commencement of supplies, submission of acceptable SD is a precondition.

23.4. Security Deposit (SD) shall be released within 90 (Ninety) days after completion of the dealership period.

23.5. No interest is payable either of advance deposit or on SD.

24. Notice

Any notice, request, or consent sought pursuant to the tender shall be in writing and shallbe deemed to have been made when delivered in person to an authorized representative of the owner or applicant to whom the communication is addressed, or when sent by e-Mail, speed post, telex, telegram, or facsimile to such party i.e., the owner or the applicant.

25. Understanding and Clarification of Bid Documents

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

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

26. Award for Appointment of Dealers

26.1. The owner will issue an Award letter (Model Award letter at Annexure – 09) for Appointment of Dealer for "Sale of Ash Bricks" from designated delivery point(s) in writing to the successful applicants. The successful applicant shall return a copy of the Letter of Award, duly signed and stamped, as a token of their acknowledgement.

26.2. The applicant would be required to comply with all requirements of the notification of allocation without any extra cost to the owner, failing which his Pre-Bid EMD / Bid Security may be forfeited.

27. Bid Proposal Schedule

27.1. Applicants are to quote online their premium on the 'Floor Price' of the 'Ash Bricks' for each of the NTPC Stations for which they are willing to be appointed as Dealer(s).

27.2. Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity.

28. Check List

28.1. The applicants are requested to duly fill in the check list and applicants' details enclosed at Annexure – 01 and Annexure – 02.

28.2. The checklist gives only certain important items, to facilitate the applicant to make sure that necessary data / information is provided by him in this proposal. This, however, does not relieve the applicant of his responsibility to make sure that his proposal is otherwise complete in all respects.

28.3. All documents submitted shall be duly self-certified by the participant as being true and authentic. Bids are liable to be rejected if documentation is not complete.

29. Deviation

29.1. Any deviation taken in the terms and conditions of the e tender catalogue / Bid Documents by the applicant will not be allowed to bid online (Annexure – 03)

29.2. Submission of a bid by a applicant at GepNIC portal deems acceptance to all the terms and conditions of the bidding document by them, without any deviations.

30. ADHERENCE TO FRAUD PREVENTION POLICY

The applicant / 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.ntpctender.com The applicant shall immediately apprise the owner about any fraud or suspected fraud as soon as it comes to their notice.

Applicants shall certify their compliance to the Fraud Prevention Policy of NTPC as per Certificate at Annexure – 04 by accepting the following General Technical Evaluation (GTE) of the e-Tender:

"Do you accept the Fraud Prevention Policy of NTPC?"

If in terms of the above policy, it is established that the applicant / his representatives have committed any fraud while competing for this contract then the owner shall be entitled to disqualify the applicant(s) from the bidding process and forfeit the Earnest Money Deposit. In addition to the above, if the applicant 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 applicant on holiday for any future tenders / contracts award process.

DECLARATION ON DEBARMENT FROM BUSINESS DEALINGS POLICY

The owner has in place a Policy for Debarment from Business dealings displayed on the website www.ntpc.co.in / www.ntpctender.ntpc.co.in. Business dealings may be withheld or banned with the applicant / dealer on account of any of the grounds and following the procedures as detailed in the said Policy for Debarment from Business Dealings.

Applicants shall submit the Declaration on Debarment from Business Dealings of NTPC as per the certificate at Annexure – 05 by accepting the following General Technical Evaluation (GTE) of the Tender:

"Do you accept Debarment from Business Dealings Policy of NTPC?"

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

DECLARATION ON NTPC ANTI-BRIBERY AND ANTI-CORRUPTION (ABAC) POLICY

The Owner has in place a policy for 'Anti-Bribery and Anti-Corruption (ABAC)' as displayed on its website https://ntpc.co.in/sustainability/policies/governance.

The Applicant and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors

/ Consultants / Service Providers and all other persons associated with business of owner shall strictly adhere to AntiBribery and Anti-Corruption (ABAC) Policy of owner displayed on tender website https://ntpctender.ntpc.co.in/.

Applicants shall certify their compliance to the ‘Anti-Bribery and Anti-Corruption (ABAC) Policy of NTPC’ as per Annexure – 06 by accepting the following General Technical Evaluation (GTE) of the e-Tender:

“Do you accept the Anti-Bribery and Anti-Corruption (ABAC) Policy of NTPC?’”

Any kind of deposit in NTPC account w.r.t. Sale Price / Contract Performance Guarantee (CPG) / Security Deposit (SD) shall be through NTPC Customers Payment Receipt Portal only.

GENERAL CONDITIONS OF CONTRACT

31. Acquaintances of local conditions:

It will be imperative for the applicant to fully inform himself of all local conditions, legal requirements and factors which shall have any effect on the execution of the agreement / Sale work coveredunder these documents and specifications.

32. Language of the Contract

All bids shall be submitted in English Language.

33. Confidentiality

33.1. Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for allocation shall not be disclosed to applicants or any other person not officially concerned with such process.

33.2. Any effort by the applicant to influence the owner in the owner's bid evaluation, bid comparison, or allocation decisions may result in the rejection of the applicant's bid.

33.3. From the time of bid opening to the time of allocation, if any applicant wishes to contact theSupplier on any matter related to its bid, it should do so in writing.

34. Examination of Bids and Determination of Responsiveness

34.1. 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.

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

35. Settlement of Disputes

35.1. Mutual Consultation:

If any dispute of any kind whatsoever shall arise between the Owner and the Applicant 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 Applicant for mutual consultation, within seven (07) working days of such reference.

Without admitting the Owner liability, the Owner may obtain, within 30 days of such reference of the dispute, further details from the Applicant and examine it relating to the dispute. Such examination (if any) by the Owner shall not be construed as or imply acceptance of the claim or liability or accuracy or completeness of the details set forth in such request or reference. The Owner may hold discussions with Applicant 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 receipt 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 treat as evidence in Independent Engineer / Mediation/ Conciliation / and in any way Arbitral or Judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Mutual consultation proceedings:

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

b) admissions made by the other party in the course of the mutual consultation proceedings;

c) the fact that the other party had indicated his willingness to accept a proposal for mutual settlement.

35.2. Resolution of Dispute through Independent Engineer (IE)

Not Applicable

35.3. Mediation through Independent External Monitors (IEMs)

Not Applicable

35.4. Resolution of Dispute through Conciliation

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

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

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

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

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

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

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

35.4.1.1. Invitation for Conciliation through ESC:

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

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

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

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

35.4.1.2. Conciliation through ESC:

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

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

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

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

35.4.1.3. Proceedings before ESC:

35.4.1.3.1. The claimant shall submit its Statement of Claims (SOC) along with relevant documents to ESC members, and to the party(s) indicated in the appointment letter within 15 days of appointment of ESC. The respondent shall file its reply/Statement of Defence (SOD) and counter claim (if any) within 15 days of the receipt of the Statement of claims. Each party shall send a copy of such Statement along with relevant documents to the other party.

Parties may file their rejoinder/additional documents, if any in support of their Claim / Counterclaim within next 7 days. No documents shall be allowed thereafter, except with the permission of ESC.

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

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

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

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

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

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

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

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

35.4.1.3.5. ESC will conclude its proceedings in maximum 5 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 the Owner may extend the time/number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons and as agreed by the parties.

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

35.4.1.4. Fees and Facilities to the Members of the ESC

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

Sl .No.	Fees / Facility	Entitlement
1	Fees	Lumpsum fee of INR 2,50,000 per conciliator irrespective of the no. of meetings *
2	Secretarial expenses	INR 10,000 /- lump sum (to 1 member only).
3	Transportation in the city of the meeting	Car as per entitlement or INR 2,000 /- per day
4	Venue for meeting	OWNER’S conference rooms
Facilities to be provided to the out-stationed member		
5	Travel from the city of residence to the city of meeting	As per entitlement of Independent Directors. Executive class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.
6	Transport to and fro airport / railway station in the city of residence	Car as per entitlement or INR 3,000 /-
7	Stay for out stationed members	As per entitlement of Independent Directors.
8	Transport in the city of meeting	Car as per entitlement or INR 2,000 /- per day

* Due to unavoidable circumstances, if there is requirement of more than 5 meeting to conclude the Conciliation proceedings, the same may be done at the discretion of ESC within the capping of fee of INR 2.5 Lakhs per conciliator. However, logistic arrangements, including travel, etc. may be provided as per the extant Policy for such additional sittings.

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

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

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

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

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

a. views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
b. admissions made by the other party in the course of the Conciliation proceedings;
c. proposals made by the Conciliator; and
d. the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Conciliator.

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

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

35.4.2.1. Invitation for Conciliation through CCIE:

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

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

35.4.2.2. Conciliation Committee of Independent Experts:

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

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

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

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 Applicant in the last five years. An Undertaking in this regard, shall also be furnished by the Applicant for the purpose of avoiding any conflict of interest.

35.4.2.3. Proceedings before CCIE:

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

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

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

35.4.2.3.4. The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of Owner's Organization who have handled the subject matter in any capacity shall not be allowed to attend and present the case before CCIE on behalf of the Applicant. However, ex-employees of parties may represent their respective organizations.

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

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

35.4.2.4. Fees and Facilities to the Members of the CCIE

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

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

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

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

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

In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to remedies as may be available to them under the applicable laws other than Arbitration.

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

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

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

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

a. views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
b. admissions made by the other party in the course of the Conciliation proceedings;
c. proposals made by the Conciliator; and
d. the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Conciliator.

35.5. # Arbitration

35.5.1. If the process of mutual consultation and IE (if applicable)and/or Mediation (if applicable) and/or ESC fails to arrive at a settlement between the parties, Owner or the Applicant 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) is less than INR 10 crores.

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

In case the disputed amount (Claim/ Counter claim, whichever is higher, excl. interest) is INR 10 Crores or above, 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.

In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party under this contract, then the cumulative disputed amount (i.e. Claim/ Counter claim, whichever is higher, excluding interest) in all such arbitrations shall be taken into account while arriving at the total disputed amount for the subject contract. Disputes having cumulative value less than INR 10 crores shall be resolved through arbitration. In case the disputed amount (Claim/Counter claim, whichever is higher, excluding interest) is INR 10 crores and above, 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.

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

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

Any dispute or difference raised by a party to arbitration shall be adjudicated by an arbitral tribunal consisting of three arbitrators, in the following manner:

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

(b) The Owner and the Applicant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator within 30 days, who shall act as presiding arbitrator of the arbitral tribunal. If the two arbitrators do not succeed in appointing a third arbitrator within 30 days of the latter of the two arbitrators has been appointed, the third arbitrator shall be appointed by the High Court of Delhi.

(c) If one party fails to appoint its arbitrator within 30 days after the other party has named its arbitrator, the party which has named its arbitrator may approach the High Court of Delhi to appoint the second arbitrator.

(d) If any member of the arbitral tribunal dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings or his mandate is terminated by the Court, a substitute shall be appointed in the same manner as the arbitrator whose mandate has terminated as above. After substitution of new member, the arbitration tribunal shall proceed with reference from the stage where the mandate of the arbitrator has been terminated.

(e) Arbitrator tribunal 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 arbitral tribunal 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 arbitral tribunal shall give reasoned and speaking award in prompt manner and it shall be final and binding on the parties.

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

35.5.4. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), 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. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

The limit on disputed amount as mentioned at clause 35.5.1 above 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 GCC Sub Clause 35.1 and 35.2 above.

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

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

(b) the owner shall pay the applicant any monies due to the applicant.

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

The Panel of Conciliation Committees of Independent Experts (CCIE) is enclosed as Annexure – 10.

36. Arbitration

As per clause 35.5 at above

37. Force Majeure

37.1. "Force Majeure" shall mean any event beyond the reasonable control of the owner or of the applicant, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

37.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such an event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

37.3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended accordingly.

37.4. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the contract and to fulfill its or their obligations under the contract, but without prejudice to either party's right to terminate the contract.

37.5. No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall.

a. constitute a default or breach of the contract.

b. give rise to any claim for damages or additional cost or expense occasioned thereby if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

37.6. If the performance of the contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with Clause 35 above.

37.7. Notwithstanding Sub Clause 37.5, Force Majeure shall not apply to any obligation of the owner to make payments to the applicant herein.

War Risks

(i) "War Risks" shall mean any of the following events occurring or existing in or nearthe country (or countries) where the Site is located:

a. war, hostilities, or warlike operations (whether a state of war is declared or not), invasion, act of foreign enemy and civil war.

b. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts, and

c. any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions, or explosive of war.

(ii) Notwithstanding anything contained in the contract, the applicant shall have no liability whatsoever for or with respect to

a. destruction of or damage to Facilities, Plant and Equipments, or any part thereof

b. destruction of or damage to property of the owner or any third party

c. injury or loss of life

if such destruction, damage, injury or loss of life is caused by any War Risks, and the owner shall indemnify and hold the applicant / buyer harmless from and against any and all claims,liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence ofor in connection with the same.

(iii) If the Facilities or any Plant and Equipment's or applicant's Equipment's or any other propertyof the applicant used or intended to be used for the purposes of the Facilities shall sustain destruction or damage by reason of any War Risks, the owner shall pay the applicant for

a. **a**ny part of the Facilities or the Plant and Equipment's so destroyed or damaged (to the extent not already paid for by the owner)

b. replacing or making good any applicant's Equipment's or other property of the applicant so destroyed or damaged so far as may be required by the owner, and as may be necessary for completion of the Facilities,

c. replacing or making good any such destruction or damage to the Facilities or the Plant and Equipment's or any part thereof.

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

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

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

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

38. Insurance and Applicant's Liability

38.1. The applicant shall be fully responsible for maintaining all the insurance as per the law of land at its cost.

38.2. The applicant shall at all times indemnify the owner against all losses, claims, damages or compensation arising out of any accident or injury to any person (whether in employment of applicant or not) or property in or about the plant (inside / outside the plant) which may arise out due to applicants' act / negligence while carrying out the contract.

39. Suspension of the supply

39.1. The owner reserves the right to suspend and reinstate execution of the whole or any part of the supply.

39.2. The owner shall not be responsible for any liabilities for suspension of issue of 'Ash Bricks' or issue of reduced quantity of 'Ash Bricks' for any reason whatsoever.

40. Indemnity for defense of Suits

If any action in court is brought by third party against the owner or an officer or agent of the owner for the failure or neglect on the part of the applicant to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence on the part of the applicant, his agents, representatives or his Sub- applicants, workmen, suppliers, or representatives employees the applicant shall in such cases indemnify and keep the owner and / or its representative harmless from all losses damages, claims, expenses or decrees arising out of such action.

41. Recovery of Sums Due

Whenever any claim for the payment of the sum of money arises against the applicant, theowner shall be entitled to recover such a sum by appropriating in whole or in part, from advance deposited against 'Ash Bricks' and /or the SD / Contract Performance Guarantee deposited by the applicant.

42. Safety and Sustainability

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

43. Disorderly Conduct

The applicant shall at all times take all reasonable precautions to prevent any unlawful, notorious or disorderly conduct by or amongst the applicant's staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of thedelivery site against the same.

44. Jurisdiction of Court

Only Bihar High Court shall have exclusive jurisdiction on all the matters concerning the supply against this e-Auction / contract.

45. No Breach of Contract

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

a. has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract and

b. has informed the other party as soon as possible about the occurrence of suchan event.

SPECIAL CONDITIONS OF CONTRACT

46. Scope of Supply:

46.1. NTPC Barh STPP, NTPC Kahalgaon STPS and NTPC Kanti TPS would be in a position to provide 'VIKALP' brand 'Ash Bricks' from Suitable Locations, as decided by Engineer-In-Charge of NTPC Barh STPP / NTPC Kahalgaon STPS / NTPC Kanti TPS, subject to availability, Force Majeure conditions and unplanned outage of Plant, etc.

46.2. The owner reserves the right to supply / sell the quantity not lifted by the dealers to any other party at the sole discretion of the owner.

46.3. Quantity: As mentioned at clause 2.5 of the subject e-Tender / bidding documents. This indicated stock is minimum and firm stock reserved for all the dealers combined. The actual available stock may be higher than the indicated stock.

46.4. Period: One [01] Year.

47. Working Hours:

'Ash Bricks' are intended to be issued on all working days during the office hours, or as per the directions of Engineer-in-Charge.

48. Delivery Point:

48.1. The owner would issue 'VIKALP' brand 'Ash Bricks' from Suitable Locations as decided by Engineer-In-Charge of NTPC Barh STPP / NTPC Kahalgaon STPS / NTPC Kanti TPS (as may be applicable).

48.2. 'Ash Bricks' shall be considered to have been issued as it passes into the applicant's vehicle at the loading point.

49. Quality of Ash Bricks:

49.1. The owner would issue Ash Bricks at designated delivery point(s) on "As Available" basis.

49.2. All bricks adhere to the quality standards as per IS: 16720: 2018. Other details of the Ash Bricks are mentioned below:

S. No.	NTPC Plant	Bricks Class Designation	Brick Size [mm]	BIS Certified
1	NTPC Barh STPP	7.5	230 x 110 x 70	Yes
2	NTPC Kahalgaon STPS	7.5	230 x 110 x 70	No
3	NTPC Kanti TPS	7.5	230 x 110 x 75	Yes

49.3. Applicants are advised to take the sample of the Ash Bricks from NTPC Barh STPP / NTPC Kahalgaon STPS / NTPC Kanti TPS, to confirm the quality of the 'Ash Bricks', before bidding. Sample collection and testing shall be arranged and done by the interested applicant at their own cost.

50. Methodology for Pricing:

50.1. The price chargeable to the applicant(s) shall be the price obtained in the tendering process as per the methodology described in Clause 52 in Rupees per MT.

50.2. All statutory duties / taxes / levies including GST shall be charged extra.

51. Price and Bidding Methodology:

51.1. The minimum 'Floor Price' of 'Ash Bricks' is mentioned at clause 2.5 of the subject e-Tender / bidding documents.

51.2. The applicant to quote station wise premium on the 'Floor Price' of the 'Ash Bricks' for each of the NTPC Station /s for which they are willing to be appointed as Dealer(s).

51.3. The premium must be expressed as a percentage (%) above the 'Reserve Price'. The percentage must be in multiples of 0.10 %.

51.4. Price shall be submitted in the 'Excel Sheets' provided as part of the bid documents. The Price Bid should be submitted in the electronic form only through GepNIC portal.

Applicants shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.

51.5. For preparation of the “Price Bid”, applicants are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the ‘BOQ’ (excel file) only of Bidding Documents.

52. Evaluation Criteria of Bids / Offer Evaluation Criterion:

52.1. The maximum numbers of “Dealer (s)” that can be appointed against the subject e-Tender will be limited to three (03) at any of the NTPC Station, i.e., a maximum of three (03) Dealers at NTPC Barh STPP, a maximum of three (03) Dealers at NTPC Kahalgaon STPS and a maximum of three (03) Dealers at NTPC Kanti TPS

52.2. The evaluation of bids shall be carried out on a station wise basis.

52.3. The Evaluated Bid Price (EBP) of the applicants would be determined based on the premium percentage quoted above the Floor Price by the applicants and the applicants will be ranked in order as H1, H2, H3, H4, H5, H6 and so on for ‘Ash at each of the NTPC Station.

52.4. The H1 applicant will be awarded the dealership at the particular NTPC station.

52.5. The H2, H3, H4, H5, H6 ….. applicants(s) shall also be eligible for ‘Award of Dealership’, in case the applicants(s) agree to match the H1 Evaluated Bid Price and subject to condition stated at clause 52.1 above.

52.6. If more than two applicants agree to match the H1 Evaluated Bid Price, preference will be given to applicants based on their ranking, i.e. the H2, then H3 and so on will be selected. Thus, the final selection may include H1 and two additional applicants who match the H1 Evaluated Bid Price, based on their ranking.

52.7. Tie Conditions:

52.7.1. In the event of a tie among more than two (02) applicants at the H1 position (with respect to the Evaluated Bid Price), all such applicants will be awarded the dealership. In such a situation, the total number of finalized dealers may exceed three (03). However, no further matching will be conducted.

52.7.2. In the event of a tie among applicants at the H2 position, if two or more such applicants agree to match the H1 Evaluated Bid Price, the dealership will be finalized with all such matching applicants. In such a situation, the total number of finalized dealers may exceed three (03). No further matching will be offered to applicants at the H3 rank or below.

52.7.3. If the H1 and H2 positions are held by unique applicants and a tie exists at the H3 position, all such applicants at the H3 tie position who agree to match the H1 Evaluated Bid Price will be awarded the dealership. The total number of finalized dealers will include all such tied H3 applicants, and no further matching will be conducted for any subsequent ranks.

53. Award Criteria:

53.1. The applicant shall be awarded the dealership at the quoted price as per Clause 52 above.

53.2. The evaluation and appointment of dealers will be carried out separately for NTPC Barh STPP, NTPC Kahalgaon STPS and NTPC Kanti TPS.

53.3. Once the Dealer (s) are appointed, they will be granted the right to lift ‘VIKALP’ brand ‘Ash Bricks’ from any operational NTPC station, where Ash Bricks are being manufactured, within the State of BIHAR (at the H1 Evaluated Bid Price of the Ash Brick at that particular NTPC station), subject to the availability of the Ash Bricks at that station.

54. Award price:

The H1 Evaluated Bid Price (exclusive of all taxes and duties) shall serve as the award price until the end of the initial quarter. Subsequently, the price shall be adjusted on the 1st day of each quarter and shall remain effective for that specific quarter. Adjustments for subsequent quarters shall be determined as follows:

$$P = P_0\left[0.05 + 0.45\left(\frac{C}{C_0}\right) + 0.50\left(\frac{M}{M_0}\right)\right]$$

Where:

- P = Updated Price per Ash Brick

- P_0 = Base Price per Ash Brick [H1 Evaluated Bid Price]
- C = Current Rate of Cement
- C_0 = Base rate of Cement per Ash Brick [at the time of Calculation of 'Floor Price']
- M = Current Cost of Manpower
- M_0 = Base cost of Manpower per Ash Brick [at the time of Calculation of 'Floor Price']

The following are the Values of P_0, C_0 and M_0 used in the subject e-Tender for arriving at the 'Floor Price' of 'Ash Bricks' mentioned at at clause 2.5 of the subject e-Tender / bidding documents:

S. No.	NTPC Station	Price Adjustment Parameter	Value
1	NTPC Barh STPP	Base Price per Ash Bricks (P_0)	4.68
		Base rate of Cement per Ash Bricks (C_0)	1.57
		Base cost of Manpower per Ash Bricks (M_0)	3.03
2	NTPC Kahalgaon STPS	Base Price per Ash Bricks (P_0)	4.20
		Base rate of Cement per Ash Bricks (C_0)	2.39
		Base cost of Manpower per Ash Bricks (M_0)	1.44
3	NTPC Kanti TPS	Base Price per Ash Bricks (P_0)	5.92
		Base rate of Cement per Ash Bricks (C_0)	2.32
		Base cost of Manpower per Ash Bricks (M_0)	2.70

55. Period of Supply:

The dealership will be appointed for a period of One [01] Year, with a provision for extension for an additional One Year [01] based on mutual agreement of the parties.

56. Payment Terms and Bank Charges:

56.1. Delivery shall be made against advance payment in conformity with NTPC Policy for collecting advance [through NTPC's Customer Payment Portal]. Advance shall be adjusted against delivery on a daily basis.

56.2. The applicant to pay any taxes / duties extra on the applicable rates.

56.3. The applicant to deposit the CPG / SD as per clause 23.1, in addition to advance mentioned above at 56.1 before the start of work.

56.4. All bank charges shall be borne by the applicant / buyer.

57. Allocation of Available Monthly Quantity:

57.1. Allocation of quantity of 'Ash Bricks' shall be carried out on the basis of the demand raised by the appointed Dealer(s) by the 15th day of every month (for next month), in the form of a Demand Letter.

57.2. Based on the above demand and considering the corresponding available quantity of 'Ash Bricks for sale, the respective NTPC Station shall determine and intimate the monthly allocation to the Dealer(s) by the 20th day of every month (for next month).

57.3. Priority for lifting of 'Ash Brick' by the Dealers (s) shall be based on the advance payment received through the NTPC Customer Receipt Portal (first deposited first served basis).

57.4. In case of non-mobilization or inadequate mobilization, NTPC may, at its discretion, allocate such quantity to alternate dealer(s) / other avenues. The decision of the Engineer-in-Charge (EIC) of NTPC shall be final and binding in this regard.

58. Issue of Ash Bricks:

58.1. The dealer may depute an authorized representative at each NTPC station for which the dealership has been awarded, for coordination and lifting of Ash Bricks from the designated delivery point, as informed by the Engineer-in-Charge (EIC).

58.2. Depending upon operational convenience, safety requirements, and other considerations, the Engineer-in-Charge (EIC) may schedule the lifting of Ash Bricks from the delivery point by different agencies. Such schedules shall be binding upon the Dealer(s). The schedules and deployment may be worked out or revised from time to time based on periodic meetings among the concerned stakeholders.

58.3. NTPC reserves the right to suspend the issuance of Ash Bricks if the required advance amount is not available with NTPC by the stipulated date. Any such suspension of offtake shall be to the account of the dealer.

59. Invoicing:

Ash Bricks shall be issued based on actual numbers.

60. Taxes, Duties, Levies etc.:

60.1. The applicant shall be liable and responsible for payment of all statutory levies in the form of GST and all other taxes and duties applicable on the Supply / Sale of Ash Bricks. Such statutory liabilities, if any, shall be paid by the applicant extra at actuals. ("Goods and Services Tax" or "GST" means taxes levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act, and various State / Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws).")

60.2. All Ash Bricks will be sold on 'Ex-Works basis'. Regarding exports of Ash Bricks by the dealers, it is the responsibility of the dealer to fulfill their export obligations as may be required, and any shortfall in this regard shall be to the account of the appointed dealer only. The dealer indemnifies the owner against all such liabilities and losses on failure to fulfill the export obligations, if any.

61. Billing:

NTPC will issue the 'Exit Gate Pass' on daily basis and invoices on daily / weekly / fortnightly / monthly basis and shall be delivered to the dealer (s). An invoice showing the value of the 'Ash Bricks' delivered / issued for each day, along with applicable GST and all other duty / taxes / cess etc. as applicable, shall be adjusted against the advance payment made by the dealers (s).

62. Responsibility During Loading and Transportation:

62.1. Loading at NTPC station and un-loading (at dealers (s) end) of Ash Bricks shall be in the scope of the Dealer (s). Manpower required for loading of 'Ash Bricks' from NTPC station shall be arranged by the dealers (s). However, NTPC will extend all possible equipment / mechanical support for the same on availability basis.

62.2. Transportation, including bagging / packing of 'Ash Bricks' (if required), and any other related activity is in the scope of the dealer. No claim whatsoever, by the dealer for transportation of the items, shall be entertained.

62.3. Dealer(s) appointed for selling of 'Ash Bricks' shall apply for permission for suitable transportation medium, such as tractor trolley, trucks etc. and for associated manpower, which needed to be deploy for Ash Bricks lifting. Road Permits, Registration Certificates, Operator / Driver Licenses, Insurance etc. applicable for the deployed vehicle and for manpower shall be submitted at the time of start of work (and also when new and / or additional vehicles or manpower are deployed, and thereafter as and when required, to Engineer-In-Charge for verification and issuance of permission as per prevailing procedure adopted at NTPC.

62.4. The dealers' transporter(s) / deployed vehicles shall be in fit condition and should meet the statutory compliance requirement of State Government / Central Government / Concerned Authorities for transportation of the specified goods.

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

62.6. The dealer(s) shall abide by the terms and conditions of the dealership (as mentioned in the e-Tender / bidding documents and the LOA) and strictly align all activities of transporting and selling within the terms and conditions set for the dealers

63. Other Terms and Conditions:

63.1. Ash Bricks once loaded in trucks will be considered as sold.

63.2. The dealers are allowed to setup their outlet / warehouse at any of their premises.

63.3. Dealers shall obtain all applicable permissions from the concerned local /state / central authorities for transport, storage, and sale of Ash Bricks' as required.

63.4. Statutory / regulatory compliances shall be binding upon all the dealers and verifiable by NTPC.

63.5. All responsibilities and costs towards statutory obligation, outlet maintenance etc. whatsoever shall be borne by the dealer.

63.6. Non – compliance of safety / environment provisions shall attract penal actions ranging from fine to termination of contract / agreement / issue of 'Ash Bricks' as decided by the nodle person.

63.7. The dealer shall be fully responsible for maintaining all the insurance as per the law of land at its cost.

63.8. The dealer shall at all times indemnify the owner (NTPC) against all losses, claims, damages or compensation arising out of any accident or injury to any person (whether in employment of dealer or not) or property in or about the plant of NTPC (inside / outside the plant) which may arise out due to dealer's act / negligence while carrying out the contract.

63.9. In case of any liability on NTPC, in any manner that arises due to non-compliance of any Environmental and Transportation Norms, Rules, Guidelines and Statutory provisions by the dealers or its representative / agent, during the course of execution and for future obligations (if any) by way of omission or commission, the agency shall keep NTPC effectively indemnified of any such liability. The applicant will submit an indemnity bond as per prescribed format to be executed on nonjudicial stamp paper of appropriate value by the dealer and duly notarized by a notary public) to keep NTPC indemnified against legal proceedings / paying damages arising out of non-compliances by the applicant, if any [Format attached as Annexure – 08].

64. Indemnities for Environmental Conditions:

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

65. Compliance by Applicants:

Applicants to comply with all reasonable controls imposed by NTPC station and to cooperate with the station and other operating applicants / dealers and to abide by the decision of Engineer-in-Charge. In case of any dispute the decision of the Engineer-in-Charge shall be final and binding.

66. NTPC reserves the right to take appropriate action as deemed fit, in case information / details provided are found false even at a later date.

NTPC LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

Inventory Management Group
USSC, NTPC Raipur

Standard Forms Formats and Annexures

ANNEXURES

Annexure 01	Check List for Submission of Documents along With Bid
Annexure 02	Applicant Details
Annexure 03	Certificate For Compliance to All Provisions of Bidding Documents
Annexure 04	Form of Acceptance of Fraud Prevention Policy
Annexure 05	Declaration on Debarment from Business Dealings Policy
Annexure 06	Form of Acceptance of Anti-Bribery And Anti-Corruption (ABAC) Policy
Annexure 07	EFT Form
Annexure 08	Proforma for Indemnity Bond
Annexure 09	Model Award Letter
Annexure 10	The Panel of Conciliation Committees of Independent Experts (CCIE)

Annexure – 01

CHECK LIST FOR SUBMISSION OF DOCUMENTS ALONG WITH BID

Applicant's Offer Reference Number: ____________ Date: __________

To,
HoD [IMG USSC]
NTPC Limited, Unified Shared Services Centre,
Sector 24, Tuta, New Raipur
Chhattisgarh – 492101, India

S. No.	Description of Check points	Yes / No / Not Applicable	Remarks
1	Whether submitted documents related to requirements supporting your eligibility, complete in all respects		Document To be Submitted by the applicant: • PAN CARD • GST Registration • Aadhar card (applicable in case of individual). • Company registration as may be applicable • Power of Attorney for authorized person, as may be applicable. • Business details of the participant / applicant as per prescribed format (Annexure – 02)
2	Whether submitted Pre-Bid EMD / Bid Security of required value as per requirement of the bid document		
3	Whether the applicant has registered and completed the formalities for registration with GePNIC		Please write the registration number
4	Whether the Applicant Details at Annexure – 02 been filled and submitted		
5	GST Registration Certificate and PAN Caed Copy Submitted		
6	Power of Attorney for Authorized Person submitted		

For M/s ____
(Applicant Agency)
Signature ______________________________________

Printed Name ___________________________________
(Authorized person having Power of Attorney)
Designation ____________________________________

Company Seal

Date: ______________
Place: _____________

Annexure – 02

APPLICANT DETAILS

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

(On official letter head of the applicant)

Applicant's Offer Reference Number: ____________ Date: __________

To,
HoD [IMG USSC]
NTPC Limited, Unified Shared Services Centre,
Sector 24, Tuta, New Raipur
Chhattisgarh – 492101, India

S. No.		CONDITION	DETAILS
01	Name of the Applicant		
02	Status (Company / Agency / Individual)		
	(a)	GST Number	
	(b)	PAN Number	
	(c)	Nature of Business:	
		Name of the Product / Service	
		Location and Address of Production / Service Facility	
03	Registered Address		
04	Communication Address		
05	Tentative yearly requirement of 'Ash Bricks' (both in Figures and Words)		Figures:
			Words:
06	(a)	Does the participant have a Warehouse / Storage Facility (not mandatory) for Ash Bricks (Yes / No)	
	(b)	If Yes: Location of the Warehouse / Storage	
		Size of the Warehouse / Storage [in sq. ft]	
07	(a)	Whether Ash Bricks' products dealership awarded previously from NTPC (Yes / No).	
	(b)	If Yes, Quantity Sold (in Numbers)	
08	Details of the Person authorized to sign all documents including correspondence, etc.		
	(a)	Name of the Authorized Person	
	(b)	Designation	
	(c)	Telephone Number	
	(d)	Fax Number	
	(e)	e-Mail id	
	(f)	Alternate e-Mail id	
09	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.

Annexure – 03

CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS OF BIDDING DOCUMENTS

(Certificate of "NIL" Deviation Towards COMPLIANT BID)

{To be accepted on the system under General Technical Evaluation (GTE)}

Applicant's Offer Reference Number: ____________ Date: __________

To,
HoD [IMG USSC]
NTPC Limited, Unified Shared Services Centre,
Sector 24, Tuta, New Raipur
Chhattisgarh – 492101, India

Dear Sir,

I / we hereby declare confirmation/ acceptance to following:

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

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

For M/s ________________________________
(Applicant Agency)

Date: _____________
Place: ____________

Signature ________________________________

Printed Name ____________________________
(Authorized person having Power of Attorney)

Designation _______________________________

Company Seal

Annexure – 04

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

{To be accepted on the system under General Technical Evaluation (GTE)}

Applicant's Offer Reference Number: ____________ Date: __________

To,
HoD [IMG USSC]
NTPC Limited, Unified Shared Services Centre,
Sector 24, Tuta, New Raipur
Chhattisgarh – 492101, India

Dear Sir,

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

For M/s ________________________________
(Applicant Agency)

Date: ______________
Place: _____________

Signature ________________________________

Printed Name ______________________________
(Authorized person having Power of Attorney)

Designation ________________________________

Company Seal

Annexure – 05

DECLARATION ON DEBARMENT POLICY

{To be accepted on the system under General Technical Evaluation (GTE)}

Applicant's Offer Reference Number: ____________ Date: __________

To,
HoD [IMG USSC]
NTPC Limited, Unified Shared Services Centre,
Sector 24, Tuta, New Raipur
Chhattisgarh – 492101, India

Dear Sir,

1 We have read the contents of Debarment Policy displayed on the website www.ntpc.co.in / www.ntpctender.ntpc.co.in and agreed to abide by this policy. Further, in terms of requirement under Debarment Policy we hereby declare the following:

a) We have not been Banned / Blacklisted as on date of submission of bid by Ministry of Power or Department of Expenditure, Ministry of Finance.

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

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

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

For M/s ____________________________________
(Applicant Agency)

Signature ____________________________________

Printed Name ____________________________________
(Authorized person having Power of Attorney)

Designation ____________________________________

Company Seal

Date: ______________
Place: _____________

Annexure – 06

ADHERENCE TO OWNER'S ANTI BRIBERY AND ANTI CORRUPTION (ABAC) POLICY

{To be accepted on the system under General Technical Evaluation (GTE)}

Applicant's Offer Reference Number: ____________ Date: __________

To,
HoD [IMG USSC]
NTPC Limited, Unified Shared Services Centre,
Sector 24, Tuta, New Raipur
Chhattisgarh – 492101, India

Dear Sir,

We and our employees along with our associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by 'Anti-Bribery and Anti-Corruption (ABAC) Policy' of Owner as displayed on tender website at https://ntpctender.ntpc.co.in/ under section 'policy docs' and undertake that we represent and confirm that we are aware of, understand, and will comply with all applicable laws and regulations relating to anti-corruption and anti-bribery and the ABAC Policy of Owner. In addition, each Party agrees that so long as it is conducting business with the other Party or the other Party's affiliates, it will not, directly or indirectly, on behalf of the other Party or the other Party's affiliates promise, offer, solicit, authorize, give or receive bribe, or other corrupt payment, item or service of value, or any other corrupt advantage, whether in cash or in kind, in relation to the participation in the tender.

For M/s ____________________________________
(Applicant Agency)
Signature ___________________________________

Printed Name ________________________________
(Authorized person having Power of Attorney)
Designation __________________________________

Date: ______________
Place: _____________

Company Seal

Annexure – 07

EFT FORM

(TO BE FILLED IN CAPITAL LETTERS)

To,
HoD [IMG USSC]
NTPC Limited, Unified Shared Services Centre,
Sector 24, Tuta, New Raipur
Chhattisgarh – 492101, India

Dear Sir,

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

1. NAME OF THE BENEFICIARY

2. ADDRESS

PIN CODE

3. TELEPHONE NUMBERS (WITH STD CODE)

4. BANK PARTICULARS

A) BANK NAME

B) BANK TELEPHONE NUMBERS (WITH STD CODE)

C) BRANCH ADDRESS

PIN CODE

D) BANK FAX NUMBER (WITH STD CODE)

E) BRANCH CODE

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

G) 11 DIGIT IFSC CODE OF THE BANK

H) BANK ACCOUNT NUMBER

I) BANK ACCOUNT TYPE (TICK ONE)

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS

IF OTHERS, SPECIFY

5. PERMANENT ACCOUNT NUMBER (PAN)

6. e-Mail Address for Intimation regarding release of payments

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

SIGNATURE

(AUTHORISED SIGNATORY)

Name:

DATE

[OFFICIAL STAMP]

BANK CERTIFICATION:
It is certified that above mentioned beneficiary holds a bank account number ____________________________ ____________________ with our branch and the Bank particulars mentioned above are correct.

SIGNATURE

(AUTHORISED SIGNATORY)
Authorization number: ___________________

Name:

DATE

[OFFICIAL STAMP]

Enclosure: Cancelled Blank Cheque in original

Annexure – 08

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 Applicant / Dealer

This bond of indemnity is made on this _____ day of ____________ by ________________________________ ____ (name and address) and ___________________________ __________________ (details of the incorporation of the Applicant / Dealer) hereinafter referred to as the 'Applicant / Dealer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) in favour of ___________________________ NTPC Limited _____________ 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 Applicant / Dealer, an order / permission letter / Letter of Award Number _ _______________________________ Dated ____________ and in terms of the said Order, the TPP has agreed to issue 'Ash Bricks' to the Applicant / Dealer.

AND WHEREAS one of the conditions for the issue of the 'Ash Bricks is that the Applicant / Dealer 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 / Letter of Award Number __________________ _________________________ by way of omission or commission by the Applicant / Dealer or its representatives / agents.

Now this Indemnity Bond witnesseth as follows:

1.0 The Applicant / Dealer 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 Bricks' and for future obligations (if any), by way of omission or commission by the Applicant / Dealer or its representatives / agents for 'Ash Bricks' issued by the TPP to the Applicant / Dealer vide order / permission letter / Letter of Award Number ______ _____________________________

2.0 This Indemnity Bond shall be valid till Six (06) calendar months after the scheduled date / actual date of completion of the contract / dealership period.

3.0 It is clearly understood and agreed to by the Applicant / Dealer that non-observance of the obligations under this Indemnity Bond by the Applicant / Dealer shall Inter-alia constitute a criminal breach of trust on the part of the Applicant / Dealer 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 Applicant / Dealer 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 Applicant / Dealer shall not revoke this bond till it is discharged by TPP in writing.

For M/s _________________________________
(Applicant / Dealer)
Signature _________________________________
Printed Name ______________________________
(Authorized person having Power of Attorney)
Designation _______________________________

WITNESS:
Signature _________________________
Printed Name _______________________
Address ___________________________
____
____

Annexure – 09

MODEL AWARD LETTER

LETTER OF AWARD

Reference Number: NTPC/USSC/IMG/ _____________ Date: __________

To,
____
____
Contact Number
e-Mail Id
GePNIC Registration Number
GST Registration Number
Legal Name [As per GST Certificate]:
Trade Name [As per GST Certificate]

Kind Attention: ________________________

Subject: Letter of Award for "Appointment of Dealer for Sale of Ash Bricks Manufactured Under the Brand Name 'VIKALP' at NTPC _____________________"

Dear Madam / Sir,

This has reference to the following:

1. Bid document Reference: USSC_IMG_ASH BRICKS_XXXXXXX
   Containing:
   a. Invitation for Bid
   b. Definitions
   c. Instructions to Applicants
   d. General Conditions of Contract
   e. Scope and Special Conditions of Contract
   f. Forms, Formats and Annexures
   g. NTPC Debarment from Business Dealings Policy
   h. NTPC Fraud Prevention Policy
   i. NTPC Anti-Bribery and Anti-Corruption (ABAC) Policy
   j. NTPC Customer Receipt Portal Help Manual
   k. e-Auction / Tender document / catalogue
2. e-Tender Number / GePNIC Tender Id: ________________________________
3. Your bid id XXXXXX submitted against GePNIC Tender Id: XXXXXXXXXXXXXXXXX and its price bid opened on XX.XX.XXXX

We are pleased to accept your offer and hereby appoint you as an Authorized Dealer for the sale, storage, display, and supply of 'VIKALP' brand 'Ash Bricks' for a period of One (01) year.

The dealership appointment is designated for NTPC XXXXXXX. However, as a registered dealer, you are granted the right to lift 'VIKALP' brand 'Ash Bricks' from any operational NTPC station, where Ash Bricks are being manufactured, within the State of XXXXXXX at the final H1 Evaluated Bid Price of Ash Brick for that specific station, subject to availability.

Scope of Dealership

NTPC XXXXXXXXX STPX would be in a position to provide Ash Bricks from 'Delivery Points' subjected to availability, force majeure conditions, unplanned outage of Plant, etc.

Dealers are authorized to sell / supply, store and display ‘VIKALP’ Brand Ash Bricks as NTPC’s authorized dealer /s

NTPC XXXXXXXXX STPX reserves the right to supply the quantity not lifted by the dealers to any other party at the sole discretion of NTPC XXXXXXXXX STPX.

Terms and Conditions of Dealership

The contract shall be performed by you strictly in accordance with the terms and conditions contained in General Conditions of Contract and Special Conditions of Contract, e-Tender Catalogue / bid document, definitions, its amendments, deletions and additions to the same attached herewith, except amendments / modifications specifically brought in this award letter.

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

1. Contract Period:

1.1 The contract shall be effective from the date of issue of this LOA or as per the instructions of NTPC’s Engineer-In-Charge.

1.2 The completion date of the contract period / sale period is One (01) Year from the date of start.

1.3 The contract period may be extended for an additional One [01] Year based on mutual agreement of both the parties.

2. Commencement of Supply:

The Commencement date of issue of Ash Bricks is __________.

3. Award Price:

The price of Ash Bricks is INR _____/- per Number [XXXXXXXX Rupees and XXXX Paisa only], exclusive of all statutory duties, levies, and GST.

4. Price Adjustment:

The price of Ash Bricks mentioned above at clause 3 is the award price until the end of the initial quarter of the contract period.

Subsequently, the price shall be adjusted on the 1st day of each quarter and shall remain effective for that specific quarter. Adjustments for subsequent quarters shall be determined as follows:

$$P = P_0\left[0.05 + 0.45\left(\frac{C}{C_0}\right) + 0.50\left(\frac{M}{M_0}\right)\right]$$

Where:

- P = Updated Price per Ash Brick
- P_0 = Base Price per Ash Brick [H1 Evaluated Bid Price]
- C = Current Rate of Cement
- C_0 = Base rate of Cement per Ash Brick [at the time of Calculation of ‘Floor Price’]
- M = Current Cost of Manpower
- M_0 = Base cost of Manpower per Ash Brick [at the time of Calculation of ‘Floor Price’]

The following are the Values of P_0, C_0 and M_0 used in the subject e-Tender:

S. No.	Price Adjustment Parameter	Value
1	Base Price per Ash Bricks (P_0)	XX.XX
2	Base rate of Cement per Ash Bricks (C_0)	XX.XX
3	Base cost of Manpower per Ash Bricks (M_0)	XX.XX

5. Working Hours:

‘Ash Bricks’ are intended to be issued on all working days during the office hours, or as per the directions of Engineer-in-Charge

6. Quality of Ash Bricks

6.1 NTPC XXXXXXXXX STPX would issue Ash Bricks at designated delivery point(s) on "As Available" basis.

6.2 NTPC XXXXXXXXX STPX Ash bricks adhere to the quality standards as per IS: 16720: 2018 and fall under Class Designation XX / XX, with sizes ranging from xx / xx. Bricks manufactured at NTPC XXXXXXXXX STPX and NTPC XXXXXXXXX STPX are also certified by BIS.

7. Delivery point:

7.1 NTPC XXXXXXXXX STPX would issue Ash Bricks from Suitable Locations as decided by Engineer-In-Charge of NTPC XXXXXXXXX STPX.

7.2 Ash Bricks shall be considered to have been issued as it passes into the Dealers vehicle at the loading point

8. Payment Terms:

8.1 Delivery shall be made against advance payment in conformity with NTPC Policy for collecting advance [through NTPC's Customer Payment Portal]. Advance shall be adjusted against delivery on a daily basis.

8.2 The Dealer to pay any taxes / duties extra on the applicable rates.

8.3 The Dealer to deposit the CPG / SD as per clause 9, in addition to advance mentioned above at 8.1 before the start of work.

8.4 All bank charges shall be borne by the Dealer / Buyer.

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

9.1 Appointed Dealer, each finalized Dealer has to submit a Security Deposit amounting INR 1,00,000 /- for each of the NTPC Station, within 15 days of issue of Letter of Intent and before taking first delivery in the form of e-Payment at NTPC's Customer Payment Portal.

9.2 Failure of the successful dealer to comply with the requirement of Submission of Security Deposit within the prescribed time shall constitute sufficient grounds for the annulment of the allocation order and forfeiture of the Pre Bid-EMD / Bid Security. Further, such dealer / buyer shall also be dealt with as per the provisions of policy for Debarment from Business Dealings.

9.3 For commencement of supplies, submission of acceptable SD is a precondition.

9.4 Security Deposit (SD) shall be released within 90 (Ninety) days after completion of the dealership period.

9.5 No interest is payable either of advance deposit or on SD

10. Allocation of Available Monthly Quantity:

10.1 Allocation of quantity of 'Ash Bricks' shall be carried out on the basis of the demand raised by the appointed Dealer(s) by the 15th day of every month (for next month), in the form of a Demand Letter.

10.2 Based on the above demand and considering the corresponding available quantity of 'Ash Bricks for sale, NTPC XXXXXXXXX STPX shall determine and intimate the monthly allocation to the Dealer(s) by the 20th day of every month (for next month).

10.3 Priority for lifting of 'Ash Brick' by the Dealers (s) shall be based on the advance payment received through the NTPC Customer Receipt Portal (first deposited first served basis)

10.4 In case of non-mobilization or inadequate mobilization, NTPC may, at its discretion, allocate such quantity to alternate dealer(s) / other avenues. The decision of the Engineer-in-Charge (EIC) of NTPC shall be final and binding in this regard

11. Issue of Ash Bricks:

11.1 The dealer may depute an authorized representative at each NTPC station for which the dealership has been awarded, for coordination and lifting of Ash Bricks from the designated delivery point, as informed by the Engineer-in-Charge (EIC).

11.2 Depending upon operational convenience, safety requirements, and other considerations, the Engineer-in-Charge (EIC) may schedule the lifting of Ash Bricks from the delivery point by different agencies. Such schedules shall be binding upon the dealer(s). The schedules and deployment may be worked out or revised from time to time based on periodic meetings among the concerned stakeholders.

11.3 NTPC reserves the right to suspend the issuance of Ash Bricks if the required advance amount is not available with NTPC by the stipulated date. Any such suspension of offtake shall be to the account of the dealer.

12. Invoicing:

Ash Bricks shall be issued based on actual numbers.

13. Taxes and Duties:

13.1 The dealer shall be liable and responsible for payment of all statutory levies in the form of GST and all other taxes and duties applicable on the Supply / Sale of Ash Bricks. Such statutory liabilities, if any, shall be paid by the applicant extra at actuals. ("Goods and Services Tax" or "GST" means taxes levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act, and various State / Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws).")

13.2 All Ash Bricks will be sold on 'Ex-Works basis'. Regarding exports of Ash Bricks by the dealers, it is the responsibility of the dealer to fulfill their export obligations as may be required, and any shortfall in this regard shall be to the account of the appointed dealer only. The dealer indemnifies the owner against all such liabilities and losses on failure to fulfill the export obligations, if any.

14. Billing

NTPC will issue the 'Exit Gate Pass' on daily basis and invoices on daily / weekly / fortnightly / monthly basis and shall be delivered to the dealer (s). An invoice showing the value of the 'Ash Bricks' delivered / issued for each day, along with applicable GST and all other duty / taxes / cess etc. as applicable, shall be adjusted against the advance payment made by the dealers (s).

15. Responsibility During Loading and Transportation:

15.1 Loading at NTPC station and un-loading (at dealers (s) end) of Ash Bricks shall be in the scope of the Dealer (s). Manpower required for loading of 'Ash Bricks' from NTPC station shall be arranged by the dealers (s). However, NTPC will extend all possible equipment / mechanical support for the same on availability basis.

15.2 Transportation, including bagging / packing of 'Ash Bricks' (if required), and any other related activity is in the scope of the dealer. No claim whatsoever, by the dealer for transportation of the items, shall be entertained.

15.3 Dealer(s) appointed for selling of 'Ash Bricks' shall apply for permission for suitable transportation medium, such as tractor trolley, trucks etc. and for associated manpower, which needed to be deploy for Ash Bricks lifting. Road Permits, Registration Certificates, Operator / Driver Licenses, Insurance etc. applicable for the deployed vehicle and for manpower shall be submitted at the time of start of work (and also when new and / or additional vehicles or manpower are deployed, and thereafter as and when required, to Engineer-In-Charge for verification and issuance of permission as per prevailing procedure adopted at NTPC.

15.4 The dealers' transporter(s) / deployed vehicles shall be in fit condition and should meet the statutory compliance requirement of State Government / Central Government / Concerned Authorities for transportation of the specified goods.

15.5 The dealer (s) will be responsible for any kind of injuries or accidents caused to their employees or labourers or any other person and NTPC will not be liable in the matter. If any action is brought against the NTPC for payment of damages or compensation, the dealer shall indemnify the NTPC from all such action or claim from damages / compensation. If the NTPC is held liable for any compensation, the dealer shall forthwith compensate NTPC, if any, such claim arises during or after the expiry of the contract period.

15.6 The dealer(s) shall abide by the terms and conditions of the dealership (as mentioned in the e-Tender / bidding documents and the LOA) and strictly align all activities of transporting and selling within the terms and conditions set for the dealers.

16. Other Terms and Conditions:

16.1 Ash Bricks once loaded in trucks will be considered as sold.

16.2 The dealers are allowed to setup their outlet / warehouse at any of their premises.

16.3 Dealers shall obtain all applicable permissions from the concerned local /state / central authorities for transport, storage, and sale of Ash Bricks' as required.

16.4 Statutory / regulatory compliances shall be binding upon all the dealers and verifiable by NTPC.

16.5 All responsibilities and costs towards statutory obligation, outlet maintenance etc. whatsoever shall be borne by the dealer.

16.6 Non – compliance of safety / environment provisions shall attract penal actions ranging from fine to termination of contract / agreement / issue of 'Ash Bricks' as decided by the nodle person.

16.7 The dealer shall be fully responsible for maintaining all the insurance as per the law of land at its cost.

16.8 The dealer shall at all times indemnify the owner (NTPC) against all losses, claims, damages or compensation arising out of any accident or injury to any person (whether in employment of dealer or not) or property in or about the plant of NTPC (inside / outside the plant) which may arise out due to dealer's act / negligence while carrying out the contract.

16.9 In case of any liability on NTPC, in any manner that arises due to non-compliance of any Environmental and Transportation Norms, Rules, Guidelines and Statutory provisions by the dealers or its representative / agent, during the course of execution and for future obligations (if any) by way of omission or commission, the agency shall keep NTPC effectively indemnified of any such liability. The applicant will submit an indemnity bond as per prescribed format to be executed on nonjudicial stamp paper of appropriate value by the dealer and duly notarized by a notary public) to keep NTPC indemnified against legal proceedings / paying damages arising out of non-compliances by the applicant.

17. Authorized Person:

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

18. Compliance by Dealer (s):

Dealer (s) to comply with all reasonable controls imposed by NTPC XXXXXXXXX STPX and to cooperate with the station and other operating dealers / buyers and to abide by the decision of Engineer-in-Charge. In case of any dispute the decision of Engineer-in-Charge shall be final and binding.

19. Only __________ High Court shall have exclusive jurisdiction in all matters pertaining to the sale / Pond Ash supply against this e-Auction / contract.

20. All payments to NTPC shall be made through customer receipt portal https://pgw.ntpclakshya.co.in

21. All terms and conditions of the e-Tender Documents for Tender Id: XXXXXXXX shall be applicable and shall form a part of this Letter of Award.

22. Engineer-In-Charge:

Mr. ____________________________ | _______________@ntpc.co.in | _________________, or his authorized representative, will be the Engineer-In-Charge for the contract.

You are requested to return a copy of this Letter of Award, duly signed, as acknowledgement of the same within Fifteen (15) days of issuance of this letter, failing which, this letter of allocation will be deemed to be accepted in full by you.

For and On Behalf of NTPC Ltd.

Enclosure: Bidding / e-Tender documents for the subject case, including corrigendum [if any].

Annexure – 10

F. No. 11/22/2021-Th.II
Government of India
(Bharat Sarkar)
Ministry of Power
(Vidyut Mantralay)

Shram Shakti Bhawan, Rafi Marg
New Delhi, the 22nd March, 2022

OFFICE MEMORANDUM

Subject: Constitution of Conciliation Committee of Independent Experts for resolution of contractual disputes in respect of the projects implemented by CPSUs / Statutory Bodies under administrative control of Ministry of Power – regarding.

With the approval of Hon'ble Minister of Power and New & Renewable Energy, Ministry of Power, vide OM of even number dated 29.12.2021 (**Annex-I**), introduced a conciliation mechanism for settlement of contractual disputes in contracts of CPSUs / Statutory Bodies under Ministry of Power executing power projects. For this purpose, it was decided to constitute three numbers of Conciliation Committees of Independent Experts (CCIEs).

2. Accordingly, a Notification of even number was issued on 07.01.2022 inviting Expression of Interest from the eligible candidates for empanelment as Independent Expert for constitution of the CCIEs. Consequently, with the approval of Hon'ble Minister of Power, a Search-cum-Selection Committee was also constituted for scrutiny of the EoIs as well as screening of the candidates.

3. Based on the recommendations of the Search-cum-Selection Committee, following three nos. of Conciliation Committee of Independent Experts are hereby constituted for settlement of contractual disputes in contracts of CPSUs / Statutory Bodies under Ministry of Power executing power projects:-

CCIE	Members of CCIE
CCIE-1	Shri Anup Wadhawan, Ex-Secretary (Commerce), GoI
	*Shri Ravinder Kumar Sharma, Ex-MD, HBSEBL
	Shri Mrinal Kanti Bhattacharya, Ex-Executive Director, Indian Bank
CCIE-2	Ms. Rashmi Verma, Ex-Secretary (Tourism), GoI
	*Shri Dhirendra Veer Singh, Ex-CMD, THDC (India) Ltd.
	Shri Naveen Bhushan Gupta, Ex-Director (Finance), PFC Ltd.
CCIE-3	Shri P. S. Kharola, Ex-Secretary (Civil Aviation), GoI
	*Shri Anil Kumar Jha, Ex-Director (Technical), NTPC Ltd.
	Shri Chinmaya Gangopadhyaya, Ex-Director (Projects), PFC Ltd.

4. The aforementioned CCIEs shall function as per the Standard Operating Procedure enumerated in this Ministry's Office Memorandum of even number dated 29.12.2021. Moreover, the tenure, remuneration and other terms and conditions of the engagement of above Members of CCIEs shall also be governed by the aforesaid OM.

This issues with the approval of Hon'ble Minister of Power and New & Renewable Energy.

Encl: as above.

(Vikrant S. Dhillon)
Deputy Director
Email: hydro2-mop@gov.in

***Second member in the CCIE(s) shall stand substituted by coal-mining expert Member (presently,Shri Tapas Kumar Nag, Ex-CMD, NCL), as notified by Ministry of Power from time to time, in case of disputes relating to captive coal mines**

F. No. 11/22/2021-Th.II

To

1. Chairperson, CEA
2. CMDs – PGCIL, REC, PFC, NTPC, NHPC, SJVN, THDC, NEEPCO, POSOCO
3. Chairman - BBMB, DVC
4. Director General – BEE, NPTI, CPRI

Copy to:

1. PS to Hon'ble Minister of Power & NRE
2. APS to Hon'ble MoS for Power
3. Sr. PPS to Secretary (Power)
4. Sr. PPS to AS(SKG) / Sr. PPS to AS&FA / Sr. PPS to AS(VKD)
5. All Joint Secretaries of Ministry of Power
6. All Directors / Deputy Secretaries of Ministry of Power.
7. Members of the CCIEs

Copy also to:

In-charge, NIC Cell, MoP with request to publish the OM on the website of Ministry of Power.

(Vikrant S. Dhillon)
Deputy Director

Policy for Debarment from Business Dealings

(Rev-4 dated 05.05.2023)

A Maharatna Company

Policy for Debarment from Business Dealings (Rev-4 dated 05.05.2023)

INDEX

Policy for Debarment from Business Dealings

1. Introduction

1.1 NTPC Ltd. deals with Agencies, who are expected to adopt ethics of highest standards and a very high degree of integrity, transparency, commitments and sincerity towards the work undertaken. It is not in the interest of NTPC to deal with any Agency, which commits deception, fraud or other misconduct of whatsoever nature in the tendering process and/or execution. NTPC is committed for timely completion of the projects within the awarded value without compromising on quality.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 NTPC reserves its right to withhold or ban or suspend business dealings with any Agency, if such Agency is found to have committed misconduct or any of its action(s) fall into any such categories as laid down in this policy.

2.2 The procedure for (i) Withholding of Business Dealings, (ii) Banning of Business Dealings and (iii) Suspension of Business Dealings with any Agency, has been laid down in these guidelines. The terms 'withholding', 'suspension', 'banning' etc. convey the same meaning as that of debarment.

2.3 This policy comes into force from the date of its issuance.

2.4 The provisions of this policy will be effective on investigations conducted or misconduct/irregularities noticed on the part of any Agency in all contracts awarded on or after the date of implementation of this policy and in the contracts under execution or contracts not yet closed, on the date of the implementation of this policy.

2.5 The provisions of this Policy shall be applicable for Subsidiaries/JVs of NTPC as well.

2.6 Withholding / Banning / Suspension of business dealings with any agency shall be done Company wide only (entire NTPC including Subsidiaries and JVs).

3. Definitions

In these Guidelines, unless the context otherwise requires:

i) **Agency** shall mean Contractor / Supplier / Applicant/ Purchaser / Bidder/ Seller/ Consultant/ Buyer/ NTPC approved Sub-contractor of a Contractor' to whom work has been awarded. It shall include, but not limited to, a public limited company or a private limited company, a firm whether registered or not, any individual, a cooperative society or an association or a group of persons engaged in any commerce, trade industry, or constituents of an unincorporated Joint Venture Company, Proprietor, Individual, Artificial Juridical person etc.

ii) **Competent Authority** shall mean the following :-

a) For Banning of Business Dealings pertaining to Contracts awarded/processed from Corporate Centre/ Site/ Region/ USSC/JVs/Subsidiaries of NTPC

Functional Director of the concerned deptt. initiating the proposal for Banning shall be the **'Competent Authority'** for the purpose of these guidelines.

For cases pertaining to JVs / Subsidiaries of NTPC, the **Competent Authority** shall be the Chairman of the Board of the JV / Subsidiary provided the Chairman is a Functional Director of NTPC. In case the Chairman of the Board of the JV / Subsidiary is not a Functional Director of NTPC, competent authority shall be Director-In-Charge of CC&M dept. of NTPC.

CMD (NTPC) shall be the **'Appellate Authority'** for all cases.

b) For Withholding of Business Dealings pertaining to Contracts awarded/processed from:

(i) Corporate Centre - Concerned RED/Functional ED and ED(CC&M)

(ii) Site/Region/USSC/JVs/Subsidiaries - Concerned RED and ED(USSC).

c) For Suspension of Business Dealings including issuance of show cause notice for Banning pertaining to Contracts awarded/processed from:

(i) Corporate Centre – ED (CC&M)

(ii) Site/Region/USSC/JVs/Subsidiaries – ED (USSC).

iii) **'Investigating Department'** shall mean any Department or Unit of NTPC, investigating into the conduct of the Agency and shall include the NTPC Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

iv) **List of Enlisted Agencies** –shall mean and include list of Enlisted Parties / Contractors / Suppliers / Bidders etc.

v) **State** – includes the Government and Parliament of India and the Government and the Legislature of each of the States and all local or other authorities within the territory of India or under the control of the Government of India.

vi) **Fraud Prevention Policy** – shall mean the policy related to prevention of fraud displayed on NTPC tender website https://ntpctender.ntpc.co.in.

vii) **Contractor Performance Feedback and Evaluation System –** The guidelines outlined in relevant NTPC circular for evaluating the Contractor's performance by the Screening Committee in respect of Contracts awarded by Corporate Contracts Services.

viii) **Completion of Facilities** shall mean the term 'Completion of Facilities' as defined in the Contract.

ix) **Standing Committee** shall mean a cross-functional Committee constituted for the purpose of these guidelines.

x) **CC&M** shall mean "Corporate Contracts & Materials Deptt. of NTPC".

xi) **Integrity Pact-** shall mean the pact as displayed on NTPC tender website https://ntpctender.ntpc.co.in. .

4. Withholding of Business Dealings

4.1 Grounds

The business dealing with the Agency may be withheld, if they are found to be in breach of the terms & conditions of the Contract, on account of the reasons attributable to them, which shall include, but not be limited to the following:

If the Agency

a) Either fails to commence work on the Facilities in terms of contract or suspends the progress of Contract performance;

b) Fails to achieve the `Completion of Facilities' or execute the contract milestones within time schedule stipulated in the contract;

c) Suspends/stops work on any unfounded pretext including seeking higher compensation;

d) Fails to conduct the Guarantee test in the time limit stipulated in the contract;

e) Diverts funds advanced to the Contractor for purpose other than the Contract;

f) Does not deploy or withdraws the technical staff or equipment considered necessary as per the terms & conditions of contract;

g) Fails to furnish the required documents / information as required under the terms & conditions of contract;

h) Does not fulfill the obligations as required under the Contract ;

i) Violates terms & conditions of the contract;

j) Does not Supply material /supplies material of inferior quality with respect to Technical Specifications under the Contract;

k) On prima-facie scrutiny, work executed found to be of poor quality beyond acceptable limits stipulated in the Technical Specifications under the Contract;

l) If a disaster / major failure / accident / collapse of a structure/ system caused during erection or during defect liability period *prima facie* appears to be due to negligence of contractor or design deficiency or poor quality of execution;

m) Assigns, transfers, sublets or attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the Employer;

n) Misbehavior or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the company dealing with the concerned contract;

o) If NTPC prima-facie is of the view that the Agency is guilty of an offence involving corrupt, fraudulent practices including misrepresentation of facts as per NTPC Fraud Prevention Policy, moral turpitude in relation to the business dealings with NTPC;

p) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency or any other Central Government Department recommends such a course in respect of a case under investigation;

q) If the security consideration, including questions of loyalty of the Agency to the state, so warrants ;

r) The finished work either prematurely fails or fails to give the desired output/service during the defect liability period and the Agency fails to rectify it;

s) On any ground as per which doing business dealings with the Agency is not in the public interest in the opinion of Competent Authority;

t) If the Agency fails to comply with any of the statutory laws and regulations in force, in totality, even after completion of work;

4.2 Procedure

The concerned department at Site/Region/USSC/Corporate Centre on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned above, shall refer the matter to Convener of the Standing Committee along with relevant details. The Standing Committee shall analyze the referred case and if considered appropriate, shall put up the proposal for issuing Notice of Default for the purpose of withholding of business dealings with the Agency for approval of the Competent Authority. The above draft Notice of Default to be issued to the Agency should clearly indicate the charges based on the facts as can be proved.

In case the Standing Committee recommends waiver of withholding of business dealings with the Agency, the proposal along with reasons thereof shall be put up for approval of the CMD (NTPC).

4.3 Notice of Default

Once the proposal for issuance of Notice of default is approved by the Competent Authority, a 'Notice of Default' duly vetted by legal dept. shall be issued by the Competent Authority himself or by a person authorized for the said purpose to the Agency giving them a period of twenty eight (28) days to remedy the default.

If Agency fails to remedy or take adequate steps to remedy the default to the satisfaction of NTPC within the notice period mentioned above, then business dealings shall be withheld with the Agency after approval of the Competent Authority. The order of such withholding of business dealings (after vetting by legal dept.), shall be communicated by the Competent Authority himself or by a person authorized for the said purpose.

4.4 Area of Operation

Withholding of business dealings with any agency shall be done **Company-wide only** (entire NTPC including Subsidiaries and JVs), for all cases including cases processed from NTPC, Subsidiaries and JVs.

4.5 Effect of Withholding

The Agency, after issuance of the Order of Withholding of business dealings under this policy would not be allowed to participate in any future tender enquiry and if the Agency has already participated in another tender process and the price bids are not opened, its techno-commercial bid will be rejected and price bid will not be opened. Further, where the price bid of Agency has been opened prior to issuance of Withholding Order under this policy, the price bid of Agency shall be rejected. In case, such agency is the lowest evaluated bidder (L-1), next lowest evaluated bidder shall be considered as L-1.

No award shall be placed on any agency if Withholding Order for business dealings under this policy has been issued prior to award of contract.

Bid Security of such agency shall be returned after rejection of bids in these cases.

Note- Contracts concluded before the issue of the Withholding order shall, not be affected by the Withholding Order.

4.6 Duration of Withholding

Duration of withholding of business dealings with the Agency shall be **for a period of one year**. Within this period, if the Agency rectifies the reason / ground on which business dealings with the Agency has been withheld, to the satisfaction of the Competent Authority, then on written representation of the Agency, the Competent Authority can review and, if satisfied, may revoke the order of withholding of business dealing. Provided further that, even till completion of one year of withholding period, if the Agency does not rectify, then the Competent Authority after reviewing the situation may issue order extending the period of withholding for one more year or advise initiation of action for banning of business dealings with Agency in accordance with the procedure prescribed in Para 5.2 below.

4.7 Revocation of Orders

An order for withholding of business dealing passed for a certain specified period, including extension thereof, shall not be revoked automatically. Such withholding shall be revoked only after order in this respect is issued with the approval of Competent Authority.

5. Banning of Business Dealings

5.1 Grounds

Banning of business dealings can be initiated against Agency, on following grounds:

a) If the Agency has abandoned or repudiated the Contract;

b) If the Contractor is found to be non-performing in execution of contract by the Screening Committee (nominated as per NTPC established 'Contractor Performance Feedback and Evaluation System');

c) If a disaster / major failure / accident / collapse of a structure / system is caused during erection or during defect liability period due to negligence of contractor or design deficiency or poor quality of execution under the contract;

d) Misbehavior or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the Company dealing with the concerned contract is established;

e) If the Director / Owner of the Agency, proprietor or partner of the Agency, is convicted by a court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to its business dealings with the government or NTPC or NTPC's group companies, during the last five years;

f) If the proprietor of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of the tenders, interpolations, etc. in respect of participation in the bidding process for the contract and/or execution of the contract;

g) If the Agency continuously refuses to return / refund the dues of NTPC or NTPC's group companies, without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or court of Law;

h) If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offences ;

i) If business dealings with the Agency have been banned by the Ministry of Power or Deptt. of Expenditure, Ministry of Finance and the ban is still in force;

j) If it is established that Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts in respect of participation in the bidding process for the contract and/or the execution of the contract;

k) If the Agency uses intimidation/threatening or brings undue outside pressure on the NTPC or NTPC's group companies, or its official in acceptance / performance of the job under the contract;

l) If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

m) If the Agency is found to be involved in cartel formation during bidding for the tender;

n) On willful indulgence by the Agency in supplying sub-standard material with respect to Technical Specifications under the Contract irrespective of whether pre-dispatch inspection was carried out by Company (NTPC) or not;

o) Based on the findings of the investigation report of CBI/Police/or any other Central Government investigation Agency/Department against the Agency for mala-fide/unlawful acts or improper conduct on his part in matters relating to the Company (NTPC);

p) If the Agency is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound up or liquidated;

q) Established litigant nature of the Agency to derive undue benefit;

r) Continued poor performance of the Agency during execution under contracts pertaining to NTPC or its JV/Subsidiary companies;

s) If the Agency violates Section-2 of the Integrity Pact provided in the bid/Contract;

t) If the Agency commits fraud as defined under the Fraud Prevention Policy of NTPC;

u) If the Agency has assigned or transferred the contract or engaged sub- contractor(s) without the prior approval of the Competent Authority in violation of the provisions of the contract;

v) If the Agency misuses the premises or facilities of the NTPC forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc;

w) If the security consideration, including questions of loyalty of the Agency to the state, so warrants;

Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason if it is established beyond any reasonable doubt.

5.2 Procedure

The concerned department on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned above, shall refer the matter to Convener of the Standing Committee along with relevant details. The Standing Committee shall analyze the referred case and if considered appropriate, shall put up the proposal for issuing Show Cause Notice for the purpose of banning of business dealings with the Agency for approval of the Competent Authority.

In case the Standing Committee recommends waiver of banning of business dealings with the Agency, the proposal along with reasons thereof shall be put up for approval of CMD (NTPC).

Besides the Standing Committee, Vigilance Department / Screening Committee (under Contractor Performance Feedback and Evaluation System) may also be competent to initiate the proposal for banning.

5.3 Show Cause Notice

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a ‘Show Cause Notice’ duly vetted by legal department shall be issued to the delinquent Agency, by the Competent Authority himself or by a person authorized for the said purpose.

The Agency shall be asked to submit the reply of Show Cause Notice within 15 days of its issuance. Further, the Agency shall be given an opportunity for Oral hearing with Standing Committee to present its case in person, if it so desires, and the date for Oral Hearing shall be necessarily indicated in the Show Cause Notice.

The purpose of issuing the Show Cause Notice is only that the Agencies concerned shall be given an opportunity to explain their stand before any action is taken. All that is required in such cases is that the grounds on which action is proposed to be taken shall be disclosed to the Agency inviting representation and after considering that representation, orders may be passed. Such orders require only the subjective satisfaction of the authority that passed the final orders.

If the Agency requests for inspection of any relevant document in possession of NTPC, necessary facility for inspection of documents may be provided.

During the conductance of oral hearing, only the regular employees of Agency will be permitted to represent the Agency and no outsider shall be allowed to represent the Agency on its behalf.

Reply to the Show Cause Notice given by the Agency and their submissions in oral hearing, if any, will be processed by the Standing Committee for obtaining final decision of the Competent Authority in the matter.

In case, no reply to Show Cause Notice is received from the Agency within stipulated time, action for processing ex-parte against the concerned Agency shall be initiated.

5.4 Speaking Order

The speaking order shall be issued by the Competent Authority himself or by a person authorized for the said purpose.

5.5 Communication to Agencies

The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Agency concerned along with a reasoned order. The fact that the representation has been considered shall invariably be mentioned in the communication. Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency.

5.6 Period of banning

The period for which the ban would be operative shall be mentioned in the order. The banning shall normally be for a period of six (6) months to two (02) years from the date of issuance of the speaking order. The period of banning shall be recommended by the standing committee on case to case basis depending upon the gravity of the default of the agency except in cases of bribery, corrupt, and fraudulent practices including misrepresentation of facts, where the banning period shall be for two (02) years.

However, in cases processed under provisions of Integrity pact or Contractor Performance Feedback and Evaluation System, the banning would be operative for a period as specified therein.

In case the information/documents submitted by Agency in competing for the tender is found to be false/forged then NTPC, without prejudice to any other rights or remedies it may possess, shall recover from Agency the cost incurred in carrying out physical assessment for establishing veracity of such information/documents. In case Agency refuses to reimburse such cost to NTPC then banning period of Agency shall be extended by another one year.

Notwithstanding para 5.1(a) above, in case an agency after having been issued the Notification of Award / Letter of Award within the bid validity period, either “does not sign the Contract Agreement” or “does not submit an acceptable Performance Security”, business dealings with the agency shall be suspended for a period of six (06) months from the date of issuance of suspension order, in accordance with the procedure for suspension of business dealings as specified at para 6 of this Policy. However, in case the agency commits aforesaid transgression/default again in another tender of NTPC within three (03) years from the date of issuance of suspension order, business dealings with the agency shall be banned for a period of two (02) years from the date of issuance of speaking order.

5.7 Area of Operation

Banning of business dealings with any agency shall be done **Company-wide only** (entire NTPC including Subsidiaries and JVs), for all cases including cases processed from NTPC, Subsidiaries and JVs).

5.8 Effect of Banning

The Agency, after issuance of the Order of Banning of business dealings under this policy would not be allowed to participate in any future tender enquiry and if the Agency has already participated in another tender process and the price bids are not opened, its techno-commercial bid will be rejected and price bid will not be opened. Further, where the price bid of Agency has been opened prior to issuance of Banning Order under this policy, the price bid of Agency shall be rejected. In case, such agency is the lowest evaluated bidder (L-1), next lowest evaluated bidder shall be considered as L-1.

No award shall be placed on any agency if Banning Order for business dealings under this policy has been issued prior to award of contract.

Bid Security of such agency shall be returned after rejection of bids in these cases.

Note- Contracts concluded before the issue of the Banning order shall, not be affected by the Banning Order.

5.9 Process of reply

The Agency shall be separately advised of the decision taken regarding banning of business dealings, in reply to their representation, if any. As regards any further representation from the Agency, business dealings with whom have been banned, the same shall be processed by the concerned C&M department in consultation with Vigilance department, wherever applicable. If any reply is considered necessary to be sent to the Agency, the same shall be sent by the concerned C&M department.

5.10 Hosting at NTPC website

The names of the Agencies with whom Business Dealings have been banned shall be hosted at NTPC website by CC&M.

5.11 *Not Applicable*

5.12 Appeal against the Decision of the Competent Authority.

The Agency may file an appeal against the order of the Competent Authority for banning of business dealings before Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

5.13 Revocation of Orders

a) The banning under 'Contractor Performance Feedback and Evaluation System' shall not be revoked automatically. Such banning shall be revoked only after re-evaluation of the performance of the Agency by the Screening Committee as detailed under the `Contractor Performance Feedback and Evaluation System'.

b) In all other cases, an order for banning issued for a certain specified period shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal orders of revocation, except that an order of banning passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.

c) An order for banning issued for the reasons mentioned under para 5.1 above, may be revoked with the approval of the Appellate Authority, if, in respect of the same facts, the direction/order/judgement of a Court of Law envisages revocation of banning.

   Further, an order for banning issued for the reasons mentioned at para 5.1 (e) above may be revoked with the approval of the Appellate Authority, if, in respect of the same facts, the accused has been wholly exonerated by a Court of Law.

6. Suspension of Business Dealings

6.1 Grounds

The suspension of business dealings can be initiated against Agency, on following grounds:

a) If fraud by agency has been established. The definition of fraud shall be as defined under the 'Fraud Prevention Policy' of NTPC / Bidding documents for a tender.

b) If the agency has abandoned or repudiated the contract or fails to sign the Contract Agreement or fails to submit an acceptable Performance Security.

6.2 *Not Applicable*

6.3 Procedure:

6.3.1 In cases of fraud

a) The concerned C&M deptt. shall put up the proposal for "Suspension of business dealings" and "issuance of Show Cause Notice" for banning of business dealings with the Agency for approval of the Competent Authority. After approval of Competent Authority, Suspension Order and Show Cause Notice shall be issued which must include the following:

   i) the Agency is put on suspension list.

   ii) why action should not be taken for banning the Agency for future business dealings.

   The case shall be further processed for banning of business dealings with the Agency as per para 5 above.

b) Suspension of business dealings with any agency shall be done Company-wide (entire NTPC including Subsidiaries and JVs), for all cases including cases processed from NTPC, Subsidiaries and JVs.

c) The Suspension Order would operate initially for a period of not more than six (06) months. The recommendation for banning the Agency shall be concluded within the period of suspension. In exceptional circumstances, period of suspension can be further extended with the approval of the Competent Authority maximum up to three (03) months pending a conclusive decision to put the Agency on banning list. Also, a communication for extension of suspension period by three months shall be communicated to the

Agency during the subsistence of suspension order of Six (06) months, failing which the suspension order shall stand revoked.

d) Show Cause Notice for banning & Suspension order shall be issued by Competent Authority himself or by a person authorized for the said purpose.

e) The names of the Agencies with whom Business Dealings have been suspended shall be hosted at intranet of CC&M. During the period of suspension, no new business dealing shall be held with the Agency.

f) Period of suspension shall be accounted for in the final order passed for banning of business dealings with the Agency.

g) If it is decided not to ban the Agency after due process, the name of the Agency shall be removed immediately from the suspension list.

h) The suspension of Agency shall be automatically revoked on the expiry of the period of suspension.

6.3.2 In cases of abandonment or repudiation of contract (except failure to sign the Contract Agreement or submit an acceptable Performance Security)

a) The concerned C&M deptt. shall put up the proposal for "Suspension of business dealings" and "issuance of Show Cause Notice" for banning of business dealings with the Agency for approval of the Competent Authority. After approval of Competent Authority, Suspension Order and Show Cause Notice shall be issued which must include the following:

   i) the Agency is put on suspension list

   ii) why action should not be taken for banning the Agency for future business dealings.

   The case shall be further processed for banning of business dealings with the Agency as per para 5 above.

b) Suspension of business dealings with any agency shall be done Company-wide (entire NTPC including Subsidiaries and JVs), for all cases including cases processed from NTPC, Subsidiaries and JVs.

c) The Suspension Order would operate initially for a period of not more than six (06) months. The recommendation for banning the Agency shall be concluded within the period of suspension. In exceptional circumstances, period of suspension can be further extended with the approval of the Competent Authority maximum up to three (03) months pending a conclusive decision to put the Agency on banning list. Also, a communication for extension of suspension period by three months shall be communicated to the Agency during the subsistence of suspension order of Six (06) months, failing which the suspension order shall stand revoked.

d) Show Cause Notice for banning & Suspension order shall be issued by Competent Authority himself or by a person authorized for the said purpose.

e) The names of the Agencies with whom Business Dealings have been suspended shall be hosted at intranet of CC&M. During the period of suspension, no new business dealing shall be held with the Agency.

f) Period of suspension shall be accounted for in the final order passed for banning of business dealings with the Agency.

g) If it is decided not to ban the Agency after due process, the name of the Agency shall be removed immediately from the suspension list.

h) The suspension of Agency shall be automatically revoked on the expiry of the period of suspension.

6.3.3 In cases of failure to sign the Contract Agreement or failure to submit an acceptable Performance Security

a) The concerned C&M dept. shall put up the proposal for “Suspension of business dealings” with the Agency for approval of the Competent Authority. After approval of Competent Authority, Suspension Order shall be issued which must include the following:

   i) the Agency is put on suspension list

   ii) in case the agency commits aforesaid transgression/default again in another tender of NTPC within three (03) years from the date of issuance of suspension order, business dealings with the agency shall be banned for a period of two (02) years from the date of issuance of speaking order for banning.

In case the agency commits aforesaid transgression/default again in another tender of NTPC within three (03) years from the date of issuance of suspension order, process for banning of business dealings with the Agency shall be initiated as mentioned at para 5.6 above.

b) Suspension of business dealings with any agency shall be done Company-wide (entire NTPC including Subsidiaries and JVs), for all cases including cases processed from NTPC, Subsidiaries and JVs.

c) The Suspension Order would operate for a period of six (06) months and is to be communicated to Agency.

d) Suspension order shall be issued by Competent Authority himself or by a person authorized for the said purpose.

e) The names of the Agencies with whom Business Dealings have been suspended shall be hosted at intranet of CC&M. During the period of suspension, no new business dealing shall be held with the Agency.

f) The suspension of Agency shall be automatically revoked on the expiry of the period of suspension.

6.4 Effect of Suspension:

The Agency, after issuance of the Order of Suspension of business dealings under this policy would not be allowed to participate in any future tender enquiry and if the Agency has already participated in another tender process and the price bids are not opened, its techno-commercial bid will be rejected and price bid will not be opened. Further, where the price bid of Agency has been opened prior to issuance of Suspension Order under this policy, the price bid of Agency shall be rejected. In case, such agency is the lowest evaluated bidder (L-1), next lowest evaluated bidder shall be considered as L-1.

Further, in case such agency is the lowest evaluated bidder (L-1) and award recommendation on such agency has been put up for approval, or the award recommendation is approved prior to issuance of Suspension Order under this policy but award is yet to be placed, then award recommendation on such agency shall stand cancelled and the price bid of Agency shall be rejected. A revised recommendation has to be put up for approval considering next lowest evaluated bidder as L-1.

No award shall be placed on any agency if Suspension Order for business dealings under this policy has been issued prior to award of contract.

Bid Security of such agency shall be returned after rejection of bids in these cases.

Note- Contracts concluded before the issue of the Suspension Order shall, not be affected by the Suspension Order.

7. During the banning / withholding / suspension period, if it is found at any stage that Agency has participated in tender enquiry under a different name then such Agency would immediately be debarred from the tender/contract and its Bid Security/Performance Security would be forfeited. Payment, if any, made shall also be recovered.

8. Further in case of banning / withholding / suspension following would also be applicable:

(i) Participation of Agency as an Associate/Collaborator of the Main Contractor

The Agency, after issuance of the Order of Withholding/Banning/ Suspension of business dealings under this policy would not be allowed to participate as Associate/Collaborator of any bidders. In case the agency is proposed as Associate/Collaborator by any of the bidder and the price bids are not opened, its techno-commercial bid will be rejected and price bid will not be opened. Further, where the price bid of bidder has been opened prior to issuance of Withholding/Banning/Suspension Order under this policy, the price bid shall be rejected. In case, such bidder is the lowest evaluated bidder (L-1), next lowest evaluated bidder shall be considered as L-1.

Further, in case such bidder is the lowest evaluated bidder (L-1) and where award recommendation on such bidder has been put up for approval, or the award recommendation is approved prior to issuance of Withholding/Banning/ Suspension Order under this policy but award is yet to be placed, then award recommendation on such bidder shall stand cancelled and the price bid of bidder shall be rejected. A revised recommendation has to be put up for approval considering next lowest evaluated bidder as L-1.

Bid Security of such bidder shall be returned after rejection of bids in these cases.

(ii) Participation of Agency as an approved Sub-Vendor of the Main Contractor

After banning/ withholding/ suspension order, the banned/ withheld/ suspended Agency shall not be allowed to participate as Sub-Vendor in the tenders for supplying/manufacturing equipment (s)/component (s)/service if it has been banned on grounds of supplying sub-standard material / equipment / service.

Further, if the banned/withheld/suspended agency is an approved Sub- vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contract on the banned/withheld/suspended agency as a sub- vendor after the date of banning/withholding/suspension even though the name of the party has been approved as a sub-vendor earlier.

(iii) Procurement of spares/awarding of Contracts in operating stations

There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which business dealings have been withheld/banned/suspended with them provided the original Equipment has been supplied/manufactured by such Agency.

9. Treatment in Tender/ Contracts of JVs/Subsidiaries of NTPC

(i) Tenders/Contracts of JVs/Subsidiaries, whose Pre-award and/ or Post award activities are handled by NTPC Corporate Centre

The Tenders/Contracts of JVs/Subsidiaries, whose pre-award and/or post award activities are handled by NTPC Corporate Centre, the cases of non/under performance and/or irregularities and/or misconduct and/or unethical practice observed in such tenders/contracts may be processed in NTPC under the Policy and Procedure for Debarment from business dealings and/or Contractor Performance Feedback and Evaluation System. The Notice of Default or Order for Withholding of business dealings (under Para 4.3) / Show Cause Notice or Speaking Order for banning of business dealings (under Para 5.3, 5.4) / Suspension order for suspension of Business Dealings (Under para 6.3), after approval in NTPC, shall be forwarded to CEO of concerned JVs / Subsidiaries for issuance of such Notice or Order to the delinquent agency.

Further, the appeal of the Agency against the above Order (under Para 5.12) shall be reviewed by Appellate Authority in NTPC. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority and CEO of concerned JVs/Subsidiaries.

(ii) The Tenders/Contracts which are handled by JVs/Subsidiaries themselves

The procedure prescribed in the Policy shall appropriately be used by concerned JVs/Subsidiaries to deal with the cases of non/under performance and/or irregularities and/or misconduct and/or unethical practice observed in tenders/contracts handled by them.

एनटीपीसी लिमिटेड
(भारत सरकार का उद्यम)
NTPC Limited
(A Govt. of India Enterprise)

Fraud Prevention Policy

1. BACKGROUND:

Over the years NTPC has put in place various policies and procedures, systems to guide NTPC employees within and outside the organisation. Most of these have been formalised in the form of policy documents. These systems have been designed to ensure that officials dealing and undertaking transactions conduct the same in a transparent & uniform manner. Few examples are Delegation of powers, Project and Contracts Management system, Finance and Human Resource Systems, Code of Conduct for Directors and Senior Management Personnel, Conduct, Discipline and Appeal Rules for employees, Service Rules etc. SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 which deals with the Corporate Governance practices to be followed by listed companies, also describes certain requirements. Regulation 4(2)(d)(iv) read with Regulation 22 of SEBI LODR, 2015 provides listed entities to devise an effective whistle blower mechanism enabling stakeholders, including individual employees, directors and their representative bodies, to freely communicate to the management their concerns about illegal or unethical practices. Accordingly, the “Whistle Blower Policy” envisages the companies to put in place a mechanism for employees to report to the Management about unethical behaviour, actual or suspected fraud or violation of conduct or ethics policy.

As per Section 177 of the Companies Act,2013, listed companies are required to establish a vigil mechanism for the directors and employees to report genuine concerns. Section 447 of the Companies Act, 2013 provides for the definition of fraud and also the punishment for committing fraud.

Further, Statutory Auditors of the Company are required to comment on the Fraud Prevention Policy of the company in their report on the annual accounts of the company given in compliance of the provisions of the Companies Act, 2013.

In the light of the foregoing and keeping in view the approach of NTPC in following Corporate Governance principles proactively, it is appropriate that a Fraud Prevention Policy is formulated and implemented.

The policy statement is given below for implementation with immediate effect:

2. POLICY OBJECTIVES:

The “Fraud Prevention Policy” has been framed to provide a system for detection and prevention of fraud, reporting of any fraud that is detected or suspected and fair dealing of matters pertaining to fraud. The policy will ensure and provide for the following:-

(i) To ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and/or detecting fraud when it occurs.

(ii) To provide a clear guidance to employees and others dealing with NTPC forbidding them from involvement in any fraudulent activity and the action to be taken by them where they suspect any fraudulent activity.

(iii) To conduct investigations into fraudulent activities.

(iv) To provide assurances that any and all suspected fraudulent activity will be fully investigated.

3. SCOPE OF POLICY:

The policy applies to any fraud, or suspected fraud involving employees of NTPC (all full time, part time or employees appointed on adhoc/temporary/contract basis) as well as representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency(ies) doing any type of business with NTPC.

4. DEFINITION OF FRAUD:

As per Section 447 of the Companies Act, 2013, “Fraud” in relation to affairs of a company or any body corporate, includes any act, omission, concealment of any fact or abuse of position committed by any person or any other person with the connivance in any manner, with intent to deceive, to gain undue advantage from, or to injure the interests of, the company or its shareholders or its creditors or any other person, whether or not there is any wrongful gain or wrongful loss. “Wrongful gain” means the gain by unlawful means of property to which the person gaining is not legally entitled. “Wrongful loss” means the loss by unlawful means of property to which the person losing is legally entitled.

5. ACTIONS CONSTITUTING FRAUD :

While fraudulent activity could have a very wide range of coverage, the following are some of the act(s), which constitute fraud.

The list given below is only illustrative and not exhaustive:-

(i) Forgery or alteration of any document or account belonging to the Company

(ii) Forgery or alteration of cheque, bank draft or any other financial instrument etc.

(iii) Misappropriation of funds, securities, supplies or others assets by fraudulent means etc.

(iv) Falsifying records such as pay-rolls, removing the documents from files and /or replacing it by a fraudulent note etc.

(v) Wilful suppression of facts/deception in matters of appointment, placements, submission of reports, tender committee recommendations etc. as a result of which a wrongful gain(s) is made to one and wrongful loss(s) is caused to the others.

(vi) Utilizing Company funds for personal purposes.

(vii) Authorizing or receiving payments for goods not supplied or services not rendered.

(viii) Destruction, disposition, removal of records or any other assets of the Company with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion/suppression/cheating as a result of which objective assessment/decision would not be arrived at.

(ix)Any other act that falls under the gamut of fraudulent activity.

6. REPORTING OF FRAUD:

(i) Any employee (full time, part time or employees appointed on adhoc/temporary/contract basis), representative of vendors, suppliers, contractors, consultants, service providers or any other agency(ies) doing any type of business with NTPC as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident(s). Such reporting shall be made to the designated Nodal Officer(s), nominated in every project/region/Corporate Centre. If, however, there is shortage of time such report should be made to the immediate controlling officer whose duty shall be to ensure that input received is immediately communicated to the Nodal Officer. The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but is in a position to give sequential and specific transaction of fraud/suspected fraud, then the officer receiving the information/Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official / employee / other person reporting such incident. Reports can be made in confidence and the person to whom the fraud or suspected fraud has been reported must maintain the confidentiality with respect to the reporter and such matter should under no circumstances be discussed with any unauthorised person.

(ii) All reports of fraud or suspected fraud shall be handled with utmost speed and shall be coordinated by Nodal Officer(s) to be nominated.

(iii) Officer receiving input about any suspected fraud/nodal officer(s) shall ensure that all relevant records documents and other evidence is being immediately taken into custody and being protected from being tampered with, destroyed or removed by suspected perpetrators of fraud or by any other official under his influence.

7. INVESTIGATION PROCEDURE:

(i) The “Nodal Officer” shall, refer the details of the Fraud/suspected fraud to the Vigilance Department of NTPC, for further appropriate investigation and needful action.

(ii) This input would be in addition to the intelligence, information and investigation of cases of fraud being investigated by the Vigilance Deptt. of their own as part of their day to day functioning.

(iii) After completion of the investigation, due & appropriate action, which could include administrative action, disciplinary action, civil or criminal action or closure of the matter (if it is proved that fraud is not committed etc.) depending upon the outcome of the investigation shall be undertaken under the relevant rules of NTPC.

(iv) Vigilance Department shall apprise “Nodal Officer” of the results of the investigation undertaken by them. There shall be constant coordination maintained between the two.

(v) The Criminal Proceedings **may be** initiated by Engineer-in-Charge / Head of Department/ NTPC's Authorised Representative, **after obtaining approval of competent authority (i.e. HOP/BUH)** to lodge First Information Report (FIR) with the concerned Police Authorities, in case Contractor is found to be involved in fraudulent practices.

8. RESPONSIBILITY FOR FRAUD PREVENTION:

(i) Every employee(full time, part time, adhoc, temporary, contract), representative of vendors, suppliers, contractors, consultants, service providers or any other agency(ies) doing any type of business with NTPC, is expected and shall be responsible to ensure that there is no fraudulent act being committed in their areas of responsibility/control. As soon as it is learnt that a fraud or suspected fraud has taken or is likely to take place they should immediately apprise the same to the concerned as per the procedure.

(ii) All controlling officers shall share the responsibility of prevention and detection of fraud and for implementing the Fraud Prevention Policy of the Company. It is the responsibility of all controlling officers to ensure that there are mechanisms in place within their area of control to :-

a. Familiarise each employee with the types of improprieties that might occur in their area.
b. Educate employees about fraud prevention and detection.

c. Create a culture whereby employees are encouraged to report any fraud or suspected fraud which comes to their knowledge, without any fear of victimization.

d. Promote employee awareness of ethical principles subscribed to by the Company through CDA Rules

(iii) Due amendments shall be made in the general conditions of contracts of the organization wherein all bidders/service providers/vendors/consultants etc. shall be required to certify that they would adhere to the Fraud Prevention Policy of NTPC and not indulge or allow anybody else working in their organization to indulge in fraudulent activities and would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. These conditions shall form part of documents both at the time of submission of bid and agreement of execution of contract.

9. ADMINISTRATION AND REVIEW OF THE POLICY:

The Chairman and Managing Director shall be responsible for the administration, interpretation, application and revision of this policy. The policy will be reviewed and revised as and when needed.

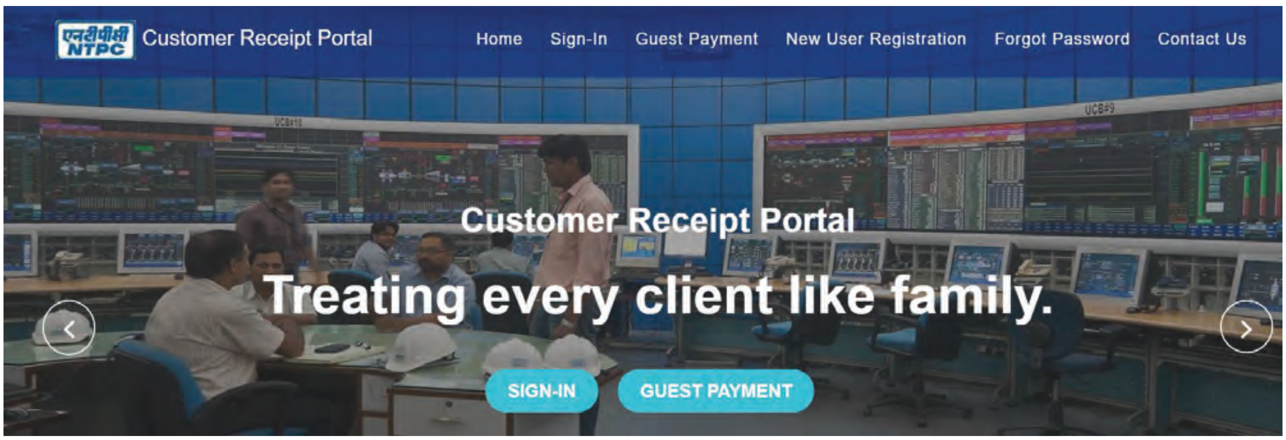
NTPC -Customer Receipt Portal

NTPC receives payments from customers on various accounts e.g. Sale of scrap, Sale of Ash, Rent recovery etc. The payment is received in form of Cheque.DD/Cash and through direct credit to NTPC account. The above receipt process involves manual intervention wrt Bank reconciliation, accounting etc.

Customer receipt portal has been developed to facilitate customer to make payment through online mode against Sales Invoices issued. The payment can be made against Sales Invoices as well as for advance.

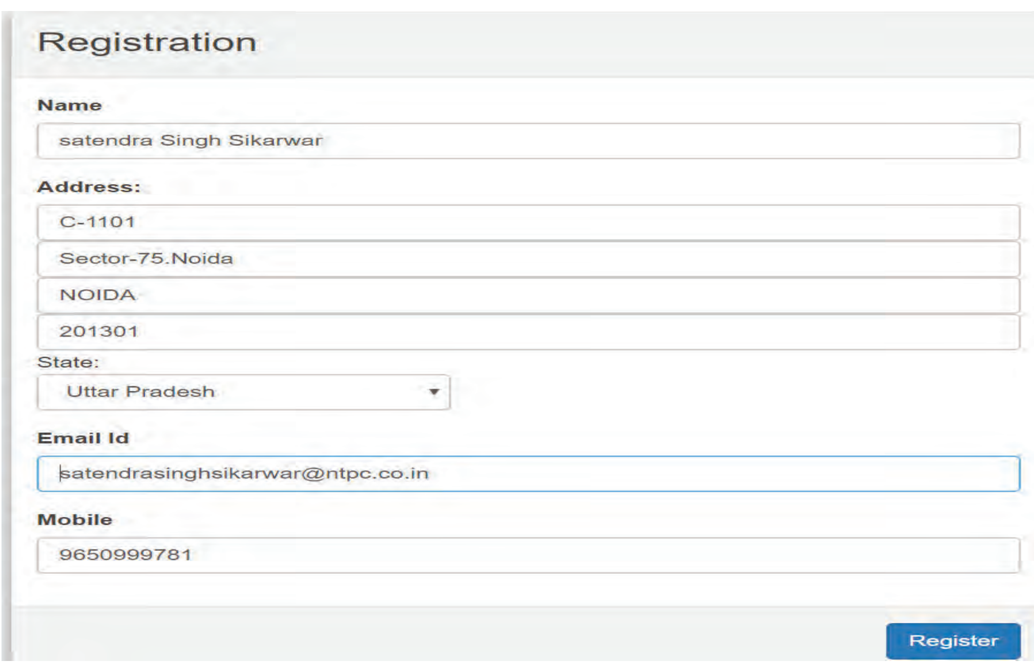
Detailed user manual is hereby given with screen shot providing detailed steps for making online payment and its back to back integration with SAP.

Customer payment portal can be accessed through https:// https://pgw.ntpclakshya.co.in/

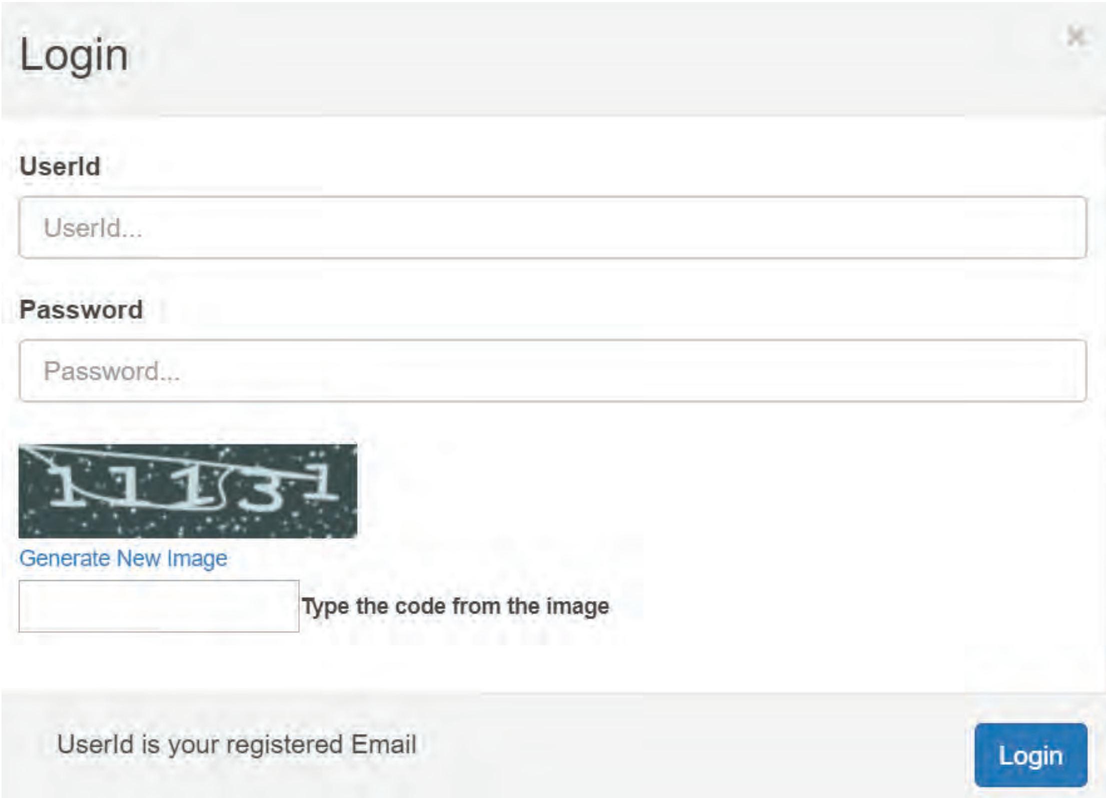


Customers can make payment with registering themselves with the portal or through Guest payment option.

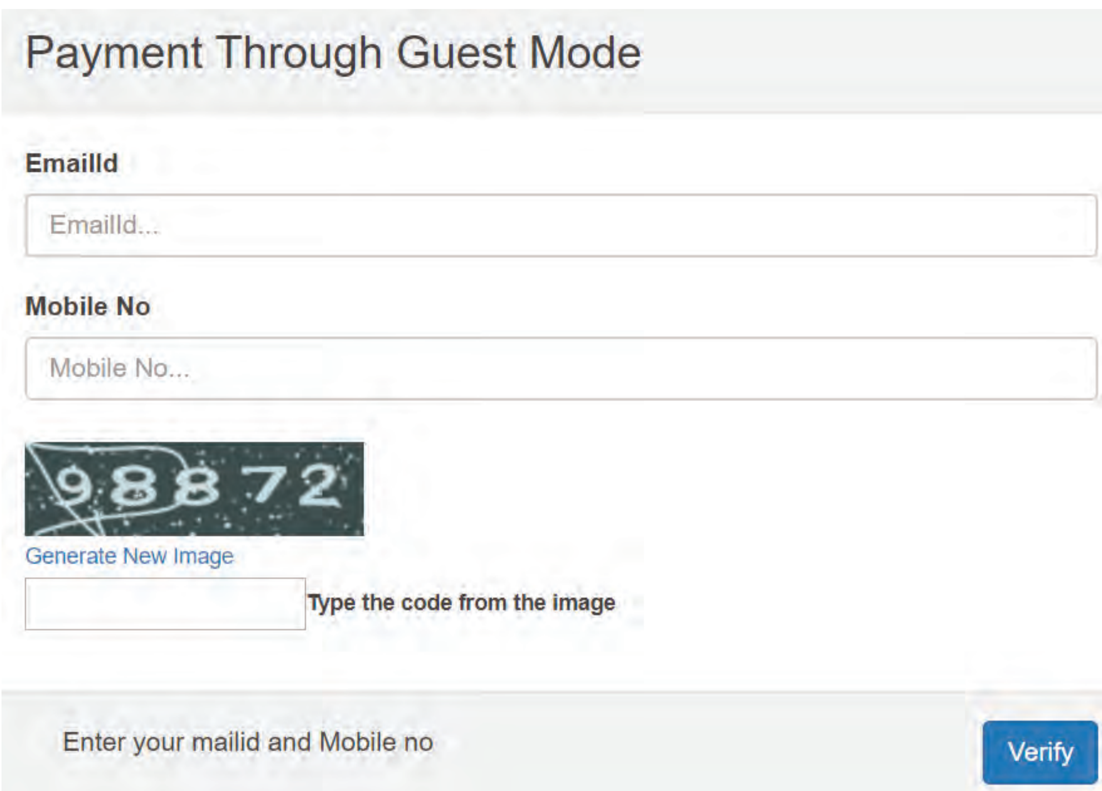
New User Registration Screen:



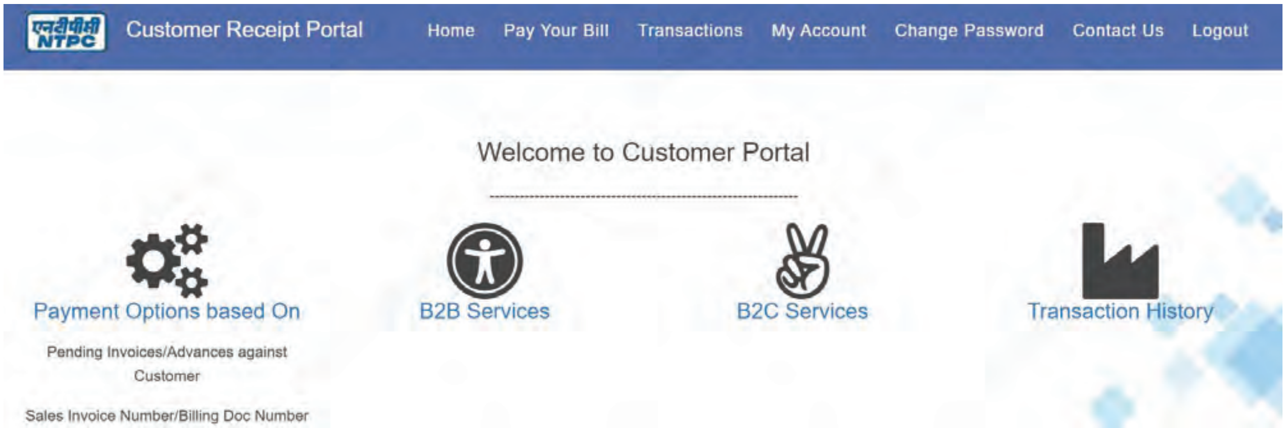
Already Register User can login with click on “SIGN-IN”



Users can also make payment through “Guest Mode”



After Sign-In to the portal following home page will come

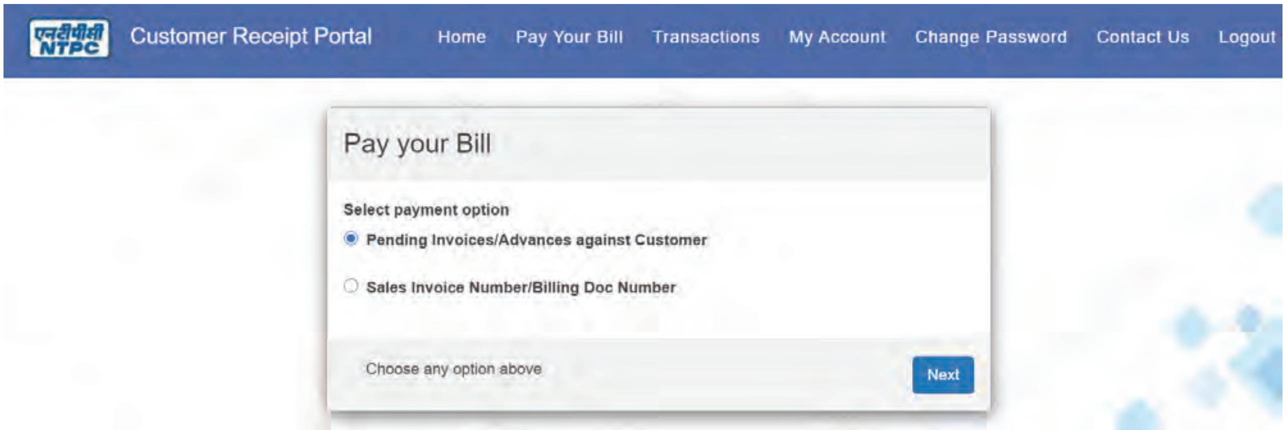


Payment Process using option "Pay Your Bill" :

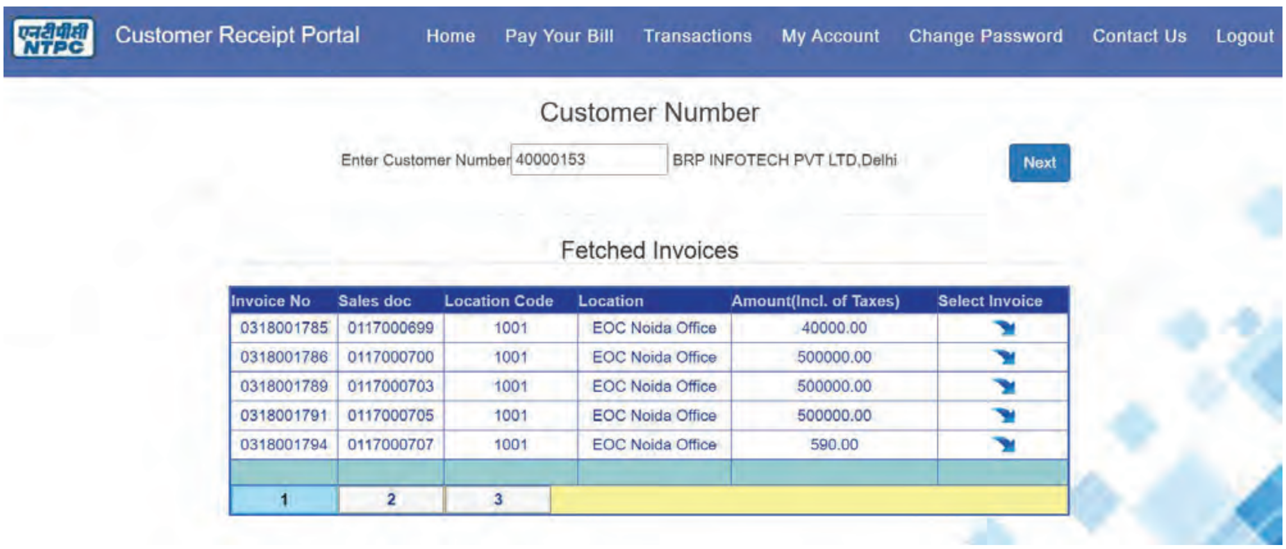
1- System will allow users to make payment based on

A) Customer code which is available in NTPC SAP database. System will auto validate the correctness of entered customer code.
B) Sales Invoice Number/Billing doc number as per SAP database, Entered input will get auto validated by system.

2- As soon as user clicks on "Next" system will fetch and display all pending invoices against provided input.
3- User need to select the records against which he wants to make payment.
4- As soon as user clicks on "pay Now" button ,system will take user to "Confirm Transaction Details" page.
5- At "Confirm Transaction Details" page User has to agree to the NTPC Terms & conditions & Privacy Policy.
6- On click on "Submit"button system will take user to payment page. There at payment page user can make payment through Credit card, Debit Card & Net banking options.
7- After successful payment a payment success receipt will be generated having NTPC transaction Id,Bank Ref No,Amount and status.
8- User can print/Save payment success receipts & keep it for further refrences.
9- Transactions details will also be sent to user through e-mail.
10- Please find below mentioned demonstration of payment process through screen shots

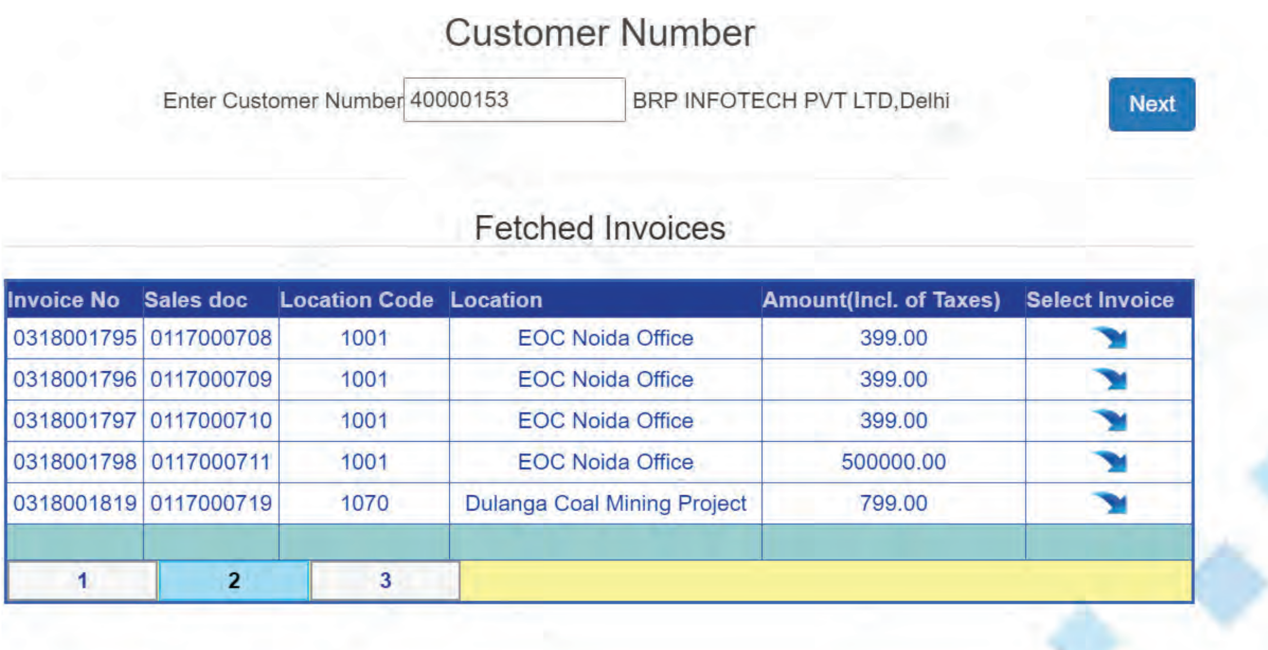


Enter Customr number as available on Invoice.



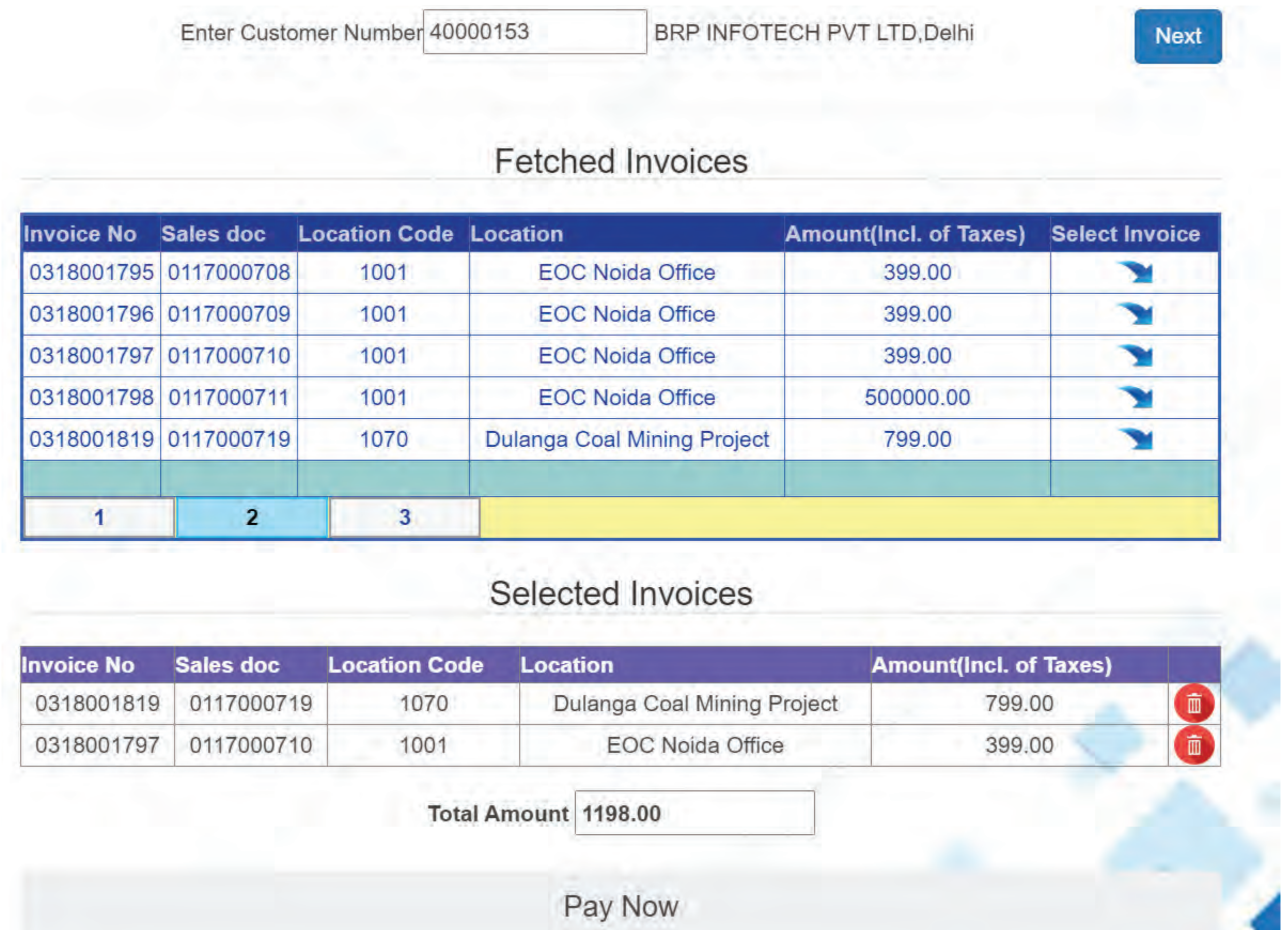
Invoice No	Sales doc	Location Code	Location	Amount(Incl. of Taxes)	Select Invoice
0318001785	0117000699	1001	EOC Noida Office	40000.00	
0318001786	0117000700	1001	EOC Noida Office	500000.00	
0318001789	0117000703	1001	EOC Noida Office	500000.00	
0318001791	0117000705	1001	EOC Noida Office	500000.00	
0318001794	0117000707	1001	EOC Noida Office	590.00	

All pending invoices at all NTPC plants will be displayed

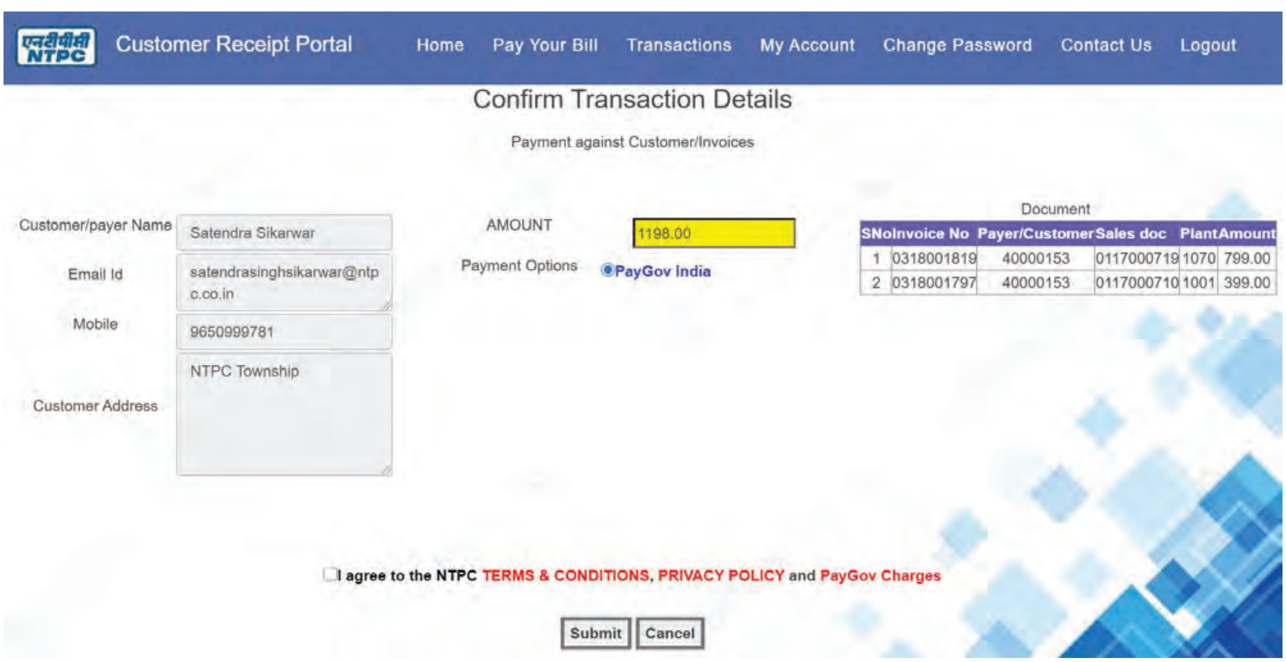


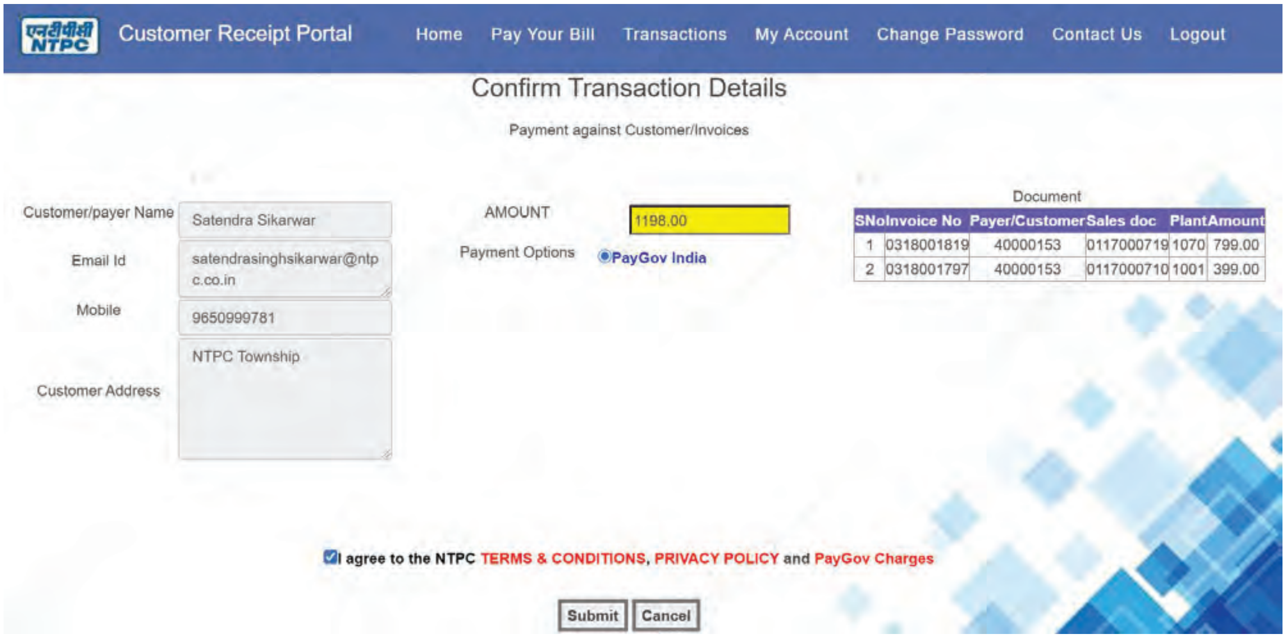
Invoice No	Sales doc	Location Code	Location	Amount(Incl. of Taxes)	Select Invoice
0318001795	0117000708	1001	EOC Noida Office	399.00	
0318001796	0117000709	1001	EOC Noida Office	399.00	
0318001797	0117000710	1001	EOC Noida Office	399.00	
0318001798	0117000711	1001	EOC Noida Office	500000.00	
0318001819	0117000719	1070	Dulanga Coal Mining Project	799.00	

User can select the relevant Invoice(s). Single payment can be made against multiple invoices. Part payment against selected invoices is not possible and complete payment has to be made by the customer for selected Invoices.

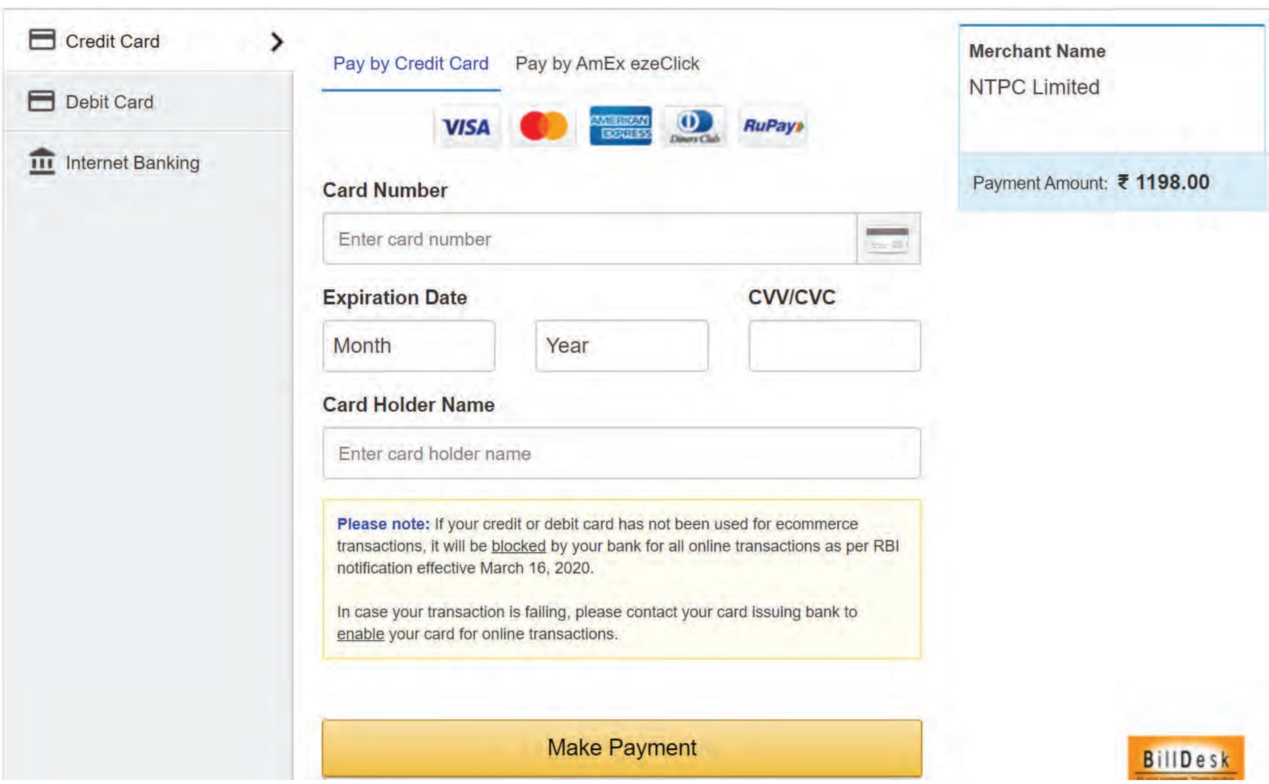


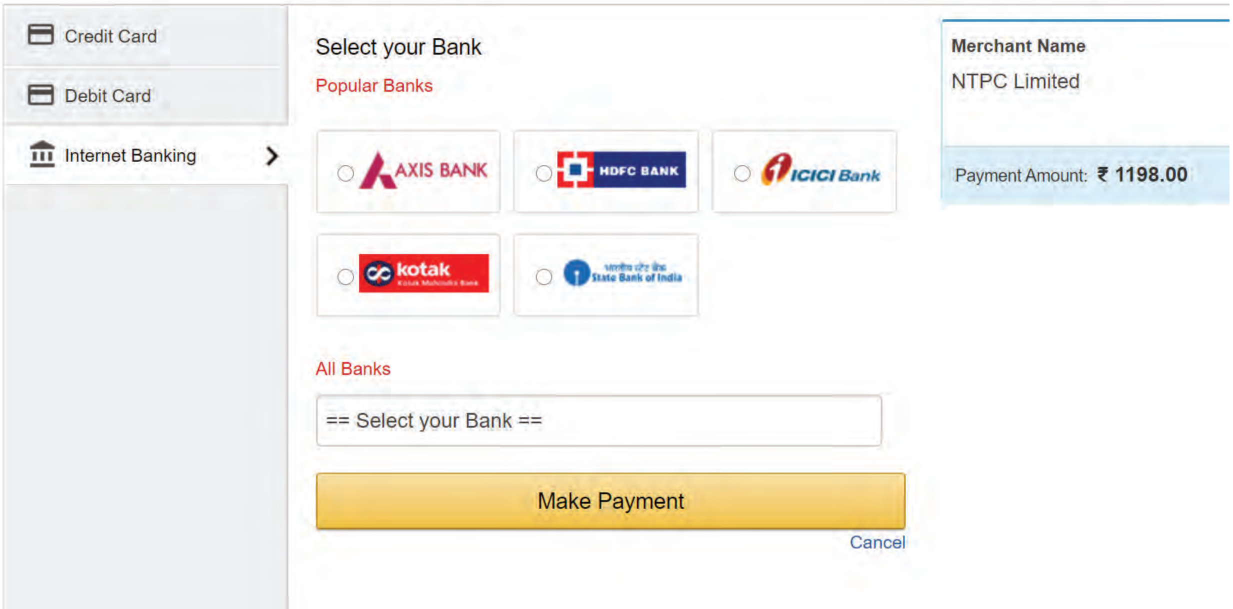
Click on “Pay Now”

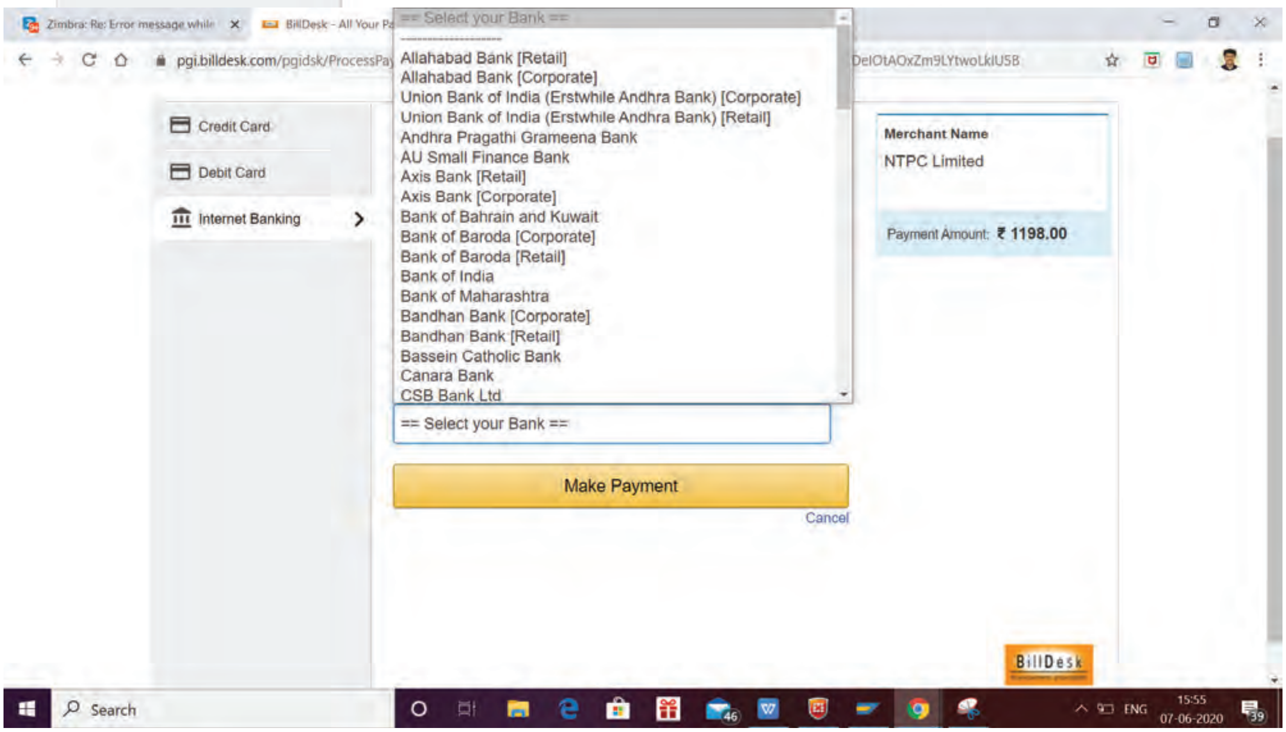


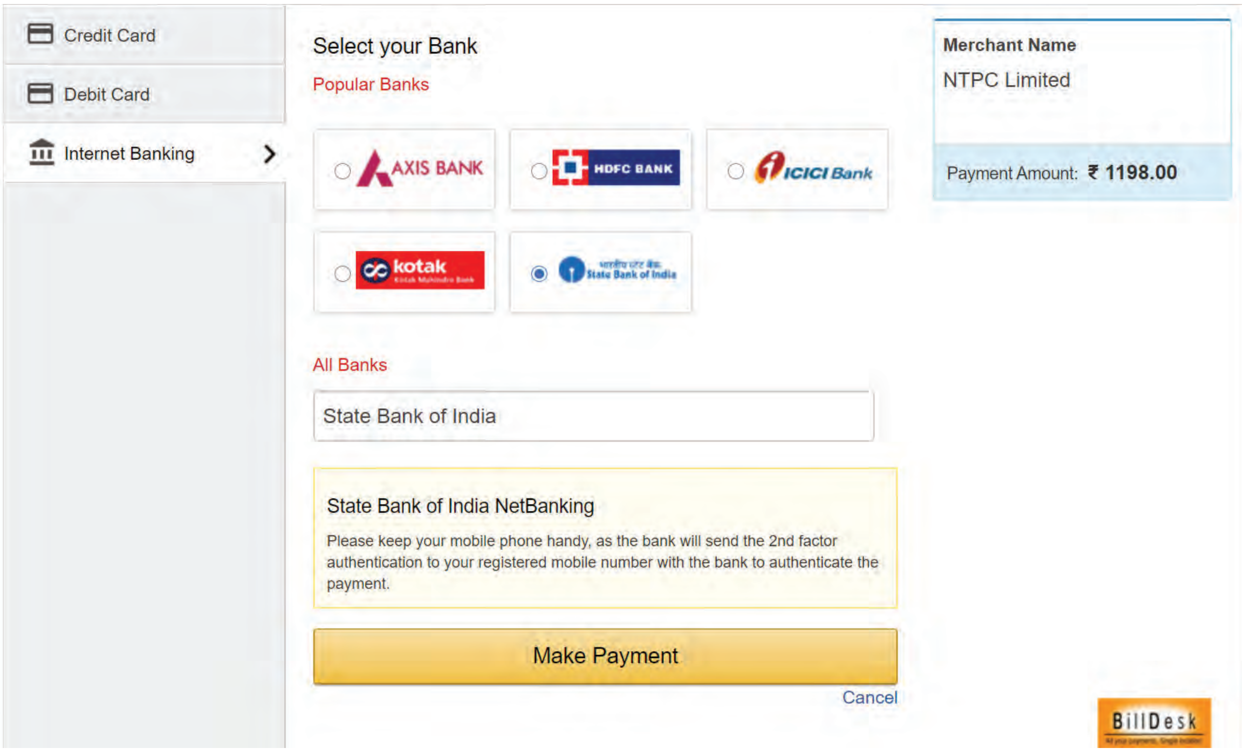


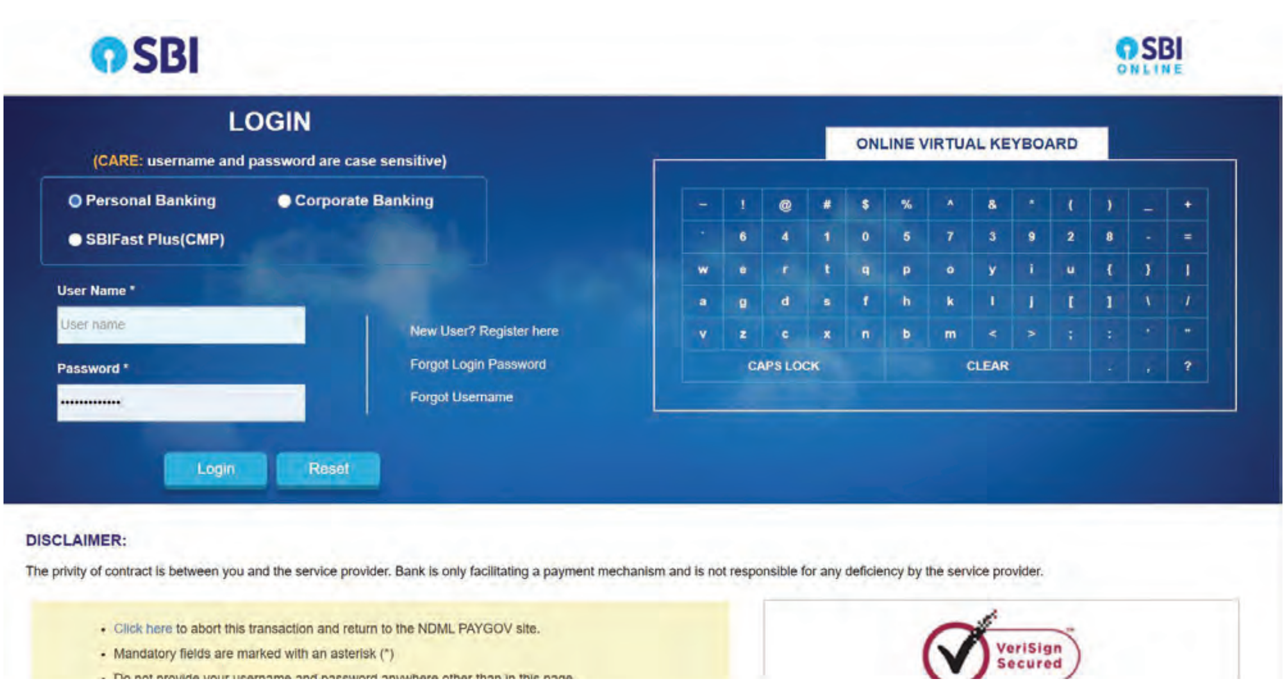
Select mode pf payment as per choice

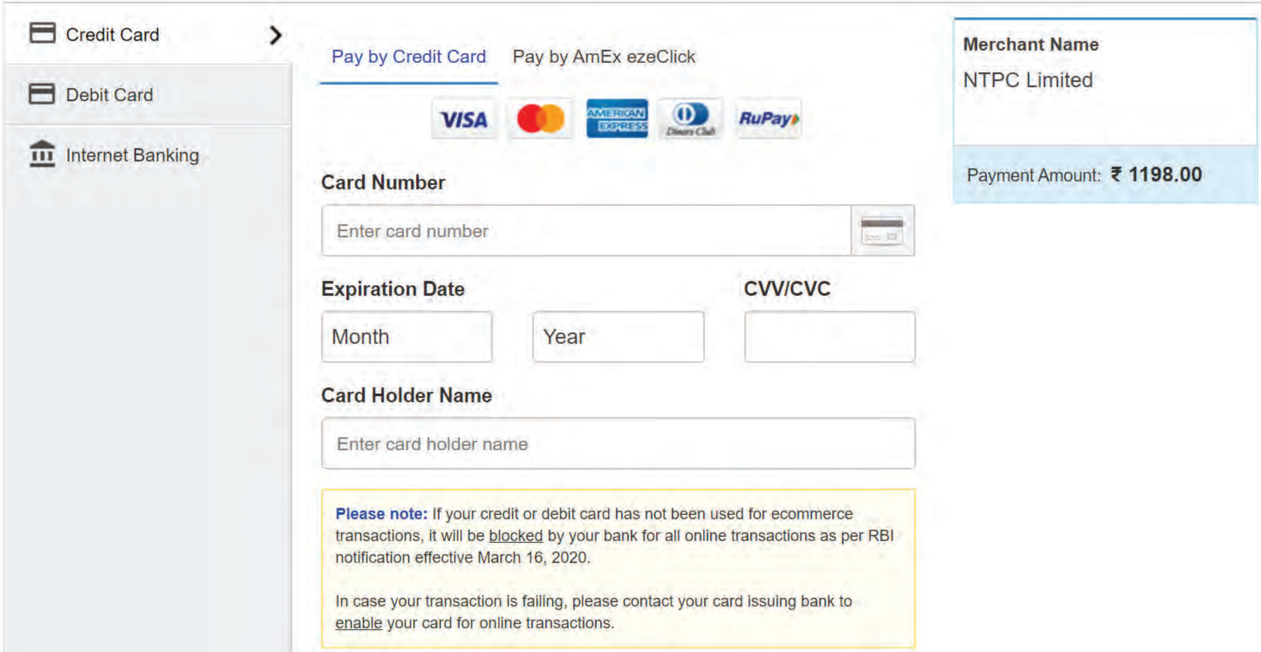


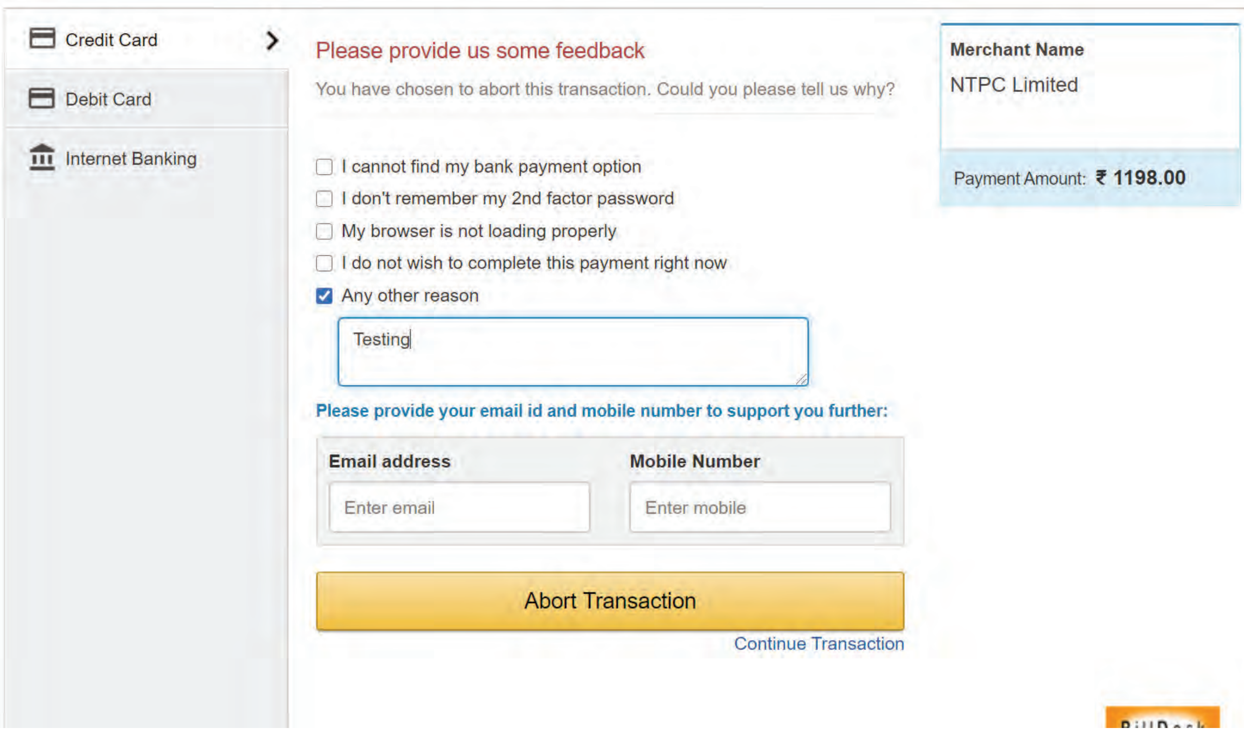

Credit Card
Debit Card
Internet Banking
Select your Bank
Popular Banks
AXIS BANK
HDFC BANK
ICICI Bank
kotak
State Bank of India
All Banks
== Select your Bank ==
Make Payment
Cancel
Merchant Name
NTPC Limited
Payment Amount: ₹ 1198.00


Zimbra: Re: Error message while
BillDesk - All Your Pa
pgi.billdesk.com/pgidsk/ProcessPay
DeIOtAOxZm9LYtwoLkiUSB
== Select your Bank ==
Allahabad Bank [Retail]
Allahabad Bank [Corporate]
Union Bank of India (Erstwhile Andhra Bank) [Corporate]
Union Bank of India (Erstwhile Andhra Bank) [Retail]
Andhra Pragathi Grameena Bank
AU Small Finance Bank
Axis Bank [Retail]
Axis Bank [Corporate]
Bank of Bahrain and Kuwait
Bank of Baroda [Corporate]
Bank of Baroda [Retail]
Bank of India
Bank of Maharashtra
Bandhan Bank [Corporate]
Bandhan Bank [Retail]
Bassein Catholic Bank
Canara Bank
CSB Bank Ltd
Credit Card
Debit Card
Internet Banking
== Select your Bank ==
Make Payment
Cancel
Merchant Name
NTPC Limited
Payment Amount: ₹ 1198.00
BillDesk
Search
ENG
15:55
07-06-2020

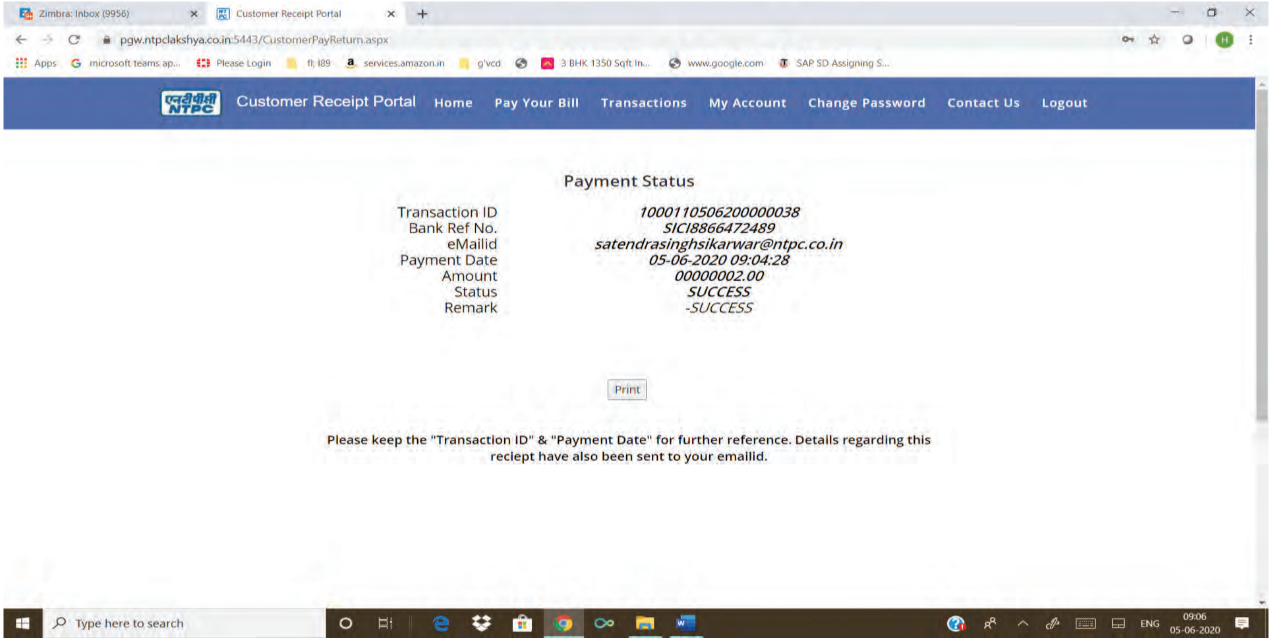

Credit Card
Debit Card
Internet Banking
Select your Bank
Popular Banks
AXIS BANK
HDFC BANK
ICICI Bank
kotak
State Bank of India
All Banks
State Bank of India
State Bank of India NetBanking
Please keep your mobile phone handy, as the bank will send the 2nd factor authentication to your registered mobile number with the bank to authenticate the payment.
Make Payment
Cancel
Merchant Name
NTPC Limited
Payment Amount: ₹ 1198.00
BillDesk

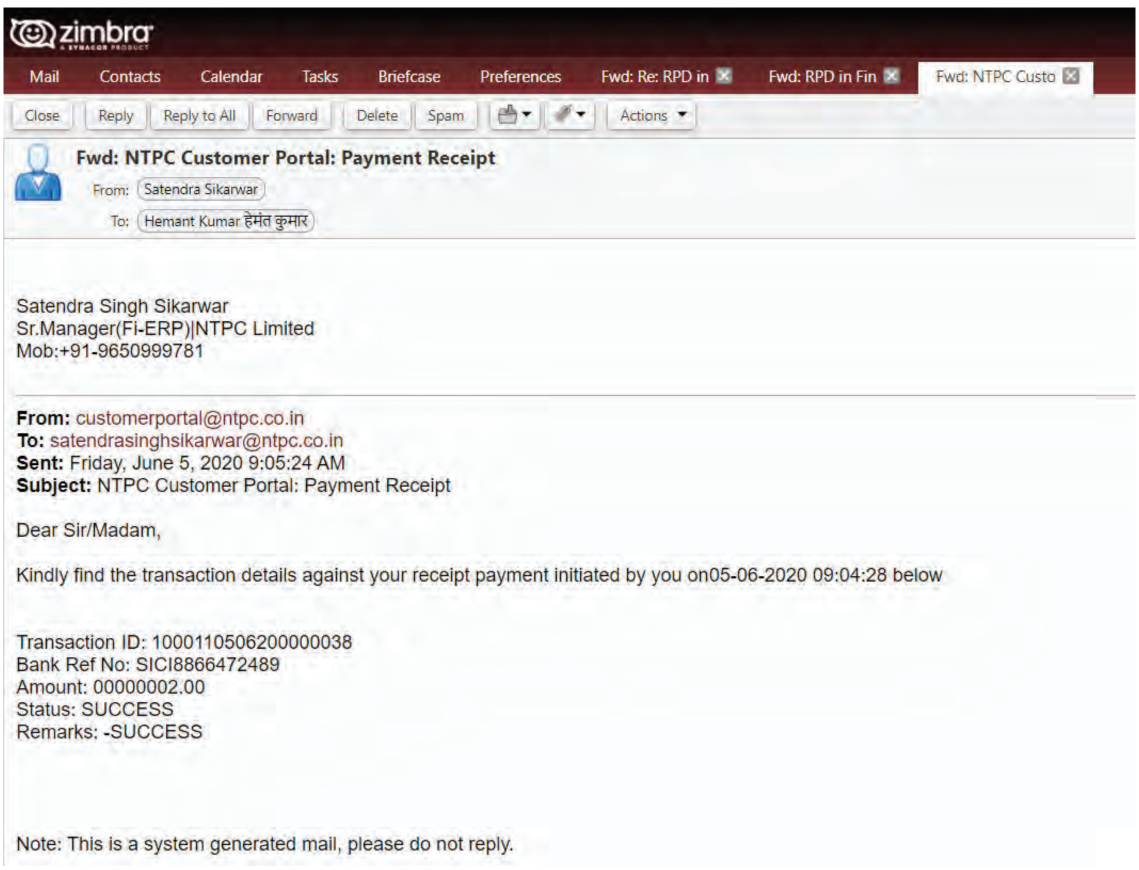

SBI
SBI ONLINE
LOGIN
(CARE: username and password are case sensitive)
Personal Banking
Corporate Banking
SBIFast Plus(CMP)
User Name *
User name
Password *
New User? Register here
Forgot Login Password
Forgot Username
Login
Reset
ONLINE VIRTUAL KEYBOARD
CAPS LOCK
CLEAR
DISCLAIMER:
The privity of contract is between you and the service provider. Bank is only facilitating a payment mechanism and is not responsible for any deficiency by the service provider.
Click here to abort this transaction and return to the NDML PAYGOV site.
Mandatory fields are marked with an asterisk (*)
VeriSign Secured





After Successful payment, payment acknowledgement is generated





Fwd: NTPC Customer Portal: Payment Receipt

From: Satendra Sikarwar

To: Hemant Kumar हेमंत कुमार

Satendra Singh Sikarwar
Sr.Manager(Fi-ERP)|NTPC Limited
Mob:+91-9650999781

From: customerportal@ntpc.co.in
To: satendrasinghsikarwar@ntpc.co.in
Sent: Friday, June 5, 2020 9:05:24 AM
Subject: NTPC Customer Portal: Payment Receipt

Dear Sir/Madam,

Kindly find the transaction details against your receipt payment initiated by you on05-06-2020 09:04:28 below

Transaction ID: 1000110506200000038
Bank Ref No: SICI8866472489
Amount: 00000002.00
Status: SUCCESS
Remarks: -SUCCESS

Note: This is a system generated mail, please do not reply.

As soon as the payment is made successfully by the customer and success status is updated, accounting document for receipt as follows is generated.

Amount paid is credited in Bank account centrally at Corporate Centre and all necessary Bank reconciliation etc will be carried out by CC. However, Line item with customer account is credited in relevant business area.