

**NTPC-SAIL POWER CO.PVT.LTD**  
(A JV company of NTPC Ltd. & SAIL)

e-TENDER INVITED

FOR SALE OF FLY ASH FROM **NSPCL DURGAPUR CPP-II**

**by**

**NTPC SAIL POWER CO.PVT.LTD**

**BID SPECIFICATION NO.**  
**NSPCL/DGP/CS/OT/ET/05/14130 dt. 03.06.2015**

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**NTPC-SAIL POWER CO.PVT.LTD**  
**CPP-II, DSP Complex,**  
**Durgapur, WB-713203**

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**NTPC SAIL POWER CO.PVT.LTD**  
**(A JV company of NTPC Ltd. & SAIL)**  
**INVITATION FOR BIDS FOR SUPPLY OF FLY ASH FROM**  
**NSPCL DURGAPUR CPP-II**

**Tender No : NSPCL/DGP/CS/OT/ET/05/14130**

**Date : 03.06.2015**

**1. Introduction**

NTPC SAIL POWER CO.PVT.LTD. (henceforth referred to as NSPCL) intends to promote utilization of fly ash as resource material. To facilitate this, NSPCL wishes to supply fly ash for a period of 01 (One) year. NSPCL thus invites bids from eligible and interested buyers for supply of fly ash from the **NSPCL DURGAPUR CAPTIVE POWER PLANT-II** (henceforth referred to as NSPCL or NSPCL Durgapur) as mentioned below:

**2. Scope of Supply:**

The fly ash shall be supplied to the interested buyers from the designated delivery point(s) **i.e. ash Silo** chute of the captive power plant. The buyer(s) shall make arrangements for taking delivery in their own bulkers or closed trucks. The quantities available for supply from 2 x 60MW units of NSPCL Durgapur is brought out as under:

<b>Power Stations / Location</b>	<b>Quantity available</b>	<b>Fly Ash quality to be supplied</b>	<b>Period of Supply</b>
NSPCL Durgapur, CPP-II, DSP Complex, Durgapur, WB-713203	1,60,000 MT / Annum	On "as available" basis	01 (One) year

**3. Bidding Document**

Detailed conditions and scope of work are given in the bid documents, which can be downloaded from websites free of cost.

Bid Document No.	: NSPCL/DGP/CS/OT/ET/05/14130      Date- 03.06.2015
Cost of Bid Document (payable by DD only)	: Rs. 5000/- in favour of %NTPC SAIL POWER CO.PVT.LTD+; payable at Durgapur
Period of supply	: One (01) year
Issue of Bid Documents	: From: <b>10.06.2015 10.00 AM</b> To: <b>30.06.2015 10.00 PM</b> <b>(From website only)</b>
Submission of Bids	: <b>06.07.2015</b> up to 02.00 PM
Bid Opening Date & Time of Part-I Bid.	: <b>06.07.2015</b> at 3.00 PM
Bid Security	i) Rs.2 lacs for Bid Quantity upto 50,000 MT/annum ii) Rs.5 lacs for Bid Quantity for 50000 MT/annum & above
Price Bid Opening.	Price Bid will be opened of qualified bidders as per Part-I Bid. The Bid Opening Date will be intimated Later on.

#### 4. **Downloading of Bid Documents (Free of Cost)**

The details of Bid Document is available in the web site [www.ntpctender.com](http://www.ntpctender.com) / [www.nspcl.co.in](http://www.nspcl.co.in) free of cost.

Bid Document is available for e-bidding in the website [www.tenderwizard.com/NSPCL](http://www.tenderwizard.com/NSPCL). However before downloading the price bid document, payment of Rs. 5000/- towards the cost of bid documents and EMD amount (DD or BG) , has to be paid through Demand Draft in favour of “**NTPC SAIL POWER CO.PVT.LTD**+ payable at **Durgapur**, West Bengal. D/D No., Date, Bank details etc are to be entered in the web portal for downloading the tender document and submission of offer / quotation. The original above two Demand Drafts for bid documents and EMD are to be sent to our office well in time, so as to reach us before Bid opening date. **Non-Submission of Demand Drafts towards Bid Documents and Bid Security (DD or BG), shall render the bid invalid and will not be considered further.**

#### 5. **Bid Security**

- a) All Bids must be accompanied by requisite amount of **Bid Security** as per **para 3** above in the form of Bank Guarantee/Crossed Demand Draft in favour of **NTPC SAIL POWER CO.PVT.LTD**+, payable at Durgapur. List of Banks is available in **Annexure VIII** of Bid Document.
- b) Bid submitted but **Non-Submission of Demand Drafts towards Bid Documents and Bid Security (DD or BG), shall render the bid invalid and will not be considered further.**

#### 6. **Qualifying Requirements for the Bidders**

- a) Bidder should be an individual, a partnership firm or a company.
- b) The average turnover of the bidder for the last three financial years should be at least
  - i) Rs.10 Lakhs/ Annum for the bid quantity up to 50000 MT/ Annum and,
  - ii) Rs.25 Lakhs/ Annum for the bid quantity > 50000 MT/Annum and up to 160000 MT/ Annum.
- c) In case of existing or newly formed firm/company the turn over of either its own or the turnover of the other firm / company in which major share holder/promoter/partner is also the major shareholder/promoter/partner in bidding company may be considered but not in combination of both.
- d) At the time of submitting the bid document, bidders shall submit an undertaking of utilizing the Fly Ash in Cement, Construction or any other Ash based product / Industry.

#### **Note: - Balance Sheet**

**Audited balance sheets showing the business turnover and profit & loss account for last three financial years of the company on whose turnover qualification has been sought should also be submitted along with the proposal. (Individual or a partnership firm or a company not falling under statutory requirement of audit, has to submit a certificate from Chartered Accountant certifying the average turnover of the last three Financial Years indicating the year wise turnover).**

#### 7. **Deadline for submission of Bids**

- a) Bids will be received and opened as per e-bidding instruction.
- b) In case the date of Bid opening happens to fall on a holiday, the next working day will be the date of Bid opening.
- c) NSPCL reserves the right to reject any/all bid(s) which is/are not submitted according to the bid instructions.

**8. Address for communication:**

Additional General Manager (Contract & Materials),  
NSPCL, CPP-II, DSP Complex,  
Durgapur, Dist- Burdwan,  
West Bengal-713203  
Tel: 0343 . 2005080/2002376/2005085/2005090  
Fax: 0343 . 2002395  
Email: nspcl.dgp.cm@gmail.com

**9. Websites: -**

For referring to Invitation for Bids, Bid documents and downloading of the same following websites may be referred to: -

[www.nspcl.co.in](http://www.nspcl.co.in), or [www.ntpctender.com](http://www.ntpctender.com)

For e-bidding : Visit the website [www.tenderwizard.com/NSPCL](http://www.tenderwizard.com/NSPCL)

**If you are New User of the e-tender website ([www.tenderwizard.com/NSPCL](http://www.tenderwizard.com/NSPCL)) :**

Follow the following steps to participate for e-bidding i.e. (1) **Register yourself** by giving your Company details as per the web portal, (2) **Procure Digital Signature Certificate** (Class-III), (3) **Activate your User ID** with the help of representative of the web portal team well in advance. E-portal help desk Mob : 9903873537, e-mail id : [twhelpdesk358@gmail.com](mailto:twhelpdesk358@gmail.com).

## DEFINITIONS

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

- 10.1 %The Contract+ shall mean the issuance of award letter which will constitute the formation of the Contract.
- 10.2 %The Contract Value+ means the consideration payable to the suppliers under the Contract for the full and proper performance of its contractual obligations.
- 10.3 %Day+ means calendar day.
- 10.4 %Effective Date+ means the date on which this Contract becomes effective (i.e. issue date of LOA).
- 10.5 %GCS+ means General Conditions of Supply contained in this document.
- 10.6 %SCS+ means Special Conditions of Supply contained in this document.
- 10.7 %The Buyer+ which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns.
- 10.8 %Supplier+ (i.e. NSPCL) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns.
- 10.9 %Acceptable Bank+ means any of the banks referred to in **Annexure – VIII** List of the Banks.
- 10.10 Awarded Quantity/Annual Contract Quantity/Annual Allocated Quantity - is the quantity of fly ash as finalized by NSPCL for award during a year and shall be expressed in Metric Tonne (MT) per annum.
- 10.11 %Arbitration Act+ means the Indian Arbitration and Conciliation Act, 1996, as amended and modified from time to time, including any re-enactment thereof.
- 10.12 Metric Tonne (MT) means 1000 Kilograms.
- 10.13 %Contract Term/Period+ means duration of the contract together with any extension period.
- 10.14 %Delivery Point means the chutes of the designated fly ash silos.
- 10.15 Dispute/Dispute Notice Refer **clause 36** of bid documents.
- 10.16 %Engineer in charge+ means the officer appointed in writing by NSPCL to act as an engineer from time to time.
- 10.17 %First Off take+ means the date of first off take of fly ash, by the buyer at Delivery Point in accordance with this Agreement.
- 10.18 %Force Majeure+ shall have the meaning ascribed to it under **clause 38** of bid documents.
- 10.19 %Governmental Instrumentality+ means any central/state ministry, agency, inspectorate, department, authority, commission or any regional or municipal authority thereof, which exercises any sovereign/state function in India or otherwise in relation to the performance of this Agreement by either Party including any licensing authority.
- 10.20 %Law(s)+ means applicable laws, rules, regulations, judgments, decrees, or other legislative measures having the force of law or issued by any government agency, instrumentality, body or legislature, National, State or local authority or a court of competent Jurisdiction.
- 10.21 %Quarter+ refers to the period from the scheduled date of start till completion of 03 months and subsequently so on till expiry of contract.

## INSTRUCTIONS TO BIDDER

### 11. Introduction

NTPC SAIL POWER CO.PVT.LTD., A joint venture of NTPC Ltd & SAIL, having its registered office at 4<sup>th</sup> Floor, NBCC Tower, 15 Bhikaji Cama Place, New Delhi-110066 and its Plant address at CPP-II, DSP Complex, Distt-Burdwan, Durgapur . 713203(WB) (hereinafter called %Supplier+) will receive bids for Supply of fly ash from the NSPCL Durgapur Captive Power plant-II mentioned in the invitation for bid.

### 12. Scope of Supply

- a) NSPCL invites bids as specified in the bid document for the **Supply of fly ash** to the domestic users from the designated delivery points in the buyers' bulkers/closed trucks only on as is where is basis.
- b) The scope of bidder under this tender is to take delivery of fly ash from the designated delivery point of 2 x 60MW units (**Ash Silo chute**) of the Station, as detailed in the bid document, in their own bulkers/closed trucks only.
- c) Total quantity of fly ash in MT from the Station is available tentatively on yearly basis as per details given hereunder -

Power Stations / Location	Quantity available	Fly Ash quality to be supplied	Period of Supply
NSPCL Durgapur, CPP-II, DSP Complex, Durgapur, WB-713203	1,60,000 MT / Annum	On "as available" basis	01 (One) year

### 13. The Bidding Documents

The Bidding Documents shall comprise of following:

- Invitation for Bid
- Instructions to Bidders
- General Conditions of Supply
- Special Conditions of Supply
- Bid Quantity Schedule
- Sample forms

### 14. Validity of Bids

The Bidder shall keep the bid valid for a minimum period of one hundred eighty (180) days from the date of opening of the bid.

### 15. Bid Security

- a) Bid is to be submitted online through e-bidding portal [www.tenderwizard.com/NSPLC](http://www.tenderwizard.com/NSPLC) and the bid security as explained above to be sent in due time to us.
- b) The value of the Bid Security is as mentioned in Invitation for Bid.
- c) The Bid Security offered shall be in the form of Bank Guarantee (as per Format at **Annexure VII**) / Crossed Bank Draft in favour of NTPC SAIL POWER CO.PVT.LTD+; payable at Durgapur. List of Banks is available in **Annexure VIII** of Bid Document.
- d) Bids not accompanied by requisite Bid Security in a separate sealed envelope in advance or bids accompanied by Bid Security of inadequate value or not in acceptable form shall not be entertained and in such cases bids shall be returned to the bidders without being opened.
- e) Bid security of unsuccessful bidders shall be returned as promptly as possible, but not later than 60 days after the expiration of the bid validity period.
- f) Bid Security of successful Bidder (s) shall be returned only after submission of



- requisite amount of Contract Performance Guarantee (CPG).
- g) The Bid Security shall remain valid for a period of **30 days** beyond the validity period of the bid. However, in exceptional circumstances, the Supplier may solicit the bidders' consent to an extension of bid validity period along with the extension of bid security.

**16. Submission of Bids**

- a) Bid can only be submitted through the web portal [www.tenderwizard.com/NSPCL](http://www.tenderwizard.com/NSPCL)
- b) Proposal submitted in any other format than the Bid Quantity Schedule are liable to be rejected forthwith without assigning any reason thereof.
- c) In case the date of tender/ Bid opening happens to fall on holiday, the next working day will be the date of tender/ Bid opening, and no other intimation in this regard will be given.
- d) The Supplier reserves the right to reject any/all bid(s) which is/are not submitted according to the aforesaid instructions.

**17. Signature of Bids**

- a. The Scan copy of bid documents must contain the full name, complete address of residence and place of business of the person or persons making the bid and shall be signed by the Bidder with his usual signature and to be uploaded through e-bidding.
- b. Bid by a partnership Firm must be furnished with full names of all partners and their full residential addresses and be signed with the partnership name, followed by the signature(s) names(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- c. Bid by Corporation/Company (both public & private) must be signed with the legal name of the Corporation/Company by the President, Chief Executive Officer, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.
- d. A proposal by the person who affixes to his signature the word ~~President~~ ~~CEO~~ ~~Managing Director~~ ~~Secretary~~ ~~Agent~~ or other designation without disclosing his principal will be rejected forthwith.
- e. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished along with the bid.
- f. The Bidder's name stated on the proposal shall be the exact legal name of the person/firm/company.
- g. The person or persons signing the bids shall initial any interlineations, overwriting to correct errors, erasures or other changes in the bid documents.
- h. In case of partnership firm, the authenticated photocopy of the partnership Deed, Registration certificate of Firm and the specimen signatures of all the partners of the Firm duly attested by their Bankers must be sent along with the proposal.
- i. In case of public or private Companies, the up to date amended and Certified True Copy of the Memorandum & Article of association of the Company, certificate of Incorporation, Certification of commencement of business (in case of public Limited Companies only) and the Board resolution thereby authorizing to submit bid/proposal, negotiate and finalize terms and conditions and sign and execute the contract, agreement, bonds and other security documents for and on behalf of the company. In addition to the above the specimen signature of a Director/Secretary or other persons duly attested by the Banker must be accompanied with the proposal.
- j. Proposal not conforming to the above requirements may be disqualified and rejected forthwith.

- 18. Late Bids**  
Bid schedule not followed and shall not be considered as this is only e-bidding.
- 19. Modification and Withdrawal of Bids**  
No bid may be modified / withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Modification/withdrawal of bid during the interval may result in the forfeiture of the Bidder's bid security.
- 20. Opening of Bids**
- a. **Bid Opening**  
The Supplier will open all bids, in the presence of Bidders representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Document.
- b. Bid opening Date & Time, is as mentioned in the Invitation for Bid or as amended and informed to bidders from time to time in writing as well as on website.
- 21. Supplier's Right to accept any Bid or to reject any or all Bids**  
Notwithstanding any thing mentioned above, the Supplier 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.
- 22. Supplier's Right to Vary quantities at the Time of allocation / supply.**  
The Supplier reserves the right at the time of allocation or during the period of supply to increase, decrease or delete the quantity of fly ash from that originally specified in the bid documents without assigning any reason.
- 23. Contract Performance Guarantee (CPG)**
- a. Within fifteen (15) days of the issue of award letter for allocation by the Supplier, successful Bidders shall submit the Contract Performance Guarantee for an amount equivalent to five (5) percent of value of **annual allocated quantity** in the form of Demand Draft in favour of **NTPC SAIL POWER CO.PVT.LTD**, payable at Durgapur / unconditional and irrevocable Bank Guarantee (as per Format at **Annexure V**). CPG submitted in the form of Bank Guarantee shall be valid for 90 days in addition to period of contract. List of Banks is available in **Annexure VIII** of Bid Document
- b. Failure of the successful Bidder to comply with the requirement of Submission of Contract Performance Guarantee within the prescribed time shall constitute sufficient grounds for the annulment of the allocation order and forfeiture of the Bid Security. In that event no damages or compensations shall be payable to the buyer.
- c. For commencement of supplies, submission of CPG is a precondition.
- d. Contract Performance Guarantee (CPG) shall be released within 90 (Ninety) days after successful completion of contract in all respects.
- 24. Qualifying Requirements for the Bidders**
- a) Bidder should be an individual, a partnership firm or a company.
- b) The average turnover of the bidder for the last three financial years should be at least
- i) Rs.10 Lakhs/ annum for the bid quantity upto 50000 MT/annum and,  
ii) Rs.25 Lakhs/ annum for the bid quantity > 50000 MT/annum and upto 160000 MT/annum.
- c) In case of existing or newly formed firm/company the turn over of either its own or the turnover of the other firm / company in which major share holder/promoter/partner is also the major shareholder/promoter/partner in bidding company may be considered but not in combination of both.
- d) At the time of submitting the bid document, bidders shall submit an undertaking of utilizing the Fly Ash in Cement, Construction or any other Ash based product /

Industry as per proforma attached at **Annexure IV**.

**Note: - Balance Sheet**

**Audited balance sheets showing the business turnover and profit & loss account for last three financial years of the company on whose turnover qualification has been sought should also be submitted along with the proposal. (Individual or a partnership firm or a company not falling under statutory requirement of audit, has to submit a certificate from Chartered Accountant certifying the average turnover of the last three Financial Years indicating the year wise turnover).**

**25. Understanding and Clarification of Bid Documents.**

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

**26. Award for supply of Fly Ash**

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

**27. Bid Proposal Schedule**

Bidders are to quote their **annual quantity requirement** against the respective prices in the Bid Quantity Schedule attached at **Annexure I A (SI No. A)**.

**28. Uniform Bid quantity over the allocation period**

The quoted annual quantity requirement shall be considered uniform per month after commencement of first off take for the remaining supply period.

**29. Check List**

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

**30. Deviation**

Any deviation taken in the terms and conditions of the Bid Document by bidder at **Annexure - II** may render the bid non responsive.

## GENERAL CONDITIONS OF SUPPLY ( GCS)

- 31 Acquaintances of local conditions;**  
It will be imperative for the Bidder to fully inform himself of all local conditions and factors, which shall have any effect on the execution of the work covered under these documents and specifications.
- 32 Language of the Contract**
- a. All bids shall be prepared in English Language by typing though e-bidding in the tender document and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written Power of Attorney, which will be furnished along with the Bid.
- b. Any interlineations, erasures, or overwriting to correct errors made by the Bidder should be initialed by the person or persons signing the Bid.
- 33 Confidentiality**
- a. Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for allocation shall not be disclosed to bidders or any other person not officially concerned with such process.
- b. Any effort by the bidder to influence the Supplier in the Supplier's bid evaluation, bid comparison, or allocation decisions may result in the rejection of the Bidder's bid.
- c. From the time of bid opening to the time of allocation, if any Bidder wishes to contact the Supplier on any matter related to its bid, it should do so in writing.
- 34 Examination of Bids and Determination of Responsiveness**
- a. The Supplier will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- b. The Supplier may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 35 Correction of Arithmetical errors**
- a. If there is a discrepancy between words and figures for the quantity / price / period of fly ash required as mentioned in Bid Quantity Schedule, then the quantity / price / period written in words shall prevail.
- b. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security shall be forfeited.
- 36 Settlement of Disputes**
- 36.1 Amicable Settlement**
- a. In the event of any dispute or claim of any kind whatsoever that may arise between the Parties as a result of construction, interpretation or application of any of the terms and conditions of this Agreement or performance of it (~~%Dispute+~~), either Party may by written notice inform the other Party of a Dispute (~~%Dispute Notice+~~).
- b. The Parties shall within a period of 30 Days from the date of receipt of Dispute Notice by such other Party meet and endeavor to settle Dispute in an amicable manner through good faith and negotiations. In the event of the failure of the Parties to settle Dispute amicably within such 30-Days period, either Party may refer Dispute for resolution by arbitration, in accordance with the provisions mentioned hereunder.
- 37 Arbitration**
- a. In the event that the parties are unable to resolve the disputes under **Clause 36** above, controversy or claim relating to or arising out of this contract, such disputes, controversy or claim shall be finally settled by a panel of arbitrators (~~%The Arbitral Tribunal+~~), in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time and read with rules framed there under.

- b. Either Party may by written request notify the other Party of its intent to refer such Dispute to arbitration. Within 30 Days of receipt of such notice by such other Party, the Parties shall each appoint one arbitrator. Within 30 Days of the appointment of the arbitrators, the two arbitrators so appointed shall appoint a third arbitrator (who shall be the presiding arbitrator). In case the two arbitrators fail to appoint the third arbitrator, the third arbitrator shall be appointed as per provisions of Arbitration Act.
- c. The third Arbitrator will be the presiding Arbitrator and the Arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time and read with rules framed there under.
- d. If any appointed arbitrator resigns or dies or is unable to perform his function prior to or during the arbitration, appointment of new arbitrator shall be made as per provisions contained in **Clause b & c** above.
- e. The Court at Kolkata (India) shall have exclusive jurisdiction. The language of the Arbitration proceedings will be in English.
- f. The venue of arbitration shall be Kolkata or such place as may be determined by the arbitrator. In terms of the contract the party involving arbitration shall specify the dispute or disputes be referred to arbitration under this clause together with the amount or amount claimed in respect of each such dispute. The arbitrator shall make the award within reasonable time from the date of entering in the reference.
- g. The Arbitrator (tribunal) shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. Arbitral Tribunal shall give a reasoned award. The decision or award shall be final and binding upon the Parties.
- h. The cost of Arbitrator shall be borne equally by the parties to the dispute.
- i. Notwithstanding the subsistence of any arbitration proceedings, the Parties shall continue to perform their respective obligations under this Agreement and either Party shall not withhold, any payment obligation admitted by it.

**38. Force Majeure**

- a. ~~%~~Force Majeure shall mean any event beyond the reasonable control of the Supplier or of the Buyer, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. Force Majeure shall include but not be limited to the following events and circumstances:
  - (i) flood, cyclone, lightning, storm, tidal wave, hurricane tornado, earthquake, landslide, epidemic or other acts of God.
  - (ii) war (whether declared or not), riot, civil war, blockade, insurrection.
  - (iii) illegal strike or illegal lockout; and
  - (iv) acts of Governmental Instrumentality having jurisdiction occurring after the date of this Agreement, including the issuance or promulgation of any court order, law, statute, ordinance, rule, regulation or directive, the effect of which would prevent, delay or make unlawful a Party's performance herein; provided that executive acts of a Governmental Instrumentality in the capacity of a shareholder or Seller of either Party shall not for the purpose of this Agreement be considered as a Force Majeure event.
- b. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- c. The party who has given such notice 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 after mutual discussion.

- d. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to Supplier's right to terminate the Contract under Special Conditions of **Contract Clause 62.**
- e. Delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall not constitute a default or breach of the Contract.
- f. If the performance of the Contract is substantially prevented, hindered or delayed for a continuous period of more than thirty (30) days or an aggregate period of more than ninety (90) days on account of one or more event of Force Majeure during the occurrence of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with **GCS Clause 36.**
- g. In the event of prohibition imposed by Govt. of India/Competent Authorities making impossible to perform the contract, may be termed as Force Majeure and neither party shall be liable for compensations or damages due to non performance.

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

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

#### **40 Suspension of the supply**

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

#### **41 Indemnity for defense of Suits**

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

#### **42 Recovery of Sums Due**

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

#### **43 Safety Requirements**

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

#### **44 Disorderly Conduct**

The buyer shall at all times take all reasonable precautions to prevent any unlawful,

notorious or disorderly conduct by or amongst the buyers staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the delivery site against the same.

45 **Jurisdiction of Court**

Only Kolkata High Court shall have the exclusive jurisdiction in all the matters concerning the supply.

## SPECIAL CONDITIONS OF SUPPLY

### 46 Source of Fly Ash

- a. Source of fly ash of the station and its respective location details are given in **Clause 12.c** of Instructions to Bidder
- b. NSPCL Durgapur is having coal mills and pulverized coal fired boilers for its 2 X 60MW units. The fly ash generated from boiler is collected at its electro static precipitators (ESP). The dry ash accumulated at ESP hoppers will be evacuated through its dry ash extraction and collection systems in silos.
- c. NSPCL Durgapur is in the process of commissioning the dry ash extraction and collection systems for its 2 X 60MW units and fly ash shall be available in silos for loading in bulkers/closed trucks. Weighment of the bulkers/closed trucks to be done on the weighbridge located near the silo as per instruction of EIC.

### 47 Scope of Supply

- a. Supplier (i.e. NSPCL Durgapur) would be in a position to make available allocated quantity subject to availability, Force Majeure conditions and unplanned outage of thermal units of NSPCL Durgapur.
- b. The supplier reserves the right to supply the quantity not lifted by the buyers to any other party at the sole discretion of the supplier.
- c. Fly ash will be made available in the silos for loading in road trucker / bulker.

**Quantity available: 1,60,000 MT / Annum.**

- d. **Duration of Contract:** - 01 (One) year.

### 48 Working Hours

Delivery of fly ash is intended to be given round the clock on all days including Sundays & holidays or as per Engineer . In - Charge.

### 49 Delivery Point

- a. NSPCL Durgapur would deliver fly ash from the discharge chute of designated ash silo of the plant.
- b. Fly ash shall be considered to have been delivered as it passes into the buyer's closed vehicle at the loading point.

### 50 Quality of fly ash

NSPCL Durgapur would deliver dry fly ash at designated delivery point(s) i.e. Silo Chute on ~~as~~ available basis.

### 51 Pricing Methodology:

- a. Price chargeable to buyer(s) shall be the price discovered resulting from the bid received as the methodology described in **Clause 52** in Rupees per MT.
- b. All statutory duties / taxes / levies shall be charged extra. Freight will be borne by the buyer. The Bidders shall quote total quantity required in **Annexure - IA**.

### 52 Price & Bidding Methodology:

- a. The minimum **FLOOR PRICE of Fly Ash is Rs 85/- per MT** and **Ceiling Price of Rs 400/- per MT**. Bidders may quote the annual quantity required against a price starting from the floor price and in multiples of Rs 10/- (Rupees Ten) i.e. Rs.85/-, 95/-, 105/-, 0 and so on upto the ceiling price of Rs 395/- per MT.
- b. Parties may quote different quantity they would like to offtake at different rates within the specified range. The quantity at particular rate, quoted by the bidder shall be deemed acceptable for evaluation / allocation towards all the rates below the quoted rate, unless otherwise specifically mentioned. (see example below).



Rate (Rs./MT)	Party A Quantity (MT/annum )	Party B Quantity (MT/annum)	Party C Quantity (MT/annum)
85			50000
205		45000	40000
305			30000
355		30000	20000
400	50000		10000

**Case 1:** Quantity 50000 MT quoted by the party A against the rate of Rs.400/- shall be valid for all the rates up to Rs.85/- which is below Rs.400/- since the party has not quoted any quantity against the rate of Rs.355/-, Rs.305/-, Rs.205/- etc.

**Case 2:** The quantity 30000 MT quoted by the party B against the rate of Rs.355 shall be valid for the rate up to Rs.305/- only, since the party has specified the quantity of 45000 MT against the rate of Rs.205/- and this quantity of 45000MT shall be valid up to Rs.85/-.

**Case 3:** The quantity quoted against a particular rate by the party C shall be valid for that particular rate only, since the party has quoted the quantity against each rate.

- c. Price quoted below Rs.85/- per MT and or above Ceiling price of Rs.400/- per MT will not be considered.

### 53 Evaluation Criterion of Bids

#### Price discovery and quantity for allocation

- 90% of the tendered quantity will be lower limit for bid evaluation below which the tender will be declared unsuccessful.
- For cumulative annual quantities quoted by bidders for 90% of the tendered quantity (144000 MT) to 100% of the tendered quantity (160000 MT), the price at which maximum revenue is generated will be the discovered price.  
In such case, the quantity quoted by the party at the discovered price will be allocated to the party.
- In case the cumulative quantity quoted by the bidders does not fall between 90% and 100% of the tender quantity but above the tendered quantity, the discovered price shall correspond to the cumulative quantity nearest to 100% and the allocated quantity shall be modified on prorata basis to the tendered quantity i.e. 160000 MT/annum.
- Bids at discovered price and above will be successful bids and quantity will be allocated to them as per **Clause 53 b & 53 c**

### 54 Award Criteria:

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

### 55 Award Price:

Discovered Price shall be the award price for 01 year i.e. from date of award till the end of contract

- 56 Period of Supply:**  
Duration of supply of fly ash from NSPCL Durgapur station will be for a period of one year.
- 57 Upward Quantity Flexibility**  
If requested by the Buyer, the Supplier may consider supply of additional quantity of fly ash over and above the allocated quantity subject to availability and at the sole discretion of the supplier.
- 58 Payment Terms & Bank Charges:**
- Delivery shall be made against advance payment in the form of Demand Draft/ Cheque at par / RTGS/ Bank Transfer in favour of %NTPC SAIL POWER CO.PVT.LTD+ A/c - Ash Utilization+payable at Durgapur. The amount of advance shall be equivalent to value of one month of off-take quantity. Advance shall be adjusted against delivery on daily basis.
  - All bank charges shall be borne by the buyer.
- 59 Commencement of first off take:**  
Commencement of first off take for bidders of fly ash should not exceed beyond one month from the date of issue of award letter unless specifically agreed by the Supplier.
- 60 Weighment for invoicing:**  
Fly ash shall be issued based on actual weighment at weighbridge located near the Silo. Until weighbridge is not ready, weighment shall be done at a weighbridge finalized by NSPCL and as instructed by EIC. Weight so recorded shall be considered final.
- 61 Compensation against shortfall during regular off take:**
- After commencement of first off take, buyer will be required to lift fly ash on regular basis in accordance with agreed quantity as per contracted schedule. The buyer shall have to lift at least 75% of annual contracted quantity / annual adjusted quantity. In case buyer fails to lift the minimum quantity (75% of annual contracted quantity / annual adjusted quantity), compensation @ Rs.50/MT will be charged on the shortfall quantity (75% of annual contracted quantity . Actual quantity lifted for the year).
  - Supplier will communicate the provisional compensation amount on quarterly basis in the preceding month and the buyer will be required to deposit such amount within 15 days thereafter or the same will be adjusted against advance.
  - For the purpose of calculation of provisional compensation, quarterly breakup of the total contracted quantity or the adjusted quarterly quantity (in case of short supply) will be done and compared with actual quantity lifted by the buyer.  
Final compensation will be calculated after final reconciliation and adjustments, if any will be made. However, gross compensation amount will be limited to the CPG amount.
  - Quarterly quantity shall be considered from the scheduled date of start till completion of quarter and subsequently so on till expiry of contract.
- 62 Review and Termination of Contract:**
- In case, fly ash offtake falls below 80% of the contracted or adjusted quantity whichever is lower, on two successive quarter basis, NSPCL will have the right to review the continuance of the contract. Reasons / justifications for lower offtake is to be explained by the awardee and shall be assessed by NSPCL. If the same is not acceptable, NSPCL may at its option terminate the same by giving one month notice in writing of their intentions to do so and in such an event the buyer shall not be entitled to any compensation from the supplier. In the event of termination of contract, the Liquidated

Damages will be payable by the buyer at the aforesaid rate mentioned in **Clause 61** i.e. @Rs.50/MT for the short fall quantity below 75% of the contracted / adjusted quantity and the gross amount of liquidated damages / compensation shall be limited to the CPG amount.

Quarterly quantity shall be considered from the scheduled date of start till completion of quarter and subsequently so on till expiry of contract.

- b. The Supplier also reserves the right to terminate the contract in the event of breach of contract by the buyer giving one month notice in writing of their intentions to do so and in such an event the buyer shall not be entitled to any compensation from the supplier. In the event of termination of contract for any reasons of breach of contract, Liquidated Damages as arrived under **Clause 62** above shall be payable by the buyer.

Following will constitute breach of contract:

- I. Delay in first off-take by Buyer from committed date by more than three months.
- II. Buyer is not complying with operational and safety requirements and neglecting instructions of Engineer-In-Charge.
- III. Buyer has failed to discharge his obligations according to the terms & conditions of contract.

### **63 Shortfall in supply by Supplier and Adjusted Quantity:**

- a. Fly Ash is a product of coal combustion, which again is subject to the demand of electricity in the areas allocated by the regulatory authorities. Scheduled and unscheduled shutdowns also affect generation of electricity and thus generation of Fly Ash. Though all efforts will be made to maintain contracted quantity of Fly ash available, Supplier does not guarantee availability of Fly Ash as per contracted quantity regularly and supplier will not be liable for any compensation or damages for non delivery of required quantity of the fly ash.
- b. In case supplier is unable to provide the proportionate quarterly contracted quantity of fly ash due to any reasons including forced outages of the plant, congestions etc. supplier in respect of each buyer shall accordingly adjust the half yearly contracted quantity downward. Under such circumstances the determination of compensation referred at **clause 61** above shall be computed with respect to 75% of such adjusted yearly / quarterly quantity.
- c. Determination of quarterly quantity for termination of Contract in case of short supply by the Supplier shall also be computed w.r.t quantity made available to the buyer for that year / quarter as stated in **clause 63b**.
- d. Supplier may offer additional quantity of fly ash at a later date subject to availability, if agreed by buyer. The quantity so offered and agreed by buyer at a later stage, will form a part of the annual contracted/adjusted quantity.

### **64 Taxes, Duties, Levies etc.**

- a. The Bidder shall be liable and responsible for payment of all statutory levies in the form of taxes, duties, octroi etc. on the Supply. Such statutory liabilities, if any, shall be paid by bidder extra at actuals.
- b. Regarding exports, it is the responsibility of the buyer to fulfill their export obligations as may be required, and any shortfall in this regard shall be to the account of the buyer only. The buyer indemnifies the seller against all such liabilities and losses on failure to fulfill the export obligations, if any.

### **65 Delivery:**

- a. Buyer should depute his authorized representative to the captive power station for co-ordination and taking delivery of fly ash.
- b. Delivery will be from Silo Chutes to bulkers / closed trucks only, which are suitable for loading from designated silos. Open trucks will not be allowed to take delivery.
- c. Supplier has right to suspend the delivery of Fly Ash if advance amount is not available

with the supplier by the required date and such suspension of delivery shall be to the account of buyer.

**66 Responsibility during Transportation**

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

The Buyer's transporter(s) shall have valid license of statutory, State Govt. / Central Govt. Authority for transportation of specified goods if required.

**67 Billing**

Supplier will raise Exit gate pass on daily basis and invoices on weekly/fortnightly basis and shall deliver to the Buyer(s) an invoice showing the value of the fly ash delivered, along with applicable duty/taxes/cess etc. and shall be adjusted against the advance payment made by the buyer(s) as per **clause 58**. Any Statutory form like Form ~~1~~ etc. for claiming rebate shall be submitted by the buyer to the supplier for claiming such rebate. In case buyer fails to submit ~~1~~ form before end of the quarter, CST will be charged at full applicable rates.

**Additional General Manager  
(Contracts & Materials)  
NSPCL Durgapur**

**BID QUANTITY SCHEDULE FOR SUPPLY OF FLY ASH**

**Duration of Supply – One (01) Year**

<b>Name of Station:</b> NSPCL Durgapur captive power plant-II
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**QUOTED PRICE Vs QUANTITY OF FLY ASH**  
**NOTE: (Quantity shall mean the Annual quantity)**

Option SN.	Price Quoted Rs / MT		Quantity in MT	
	In figures Rs	In words Rs	In figures MT	In words MT
1	85.00	Eighty five only		
2	95.00	Ninety five only		
3	105.00	One hundred five only		
4				
---	385.00	Three hundred eighty five only		
---	395.00	Three hundred ninety five only		
	400.00	Four hundred only		

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

Signature :

(Authorized Representative)

Name :

Designation :

**Note:**

- a The quantity quoted above shall be spread uniformly for a period of one year.
- b Bidders may quote for the quantity requirements against different prices at their options starting from Rs.85.00 per MT with an increment in multiples of Rs 10.00 and ceiling price of Rs.400.00 per MT( Extend table accordingly to submit bid).

**Schedule for Qualifying Requirements**

**A.** We seek qualification as per Clause No. 24(a) under the category \_\_\_\_\_ (Individual / Partnership firm / Company).

**B.** In terms of clause No. 24 (b), we confirm that average annual turnover for the last three financial years as on date of bid opening of M/s \_\_\_\_\_ is not less than Rs. \_\_\_\_\_ Lakhs. In support of above, we are enclosing audited Balance Sheets and Profit & Loss Account for last three financial years.

Sl. No.	Financial Year	Turnover Amount (Rs.) in figures	Turnover Amount (Rs.) in words	Balance Sheet enclosed (Yes / No)
1	2011-12			
2	2012-13			
3	2013-14			
4	Certificate of Chartered Accountant certifying the average turnover of the last three Financial Years indicating year wise turnover (if required as per Clause No. 24 Note)			Enclosed (Yes / No)
5	Shareholding pattern of Bidding Company (In case turnover of other company has been considered for meeting the Qualifying Requirements, the Shareholding pattern of other company is also to be enclosed)			Enclosed (Yes / No)

**Note:** - (i) Individual or a partnership firm or a company not falling under statutory requirement of audit, has to submit a certificate from Chartered Accountant certifying the average turnover of the last three Financial Years indicating year wise turnover. (ii) In case where audited results for the last preceding Financial year is not available, certification of financial statements from a Chartered Accountant shall also be considered acceptable.

**C.** As per Clause No. 17 we are enclosing the following documents: -

(a) In case of Partnership firm

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

(b) In case of Public or Private Companies

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

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

Signature :

(Authorized Representative)

Name :

Designation :

(ON BIDDER'S LETTERHEAD)  
**STATEMENT OF DEVIATIONS/EXCLUSIONS**

Bidders Offer Ref No.

Date

To,  
Addl. General Manager (C &M)  
NSPCL, CPP-II ,  
DSP Complex,  
Durgapur, Dist-Burdwan,  
WB-713203

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

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

Signature \_\_\_\_\_

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

Common Seal or stamp \_\_\_\_\_

## CHECK LIST FOR SUBMISSION ALONG WITH DOCUMENTS

Name of Bidder:

Address:

Sl No	Description of Check points	YES / NO/NOT APPLICABLE	Remarks
1	Submitted documents related to Qualification requirements & turnover details supporting your eligibility, complete in all respects		1. Audited balance sheet of last three Financial Years showing business turnover, Profit and Loss Account etc. 2. Undertaking for usage of Fly Ash ó <b>Annexure IV</b>
2	Whether submitted Bid Security of required value as per requirement of the bid document		Bid Security for different quoted quantities are different and required to be submitted accordingly.
3	<b>Whether submitted separate Demand Draft (DD) of Rs.5000/- towards the cost of Bid Documents</b>		<b>Required in case Bid Documents are downloaded from websites.</b>
4	Whether the bidder has signed all the pages of the bid with seal/ stamp		
5	Whether the Bidder Details at <b>Annexure – IX</b> have been filled and submitted		

Date:

(Name &amp; Signature of Bidder)



**(On Official Letter head of the Buyer)**

Date :

To  
NTPC SAIL Power Co.Pvt.Ltd.,  
CPP-II, DSP Complex,  
Durgapur, Dist-Burdwan, WB-713203

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

Dear Sir,

This is to certify that we M/s \_\_\_\_\_ the bidder for the NTPC SAIL Power Co.Pvt.Ltd., Durgapur Fly Ash against Bid Specification No\_\_\_\_\_, the Fly Ash, if allocated to us, shall be used in Cement manufacturing / construction / or other ash based product / industry.

Thanking you,

(Signature of authorized person)

(Name & Designation)

(Seal/ Stamp of Company)

**Proforma of BANK GUARANTEE FOR "CONTRACT PERFORMANCE GUARANTEE (CPG)"**

(To be stamped in accordance with Stamp Act)  
(The stamp paper should be in the name of issuing bank)

Ref. Bank guarantee No.  
Date:

To,  
NTPC SAIL Power Co.Pvt.Ltd.,  
CPP-II, DSP Complex,  
Durgapur, Dist-Burdwan,  
WB-713203

Dear Sirs,

In consideration of the NTPC SAIL Power Co.Pvt.Ltd. (hereinafter referred to as the "NSPCL", which expression shall unless repugnant to the context or meaning thereof includes its executors, administrators, successors and assigns) having accepted offer of purchase of fly ash by M/s..... with its Registered/Head office at ..... (hereinafter referred to as "Buyer", which expression shall unless repugnant to the context or meaning thereof includes its executors, administrators, successors and assigns) a contract by issue of NSPCL Durgapur's Letter of Acceptance No.....dated.....and the same having been unequivocally accepted by the Buyer resulting in a "CONTRACT" bearing No.....for supply of fly ash and the Buyer having agreed to provide a contract performance guarantee for the faithful performance of the entire contract equivalent to Rs.....(in figure and words) to the NSPCL.

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

The NSPCL shall have the fullest liberty without affecting in anyway the liability of the bank under this guarantee from time to time to extend the time for performance of the contract by the Buyer. The NSPCL shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Buyer, and to exercise the same at any time any manner, and whether to enforce or to forbear or to enforce any covenants, contained or implied, in the contract between NSPCL and the Buyer or any other course of remedy or security available to the NSPCL. The bank shall not be released of its obligation under these presents by any exercise by the NSPCL of its liberty with reference to the matters aforesaid or any of them or by a reason of any other acts of omission or commission on the part of the NSPCL or any other indulgence shown by the NSPCL or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank.

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

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

Dated this ..... day  
Of..... 201 ..... at.....

Witness (Signature) .....

.....  
(Signature)

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

Witness (Name) ..... (Signature) .....  
(Signature) ..... (Designation with Bank stamp)

(Name)

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

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

Ref. No. \_\_\_\_\_ Date \_\_\_\_\_

To,

NTPC SAIL Power Co.Pvt.Ltd.,  
CPP-II, DSP Complex,  
Durgapur, Dist-Burdwan,  
WB-713203

Dear Sirs,

Sub : Extension of Bank Guarantee No..... dtd..... for  
Rs..... favouring yourselves, expiring on ..... Account of M/s.....  
in respect of contract No..... dtd..... (hereinafter called "Original Bank  
Guarantee").

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

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

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

Yours faithfully,

For.....  
Manager / Agent / Accountant

Power of Attorney No.....  
Dtd.....  
Seal of the Bank

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

**(Pro forma of Bank Guarantee for "Bid Security")**  
(To be stamped in accordance with Stamp Act)  
(The stamp paper should be in the name of issuing Bank)

Ref. Bank guarantee No. ....  
Date .....

NTPC SAIL Power Co.Pvt.Ltd.,  
CPP-II, DSP Complex,  
Durgapur, Dist-Burdwan,  
WB-713203

Dear Sirs,

In accordance with your invitation to bid under your specification No. ....  
..... M/s .....having  
its registered/Head office at ..... (hereinafter called the "Bidder")  
wish to participate in the said for .....

As an unconditional and irrevocable Bank guarantee being the bid guarantee for an amount  
of ..... valid for **210** days from ..... (date of Bid Opening) shall be  
submitted by the Bidder as a condition precedent for participation in the said bid, which  
amount is liable to be forfeited on the happening of any contingencies mentioned in the bid  
documents.

We, the ..... ..Bank at ..... having our Head office at ..... and  
Branch office at ..... (hereinafter referred to as "Bank", which expression shall  
unless repugnant to the context or meaning thereof includes its executers, administrators,  
successors and assigns) do hereby guarantee and undertake to pay promptly to NSPCL, on  
demand by NSPCL, the amount of Rs..... (in figures abd words) up to  
.....(within days/months) without any demur, reservation, protest, contest and  
recourse or without any reference to the bidder. Any such demand made by said "NSPCL"  
shall be conclusive final and binding on us irrespective of any dispute or difference between  
the bidder and the NSPCL, pending before any court tribunal and/or any other authority.

This guarantee shall be irrevocable and shall remain valid upto ..... The Bank  
undertakes not to revoke this Bank guarantee during its currency. If any further extension  
of this guarantee is required the same shall be extended to such required period on  
receiving the instructions from M/s ..... On whose behalf this guarantee is issued.

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

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

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

(Name)

.....  
(Official Address)  
Date.....

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

**SUBMISSION OF BANK GUARANTEE FOR BID SECURITY**

**UPDATED SCHEDULED COMMERCIAL BANK LIST**

**A SBI AND ASSOCIATES**

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

**B NATIONALISED BANKS**

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

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

1. Catholic Syrian Bank
2. City Union Bank
3. Dhanlaxmi Bank Ltd.
4. Federal Bank Ltd
5. Jammu & Kashmir Bank Ltd
6. Karnataka Bank Ltd
7. Karur Vysya Bank Ltd
8. Lakshmi Vilas Bank Ltd
9. Nainital Bank Ltd
10. Kotak Mahindra Bank
11. Ratnakar Bank Ltd
12. South Indian Bank Ltd
13. Tamilnad Mercantile Bank Ltd
14. ING Vysya Bank Ltd

15. Axis Bank Ltd.
16. IndusInd Bank Ltd
17. ICICI Bank
18. HDFC Bank Ltd.
19. Development Credit Bank Ltd
20. Yes Bank Ltd

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

1. Abu Dhabi Commercial Bank Ltd
2. Bank of America NA
3. Bank of Bahrain & Kuwait B.S.C.
4. Mashreq Bank p.s.c.
5. Bank of Nova Scotia
6. Crédit Agricole Corporate and Investment Bank
7. BNP Paribas
8. Barclays Bank
9. Citi Bank N.A.
10. Deutsche Bank A.G.
11. The HongKong Shangai Banking Corporation Ltd
12. HSBC Bank Oman S.A.O.G.
13. Societe Generale
14. Sonali Bank Ltd.
15. Standard Chartered Bank
16. J.P. Morgan Chase Bank
17. State Bank of Mauritius Ltd.
18. DBS Bank Ltd.
19. Bank of Ceylon
20. Bank Internasional Indonesia
21. Arab Bangladesh Bank
22. Shinhan Bank.
23. Chinatrust Commercial Bank.
24. Mizuho Corporate Bank Ltd
25. Krung Thai Bank Public Company Ltd.
26. Antwerp Diamond Bank N.V.
27. The Bank of Tokyo-Mitsubishi UFJ Limited.
28. Austalia & Newzealand Banking Group Limited ( upto 31.03.2014)

**E OTHER PUBLIC SECTOR BANKS**

1. IDBI Bank Ltd



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

### **UPDATED SCHEDULED COMMERCIAL BANK LIST**

#### **A SBI AND ASSOCIATES**

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

#### **B NATIONALISED BANKS**

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

#### **C SCHEDULED FOREIGN BANKS**

1. Bank of America NA
2. BNP Paribas
3. Crédit Agricole Corporate and Investment Bank
4. Citi Bank N.A.
5. Deutsche Bank A.G
6. The HongKong and Shangai Banking Corporation Ltd
7. Standard Chartered Bank.
8. Societe Generale
9. Barclays Bank
10. Bank of Nova Scotia
11. DBS Bank Ltd.
12. The Bank of Tokyo óMitsubishi UFJ Ltd.
13. Mizuho Corporate Bank Ltd (upto 31.03.2014)
14. Austalia & Newzealand Banking Group Limited ( upto 31.03.2014) .

**D SCHEDULED PRIVATE BANKS**

1. ING Vysya Bank Ltd
2. ICICI Bank Ltd
3. HDFC Bank Ltd
4. Axis Bank Ltd.
5. Yes Bank Ltd. (Up to 30.09.2015)
6. IndusInd Bank Ltd. (upto 30.06.2014)

**E OTHER PUBLIC SECTOR BANKS**

1. IDBI Bank Ltd .
-

(On official letter head of the Company)

**Bidder Details**

(For submission along with documents)

Sl. No.	Description	Details
1	Name of the Bidder	
2.	Status (Company / Individual / Partnership firm)	
3	Registered Address	
	Telephone No.	
	Fax No.	
4	Communication Address	
	Telephone No.	
	Fax No.	
5	LST / CST / TIN No.	
6	Shipping Address for Fly Ash	
<b>Authorised Person Details</b>		
1	Name of the Authorised Person	
2	Designation	
3	Address for Communication	
4	Telephone No.	
5	Fax No.	
6	Email Id	

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

Signature :

(Authorized Representative)

Name :

Designation :

## Form of Acceptance of Fraud Policy

(On Official Letter head of the Buyer)

NIT NO.C&M/D/

dated:õ õ /õ õ /õ õ

Name OF ITEM :

To

NSPCL, DURGAPUR

Ladies and/or Gentleman,

We have read the contents of the Fraud policy of NSPCL displayed on its tender website <http://www.nspcl.co.in> and undertake that we along with our associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly abide by the provisions of the Fraud policy of NSPCL.

Yours faithfully,

(Signature) -----

Date : / /

(Printed Name) -----

Place :

(Designation) -----

(Common Seal) -----

**EMD Submission**

1. Value of Earnest Money to be Deposited: As Mentioned in the NIT

**Instructions for submission of EMD:-**

- a) Bankers Cheque/Pay Order/Demand Draft payable to NSPCL, payable at Durgapur.
- b) Bank Guarantee / Letter of Credit from a scheduled bank-unconditional, irrevocable and operative until the validity of the offer.

The superscription on BID should include EMD inside without which the BID may not be opened for consideration.

2. On acceptance of tender, earnest money will be treated as part of the security deposit.
  
3. The Earnest money / bid security shall be forfeited on the following grounds ; (a) If the bidder withdraws or varies its bid during the period of bid validity. (b) If the bidder does not accept the correction of its bid price pursuant to the provisions of the bid. (c) In case the successful bidder fails within the specified time limits (i) To accept the award or sign the contract agreement, (ii) To furnish the required Contract performance guarantee / Security Deposit. (d) If lifting of dry ash is not commenced as per NIT terms. (e) If the Bidder/his representatives commits any fraud while competing for a contract pursuant to Fraud Prevention Policy of NSPCL. In addition, in case (c), (d) & (e) above results in tender being annulled, then such bidder shall be treated ineligible for participation in retendering of this particular package.