

INDRAPRASTHA POWER GENERATION CO. LTD.

(Govt. of NCT of Delhi Undertaking)

BID DOCUMENTS

**FOR CONTRACT FOR SALE / COLLECTION OF FLY ASH FROM
RPH**

By

INDRAPRASTHA POWER GENERATION CO. LTD.

CORRIGENDUM

Tender No. CM/ RP/ CS-1/ Fly Ash/ 12-13

Address for issue of bid document, Communication and Submission:

General Manager (C&M)

Indraprastha Power Generation Co. Ltd.

220 KV Sub Station Building, First Floor,

Pragati Power Station, I.P. Estate, Ring Road,

New Delhi 110002

Tel No. 011 - 23370541, 23378189

Fax No. 011 - 23379164

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INDRAPRASTHA POWER GENERATION COMPANY LIMITED

INVITATION FOR BIDS FOR COLLECTION OF FLY ASH FROM RPH

Tender No. CM/ RP/ CS-1/ Fly Ash/ 12-13/

Date

1. Introduction & Period of Contract

IPGCL intends to promote utilization of fly ash as resource material to cement manufacturing, RMC etc. To facilitate this, IPGCL wishes to seek fly ash to the user by inviting tenders for a period of one year. The general description of dry fly ash evacuation system at RPH is given at Annexure E.

IPGCL invites bids from eligible & interested parties for supply of fly ash from Rajghat Power House as mentioned at item (2).

2. Scope of Supply

The fly ash shall be sold from ESP fields of Unit 1 & 2 to the interested Buyer / Bidder from the designated delivery point (s) i.e. ash silos chute at the thermal power station i.e. RPH for ESP field No. 1 & 2 of both Units and through jumbo bags from ESP Hoppers of field 3, 4 & 5 of both Units.

IPGCL intends to sell entire fly ash generated in the plant during the contract period through this bid except quantity reserved (max 20%) for small users as per MoEF guidelines. Yearly average quantity of dry fly ash generation at RPH over the last three years (2006-07, 07-08 & 08-09) was approx. 1.96 Lacs metric tonne and collected through electrostatic precipitation in ESP hoppers.

3. Bidding Document

Detailed conditions and scope of work are given in the bid documents, which can be obtained from the address given below as per the following schedule;

- | | | |
|----|---|---|
| a. | Bid Document No. | : CM/ RP/ CS-I/ Fly Ash/ 12-13 |
| b. | Cost of Bid Document (payable by DD only) | : Rs.4,000/- only in f/o IPGCL. |
| c. | Period or supply | : One Year |
| d. | Start date of sale of Bid Documents | : 28.06.2012 from 15.30 Hrs |
| e. | End date of sale of Bid Documents | : 10.07.2012 upto 16:00 Hrs |
| f. | Last date of bid submission | : 12.07.2012 upto 11:00 Hrs |
| g. | Bid Opening Date & Time | : 12.07.2012 after 11:30 Hrs |
| h. | EMD | : Rs.7.0 Lacs through DD / BC/BG in f/o IPGCL |

4. **Earnest Money Deposit (EMD)**

- a) All Bids must be accompanied by EMD amount as stated above in the form of Demand Draft in favour of "Indraprastha Power Generation Co. Ltd.", payable at New Delhi
- b) EMD be submitted in separate sealed envelop
- c) Bids not accompanied by requisite EMD, in a separate sealed envelope or bids accompanied by EMD of inadequate value shall not be entertained and in such cases bids shall be returned to the bidders without being opened.

5. **Qualifying Requirements for the Bidders**

- a) Bidder should be an individual or a partnership firm or a company and should have experience of collection of dry fly ash of 40,000 MT during any of the preceding years 2009-2010, 2010-11 & 2011-12.
- b) The average turnover of the bidder for the last three financial years should be at least Rs. 1.44 crores / annum.
- c) In case of newly formed firm / company the turnover of the major share holder/promoter shall be considered.
- d) At the time of submitting the bid document, bidders shall submit an affidavit of utilizing the fly ash in cement, construction or any other ash based product/industry.

6. **Deadline for submission of Bids**

- a) Bids will be received by the supplier at the address specified in para 8A below as per time schedule indicated at para 3 above
- b) The Bidder has the option of sending the bid by registered post/ speed post or by submitting the bid in person, so as to reach by the date and time indicated in para 3 above.
- c) Bid submitted by fax/ telex/ telegram will not be accepted under any circumstances whatsoever.
- d) In case the date of Bid opening happens to fall on a holiday, the next working day will be the date of tender / Bid opening.
- e) The supplier reserves the right to reject any/ all bid(s) which is/ are not submitted according to the bid instructions.
- f) Bids are to be submitted in two parts viz- **Part-A- Techno Commercial bid** containing complete technical and all commercial aspects except prices, **Part-B- Price Bid**-containing price element only.

The envelope containing the bids will be superscribed appropriately with the type of bid (Techno commercial Bid / price Bid), tender no., due date, validity, Details of EMD etc. and other relevant details. Envelope of Part –A and Part-B of each bid should be kept together in one suitable envelope (this container envelope should be superscribed that ***it contains both techno commercial bid and price bid***) in sealed condition.

- g) EMD as applicable shall be accompanied with techno commercial bid only

- h) The techno commercial bid only will be opened on the due date. After techno commercial evaluation of the bids, the price bid of qualified bidders will be opened after due information, by Tender Opening Authority in the presence of representative of the bidders, if any. Purchase of tender documents on payment of tender document cost / down loading the tender documents and furnishing the tender document cost, shall not construe that Bidder is considered qualified.
- i) Tender documents could be purchased on any working day from the office of DGM (C&M), 1st floor, 220 KV Sub-Station Building, Pragati Power Station, I.P. Estate, Ring Road, New Delhi – 110002, on or before the above time and date on presentation of Pay Order/Demand Draft of required tender fee in favour of IPGCL, payable at New Delhi.

7. Daily Allocated Quantity

Total fly ash generated from all the ESP hopper of the units with max. reduction of 20% of this quantity. The reduction upto 20% of quantity will be applicable only if this information is conveyed one day in advance by IPGCL to the agency engaged for purchase of fly ash. The 20% fly ash shall be reserved for users within 100 km. radius of the plant subject to applicable guidelines by MOEF.

NOTE: The allocated quantity can be reduced to zero level on the days of visits of dignitaries at the Samadhies of National Leaders due to 'Banning of transporting of fly ash by agencies in the areas around Samadhies. Such information will be provided by evening of preceding day.

8. Jurisdiction

Delhi Courts shall have the exclusive jurisdiction in all the matters:

- ❖ IPGCL reserves the right to make any amendments in any or all of the clauses of this document at any time without assigning any reason.
- ❖ IPGCL reserves the right to withdraw this offer at any time.

8A. Address for issue of bid document, communication and submission:

General Manager (C&M)

Indraprastha Power Generation Co. Ltd.
220 KV Sub Station Building, First Floor,
Pragati Power Station, I.P. Estate, Ring Road,
New Delhi - 110 002.

Tel No. 011 – 23370541, 23378189

Fax No. 011 - 23379164

INSTRUCTIONS OF BIDDER

9. Introduction

a) Indraprastha Power Generation Co. Ltd. (IPGCL) is a wholly owned company of Delhi State Govt. having its head office at 'Himadri, Rajghat Power House Office Complex, Rajghat, New Delhi – 110002 (hereinafter called "Supplier") will receive bids for supply of fly ash to the successful bidder from the ESP fields hoppers of Rajghat Power House having two units each of 67.5 MW.

b) The bidder shall arrange to collect the fly ash through existing dry ash collection system by deploying his own O&M team for collection of dry fly ash and O&M of the dry ash collection system including collection through jumbo bags. The bidder shall make arrangements at his own cost to collect total ash quantity from earmarked ash collection points.

10. Scope of Supply

The fly ash shall be sold from ESP fields of Unit 1 & 2 to the interested Buyer / Bidder from the designated delivery point (s) i.e. ash silos chute at the thermal power station i.e. RPH for ESP field No. 1 & 2 of both Units and through jumbo bags from ESP Hoppers of field 3, 4 & 5 of both Units.

Yearly average quantity of dry fly ash generation at RPH over the last three years (2006-07, 07-08 & 08-09) was approx. 1.96 lacs metric tonne and collected through electrostatic precipitation in ESP hoppers. IPGCL intends to sell all this fly ash through this bid except quantity (max 20%) reserved for small users as per MoEF guidelines.

11. The Bidding Documents

The Bidding Documents shall comprise of following:

- Invitation for Bid (IFB)
- Instruction to Bidders (ITB)
- General Conditions of Supply
- Special Conditions of Supply
- Bid Prices Schedule - Annexure A
- Sample forms

12. **Validity of Bids**

The Bidder shall keep the bid valid for the minimum period of one hundred twenty (120) days from the date of opening of the bids.

13. **Earnest Money Deposit (EMD)**

- a) Bid is to be submitted with EMD in a separate sealed envelope super scribed with EMD details viz. DD No., amount, date, name of bank etc. along with envelop of Prices Bid Schedule at Annex A
- b) The value of the EMD is as mentioned in Invitation for Bid at clause 3.
- c) The EMD offered shall be in the form of a crossed Bank Draft in favour of Indraprastha Power Generation Company Ltd. payable at New Delhi
- d) Bids not accompanied by requisite EMD, in a separate sealed envelope or bids accompanied by EMD of inadequate value shall not be entertained and in such cases bid shall be returned to the bidders without being opened.
- e) EMD 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) The Demand Draft submitted as EMD / Bank Guarantee should be valid for a minimum period of 60 days beyond the date of bid opening and shall be released / refunded to the unsuccessful bidders after the finalization of the contract. However, in exceptional circumstances, the Supplier may solicit the bidder's consent to an extension of bid validity period along with the extension of bid security.

14. **Submission of Bids**

- a) Sealing and Marking of Bids
 - i) All bids shall be prepared by typing or printing with indelible black ink in the bid price schedules at Annexure A.
 - ii) Each Bidder shall submit one original and two (2) copies of the original of the proposals, in "sealed cover". All bids will be super scribed as original, 1st copy, 2nd copy and in case of any discrepancy between them, original will prevail.
 - iii) The Bidder shall enclose the original and both copies of the bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "1ST COPY" & "2ND COPY".
 - iv) The envelopes containing the original and copies along with the envelop of EMD shall then be enclosed in another main envelope. As such this main envelope

shall contain four sealed envelopes; one – original proposal; two – copy 1; three – copy 2; four – EMD Draft.

- v) The inner and outer envelopes shall bear the name and address of the bidder, be addressed to IPGCL. In addition the left hand top corner of the main envelope of the container should indicate the tender enquiry number and the bid opening date and time and also bear statement “DO NOT OPEN BEFORE (date and time)” and time specified in the tender.
- b) Proposal submitted in any other format than the bid price 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) IPGCL reserves the right to reject any/all bid(s) which is/are not submitted according to the aforesaid instructions.

15. **Late Bids**

Any bid received by IPGCL after the deadline for submission of bids prescribed by IPGCL will be rejected and returned unopened to the Bidder. IPGCL will also not be responsible for late receipt of bids because of postal delay or other reasons.

16. **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 EMD.

17. **Opening of Bids**

a) Bid Opening:

IPGCL 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 tender documents.

- b) Bid opening Date & Time: As mentioned at clause 3 in the invitation for Bid or as amended and informed to bidders from time to time in writing.

18. **IPGCL’s Right to accept any Bid or to reject any or all Bids**

Notwithstanding any thing mentioned above, the IPGCL 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.

19. IPGCL's Right to Vary quantities at the Time of allocation / supply

IPGCL 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.

20. Notification of Allocation

- a) IPGCL will notify the successful Bidder in writing by registered letter or by fax, to be subsequently confirmed in writing by registered letter, that its bid has been accepted and will issue the allocation letter for supplies in duplicate. The successful bidder shall return the duplicate copy of the allocation letter duly signed and stamped as token of its acceptance.

21. Security Deposit

- a) Within seven (7) days of the issue of sale/supply order by IPGCL, successful Bidders shall furnish the Security Deposit for an amount equivalent to five (5) percent of value of total yearly quantity. The security deposit be paid by DD in favour of IPGCL, payable at New Delhi. The total yearly quantity for the purpose of this contract has been calculated as average yearly fly ash generated during last three years which is mentioned at Clause No.2 of the document.
- b) Failure of the successful Bidder to comply with the requirement of Submission of Security Deposit within the prescribed time shall constitute sufficient ground for the annulment of the allocation order and forfeiture of the EMD. In that event no damages or compensations shall be payable to the Buyer / Bidder.

22. Qualifying Requirements for the Bidders

- a) Bidder should be an individual or a partnership firm or a company and should have experience of collection of dry fly ash of 40,000 MT in a year during any of the three preceding years 2009-10, 2010-11, 2011-12 or the current year
- b) The average turnover of the bidder for the last three financial years should be at least Rs. 1.44 crores/ annum.
- c) In case of newly formed firm / company the turnover of the major share holder/promoter shall be considered.

- 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 in the Performa given at Annexure D.

23. **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 in triplicate to IPGCL for an interpretation / clarification of the Bid documents. However, such request must reach IPGCL 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 documents and must accompany the proposal.
- b) Verbal clarifications and information given by IPGCL employees or representative shall not be in any way binding on the IPGCL.

24. **Notification for supply of Fly Ash**

- a) The IPGCL will make notification of allocation for supply of Fly Ash in writing to the successful Bidders.
- b) IPGCL shall be the sole judge in this regard.
- c) Bidder would be required to comply with all requirements of the bidding documents without any extra cost to IPGCL, failing which his bid security may be forfeited.
- d) Any deviation taken in the terms and conditions of the Bid Document by bidder may render the bid non responsive.

25. **Bid Proposal Schedule**

Bidders are to quote prices in the bid proposal sheets attached at Annexure A.

26. **Period of Contract**

The contract shall be valid for one year from the date of award or till the closure of operation of plant whichever is earlier. The period shall not be extended under any circumstances.

27. **Income Tax Clearance and Balance Sheet**

Authenticated Photostat copy of the current income tax clearance certificate, the audited balance sheets showing the business turnover and profit & loss account for last three financial years should also be submitted along with the proposal.

28. **Check List**

- a) The bidders are requested to duly fill in the check list enclosed at Annexure C.
- 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 respect.

GENERAL CONDITIONS OF SUPPLY

29. 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.

30. Language of the Contract

- a) All bids shall be prepared in English language by typing or printing with indelible black ink in the format given in the bid price schedule attached in the tender document and shall be 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 signed by the person or persons signing the Bid.

31. 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 employees of IPGCL in IPGCL'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 IPGCL on any matter related to its bid, it should do so in writing.

32. Examination of Bids and Determination of Responsiveness

- a) IPGCL 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) IPGCL may waive any minor infirmity, 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.

33. Correction of Arithmetical errors

- a) If there is a discrepancy between words and figures for the quantity or price (for all categories) of fly ash required as mentioned in bid price schedule, then the quantity or price written in words shall prevail.

- b) If a Bidder does not accept the correction of errors, its bid will be rejected and its EMD shall be forfeited.

34. **Insurance**

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

35. **Suspension of the supply**

- a) The IPGCL reserves the right to suspend and reinstate execution of the whole or any part of the supply.
- b) The IPGCL 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.

36. **Indemnity for defense of Suits**

If any action in court is brought by third party against IPGCL or an officer or agent of IPGCL for the failure or neglect on the part of the Buyer / Bidder 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 / Bidder, his agents, representatives or his sub-contractors, workmen, suppliers, or representatives, employees the Buyer / Bidder shall in such cases indemnify and keep IPGCL and / or its representative harmless from all losses, damages, claims, expenses or decrees arising out of such action.

37. **Recovery of Sums Due**

Whenever any claim for the payment of the sum of money arises against the Buyer / Bidder, IPGCL shall be entitled to recover such sum by appropriating in whole or in part, from advance deposited against fly ash and / or the security deposit deposited by the Buyer / Bidder.

38. **Safety Requirements**

The Buyer / Bidder 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 / Bidder. Persons not using proper PPE at site will not be allowed to work at site and his Gate Pass will be withdrawn and will not be allowed to enter without having PPE. To ensure / interest such the Buyer / Bidder will be penalized @ Rs.1000/- per day / person subject to maximum

penalty of 1% of the security deposit amount in a month. Further repeat of such imposition of penalty will debar the party from continuing the contract.

The Buyer / Bidder shall also ensure safety and security of all IPGCL and IPGCL's delivery personnel at delivery site.

39. **Disorderly Conduct**

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

40. **Working hours**

Collection and loading of fly ash in covered carriers shall be allowed round the clock on the permitted days and gate pass shall be issued based on the truck movement permission by traffic police i.e. 6 AM to 8 AM, 10 AM to 4 PM, 8 PM to 9 PM. The 'permitted days' are the days when there is no restrictions of movement of truck around RPH which are imposed by Govt. / Local authorities during movement of VVIPs or certain other occasions.

41. **Jurisdiction of Court**

Delhi courts shall have the exclusive jurisdiction in all the matters concerning the supply.

42. **Outsourcing**

Outsourcing of any activity shall be subject to prior approval from Engineer-in-Charge, RPH, IPGCL. All limbs / links of outsourcing agency shall be subject to requisite security checks. All police verifications for the personnel arranged by bidder / buyer or sub vendor deployed for loading / unloading or transportation shall be arranged by buyer. Any non compliance of this provision shall invite rejection / cancellation of entire agreement or part thereof.

SPECIAL CONDITIONS OF SUPPLY

43. **Source of Fly Ash**

- a) Source of fly ash of the station and its respective location details are given in Clause (10) of 'Instructions to Bidder'.
- b) IPGCL Units of RPH are having pulverized coal fired boiler. The fly ash generated from boiler is collected at its highly efficient electro static precipitators (ESP). The dry ash accumulated at ESP hoppers are evacuated through its dry

ash extraction and collected in silos (situated in plant boundary) for ash generated in ESP Field No. 1 & 2 of both Units / ESP hoppers. For other ESP fields i.e. ESP field No. 3, 4, 5, dry fly ash can be collected through jumbo bags by the user / purchaser. The fly ash shall be collected by buyers / bidders in closed containers only and jumbo bags from ESP hoppers and transported in environment friendly manner.

44. **Scope of Supply**

- a) IPGCL would be in a position to make available fly ash quoted by the bidder subject to: availability, Force Majeure conditions, planned and unplanned outage of thermal units of RPH.
- b) IPGCL reserves the right to supply the quantity not lifted by the Buyer / Bidders to any other party at the sole discretion of IPGCL.

45. **Delivery Point**

- a) IPGCL would allow collection of fly ash from the discharge chute of designated ash Silo chutes of the plant or ESP hoppers which are not having facility of dry ash evacuation.
- b) Fly ash shall be considered to have been delivered as it passes into the Buyer / Bidder's closed vehicle or jumbo bags at the loading point.
- c) RPH: At RPH two ash silos are available for collection of dry fly ash of both the Units – however, ash pumps are installed in first two ESP field hoppers of each flue gas path of the Units. Also, facilities are available in other ESP field hoppers to collect fly ash through jumbo bags by placing these directly under ESP hoppers. Operation and maintenance of the ash pumps, silo system and pneumatic control system, compressed air system including maintenance of auto control circuitry component maintenance / repair and replacement of parts to make the system operative is to be carried out by the Buyer / Bidder. However, the air compressor belonging to IPGCL wet ash disposal system in ash plant shall be maintained by IPGCL. Ash intake valves at the ESP hoppers are to be maintained by the Buyer / Bidder for its daily use purpose.

46. **Quality & Quantity of fly ash**

IPGCL would deliver dry fly ash from ESP fields on 'as available quality & quantity' basis at the plant. IPGCL stands no guarantee for the quality & quantity of ash delivered from ESP hoppers. No dispute or complaint for quality or quantity will be entertained by IPGCL.

47. **Methodology for Pricing**

- a) Price chargeable to Buyer / Bidder shall be the unconditional maximum price quoted in the bids received in Rupees per MT.
- b) All statutory duties / taxes / levies shall be charged extra.

48. **Pollution control**

All possible measures would be taken by buyer to avoid pollution to the satisfaction of the plant officials. Similarly, while transporting, no spillage of Fly Ash or flying of suspended ash particles would be permitted to avoid air pollution. If the process adopted by the buyer is found deficient, IPGCL retains the right to stop the supply forthwith. Violations may attract punitive provisions as per DPCC / Statutory norms.

49. **Authorized person**

A proper authorization in the prescribed format (Format I enclosed) must be presented to Engineer-in-Charge along with Security Deposit, if the party wants to depute an agent / transporter on its behalf.

50. **Payment Terms & Bank Charges**

- a) Delivery shall be made against advance payment in the form of Demand Draft in favour of Indraprastha Power Generation Co. Ltd. payable at New Delhi or / Bank transfer. The amount of advance shall be equivalent to value of one month of off-take quantity.
- b) Buyer / Bidder will be required to deposit the advance payment by 25th of every month for the deliveries of the next month. Deliveries for any month shall be calculated as one twelfth (1/12) of the average yearly fly ash generated during last three years, which is mentioned at the Clause No.2 of the document. The monthly quantity for payment shall be reduced proportionately if generating Unit is scheduled for planned shut down during some number of days.
- c) All bank charges shall be borne by the Buyer / Bidder.

51. **Taxes, duties, levies etc.**

The Bidder shall be liable and responsible for payment of all existing & future 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 actual.

52. **Commencement of off take of fly ash**

Commencement of off take shall be immediately after deposit of payment for pro rata monthly quantity for the days of the calendar month left in the first month & deposit of security deposit.

53. **Weighment for Invoicing**

Fly Ash shall be issued based on actual weighing or net weight of ash loaded in the transporting vehicle. The unladen weight & laden weight of the transporting vehicle at IPGCL Weigh Bridge or a "Dharm Kanta" shall be witnessed jointly by a representative each of (a) IPGCL, the supplier; (b) Buyer, the successful bidder & (c) CISF, the security staff. Weight so recorded shall be considered final. *In case there is any fault in the weight bridge of RPH the truck shall be sent to nearest dharm kanta for weighment. The charges of weighment shall be borne by the contractor. Moreover, as observed that the contractor is bringing the same vehicle for lifting dry fly ash every day the tare weight of that particular truck will be taken only once in a month and same shall apply to the trips made by that vehicles in the complete month.*

54. **Delivery of fly ash**

- a) The fly ash shall be delivered in closed containers / jumbo bags.
- b) Buyer / Bidder should depute his authorized representative to the power stations for co-ordination and taking delivery of fly ash.

55. **Billing**

- a) IPGCL will raise challan on daily basis and invoices on weekly basis and shall deliver to the Buyer / Bidder 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 / Bidder as per Clause 50 (b).
- b) IPGCL has right to suspend the delivery of Fly Ash if advance amount is not available with the IPGCL by the required date and such suspension of delivery shall be to the account of Buyer / Bidder.

56. **Cancellation of allocation for supply of Fly Ash**

The full load collection of fly ash is 700 MT from both units. If the units are on full load and the collection is less than 85% of the allocated quantity during the full load on an average for three consecutive weeks the security deposit shall be forfeited. The allocated quantity shall be limited to 80% of the fly ash available in ESP hoppers.

$$0.34 \times 0.8 \times Q_c (1 - d/7) - q_a$$

Q_c = Total coal quantity of coal fed to coal bunkers during the week

d = Number of days bidder / buyer is asked by IPGCL not to lift the ash due to restriction by Govt. agencies regarding movement of fly ash trucks.

q_a = Quantity of ash allowed by IPGCL to be lifted by other users during the week as per MOEF guidelines.

D.G.M. (C&M)

57. SPECIAL TERMS & CONDITIONS FOR COLLECTION OF FLY ASH AND O&M OF THE SYSTEM FOR COLLECTION OF ASH

The Buyer / Bidder shall execute as follows:

- A. O&M of dry fly ash collection storage system and handling / loading including compressed air system is to be undertaken by the successful bidder / buyer at its cost. Buyer has to ensure that ESP hoppers are emptied promptly & ash level should not be allowed to build up above high ash level alarm in ESP hoppers. Auxiliary power supply for operation shall be provided by IPGCL without any additional cost.
- B. Engineer-in-Charge of the work on behalf of IPGCL will be the DGM (M) of the Station. The decision of the Engr-in-Charge for day to day work will be binding upon the Buyer / Bidder.
- C. I Bond – Successful bidder / buyer will submit Indemnity Bond of the value of Rs.10 lakhs as per the IPGCL format along with the award of letter as a security to bear the expenditure for the damages / loss that may occur during execution on the IPGCL equipment / material / personnel and / or any pending payment in regard to statutory taxes / levies / penalties etc. The dues will be deducted from the security deposit Agreement / Contract and / or the advance Agreement / Contract deposited by the Buyer / Bidder. To continue with the contract / agreement the Buyer / Bidder will have to update the security deposit Agreement / Contract.
- D. Buyer shall arrange all the materials, T&Ps, tools & tackles, jumbo bags / vehicles covered tanker required to collect fly ash along with any other parts to be added for modification to fill the silos, bags / tanker at the outlet of the ash hoppers / silos at the Buyer / Bidder's cost; manpower including safe handling and transporting the collected ash upto the required sites maintaining the standard traffic rules, safety and MOEF / DPCC norms etc. during transportation, filling, handling of the bags / container of fly ash. The collection & transportation of ash from the unit should be directly through bulk (closed) carriers or jumbo bags to the respective user sites on the same day. Further, no place shall be

allocated within the plant to the Buyer / Bidder for the purposes of further packing in small bags or similar works units. Cleaning of the body of the vehicles / its tyres are to be got done regularly.

- E. In case of any taxes, duties, penalties or cess, levies imposed on IPGCL by any of the statutory state govt. authorities due to the effect of the subject work, the same has to be paid / reimbursed to IPGCL by the Buyer / Bidder. (Prior notice will be given about the non-compliance) otherwise the AGREEMENT / CONTRACT may be disallowed without any further notice.
- F. Successful bidder / buyer shall not assign or sublet, without prior written approval from IPGCL, the permission accorded for Fly Ash collection as per AGREEMENT / CONTRACT.
- G. The Buyer / Bidder should also ensure that the bags / containers are to be properly sealed, leak proof and shall not cause disturbances in air / ambient condition during transportation along the road and during ash collection, handling within the plant. "Non-compliance notice" will be served giving a chance to take needful corrective action at the earliest.
IPGCL will be in no way responsible inside or outside the plant; the Buyer / Bidder shall be whole solely responsible for the total execution of the contract; giving necessary information and taking permission from DPCC / MOEF to maintain the statutory fugitive dust emission requirements.
- H. Successful buyer / bidder shall give undertaking that their work will not disturb the plant working condition / maintenance, repairing work. The final layout / equipment, connections etc. for any modification if required will be got done after taking needful permission / clearance from IPGCL's Engr-in-Charge etc. otherwise dismantling / removal of any part / full system may be ordered by IPGCL in the interest of the organization or plant.
- I. The work should be carried out as per the IPGCL norms from the point of entry to the station and during inside of the plant. The work should be carried out with

the safety of the plant, equipment and all the personnel working at site and nearby areas.

- J. Permit to allow collection & transportation of fly ash may be terminated at any time depending on the policy of the govt., the concerned authority and on-going contract shall be reviewed with prior intimation, may be on mutual agreement basis. IPGCL has every right for withdrawal of the contract in the interests, and safety of the station and the company. However, two advance notices may be served intimating to the user / buyer / bidder in this regard.
- K. IPGCL reserves the right to dispose of dry fly ash through wet ash disposal system in the ash pond after ensuring safe operation of plant / safety of plant & bidder / buyer shall have no claim or compensation whatsoever, on this account.
- L. The buyer / bidder shall undertake to act as the principal employer for all labour inputs arranged / engaged by him for all the activities required for the scope of the award letter for fly ash collection & transportation. IPGCL shall not be responsible for any applicable statutory labour laws, minimum wages act and labour welfare rules, ESI, EPF and suitable insurances Compensation Act imposed, pending Tax expenditure liabilities (as applicable the State and Central Govt. rules) on bidder / buyer.
- M. To carry out the work of de-ashing from ash hoppers by successful bidder / buyer for collecting / filling jumbo bags / container tankers, the work can be carried out during permitted period(s) as per instruction of Engr-in-Charge of the station after knowing earlier about the unit / plant position. However, the entry in the premises of the station will be as per the prevailing and permitted rules of CISF manned for IPGCL after maintaining all records / registration etc. as per the normal / usual procedure during going in and out and as per requirement of CISF for carrying out the work as per the contract including during filling up / inspection of the filled up bags etc. Records of material, tools and tackles consumables are to be entered through proper records / entry at the gate for returnable and non-returnable items.

On Independence day / Republic day or any other day during which national dignitary / dignitaries passing through the Ring Road, along and up to ash ponds of IPGCL Stations, traffic movement may be restricted and will not be allowed to move the vehicle with ash on these roads on such days.

- N. Successful bidder / buyer shall coordinate with O&M staff of ash handling system on day to day basis for carrying out the required job and ensure that no work activities, progress is jeopardized due to lack of coordination and misunderstanding etc. and may cause grounding of ESP fields and internal components may get damaged due to fly ash built up to ensure the discharge valve position normally provided in the ash transportation line when there is no filling from the hoppers.
- O. IPGCL shall not give any warranty / guarantee for any quality and quantity of ash availability. Testing of quality of ash is to be carried out by the buyer / bidder at its own cost and responsibility for the quality required for the purpose also lies with him. Generation of the electricity may decrease / increase production of ash depending on availability of the plant / its auxiliaries and hence no claim for quantity / day and availability of ash will be entertained by IPGCL.

P. CONDITIONS OF CONTRACT

The scope of work, terms of payment, taxes wherever applicable, insurance and all other terms & conditions are contained in the IPGCL detailed job order. The AGREEMENT / CONTRACT shall be duly performed by buyer / bidder strictly and in accordance with the terms & conditions of the AGREEMENT / CONTRACT / I-Bond / Job Order.

The buyer / successful bidder shall submit the Indemnity Bond and execute Contract Agreement to IPGCL within seven days of the receipt of award letter but before start of work.

- Q. TIME SCHEDULE: The contract is for a period of one year only. The date of start of this contract shall be from the date of submission of security deposit.

Work under this contract either in full or in part shall not be assigned or, sublet without prior written approval of Engineer-in-Charge of the Station.

R. SETTLEMENT OF DISPUTES: If any dispute or difference of any kind has been arisen between the parties relating to this Agreement shall in the first instance be settled amicably with the intervention of Director (Tech.) within 30 days, failing which the matter shall be resolved through Arbitrator as per Arbitration Clause.

S. ARBITRATION

- a. In the event of any question, dispute or difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the sole arbitrator, the MD of the IPGCL, or to a person appointed by him for the purpose. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996. The final decision of arbitrator shall be acceptable to buyer without any pre conditions / reservations.
- b. It will be no objection that the Arbitrator is an interested person and / or that he had to deal with the matter to which the contract relates and / or in the course of his duties he has expressed any view on any matter in dispute or difference. The award of arbitrator shall be final and binding.
- c. In the event of Arbitrator dying, neglecting, resigning or being unable to act for any reason or his award being set aside by the court for any reason, it will be lawful for the MD of IPGCL to appoint another Arbitrator in place of the outgoing Arbitrator.
- d. The Arbitrator may from time-to-time, with the consent of all parties, extend the time in making the award.
- e. The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The Arbitration shall be conducted at New Delhi.
- f. Notwithstanding any dispute between the parties, the Buyer / Bidder shall not be entitled to withhold, delay or carry out, strictly in accordance with the terms & conditions of the contract.

- g. In the event of disputes or differences arising between the Public Sector Enterprises and a Govt., the provision of BPE office Memorandum No. BPE / GL-001 / 76 / MAN / 2110-75-BPE (GML-1) dt. 1st January 1976 shall be applicable. The Arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.
- T. CHANGE OF ARBITRATOR: In the event of the Sole Arbitrator dying, neglecting or refusing to act or being unable to act for any reason, it shall be lawfull for the Parties to the Dispute to appoint another person in place of the outgoing Arbitrator in the same manner to act as Sole Arbitrator as aforesaid to act as Sole Arbitrator and to proceed with the arbitration proceedings in terms of the provisions of the Arbitration & Conciliation Act, 1996.
- U. Notwithstanding any dispute between the parties pending for arbitration before the Sole Arbitrator, the Supplier shall not be entitled to withhold, delay or defer his obligation under the contract and the same shall be carried out strictly in accordance with the terms and conditions of the contract.
- V. GOVERNING LAW AND JURISDICTION: This Agreement shall be governed by and construed in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction in all matters under this contract.
- W. CHANGE IN LAW: If any Party is informed of any change in laws of India, the observance of which is mandatory for one or all parties, non-compliance of which would amount to a material breach of this Agreement, such Party shall immediately notify the other Party and the Party whose performance would be affected thereby shall immediately propose an amendment of this Agreement. Following any such actions, the Parties shall negotiate in good faith new provisions that, as far as legally possible, most nearly reflect the intent of the Parties and that restore this Agreement as early as possible to its original intent and effect. If such an amendment is not mutually agreed upon after due negotiation within 60 days after such notice, this Agreement may be terminated by any Party by notice to the other Party.
- X. PARTIAL INVALIDATION: If by virtue of any Law / Statute / Order / Decision / Judgment of any Court or other Tribunal of competent jurisdiction, any provision of this Agreement is declared invalid or unenforceable it shall not affect the validity or enforceability of the reminder of this agreement and the remaining terms of this agreement shall remain in full force and effect.

Y. FORCE MAJEURE: Where impossibility of performance is partial, the said Party shall not be relieved of the performance of that part which is not so rendered impossible.

Z. NOTICE OF DEFAULT: Notice of default given by either party to the other party under the Agreement shall be in writing and shall deem to have been duly and properly served upon the parties.

AA. The buyer / bidder at their own cost throughout the contract period will maintain / repair / replace the parts needed for smooth & continuous operation as required by them as ash evacuation system / plant, pneumatic system meant for silo, the main gate valve provided at the ESP hoppers etc. for direct collection of dry fly ash through jumbo bags (in case of need). Overall O&M staff is to be provided as per the required shift to run the silo / ash evacuation system etc. during collection of fly ash through ash collection system or directly through silos.

BB. *Cleaning of Site:*

a) The contractor has to keep the site clean by regular washing and sweeping and sweeping the dry fly ash collection area.

b) The contractor has to take all precaution that there is no leakage of dry ash from the ash laden vehicle.

c) After the vehicle leave the station, the water may be sprayed in the path upto the gate so that if any dry fly ash has leakage same way be washed.

SPECIAL NOTE

IN CASE THE TERMS & CONDITIONS ARE NOT FOLLOWED OR ANY INDISCIPLINE IS FOUND DURING CARRYING OUT THE WORK, DISTURBING SMOOTH RUNNING OF THE PLANT, IPGCL RESERVES THE RIGHT TO TERMINATE THE AGREEMENT AT ANY TIME DURING THE CURRENCY OF THE CONTRACT BY SERVING A WEEK'S NOTICE.

(On Bidders' Letter Head)

**BID PRICE SCHEDULE FOR COLLECTION OF FLY ASH FROM ESP FIELD
HOPPERS**

Duration of Contract - One Year

Name of Station Rajghat Power House, New Delhi

Bidder's offer Ref. No. Date.....

Rupees
..... Per metric tonne of fly ash.

Note:

1. Bidders may quote the rate in Rs. per MT in (figures & words) **above Rs.353/- per MT** for the period of contract. The quoted price shall be unconditional. In case of conditional rates, the bids shall be liable for rejection.
2. Applicable taxes shall be extra.
3. The quoted price shall remain firm for the entire quantity of fly ash generated during the contract period.

(Name & Signature of Bidder)

(On Bidders' Letter Head)

Annexure B

STATEMENT OF DEVIATIONS / EXCLUSIONS

Bidder's Offer Ref. No.

Date

IPGCL Tender No.

To,
D.G.M. (C&M)
I.P.G.C.L.

Dear Sir,

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

Date: _____

Signature _____

Place: _____

Name _____

Designation _____

Common Seal or stamp _____

Annexure C

IPGCL BID SCHEDULE FOR COLLECTION OF FLY ASH FROM RPH

CHECK LIST FOR SUBMISSION ALONG WITH DOCUMENTS

Name of Bidder:

Address:

| S.No. | Description of Check points | YES / NO | Remarks |
|-------|--|----------|---------|
| 1. | Submitted documents related to Qualification requirements & turnover details supporting your eligibility, complete in all respects, copy of current ITCC | | |
| 2. | Whether submitted Tender fee & Bid Security / EMD of required value as per requirement of the bid document | | |
| 3. | Whether the bidder has signed all the pages of the bid with seal / stamp | | |

Date:

(Name & Signature of Bidder)

(On official Letter Head of the Buyer/Bidder)

Annexure D

To,
I.P.G.C.L.

Date:

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 RPH, New Delhi 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. We will be providing quantity (in tonnage) of collected ash during a month by indicated quantum of utilization, product wise, every fortnight of the next month for your information / appraisal of MoEF (GOI) / CEA / DPCC / Min. of Env. (GNCTD).

Thanking you,

(Signature of authorized person)

(Name & Designation)

(Seal or stamp of Company)

INDRAPRASTHA POWER GENERATION CO. LTD.

**GENERAL DESCRIPTION OF THE EXISTING SYSTEM OF DRY FLY ASH
EVACUATION AT RPH & ITS MODIFICATION TO BE DONE BY THE BIDDER**

Description of General Arrangement

Rajghat Power House, New Delhi is having coal based 2 x 67.5 MW Units. It has pulverized coal boilers. There are five ESP fields in each path and two paths / Units along the flue gas paths, thus, in one unit there are ten fields. Each field has got two hoppers. Hence, there are twenty ESP hoppers at one unit of RPH.

The Pneumatic dry fly ash Conveying System (PDFACS) is provided in the first two fields of ESP hoppers of both the Units to transport the same to a storage silo situated in the plant premises. There are two dry ash storage sites.

This system works on dense phase pneumatic technique. The system details – schematic is shown in drg. enclosed and the system is comprised of following:

Fly Ash feed hoppers (ESP hoppers), Fly Ash Pump, Compressor and Associated auxiliaries, Compressor air circuit, Fly Ash Convey lines, Storage Silo and its auxiliaries and Electrical Controls & Instrumentation.

The bottom of the ESP hoppers is connected to the delivery pipe of the hydrovac system through a fly ash intake valve. A chute with a side tapping at the ESP hopper has been provided for flow of fly ash into the fly ash pump from hopper.

Two level Switches are installed in the ESP hopper – one for ash level high and other for ash level low when the Ash level becomes low as sensed by the bottom level switch, it trips the fly ash pump. Once the ash level builds above this level probe the fly ash pump comes into operation. When the ash level builds up above the top level switch (Ash level High) an alarm is annunciated at the Operator's desk for taking appropriate action to protect from grounding of the ESP field.

The heart of the PDFAC System is the fly ash Pump which works on blow tank principle. The Pump works on batch mode with bottom discharge arrangement. The driving force (transport medium) is the compressed air which is supplied by exclusive compressor.

There are in total eight such pumps for each unit covering the eight hoppers in the first two fields of the ESP hopper.

The fly ash pump is basically a pressure vessel which receives fly ash from ESP hopper. The vessel is then pressurized using compressed air.

The bulk material fly ash is then conveyed to a storage silo by the energy of expanding compressed air over long pipeline in batches.

The fly ash convey line starts from the bottom of the fly ash pump and terminates at the dump box which is located on top of the storage silo. The fly ash convey lines carry the fly ash from the fly ash pump and dump it into storage silo using compressed air as the transport medium. The fly ash in the line is conveyed in dense phase form.

The fly ash lines are running independently from each pump up to the silo. There are totally sixteen lines laid from the Ash pumps up to the storage silo. The size of the line is Nb 80 mm.

The termination of fly ash convey lines are so selected that the fly ash can be collected in any of the two existing silos. Necessary spool piece pipe lengths for manual changeover have been provided. At any instance it is possible all the 16 fly ash lines to silo 2 or 8 lines to silo 1 and balance 8 lines to silo 2 at the discretion of the operator.

The fly ash evacuated from the ESP hoppers is transported to the storage silo situated at a far away location. There are two storage silos already existing with 200 tonne capacity each. This is a RCC silo with flat bottom arrangement. The bin top filter on top of the silo is made use of for fly ash / air separation.

Electrical, Controls and Instrumentation

Electrical

The total power to the PDFAC system is derived from a LTMCC. The details of LTMCC are furnished in TAB I. All LT motor drives are powered from the LTMCC. The tripping circuits of MCC are operated through reliable power supply viz. 240 VDC. Necessary control power 110 VAC 50 Hz and auxiliary power 230 VAC 50 Hz for PDFAC system is also derived from the LT MCC through control transformers.

Controls & Instrumentation

The PDFAC system is totally automated. The system can be operated through Relay Logic. The total system operation is governed and executed by Relay Logic Panel and Pneumatic Cabinet Level switches. Pressure switches and limit switches feed the necessary system inputs to the Relay logic control. The control outputs drive the directional control valves (solenoid valves) to operate the pneumatic actuator. All valves are driven by pneumatic, double acting actuators. Necessary gadgets have been added for operator's guidance during the automatic operation of the Fly ash pump. Mimic on the front of the Relay logic panel serves as an operator interface for monitoring the system status at any point of time. Abnormal conditions are annunciated at the control room. Necessary interlocks have been built up in the operational logic for reliable trouble free operation.

Existing arrangement for collection of fly ash from ESP fields No. 3, 4 & 5 of both Units of RPH

A tapping has been taken from each ESP hopper of field No. 3, 4 & 5 and has a manual valve to start & stop the ash collection. Presently ash collection through jumbo bags is possible.

Format
INDEMNITY BOND

This Indemnity Bond valued at Rs.10 lakh is made on this _____ day of _____ by _____ having its registered office at _____ (hereinafter called the "Buyer / Bidder") which expression shall include its successors, executors & assigns in favour of M/s Indraprastha Power Generation Co. Ltd. having its registered office at Himadri, Rajghat Power House Office Complex, New Delhi – 110 002 (hereinafter called "Supplier") which expression shall include its successors, executors & assigns.

WHEREAS Supplier has given award for collection of fly ash from ESP Hoppers / Silo of IPGCL Thermal Power Plant (Rajghat Power House) with offer letter No. _____ dated _____ in reply to the tender No. _____ received from the buyer / bidder _____ for collecting and handling fly ash directly from ESP Hoppers / Silo, valid for the agreement / contract period mentioned in the job order placed by Supplier.

AND WHEREAS the buyer / bidder _____ has agreed to abide by all terms & conditions as stipulated in the IPGCL job order No. _____ dated _____ placed _____ by IPGCL for collecting and transporting fly ash from ESP Hoppers / Silo unit-wise from RPH.

AND WHEREAS, the buyer / bidder has agreed to indemnify IPGCL, the Supplier, as under:

We, M/s _____ shall carry out the collection of fly ash from RPH of IPGCL on the terms & conditions contained in the detailed Job Order No. _____ dated _____ and the documents referred to therein including terms & conditions stated in the agreement.

AND WHEREAS Supplier has awarded to the buyer / bidder a contract for collection of dry fly ash vide its job order letter No. _____ (hereinafter called Agreement / Contract) in terms of which IPGCL, the Supplier will

allow collection of fly ash to buyer / bidder for the purpose of performance of the agreement / contract.

Now, therefore, this Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipments pertaining to RPH ash handling as mentioned in the Agreement / Contract to be handed over to the buyer / bidder for the purpose of performance of the contract / job order, the buyer / bidder hereby undertakes to indemnify and shall keep IPGCL indemnified, for the full value of the equipments. Further, the buyer / bidder agrees to acknowledge receipt of the equipment as required by IPGCL as integral parts of this Bond. It is expressly understood by the Buyer / Bidder that handing over of the said Equipments duly endorsed by IPGCL in favour of the Buyer shall be construed as handing over the Equipments purported to be covered by such title documents and the buyer / bidder shall hold such Equipment in trust as a Trustee for and on behalf of IPGCL during contract period.
2. That the buyer / bidder is obliged and shall remain absolutely responsible for the safe transit / protection and custody of the Equipments at IPGCL project site against all risks whatsoever till the Equipments are duly used erected in accordance with all terms of the contract and plant / package duly erected and commissioned in accordance with the terms of the contract and plant / package duly erected and commissioned in accordance with the terms of the contract is taken over by IPGCL. The buyer / bidder undertakes to keep IPGCL harmless against any loss or damage that may be caused to the Equipments.
3. The buyer / bidder undertakes that the equipments shall be used exclusively for the performance / execution of the contract strictly in accordance with its terms & conditions and no part of the equipments shall be utilized for any other work or purpose whatsoever. It is clearly understood by the buyer / bidder that non observance of the obligations under this Indemnity Bond by the buyer / bidder shall inter-alia constitute a criminal breach of trust on the part of the buyer / bidder for all intents and purposes, including legal / penal consequences.
4. That Equipments of IPGCL are and shall remain free from all encumbrances, charges or liens of any kind whatsoever. The Equipments shall at all times be open to inspection and checking by Engineer-in-Charge of IPGCL. The Engineer-in-Charge of IPGCL shall always be free to take possession of the equipments in whatever form the equipments may be, if in his opinion, the equipments are likely to be endangered, mis-utilized or converted to uses other than those specified in the contract, by any acts of omission or commission on the part of the buyer / bidder or any other person or on account of any reason whatsoever and the buyer / bidder binds itself and undertakes to comply with the direction or demand of IPGCL to return the equipment without any demur or direction or demand or reservation.
5. The buyer shall indemnify IPGCL against the incidental charges / claims / penalties / compensations / damages payable to workmen / employee of

contractor / person engaged by him or his company, caused due to any incident / accident at worksite / plant or due to compliance of statutory provisions / Act / Labour Rules / Safety norms / DPCC norms in force.

6. The buyer shall indemnify IPGCL against any penalty attracted from any statutory authority due to any action of contractor / workforce.
7. That this Indemnity Bond is irrevocable. If at any time, any loss or damage occurs to the equipments or any part thereof is mis-utilized in any manner whatsoever, then the buyer / bidder hereby agrees that the decision of the engineer in charge / engineer of the IPGCL as to assessment of loss or damage to the equipment shall be final and binding on the buyer / bidder. The buyer / bidder binds itself and undertakes to replace the lost and / or damaged equipment at its own or pay for the remedy that may be available to IPGCL against the buyer / bidder under the contract and under this Indemnity Bond.
8. Now, the condition of this Bond is that if the Buyer / bidder shall duly and punctually comply with the terms & conditions of this bond to the satisfaction of IPGCL, then the above bond shall be void, but otherwise, it shall remain in full force and virtue.

The buyer / bidder has specially noted down the terms & conditions & clauses of the NIT / job order / agreement / I-Bond to comply and abide by Statutory Acts. In non-compliance of any terms & conditions, as well as avoiding the Statutory acts to bear all the responsibilities and / or expenditure, penalties levied by the statutory body / bodies of the Govt. and IPGCL. The buyer / bidder has agreed and indemnify to act and abide / execute upto the satisfaction of IPGCL.

9. Penalty

The Buyer / Bidder shall be liable to pay if there is any damage and loss to the plant / men taking place during ash evacuation work. Buyer shall be liable to pay penalties / compensation as called for under the prevalent statutes / Acts / DPCC norms.

10. Labour Regulation and Liabilities

The Buyer / Bidder shall comply with all the labour laws applicable, pay wages, compensation, contribution in respect of its employees and its sub-buyer / bidders if any under the Payment of Wages Act, 1935, revised up to date, Contract Labour (Regulation and Abolition) Act, 1970, revised up to date, Minimum Wages Act, 1948, including up to date amendments, EPF / GPF & ESI payments towards Buyer / Bidder / its sub-Buyer / Bidders employees (if any) liable to pay by any other Govt. / Statutory laws which may be directed to the Supplier (IPGCL). The Buyer / Bidder irrevocably undertakes through Indemnity Bond and AGREEMENT / CONTRACT to reimburse the same to the Supplier. The buyer / bidder agrees to pay to the Supplier (IPGCL) the sum or sums as may be due to the Supplier for the services, materials, and requirements if any provided by the Supplier to the

Buyer / Bidder till the execution of the work time period as permitted through AGREEMENT / CONTRACT / Permission Letter and such other sum or sums as may become payable to the Supplier (IPGCL) as per the terms & conditions of AGREEMENT / CONTRACT. Indemnity Bond express or implied and such payments shall be made by the buyer / bidder to the owner (IPGCL).

11. Arbitration

- a) In the event of any question, dispute or difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the sole arbitrator, the MD of the IPGCL, or to a person appointed by him for the purpose. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996. The final decision of arbitrator shall be acceptable to buyer without any pre conditions / reservations.
- b) It will be no objection that the Arbitrator is an interested person and / or that he had to deal with the matter to which the contract relates and / or in the course of his duties he has expressed any view on any matter in dispute or difference. The award of arbitrator shall be final and binding.
- c) In the event of Arbitrator dying, neglecting, resigning or being unable to act for any reason or his award being set aside by the court for any reason, it will be lawful for the MD of IPGCL to appoint another Arbitrator in place of the outgoing Arbitrator.
- d) The Arbitrator may from time-to-time, with the consent of all parties, extend the time in making the award.
- e) The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The Arbitration shall be conducted at New Delhi.
- f) Notwithstanding any dispute between the parties, the Buyer / Bidder shall not be entitled to withhold, delay or carry out, strictly in accordance with the terms & conditions of the contract.
- g) In the event of disputes or differences arising between the Public Sector Enterprises and a Govt., the provision of BPE office Memorandum No. BPE / GL-001 / 76 / MAN / 2110-75-BPE (GML-1) dt. 1st January 1976 shall be applicable. The Arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.

12. Jurisdiction

The Courts at Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

13. Notice

Subject to any provisions in the contract documents to the contrary any notice, order or communication sought to be served by the Buyer / Bidder on IPGCL with reference to the contract shall be deemed to have been sufficiently served upon IPGCL – (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Post acknowledgement due at the postal address given in the General Conditions

of the Contract. Without prejudice to any other mode of service provided for in the contract document or otherwise available to the Supplier, any notice, order or other communications sought to be served by the Supplier on the Buyer / Bidder with reference to the contract, shall be deemed to have been sufficiently served, if delivered by hand or through registered post acknowledgement due, to the office of Buyer / Bidder.

14. Security Deposit

The damage of any equipment handed over to the buyer for smooth O&M of the ash handling / silo system will be adjusted from the security deposit paid by the buyer / bidder on account of collection of fly ash or in case of non-payment towards penalty for not following / providing PPEs for the safety of the personnel etc. The security deposit is to be updated by the buyer / bidder as early as possible such that agreement between the buyer and the supplier can be continued. No interest will be paid on security deposit.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed those presents (execution), where offer has been approved by the competent authorities of both the parties on the day, month and year as mentioned above in DELHI / NEW DELHI.

Prescribed Format for Proper Authorisation

To Whom It May Concern:

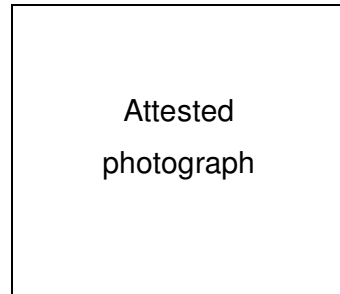
This is to certify that Shri of M/s
..... of city
has been authorized as our representative / handling agent for dealing with all matters
relating to the Fly Ash supplies from IPGCL plant RPH, New Delhi. His attested
signature and photograph is appended below.

Yours faithfully,

Attested signature of Shri Of M/s

Signature

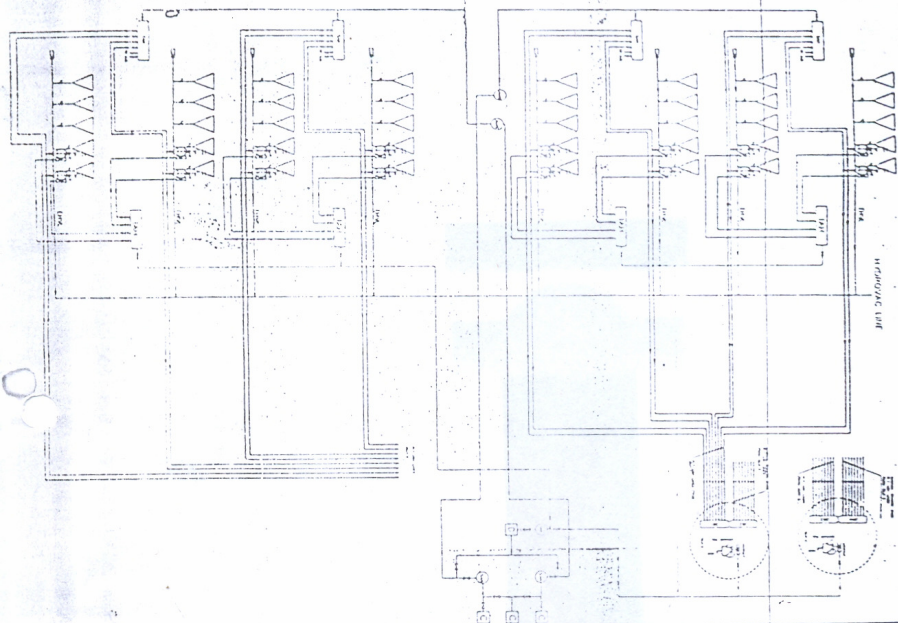
Attested signature



Signature of the party
(Name, Designation)

Seal office

Area of V-13



11

ANNEX
Page 5 of 6

| SYMBOL | LEGEND |
|---------------------------------------|------------------|
| (Symbol: Circle with diagonal line) | IN AIR PIPE |
| (Symbol: Circle with horizontal line) | OUT AIR PIPE |
| (Symbol: Circle with vertical line) | NOISE TEST VALVE |
| (Symbol: Circle with 'X') | NOISE TEST VALVE |
| (Symbol: Circle with 'O') | NOISE TEST VALVE |
| (Symbol: Circle with 'V') | NOISE TEST VALVE |
| (Symbol: Circle with 'A') | NOISE TEST VALVE |
| (Symbol: Circle with 'S') | NOISE TEST VALVE |
| (Symbol: Circle with 'C') | NOISE TEST VALVE |
| (Symbol: Circle with 'M') | NOISE TEST VALVE |
| (Symbol: Circle with 'I') | NOISE TEST VALVE |
| (Symbol: Circle with 'E') | NOISE TEST VALVE |
| (Symbol: Circle with 'R') | NOISE TEST VALVE |
| (Symbol: Circle with 'N') | NOISE TEST VALVE |
| (Symbol: Circle with 'D') | NOISE TEST VALVE |
| (Symbol: Circle with 'U') | NOISE TEST VALVE |
| (Symbol: Circle with 'G') | NOISE TEST VALVE |
| (Symbol: Circle with 'F') | NOISE TEST VALVE |
| (Symbol: Circle with 'Y') | NOISE TEST VALVE |
| (Symbol: Circle with 'L') | NOISE TEST VALVE |
| (Symbol: Circle with 'K') | NOISE TEST VALVE |
| (Symbol: Circle with 'J') | NOISE TEST VALVE |
| (Symbol: Circle with 'H') | NOISE TEST VALVE |
| (Symbol: Circle with 'G') | NOISE TEST VALVE |
| (Symbol: Circle with 'F') | NOISE TEST VALVE |
| (Symbol: Circle with 'E') | NOISE TEST VALVE |
| (Symbol: Circle with 'D') | NOISE TEST VALVE |
| (Symbol: Circle with 'C') | NOISE TEST VALVE |
| (Symbol: Circle with 'B') | NOISE TEST VALVE |
| (Symbol: Circle with 'A') | NOISE TEST VALVE |

(On non judicial stamp paper of appropriate value)

PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

Ref:

To,
Indraprastha Power Generation Company Ltd.

Rajghat power House Complex,
New Delhi- 110 002

Dear Sirs,

In accordance with your Notice Inviting Tender for _____
_____ under your specification No. _____
Dt _____ M/s _____ (hereinafter called the Tenderer) with
following directors on their Board of Directors/ Partners of firm:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Whereas to participate in the said tender for the following:

1. _____
2. _____
3. _____

Whereas it is a condition in the tender documents that the tenderer has to deposit Earnest Money with respect to the tender with Indraprastha Power Generation Company (hereinafter referred to as Company) amounting to Rs. _____ and tenderer in lieu of EMD can submit Bank Guarantee from a nationalized bank irrevocable and operative till _____ days after the validity of the offer (i.e 210 days from the date of opening of tender) for the like amount which is likely to be forfeited on the happening of contingencies mentioned in the tender documents.)

And whereas the tenderer desires to secure exemption from deposit of Earnest Money and has offered to furnish a Bank Guarantee for a sum of Rs. _____ to the Company for Earnest Money.

Now, therefore, we the _____ Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1969 and branch office at - _____ (hereinafter referred to as the Bank) do hereby undertake and agree to pay on demand in writing by the Indraprastha Power Generation Company Ltd. without any demur, reservation or recourse.

We, the aforesaid bank further agree that the Company shall be the sole judge of and as to whether the tenderer has committed any breach or breaches of any of the terms, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account of thereof to the extent of the Earnest Money required to be deposited by the Tenderer in respect of the said Tender Document and the decision of the Company that the Tenderer has committed such breach or

breaches and as to the amount or amounts of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company shall be final and binding on us.

We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Company and change in the constitution, liquidation or dissolution of the tenderer, shall not effect our liability guaranteed herein, it is further declared that it shall not be necessary for the Company to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Company may have obtained or shall obtain from the contractor at the time when proceedings are taken against the Bank for whatever amount may be outstanding or unrealised under the Guarantee.

The right of the Company to recover the said amount of Rs _____ (Rupees _____) from us in manner aforesaid will not be effected due to dispute have been raised by the said M/S _____ (Tenderer and / or dispute or disputes are pending before any authority, officer, tribunal _____ arbitrator (s) etc.

Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and our guarantee shall remain inforce upto _____ and unless a demand or claim under the guarantee is made on us in writing within three months after the aforesaid date i.e. on or before the _____ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Bank's common seal) _____

Witness With full name & Address)

(1) _____

(2) _____

Authority No.