



Expression of Interest (EOI)
For
Expression of interest for transportation of ash from Ash
Pond/SILO (OPGC Plant) within 0-100 Kms..





ODISHA POWER GENERATION CORPORATION LIMITED
(A Government of Odisha undertaking)
AT-IB THERMAL POWER STATION, PO: BANAHARPALI, DIST: JHARSUGUDA,
ODISHA-768234
Phone no: (Land Line No. 06645-289232/221/355/356/245)

NOTICE INVITING TENDER: ITPS/CC-22/2024-25/09, Date: 26/11/2024

Expression of Interest

Sub: Expression of interest for transportation of ash from Ash Pond/SILO (OPGC Plant) within 0-100 Kms.

OPGC invites Expression of interest (EOI) for different distance within (0-100 KM) rate slabs. Interested bidders/transporters/contractors willing to transport ash from Ash Pond/Silo within 0-100 Kms in the mentioned slabs are requested to give their willingness/consent by 30.11.2024 along with their credential, company profile and details of transporting vehicle in their possession.

The detailed EOI along with Terms and Conditions are available for download at OPGC website at www.opgc.co.in. Addenda/Corrigenda/ Extensions, if any, will be notified on the OPGC website only and will not be published in any other media. Interested companies or entities may visit OPGC website for the EOI timeline and other details.

DETAILED INVITATION FOR EXPRESSION OF INTEREST (EOI) FOR TRANSPORTATION OF ASH FROM ASH POND/SILO (OPGC PLANT) WITHIN 0-100 KMS TO DESIGNATED LOW-LYING AREAS, QUARRIES, NHAI AND STATE HIGHWAY PROJECTS AND VARIOUS INFRASTRUCTURE PROJECTS

1.0 INTRODUCTION

OPGC Phase-I is a 2 x 210 MW sub-critical and OPGC Phase-II is a 2 x 660 MW supercritical power plant located at IB Thermal Power station, Banharpali, Jharsuguda, Odisha, India. The total capacity of station is 1740 MW.

2.0 INTENT OF THE EXPRESSION OF INTEREST (EOI)

IB thermal power station, OPGC, Banharpali, Jharsuguda, ODISHA invites “Expression of Interest (EOI)” for assessing the market response for transportation of ash from Ash Pond/SILO (OPGC Plant) within 0-100 Kms as per the slab rates mentioned below.

Transportation of ash by road mode in environment friendly manner as per FARC, CPCB & OSPCB guidelines”		
S/N	Distance in KM	Ash Transportation+ Excavation & Loading of Pond ash + Watering & Compaction (Rate/Cum)
Rate/Cum (Ash pond-off take) in INR		
1	0-10	219.70
2	11-20	309.80
3	21-30	374.80
4	31-40	426.20
5	41-50	461.40
6	51-60	490.10
7	61-70	556.60
8	71-80	619.50
9	81-90	688.40
10	91-100	714.60
S/N	Distance in KM	Ash Transporation + (watering & Compaction/1.2) (Rate/Tonne)
Rate/Tonne (Ash Silo -off take)in INR		
1	0-10	174.80
2	11-20	249.80
3	21-30	319.80
4	31-40	370.63
5	41-50	399.63

6	51-60	430.13
7	61-70	494.63
8	71-80	565.63
9	81-90	625.50
10	91-100	650.90

- 1) Volume capping is 1MT.
- 2) The other prices is as follow:
 - a) Rs. 30 per CUM for Watering & Compaction
 - b) Rs. 30 per Sqm for Area preparation and Lining of the void/quarry
 - c) Rs. 215.00 Cum for Capping of the ash filled area by soil (360 mm).

1.0 SCOPE OF THE EXPRESSION OF INTEREST (EOI)

Transportation of ash by road mode in environment friendly manner as per FARC, CPCB & OSPCB guidelines to designated low-lying areas, quarries, NHAI and state highway projects and various infrastructure projects

2.0 TERMS AND CONDITIONS OF THE EXPRESSION OF INTEREST (EOI)

1. Toll Charges:
 - Actual toll charges will be reimbursed based on production of toll slips or monthly certification of the toll agency.
2. Diesel Escalation/De-escalation

To be consider only after 1 (one) year after contract period and at that time is price fluctuation is greater than 5% of the base value (Price of diesel/liter at the time of award of contract)

 - Diesel escalation/de-escalation charges will be determined based on the methodology used by major power plants in the area.

Methodology of Power companies:

$$Ra=(Rc-Rb/Rb)*0.25*Re$$

Ra= Additional Price

Rc= Current Diesel Price

Rb= Base Diesel Price

Re= Existing rate for the particular slab in which order is placed.

0.25= Maximum percentage of price variation.

Final rate will be= Ra+Re

3. Transportation and excavation of ash from Tilia and the old ash pond. Volumetric analysis will be done as per volume of the excavated pit in the ash pond. During monsoon 70% of the dallah volume shall be considered. However care will be taken that as far as possible pit volume excavated is considered for billing.

4. For ash lifting from Tilia Ash Pond, the approach road will be the road adjacent to the boundary of Ind. Bharat. It is pertinent here to mention that already hyva trucks are deployed at ash pond for height raising work so there will be no issue in approach. However if the vendor wants, he can inspect approach for his own satisfaction before submitting the price bid.
5. It is advisable to deploy 12 wheelers only in ash pond ash lifting in the beginning, later as per site condition 14/16 wheelers can be deployed. Further it is clarified that 18 wheelers should not be used in ash pond due to safety issues of the hyva and stability of ash pond.
6. Since, Weigh Bridge is not available at ash pond, only volumetric analysis will be done for ash transportation from ash ponds.
7. Measurement:
 - a) Only CUM (Cubic meter) will be the unit that will be considered for ash lifting from ash pond.
 - b) Measurement will be done on monthly basis for monthly billing. However, if pit is filled up with water an area adjacent to the pit excavated will be allotted, in worst case scenario, dallah 70% volume will be considered.
 - c) For silo loading & transportation, MT will be the unit (MT stands for Metric Ton=1000 Kg)
8. Non-Performance and Consequences
 - a) Performance Requirement: The vendor agrees to execute the work as specified in the work order within the agreed timeframe and at the contractually agreed price.
 - b) Non-Performance: If the vendor is unable to complete the work within the agreed price and timeframe as specified in the contract, the vendor shall be subject to penalties as outlined below.
 - c) Consequences of Non-Performance: In the event of non-performance, the Contractor may face one or more of the following actions in accordance with the OPGC Banning/Suspension/Withholding Policy:
 - Banning
 - Suspension
 - Withholding
 - d) Policy Reference: The vendor acknowledges that the Banning/ Suspension/ Withholding actions will be implemented according to the OPGC Banning/ Suspension/ Withholding Policy, a copy of which is available upon request.

9. Working Hours: 12 hours working will be allowed for ash lifting from ash ponds. However, temporary lighting arrangement will be done by OPGC for 1 to 2 hours period daily (During evening)
10. At the time of applying for issuance of gate pass following documents required:
 - a) Aadhaar Card of person
 - b) Form 30 & Form 31-A
 - c) ESIC/WC/GPA
11. Prior to commencing any work under this agreement, the vendor shall obtain a Group Insurance Policy that covers employment-related accidental benefits for all personnel involved in the project. The vendor is required to provide a copy of this policy to the Engineer-in-Charge before the initiation of the work.
12. The area opposite to the mango orchard, situated near the Ash Pond A/B/C complex, covering an approximate area of 6 acres, shall be designated and allotted for the purpose of parking. The parties agree that the area will be used solely for parking purposes and shall be maintained in a manner that ensures safety, accessibility, and compliance with any relevant regulatory standards.
13. The Vendor agrees to enter into an agreement with OPGC for the transportation of ash in an environmentally friendly manner. This transportation shall comply with all applicable guidelines and regulations, including those set forth by the FARC (Fly Ash Resource Centre), CPCB (Central Pollution Control Board), and OSPCCB (Odisha State Pollution Control Board). The terms and conditions of this agreement shall ensure adherence to these environmental standards throughout the duration of the contract. Loading of dry fly ash will be made available by OPGC as is and where is basis; from the Silo inside plant at ITPS, Banharpali.
14. Fly Ash Loading: Odisha Power Generation Corporation (OPGC) agrees to make dry fly ash available to the working agencies on an "as is and where is" basis. The loading of dry fly ash shall take place from the Silo located inside the ITPS plant at Banharpali. All risks, responsibilities, and costs related to loading and removal of the ash shall be borne by the working agencies.
15. Pond Ash Loading: Similarly, OPGC agrees to make pond ash available to the working agencies on an "as is and where is" basis at the Ash Pond. The working agencies shall be solely responsible for the arrangement of loading and transportation of the ash from the Ash Pond, including all associated costs and liabilities.
16. Mode of Loading and Transportation: The working agencies must clearly specify the mode of loading and transportation of the ash, ensuring compliance with any regulatory and safety standards. OPGC shall not be held responsible for any failure in the transportation arrangements or related logistics by the working agencies.

17. Covering of Trucks is covered under the scope of vendor. All trucks used for the transportation of ash must be properly covered with tarpaulin to prevent spillage and minimize environmental impact during transit.
18. Regulatory Compliance: All activities related to the transportation of ash must be carried out in strict adherence to the guidelines set forth by the Fly Ash Regulatory Committee (FARC), the Central Pollution Control Board (CPCB), and the Odisha State Pollution Control Board (OSPCB). Compliance with all applicable environmental regulations is mandatory.
19. Adherence to EHS Regulations: All work associated with ash loading and transportation shall be executed in full compliance with the Environmental, Health, and Safety (EHS) rules and regulations established by OPGC. The working agencies are responsible for ensuring the safety of their operations and workers.
20. Liaising with Government and Local Authorities: All necessary liaising activities with government offices, statutory bodies, and local villagers will be the sole responsibility of the working agency. The agency must ensure that all requisite permissions and approvals are obtained and maintained, and that the concerns of local communities are addressed appropriately.

2.0 RESPONSIBILITY/OBLIGATIONS/UNDERTAKINGS OF THE VENDOR

- 2.1 The Vehicles deployed by the Vendor should be owned by the Vendor. In case, the Vendor deploys/uses hired Vehicles not belonging to the Vendor, it shall not absolve the Vendor from any of its obligations under this Contract or mitigate the liabilities arising out of the breach of the conditions implied or expressed herein and the Vendor shall continue to be primarily and solely responsible for performance of obligations under this Contract. It is expressly understood that no relationship whatsoever exists or shall come into existence between OPGC and any third party consequent to any Contract or Understanding or otherwise between the Vendor and any third party.
- 2.2 The vehicle fleet used in transportation of fly ash should be in perfect and fit condition and shall have at all times valid Registration Certificates, Certificate of Fitness, Insurance, Pollution Certificate, permits etc. as prescribed under the Motor Vehicles Act, 1988 and the Laws made there under as may be required for operating the motor vehicles. Further, the drivers/operators shall be holding valid driving license/operator license issued by the appropriate authority for driving/usage of such Vehicles.
- 2.3 To always comply with OPGC Health, Safety and Environment policy and procedures including Hazard Identification & Risk Assessment (HIRA) and Job Safety analysis (JSA); which are enclosed as part of this contract as annexure B & C.
- 2.4 Not to hold OPGC and/or its Officer(s) liable for death, injury or accident or any compensation relating thereto, for any reasons, whatsoever, in respect of any of its Workmen/Employee or other persons engaged by it.

- 2.5 The Vendor shall at all times be solely liable and responsible for any loss or damage caused to any property or any building, plant and machinery or property of OPGC or third party property or public property. OPGC shall be entitled to debit the amount, incurred towards the repair or loss or damage so caused, to the account of the Vendor.
- 2.6 The Vendor shall be solely responsible for any damage caused to environment, third party or any public property or private property during loading/unloading and transportation, utilisation of fly ash once it has been loaded on to Vendor Vehicle from OPGC premises.
- 2.7 The Vendor undertakes that it shall transport the Fly Ash from OPGC premises and shall utilise it in compliance with all applicable laws/regulations including but not limited to Environment Protection, Act, 1986, Hazardous Waste (Management, Handling and Transboundary Rules), MoEF/SPCB/OPCB guidelines issued from time to time issued in this regard.
- 2.8 The Vendor further undertakes that it shall always solely be responsible for safety of its vehicles and personnel deployed for the performance of this contract.

3. TENURE:

The tenure of the contract shall remain valid till 09.01.2025

4. PRICE and TAXES

- 4.1 The said amount shall remain fixed throughout the duration of this contract and not subject to escalation for any reason whatsoever unless the rate of subsidy is revised by the State Pollution Control Board, Odisha.
- 4.2 Tax Deducted at Source (TDS), if any, will be deducted by OPGC at the time of release of payment and necessary certificate in respect of same as per the applicable laws will be provided. However, if the Vendor submits a valid exemption certificate from Income Tax Department authorizing zero or lower deduction of tax at source, then OPGC shall deduct TDS accordingly when making payments to the Vendor.

5. TERMS OF PAYMENT

- 5.1 Vendor must submit the bills on monthly basis, supported by copies of duly certified measurement sheet, Utilization certificate from the Highway authority in case of NH Project and other documents showing the loading of fly ash on to transport vehicles.
- 5.2 The payment for services rendered shall be made on a Running Account (RA) basis, subject to the submission and verification of all relevant documents. This includes, but is not limited to, the Ash Utilization Certificate. Incomplete bills

or those submitted with inadequate supporting documents will not be processed for payment. Payment will be made according to the rate structure as per pricing table, with the applicable rate based on the verified distance in kilometres.

- 5.3 The payment will be made through RTGS/ E-paymentrs within 15 days from the date of receipt of complete bills with all relevant documentary support.

6. SECURITY DEPOSIT and RELEASE OF SECURITY DEPOSIT

The vendor should deposit in eighter the security amount in the following manner.

Security Deposit shall be recovered in instalments through the deduction @ 10% of the gross value of the each running bill for the Contract up to Rs.1 crore, 7.5% for Contract between Rs.1 crore to Rs.5 crore and 5% for Contract over Rs.5 crore, till total security deposit is collected. No further deduction from the bills will be made on this account

OR

Alternatively, the Contractor may at his option have to deposit the full amount as mentioned above towards security within 10 days of signing of agreement. This amount will have to be suitably enhanced to the tune of corresponding percentage of the executed value if any.

The Security Deposit amount deducted under this Agreement shall be released upon the submission of the final bill, subject to verification and certification by the concerned Engineer-In-Charge of OPGC. The release of the Security Deposit is contingent upon the satisfactory completion of all contractual obligations and clearance of any outstanding dues or liabilities.

7. TERMINATION

7.1 This Contract shall be terminated by OPGC forthwith without any prior notice and without any compensation under the following Circumstances:

- i) Vendor becomes insolvent; or
- iii) Any failure to comply or breach of with any of the provisions of the Contract by the Vendor; or
- iii) Vendor abandons the work for any reason, whatsoever; or
- iv) If any of the representations of the statements etc. made by the Vendor in connection with this Contract are incorrect or are found to be incorrect.

7.2 The termination by OPGC for reason stated above shall be without prejudice to other remedies that are available to OPGC under this Contract and/or Law.

8. GENERAL TERMS & CONDITIONS

A) Compliance with applicable laws:

The Vendor shall at all times perform its obligations under this Contract in strict accordance with all applicable laws and regulations including but not limited to Environment Protection Act, 1986, Hazardous Waste (Management, Handling and Transboundary) Rules, MOEF guidelines, CPCB and OPCB guidelines issued from time to time in this regard, Motor Vehicles Act, 1988 etc. The Vendor shall effect or secure and maintain at its own cost, during the tenure of this Contract, all necessary and applicable governmental permits, licenses, approvals and registrations under various applicable laws required in connection with the execution or performance of this agreement. The Vendor shall not engage in any practice or activity with respect to any of the services and assistance rendered by the Vendor under this Agreement which is prohibited or in violation of any applicable central, state or local law in the Territory, or which in the opinion of OPGC is illegal or in violation of any applicable central, state or local law in the Territory. Vendor agrees with the policy as stated in this Clause, and further agrees that failure by Vendor or any persons under its responsibility including but not limited to its directors, officers, employees and agents to comply with any provision of this Clause shall constitute just and sufficient cause for taking action herein for termination of this Vendor .

B) Licenses & permits

The Vendor shall obtain and shall at all times be in possession of requisite licenses/permits/registrations etc. under various applicable laws required for carrying out the operation of this contract including but not limited to Motor Vehicles Act, 1988, Environment Protection Act and rule made there under etc

C) Indemnity

The Vendor agrees to indemnify and hold OPGC and its affiliates, principals, associates, their respective officers, directors, employees and/or agents, at all times, harmless from and against all claims, loss, liabilities, obligations, damages, costs, judgment, lien, suit, dues, cause of action, proceedings, order, demand, liability or actions, and all expenses incidental to the defence of any such claim, proceedings or action, based upon or arising out of this Contract or breach of any obligations undertaken by the Vendor, performance of non-performance of any terms and conditions by the Vendor in this Contract. The Vendor further indemnifies OPGC from any loss or damage caused to its vehicles and/or personnel during the tenure of this contract. The indemnity in this Section shall be in addition to, and not in lieu of, all other legal rights and remedies that OPGC may have and shall also survive expiry or termination of this Contract.

D)Entire Contract

This Contract constitute the entire Contract between the Parties with respect to the subject matter hereof. It sets forth all intended rights and obligations and supersedes any and all previous Contracts and understandings between them with respect to the subject matter hereof. To be effective, any modification of the terms and conditions of this Contract shall be in writing and signed by authorised representatives of both Parties.

E) Force Majeure

If any time during the continuance of this Contract the performance in whole or in part by either Party or any obligation under this Contract shall be prevented or delayed by reason of war, hostilities, act of the public enemy, earthquake, civil commotion, sabotage, fire, flood, explosion, epidemics, quarantine restrictions, (hereinafter referred to as "the eventuality"), then notice of such eventuality shall be given by the affected Party to the other within fifteen 7 days from the date of occurrence thereof. If the performance in whole or part of any obligation under this Contract is delayed by reason of any such eventuality for a period exceeding 15 days, the parties shall meet and review in good faith the desirability and conditions of terminating this Contract. If the effect of any events specified in this clause lasts for a continuous period of less than 3 (three) days, such events shall not be construed to be Force Majeure Events.

F) Waiver of Rights

No forbearance, delay or influence by OPGC in enforcing any of the provisions of this Contract shall prejudice or restrict the rights of OPGC nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for OPGC is exclusive of any other right, power or remedy available to OPGC and each right, power or remedy shall be cumulative. Any time concession or indulgence granted or shown by OPGC to the Vendor as regards any of the terms of the Contract will not prejudice OPGC's rights under this Contract and/or Law.

G) Severability

If any of the terms and conditions of this Contract shall become unenforceable for any cause or reason whatsoever, the ensuing lack of enforceability shall not affect the other provisions hereof, and in such event the parties hereto shall endeavor to substitute forthwith such other enforceable provision as will most closely correspond to the legal and economic contents of the said terms and conditions.

H) Relationship between the Vendor and OPGC

Nothing in the Contract shall be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between OPGC and the Vendor. The Vendor, in furnishing services to OPGC hereunder, is acting independently on its own.

Employees engaged/employed by a party shall be deemed employees of that party and will not for any purpose be considered employees or agents of the other party. Except as may otherwise be provided in this Contract, each party shall be solely responsible for the supervision, daily direction, and control of its employees and payment of their salaries/wages, benefits, provision for amenities, compensation, disability benefits and the like.

I) Assignment

The Vendor shall not be entitled to assign, subrogate, subcontract, directly, or indirectly part with his benefits obligations, right, title and interest under this Contract except with

the previous written consent of OPGC. In the event any sub-contractor is engaged by the vendor in accordance with this Contract, the vendor shall at all time, continue to be responsible for the performance/non-performance, acts/omission of the sub contractor engaged by him.

J) Confidentiality

The vendor shall treat the details of this agreement and any information made available in relation thereto as private and confidential and shall not publish or disclose the same or any particulars thereof (same insofar as may be necessary for the purpose of the Contract) without the prior written consent of the OPGC.

8. JURISDICTION

All disputes arising and/or related to this contract shall be exclusively determined by the appropriate courts located in Bhubaneshwar, Orissa, India.

Form for Application of Expression of interest for transportation of ash from Ash Pond/SILO (OPGC Plant) within 0-100 Kms

(TO BE PRINTED ON THE LETTER HEAD OF THE INTERESTED AND SIGNED)

Ref No.

Date:

(This is only an enquiry for short listing of agencies towards enlistment for transportation of ash from Ash Pond/SILO (OPGC Plant) within 0-100 Kms, **ITPS, OPGC, Banharpalli, Jharsuguda, Odisha**).

To
General Manager (Contracts)
ITPS, OPGC, Banharpalli, Jharsuguda,
Odisha 768234

Dear Sir,

We are interested in the mentioned slab rates. We hereby express our willingness for Transportation of ash by road mode in environment friendly manner as per FARC, CPCB & OSPCB guidelines to designated low-lying areas, quarries, NHAI and state highway projects and various infrastructure projects in the mentioned slab rates as and when OPGC invites the proposal for the same.

With reference to your invitation for EOI dated _____, we are furnishing herewith all the required details:

Name of the Company and Address	
Whether the company is Govt. firm / Private owned	
Are you a Agency/ Transporter	
Preferred Mode of Transportation	
Name and Designation of the contact person	
Address	
Mobile Number	
E-Mail Address	
Any other relevant information	

Place:

Date:

Name :

In the Capacity of:

Signed:

Duly authorized to sign the application for and on behalf of: (Seal of the company)

**(ANY OTHER
INFORMATION)**

Additional Information relevant to the work / assignment is enclosed.