



Expression of Interest (EOI)
For
Expression of interest for Transportation of ash (fly ash & pond ash) through road mode (0-150 Km) from OPGC, IB- Thermal Power Station to designated low lying area/quarries/NHAI and state highway projects/ various infrastructure projects..





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-22/2024-25/11, Date: 14/12/2024

Expression of Interest

Sub: Expression of interest for transportation of ash (fly ash & pond ash) through road mode (0-150 Km)

OPGC invites Expression of interest (EOI) for transportation of ash (fly ash & pond ash) through road mode (0-150 Km) from OPGC, IB- Thermal Power Station to designated low lying area/quarries/NHAI and state highway projects/ various infrastructure projects. Interested bidders along with their credential, company profile and details mentioned in the EOI can submit up to 15:00 hrs 30.12.24 and the submitted interest shall open at 15:30 Hrs on same day.

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 Addenda/Corrigenda/ Extensions, if any, will be notified on the OPGC website only and will not be published in any other media.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 (FLY ASH & POND ASH) THROUGH ROAD MODE (0-150 KM) FROM OPGC, IB- THERMAL POWER STATION TO DESIGNATED LOW LYING AREA/QUARRIES/NHAI AND STATE HIGHWAY PROJECTS/ 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 (fly ash & pond ash) through road mode (0-150 Km) from OPGC, IB- Thermal Power Station to designated low lying area/quarries/NHAI and state highway projects/ various infrastructure projects.

2.1 THE INTERESTED BIDDERS EXPRESSING INTEREST MUST MEET THE FOLLOWING QUALIFYING CRITERIA

1. The bidder must have expertise in transportation of Ash/ Coal or any raw materials. Relevant order copies to be submitted in support to the same.

AND

2. Must have successfully completed similar work* during last five years ending last day of month previous to the one in which applications are invited should be either of the following:
 - a.) At least single contract of value not less than Rs. 10.00 Cr for similar workOr
 - b.) At least two contracts of value not less than Rs. 6.00 Cr for similar workOr
 - c.) At least three contracts of value not less than Rs. 5.00 Cr for similar work

*Similar work means- Transportation of Ash/ Coal/any raw materials. Work Order/ Agreement copy along with completion certificate/ utilization certificate to be submitted.

3. Minimum average annual turnover of the bidder shall not be less than Rs. 4.00 Cr in last 3(three) years.

AND

4. Safety Requirement- Bidder Loss Time Hours must have been less than 200 Hrs in last 3 years. (Contractor's Self Certification)

AND

5. The bidder should not have been disqualified/blacklisted in any Govt./Public Sector during the last five years for

similar nature of Job.

AND

6. The bidder must have minimum machineries & equipment's of his own as per the following:
 - a. Hydraulic excavator: 2 Nos.
 - b. Dozer: 1No.
 - c. Hywa / Dumper / Tipper: 15Nos.
 - d. Water Tanker: 1No.

Documentary proof must be submitted along with the Techno-commercial Bid.

Bidders, who do not possess the above machineries & equipment's of their own, must submit sufficient documentary proof of being able to arrange the same on hire. Otherwise, their bids will not be considered. However, the bidders must have owned minimum 5 Nos of Hywa/Dumper/ Tipper.

2.2 COST OF TENDER PAPER AND EMD

Tender documents consisting of the Conditions of Contract and other necessary documents will be sold (soft copy only) on payment of **Rupees 5,000.00 (inclusive of GST)** in shape of Demand Draft in favour of Odisha Power Generation Corporation Ltd. drawn on State Bank of India (Code-9510) / Union Bank of India (Code-UBIN0806625) / Central Bank of India (Code-283899)/ ICICI Bank (Code-ICIC0003679) on or after 14/12/2024 up to 30/12/2024. Cost of tender paper is not refundable.

The Tender shall be accompanied by Earnest Money worth **Rupees 24,00,000.00**. The Earnest Money offered shall be in shape of Demand Draft / Pay Order in favour of Odisha Power Generation Corporation Ltd drawn on State Bank of India (Code-9510) / Union Bank of India (Code- UBIN0806625) / Central Bank of India (Code-283899)/ ICICI Bank (Code-ICIC0003679) or Bank guarantee issued by any Nationalized /scheduled Bank in the enclosed proforma.

Small scale industries/National Small-Scale Industries Corporation/ MSME firms are exempted from payment of COST OF TENDER PAPER AND EMD only if they are entitled for exemption of the offered service. Tenderers seeking exemption shall claim in advance along with the photocopy of Valid Registration Certificates at least two days before the due submission date. However, OPGC reserves the right to accept/ reject the exemption request if the same is found unauthenticated or not relevant to the offered item.

2.3 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

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

A. Method of Award:

- Contracts will be awarded based on L1 party for each slab of 10 Kms for a lead of distance up to 150 Kms. In case any quarry falls at distance greater than 150 Km, the party will be asked to undertake the work with lead L1 price of 150 Km.

B. Toll Charges:

- No toll charges shall be reimbursed and the bidders has to quote considering the toll charges in his bid.

C. Preference for Award of:

Condition 1: The low-lying area/quarry is identified by the party and party has made an agreement with the land owner.

- Priority will be given to parties who have explored the low lying area/quarry and have signed an agreement with the party. Then the party will be asked to do the job at L1 price for that particular slab of lead distance.

Condition 2: The low-lying area/quarry is identified/handed over by OPGC and OPGC has taken lease of the particular govt. land.

- Priority will be given to L1 party for that particular slab of lead distance in which the quarry falls. In case L1 party denies/does not respond within stipulated time frame mentioned by OPGC, then L2 party shall be considered further for performing the job at L1 price if L2 party denies/does not respond then L3 party will be given the chance for performing the job at L1 price. The same process will be repeated till L5 Party.

Condition 3: Transportation of ash to NHAI/SH Projects:

- Priority will be given to L1 party for that particular slab of lead distance in which the chunk of highway falls. In case L1 party denies/does not respond within stipulated time frame mentioned by OPGC, then L2 party shall be considered for performing the job at L1 price if L2 party denies/does not respond then L3 party will be given the chance for performing the job at L1 price. The same process will be repeated till L5 Party..

Note: -

- a) In case there are more than one L1 parties for a given slab of lead distance then credential regarding ash utilization will be taken into consideration for selecting a party. However, in this case the party who already has land agreement for quarry filling in possession will be given priority.
- b) If a party receives an authorization letter in its name for transporting ash to an NHAI or government project, the contract may be awarded to the party at the L1 rate for the eligible slab.

- c) No parties other than the techno-commercial qualified bidders will be permitted to undertake the ash transportation job from OPGC.
- d) Only successful agencies with valid permissions from government entities such as NHAI, Railway Projects, SHAI, etc., will be considered. However, such agencies must possess an authentic authorization letter issued by the respective government entity to engage in transportation.

D. 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

- E. Interested party shall submit their offers for transportation ash by road mode from the dry ash Silo for any of the units or from ash pond or ash from all available sources of OPGC. The offers should include the particulars of company profile with the background of operation & business.
- F. Interested party shall sign a long-term agreement with OPGC for transportation Ash in environment friendly manner as per FARC, CPCB &OSPCB the guidelines.
- G. Construction of haul road in the ash pond for ash transportation will be in the scope of the transporter.
- H. The quoted price shall be all inclusive of earth capping/ Watering & Compaction/Impervious clay lining/excavation& Haul Road preparation
- I. Ash Transportation from Silo/ Ash Pond, excavation of ash from Tilia/ old ash pond Ash shall be done on weighment basis and shall be measured in Tonne. Weighment is to be done at OPGC weighbridge. In case under any circumstances OPGC weighbridge is unavailable then weighment to be done outside at a valid legal metrology dept. stamped weighbridge subject to written approval from OPGC and the said approval along with

weighment slip is to be produce along with the invoice. The weighment cost towards unavailability of OPGC weighbridge is to be borne by the agency.

- J. For ash lifting from Tilia Ash Pond, the approach road will be the road adjacent to the boundary of JSW Power Plant. 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.
- K. 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.
- L. Measurement:
Measurement will be done on MT basis & the billing cycle will be monthly basis. MT will be the unit (MT stands for Metric Ton=1000 Kg)
- In case of conversion from Cubic meter (Cum) to Tonne, following formula to be followed.
- 1 Cum- 1.2 Tonne
- M. If it is found that party has quoted unreasonably low and unable to execute the work in the price quoted by him after getting work order within specified time period as mentioned in the contract, then the said party shall undergo BANNING/SUSPENSION/WITHHOLDING of business as per the BANNING/SUSPENSION/WITHHOLDING policy of OPGC.
- N. 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)
- O. 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.
- P. Similarly, Pond ash will be made available by OPGC, as is and where is basis at Ash Pond. Working agencies will have to arrange for loading and transportation of ash from ash pond.
- Q. Mode of loading & transportation must be clearly mentioned by the working agencies.
- R. If ash is transported to abandoned quarries/ Low Lying areas, then beside loading and transportation, the following scope will be added in the contract:
- a) Area preparation & providing Impermeable lining of clay/bentonite/clay ash mixture so as to reduce the permeability to (less than) $<10^{-7}$ cm/sec.

- b) Watering and compaction of Ash as per FARC guideline.
- c) Capping of the ash filled area by soil (360 mm)
- S. All trucks to be properly covered with tarpaulin during ash transportation & must comply transport regulations.
- T. All activity to be completed with adherence to FARC, CPCB & OSPCB guidelines for ash transportation.
- U. Interested parties may clearly indicate the inputs required from OPGC.
- V. All the works of ash loading, and transportation must be executed confirming to the EHS rules and regulations of OPGC.
- W. All liaisoning activities with Govt offices, Statutory bodies & local villagers will be in the scope of working agency.
- X. Haul road are to be constructed and maintained inside the ash pond at the cost of bidder.
- Y. In case of failure of the in-house weighbridge, outside weighment will be considered only after approval from the competent authority. In that case, No reimbursement will be done on weighment charges if done through outside weighbridge.
- Z. Installation of GPS is mandatory in all ash-loading vehicles. The GPS service will be provided by the authorized GPS agency of OPGC, for which transporters must pay Rs3,000 per GPS unit per vehicle per year. In the event that the GPS is lost or damaged, the responsible transporter will be required to pay Rs5,000 per GPS unit.
- AA. The bidder must submit the following documents:
 - i. Signed & Stamped EOI Documents (all pages) as a token of acceptance.
 - ii. Photo copies of GST Registration Certificate, IT PAN.

NOTE:

- i. Each page of the documents submitted shall be duly authenticated by the applicant.
- ii. The language of submission of applications shall be in English.

BB. 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.

CC. 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.

DD. Those parties selected for awarding of contract shall sign a long-term 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 OSPCB (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.

- EE. 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.
- FF. 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.
- GG. 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.
- HH. 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.
- II. 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.
- JJ. 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.
- KK. 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 one year from the date of finalization.

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-payments within 15 days from the date of receipt of complete bills with all relevant documentary support.

6. SECURITY DEPOSIT and RELEASE OF SECURITY DEPOSIT

Initial Security Deposit: The agency selected for awarding of contract has to submit an Initial Security Deposit of Rs. 5,00,000.00, in favor of Odisha Power Generation Corporation before commencement of the work

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 Bhubaneswar, Orissa, India.

Form for Application of Expression of interest for “Transportation of ash (fly ash & pond ash) through road mode (0-150 km) from opgc, ib- thermal power station to designated low lying area/quarries/nhai and state highway projects/ various infrastructure projects“

(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 0-150 Kms, **ITPS, OPGC, Banharpalli, Jharsuguda, Odisha**).

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

Dear Sir,

We are interested in the mentioned EOI. We hereby express our willingness for transportation of ash (fly ash & pond ash) through road mode (0-150 km) from opgc, ib- thermal power station to designated low lying area/quarries/nhai and state highway projects/ various infrastructure projects 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 communication 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)

Rules and Regulations of the e-Reverse Auction

| | |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Buyer's Name/Owner | Ib Thermal Power Station (A Unit of Odisha Power Generation Corporation Limited) |
| Auction To Be Conducted By | MSTC Limited |
| Name of the work | Transportation of ash (fly ash & pond ash) through road mode (0-150 km) from opgc, ib- thermal power station to designated low lying area/quarries/nhai and state highway projects/ various infrastructure projects |
| Date & Time Of Auction | Auction Date: [To be intimated later] Online e-Reverse Auction Time : [To be intimated later] URL: www.mstcecommerce.com/eprochome/opgc |
| Special Instructions | Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor OPGC will be responsible for any lapses /failure on the part of the vendor, in such cases. |
| Auto Extension of Closing Time | 5 minutes NB: If any bidder quotes 5 minutes before closing time, the closing time will be extended automatically for another 05 minutes and so on till 05 minutes idle time between the bids. |
| Decremental Value | Minimum decrement will be intimated before E-RA |
| Start Price | The start bid price as decided by OPGC tender committee shall be displayed at MSTC Limited auction platform during start of the e-RA. |

1. Bidding would be conducted through two (02) stage process comprising of technical bid in which the bidder would be required to provide the details regarding compliance with the eligibility conditions, and financial bid comprising of the Initial Price Offer (IPO) and the Final Price Offer (FPO) through E-RA.
2. The IPO is to be submitted along with the tender document separately in a sealed envelope and super scribed with "PRICE BID" along with the tender enquiry number& Name of the work. Both the techno-commercial & price bid envelopes should be kept in a third envelope sealed and super scribed with tender enquiry number and Name of the work.
3. The financial bid process will comprise of two rounds. In the first round, the IPO of the techno-commercially qualified bidders will be opened & ranked on the basis of ascending order for determination of qualified bidders. Best five (L-1 to L-5) bidders would be qualified bidders for E-RA and such qualified bidders shall be eligible to participate in the E-RA and submit their FPO with respect to the bid.
4. In case of tie for L5 bid, all the bidders offering L5 will be allowed for e-RA.
5. Bidders must be a registered user to bid for Buyer ("OPGC") in MSTC portal www.mstcecommerce.com/eprochome/opgc. Bidders need to have their Login ID and Password prior to e-Reverse Auction.
6. Bidders have to participate as per the e-Reverse Auction time and date communicated to them & based upon e-Reverse Auction invitation for particular Auction.
7. Quotation once submitted through e-Reverse Auction cannot be withdrawn /deleted. Otherwise, the EMD submitted by the bidder shall stand forfeited.
8. Buyer reserves the right to ban the bidder from participating in e-Reverse Auction without any explanation/reason at any stage of e-Reverse Auction.
9. Buyer reserves the rights to extend / cancel the e-Reverse Auction.
10. E-Reverse Auction shall be conducted in Indian Rupees only.
11. All prices submitted by Bidder in e-Reverse Auction shall be as per Tender's Terms & Conditions.
12. Validity of bids: As mentioned in Tender Document.

13. Written Confirmation shall be taken in advance regarding participation in the e-Reverse Auction to buyer along with the Authorized person name and details.
14. Buyer reserves the right to award the Purchase Order / Service Order as per buyer's discretion irrespective of Live Auction Rank.
15. Buyer reserves the right to repeat the e-Reverse Auction of same package.
16. **After completion of e-Reverse Auction, the lowest evaluated bid of all the bids submitted in manual and e-Reverse Auction process shall be considered for award of the Purchase order / Work order.**
17. The bidders shall quote from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.
18. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, OPGC at its own discretion shall debar the bidder from the e-Reverse Auction/Tender and future participation also.
19. OPGC reserves the right to cancel the e-Reverse Auction process/ tender at any time, before ordering, without assigning any reason and may go for manual opening of price bids as per standard practice.
20. OPGC shall not be liable for any interruption or delay in accessing the MSTC portal irrespective of any cause. In such cases, the decision of OPGC shall be binding on the bidders.
21. Other terms and conditions shall be as per NIT, bidder's techno-commercial Bid and other latest correspondences/ final confirmations, (if any) against the NIT.
22. If any item is not quoted by a bidder, the maximum price quoted by the other participated bidders for that item shall be considered for arriving evaluated price of that bidder.
23. The total L1 Price obtained through e-Reverse Auction shall be proportionately distributed among each line item in line with the price quoted and evaluated in the hard copy price bid.
24. The price quoted in e-Reverse Auction is the total price for all the items and quantity as per Price Schedule of NIT irrespective of any omission by the bidder in the hard copy price bid.
25. In case, the L1 Bidder in e-Reverse Auction and manual Tender happens to be the same bidder, then minimum price among both shall be considered as L1. If the bidder disagrees to accept the said condition, then his EMD shall be forfeited. Apart from this the bidder will be debarred from participating in future e-Reverse Auction/Tender of OPGC.
26. Each Bidder shall get the final loading factor (%age of the quoted price) from OPGC before e-Reverse Auction for the deviations, if any, taken by them in the techno-commercial bid.
27. The Price quoted in the e-Reverse Auction shall be inclusive of all applicable taxes, duties and levies, deviations considering the loading factor (got from OPGC/Tender Condition as mentioned in above clause) on his quoted price. However, the GST shall be paid extra as applicable and not included in the loading factor as well as total price.

UNDERTAKING

I hereby undertake that I agree to the **"Rules and Regulations of the e-Reverse Auction"** mentioned herein.

Signature:

Name:

Date:

Company Name:

Seal:

Integrity Pact

Between

Odisha Power Generation Corporation Ltd. (OPGC), a company registered under the Companies Act 1956 and having its registered office at Zone-A, 7th Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar- 751023, Odisha (India) hereinafter referred to as “Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

And

_____, description of the party along with address), hereinafter referred to as “Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

(The Principal and the Bidder/ Contractor together are collectively referred to as the “Parties” and individually as a “Party” in this Pact).

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for... (“Contract”) The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal enter into an Integrity Pact (“Pact”) with the Bidder(s)/ Contractor(s) for the tender process and execution of the Contract and will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee/Director/management representative of the Principal, personally or through family members or through third party, will in connection with the tender process for, or the execution of a Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s)/ Contractor(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information (other than the clarifications sought for by the Bidder(s)/Contractors with respect to the bidder specific information required to be provided only to the concerned Bidder(s)/Contractor(s),) and will not provide to any Bidder(s)/Contractor(s) confidential / additional information through which the Bidder(s) /Contractor(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the tender process or execution of the Contract all known prejudiced persons including those employees/ Directors/management representatives of the Principal who have family relationships with the employees or Directors of the Bidder(s)/Contractor(s).

- 1.2 If the Principal obtains information on the conduct of any of its employees/ Directors/ management representative which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer for further enquiry and initiation of disciplinary actions against the person(s) concerned.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit itself to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits itself to observe the following principles during its participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees/ Directors/ management representative involved in the tender process or the execution of the Contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act and any other such similar applicable Acts; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.1.5 The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, approach any Government officials, ministers, political persons public servants, or any external agencies in an effort to influence the bidding decision making process or to attain any undue favours to the Bidder(s) / Contractors(s).
- 2.1.6 The Bidder(s)/Contractor(s) shall exclude, from the tender process or execution of the Contract all known prejudiced persons including those employees / Directors /management representatives of the Bidder(s) / Contractor(s) who have family relationships with the employees or Directors of the Principal.
- 2.1.7 The Bidder(s)/Contractor(s) shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any contract which may be negotiated or executed with the Principal. Bidder(s)/Contractor(s) and their employees, agents, advisors and any other person associated with the Bidder(s)/Contractor(s) must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest) between the interests of the Principal or any other interests during the tender process or through operation of the Contract.

- 2.1.8 The Bidder(s)/Contractor(s) will not indulge in any corrupt, fraudulent, coercive undesirable or restrictive practice in the tender process or the execution of the Contract.
- 2.2 The Bidder(s)/ Contractor(s) or its sub-contractors or its agents will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process, termination of the Contract and exclusion from future contracts

If the Bidder(s)/ Contractor(s), during the tender process or before award of the Contract or during the execution of the Contract has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put its reliability or credibility in question, the Principal may disqualify the Bidders(s)/ Contractor(s) from the tender process or decide not to award the Contract or terminate the awarded Contract or blacklist the Bidder(s)/Contractor(s). I and seek damages as specified in Section 4.

Section 4 – Compensation for Violations

- 4.1 If the Principal has disqualified the Bidder(s)/ Contractor(s) from the tender process prior to the award of the Contract according to Section 3 or 5, the Principal is entitled to demand and recover the damages by encashment of the Earnest Money Deposit/ Bid Security deposited by the Bidder(s)/ Contractor(s) while making submission in the tender process.
- 4.2 If the Principal has terminated the Contract according to Section 3 or 5, or if the Principal is entitled to terminate the Contract according to section 3 or 5, the Principal is entitled to demand and recover from the Contractor liquidated damages equivalent to __% of the Contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher, in addition to the Liquidated Damages already agreed to by the Bidder(s)/ Contractor(s) in the Contract.

Section 5 – Previous Transgression

- 5.1 The Bidder(s)/ Contractor(s) declares that no previous transgressions occurred in the last three (3) years with any other organization in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process or the execution of the Contract.
- 5.2 If the Bidder/ Contractor has made incorrect statement/disclosure on this subject or hides such information, the Principal is entitled to disqualify the Bidder/Contractor from the tender process or the execution of the Contract, if already awarded, may terminate the Contract and claim compensation as mentioned in section 4.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.
- 6.2 The Principal will enter into individual Integrity Pacts with identical conditions as this one with all Bidders and Contractors for the tender process.
- 6.3 Only those Bidder(s)/ Contractor(s) who have entered or expressed intention of entering into Integrity Pact with the Principal shall be eligible to participate in the tender process or execution of the Contract.

- 6.4 The Principal will disqualify the Bidder(s)/ Contractor(s) from the tender process who do not execute the Integrity Pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office of the State in which the Principal has its Registered Office.

Section 8 –Independent External Monitor(s)

- 8.1 The Principal will appoint one or more competent and credible Independent External Monitor(s) (“**Monitor**”) for monitoring the implementation of this Pact. The task of the Monitor will be to review independently and objectively, whether and to what extent the Parties comply with the obligations of the Integrity Pact.
- 8.2 The Monitor shall not be subject to instructions by the representatives of the Parties and shall perform his functions neutrally and independently. The Monitor shall report to the OPGC Board.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all the document related to the tender process or the execution of the Contract of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) shall grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to the document in its possession related to the tender process or execution of the Contract. The same is applicable to Sub-contractor(s) of the Bidder(s)/ Contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with strict confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the Parties related to the tender process or the execution of the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/ Contractor. The Parties shall offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to have noticed, a violation of the Integrity Pact, he will so inform the Managing Director of the Principal and request him to take corrective action, or heal the situation, or to take other relevant action. The Monitor may in this regard submit non-binding recommendations. Beyond these actions, the Monitor shall have no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 If the Monitor reports to the Managing Director of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act, the Managing Director of the Principal shall within reasonable time, taken visible action to proceed against such offence.
- 8.7 The number of Independent External Monitor(s) shall be decided by OPGC.
- 8.8 The word ‘Monitor’ would include both singular and plural.

Section 9 – Pact Duration

- 9.1 This Pact shall become effective from the date when both the Parties have executed it or the Parties

have shown their intent to enter into the Pact, whichever is earlier. This Pact will expire for the Contractor after it meets all the obligations of the Contract and for all other Bidders 6 months after the Contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified as above, unless it is discharged/ determined by the Principal

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. Bhubaneswar.

10.2 Changes and supplements to the Pact as well as notices of termination of the Pact to be sent to any Party shall be made in writing by mutual agreement between the Parties.

10.3 If the Bidder/ Contractor is a partnership or a consortium, this Pact shall be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those Bidder(s)/ Contractor(s) who have expressed their intention through submission in the tender process or have entered into this Pact with the Principal will be eligible to participate in the bidding.

**For & On behalf of the Principal
(Office Seal)**

**For & On behalf of the Bidder/ Contractor
(Office Seal)**

Place: _____

Date: _____

Witness: _____

Witness: _____

(Name & Address): _____

(Name & Address): _____

PROFORMA BANK GUARANTEE IN LIEU OF DD FOR EARNEST MONEY
(on Non Judicial stamp paper of Appropriate value)

Ref:

Date:

Bank Guarantee No.

To

Odisha Power Generation Corporation Ltd.,lb
Thermal Power Station,
At/Po- Banharpali,
Dist-Jharsuguda-768234.

Dear Sir,

In consideration of Odisha Power Generation Corporation having its Registered office at 7th Floor, Module – A, Fortune Towers, Chandrasekharpur, Bhubaneswar-751 023 (hereinafter called the “Owner” which expression shall unless repugnant to the subject or context include its successors and assigns) having

issued Tender Specification Against NIT
No _____ dt. _____ to
M/s _____ having its Registered / Head office at

_____ (hereinafter called the Bidder) who wishes to participate in the said tender for and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Bid Guarantee for an amount of Rs. ___ valid up to _____. On behalf of the Bidder, as a condition for participation in the said tender.

We, the _____ Bank incorporated under _____ law and having one of our branches at _____ and having our Registered office/Head office at _____ do here by unconditionally and irrevocably guarantee and under take to pay to the “Owner” immediately on demand without any demur reservation, protest, contest and recourse to the extent of the said sum of Rs. _____ (Rupees _____ only). Any such claim/demand made by the said “Owner” on us shall be conclusive and binding on us irrespective of any dispute or differences raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto _____. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s _____ on whose behalf this guarantee is issued.

We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the owner in writing and agree that any change in the constitution of the said tenderer or the said Bank shall not discharge our liability. In witness where of the Bank, through its authorised officer, has set its hand and stamp on this _____ day of _____ 20_____

Witness:

(Signature)

(Signature)

Name

Official Address

Name

(Designation with Bank stamp)

Attorney as per Power of

AttorneyNo. _____

Date _____



Blank Price Bid format

1. Ash Transportation Rate to be mentioned as per table:

| S.No. | Distance Slab (Km) | Rate/ Tonne (Ash pond-off take) (To be filled in INR) | Rate/Tonne (Ash Silo -off take) (To be filled in INR) |
|-------|----------------------|----------------------------------------------------------|----------------------------------------------------------|
| 1 | 0 < Distance ≤ 10 | | |
| 2 | 10 < Distance ≤ 20 | | |
| 3 | 20 < Distance ≤ 30 | | |
| 4 | 30 < Distance ≤ 40 | | |
| 5 | 40 < Distance ≤ 50 | | |
| 6 | 50 < Distance ≤ 60 | | |
| 7 | 60 < Distance ≤ 70 | | |
| 8 | 70 < Distance ≤ 80 | | |
| 9 | 80 < Distance ≤ 90 | | |
| 10 | 90 < Distance ≤ 100 | | |
| 11 | 100 < Distance ≤ 110 | | |
| 12 | 110 < Distance ≤ 120 | | |
| 13 | 120 < Distance ≤ 130 | | |
| 14 | 130 < Distance ≤ 140 | | |
| 15 | 140 < Distance ≤ 150 | | |

Note:

- i. Ash transportation from ash pond/silo, the off-take assessment will be done on weightment basis and will be measured in Tonne. Weightment is to be done at OPGC weighbridge. In case under any circumstances OPGC weighbridge is unavailable then weightment to be done outside at a valid legal metrology dept. stamped weighbridge subject to written approval from OPGC and the said approval along with weightment slip is to be produce along with the invoice. The weightment cost towards unavailability of OPGC weighbridge is to be borne by the agency..

2. Watering and compaction of Ash to be done as per FARC guideline, so as to prevent airborne of ash.

| S.No | Particular | Unit | Price/Unit (INR) |
|------|-----------------------|-------|------------------|
| 1 | Watering & Compaction | Tonne | |

Note:

- i. Watering & Compaction is applicable only in the case of ash transportation to void/quarry.
- i. If applicable, the assessment will be done on weightment basis and will be measured in Tonne.

3. Capping of the ash filled area by soil (360 mm)

| S.No | Particular | Unit | Price/Unit (INR) |
|------|------------------------------------------------------------------------------|------|------------------|
| 1 | Capping of the ash filled area by soil (360 mm) & with necessary compaction | Cum | |

Note:

- i. Capping of the ash filled area by soil (360 mm) & with necessary compaction is required only in the case of ash transportation to void/quarry.
- ii. If applicable, the assessment will be done on volumetric basis and will be measured in Cum. Following methodology shall be adopted for finalization of quantity:

A x H

- Where “A” is the area of void in Sqm
- Where H is the height of soil used for capping which is 0.36 m or actual thickness of soil used for capping

Note:

- Bidder has to use the above Price Bid Format failing which Bid will be rejected.
- Your quoted price shall be exclusive of GST
- The L1price will be decided for each slab.

Enclosures: 1) GENERAL CONDITIONS OF CONTRACT
2) CONTRACTOR SAFETY MANAGEMENT PROCEDURE