



Adani Power Limited, Tiroda

BID INVITATION DOCUMENT

**FOR ASH TRANSPORTATION, LOADING OF ASH AT ASH POND AND MATERIAL HANDLING OF FLY ASH FROM
APL, TIRODA**

Adani Power Limited, Village: Tiroda, Dist.: Gondia, Maharashtra.

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INTRODUCTION

Adani Power Limited, Tiroda is the largest coal based Thermal Power Plant in the state of Maharashtra, India. With a total capacity of 3300 MW, APL Tiroda comprises of 5 units of 660 MW capacity. The plant is located at MIDC Growth Centre, Tiroda in Dist. Gondia on Bhandara - Gondia state highway (SH-249), at a distance of 125 KMs from Nagpur. APL has taken numerous initiatives towards Fly Ash utilization generated during the power generation process.

APL Tiroda is planned to transport various types of ash generated in its power plant to various avenues of Ash utilization such as:

- Road construction projects
- Manufacturing of Ash based products such as bricks, blocks, tiles, cement, concrete, etc.
- Use as soil conditioner in agriculture activity
- Other Infrastructure Projects such as buildings, roads, dams and embankments

Through this Bid Document, APL, Tiroda is interested to award contract of Ash transportation and material handling for the above mentioned avenues and other avenues discovered by APL, Tiroda and invites all reputed Logistics service providers and material handling agencies in the bidding process and to submit their best offer for transportation and material handling services of Fly Ash.

The service providers are requested to kindly go through the details in the Bid Documents and submit their **best offer on or before 12th February 2024.**

Annexure-I

Schedule of Rate for Fly Ash Transportation

Description of Work: Providing services for "Transportation of Fly Ash through Tipplers" and "Loading of Ash from Ash Ponds".			
Estimated Quantity – up to 5 Lakh MT per month			
Sr. No.	Particulars	UOM	Unit Rate (Rs.)
01	Transportation of Fly Ash from APL Tiroda TPP to various ash utilization avenues through open tipplers: 0 to 5 Kms	MT	
02	More than 5 to 10 Kms	MT	
03	More than 10 to 15 Kms	MT	
04	More than 15 to 20 Kms	MT	
05	More than 20 to 25 Kms	MT	
06	More than 25 to 30 Kms	MT	
07	More than 30 to 35 Kms	MT	
08	More than 35 to 40 Kms	MT	
09	More than 40 to 45 Kms	MT	
10	More than 45 to 50 Kms	MT	
11	More than 50 to 55 Kms	MT	
12	More than 55 to 60 Kms	MT	
13	More than 60 to 70 Kms	MT	
14	More than 70 to 80 Kms	MT	
15	More than 80 to 90 Kms	MT	
16	More than 90 to 100 Kms	MT	
17	More than 100 to 110 Kms	MT	
18	More than 110 to 120 Kms	MT	
19	More than 120 to 130 Kms	MT	
20	More than 130 to 140 Kms	MT	
21	More than 140 to 150 Kms	MT	
22	More than 150 to 200 Kms	MT	
23	More than 200 to 250 Kms	MT	
24	More than 250 to 300 Kms	MT	
Execution of excavation and loading of pond ash on tonnage basis (As per Owner's requirement)			
01	Excavation & loading of Ash from Ash Pond on tonnage basis by engaging Excavators	MT	

- **Note for Transportation Work:** Distance shall be measured from the various loading points inside APL

Tiroda TPP e.g. Fly Ash Silo, Ash Ponds, Bottom Ash Pits etc.

Annexure-II

Special Terms and Conditions (SCC) for Transportation of Fly Ash through Tipplers

A] Securities:

- a) The Transporter shall provide the Securities specified below in favor of the Owner at the times & in the amount, manner and form specified below.

Contract Performance Bank Guarantee:

- i. Transporter shall submit a Contract Performance Security (CPS), as a Security for the Performance of the Contract, in the form of a Contract Performance Bank Guarantee from Nationalized / Scheduled Bank (except from Co-operative Banks) for 5% value of the Total Contract Price.
- ii. The validity of the CPS shall be till the end of Completion Period. In case any extension is granted to this Contract, the validity of the CPS shall be extended accordingly.
- iii. The CPS will be forfeited if the Service is abandoned before the Completion period as specified in the Contract due to the reasons attributable to Transporter.
- iv. The CPS shall be submitted within 10 days from the date of release of Contract, failing which APL Tiroda reserves the right to cancel the Contract or keep an amount equivalent to CPBG value on hold from the amount payable by the Owner to the Transporter.

B] Terms of Payment:

- a) 100% payment shall be released against monthly progressive running account (RA) bills on pro-rata basis within **Thirty (30) days** after receipt of bills. The bills shall be paid based on actual certified quantity and value passed by Owner's Engineer In-Charge.

The RA bills shall be prepared on the basis of the cumulative work completed till the end of the particular month wherefrom the following shall be adjusted:

- i. Amounts due to Owner payable by Transporter.
- ii. The previous payments made.
- iii. Holds suggested by Owner's manager.
- iv. Statutory deductions (e.g. income tax, TDS etc.), if any.
- v. Other deductions, if any.

Transporter shall ensure submission of following documents prior to submission of 1st RA bill:

- i. Acceptance of the Contract.
- ii. Copies of insurance policies as required under this Contract.

Payment shall be made against RA bills on submission of the following documents:

- i. Invoice (clearly indicating cross referencing the Contract item no.). Invoice should contain the Goods & Service Tax (GST) number and income tax pan number.
 - ii. Material receipt acknowledgement LR copy.
 - iii. Weighment slip / Weighment Statement Certified by EIC (as per Owner's SOP or as instructed by EIC).
- b) The payments certified through RA bills shall be treated as advance payments against the final bill. The quantities of work certified by the RA bill shall not be considered as final and the same will not entitle the Transporter to raise any claim, whatsoever.
- c) Submission of RA bills: Three set of RA bills (1 original + 2 copy) shall be submitted to the Owner's manager.
- d) Please note that any certificates issued or payment released shall neither be considered as conclusive evidence of the satisfactory performance of the work/facilities covered under the Contract, either wholly or in part, nor shall any certificate or payment be construed as acceptance of defective or improper work/facilities or as relieving Transporter from their responsibility under this Contract.
- e) TDS: The applicable TDS will be deducted from the Transporter's bill amount.

OR

100% Invoice Value (Invoice to be raised on monthly basis) shall be paid through irrevocable Letter of Credit (LC) with a usance period of one hundred eighty (180) days.

The monthly Invoice shall be prepared on the basis of the cumulative work completed till the end of the particular month which shall be certified by Applicant's Engineer In Charge (EIC).

Payment shall be made against Invoice on submission of the following documents:

Signed and stamped commercial invoices (clearly indicating cross referencing the contract item no.):-

1 set of original + 3 sets of copies for claiming payment, certifying that services are as per service order.

Statement of material receipt acknowledgement LR copies duly certified by applicant EIC.

Weighment slip/ weighment statement certified by Applicants EIC (as per applicant's SOP or as instructed by Applicant's EIC).

The applicable TDS will be deducted from the beneficiary's Invoice amount.

Invoice should contain the goods & service tax (GST) number and Income Tax PAN number.

Diesel escalation/ de-escalation statement duly approved by Applicant's EIC.

Credit notes (if any) by beneficiary to Applicant, as applicable duly approved by Applicant's EIC.

The payments certified through monthly Invoices/ LC shall be treated as advance payments against the final bill. The quantities of work certified by the monthly Invoices shall not be considered as final and the same will not entitle the Transporter to raise any claim, whatsoever.

Please note that any certificates issued, or payment released shall neither be considered as conclusive evidence of the satisfactory performance of the work/ facilities covered under the Contract, either wholly or in part, nor shall any certificate or payment be construed as acceptance of defective or improper work/ facilities or as relieving beneficiary from their responsibility under this Contract.

Interest charges for 45 days from the date of negotiation shall be to the Beneficiary's account (if beneficiary wants to discount LC within 45 days), while interest charges for balance 135 days shall be to the Applicant's account.

All bills under LC shall be discounted by Applicant or Beneficiary based the lower Interest rate offered by their banks.

All bank charges (in respect of LC charges) pertaining to beneficiary's bank (Contractor's/ Transporter's bank) shall be on account of beneficiary and all other bank charges pertaining to applicant's bank (Owner's bank) shall be on account of Applicant.

Any expenses towards extension of LC due to the default of the beneficiary shall be to the beneficiary's account.

C] Tax & Duties/ TDS:

a) The Contract Price is inclusive of all taxes & duties except Goods & Service Tax (GST). GST shall be paid by Owner directly to the Government Authorities. [Presently GST is applicable @ 5% of total Contract price].

b) Any other tax leviable on the date of the Contract, whether considered or not by the Transporter in their final offer shall be to the account of the Transporter. Any new Tax or variation in applicable taxes after the award of the Contract up to the scheduled completion of the work shall be to the account of the Owner. Transporter shall inform the applicability of Taxes & Duties to the Owner and take prior approval before raising Invoice.

c) If there is any delay in completion on account of the Transporter and if there is any statutory increase in taxes & duties during the period of delay, in such case the difference shall be in account of the Transporter.

d) As regards Indian Income Tax, Surcharge of Income Tax, Withholding Tax or any other Corporate Tax, the Owner shall not bear any Tax liability whatsoever irrespective of the mode of contracting. The

Transporter shall be liable and responsible for payment of all such Taxes, if attracted under the provisions of law. The Owner shall however deduct applicable Tax at source as per law from all payments to be made to the Transporter and the Owner will issue the TDS certificates for the same to the Transporter.

D] Completion Period:

The Contract Period shall be valid up to 31.03.2025 from the date of release of Contract.

E] Liquidated Damage (LD):

LD is not applicable. However, various penalties are applicable as mentioned below.

- a) In case of any safety rules violation, Transporter is liable to be fined as per Owner's as per attached Safety Requirements.
- b) If any charges or penalties are levied on the Owner on account of any action/ inaction of the transporter, the transporter shall indemnify the Owner of any such penalties.
- c) Any other penalties which are mentioned under various clauses of this tender document shall be applicable to Transporter in case of non-conformance of the Contract conditions by the Transporter.

F] Defect Liability Period:

Not Applicable.

G] Other Terms & Condition:

- i. All vehicles must be maintained and equipped with all mandatory safety requirements and fittings. Transporter shall responsible for periodic RTO checking of vehicles and fulfilment of all RTO norms. Vehicle age should be as per norms of APL Tiroda Safety department/ Owner's Safety Management System.

All vehicles entering Owner's plant premises shall have to undergo 'Pre-Entry Inspection' of vehicles as per the check list (mentioned in clause no. 'xi' below). Vehicles which are not qualifying 'Pre-Entry Inspection' shall not be allowed to enter Owner's plant premises.
- ii. The expenses towards Oil & Lubricants, HSD, Driver's Salary, Supervisor and helpers (at APL Tiroda loading, delivery points and day to day Administrative and Documentation activities), Vehicle Maintenance, Insurance Charges, RTO Tax, PUC Charges, Municipal Taxes, License Fee, Registration Charge and other charges are in Transporter's scope.
- iii. Transporter shall be personally liable for the conduct, acts and safe driving/ operating by their drivers. In no circumstances, Owner shall be liable to pay any amount on account of conduct or

faulty driving/ operating by the drivers. Transporter shall make good any loss/ damage caused to the movable/ immovable property of the Owner.

- iv. The Transporter shall ensure that their drivers/ Operators & helpers have good and courteous manners and drive/ operate all vehicles safely. In case, drivers/ operators are not behaving (unsafe/ rash driving, unnecessary arguments, and misconduct) properly, Owner reserves the rights to expel the drivers/ operators under intimation to Transporter.

Drivers of vehicles shall not consume any intoxicating substances during working hours. If found in inebriated condition, a penalty, not less than, Rs. 1,000/- (Rupees One Thousand only) shall be imposed on the Transporter. The services of the driver will be terminated in the 2nd instance and their entry to APL Tiroda plant will be restricted in future, in addition to the suitable penalty.

- v. The Transporter has to submit the Police Verification Certificate for all their Drivers/ Supervisors/ Helpers and other staff, along with the Behavioral Certificate which includes past history and antecedent verification.
- vi. The Transporter will perform the services in a manner that gives appropriate regard to the protection of the natural environment.
- vii. The Transporter has to maintain min. 50L water can on each tipper for tipper cleaning.
- viii. The Transporter will comply with all statutory & regulatory requirements and codes of practices relating to the services being offered as may be relevant.
- ix. The Transporter will follow all environmental operational controls while carrying out the activities within plant premises as per the instruction by user department.
- x. Transporter shall not deploy/ employ Minor persons (below 18 years of age) for attending this Work Order Jobs as per the Labour/ RTO Act. Also, the maximum age of engaged drivers should be as per RTO norms.
- xi. The transporter shall abide by the instructions of the supervisors appointed by the Owner with respect to the permissible hours for operation in the premises as the same shall not be operational round the clock.
- xii. Transporter has to ensure following during execution of work in Contract Period:
 - a) Transporter has to ensure leakage/ spillage proof tipper body and tailgate. There must not be any cracks/ tears/ gaps in body and tailgate which may cause the spillage of fly ash during transit. Transporter has to fabricate additional locking provision (additional locking clamps for extra tightening of tipper's tailgate) as per the requirement of Owner's EIC in addition to

locking clamps provided by tipper manufacturer in all deployed tippers. Without these additional clamps, no tippers shall be allowed by Owner's security dept. inside the plant for loading and transporting of material.

xiii. Check point of Pre Entry Inspection are as under.

Sr. No.	Check points of Pre-Entry Inspection
A	Identification number marked and readable
B	Manufacturer's Data Plate – present, clean and readable.
C	Overhead Guard - no loose bolts or cracks.
D	Axel Load/ safe working load
E	On board 1 Kg ABC type fire extinguisher
F	Main Horn/ Reverse Horn Working
G	Head light/ Tail reverse light working
H	Side indicator light working
I	All hydraulic Hoses - No leak
J	Fuel Tank, All Fuel pipes - No leak
K	Battery Powered – plug connection, charge level, battery water level.
L	Hydraulic oil level adequate
M	Brake Fluid Level adequate
N	Tires Air Pressure and Condition
O	Dashboard Gauges working normal and indicate within normal range
P	Parking brake works properly
Q	Brake - hold brake down for 10 seconds.
R	Clutch – engages properly and smoothly.
S	Steering Wheel - correct amount of tension, no excess free play.
T	Load Chart For crane and forklift
U	Overload indicator and Alarm
V	Load chart for crane/ forklift
W	Certificate of testing- lifting tool
X	Certificate of fitness testing and PUC (Pollution under Control) – RTO
Y	Insurance policy papers
Z	Additional Locking Clamps as per Owner's requirement for extra tightening of tailgate of tippers
AA	Others (As per work/ site requirement informed by Owner's Safety/ User dept.)

Annexure-III

Scope of Work for Transportation of Fly Ash through Tippers

Scope of work under this Contract covers providing services for "Transportation of Fly Ash" for Adani Power Limited, Village: Tiroda, Dist.: Gondia, Maharashtra.

Scope of work under this Contract mainly includes but not limited to the following:

1. The transportation of fly ash work shall be executed by Transporter strictly as per the Owner's SOP, which is made as per Office Memorandum no. F. No. 22-13/2019-IA.III dated 28.08.2019 issued by MOEF & CC (Impact Assessment Division) & as directed by Owner's EIC without any deviation.
2. Transportation of conditioned fly ash through open dumpers/ tippers from APL Tiroda fly ash silo/ ash dykes/ bottom ash pits/ any other loading point to various ash utilization avenues as per Owner's requirement shall be in the scope of Transporter.
3. The identification of new ash Utilization Avenue and loading of tippers shall be in the scope of Owner.
4. Transporter shall have to put efforts for maximizing the use of fly ash in road projects and other avenues.
5. For ash utilization avenues other than cement plants or road projects, the suitable vehicle is Tipper (10-wheeler). However, the type and capacity of vehicle shall be based on the site conditions and its location. The deployment of vehicles at any particular site shall be as directed by Owner's EIC.
6. The Transporter shall deploy sufficient Tippers as per the Owner's requirement so that the fly ash can be transported to designated locations as per the daily requirement given by Owner's Engineer-in-charge (EIC).
7. The transporter has to deploy required no. of Tippers as per the instructions received from Owner's Engineer-in-charge (EIC) throughout the Contract period. Some of the ash utilization avenues may not be operational round the clock and Transporter has to make arrangements accordingly. No idling charges shall be paid by the Owner for the same.
8. Transporter has to ensure providing minimum 25% of daily deployed tippers especially for loading and transporting Bottom Ash & fly ash to various delivery points i.e brick plant, non-material handling site & road project as per the requirement given by Owner's EIC on day-to-day basis. In case, Transporter fails to deploy required tippers for Bottom & fly Ash, suitable penalty shall be imposed on Transporter by the EIC.
9. In monsoon season, many ash utilization avenues shall not be operational, and transporter has to make arrangements accordingly. No idling charges shall be paid by Owner for the same.

10. During fly ash transportation from Owner's plant to various sites, it is the Transporter's responsibility to ensure all the compliances of Maharashtra State Pollution Control Board (MSPCB) and Central Pollution Control Board (CPCB) notification, rules and regulations.
11. In case of hired vehicles, Transporter shall submit letter of consent from proposed Owner of the vehicle with relevant document as mentioned above.
12. The Transporter shall ensure that all valid documents like registration certificate of vehicles, permits, insurance and PUC, applicable as per the law must be available with vehicle at all the times. Transporter shall also have to ensure that the all vehicle drivers must possess valid license and same shall be produced by driver to Owner's security at material gate whenever required.
13. Transporter shall submit copy of following documents pertaining to all vehicles before commencement of work:
 - 13.1 The valid registration certificate book (RC) of RTO along with insurance cover note shall be submitted for each vehicle. The vehicle should be either in the name of firm of Transporter or in the name of proprietor. If it is a proprietor firm or in the name of partners as stated in the valid partnership deed or in the name of the company or corporate body supported by relevant duly certified document.
 - 13.2 If the Transporter's vehicle is exempted from the taxation by RTO, then the latest tax exemption certificate issued by RTO authority to that effect shall be submitted.
 - 13.3 The vehicle fitness and PUC certificate (Pollution Under Control) as applicable as per RTO rules shall be submitted.
14. Transporter shall be responsible to ensure the compliances of all statutory compliances for vehicular movement by RTO of the state. All issues related to RTO etc. shall be taken care by Transporter.
15. The local liasoning i.e. outside the plant premises from plant gate to various delivery points shall be in the scope of Transporter.
16. Transporter shall ensure that the tippers shall not load quantity in excess of the passing load approved by RTO.
17. **Lead Measurement:** Before commencement of work, distance of various delivery points from Owner's loading points shall be measured by visiting the site jointly or as per google map (wherever applicable). The measured distance of a particular delivery point (One Way) shall be considered as lead for that delivery point. The measured distance will be final & binding on both the parties and shall be used for payment purpose.

18. **Quantity Measurement:** Weighment (Tare and Gross) of each loaded Tipper and Bulker will be done at Owner's weighbridge and the weighment slip will be enclosed with LR copy. The net weight received at Owner's weighbridge will be final and binding on both the parties –OR- As directed by EIC as per Owner's SOP.
19. Maximum speed limit for Tipper during transportation of fly ash to various ash utilization avenues:
- 19.1 For loaded and empty tippers : 20 Kms/ hour (Inside Owner's plant premises)
- 19.2 For loaded and empty tipper: 40 Kms/ hour (Outside plant premises up to various delivery points or road authorities' guidelines).
- 19.3 All vehicle will run as per above defined speed limits. In case of non-compliance, following penalties will be imposed on Transporter.
- a) In 1st Instance: A Penalty of Rs. 1000/- shall be imposed on Transporter.
- b) In 2nd Instance: A Penalty of Rs. 5000/- shall be imposed on Transporter.
- c) In 3rd Instance: Owner will cancel the gate pass of that driver and Transporter has to expel the driver. The instances shall be counted tipper wise.
20. In case, any helper of deployed vehicle founds driving the vehicle without proper and valid driving license then Owner shall impose heavy penalty on Transporter at their own discretion/ as per norms of APL Tiroda Safety department/ Owner's Safety Management System.
21. The loaded tipper should be properly covered with tarpaulin during ash transportation from loading point to delivery point. The Transporter shall ensure the proper and tightened covering of loaded material with tarpaulin. After tightening of tarpaulin, the Tipper body and tarpaulin has to be cleaned to prevent the dusting during the transportation of material. Also, after the loading, the tippers body and the tyres should be water cleaned by Transporter in the facility given inside the plant premises by the Owner.
- Likewise, after unloading and while returning to loading point, Transporter shall ensure proper folding of tarpaulins tighten with available strings, kept properly on the tipper for preventing any dusting during transit.
- Also, Transporter shall ensure for the water cleaning of ash deposits on vehicle and the tyres before releasing the vehicles from the delivery/ loading point in order to avoid spillages on road/ dusting during transit. The water at site for cleaning activity shall be arranged by the Transporters.
- In case of non-compliance, following penalties will be imposed on Transporter.
- a) In 1st Instance: A Penalty of Rs. 1000/- shall be imposed on Transporter.
- b) In 2nd Instance: A Penalty of Rs. 2000/- shall be imposed on Transporter.

c) In 3rd Instance: Owner will cancel the gate pass of that driver and Transporter has to expel the driver. The instances shall be counted tipper wise.

22. It is Transporter's responsibility to educate their supervisors/ drivers/ helpers/ other staffs members for handling of ash as per Contract clauses. They must coordinate with Owner's EIC during the Contract period for scheduled awareness sessions for supervisors/ drivers/ helpers/ other staffs members.

Transporter shall ensure that drivers shall not take halts anywhere during transit of loaded vehicle for preventing any sabotage by outsiders. Any halts shall only be taken during transit of empty vehicle.

Transporter shall support Owner's EIC during Contract period for making any kind of provision (inexpensive solutions, which can be done in-house by transporters) in tipper's body which can prevent spillage from the tippers during transit.

Transporter and their drivers shall be responsible for the loading and transporting such material which may cause spillage during transit. In case, the loading machine operator inadvertently loads such material into the tippers, it is the responsibility of driver to intimate to Owner's EIC or their supervisors for further necessary action for unloading of material inside plant only. In any case, the same material cannot be transported outside the plant premises.

In case of non-compliance and spillage during transit due to the above-mentioned reason, the transporter has to expel the driver on immediate basis and the entry of driver to APL Tiroda site shall be permanently terminated in addition to a penalty of Rs. 10,000 on Transporter for the instance.

23. In case of accident of vehicles or breakdown, the Transporter shall provide immediate transshipment of goods through alternate replacement vehicles at their own cost. Transporter shall take responsibility of reporting accidents, loss, theft, damage of the cargo or any other similar incidents to the originating point and destination point.

During the transshipment of goods due to accident or break down of vehicles, the spilled-out material has to be cleaned by Transporter, either inside or outside the Owner's premises.

Transporter shall ensure that during the transportation of material, there should not be any spillage from the tippers and no material should be unloaded enroute from the tippers due to the overloading and any other reasons. In case of any such act noticed, the Transporter is liable to be fined as per Owner's discretion. The fine shall not be less than Rs. 10,000 per instance.

24. Transporters who will deploy open tippers for transportation of fly ash during the Contract period shall have to deploy water tankers to all the routes of transit (from Owner's plant gate to various delivery points) for cleaning of fly ash from road on as and when required basis. In case of non-compliance, the Transporter is liable to be fined as per Owner's discretion. The fine shall not be less than Rs. 2,000 per instance.

In any case, the drivers of tippers will not leave the place where the ash dropped in quantity from tippers during transit due to opening of back door inadvertently or due to any other reason. The driver should inform for the incident to Transporter and EIC immediately for arrangement of cleaning resources. The driver should stay on the place until the lifting and cleaning of dropped ash is done. In case of non-compliance, a penalty of Rs. 10,000 per instance shall be imposed on the Transporter.

25. The lifted quantity by any tipper during Contract period has to be unloaded/ delivered to the identified and allotted sites only. In case, it is found that any transporter/ driver is unloading/ delivering material to unknown sites without information to Owner/ prior permission from Owner, a penalty of Rs. 10000/- shall be imposed on Transporter for that trip in addition to nonpayment of transportation charges of that trip. In case of more than Three (3) instances, tipper wise, the tipper shall be restricted by the Owner for further execution of work in Contract period.

26. Transporter shall ensure that the vehicles do not divert from the routes prescribed by Owner without prior approval thereof. Any deviation on routes prescribed by Owner shall be intimated to the Owner immediately with specific reasons.

27. Unloading will be done by the Tipper's hydraulic unloading system & it shall be solely Transporter's responsibility.

28. All resources such as manpower, vehicle (Tipper), consumables, fuels, etc. Required for execution of work shall be in Transporter's scope.

29. To & Fro travelling, local conveyance, food and accommodation of Transporter's supervisor drivers/ operators, helpers and other staff members is in Transporter's scope.

30. Owner shall provide the office area near Owner's weighbridge to Transporter for monitoring the vehicles movements and for preparing challans & LRs. The manpower engaged for office work shall work in coordination with Owner's EIC and team.

31. The Transporter shall take due care to protect the cargo against rain, fire, damage, theft, pilferage etc. and shall be responsible for damages/ shortages arising there from and shall indemnify Owner for such losses. The Transporter undertakes that Owner shall have the right and be entitled to deduct

the amount of such losses or damages from the bills/security deposit or any amount outstanding to the Transporter from Owner. In case, there are no outstanding bills, the Transporter shall pay the amount so demanded / claimed by Owner within 7 (seven) working days from the date of such claim / demand.

32. The Transporter shall unless specifically excluded in the Contract, shall perform all such work not specifically mentioned in the Contract, but can be reasonably inferred from the Contract as being required for attaining the completion of the works as if such work and/ or items were expressly mentioned in the Contract.
33. Transporter has to take comprehensive insurance policy to cover the vehicles, drivers, cleaners and third party as per the motor vehicles act. Also, all manpower engaged by Transporter for execution of work inside the plant premises (i.e. for supervision etc.) should be insured adequately i.e. with WC Policy/ ESIC and their PF & other requirement should be fulfilled by the Transporter as per the rules/ labour law.
34. Contractor's manpower has to follow the safety rules of APL Tiroda and shall work as instructed by EIC and Safety officer of APL Tiroda during execution.
35. Transporter has to ensure that, their staff should possess valid APL Tiroda ID.
36. Transporter has to provide all safety gadgets, PPE (as per requirement and advised by Owner Safety dept.) to their workmen.
37. Transporter shall issue lorry receipt (LR) duly filled with all required details for every trip of vehicle.
38. All Supervision services at loading points, delivery points (material handling sites) and during transit (i.e. on road, villages and approach roads of various sites) shall be in Transporter's scope.
39. Transporter's supervisor shall communicate to Owner's Engineer-In-Charge regarding the work status at the end of each shift. Transporter's supervisor shall communicate immediately in case of breakdown of vehicles.
40. Owner shall provide the planning before 24 hours on regular basis to Transporter for transportation of Fly Ash during the Contract period.
41. The quantity shall be executed as per the requirement of Owner during the Contract period.
42. The Transporter has to install the GPS systems from identified GPS service provider by the Owner (single operator for all deployed vehicle during the Contract period) in the vehicles deployed for supplying fly ash to various avenues during the Contract period. The access to the tracking portal shall be provided by Transporter to Owner's Engineer In Charge for monitoring purpose. The monthly/

periodic reports of GPS system, vehicle and trip wise, should also be submitted by Transporter to Owner's Engineer In Charge". The periodic report generation from the portal shall also be done by Owner as and when required.

43. **Price Escalation/ De-escalation:**

- a) The unit rates shall remain firm during the validity of the Contract and no escalation of whatsoever nature shall be applicable, except in case of cumulative variation in diesel price beyond +/- Rs. 2 per liter.
- b) If there is cumulative variation in average diesel price for the particular month by more than Rs. 2 per liter, we shall allow the variation in transportation rates by 0.50% for every 1% variation in diesel price. This variation includes all direct and indirect costs.
- c) In case of any variation in diesel price, the base diesel price for the purpose of calculation shall be **Rs. 93.78 per liter as on 22.12.2023 at Tiroda. (Illustration as per attached Annexure-VII)**

Annexure-IV

Special Terms and Conditions (SCC) for providing services for execution of excavation and loading of pond ash on tonnage basis for Ash Utilization dept. for Adani Power Limited, Village: Tiroda, Dist.: Gondia, Maharashtra

A] Securities:

- a) The Contractor shall provide the Securities specified below in favor of the Owner at the times & in the amount, manner and form specified below.

Contract Performance Bank Guarantee:

- i. Contractor shall submit a Contract Performance Security (CPS), as a Security for the Performance of the Contract, in the form of a Contract Performance Bank Guarantee from Nationalized/ Scheduled Bank (except from Co-operative Banks) for 5% value of the Total Contract Price.
- ii. The validity of the CPS shall be till the end of Completion Period. In case any extension is granted to this Contract, the validity of the CPS shall be extended accordingly.
- iii. The CPS will be forfeited if the Service is abandoned before the Completion period as specified in the Contract due to the reasons attributable to Contractor.
- iv. The CPS shall be submitted within 10 days from the date of release of Contract, failing which APL Tiroda reserves the right to cancel the Contract or keep an amount equivalent to CPBG value on hold from the amount payable by the Owner to the Contractor.

B] Terms of Payment:

- a) 100% of the Contract Price along with 100% applicable Goods & Services Tax (GST) shall be released against monthly progressive running account (RA) bills on prorata basis within Thirty (30) days after receipt of bills. The bills shall be paid based on actual certified quantity and value passed by Owner's Engineer In-Charge..

The RA bills shall be prepared on the basis of the cumulative work completed till the end of the particular month wherefrom the following shall be adjusted:

- i. Amounts due to Owner payable by Contractor.
- ii. The previous payments made.
- iii. Holds suggested by Owner's manager.
- iv. Statutory deductions (e.g. income tax, TDS etc.), if any.
- v. Other deductions, if any.

Contractor shall ensure submission of following documents prior to submission of 1st RA bill:

- i. Acceptance of the Contract.
- ii. Mobilization certificate certified by Owner's Engineer-In-Charge.
- iii. Copies of insurance policies as required under this Contract.

Payment shall be made against RA bills on submission of the following documents:

- i. Invoice (clearly indicating cross referencing the Contract item no.). Invoice should contain the Goods & Service Tax (GST) number and income tax pan number.
- ii. Quantity Measurement sheet duly approved by Owner's engineer-in-charge based on weightment slip quantity.

The payments certified through RA bills shall be treated as advance payments against the final bill. The quantities of work certified by the RA bill shall not be considered as final and the same will not entitle Contractor to raise any claim, whatsoever.

b) Submission of RA bills:

Three set of RA bills (1 original + 2 copy) shall be submitted to the Owner's manager.

- c) Please note that any certificates issued or payment released shall neither be considered as conclusive evidence of the satisfactory performance of the work/facilities covered under the Contract, either wholly or in part, nor shall any certificate or payment be construed as acceptance of defective or improper work/facilities or as relieving Contractor from their responsibility under this Contract.
- d) TDS: The applicable TDS will be deducted from the Contractor's bill amount.

OR

100% Invoice Value (Invoice to be raised on monthly basis) shall be paid through irrevocable Letter of Credit (LC) with a usance period of one hundred eighty (180) days.

The monthly Invoice shall be prepared on the basis of the cumulative work completed till the end of the particular month which shall be certified by Applicant's Engineer In Charge (EIC).

Payment shall be made against Invoice on submission of the following documents:

Signed and stamped commercial invoices (clearly indicating cross referencing the contract item no.): - 1 set of original + 3 sets of copies for claiming payment, certifying that services are as per service order.

Quantity measurement sheet duly approved by Applicant's EIC.

The applicable TDS will be deducted from the beneficiary's Invoice amount.

Invoice should contain the goods & service tax (GST) number and Income Tax PAN Number.

Diesel escalation/ de-escalation statement duly approved by Applicant's EIC.

Credit notes (if any) by beneficiary to Applicant, as applicable duly approved by Applicant's EIC.

The payments certified through monthly Invoices/ LC shall be treated as advance payments against the final bill. The quantities of work certified by the monthly Invoices shall not be considered as final and the same will not entitle the Transporter to raise any claim, whatsoever.

Please note that any certificates issued, or payment released shall neither be considered as conclusive evidence of the satisfactory performance of the work/ facilities covered under the Contract, either wholly or in part, nor shall any certificate or payment be construed as acceptance of defective or improper work/ facilities or as relieving beneficiary from their responsibility under this Contract.

Interest charges for 45 days from the date of negotiation shall be to the Beneficiary's account (if beneficiary wants to discount LC within 45 days), while interest charges for balance 135 days shall be to the Applicant's account.

All bills under LC shall be discounted by Applicant or Beneficiary based the lower Interest rate offered by their banks.

All bank charges (in respect of LC charges) pertaining to beneficiary's bank (Contractor's/ Transporter's bank) shall be on account of beneficiary and all other bank charges pertaining to applicant's bank (Owner's bank) shall be on account of Applicant.

Any expenses towards extension of LC due to the default of the beneficiary shall be to the beneficiary's account.

C] Tax & Duties/ TDS:

The Contract Price is inclusive of all taxes & duties except Goods & Service Tax (GST). GST shall be paid by Owner to Contractor on submission of documentary proof. [Presently GST is applicable @ 18% of total Contract price].

The applicable TDS (e.g. Income Tax etc.) will be deducted from Contractor's Running & Final Bill amount.

No other Taxes & Duties shall be paid by the Owner over and above the Taxes & Duties mentioned in this Contract.

However, if within the stipulated period of the Works/ Facilities, there are any statutory changes in taxes and duties, the same shall be adjusted/ reimbursed by Owner suitably upon submission of authentic documents by the Contractor.

D] Completion Period:

The Contract Period shall be valid up to 31.03.2025 from the date of release of Contract.

E] Liquidated Damage (LD):

Not Applicable

F] Defect Liability Period:

Not Applicable

G] Other Terms & Condition:

1. Contractor has to deploy sufficient nos. of excavator machine (Model Ex-210 and above) at site, as per loading point availability, during the Contract period to fulfill the daily target of loading and shifting of fly ash quantity as decided by Owner's EIC.
2. All manpower, tools & tackles, machinery i.e. Excavators (Model Ex-210 and above) as per the site requirements, its fuel (HSD), consumables (Oil & lubricants etc.), driver's salary, supervisor and helpers, maintenance, insurance charges, RTO Tax, PUC charges, municipal taxes, license fee, registration charge and any other related charges, safety gadget, PPE's etc. required for execution of job shall be in Contractor's scope.
3. **Mode of measurement:** The loaded quantity into tippers (as per weight calculation method of transportation work) from various loading points at ash ponds, during any particular period, shall be considered for billing and payment purpose. However, the billing quantity should be certified by Owner's EIC and accordingly, the bills shall be submitted by Contractor along with certified quantity measurement sheet.
4. No idling charge shall be paid to the Contractor during the tenure of the Contract. The BOQ for subject work is tentative and the work shall be executed as per the requirement of Owner during the Contract period.
5. The Contractor shall ensure that availability of machines should be on 24 hours basis at Owner premises.
6. In case of breakdown of deployed machines, the same shall be replaced by the Contractor by other machine on immediate basis.
7. In case of non-availability of required machinery due to unavailability of operators and breakdown of machinery, if the daily target of loading and shifting of fly ash from ash pond is not achieved, the suitable penalty will be imposed to Contractor by the Owner at their discretion.
8. Due to unavailability of required services at any point of time during the Contract period by Contractor, if Owner hires the machinery from other sources for fulfilling the daily loading and shifting target, any additional cost towards machine hiring shall be recovered from the Contractor's bills.

9. All equipment engaged for execution of work must be maintained and equipped with all mandatory safety requirements and fittings. Contractor shall responsible for periodic RTO checking of equipment and vehicles and fulfilment of all RTO norms.

Equipment age should be as per norms of APL Tiroda Safety department/ Owner's Safety Management System.

All equipment entering Owner's plant premises shall have to undergo 'Pre Entry Inspection' of vehicles as per the check list (mentioned in clause no. 29 below). Equipment which are not qualifying 'Pre Entry Inspection' shall not be allowed to enter Owner's plant premises.

10. Contractor will not deploy/ employ Minor persons (below 18 years) for attending this Work Order Jobs as per the Labour Act. Also, the maximum age of deployed manpower should be as per Owner's policy and Labour act. The contractor shall ensure that all their workmen shall be covered under ESIC/ WC policy and Contractor shall submit the related documents to Owner as required time to time.
11. Contractor's workmen shall be physically fit and a certificate of fitness shall have to be submitted by the Contractor to Owner's EIC.
12. In case of any safety rules violation, Contractor is liable to be fined as per attached Owner's Safety Requirement.
13. Contractor has to ensure that the Drivers/ Operators must possess valid License and must be well trained.
14. Supervision services at sites shall be in Contractor's scope.
15. Fuel/ Diesel for daily running of machines and its transportation from outside to execution site shall be on Contractor's scope by following all procedure of Owner's plant like security and safety etc.
16. Contractor's supervisors/ operators shall communicate regarding the progress of work/ movement of equipment to Owner's EIC on regular basis. Contractor's supervisors/ operators shall communicate immediately in case of breakdown of equipment.
17. All equipment shall be mobilized as per the requirement given by Owner's Engineer-in-charge.
18. The quantity is tentative mentioned in BOQ, the same can be changed at any point of time during contract period to any extend (+/-). The award of contract can be done to multiple Contractors with split quantities as per Owner's discretion. Contract period may also be in split pattern as decided by Owner.
19. Contractor has to take Third Party Liability Insurance for the vehicles and equipment. The vehicles/ equipment and drivers/ operators/ helpers must be adequately insured. If required by Owner, Contractor has to comply the rules of PF and ESIC etc.
20. Lodging, boarding, local conveyance & transportation of workmen shall be in Contractor's scope.

21. Irrespective of the item description, all the works required for the completion of the execution of the BOQ item/s have been considered by the Contractor and the rate quoted by them is confirming to the same. Claim for extra item shall not be considered on account of the item description.
22. The Contractor will perform the Services in a manner that gives appropriate regard to the protection of the natural environment.
23. The Contractor will comply with all Statutory & Regulatory requirements and codes of practices relating to the services being offered as may be relevant.
24. The Contractor will follow all Environmental Operational Controls while carrying out the activities within plant premises as per the instruction by user dept.
25. Contractor has to ensure that their staff should possess valid APL Tiroda ID etc.
26. The Transporter has to submit the Police Verification Certificate for all their Drivers/ Supervisors/ Helpers and other staff, along with the Behavioral Certificate which includes past history and antecedent verification.

27. Price Escalation/ De-escalation:

- a. The unit rates shall remain firm during the validity of the Contract and no escalation of whatsoever nature shall be applicable, except in case of cumulative variation in diesel price beyond +/- Rs. 2 per liter.
- b. If there is cumulative variation in average diesel price for the particular month by more than Rs. 2 per liter, we shall allow the variation in transportation rates by 0.50% for every 1% variation in diesel price. This variation includes all direct and indirect costs.
- c. In case of any variation in diesel price, the base diesel price for the purpose of calculation shall be **Rs. 93.78 per liter as on 22.12.2023 at Tiroda. (Illustration as per attached Annexure-VII)**

28. Check point of Pre-Entry Inspection are as under.

- A. Identification number marked and readable
- B. Manufacturer's Data Plate - present, clean and readable.
- C. Overhead Guard - no loose bolts or cracks.
- D. Axle Load/ safe working load
- E. On board 1 Kg ABC type fire extinguisher
- F. Main Horn/ Reverse Horn Working
- G. Head light/ Tail reverse light working
- H. Side indicator light working
- I. All hydraulic Hoses - No leak
- J. Fuel Tank, All Fuel pipes - No leak
- K. Battery Powered - plug connection, charge level, battery water level.
- L. Hydraulic oil level adequate
- M. Brake Fluid Level adequate
- N. Tires Air Pressure and Condition
- O. Dash Board Gauges working normal and indicate within normal range
- P. Parking break works properly
- Q. Brake - hold brake down for 10 seconds.
- R. Clutch - engages properly and smoothly.

- S. Steering Wheel - correct amount of tension, no excess free play.
- T. Load Chart For crane and forklift
- U. Over load indicator and Alarm
- V. Load chart for crane/ forklift
- W. Certificate of testing- lifting tool
- X. Certificate of fitness testing – RTO and PUC Certificate
- Y. Insurance policy papers
- Z. Others (As per work/ site requirement informed by Owner's Safety/ User dept.)

Annexure-V

Schedule of Rate for Material Handling

The Material Handling at Sites shall be executed by Contractor strictly as per the Owner's SOP, which is made as per Office Memorandum no. F. No. 22-13/2019-IA.III dated 28.08.2019 issued by MoEF & CC (Impact Assessment Division) & as directed by Owner's EIC without any deviation.

Description of Work: Providing services for "spreading, watering & compaction of fly ash at ash utilization site including soil covering"			
Estimated Quantity – as per site requirement			
Sr. No.	Particulars	UOM	Unit Rate (Rs.)
01	Providing services for spreading, watering & compaction of fly ash at the ash utilization site and soil layering with available soil (as per Owner's SOP) on the compacted fly ash layers and compaction of soil layers as directed by Owner's engineer-in-charge.	MT	

Annexure- VI

Special Terms and Conditions (SCC) for Material Handling at Site

A] Securities:

- b) The Contractor shall provide the Securities specified below in favor of the Owner at the times & in the amount, manner and form specified below.

Contract Performance Bank Guarantee:

- i. Contractor shall submit a Contract Performance Security (CPS), as a Security for the Performance of the Contract, in the form of a Contract Performance Bank Guarantee from Nationalized / Scheduled Bank (except from Co-operative Banks) for 10% value of the Total Contract Price.
- ii. The validity of the CPS shall be till the end of Completion Period. In case any extension is granted to this Contract, the validity of the CPS shall be extended accordingly.
- iii. The CPS will be forfeited if the Service is abandoned before Completion period as specified in the Contract due to the reasons attributable to Contractor.
- iv. The CPS shall be submitted within 10 days from the date of release of Contract, failing which APL Tiroda reserves the right to cancel the Contract or keep an amount equivalent to CPBG value on hold from the amount payable by the Owner to the Contractor.

B] Terms of Payment:

- a) 90% of the Contract Price along with 100% applicable Goods & Services Tax shall be released against monthly progressive running account (RA) bills on pro-rata basis within Thirty (30) days after receipt of bills. The bills shall be paid based on actual certified quantity and value passed by Owner's Engineer In-Charge.

The RA bills shall be prepared on the basis of the cumulative work completed till the end of the particular month where from the following shall be adjusted:

- i. Amounts due to Owner payable by Contractor.
- ii. The previous payments made.
- iii. Holds suggested by Owner's manager.
- iv. Statutory deductions (e.g. income tax, TDS etc.), if any.
- v. Other deductions, if any.

Contractor shall ensure submission of following documents prior to submission of 1st RA bill:

- i. Acceptance of the Contract.

ii. Mobilization certificate certified by Owner's Engineer-In-Charge.

iii. Copies of insurance policies as required under this Contract.

Payment shall be made against RA bills on submission of the following documents:

- iii. Invoice (clearly indicating cross referencing the Contract item no.). Invoice should contain the Goods & Service Tax (GST) number and income tax pan number.
- iv. Inspection release note.
- v. Measurement sheet duly approved by Owner's engineer-in-charge.

The payments certified through RA bills shall be treated as advance payments against the final bill.

The quantities of work certified by the RA bill shall not be considered as final and the same will not entitle Contractor to raise any claim, whatsoever.

b) Balance 10% of the Contract price shall be paid after completion of Defect Liability Period.

c) Submission of RA bills:

Three set of RA bills (1 original + 2 copy) shall be submitted to the Owner's manager.

d) Please note that any certificates issued or payment released shall neither be considered as conclusive evidence of the satisfactory performance of the work/facilities covered under the Contract, either wholly or in part, nor shall any certificate or payment be construed as acceptance of defective or improper work/facilities or as relieving Contractor from their responsibility under this Contract.

e) TDS: The applicable TDS will be deducted from the Contractor's bill amount.

OR

90% of the Invoice value (Invoice to be raised on monthly basis) along with 100% applicable Goods & Services Tax (GST) shall be paid through irrevocable Letter of Credit (LC) with a usance period of one hundred eighty (180) days.

The monthly Invoice shall be prepared on the basis of the cumulative work completed till the end of the particular month which shall be certified by Applicant's Engineer In Charge (EIC).

Payment shall be made against Invoice on submission of the following documents:

Signed and stamped commercial invoices (clearly indicating cross referencing the contract item no.):

1 set of original + 3 sets of copies for claiming payment, certifying that goods are as per so.

Inspection release note issued by Applicant's EIC.

Measurement sheet duly approved by Applicant's EIC.

The applicable TDS will be deducted from the beneficiary's bill amount.

Invoice should contain the goods & service tax (GST) number and income tax PAN number.

Diesel escalation/ de-escalation statement duly approved by Applicant's EIC.

Credit notes (if any) by beneficiary to applicant, as applicable duly approved by Applicant's EIC.

The payments certified through monthly Invoices/ LC shall be treated as advance payments against the final bill. The quantities of work certified by the monthly Invoices shall not be considered as final and the same will not entitle the Transporter to raise any claim, whatsoever.

Please note that any certificates issued or payment released shall neither be considered as conclusive evidence of the satisfactory performance of the work/ facilities covered under the Contract, either wholly or in part, nor shall any certificate or payment be construed as acceptance of defective or improper work/ facilities or as relieving beneficiary from their responsibility under this Contract.

Interest charges for 45 days from the date of negotiation shall be to the Beneficiary's account (if beneficiary wants to discount LC within 45 days), while interest charges for balance 135 days shall be to the Applicant's account.

All bank charges (in respect of LC charges) pertaining to beneficiary's bank (Contractor's/ Transporter's bank) shall be on account of beneficiary and all other bank charges pertaining to applicant's bank (Owner's bank) shall be on account of Applicant.

All bills under LC shall be discounted by Applicant or Beneficiary based the lower Interest rate offered by their banks.

Any expenses towards extension of LC due to the default of the beneficiary shall be to the beneficiary's account.

Balance 10% of the Invoice value shall be paid directly by Applicant to beneficiary after completion of Defect Liability Period of One (1) year.

C] Tax & Duties/ TDS:

- a) The Contract Price is inclusive of all taxes & duties except Goods & Service Tax (GST). GST shall be paid by Owner to Contractor on submission of documentary proof. [Presently GST is applicable @ 18% of total Contract price].
- b) The applicable TDS (e.g. Income Tax etc.) will be deducted from Contractor's Running & Final Bill amount.
- c) No other Taxes & Duties shall be paid by the Owner over and above the Taxes & Duties mentioned in this Contract.

- d) However, if within the stipulated period of the Works/ Facilities, there are any statutory changes in taxes and duties, the same shall be adjusted/ reimbursed by Owner suitably upon submission of authentic documents by the Contractor.

D] Completion Period:

The Contract Period shall be valid up to 31.03.2025 from the date of release of Contract.

E] Liquidated Damage (LD):

Not Applicable

F] Defect Liability Period:

The Defect Liability Period shall be for a period of Twelve (12) months from the date of Completion of individual site in all respect.

G] Other Terms & Condition:

1. All manpower, tools & tackles, machinery, equipment like excavators, JCBs, Rollers and water takers, dozer/ tractor dozers etc. as per the site requirements, fuel (HSD), consumables, safety gadget, PPE's etc. required for execution of job shall be in Contractor's scope.
2. Lodging, boarding, local conveyance & transportation of workmen shall be in Contractor's Scope.
3. All local liasioning during execution of work at various material handling sites shall be in the scope of Contractor.
4. Making of suitable approaches for executing works is deemed to be included in Contractor's Prices with no extra cost implication to Owner.
5. Water and Power at site shall be arranged by Contractor. Dewatering of any nature, required for the entire scope of works is included in the Scope and no additional payment shall be made by the Owner in this regard.
6. **Mode of measurement:** The transported quantity for the particular period shall be considered for billing and payment purpose. However, the billing quantity should be certified by Owner's engineer-in-charge (EIC) and bills shall be submitted along with inspection note & measurement sheet duly certified by EIC.
7. Site Repairing: Transporter who will be engaged for Transportation of fly ash and material handling at site has to execute the site repairing activities by deploying sufficient manpower and machinery.
8. After completion of the site, the Contractor shall arrange the spreading of grass seeds provided by the Owner's EIC on the reclaimed land without any additional cost. This shall be done subject to approval of land Owner.

9. Dedicated water tankers especially for preventing dust emission during execution of work at material handling sites and their approach roads has to be deployed by Transporter on as and when required basis. In case of non-compliance, the same shall be arranged by Owner separately and the cost of same incl. a penalty of Rs. 2000 per instance shall be recovered from the Transporter.
10. No idling charge shall be paid to the Contractor during the tenure of the Contract.
11. All equipment engaged for execution of work must be maintained and equipped with all mandatory safety requirements and fittings. Contractor shall be responsible for periodic RTO checking of equipment and vehicles and fulfilment of all RTO norms.
12. The expenses towards Fuel, Oil & Lubricants, HSD, Driver's Salary, Supervisors and helpers, Vehicle Maintenance, Insurance Charges, RTO Tax, PUC Charges, Municipal Taxes, License Fee, Registration Charge and other charges are in Contractor's scope.
13. Contractor will not deploy/ employ Minor persons (below 18 years) for attending this Work Order Jobs as per the Labour Act. Also, the maximum age of deployed manpower should be as per Owner's policy and Labour act. The contractor shall ensure that all their workmen shall be covered under ESIC/ WC policy and Contractor shall submit the related documents to Owner as required time to time.
14. The Transporter has to submit the Police Verification Certificate for all their Drivers/ Supervisors/ Helpers and other staff, along with the Behavioral Certificate which includes past history and antecedent verification.
15. Contractor's workmen shall be physically fit and a certificate of fitness shall have to be submitted by the Contractor to Owner's EIC.
16. In case of any safety rules violation, Contractor is liable to be fined as per attached Owner's Safety Requirement.
17. Irrespective of the item description, all the works required for the completion of the execution of the BOQ item/s have been considered by the Contractor and the rate quoted by them is confirming to the same. Claim for extra item shall not be considered on account of the item description.
18. The Contractor will perform the Services in a manner that gives appropriate regard to the protection of the natural environment.
19. The Contractor will comply with all Statutory & Regulatory requirements and codes of practices relating to the services being offered as may be relevant.
20. The Contractor will follow all Environmental Operational Controls while carrying out the activities within plant premises as per the instruction by user dept.

21. Price Escalation/ De-escalation:

- a) The unit rates shall remain firm during the validity of the Contract and no escalation of whatsoever nature shall be applicable, except in case of cumulative variation in diesel price beyond +/- Rs. 2 per liter.
- b) If there is cumulative variation in average diesel price for the particular month by more than Rs. 2 per liter, we shall allow the variation in transportation rates by 0.50% for every 1% variation in diesel price. This variation includes all direct and indirect costs.
- c) In case of any variation in diesel price, the base diesel price for the purpose of calculation shall be **Rs. 93.78 per liter as on 22.12.2023 at Tiroda. (Illustration as per attached Annexure-VII)**