



MEIL ANPARA ENERGY LIMITED

INVITES PROPOSAL

FOR

**UTILIZATION OF POND ASH FOR ROAD LAYING,
FLYOVER EMBANKMENTS BY TRANSPORTER AT 6-LANE
GREENFIELD VARANASI-RANCHI-KOLKATA HIGHWAY
JUNCTION FROM NH-19 (BETWEEN REWASA VILLAGE
TO KHAINTI VILLAGE)**

FROM

2X600 MW – ANPARA “C”

THERMAL POWER STATION

Offer Specification No.

MAEL/IP/ASH-Road Projects & Mines/2026-27/03

MEIL ANPARA ENERGY LIMITED

Anpara, Sonbhadra (U.P.) - 231225

A. INVITATION & INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

1.1 MEIL ANPARA ENERGY LIMITED (hereinafter referred to as 'MAEL') a company incorporated under the Companies Act, 1956, having its registered office at H. No. C/02/177, Sector C Pocket 2 Sushant Golf City, Lucknow, Uttar Pradesh, India, 226030. MAEL is operating 2 x 600 MW Anpara 'C' coal based Thermal Power Station at P.O-Anpara, District Sonbhadra, (National Highway-39) Uttar Pradesh-231225.

Ash is generated as a by-product in the process of generation of electricity at the Thermal Power Station. MAEL intends to promote utilization of pond ash as resource material for Road laying, Road and Flyover embankments as per the provisions of MoEF&CC notification dated 31st December 2021. In order to facilitate this, MAEL wishes to allow off take of pond ash for utilization in Road laying, Road and Flyover embankments to be issued "free of cost" and on "as is where is" basis from the ash pond of 2x600 MW Anpara "C" TPS situated at village Belwadah which is at a distance of around 14 KM from Power Station.

1.2 Basic Information:

- 1.2.1 Plant capacity :2x600 MW (Unit 1&2).
- 1.2.2 Target Quantity of pond ash to be disposed of 15,00,000 MT
- 1.2.3 Project Location: Construction of 6-Lane Greenfield Varanasi-Ranchi-Kolkata Highway junction from NH-19 & Varanasi Ring Road near Rewasa Village to Junction with Chandauli-Cainpur road near Khainti Village (from km 0+000 to km 27+000)
- 1.2.4 Distance of Project Location: 195 KM to 210 KM
- 1.2.5 Target time Period: April 2026 to March 2027.**
- 1.2.6 Last date of Bid submission: 7th May 2026**
- 1.2.7 The plant is situated at a distance of about 190 Kms from Varanasi
Location: Anpara "C" Thermal Power Station, Anpara, Sonbhadra, Uttar Pradesh 231225
Latitude: 24.2052° North Longitude: 82.7965° East

2. ASH QUANTITY & PROJECT LOCATION

Total ash quantity to be transported till March 2027 shall be 15,00,000 MT. The ash shall be delivered to NHAI for 6-Lane Greenfield Varanasi-Ranchi-Kolkata Highway junction from NH-19 & Varanasi Ring Road near Rewasa Village to Junction with Chandauli-Cainpur road near Khainti Village (from km 0+000 to km 27+000) in the state of Uttar Pradesh.

3. QUALIFICATION REQUIREMENT FOR BIDDERS.

Technical & Financial Qualification requirements of Bidders are given in following sections. Bidders who do not satisfy the Technical Criteria and Financial Criteria shall be disqualified and their Bid shall be rejected. Bidders are also required to submit all relevant forms specified in Technical Criteria and Financial Criteria along with their Bid failing which, the Bidder shall be disqualified, and the Bid shall be rejected. Bidders submitting incomplete or unsigned forms shall also be disqualified and their Bid shall stand rejected.

4. TECHNICAL CRITERIA

The bidder should meet the following technical requirements: -

Parameters	Documents required to be submitted
Bidder should have executed the work of “Transportation (Including any ongoing contract) of Ash /Coal/ Overburden/ soil /earth/sand/ aggregate/ stones/ ballast/ ore/minerals/any other loose material, in the preceding Five (5) years prior to the date of techno commercial bid opening with an order value more than 5 Crores.	Self-certified copies of POs/Work Orders executed substantiating handling in a year.

5. FINANCIAL CRITERIA OF BIDDER

The annual turnover of the Bidder in preceding 3 Financial Years shall be Rs. 15 Crores	Turnover duly certified by Chartered Accountant
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6. TRANSFER OF BID DOCUMENTS:

Transfer of bidding documents issued to a bidder to another is not permissible.

7. SUBMISSION OF BIDS:

- i) Bidders shall submit their Bids [Envelope-I (Techno-Commercial) Bid and separate Envelope-II (Price) Bids] as per the Terms and Conditions of the Bidding Document.
- ii) Single Stage Two Envelope Bidding process is being followed. Accordingly, Bidder meeting the Financial Qualifying Requirements, as specified shall submit Envelope-I (Techno-commercial) Bids and separate Envelope-II (Price) Bids.
- iii) Two or more Bidders cannot submit their bids with same set of loading & transport vehicle registration numbers. In case, two or more Bidders submit their bids with same loading & transport vehicle registration numbers, the techno- commercial bids submitted by all such bidders shall be rejected.
- iv) Bidders may consider the above-mentioned provision while making tie-ups with Associates/Collaborators for submitting their bids.

8. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its bid, and MAEL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

9. CLARIFICATION ON BIDDING DOCUMENTS

- i) A Bidder requiring any clarification regarding the bidding documents may notify MAEL through e-mail or by post at the specified Address for Communication. MAEL will respond to any request for clarification or modification of the bidding documents that it receives. The MAEL will send the Clarifications via e-mail and Bidders can send the clarifications and shall notify through e-mail regarding clarifications if any.
- ii) The Bidder is advised to visit and examine the loading and unloading site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the site shall be borne by the bidder fully.

Address of the site is as below:
 Anpara “C” Thermal Power Station
 MEIL Anpara Energy Limited
 PO: Anpara, Distt: Sonbhadra, U.P – 231225
 Email: Kamaljeet.rai@meilanparapower.com
 Contact Person: Mr. Kamaljeet Rai
 Mobile: +917973003240

- iii) The Bidder and any of its personnel or agents will be granted permission by the MAEL to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the MAEL and its personnel and agents from and against all liability in respect thereof and Bidder & its personnel and agents will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

10. DOCUMENTS COMPRISING THE BID

Single Stage Two Envelope Bidding Procedure shall be followed for the subject package as under:

- i) Envelope-I: Techno-Commercial Bid
- ii) Envelope-II: Price Bid

11. TECHNO—COMERCIAL BID (ENVELOP-I)

The Techno-Commercial Bid shall comprise of the following:

- i) Attachment 1: Power of Attorney: A power of attorney, duly notarized by a Notary Public, indicating that the person signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity.
- ii) Attachment T2: Bidder’s Qualifications
- iii) Attachment T3: Plant & Equipment: List of Transport Vehicles, Loading Equipment, and other Plant & equipment which the bidder proposes to bring to site in case the contract is awarded.

Documentary evidence that the Bidder is eligible to bid and is qualified to perform the contract, if its bid is accepted, shall be furnished in Attachment-3 to Bid as per the technical requirement specified at clause 8. The documentary evidence of Bidder’s qualifications to perform the contract, if its bid is accepted, shall establish to MAEL’s satisfaction that Bidder has capabilities necessary to perform the contract and meets the experience.

Notwithstanding anything stated above, MAEL reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder / his Collaborator(s) / Associate(s) to perform the Contract, should the circumstances warrant such assessment in the overall interest of MAEL.

The physical assessment shall include but not be limited to the assessment of the office/ facilities/ banker’s/ reference works by MAEL. A negative determination of such assessment of capacity and capabilities may result in the rejection of the Bid.

12. ENVELOPE-II: PRICE BID

Bidder shall submit Price Bid for the Project, which shall be opened separately as given below:

P1 - The bidder shall submit the filled-up price bid sheet, against each item mentioned in the Price Bid.

13. BID PRICE (TO BE QUOTED IN ENVELOPE-II (PRICE BID))**A). SINGLE RESPONSIBILITY BASIS:**

Bidders shall quote for the entire work on a “single responsibility” basis such that the total price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of excavation, loading, transport and unloading of ash. This includes all requirements under the Contractor’s responsibilities for acquisition of all permits, approvals and licenses, etc.

B). PRICE SCHEDULE:

Price Schedule P1 contains Schedule 1. Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules as follows:

14. SCHEDULE NO.1

This schedule has Two (2) columns. Bidders shall quote in every column.

- i. Column 1: Bidders to quote the cost component in Rs/ton for excavation of ash in the ash pond and loading it onto its own Hywa trucks.
- ii. Column 2: Bidder to quote the cost component of transportation in Rs per ton of ash per Kilometer for transporting & unloading of ash from the ash pond to the designated disposal site.

15. GST

Applicable GST shall be mentioned against respective work components.

16. FORMAT AND SIGNING OF BID

The Bids, including all the documents submitted, shall be signed by a duly authorized representative of the Bidder to bind him to the contract. The authorization shall be indicated by written power of attorney and shall be submitted in physical form in a separate sealed envelope prior to the deadline for submission of bids.

17. SUBMISSION OF BIDS

The Bid together with its Attachments (Techno-commercial and price) shall be submitted simultaneously at the following address.

Head Procurement & Contracts MEIL
ANPARA ENERGY LIMITED
C/o Megha Engineering & Infrastructure Limited
Tower #1, 6th Floor
Technocrats Industrial Estate (T.I.E)
Balanagar, Hyderabad – 500037
Email: lr.madu@meilanparapower.com
On or before 18:00 Hrs. Dated 07/05/2026.

Bidder shall submit the completed Bid Form, Attachments pertaining to Techno- commercial envelope along with all annexures. Bidders to ensure that all submitted documents must be signed by authorized person.

18. SEALING AND MARKETING OF DOCUMENTS

a). Envelope-I: Shall contain Techno-Commercial Bid

Documents to be submitted as part of Techno Commercial Bid shall be sealed and marked in the following manner:

Power of Attorney document shall be sealed in a separate envelope duly marking the envelope as: "ATTACHMENT-1: POWER OF ATTORNEY"

Attachment 2 – Bidders Qualification (Technical & Financial) and related documents

Attachment 3 – Bidders proposed plant & machinery

All other original documents (along with 2 copies) required to be submitted in physical form shall be sealed in a separate envelope duly marking the envelope as “Techno-Commercial Bid” The envelopes shall then be sealed in an outer envelope.

b). Envelope-II: Price Bid

a). Bidder must submit separate Envelope-II containing Schedule 1 & Schedule 2 (Price Bid).

b). The Price Bid shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT –P1: PRICE BID".

The inner and outer envelopes shall be addressed to MAEL at the specified address

19. MODIFICATION AND WITHDRAWAL OF BIDS

- i). The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received prior to the deadline prescribed for bid submission. MAEL shall return the bid for modification or withdrawal as requested.
- ii). A Bidder wishing to withdraw its bid shall notify MAEL in writing prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by post, or by e-mail followed by post confirmation postmarked no later than the deadline for submission of bids.
- iii) The notice of withdrawal shall be addressed to MAEL at the address named.

20. BID EVALUATION

Preliminary Examination of Techno-Commercial Bids

- i). MAEL will examine the bids to determine whether they are complete, whether required documents have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- ii). Prior to the detailed evaluation, MAEL will initially determine whether each Techno- Commercial bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, MAEL’s rights or the successful Bidder’s obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- iii). No deviation, whatsoever, is permitted by MAEL to any provisions of Bidding Documents. The Bidders are advised that while making their Bid proposals and quoting prices, all conditions may appropriately be taken into consideration.

- iv). MAEL may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation.
- v). MAEL's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by MAEL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

21. EVALUATION OF ENVELOPE-II (PRICE BID)

MAEL's evaluation of a price bid will be as follows:

To determine the Lowest bidder, MAEL will compute the total cost of Loading, Transportation and unloading quoted by each bidder for initial quantity of 15,00,000 tons considering the distance of 200 Kms without considering any diesel price escalation to determine the Evaluated Bid Price. The bidders shall be ranked from the lowest to the highest pursuant to the discovery of the evaluated bid price.

22. L1 Matching Round

Subsequent to the discovery of L1, one opportunity may be provided to other bidders to match the L1 rate. Bidders who chose to match L1 rate would be shortlisted and placed in the ascending order based on the original rate quoted by that bidder and other bidders who did not match their rate with L1 shall be removed from the list. EMD of bidder who did not choose to match L1 price shall be returned within a time period of 15 days after closing of L1 round.

23. MAEL's Right to Accept Any Bid and to Reject Any or All Bids

MAEL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for MAEL's action.

24. Notification of Shortlisting

Prior to the expiration of the period of bid validity, MAEL will notify L1 bidders regarding quantity allocated, time period of completion with corresponding rates by registered letter or by e-mail. On receipt of MAEL's notification, the authorized representative of the bidder shall counter sign the notice as proof of acceptance and shall deliver the same to MAEL within a time period of 3 days from the date of receipt of notice from MAEL.

25. Allocation of Quantity

- i. MAEL reserves the right to allocate ash quantity based on its own assessment of the capability of the Contractor.
- ii. Bidder who has been allocated quantity shall be intimated by MAEL in writing by registered letter or by e-mail along with the rate at which the quantity is allocated and the time period under which the bidder is required to fulfil the delivery of the quantity. On receipt of MAEL's notification, the authorized representative of the bidder shall counter sign the notice as a proof of acceptance and shall deliver the same to MAEL within a time period of 3 days from the date of receipt of notice from MAEL.

26. Formation of Contract

Pursuant to the acceptance of intimation by bidder under clause (A)(30)(ii), a Contract is formed between MAEL and bidder for the designated delivery location, quantity, time period of delivery rate at which the quantity is allocated, subject to price variation clause and condition of contract.

27. Termination of Contract:

MAEL reserves the right to terminate the Contract at any time after its Award without assigning any reason whatsoever. The Contractor shall not have any right to claim for any damages on any account.

28. Environmental Compensation

As per Point (C) (4) of the Notification, it shall be the responsibility of the transporters or vehicle owner to deliver ash to authorized purchaser or user agency and if it is not complied, then an environmental compensation of Rs. 1500 per ton on such quantity as mis-delivered to unauthorized users or non-delivered to authorized users will be imposed besides prosecution of such non-compliant transporters by State Pollution Control Board (SPCB) or Pollution Control Committee (PCC).

MAEL shall share details of shortlisted agencies and trip details with CPCB/SPCB to enable them to enforce the above-mentioned provision in the Notification.

B. CONDITIONS OF CONTRACT**1. CONTRACT AND INTERPRETATION****DEFINITIONS**

The following words and expressions shall have the meanings hereby assigned to them:

- (i) "Contract" means each notice served by MAEL under clause (A) (30) (ii) and counter signed by the shortlisted bidder to register his acceptance, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.
- (ii) "Contract Documents" means the counter signed notice issued under clause (A)(30)(ii) and bid documents signed by the bidder during bid submission.
- (iii) "CC" means the Conditions of Contract hereof.
- (iv) "Project Manager" or Engineer In Charge (EIC) means the person appointed by the MAEL.
- (v) "Contractor" means the person(s) who's bid to perform the Contract has been accepted by MAEL and is named as such in the notice of allocated quantity issued by MAEL pursuant to clause (A)(30)(ii), and has registered his acceptance by counter signing the aforesaid notice and includes the legal successors or permitted assigns of the Contractor.
- (vi) "Contractor's Equipment" or "Plant & Equipment" means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for performance of the contract.
- (vii) "Effective Date" means the date on which the Bidder has placed his signature on the notice of allocated quantity issued as per clause (A)(30)(ii) to register his acceptance.
- (viii) "Time for Completion" for the Project shall be as per the schedule mentioned in the notice of allocated quantity issued as per clause (A)(30)(ii)
- (ix) "Completion" means delivering the total ash quantity mentioned in the notice issued as per clause (A)(30)(ii) at the designated delivery Site.
- (x) "GOODS AND SERVICES TAX" OR "GST" means taxes levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax Act (Compensation to States) Act And Various State/Union Territory Goods and Services Tax Laws and applicable Cess, if any under the laws in force (herein after referred to as GSR Laws)"

**2. INTERPRETATION
LANGUAGE**

All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.

SINGULAR AND PLURAL

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

HEADINGS

The headings and marginal notes in the Conditions of Contract are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

PERSONS

Words importing persons or parties shall include firms, corporations and government entities.

CONSTRUCTION OF THE CONTRACT

- i. Each notice of allocated quantity issued as per clause (A)(30)(ii) forms a Contract.
- ii. The award of subsequent separate Contracts to the same bidder shall not in any way dilute the responsibility of the Contractor for the successful completion of Contracts entered into earlier. Breach in one Contract shall not automatically be construed as a breach of the other Contract(s). But such breach shall confer a right on MAEL to terminate the other Contract(s) at the risk and the cost of the Contractor.

NON-WAIVER

No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

SEVERABILITY

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3. NOTICES

Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, post, special courier, e-mail; to the address of the relevant party set out in the Contract Coordination Procedure to be finalized subsequently.

- i. Any notice delivered personally or sent by e-mail shall be deemed to have been delivered on date of its dispatch.
- ii. Either party may change its postal or e-mail address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.
- iii. Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

4. GOVERNING LAWS

This Contract shall be construed as per and be governed by the laws in force in India. The Courts of Lucknow/Sone Bhadra, Uttar Pradesh, shall have exclusive Jurisdiction over any matter arising out of or in connection with this contract.

The Contractor should ensure to comply with Rules and Regulations and notifications issued by various State Governments in this regard, from time to time. The Contractor should ensure that they comply with the orders and guidelines issued by Hon'ble Supreme Court, with regard to the road transportation so as to ensure safety of not only themselves/ vehicles but also other road users. The Contractor is responsible for any cost, either explicit or implied payable enroute and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Contractor. The Contractor shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the Contractor. MAEL is not responsible for any injuries to the Contractor's personnel inside the company premises.

The Contract as entered into between MAEL and the Contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act, 2007

5. MOTOR VEHICLE ACT

TIME FOR COMMENCEMENT AND COMPLETION

The Contractor shall mobilize all required equipment/ plant & Machinery within a period on 7 days after issue of notice of allocated quantity as per clause (A)(30)(ii). The Contractor shall thereafter proceed to excavate, load, cover, transport and deliver the quantity specified in the aforesaid notice within the time period mentioned in the notice.

In case the Contractor is issued additional order during the time of execution of earlier order, the Contractor shall augment the equipment/ plant & Machinery to meet the additional demand.

6. GUIDELINES FOR TRANSPORTATION OF POND ASH

- i. Excavation, Loading, Transporting & Unloading of ash shall be done on 24X7 basis, except as instructed by EIC under exceptional circumstances.
- ii. The body of the vehicles engaged for transportation shall be perfectly leak proof.
- iii. There will be no consideration for idle charges during the contract period.
- iv. Vehicles carrying ash shall be thoroughly covered on the top with tarpaulin and in-turn fastened with strong nylon/jute ropes so as to ensure that there is no leakage/no spillage of ash during transportation.
- v. In case de-watering is required in ash pond for loading / movement of handling equipment, the Contractor shall mobilise Industrial standard de-watering pumps, pipes and ancillaries like cable board with RCB and carry out de-watering to the nearby location, as per the instructions of EIC at his own expense.
- vi. The Contractor shall adhere to all statutory requirements as per the factory norms.
- vii. The Contractor shall obtain NOCs from Village Panchayat, District administration (Revenue & Disaster management department), RO-UP or any other statutory bodies as applicable and obtain all applicable clearances.
- viii. MAEL will endeavour to update the Contractor about any change in legal requirements for loading / transportation / unloading / etc. of ash. However, it is the responsibility of the

- Contractor to keep themselves updated about all the existing and latest environmental rules / guidelines / notifications for ash loading / transportation / unloading / etc.
- ix. Approach roads, wherever necessary, to access the ash pond as well as at the disposal end shall be made and maintained by the Agency during execution of the work as per road safety guidelines.
 - x. Cleaning of accidental ash spillage from roads inside/outside plant shall be in scope of the Contractor.
 - xi. Vehicle registration number shall be displayed clearly on front, back, left, right and Front glass of the vehicles
 - xii. All the required standard safety measures & PPEs, at the loading & unloading area shall be worn by operating staff as per the instruction of EIC. (Like-Safety helmet, Dust mask, Safety shoe, hand gloves, Safety reflective jackets, reflecting tapes etc.)
 - xiii. Hywa/tippers arranged for ash transportation & loading will be inspected periodically as per MAEL vehicle safety guidelines & entry of unfit vehicle shall be banned.
 - xiv. Vehicle fitness, Insurance, Valid license for excavator operators, drivers shall be displayed at the gate entry for issuing of gate pass.
 - xv. Adequate free board in trucks should be kept avoiding overflow/spillage during transportation
 - xvi. Illumination to be ensured at loading area and roadside.
 - xvii. Daily vehicle inspection to be ensured for identification of the Vehicle healthiness and its rectification.
 - xviii. Vehicle safety devices like horn, back horn and lights inventory shall be maintained by the Contractor.
 - xix. The Contractor shall strictly follow the latest Covid guidelines for all workmen including drivers.
 - xx. All employees of Contractor's including drivers must have Covid vaccination certificate.
 - xxi. Safety supervisors for monitoring of the ash excavation and traffic controller as per requirements in each shift shall be deployed by the Contractor both within the plant e.g. Dyke, weigh bridge, etc, and at the disposal area.
 - xxii. Area for lifting ash in ash dyke will be provided by MAEL & Agency will engage the resources in the marked area only for lifting ash. Lifting of ash from any other area till further instruction will not be allowed.
 - xxiii. The Contractor shall deploy, flag men at entrances and exit of ash pond, supervisors at loading, weighbridge, unloading areas & safety officer on shift basis, to ensure safe disposal of ash.
 - xxiv. The Contractor shall provide Safety officer in all 3 shifts for Safety toolbox talk, vehicles & drivers fitness checking and safe movement of transportation and environment controls inside and outside of plant.
 - xxv. Penalty of Rs. 1,000/- per event of violation may be levied by MAEL on the Contractor in case of any safety violations during the ash disposal as per the MAEL Safety norms.
 - xxvi. Penalty of Rs. 1,000/- per event of violation may be levied by MAEL on the Contractor in case of any Environment violations during the ash disposal as per the MAEL Environment norms.
 - xxvii. The speed limit of vehicles carrying ash should be strictly enforced. Transport vehicles shall not exceed the speed limits specified by authorities and shall not exceed 20 km per hour inside the plant.
 - xxviii. One dedicated supervisor, safety supervisor and two signalmen should be deployed on each shift at loading point to instruct the movement of vehicles during loading and unloading area one supervisor and signal man.
 - xxix. Repair, rectification and correction of the bund shall be carried out by the Contractor, if any damage arises during the period of the execution.
 - xxx. Sweeping of weigh bridge area shall be carried out by the Contractor periodically.

7. POLLUTION CONTROL & HOUSE KEEPING

- i. The Contractor shall arrange for spraying water at the excavation site, along the transportation route and at dumping site to prevent air/dust pollution. Owner will provide water source at ash

- pond. All necessary equipment/ fittings like Industrial standard pumps, pipes and ancillaries like cable board with RCB for filling water tanker shall be arranged by the Contractor.
- ii. Housekeeping of the surrounding work area shall be carried out regularly as per the HSE guidelines
 - iii. Agency has to make arrangements to control fugitive dust emissions during loading and transportation of ash within MAEL premises.
 - iv. Ash to be transported should be conditioned with water to maintain minimum of 15% moisture at the disposal point so that ash does not get air borne and cause fugitive emission.

8. **MAEL'S RESPONSIBILITIES**

- i. MAEL shall ensure the accuracy of all information and/or data to be supplied by MAEL to the Contract, except when otherwise expressly stated in the Contract.
- ii. The MAEL shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.
- iii. If requested by the Contractor, the LNPL shall use its best endeavours to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Subcontractors or the personnel of the Contractor or Subcontractors, as the case may be, to obtain.

9. **CERTIFICATION OF WORK**

- iv. MAEL EIC shall certify the fortnightly quantity lifted and delivered by the Contractor as per the MAEL weighbridge report. Further only MAEL weigh bridge report shall be considered for payment purposes.
- v. Tare and Gross weight of trucks shall be to be carried out for each trip at MAEL weighbridge.
- vi. In case of Weighbridge shut down/maintenance, designed capacity weight of vehicle will be given if truck filled full & Tare weight of the vehicle will be considered as per the previous records.

10. **BILL SUBMISSION & PAYMENT**

- i. Contractor shall submit the consolidated bill fortnightly for all on going Contracts based on MAEL weighbridge report. Contractor is also required to submit trip sheet / receipt counter signed by the designated person of the receiver i.e. NHAI etc.
- ii. 90% of the amount shall be payable shall be paid within 30 days of certification of the bill by EIC.
- iii. Balance amount of bill shall be released on satisfactory completion of the Contracted quantity and reconciliation of total Contracted Ash quantity, after adjusting for the shortfall in security deposit, if any.
- iv. Income Tax as applicable shall be deducted at source, if any.
- v. Contractor to note that no bill will be considered for the payment without countersigned trip sheet / receipt from the designated person of the receiver.

11. **TAXES AND DUTIES**

- i. The Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-contractor or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.
- ii. Notwithstanding the above, the MAEL shall bear and pay/reimburse to the Contractor the applicable Goods and Services Tax (GST) for executing as per the Contract.
- iii. Notwithstanding the above MAEL shall bear and pay/re-imburse to the contractor the applicable goods and services Tax(GST) for execution as per the contract.

12. **WORK EXECUTION**

A. PROJECT MANAGER OR ENGINEER IN CHARGE

If the Project Manager or Engineer In Charge (EIC) is not named in the Contract, then within fourteen (14) days of the Effective Date, MAEL shall appoint and notify the Contractor in writing of the name of the Project Manager. MAEL may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Contractor without delay. MAEL shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Facilities. The Project Manager shall represent and act for MAEL at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Contractor to MAEL under the Contract shall be given to the Project Manager, except as herein otherwise provided.

B. CONTRACTOR'S REPRESENTATIVE & CONSTRUCTION MANAGER

- i. The Contractor shall appoint the Contractor's Representative within Seven (7) days of the Effective Date or before start of work whichever is earlier and shall request the MAEL in writing to approve the person so appointed.
- ii. The Contractor's representative shall be a regular Employee/ Partner/ Director only and the Contractor shall be required to submit a Power of Attorney in original in favour of its representative. Notarized photocopy of the Power of Attorney shall be acceptable only if the Power of Attorney has been registered by the Contractor. The MAEL may verify the photocopy of the Power of Attorney with the Original, and the Contractor shall be required to produce the original Power of Attorney for verification, if required by the MAEL. The relation of the Contractor's representative with the contractor such as Partner/ Employee etc. should be clearly brought out in the Power of Attorney. The Contractor would be required to submit a documentary proof of the relation of the Contractor's representative.
- iii. In case, the Contractor's representative is also doing some other Contract(s)/ Work(s) as nominee of the same contractor, the Contractor shall give a declaration citing list of all works where the Contractor's representative is the nominee.
- iv. If the MAEL objects to the appointment giving the reason therefore, then the Contractor shall appoint a replacement within Seven (7) days of such objection.
- v. The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.
- vi. All notices, instructions, information and all other communications given by the MAEL or the Project Manager to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.
- vii. The Contractor shall not revoke the appointment of the Contractor's Representative without the MAEL's prior written consent, which shall not be unreasonably withheld.
- viii. Notwithstanding anything stated above, for the purpose of execution of contract, the MAEL and the Contractor shall finalize and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co- ordination Procedure.

13. WORK PROGRAM

The Contractor shall supply to the MAEL and the Project Manager a chart showing the proposed organization to be established by the Contractor for carrying out work. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be employed within Seven (7) days of the Effective Date. The Contractor shall

promptly inform the MAEL and the Project Manager in writing of any revision or alteration of such an organization chart.

Within Seven (7) days after the date of notification of award of Contract, the Contractor shall prepare and submit to the Project Manager a detailed program of performance of the Contract, showing the sequence in which it proposes to mobilise and execute the Contract in accordance with the program and to achieve Completion in accordance with the Contract.

14. PROGRESS REPORT & PERFORMANCE

The Contractor shall monitor progress of all the activities specified in the program referred above and supply a progress report to the Project Manager periodically. The progress report shall be in a form acceptable to the Project Manager and shall also indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.

If at any time the Contractor's actual progress falls behind the program, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the MAEL or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain the completion of contract within the specified period.

15. CONTRACTOR'S EQUIPMENT

- i. All Contractors' Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.
- ii. Unless otherwise specified in the Contract, upon completion, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.

16. SITE REGULATIONS AND SAFETY

- i. MAEL and the Contractor shall establish Site regulations which also includes Site Safety Protocols setting out the rules to be observed in the execution of the Contract at the loading Site and disposal area shall comply therewith. The Contractor shall prepare and submit to MAEL, with a copy to the Project Manager, proposed Site regulations for MAEL's approval, which approval shall not be unreasonably withheld such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.
- ii. Contractor shall adhere to the Site regulations for payment linked to Safety Compliances as specified in Payment Terms:
 - a) Safety Personnel
Contractor shall adhere to the requirements of Safety personnel prescribed in Site Regulations.
 - b) Personal Protective Equipment & Safety Equipment
Contractor shall adhere to the requirements of Personal Protective Equipment prescribed in Site Regulations and the provisions of the Bidding Documents with regards to number of Safety Equipment/PPEs to be provided by the Contractor. In case Contractor fails to comply with aforesaid requirement, Project Manager /Safety Officer shall issue a warning letter/Non-compliance Memo to the Contractor regarding the same advising him to take corrective action. Project Manager /MAEL Safety Officer

shall maintain written record of all such incidents when Warning letter/Non-compliance Memo is issued to the Contractor for not meeting the requirements of Personal Protective Equipment as prescribed in Site Regulations and the provisions of the Bidding Documents.

- c) **Safety Induction and Training**
Contractor shall adhere to the requirements of imparting Safety training as per Safety Induction and Training of prescribed in Site Regulations. Contractor shall maintain written record of Safety trainings imparted to its Employees/ workmen for purpose of aforesaid payment. These records shall be available for review of Project Manager /MAEL Safety Officer all the time.
- d) **Medical and First Aid Amenities**
Contractor shall adhere to the requirements Medical and First Aid Amenities prescribed in Site Regulations. MAEL Safety Officer/ Project Manager shall maintain written record of incidences when requisite Medical and first aid amenities as prescribed in Site Regulations were not available for purpose of aforesaid payment.
- e) **Compliance to Work Permit System**
Contractor shall adhere to the requirements of Work Permit System prescribed in Site Regulations. In case Contractor fails to obtain work permit or fails to comply to any requirements of aforesaid Work permit system, he will be issued a warning letter/Non-compliance Memo by Project Manager /Safety Officer of MAEL regarding the same advising him to take corrective action.

MAEL Safety Officer / Project Manager shall maintain written record of all such incidents when Warning letter / Non-compliance Memo is issued to Contractor for not complying with the requirements of Work Permit System as prescribed in Site Regulations for purpose of aforesaid payment.

17. EMERGENCY WORK

- i. If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work.
- ii. If the Contractor is unable or unwilling to do such work immediately, MAEL may do or cause such work to be done as MAEL may determine is necessary in order to prevent damage to the Facilities. In such event the MAEL shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons therefor. If the work done or caused to be done by MAEL is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by MAEL in connection therewith shall be paid by the Contractor to MAEL. Otherwise, the cost of such remedial work shall be borne by MAEL.

18. SITE CLEARANCE

Site Clearance in Course of Performance: In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.

Clearance of Site after Completion: After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities clean and safe.

19. **WATCHING AND LIGHTING**

The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

20. **LOSS OF OR DAMAGE TO PROPERTY; ACCIDENT OR INJURY TO WORKERS; INDEMNIFICATION**

The Contractor shall indemnify and hold harmless MAEL and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the execution of the Contract by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of MAEL, its contractors, employees, officers or agents.

If any proceedings are brought or any claim is made against MAEL that might subject the Contractor to liability, MAEL shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in MAEL's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify MAEL within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then MAEL shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify MAEL within the twenty-eight (28) day period, the MAEL shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

MAEL shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

21. **INSURANCE**

The Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, all necessary insurances required to execute this Contract like Third Party Liability Insurance, Automobile Liability Insurance, Workers' Compensation, MAEL's Liability and other Insurances as may be required. The Contractor shall share a copy of the Insurance policies taken. Given below are few However,

22. **FORCE MAJEURE**

"Force Majeure" shall mean any event beyond the reasonable control of the MAEL or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended.

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract.

23. EXTENSION OF TIME FOR COMPLETION

The Time(s) for Completion specified in the Contract shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- i. any occurrence of Force Majeure
- ii. any suspension order given by the MAEL
- iii. any changes in laws and regulations

24. SUSPENSION

MAEL/ Project Manager may, by notice to the Contractor, order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefor. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Facilities) until ordered in writing to resume such performance by the Project Manager/ MAEL.

25. TERMINATION FOR CONTRACTOR'S DEFAULT

- i. MAEL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor:
 - a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a Company, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt
 - b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of Contract.
 - c) if the Contractor, in the judgement of MAEL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - d) has abandoned or repudiated the Contract
 - e) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
 - f) has without valid reason failed to commence work promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from MAEL to proceed
 - g) refuses or is unable to provide sufficient materials, services or labour to execute the Contract.

Then MAEL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to

remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then MAEL may terminate the Contract forthwith by giving a notice of termination to the Contractor.

26. LABOR LAWS AND REGULATIONS AND COMPLIANCE THEREOF

- i. During the entire period of Contract, the Contractor and his Sub-Contractors shall, at all times abide by all existing labor enactments, rules made therein, regulations, notifications and bye-laws by the appropriate government, local authority or any other labor laws or notification that may be issued under any labor law prevailing as on the date seven (7) days prior to the date set for opening of the Price Bids, published by the State or Central Government or Local Authorities. An illustrative list of applicable acts, notifications, rules etc. in connection with the labor as applicable as mentioned subsequently. This list is not in any way exhaustive list of relevant labor laws nor should the list be considered as the latest version of labor laws and shall not absolve the Contractor from any of his liabilities or responsibilities in compliance with any other laws, regulations, notifications that may be in force during the tenure of Contract.
- ii. The Contractor and his Sub-Contractors shall indemnify MAEL, from any action taken against the MAEL by any competent authority in connection with the enforcement of the applicable laws, regulations, notifications, on account of contravention of any of the provisions therein, including amendments thereto. If MAEL is caused to pay or otherwise made liable, such amounts as may be necessary for non-observance of the provisions stipulated in the laws, rules, notifications including amendments, if any on the part of the Contractor and/or his Sub-Contractors, the Project Manager / MAEL shall have the right to deduct any such money from any amount due to the Contractor including his performance security, under the Contract. The MAEL shall also have the right to recover from the Contractor any sum required or estimated as required for making good any loss or damage suffered / likely to be suffered by MAEL, on this account.
- iii. If due to an enactment of any new Act or Statute and rules made thereunder or any modification to the Acts/ Statute or rules made thereunder, all after seven (7) days prior to the date set for opening of Price Bids and as a consequence thereof, the Contractor has to incur additional cost or expenditure, the same will be reimbursed by MAEL to the Contractor, excepting those due to reasons attributable to the Contractor and those being already compensated by other provisions of the Contract, , Taxes and Duties etc.
- iv. It is specifically agreed that the Contractor and his Sub- Contractors shall obtain all the necessary registration, licenses, permits, authorizations etc. required under various enactments/ Regulations enforced from time to time, specifically registration as MAEL under Provident Fund Act and Contract Labor Regulation & Abolition Act, and MAEL shall not be liable for any violation by the Contractor in this regard.
- v. The employees of the Contractor or his Sub-Contractor(s) shall in no case be treated as the employees of MAEL at any point of time.
- vi. The Contractor and his Sub-Contractors shall be liable to make all due payments to all their employees and ensure compliance with labor laws. If MAEL, is held liable as 'PRINCIPAL MAEL' or otherwise to incur any expenditure or to make any contributions under any legislation of the Government or Court decision, in respect of the employees of the Contractor or his Sub-Contractors, then the Contractor would reimburse the amounts of such expenditure/contribution so made by MAEL.
- vii. In case the ESI act is not applicable to the area where the Work is executed, as evidenced by the Certificate/Letter submitted to this effect from the local authorities, the Contractor shall be liable to arrange and pay for the expenses towards the medical treatment in respect of all labor employed by him for the execution of the Contract.
- viii. The number and other relevant details of key personnel required to be engaged/ employed by the Contractor in all areas shall be as finalized with the successful bidder during post bid discussions.
- ix. During the entire period of Contract, the Contractor and his Sub-Contractors shall, at all times abide by the following Acts/ Statutes related to Human Resources:
 - a) Factories Act, 1948; Contract Labor (Regulation & Abolition) Act, 1970;

- b) EPF & MP Act, 1952;
- c) Building & Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996;
- d) ESI Act, 1948;
- e) Minimum Wages Act, 1948;
- f) Payment of Wages Act, 1936;
- g) Payment of Bonus Act, 1965;
- h) Payment of Gratuity Act, 1972;
- i) Workmen's Compensation Act, 1923;
- j) ID Act, 1947;
- k) Maternity Benefit Act, 1961;
- l) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979;
- m) Fatal Accidents Act, 1855
- n) Model Welfare Code

The above will deem to include all relevant/applicable rules made there under, regulations, notifications and bye laws of the State or Central Govt. or the local authority and any other labor law (including rules) regulations, bye laws as well as those that may be passed or notification that may be issued under any labor law present and in future either by State or Central Govt. or by local authority.

27. SECURITY WATCH AND LIGHTING

The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Project Manager for the protection of the Works or for the safety and convenience of those employed on the Works or the public.

28. Prevention of Pollution

The Contractor shall make necessary arrangement to prevent pollution of the water in any adjacent water bodies including stream, springs, nallah, river and lakes etc. The Contractor shall be solely responsible and liable for all damage caused by any pollution that may take place during the execution of the Work.

29. GUIDELINES FOR TRANSPORTATION OF POND ASH

- i. Excavation, Loading, Transporting & Unloading of ash shall be done on 24X7 basis, except as instructed by EIC under exceptional circumstances.
- ii. The body of the vehicles engaged for transportation shall be perfectly leak proof.
- iii. There will be no consideration for idle charges during the contract period.
- iv. Vehicles carrying ash shall be thoroughly covered on the top with tarpaulin and in-turn fastened with strong nylon/jute ropes so as to ensure that there is no leakage/no spillage of ash during transportation.
- v. In case de-watering is required in ash pond for loading / movement of handling equipment, the Contractor shall mobilise Industrial standard de-watering pumps, pipes and ancillaries like cable board with RCB and carry out de-watering to the nearby location, as per the instructions of EIC at his own expense.
- vi. The Contractor shall adhere to all statutory requirements as per the factory norms.
- vii. The Contractor shall obtain NOCs from Village Panchayat, District administration (Revenue & Disaster management department), RO-UP or any other statutory bodies as applicable and obtain all applicable clearances.

- viii. MAEL will endeavour to update the Contractor about any change in legal requirements for loading / transportation / unloading / etc. of ash. However, it is the responsibility of the Contractor to keep themselves updated about all the existing and latest environmental rules / guidelines / notifications for ash loading / transportation / unloading / etc.
- ix. Approach roads, wherever necessary, to access the ash pond as well as at the disposal end shall be made and maintained by the Agency during execution of the work as per road safety guidelines.
- x. Cleaning of accidental ash spillage from roads inside/outside plant shall be in scope of the Contractor.
- xi. Vehicle registration number shall be displayed clearly on front, back, left, right and Front glass of the vehicles
- xii. All the required standard safety measures & PPEs, at the loading & unloading area shall be worn by operating staff as per the instruction of EIC. (Like-Safety helmet, Dust mask, Safety shoe, hand gloves, Safety reflective jackets, reflecting tapes etc.)
- xiii. Hywa/tippers arranged for ash transportation & loading will be inspected periodically as per MAEL vehicle safety guidelines & entry of unfit vehicle shall be banned.
- xiv. Vehicle fitness, Insurance, Valid license for excavator operators, drivers shall be displayed at the gate entry for issuing of gate pass.
- xv. Adequate free board in trucks should be kept avoiding overflow/spillage during transportation
- xvi. Illumination to be ensured at loading area and roadside.
- xvii. Daily vehicle inspection to be ensured for identification of the Vehicle healthiness and its rectification.
- xviii. Vehicle safety devices like horn, back horn and lights inventory shall be maintained by the Contractor.
- xix. Safety supervisors for monitoring of the ash excavation and traffic controller as per requirements in each shift shall be deployed by the Contractor both within the plant e.g. Dyke, weigh bridge, etc, and at the disposal area.
- xx. Area for lifting ash in ash dyke will be provided by MAEL & Agency will engage the resources in the marked area only for lifting ash. Lifting of ash from any other area till further instruction will not be allowed.
- xxi. The Contractor shall deploy, flag men at entrances and exit of ash pond, supervisors at loading, weighbridge, unloading areas & safety officer on shift basis, to ensure safe disposal of ash.
- xxii. The Contractor shall provide Safety officer in all 3 shifts for Safety toolbox talk, vehicles & drivers fitness checking and safe movement of transportation and environment controls inside and outside of plant.
- xxiii. Penalty of Rs. 1,000/- per event of violation may be levied by MAEL on the Contractor in case of any safety violations during the ash disposal as per the MAEL Safety norms.
- xxiv. Penalty of Rs. 1,000/- per event of violation may be levied by MAEL on the Contractor in case of any Environment violations during the ash disposal as per the MAEL Environment norms.
- xxv. The speed limit of vehicles carrying ash should be strictly enforced. Transport vehicles shall not exceed the speed limits specified by authorities and shall not exceed 20 km per hour in ash pond area.

- xxvi. One dedicated supervisor, safety supervisor and two signalmen should be deployed on each shift at loading point to instruct the movement of vehicles during loading and unloading area one supervisor and signal man.
- xxvii. Repair, rectification and correction of the bund shall be carried out by the Contractor, if any damage arises during the period of the execution.
- xxviii. Sweeping of weigh bridge area shall be carried out by the Contractor periodically.

ATTACHMENT T1

<< To be submitted on the letter head of the company submitting the bid>>

BID BOND

ATTACHMENT T2

<< To be submitted on the letter head of the company submitting the bid>>

POWER OF ATTORNEY

ATTACHMENT T3

<< To be submitted on the letter head of the company submitting the bid>>

QUALIFYING REQUIREMENT

To

Date:

Head Procurement & Contracts MEIL
 ANPARA ENERGY LIMITED
 C/o Megha Engineering & Infrastructure Limited
 Tower #1, 6th Floor
 Technocrats Industrial Estate (T.I.E)
 Balanagar, Hyderabad – 500037
 Email: lr.madu@meilanparapower.com

In order to meet the Qualification requirement as mentioned in Clause (A)(8) & (9) of Bidding Document, we hereby furnish the following details:

This is to certify that, M/s _____ (Name of Bidder) have transported and /or handled fly ash (Please stroke out whichever is not applicable) as per details given below:

S. No	Period of Supply (From-To)	Quantity (MTPA)

We confirm that we attached a) Self-certified copies of POs/Work Orders executed substantiating handling in a year confirming experience in lifting of Ash/Coal etc from any entity b) Self Certified summary of PO's/Work Orders executed substantiating handling in a year.

We, _____(Name of Bidder/ Name of Lead Member) confirm that our average Annual Turnover on stand-alone basis during the preceding three financial years as on the last date of Bid submission is more than INR 3.00 Cr (Indian Rupees Three Crore only) or in equivalent foreign currency. In support of the above, we are enclosing Annual Reports, Balance Sheets and Profit & Loss Account duly certified by a Chartered Accountant.

Average Annual Turnover for preceding three years:

Sl. No	Financial Year	Average Annual Turnover in INR Crores
1	2023 - 24	
2	2024 - 25	
3	2025 - 26	

Date:

Signature:

Place:

Name:

Designation:

Seal of Firm

Note:

1. Documentary evidence like Annual Reports, Audited Financial Statements for preceding three financial years from the last date of Bid submission to be enclosed.

2. This certificate should either be countersigned by Auditors or may be issued by Auditors on their Letter head.

<< To be submitted on the letter head of the company submitting the bid>>

PRICE BID P1

SCHEDULE-I: PRICE BID FORMAT for Transportation of Pond ash

We have thoroughly examined and understood the instructions, scope of work and the terms and conditions etc. covered in the Bidding Documents issued by MAEL, being fully aware of nature and scope of work required.

We hereby confirm our acceptance and compliance to all the provisions of the Bidding Documents. We declare that the work will be executed strictly in accordance with the requirement and Bidding Documents provisions.

Sr.No	Loading	Transporting	Total
	Price in Rs per Ton for Loading at the Ash Pond (1)	Price in Rs/Ton/Km (2)	

We further confirm the following:

- i. We have quoted prices as per provisions of the Bid Documents.
- ii. We further declare that we have not taken any deviation to provisions of Bidding Documents other than those related to Qualification requirement.

We further confirm the following:

While quoting, we have taken into account all the acts, laws, rules, regulations & notifications of Government of India, currently in vogue, relating to applicability and rates of all duties as applicable.

We agree to abide by this Bid for a period of 45 days from the last date of Bid submission as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by MAEL at any time before the expiration of that period.

Until a formal Contract is prepared and executed between us, this Bidding Document, together with MAEL's written acceptance thereof in the form of MAEL's Letter of Award shall constitute a binding Contract between us.

We understand that MAEL is not bound to accept the bid with highest price or any other Bid. If our Bid is accepted, we undertake to provide Contract Performance Guarantee in the formats and amounts and within the times as specified in the Bidding Documents.

We, hereby, declare that only the persons or firm interested in this proposal as principals are named here and that no other persons or firms other than mentioned herein have any interest in this proposal or in the Contract to be entered into. We further declare that this proposal is made without any connection with any other person, firm or party and is in all respect for and in good faith, without collusion or fraud.

Signature: _____ Name: _____ - Designation: _____ Seal:

End of Document