

**ACB (INDIA) LIMITED**



**TENDER DOCUMENT**

**Ref. No.-ACBIL /ASH TRANSPORTATION/KORBA/2024-25/02**

**dt. 10-07-2024**

**FOR**

**Transportation, Loading And**  
**Dumping Of Pond And Fly Ash**

**Last date of submission of Bid :27.07.2024 at 17.00 hours**

**At**

**REGIONAL HQ**

**AT VILLAGE- CHAKABURA, PO-JAWALI, TEHSIL-KATGHORA,**

**DISTRICT- KORBA-495445, CHHATTISGARH**

**ACB (INDIA) LIMITED**  
**7<sup>th</sup> FLOOR. CORPORATE TOWER, AMBIENCE MALL, NH-8**  
**GURUGRAM-122001(HARYANA)**

**TENDER**

1. Bid in Sealed Envelopes is invited in two Parts (Part-I Technical and commercial Bid & Part-II Price Bid) invited from reputed and experienced contractors for the following work:

Description Of work	Transportation and Dumping of Pond and Fly ash.
Location	Village Chakabura, Dist: Korba Chhattisgarh
Estimated Monthly Trips.	17,000 Trips with an average of 17 MT to 22 Mt/trip
Period of Completion	One Year with a provision for extension of another One Year on satisfactory performance.
Requirement of Transport Equipment	Bidder has to give total number of trucks and loaders commensurate with work requirement. In case number of trucks and loaders proposed are not adequate to the satisfaction of the ACBIL management the bidder should agree for additional requirement as per requirement of the Management. Information to be furnished at <b>Annexure-II</b> .

**Note:**

- (i) There is No APPLICATION FEE.
- (ii) There is NO EARNEST MONEY.
- (iii) The bid documents will be available on the mail id [ajay.mandlekar@acbindia.com](mailto:ajay.mandlekar@acbindia.com)
- (iv) Trip and lead details are given at Price-Bid.

## 2. Time Schedule of Tender

Sl. No	Particulars	Date
A	Tender Publication date	10/07/2024
B	Document request start date	15/07/2024
C	Document request end date	26/07/2024
D	Bid submission last date	27/07/2024
	Correspondence Address.  <b>ACB (India) Limited (RHQ)</b> <b>Village Chakabura, PO-Jawali,</b> <b>Tehsil-Katghora,</b> <b>District- Korba-495445, Chhattisgarh</b> <b>Contact Person:- Mr. Ajay V.</b> <b>Mandlekar</b> <b>Mob. No. +91- 9329005301</b> <b>E-Mail <a href="mailto:-ajay.mandlekar@acbindia.com">-ajay.mandlekar@acbindia.com</a></b>	

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## **INTRODUCTION**

ACB (India) Limited (ACBIL/ Employer) is the largest coal beneficiation company in India. ACBIL is having Power Plant(s) at various locations at Korba District, is desirous to engage a Transporting Agency for Transportation, Un-Loading (Dumping) of Pond/Fly ash at various designated places on competitive bidding basis.

### **A. Bidder Scope of Work/ Obligation:**

#### **TRANSPORTATION OF POND/FLY ASH BY OPEN TRUCKS/TIPPERS FROM LOADING POINT OF ACBIL POWER PLANTS TO VARIOUS LOCATIONS (LOW LYING AREA) AT NEARBY VILLAGES.**

<b><u>Sr. No.</u></b>	<b><u>Locations</u></b>
1	<i>Transportation of Ash from 2 x 30MW TPP to low lying area of (approx. distance from 01 Kms to 20 kms.)</i>
2	<i>Transportation of Ash from 2x135MW TPP to low lying area of (approx. distance from 0-1 Kms to 20 kms.)</i>
3	<i>Transportation of Ash from 2x50MW TPP to low lying area of (approx. distance from 0-1 Kms to 20 kms.)</i>
4	<i>Transportation of Ash from 1x63MW TPP to low lying area of (approx. distance from 0-1 Kms to 20 kms.)</i>

1. The Bidder's scope will include deployment of adequate Open Trucks/Tippers with minimum carrying capacity of 17MT to 22MT at ACBIL Power Plants in coordination with respective Power Plant Head / in charge of ACBIL.
2. Transportation of Ash in Open Trucks/Tippers from various loading point(s) at Power Plants of ACBIL to low lying area of nearby villages as decided by ACBIL Plant Head / in charge. Bidder shall perform all work related to transportation of loaded Ash in coordination with power Plant Head / in charge
3. It to clarify that ash to be transported by Trucks/ Tipper shall be only to the location(s) fixed/ to be fixed by ACBIL Plant Head / in charge. In case it is found that Ash transported to any other location without approval of ACBIL plant head / in charge then charges of transportation will not be paid.
4. Bidder shall mobilize the sufficient no. of Trucks/Tippers on daily basis in coordination with ACBIL Plant Head / in charge and start transporting the ash immediately (Not later than 03 days) after the award of LOI/ WO as per the given schedule or as per requirement of ACBIL Plant Head / in charge.
5. Transportation of Ash in by Open Truck/Tipper (Other than Bulker) duly covered with Tarpaulin or suitable means as per MoEF & CC notification and guidelines, applicable and amended from time to time. Any change in guideline or regulation during the contract period shall be complied by the bidder without any additional cost to ACBIL.

6. Bidder should have to follow all the norms of MoEF / CECB & Statutory body or any others norms instructed/implemented during execution of work.

**B. UN-LOADING OF ASH FROM TRUCKS/TIPPERS AT VARIOUS UNLOADING LOCATION**

1. Unloading (Dumping) of Ash at unloading point as per instruction of ACBIL.
2. It to clarify that un-Loading of Ash from Trucks/ Tipper to be carried out only to the location(s) fixed/ to be fixed by ACBIL Plant Head. In case, it is found that Ash unloading done at any other location without approval of ACBIL Plant Head then charges of unloading will not be paid and the bidder will have to clear the unloaded ash from that location at its own cost. If incident repeated more than 03 times than ACBIL reserves the right to terminate the contract immediately with 7 days of written notice.
3. Bidder will depute one representative for each power plant who will coordinate with plant head/ in charge for deployment of vehicle and equipment's on day to day basis with no communication gap.
4. The Bidder shall ensure that trained persons are deployed at various strategic locations for smooth movement of truck / dumper / tipper / trailer and for safety of villagers with minimal disturbance. Special precautions should be taken in village / residential areas. To achieve the purpose, bidder should be in regular touch with Local Authorities/ Local Administration and shall endeavor to maintain cordial relations with the local community / villages near the power plant as well as en-route so that the work is not hampered. Bidder has to settle any type of dispute with local community / villagers without any financial or law and order implication to ACBIL. Bidder will be fully responsible to settle all issues / disputes arising while transportation e.g. compensation in case of accident.

**INSTRUCTIONS TO BIDDER(s)**

**1. Scope of Bidder:**

- 1.1 The ACBIL invites bids for the works as mentioned in the Price Bid. The Bidder should submit Bid for all of the works mentioned in the Price Bid.
- 1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the tender documents.
- 1.3 L-1 will be decided on total value.

**2. ELIGIBILITY OF BIDDERS:**

**2.1 To qualify for award of the contract –**

- a) **The bidder must have an experience of works (includes completed / ongoing) of similar nature ( transportation of Ash) for value of Rs.4.50 Crores executed in any year during last 3 (three) years ending last day of month, previous to the one in which bids are invited**

**AND**

**b) Ownership of a fleet of minimum 25% of the tipping trucks/trucks and loading equipment required for the work.**

2.2 Bidders shall include the following information and documents with their bids (copies of all documentary evidences are to be duly authenticated by the Bidders/constituted attorney of the Bidder with full signature and seal. All signed declarations are to be made in the Bidder's letter head.) :

A. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of signatory of the Bid to commit the Bidder.

B. Experience of having successfully executed similar works in any of the year during last three years. Copy of work order and execution certificate to be submitted in support of the past experience.

C. Experience in works of similar nature and size for each of the last three years, and details of work under way or contractually committed; and the name and address of clients who may be contacted for further information on those contracts.

D. Ownership document of 50% of loading/transportation equipment's proposed to carry out the Contract;

E. Permanent Income Tax Account No.(PAN) & Certificate of GST Registration.

F. Percentage (%) share of each experience (100% in case of an Individual/proprietorship firm or an entity registered as company under the Companies Act and the actual % of share in case of a Joint/venture/Partnership firm).

G. In case the bidder is a Joint Venture, the work experience of any of the individual partners of JV or the JV itself may be furnished as the work experience of the bidder.

### 2.3 EARNEST MONEY DEPOSIT

The Bidder shall submit Earnest Money Deposit (EMD) for an amount of Rs.5, 00,000/- (Rupees Five Lakh Only) in the shape of RTGS, proof of the same should be submitted along with Technical Bid.

### 3. **COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer will in no case be responsible or liable for those costs.

### 4. **SITE VISIT**

The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for Ash transportation and loading Works. The costs of visiting the Site shall be at the Bidder's own expense.

It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting its rates.

## **5. AMENDMENT OF BIDDING DOCUMENTS**

Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addendum.

Any addendum thus issued shall be a part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by cable to the Employer.

To give prospective Bidders reasonable time to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with.

## **6. LANGUAGE OF BID**

All documents relating to the Bid shall be in the English language.

## **7. DOCUMENTS COMPRISING THE BID**

Bidder shall submit the bid in physical form only. The bidder shall be required to submit the bid in two parts viz. Part-I (Eligibility criteria) and Part-II (Price-Bid). Both of bid should be submitted in separate envelope. Envelopes should be specifically marked with Part-I and Part-II and both the envelopes together, should be put in another envelope which be sealed and signed by the Bidder. Part-I and Part-II submitted by the bidder shall comprising of the following:

a. Part I of the bid to be submitted in 1<sup>st</sup> inner sealed envelope comprising of:

(i) Qualification information as indicated in the bid document and Documents as required in accordance with stipulations of the bid document and any other materials required be completing and submitting by bidder in accordance with these instructions.

(ii) The original bid document issued to the bidder duly signed by authorized signatory of the bidder on all pages as proof of accepting the conditions of contract (excluding the Price bid).

(iii) Documents in support of ownership of 25% of the fleet proposed for the work.

b. Part II of the bid to be submitted in the 2<sup>nd</sup> inner sealed envelope comprising of Priced Bill of Quantities.

c. Both the inner sealed envelopes will then be placed in one outer envelope, sealed and marked properly and submitted to the Employer at its address, before the deadline for submission of the bid as described.

## **8. BID PRICES**

The Bidders shall offer for the whole Works as described in the priced Bid submitted by the Bidder, however, the Employer reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

The Bidder shall fill-in per Trip rate for all items of the Works described in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.



All duties, taxes, and other levies payable by the Bidder under the Contract, or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder. However, such duties, taxes, levies etc. which are notified after the last date of submission of tender and/or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities

The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

#### **9. CURRENCIES OF BID AND PAYMENT**

The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.

#### **10. BID VALIDITY**

Bid shall remain valid for a period not less than four calendar months after the deadline for bid submission. A bid valid for a shorter period shall be rejected by the Employer.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. . A bidder agreeing to the request will not be required or permitted to modify its bid in the period of the extension.

#### **11. EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS**

The Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the 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 the Employer's action.

#### **12. NOTIFICATION OF AWARD AND SIGNING OF WORK ORDER/LOA**

The Bidder, who's, Bid, has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Bidder in consideration of the execution and completion of the Works by the Bidder as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following the notification of award along with the letter of Acceptance.

### **13. SPECIAL TERMS AND CONDITIONS**

- a. It shall be complete responsibility of the Bidder to transport ash loaded from various sources, observing all necessary statutory compliances, to ACBIL plant.
- b. Bidder should deploy suitable number of trucks to maintain the daily requirement of ash transport.
- c. It shall be the responsibility of the Bidder to place the road worthy truck / tipper / at loading points, coordinate and Liaison with all related agencies for loading & unloading of ash.
- d. The Bidder shall be in regular touch with ACBIL Engineer-in-Charge (EIC) for placement of adequate number of tippers/trucks on daily basis to ensure smooth operations related to loading, transportation and unloading of ash.
- e. The Bidder shall unload the ash from truck / tipper / at defined location as per instruction of Engineer-in-Charge (EIC) of ACBIL or its representative.
- f. The Bidder shall ensure that trained persons are deployed at various strategic locations for smooth movement of truck / tipper / and for safety of villagers with minimal disturbance. Special precautions should be taken in village / residential areas. To achieve the purpose, bidder should be in regular touch with Local Authorities/ Local Administration and shall endeavor to maintain cordial relations with the local community / villages near the dumping site / power plants/ as well as en-route so that the work is not hampered. Bidder has to settle any type of dispute with local community / villagers without any financial or law and order implication to ACBIL. Bidder will be fully responsible to settle all issues / disputes arising while transportation e.g. compensation in case of accident.
- g. The Bidder will comply with all the applicable statutory requirements including that of State Pollution Control Board.
- h. Trucks will follow a “no horn, low speed” protocol while passing through inhabited stretches.
- i. The tipper/ trucks should not be loaded beyond the brim level of the body. No heaping is permitted. Overloading of vehicle is prohibited. Bidder is solely responsible for incidents or accidents due to overloading during transportation.
- j. The Bidder will be responsible for arranging tow trucks/ cranes for tippers under breakdown such that there is no obstruction of movement of other vehicles on en-route and bring all the Ash dispatched from loading end.
- k. Only automatic hydraulically operated road worthy trucks/ dumpers/ tippers/ tip trailers shall be engaged.
- l. The Bidder will keep EIC & designated officials of ACBIL informed about the day to day progress in respect of movement, status of trucks, activities at site etc.

### **14. OTHER OBLIGATIONS OF BIDDER**

- a. The Bidder shall ensure that all the drivers have valid driving license for operating heavy vehicles. No trucks/tipper shall be allowed if driver is not having valid driving license.
- b. All types of taxes, duties and other fees regarding manpower, machines and equipment to government agencies (central as well as state), local bodies etc., if applicable, are to be paid by the Bidder. No payment towards such taxes, duties and other fees shall be made or reimbursed by ACBIL.
- c. Trucks/Tippers with valid PUC certification using unadulterated diesel shall be

allowed to ply. The Bidder shall ensure that all Trucks/Tippers are having valid PUC certification.

- d. Transportation of ash is a continuous activity and Bidder has to run its vehicle on Sundays and holidays also. It will be the responsibility of Bidder to provide weekly off and holidays during the Contract to each worker in compliance with applicable acts/rules.
- e. Due precautions should be taken by the Bidder at its own cost to ensure health and safety of their staff and workers at work place in compliance with Factories Act, 1948.
- f. Bidder shall maintain first aid facility for its employees.
- g. The Bidder shall indemnify ACBIL against all third bidder claims arising/pertaining to this Contract.

## **15. QUANTITY TO BE HANDLED**

The quantity to be transported is mentioned in Price-Bid at per Annexure-1.

## **16. PAYMENT TERMS**

The Bidder shall submit its Monthly Running Bills to the Coordination department-in-Charge of ACBIL. The bill shall be accompanied with following:

- a. Bidder Delivery Slips/Gate Pass
- b. Summary Statement of Trucks.
- c. Number of Trips shall be certified by respective Plant Head of ACBIL conforming to best practices and measurements standards.
- d. Bills shall only be accepted and certified by ACBIL Plant Head, after complete verification of the number of trips / Delivery Slip/Rates etc.
- e. Payment shall be released within 30 days from the date of submission of certified bills at ACBIL Plant Head.
- f. The payment shall be released only after verification of all the concerned documents. Bills submitted with incomplete details / inadequate documents will be rejected/return for correction.
- g. Payment shall be processed and released to Bidder after making the adjustments on account of penalty if any. Suggested by Power Plant Head / in charge.
- h. GST shall be paid extra as applicable on loading charges by ACBIL. Rate of GST on transportation is Nil as per Notification No. 12/2017 (Sr. No. 18). Accordingly, no GST shall be paid on transportation component. The Bidder shall be responsible for due payment of all taxes, levies, charges and expenses with respect to or arising out of the performance of the Work Order to be awarded.

## **17. PRICE ESCALATION AND DE-ESCALATION**

### **A. Diesel (Transportation)**

$$I = \frac{DX2 \times R}{d}$$

Where

I = Increase or decrease in the awarded rate per trip.

D= One way distance from Power Plants to ash pond/mines.

d= 3 Km per Liter

R= Increase/Decrease in diesel price from the base price of diesel i.e price of diesel prevailing on the date of tender submission at pumps nearest to the work site.

## **18. TENURE OF THE CONTRACT**

- a. Contract will be valid for One Year. ACBIL shall review the performance of the Bidder and in case the performance is found to be satisfactory as per the contract, ACBIL has right to extend the Contract for another One year on the same terms and conditions.
- b. ACBIL reserves the right to terminate the Contract without assigning any reasons.

## **19. SCHEDULE OF RATES**

The Bidder shall be paid for the services rendered as per the rates agreed in the Contract or any amendment thereof. The rates as provided will apply for transportation of ash from power plants to ash ponds/mine inclusive of all en-route expenses, toll tax, insurance premium, labor charges of any kind and handling charges etc. and the Bidder shall not be paid any additional amount on this account. The Bidder shall bear and pay the entire operational cost of the vehicles, which will include and be deemed always to include but not limited to, the following:

- a. Provision for the crew, labors and operation staff and also necessary relievers including their salary and other monuments.
- b. Cost of fuel and lubricating oil necessary.
- c. Maintenance and repairs of the vehicles
- d. Road tax, route permit fee, vehicle tax, other taxes and toll charges
- e. Insurance of vehicle.
- f. All other charges not specified herein relating to the operations and/or maintenance of the said vehicle and/or other items incidental thereto and/or connected therewith.
- g. All idling charges, loss by delay in transport, transit, road stoppage, delay in time consumed in unloading or loading of products or otherwise howsoever on account of operations hereunder due to reasons attributable to the Bidder.

## **20. Change in Quantity**

ACBIL reserves its right to amend, modify the quantities and also to distribute the work and allot the work/works to more than one Bidder, at its sole discretion before awarding/ execution of the Formal Agreement.

## **21. RESPONSIBILITY / OBLIGATIONS OF BIDDER**

- a. The Bidder will not use the name of ACBIL in any manner either for credit arrangement or otherwise and it is agreed that ACBIL is in no way responsible for the debts of the Bidder and / or its employees.
- b. The Bidder shall not have exclusive right to operate tippers for ACBIL and ACBIL will be at liberty to appoint one or more additional Bidder either to run concurrently with the Bidder or separately.
- c. The Bidder shall ensure that the consignment in the vehicle is within RLW permissible limits prescribed in the RTO registration book. The Bidder shall solely be responsible and completely indemnifies ACBIL against any penalty, legal actions, loss and damage, if any, suffered by ACBIL on account of violation and / or breach of weight and volume limits prescribed in the RTO registration book. ACBIL shall not be in any manner responsible for the penalties action taken by the appropriate authorities for carrying Ash in violation of the RLW permissible limits. It is unambiguously agreed upon that the Bidder shall be solely responsible to ensure that the Ash loaded in the tippers are not in violation and / or breach of weight and volume limits prescribed in the RTO registration book.
- d. The Bidder will not offer suspended or blacklisted tippers.
- e. The Bidder shall observe and implement all the laws of the land and the rules framed there under which are beneficial to the staff employed by bidder and that ACBIL shall in no event be liable or responsible for any default that will arise out of non - observance of such laws, rules on the part of the Bidder and the Bidder shall indemnify and keep indemnified ACBIL against the same from all proceedings in respect thereof.
- f. The Bidder shall be liable for all payments to its staff employed for the performance of carrying out of the said work and in respect of all claims and liabilities of the Bidder's business and ACBIL shall in no event be liable or responsible for any payment and the Bidder shall keep ACBIL indemnified against the same and from all proceedings in respect thereof.
- g. The employees of the Bidder shall never be deemed to be the employees of ACBIL.
- h. The Bidder shall designate one or more representatives authorized to act on its behalf. The Bidder shall also attest the specimen signatures and photographs of the person authorized on his behalf. The representatives so authorized shall coordinate with Bidder's office or the persons executing the assignment and generally remain in touch with the ACBIL to obtain instructions about the progress of work and also to supervise the crew inside the plant and ports wherever the work is executed.

## **22. OWNERSHIP OF MATERIAL**

Ownership of the material and lien over material will always be with ACBIL during the execution of the Contract. Bidder shall be only mere transporter of the material handed over to him for providing services as per the scope of Contract.

## **23. FAILURE TO EXECUTE JOBS ASSIGNED**

Under no circumstances shall the Bidder discontinue work under the Contract. In the event, the Bidder fails to execute its obligations within a reasonable period or refuses to execute or arrange to execute such obligations for any reason whatsoever, ACBIL reserves the right to entrust the services partly or fully to any other Bidders at the risk and cost of the Bidder besides recovery of all losses on the Contract through the running bills by the Bidder.

## **24. INDEMNITY**

Bidder hereby agrees to indemnify ACBIL, its offices and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against ACBIL by or on behalf of any person, body, authority whomsoever and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which ACBIL may now or hereafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by the Bidder of any of the terms and conditions of the Contract.

Without prejudice to ACBIL's other rights, ACBIL will be entitled to deduct from any dues payable to the Bidder, the amount payable by ACBIL as a consequence of any claims, demands, costs charges and expenses as a result of the performance or non-performance or observance or non-observance by the Bidder of any of the terms and conditions of the Contract.

ACBIL shall not be responsible for death, injury or accident to the Bidder or its associate's employees or any other third Bidder, which arise out of or in the course of their duties. ACBIL shall not be liable for any theft, loss, damage or destruction of any property of the Bidder or its employees lying in ACBIL's premises for any cause whatsoever.

## **25. SAFETY AND RESPONSIBILITIES OF EMPLOYEES OF BIDDER**

The Bidder shall comply, in all respect, with the provisions of all statutes, Rules and Regulations applicable to the Bidder and/or to the Bidders employees, including but not limited to Minimum Wages Act, ESI Act, PF Act and Bonus Act and in particular the Contract Labor (Regulation & Abolition) Act, 1970 and the Rules made there under. The Bidder further assures that there is no inquiry/investigation pending by the Police against the Bidder. ACBIL shall not be responsible for all aforesaid compliances at any time during the currency of the Contract or on expiry or termination of the same.

### **Safety compliance-**

(A) The Bidder must comply ACB's Safety/ HSE Norms/ Standards without fail. The

Engineer shall advise the Bidder in the area of Safety and the Bidder should ensure that the Work is going on as per ACB's standard and safety norms. The Bidder should follow instructions of the Engineers & implement the Work as per the instruction of the ACB management or its representative without fail. The Bidder shall always strictly follow/ implement the Health, Safety and Environmental [HSE] policies of ACB that are in force from time to time, without any deviation/ violation. Each & every worker of the Bidder shall wear the PPE like safety shoes, masks, helmets etc. as required during the Work. Bidder will have to submit the medical fitness Certificate of your employees/ workers as and when required. The Bidder shall be responsible for complete safety of Men, machines and environment. Safety Items to be used are:

a) Safety helmet, b) Safety boot, c) Hand Gloves, d) Safety belts, e) Hand gloves (leather), f) Gumboot g) Nose mask, h) Dust Mask, i) Safety Goggles etc.

(B) The Bidder shall ensure adequate safe conditions and ensure safety precautions at the Establishment as required under applicable laws and shall be solely and entirely responsible for the complete safety of its manpower as well as other persons at the Establishment.

(C) The Bidder shall take requisite precautions and use its best Endeavour to prevent any riotous or unlawful behavior by, or amongst its manpower and /or others employed in the Establishment by bidder and for the preservation of peace and protection of the inhabitants and security of the property in the neighborhood of the Establishment. In the event of ACB requiring the maintenance of a special force, statutory or otherwise, at or in the vicinity of the site during the tenure of the Agreement in consequence of the riotous or unlawful behavior by, or amongst the Bidder manpower, all expenses thereof and costs of all damages due to such riotous or unlawful behavior shall be borne by the Bidder and if paid by ACB, shall be recoverable from the Service Provider from any money due or that may become due to the Bidder by ACB.

(D) The Bidder should carry out the work as per Safety Instructions of our Safety Dept.

## **26. TERMINATION AND SUSPENSION**

In the event the progress of the work is found to be below acceptable standards and Bidder is not able to improve the same, ACBIL shall have right to terminate the Contract merely by giving a minimum notice of seven (7) days or curtail the scope and shall get the work completed at risk & cost of Bidder.

## **27. Dispute Settlement Mechanism:**

1. Any dispute or differences arising out of, in connection with or in relation to the Work Order to be awarded ("Disputes") shall in the first instance be attempted to be resolved amicably by negotiations in good faith between ACBIL and Bidder.
2. However, in case any Dispute which could not be amicably resolved / settled within 15 days, the same shall be referred to the arbitration. Arbitration shall be in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time.
3. The place of arbitration shall be Bilaspur, Chhattisgarh, India and the laws applicable to the arbitration procedures shall be in accordance with the laws of India. The

English language shall be used throughout the arbitrage proceedings. Both the parties and the arbitrators shall proceed with the arbitration expeditiously and shall use their best endeavors to conclude the arbitration within 60 days from the date of start of Arbitration proceedings

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**ANNEXURE – 1**  
**COMMERCIAL OFFER (TO BE FILLED BY BIDDER)**  
**TRANSPORTATION AND DUMPING OF POND AND FLY ASH.**  
**PRICE BID**

**Bidders are requested to submit their Price Bid in sealed envelope COVER- II**

<b>Transportation of Ash from/ to the following locations</b>				
<b>Sr. No.</b>	<b>Description of work</b>	<b>Approx. No. of Trips)-Monthly</b>	<b>lead in K.M</b>	<b>Rate Rs. per trip.</b>
1.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	80	0-1 Kms	
2.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	80	1-2 Kms	
3.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	6900	2-3 Kms	
4.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	80	3-4 Kms	
5.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	80	4-5 Kms	
6.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	60	5-6 Kms	
7.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	60	6-7 Kms	
8.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	60	7-8 Kms	
9.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	25	8-9 Kms	
10.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	25	9-10 Kms	
11.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	25	10-11 Kms	
12.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	25	11-12 Kms	
13.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	25	12-13 Kms	
14.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	25	13-14 Kms	
15.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	25	14-15 Kms	
16.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	25	15-16 Kms	
17.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	25	16-17 Kms	

18.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	25	17-18 Kms	
19.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	25	18-19 Kms	
20.	Transportation of Ash from 2X135 MW to low lying area /Ash Pond/Ash Dyke	25	19-20 Kms	
21.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	80	0-1 Kms	
22.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	80	1-2 Kms	
23.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	80	2-3 Kms	
24.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	2000	3-4 Kms	
25.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	80	4-5 Kms	
26.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	60	5-6 Kms	
27.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	60	6-7 Kms	
28.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	60	7-8 Kms	
29.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	25	8-9 Kms	
30.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	25	9-10 Kms	
31.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	25	10-11 Kms	
32.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	25	11-12 Kms	
33.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	25	12-13 Kms	
34.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	25	13-14 Kms	
35.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	25	14-15 Kms	
36.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	25	15-16 Kms	
37.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	25	16-17 Kms	
38.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	25	17-18 Kms	
39.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	25	18-19 Kms	

40.	Transportation of Ash from 2X30 MW to low lying area /Ash Pond/Ash Dyke	25	19-20 Kms	
41.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	50	0-1 Kms	
42.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	2500	1-2 Kms	
43.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	50	2-3 Kms	
44.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	500	3-4 Kms	
45.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	25	4-5 Kms	
46.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	25	5-6 Kms	
47.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	25	6-7 Kms	
48.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	25	7-8 Kms	
49.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	25	8-9 Kms	
50.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	25	9-10 Kms	
51.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	25	10-11 Kms	
52.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	25	11-12 Kms	
53.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	25	12-13 Kms	
54.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	25	13-14 Kms	
55.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	25	14-15 Kms	
56.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	25	15-16 Kms	
57.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	25	16-17 Kms	
58.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	25	17-18 Kms	
59.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	25	18-19 Kms	
60.	Transportation of Ash from 2X50 MW to low lying area /Ash Pond/Ash Dyke	25	19-20 Kms	
61.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	1750	0-1 Kms	

62.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	50	1-2 Kms	
63.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	50	2-3 Kms	
64.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	50	3-4 Kms	
65.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	200	4-5 Kms	
66.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	100	5-6 Kms	
67.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	100	6-7 Kms	
68.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	100	7-8 Kms	
69.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	50	8-9 Kms	
70.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	50	9-10 Kms	
71.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	50	10-11 Kms	
72.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	50	11-12 Kms	
73.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	50	12-13 Kms	
74.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	50	13-14 Kms	
75.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	50	14-15 Kms	
76.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	50	15-16 Kms	
77.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	50	16-17 Kms	
78.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	50	17-18 Kms	
79.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	50	18-19 Kms	
80.	Transportation of Ash from 1X63 MW to low lying area /Ash Pond/Ash Dyke	50	19-20 Kms	

**Open Trucks/Tippers with minimum carrying capacity of 17MT to 22 MT /Trip**

NOTE:

1. The bidder should quote rate in Rs. per Trip for all works mentioned in the Price-Bid.

2. Lead verification will be done jointly before execution of the work.
3. The Bidder should include all duties, taxes and levies, loading charges at Mines except GST payable by the Bidder under the contract, as applicable on the last date of submission of tender, in the rates, prices and the total Bid Price submitted by the bidder. Please refer to clause 16 at page 11 of the tender document regarding applicability of GST. The rate of GST as applicable on the last date of submission of tender must be indicated. TDS will be deducted at source as per IT norms.

Name of Agency / Bidder/ Company

Name of Authorized Representative

**Seal and Signature of Bidder/Company**

**Date:**

## Annexure-II

### (TO BE SUBMITTED WITH THE BIDDER)

#### 1. ASH HANDLING INFRASTRUCTURE

Particulars	Total Nos of Fleet	Own Fleet No's	Hired Fleet No's
Tipping Trucks/Hywa			
Front End Loader			
Excavators			

#### 2. SELF-DECLARATION

Have you ever been black listed by any of your client (Yes/No). If yes, please specify Name of company & reason for black listing.

Name of Agency / Bidder/ Company

Name of Authorized Representative

Seal and Signature of Bidder/Company

Date:

**ANNEXURE-III**

**CERTIFICATE OF ACCEPTANCE**

**We hereby state that we have read and understand all terms and conditions of Tender document no. : ACBIL/ Ash Transportation/ KORBA/2024-25/02** visited the proposed site for assessment of scope of work and understand all associated financial implications, obligations, etc. We hereby accept and agree to execute all works as per Tender document, specifications of M/s ACBIL and as per the terms and condition of the referred tender.

Name of Agency / Bidder/ Company

Name of Authorized Representative

**Seal and Signature of Bidder/Company**

Date: