

Tender Specification No: LAPL/ASH/TRANS/2023-24/15

Dated: 11.12.2023

Last Date of Bid Submission is 20.12.2023

“NOTICE INVITING TENDER”
FLY ASH TRANSPORTATION TO BRICK MANUFACTURING PLANTS
AND OTHER DESIGNATED USERS

Lanco Amarkantak Power Ltd., (“LAPL”) is inviting tender from Ash Transporters for transportation of ASH offered under road mode from LAPL to **brick manufacturing plants and other designated users such as manufacturers of Fly ash based products viz., blocks, tiles, fibre cement sheets, pipes, boards, panels and ready mix concrete.** The ash shall be lifted in closed bulkers/ open bulker in environment friendly manner strictly as per applicable MOEF&CC/ Central Pollution Control Board (CECB)/ Chhattisgarh Environment Conservation Board(CECB)/ Central/ State Govt. guidelines, as amended from time to time, for transportation of ash under road mode from LAPL power plant. This tender document is in compliance to the clause 5.3 of Ministry of Power (MoP) advisory dated 22.02.2022 (after complying clause no. 5.1 and 5.2) which stipulates procedure to be followed for disposal of Ash under competitive bidding complying the Ash Utilization under MoEF & CC notification dated 31.12.2021 as amended on 30.12.2022.

TENDER SCHEDULE: -

Tender shall be uploaded on website <http://lancogroup.com>. Bidder(s) must regularly visit the website to check for amendments/corrigendum (if any) till submission date. All amendments/corrigendum notifications will form as part of Bid.

Date of issue/publishing	: 11/12/2023
Last date and time for submission of bids	: 20/12/2023 (04:00 PM)
Bid Security (Earnest Money)	: Bid Security Fee is Rs.25,000/- (Twenty Five Thousand Only) Any Bid submitted without Earnest Money shall not be entertained
Bid validity period	: 4 months from last date of bid submission
Address for communication	: Materials Department Amarkantak Power Limited] Administrative Block, Village- Patadi, Post office – Tilkeja, Korba, 495674 Email: sandeep.kp@lancogroup.com

LAPL RESERVES ALL RIGHTS TO MODIFY/ALTER/CHANGE ANY PART OF THIS TENDER AT ITS SOLE DISCRETION.

LANCO AMARKANTAK POWER LIMITED

Corporate office: Lanco Amarkantak Power Ltd. Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India

T: +91-124 4741000 ; E: lapl@lancogroup.com

Registered office: Lanco House, Plot No-4, Software Units Layout,HITEC City, Madhapur, Hyderabad-500 081, T.G., India

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Site office: Village – Pathadi, P.O.-Tilkeja, District-Korba , Chhattisgarh-495 674

T: +91-7759-279 938

www.lancogroup.com

Corporate Identity Number: U40109TG2001PLC03265

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INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

1. The Bid should be unconditional acceptance to the terms as contained in the tender document.
2. No over-writings or correction shall be accepted unless authenticated with signature.
3. All communications, correspondence in relation to the tender should be addressed to:

Sr. Manager (C&M)
Lanco Amarkantak Power Limited
Administrative Block, Village- Patadi,
Post office – Tilkeja, Korba, 495674
Email: sandeep.kp@lancogroup.com

1) INTRODUCTION: -

LANCO AMARKANTAK POWER LIMITED ("hereinafter referred to as "LAPL" or "Company"), located near Pathadi Village on Korba-Champa State Highway in Chhattisgarh, is a coal fired thermal power plant with operational capacity of 600 MW (2 x 300 MW).

"The Company is undergoing Corporate Insolvency Resolution Process (CIRP) as per Hon'ble NCLT (Hyderabad Bench) order dated 05th September 2019".

2) SCOPE OF WORK: -

LAPL hereby invites bids from Bidder(s) for environmentally friendly utilization of ash (hereinafter referred as "ash") as per the notifications issued by MOEF&CC (as amended from time to time).

- a) The tentative Quantity for transportation of Ash shall be 70,000 MT (approx. Seventy Thousand Metric Tons).
- b) Utilization of ash from silo on "as is where is basis" inclusive of loading/unloading with transportation from LAPL site to BMU.

The Bidder(s) have to agree that they have duly inspected the site and its surroundings and have fully satisfied to all technical, commercial and general conditions affecting the site and the works including the nature of the ground and sub-soil, the extent and nature of the work and materials necessary for carrying out the works, the means of communication, and in general all risks and contingencies influencing or affecting the scope of work.

This Tender is applicable for transportation of ash (As is where is basis/required basis), Bidder(s) agree to accept the work order from Lanco Amarkantak Power Ltd. with the following detailed scope of work:-

2.1. Detailed scope of work:-

Loading at silo: The Bidder(s) shall place the vehicles at silo for loading with the direction of the Engineer - in - Charge (EIC). Bidder(s) also takes all the necessary precautions at its own cost to avoid

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leakages. The empty and loaded vehicles should follow the route as directed by the LAPL Engineer - in - Charge (EIC) i.e. HOD, Operation.

Transportation: Nuisance free and pollution free transportation should be the main motto of transportation of ash in leak proof covered vehicles up to the dumping area.

Disposal of ash: Transported ash in the vehicles should be disposed at the approved/designated site (Bricks manufacturing plants/other designates users) only. All necessary precautions should be taken to avoid pollution due to disposal of ash.

- a) The Bidder(s) will have to engage vehicles in sufficient numbers for proper execution of work in time bound manner.
- b) **Note: The Bidder(s) should also have the capability to arrange for replacement of any vehicles in the event of their breakdown.**
- c) The charges of fuel, machine maintenance, oils, operator, and helper charges are in the scope of Bidder(s). The value of contract will remain same for the entire contract period irrespective of increase/decrease of fuel pricing (Petrol, Diesel, Lubricants, etc).
- d) The body of the vehicle engaged for transportation shall be perfectly leak proof.
- e) There will be no consideration for idle and escalation charges during the contract period.
- f) Top Covering of vehicle with tarpaulin during transportation and to ensure no leakage/no spillage of ash is in the scope of Bidder(s) for prevent emission of ash while transportation.
- g) . For any environment impact act against MOEFF&CC guidelines, the Bidder(s) shall be responsible and attend to the same at their own cost. The Bidder(s) shall be responsible for any adverse environmental impact due to dumping of the ash. Ash is to be transported properly in covered trucks and there shall be no spillage during transportation. Cleaning of ash spillage from roads inside/outside plant shall be in scope of bidder(s).
- h) All statutory requirements as per the factory norms are in the scope of Bidder(s).
- i) LAPL will endeavor to update the Bidder(s) about any change in legal requirements for loading / transportation / unloading / etc. of ash. However, it is the responsibility of the Bidder(s) to keep themselves updated about all the existing and latest environmental rules / guidelines / notifications for ash loading / transportation / unloading / etc. and LAPL shall not be held responsible in case Bidder(s) performs any non-compliance in this regard. Any penalties/case arises or cost levied to LAPL due to non-compliance in this regard will be in the scope of Bidder(s) only. The cost of the same will be borne by the Bidder(s) or recovered from bidder's running bill/final bill or from retention money.
- j) **Ash to be transported properly in covered trucks (preferably mechanically closed vehicles)** or as specified by the end user and there shall be no spillage during transportation. Daily road sweeping inside plant & weigh bridge will be also in the scope of Bidder(s).
- k) Ash to be transported according to designed carrying capacity of trucks.
- l) Both Tare and Gross weight of trucks to be done at LAPL weighbridge.
- m) 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 consider as per the previous records.
- n) Ash is to be dumped only at designated place mentioned by the In-charge of nominated Brick Manufacturing Units or any other Fly ash based product manufacturing plants. Record is to be maintained at unloading area for each load and copy is to be submitted along with bill.
- o) **Vehicle registration number must be displayed clearly on front, back, left, right and Front glass of the vehicles.**

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- p) Safely loading and unloading will be in the scope of Bidder(s).
- q) All the required standard safety measures & PPEs, at the loading & unloading area and during transportation are in the scope of Bidder(s). No other charges will be paid except work order rate.
- r) Contract period shall be mentioned in work order and the work should be carried as per the instruction of EIC.
- s) The safety, statutory & environmental requirement are in the scope of Bidder(s)
- t) Housekeeping of the surrounding work area is to be completed without any delay, after completion of respective job.
- u) This shall not be a lump sum contract; payment shall be made based on actual liftman however rate shall be firm till the contract period.

2.2. Compliances

- a) Obtaining statutory permission from Regulatory Authorities such as CECB as per the requirement, all liaisoning work including requirement to obtain approvals/NOCs from statutory bodies shall be in the scope of Bidder(s). LAPL shall only provide necessary documentation support.
- b) All statutory requirements as per the factory norms are in the scope of Bidder(s).
- c) After award of contract, the Bidder(s) have to obtain applicable clearances. All necessary approvals and clearances from Government and statutory bodies, liaisoning is in the scope of Bidder(s). Dumping of ash shall be done as per the applicable guidelines of both MOEF&CC (as amended from time to time).
- d) LAPL will endeavor to update the Bidder(s) about any change in legal requirements for loading/ transportation/unloading etc. of ash. However, it is the responsibility of the Bidder(s) to keep themselves updated about all the existing and latest environmental rules/guidelines/notifications for ash loading/ transportation/unloading etc. and LAPL shall not be held responsible in case any Bidder(s) performs any non-compliance in this regard. **In case** any penalties arise or cost are levied on LAPL due to non-compliance in this regard, the cost of the same will be borne by the Bidder(s)/recovered from Bidder(s) running bill/final bill or from retention money.
- e) The safety, statutory & environmental requirement are in the scope of Bidder(s). The Bidder(s) shall ensure compliance of all the rules and regulations under latest Motor Vehicle Act for the transportation under this contract. LAPL shall not be responsible for any non-compliance of the rules pertaining to RTO, Tax, Vehicle fitness, Insurance, Valid license for excavator operators, drivers will be in scope of Bidder(s).
- f) All legal compliances related to vehicles to be fulfilled and all documents submitted before commencement of the job.

2.3. Others: -

- i) **PPE:** All PPEs required for the job shall be in scope of Bidder(s).
- ii) **Insurance:** Insurance of Bidder(s) material, machinery and manpower will be in scope of Bidder(s).
- iii) **Work Permit:** - For carrying out any working relevant permit shall be open shall be as per LAPL permit process.
- iv) **Completeness:** All the resources required and jobs to be executed for completion of work as per the contract shall be arranged by Bidder(s).
- v) **Security:** The security of the material, machinery and tools will be in the scope of Bidder(s) and LAPL shall not be responsible for any theft or loss of any material.
- vi) **Boarding & Lodging:** Boarding and lodging of manpower supplied by Bidder(s) for completion of job shall be in scope of Bidder(s).
- vii) **Transportation:** Transportation of manpower, material and machinery required for the

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completion of work shall be in scope of Bidder(s)

3) GUIDELINES: -

3.1. Guidelines for Transportation of Ash inclusive of loading and unloading

The successful Bidder(s) can execute the transportation of fly ash as per site condition and time to time instructions from EIC with the following guidelines:-

- a) LAPL EIC shall certify the monthly quantity lifted by Bidder(s) as per LAPL weighbridge report. Further only LAPL weigh bridge report shall be considered for all commercial purposes.
- b) The Bidder(s) shall ensure compliance of all the rules and regulation under latest Motor Vehicle Act for the transportation under this contract. LAPL shall not be responsible for any non-compliance of the rules. The Bidder(s) shall indemnify LAPL against all and any actions which may arise out of such non-compliance.
- c) Leak proof vehicles are to be engaged for transportation of ash to project areas.
- d) Vehicles arranged for ash transportation & loading will be inspected periodically & unfit vehicle as per LAPL vehicle safety guidelines, will be banned for entry.
- e) Vehicles engaged for ash transportation should be fully covered with tarpaulin without any spillage after loading. Tarpaulin for covering purpose will be in Bidder(s) scope.
- f) RTO, Tax, Vehicle fitness, Insurance of vehicle, valid license for Vehicle drivers will be in scope of Bidder(s).
- g) Operators/drivers engaged in resources for ash disposal has to follow the LAPL safety guidelines & gate pass of the person found violating the same will be cancelled immediately.
- h) Penalty will be levied if any LAPL property is found damaged during the ash disposal.
- i) Adequate free board in trucks should be kept avoiding overflow/spillage during transportation.
- j) In case of any spillage entire route during transportation of ash, the Bidder(s) shall ensure that spilled ash is collected and transported to the disposal/usage site immediately.
- k) Penalty will be levied if any safety violations during the ash disposal as per the LAPL Safety norms and amount will be deducted in bills.
- l) Penalty will be levied if any Environment violations during the ash disposal as per the LAPL Environment norms and amount will be deducted in bills.
- m) The speed limit of vehicles carrying ash should be strictly enforced and it should not exceed 20 km per hour inside plant
- n) The Bidder(s) shall not resell the ash lifted from LAPL or not dispose off to any other area except the mentioned projects area.
- o) Bidder(s) has to comply all the applicable statutory requirements.
- p) The Bidder(s) shall be fully responsible for the operation of the vehicles. For any incident due to mishandling or faulty operation of the Bidder/ bidder(s) workers, such Bidder(s) will be fully responsible.
- q) Bidder(s) has to ensure that the vehicles which will be entering the plant should have proper gate pass and staff should carry valid gate passes.
- r) Work will be carried out as per mutually agreed SOP / Work Order.
- s) One register should be maintained at loading point by Bidder(s), in which the no of trips per Vehicle, loading time, vehicle break down time etc is to be properly registered.
- t) Housekeeping will be done by the Bidder(s) wherever spillage of ash occurs on the road by Vehicles.
- u) The dumpers should not carry beyond the maximum designed capacity.
- v) Proper managed TAT to avoid accumulation of truck & road blockage

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- w) Loading shall be done on 24X7 basis on all days of the week.
- x) The Bidder(s) shall particularly take care of all types of required coordination with local civil, government authorities etc. for ensuring smooth progress of the work.
- y) For any theft of bidder/Bidder(s) materials from inside or outside the plant premises, the Bidder(s) will be responsible.

3.2. Health & Safety guidelines

For safe transportation, the successful Bidder(s) has to follow LAPL's following Health & Safety guidelines:-

- a) Operators/drivers engaged in resources for ash disposal has to follow the LAPL health & safety guidelines and gate pass of the person found violating the same will be immediately cancelled.
- b) Ensure 100% PPEs Compliances (Like-Safety helmet, Dust mask, Safety shoe, hand gloves, Safety reflective jackets, Reflecting tap etc.)
- c) Ensure 100% safety induction for all divers, Supervisors and operators
- d) Safety supervisors for monitoring of the ash excavation jobs and traffic controller (as per requirements in each shift from bidder inside the plant e.g. Dyke, weigh bridge, etc)
- e) Successful Bidder(s) has to be ensured that all filled trucks covered with tarpaulin.
- f) All legal compliances related to vehicles to be fulfilled and all documents submitted before commencement of the job.
- g) Risk assessment to be done for vehicle movement.
- h) Use of Mobile phones while driving and loading of the ash to be banned.
- i) Vehicle safety devices like horn, back horn and lights inventory to be maintained by the bidders. Safely loading and unloading will be in the scope of Bidder(s).
- j) **COVID GUIDELINES:** Bidder(s) shall ensure to strictly follow the latest applicable COVID Guidelines for all workmen including drivers.
- k) **COVID VACCINATION:** All employees of Bidder(s) including drivers must have COVID Vaccination Certificate (At least single dose).
- l) **RFID System:** One time vehicles registration shall be required in LAPL RFID system.
- m) After vehicle registration, the responsibility of Bidder(s) to run the vehicle throughout the contract period and RFID cards will be issued for all vehicles. The cost of RFID cards will be in the scope of Bidder(s).
- n) LAPL EIC shall certify the monthly quantity lifted by Bidder(s) as per LAPL report & Weighbridge report.
- o) In case of RFID shut down/maintenance, LAPL weighbridge data shall be considered for no. of trips/MT quantity purpose.
- p) **PRE-EMPLOYMENT MEDICAL CHECK-UP:** Contractor shall arrange for medical checkup) of all employees before employment, FORM 21 (refer annexure -III) to be submitted for the same and shall ensure that no person with any of the following diseases is employed by him at the LAPL site:-
 - 1. Epilepsy
 - 2. Colour blindness/Night blindness
 - 3. Deafness
 - 4. Eye-sight of the employees in the following category shall be examined every six months.
 - Excavator operators/heavy earth moving equipment operators
 - LMV/HGV drivers
 - All workers working in the night shift

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4) Special terms and conditions: -**4.1. Payment terms: -**

- i. Fortnightly invoices shall be raised by successful bidder(s) and the payment shall be accordingly made as per the actual quantity lifted.
- ii. **Ninety Percent (90%) Payment** shall be released within 15 days of submission of Tax Invoice along with all compliances along with the necessary documents.
- iii. **Ten percent (10%) of basic amount of each running bill shall** be kept towards Performance Security and shall be released after completion of defect liability period. In case bidder submits security deposit bank Guarantee (SDBG) equivalent of 10% of basic order value, performance security / retention amount shall be released within 15 days of submission of SDBG. SDBG shall be submitted as per LAPL's approved Bank Guarantee format and shall be valid until defect liability period with additional 3 month claim period.

4.2. In case the Bidder fails to execute the entire contract, for reasons not attributable to LAPL, LAPL reserves the right to forfeit the Performance Security amount. In case LAPL is subjected to any liability during and after the defect liability period, LAPL reserves the right to forfeit the performance security amount as well as recover any additional amount from Bidder(s) towards cost incurred by LAPL in discharging the subject liability.

4.3. Taxes: -

Price mentioned in Price schedule shall be inclusive of all taxes, levies, cess and duties etc. except GST (GST shall be paid as applicable on the Invoice value as applicable on the date of invoice).

4.4. Defect liability Period: -

Defect liability period shall be 01 months from the date of completion of entire work. During defect liability period, if any problem arises related to work done then the same shall be addressed & resolved by the Bidder(s) at free of cost.

4.5. Mobilization: -

Mobilization of manpower, material, tools and machinery shall be done within 10 days from the date of issuance of notice to proceed (NTP) by LAPL EIC. Bidder(s) shall arrange to provide the required documents for issuance of gate pass. Any delay in providing the required documents subsequently leading to delay in issuance of gate pass shall be attributable to the Bidder(s) must deploy adequate number of manpower and machine for smooth and timely execution as well as supervision of the work.

- i) Minimum 2 no. of hywas for lifting of Ash.

LAPL reserves the right to take appropriate measures in case the successful Bidder(s) fail to mobilize the manpower / equipment within stipulated time.

4.6. Deductions and penalties: -

- i. LAPL shall be entitled to recover from Bidder(s) bills all cost, damages, expenses which may have to incur or become liable to incur as a result of Bidder(s) negligence or any other action including failure in control of fugitive emission within and outside the plant that may originate such cost, charges, expenses etc. Further, LAPL also reserves the right to forfeit the security deposit amount of the Bidder(s) and adjust it to recover such cost, charges, expenses, etc.

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- ii. In case Bidder(s) bill amount is not adequate to cover such recovery amount, the balance amount shall be deducted from any sum which may become due to Bidder(s) at any time thereafter under this or any other contract Bidder(s) may have with LAPL. Should this sum also not be sufficient to cover the full amount recoverable, then LAPL reserves its right to recover the same as remedies available under the law.
- iii. If there is any delay in completion of work on the part of the Bidder(s) and there is any statutory Increase in duties /taxes / levies during the period of delay, in such cases the differential shall be on account of the Bidder(s).
- iv. In case of Bidder(s) failure to complete the work within contract period due to reasons not attributable to LAPL , LAPL reserves its rights to forfeit Bidder(s) security amount / any due amount. LAPL further reserves its rights to offload the unexecuted work to other agency(agencies) at the risk and cost of the Bidder(s) and recover all such incurred costs from Bidder(s) due amount .
- v. The Bidder(s) shall be solely responsible for any loss or damage to LAPL property during the execution of this contract due to negligence, fraud etc. on the part of their personnel and will be liable to make the damages in good condition. In case of any LAPL material is lost or damaged during execution of work due to Bidder(s) negligence or wrong workmanship, the cost of the same as per prevailing market rate plus departmental expenses shall be recovered from Bidder(s) bills / security deposit amount.
- vi. In case of any accident due to reasons attributable to the Bidder/ Bidder(s) deployed agencies/workers, following penalties shall be levied: -
 - For fatal accident-Rs.20 lakhs/-
 - For reportable accident (Permanent disability)-Rs. 10 lakhs/-
- vii. In case of any violation/non-compliance due to ash disposal in an area other than the specified end use in the tender, then the Bidder(s) shall be liable to rectify the non-compliance. All penalties/liabilities shall be borne by the Bidder(s) in such cases.
- viii. **LAPL shall recover from Bidder(s) bills all cost & liabilities arising out of Safety, environment & statutory deviations/ non compliances attributable to Bidder(s). Any penalty / fine imposed by statutory bodies on LAPL on this account shall have to be borne by the Bidder(s) without any demur.**

4.7. Indemnity: -

Bidder(s) shall keep LAPL indemnified from all liabilities resulting out of this contract and submit indemnity bond as per format given in **Annexure IV**.

5) QUALIFICATION REQUIREMENTS: -

To be eligible for Award of Contract, Bidder(s) shall provide evidence, satisfactory to LAPL, of their eligibility and of their capability and adequacy of resources to carry out the subject contract effectively.

Eligibility criteria are as defined below: -

- a) Bidder(s) must have minimum 2 nos. owned Vehicles (Hywa /Tripper /Bulker).
- b) Bidder(s) must have must have executed work order(s) for transportation of ash of at least 50000 (Fifty Thousand) quantity (MT or CuM) in preceding two years on cumulative basis from power plants to user(s) of ash)
- c) Bidder(s) must have at least INR 50,00,000(Rupees Fifty Lakhs) annual turnover in any of the preceding three financial years.

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- d) Bids received under “Bidding Consortium” or “Joint Venture” mechanism shall not be considered.
- e) In case any Bidder(s) has been executing/have executed a similar transportation of ash work for LAPL in the present/past, but the executed quantity is/was less than 50% of the ordered quantity, his/her/their bid shall not be considered on account of unsatisfactory performance attributable to bidder.

6) DOCUMENTS TO BE SUBMITTED FOR QUALIFICATION REQUIREMENT:-

Bidder(s) are requested to check the above mentioned eligibility criteria and submit the required information with all relevant details & supporting documents. The following documents are required to be submitted for qualification: -

- a) Company profile along with credentials.
- b) Copies of the Letter of Award/Purchase orders/Contracts and Certificate (s) from the Client(s) for successful execution of the assignment with value and period of execution.(Refer Schedule 1)
- c) Audited Balance sheet and profit & loss statements – (Refer Schedule 2).
- d) RC copies of List of vehicles owned by Bidder(s).

7) EARNEST MONEY: -

7.1 The Bidder(s) are required to deposit the Earnest Money of INR 25,000/- (Rupees Twenty Five Thousand) through any of following means: -

- a) Demand Draft in favor of “LANCO AMARKANTAK POWER LIMITED”, Payable at “Korba” having validity of Three Months from the date of Tender Submission.
- b) Through NEFT/RTGS to LAPL as per Beneficiary details given under

Canara Bank Limited.

Beneficiary Name: M/s Lanco Amarkantak Power Limited

Account No: 2490201005470

IFSC Code: CNRB0002490

Transport Nagar, Korba C.G

7.2 Bidder(s) with MSME registration shall also deposit EMD.

7.3 No interest is payable to Bidder(s) on EMD amount

7.4 In case any Bidder(s) does not submit EMD along with their bids, LAPL reserves the right to reject the bid at its sole discretion.

7.5 In case, any successful Bidder(s) refuses to honor the contract awarded to him, his EMD shall be forfeited.

7.6 For unsuccessful Bidder(s), the Earnest Money shall be returned within 15 days of the award of contract or after the expiry of validity period of the bids, whichever is later.

7.7 EMD of successful Bidder(s) shall be adjusted in security deposit amount.

8) PRE-BID MEETING & SITE VISIT:-

The Bidder(s) are advised to attend pre-bid meeting (if organized by LAPL). Bidder(s) are advised to

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undertake site visit for understanding of LAPL expectation from Bidder(s) in terms of safety, health, environment, human rights, ethics, modern slavery act etc. Bidder(s) are advised to acquaint themselves with the actual job, Site conditions and examine the transport and other facilities, environmental regulations, laws and bye-laws of statutory bodies, and collect all information that will be necessary for preparing the bid and entering into a contract. The costs of visiting the Site shall be at the Bidder(s) own expense. Bidder(s) shall submit the declaration of site visit as per **Schedule-4**, thereby amounting to consonance to such indemnification, as mentioned above.

9) ADDENDA / CORRIGENDA/ AMENDMENTS TO BIDDING DOCUMENTS: -

At any time prior to the deadline for submission of Bids, the LAPL may amend the Bid documents, at his sole discretion. Amendments may also cover the queries raised by Bidder(s) and the responses given by LAPL. Amendment/ addendum / corrigendum shall be uploaded on website <http://lancogroup.com> . It shall be the responsibility of Bidder(s) to regularly visit the website for checking for amendments (if any).

NOTE: Bidder(s) to visit LAPL website <http://lancogroup.com/DynTestform.aspx?pageid=20> at regular intervals to obtain online update about this tender and subsequent amendment

LAPL may, at its discretion, extend the deadline for the submission of bids.

10) BID PRICES: -

Unless explicitly stated otherwise in the Bidding Documents, the contract shall be for the entire Scope of Work, described in this tender document. Prices shall be submitted as per table in **Annexure A Price Schedule**.

- a) Price shall be quoted in Indian Rupees only.
- b) Bid price shall be inclusive of all taxes, levies, cess and duties etc. except GST (on the invoice value as applicable on the date of invoice). GST shall be extra as applicable.
- c) LAPL shall deduct applicable taxes at source (TDS) as per IT Act 1961.
- d) Alterations to the Form of Bid and associated document shall not be permitted. Any alteration other than the filling in of blanks intended for that purpose or failure to comply with these instructions may result in the rejection of the bid.
- e) Bids must be submitted solely based on the Bidding Documents and must be free of any qualifying statements.
- f) Bidder(s) shall submit offers that comply with the requirements of the Bid Document.
- g) **Price Variation:** - Bid price will be firm and fixed for a period of 12 Months.

Please note: Price bids of only technically qualified parties will be opened. At any stage of evaluation, the technically disqualified parties will not be considered.

11) BID VALIDITY: -

The Bid shall remain valid for acceptance for a period of 4 months from the last date of bid submission or as requested by LAPL for further extension.

12) CONTRACT PERIOD: -**LANCO AMARKANTAK POWER LIMITED**

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Contract period shall be of one year i.e. from 1st February 2024 to 31st January 2025.

13) SUBMISSION OF BIDS: -

The bid shall be submitted in Hard copy in two parts. In case the Bidder(s) submit the bid in hard copy, Bidder(s) shall seal the original and copy of each part of the bid separately in inner and outer envelopes duly marking the envelopes "Original", "First Copy",

The Inner and Outer Envelopes shall bear the following identification: -

- a) **"BID FOR 'ASH TRANSPORTATION TO Bricks Manufacturing Plants'**
 - b) **TENDER SPECIFICATION NO**
 - c) **"DO NOT OPEN BEFORE DATE AND TIME OF BID OPENING".**
- The first envelope containing the first part of the bid shall be super scribed **"PART- I - TECHNICAL BID"**.
(Original Hardcopy-1 Set, First Hard Copy 1-Set, or Password Protected PDF File).
- a) Tender acceptance duly signed and stamped
 - b) Document required for meeting qualification criteria as mentioned in clause no 5.
 - c) Statutory Applicable clearances if required.
 - d) Schedule 01 [PREVIOUS EXPERIENCE AND CURRENT WORK]
 - e) Schedule 02 [FINANCIAL TURNOVER]
 - f) Schedule 03 [SCHEDULE OF DEVIATIONS in bid]
 - g) Schedule 04 [DECLARATION OF SITE VISIT BY THE BIDDERS]
 - h) Schedule 05 [List of Equipment owned by Bidder]
- The second envelope containing the second part of the bid shall be super scribed **"PART-II-COMMERCIAL BID"** **(Original Hardcopy-1 Set or Password Protected PDF File)** having the following information:-
- a) Price Bid Schedule.
- **(Original Hardcopy-1 Set, First Hard Copy) shall be addressed to and submitted to:-**
Sr. Manager (C&M),
Lanco Amarkantak Power Limited,
Administrative Block, Village- Patadi,
Post office – Tilkeja, Korba,
Chhattisgarh, Pin - 495674
Email: sandeep.kp@lancogroup.com

14) DEADLINE FOR SUBMISSION OF BIDS:-

The completed bid shall be submitted at the office of LAPL, no later than date and time indicated in the bidding document/ its amendments.

The LAPL may, in exceptional circumstances and at its sole discretion, extend the deadline for submission of Clarification/Bids by issuing an Addendum, in which case all rights and obligations of the LAPL and the

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Bidder(s) subject to the original deadline will thereafter be subject to the new deadline as extended.

15) LATE BIDS: -

Any bid received by the LAPL after the prescribed or extended deadline for submission of bids will not be considered for opening & evaluation.

16) BID EVALUATION: -

Bids shall be evaluated on the basis of the lowest rate in each distance wise slab as specified in Annexure A. The LAPL will examine the bids to determine whether they are complete and comply with all conditions given in the tender documents. Bids complying to tender conditions shall only be considered.

17) PROCESS TO BE CONFIDENTIAL: -

- a) Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations concerning the award of Contract shall not be disclosed to Bidder(s) or other persons not officially concerned with such process.
- b) Any effort by any Bidder(s) to influence the LAPL in the process of examination, clarification, evaluation and comparison of bids or in decisions concerning the award of contract may result in the rejection of the Bidder(s) bid and may also lead to "black listing" of such Bidder(s) and all existing successful bids in hand, if any, shall be deemed to be cancelled.

18) CLARIFICATION OF BIDS SUBMITTED BY BIDDER(S) : -

To assist in the examination, evaluation and comparison of bids, the LAPL may ask Bidder(s) individually for clarification of their bids, including breakup of price quoted. Requests for clarification and the response shall be in writing or e-mail.

19) CORRECTION OF ERRORS: -

Bids will be checked by the LAPL for any arithmetical errors in computation and summation. Errors will be corrected by the LAPL as follows: -

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the LAPL there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
- c. If a Bidder(s) does not accept the correction of errors as outlined above, his bid will be rejected.

20) AWARD CRITERIA: -**LANCO AMARKANTAK POWER LIMITED**

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LAPL shall award the contract to the Bidder whose bid has been found compliant with tender conditions after Bid evaluation.

21) LAPL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: -

Notwithstanding anything contained in the tender document, LAPL reserves the right to accept any bid in full or part considered advantageous to the LAPL irrespective of whether it is lowest or not, without assigning any reason whatsoever. Further, the LAPL reserves the right 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(s) or any obligation to inform the affected Bidder(s) of the grounds for LAPL's action in this regard.

22) NOTIFICATION OF AWARD

- a) Prior to the expiration of the period of bid validity prescribed by the LAPL, the LAPL will notify to successful Bidder(s) by e-mail, that their bid has been accepted.
- b) Work order shall be issued to successful Bidder(s).

23) SIGNING OF AGREEMENT: -

Successful Bidder(s) shall submit duly accepted work order with 3 days of receipt of the work order.

24) CRITICAL DATES FOR BIDDING PROCESS: -

S. No	Description	Date
1	Last date for submission of bids	20 th December 2023

Timelines mentioned above are indicative and are subject to change at the discretion of LAPL. LAPL reserves the right to amend the above schedule or modify/cancel the bid process at its own discretion. The successful Bidder(s) shall not be entitled to any loss / claim / damage arising out of or related to the amendment / modification / change in the abovementioned schedule. All expenses in relation to Bidding to be borne by the Bidder(s).

All communication with LAPL for bidding process shall be done with below email: - sandeep.kp@lancogroup.com

25) TERMINATION: -

In case at any stage during the term of the work order, it is found that any Bidder(s) have furnished false information/documents for the purpose of qualifying itself/themselves under the tender, LAPL reserves the right to forthwith terminate the work order awarded to the said Bidder(s) and withhold all outstanding payments including security deposits at the sole discretion of LAPL. For reasons covered elsewhere in this contract document including non-performance/ continuous poor performance under the contract, if the contract requires to be terminated, 10 (Ten) days' prior notice shall be given by LAPL. In such eventuality, the Security Deposits and Outstanding payments, if any may also be forfeited at sole discretion of LAPL. Further, the balance work shall be done by any other means at Bidder(s) cost and risk. If the price of contract for the balance work shall be higher, the additional amount shall be recovered from Bidder(s)

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security deposit or any dues of this contract or any other contract that the Bidder(s) may have taken in LAPL.

However, if the Bidder(s) desired to quit the contract, he will have to give at least One month's notice AND SHALL SUBMIT ALL CLAIMS/BILLS FOR WORK DONE WITHIN 15 DAYS FOR SETTLEMENT OF THE ACCOUNTS.)

LAPL shall have the right to encash the contract Performance Bank Guarantee in case the successful Bidder(s) do not lift the mandatory minimum 50% of the cumulative ash quantity in the three month period (excluding monsoon season from July to September) applicable from the issuance of notice to proceed under the issued work order. The month wise schedule of ash lifting quantity shall be mentioned in the notice to proceed given by LAPL based on the quantity of ash to be used for NHAI requirements. In such cases of non-performance of such successful Bidder(s), no further time shall be given to the successful Bidder(s) and LAPL shall have the right to take necessary action including issue of the termination notice under the work order. Additionally, after such termination, LAPL shall have the right to issue a new tender for transportation of ash to NHAI projects.

26) Force Majeure:

- a. If any time during the continuance of this Work order the performance in whole or in part by either Party or any obligation under this Agreement shall be prevented or delayed by reason of war, hostilities, act of the public enemy, civil commotion, sabotage, fire, lightning, flood, explosion, epidemics, pandemic, quarantine restrictions or any other event beyond the reasonable control of the Party concerned (hereinafter referred to as "the eventuality"), then notice of such eventuality shall be given by the affected Party to the other within fifteen (15) days from the date of occurrence thereof;
- b. If the performance in whole or part of any obligation under this Work order is delayed by reason of any such eventuality for a period exceeding fifteen (15) days, the parties shall meet and review in good faith the desirability and conditions of terminating this Work order.

27) JURISDICTION: -

Courts in Chhattisgarh shall have jurisdiction for settlement of any disputes arising from this order/ Contract.

28) ORDER OF PRECEDENCE: -

In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below. The contract to be read as a whole: -

1. The Work Order
2. General terms and conditions of Contract - Annexure-I

Subject to the above clause, all documents forming part of the contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory and the contract to read a whole.

29) DISPUTE RESOLUTION: -**LANCO AMARKANTAK POWER LIMITED**

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The parties hereto shall make every reasonable effort to settle amicably between themselves any dispute or difference arising out of the work order issued under this tender document within a reasonable period of 30 days. In the event of their being unable to settle such dispute, the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and subsequent amendment thereof from the time being in force. The disputes shall be referred to the adjudication committee of 3 arbitrators. One arbitrator to be nominated by each Party and these two arbitrators shall jointly nominate 3rd arbitrator, who will act as chairman of the committee. The decision of the arbitrators shall be final and binding on both Parties. The proceeding of the Arbitration shall be held in the courts of Chhattisgarh.

The Parties shall continue to perform their obligations as set out in the work order issued under this tender document and shall not stop the progress of works by mere reference of the dispute(s) to Arbitration. In case of failure to perform by the Bidder(s), LAPL shall have full right to take necessary actions at the risk and cost of the Bidder(s).

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

ANNEXURE A – PRICE SCHEDULE

Price bid to be submitted by Bidder(s) in the attached format

TRANSPORTATION OF FLY ASH TO BRICK MANUFACTURING PLANTS & OTHER DESIGNATED USERS**Transportation of Ash from LAPL Silo**

SL No	Description	Rate excluding GST (in Rs. per MT)
Transportation of Ash from LAPL Plant Silo to Brick manufacturing plant		
1	Distance from LAPL plant Ash (Silo Area) for lead upto 01 KM	
2	Beyond 1 Kms. and upto 10 Kms. (Add extra for every 1 Km.	
3	Beyond 10 Kms. and upto 20 Kms. (Add extra for every 1 Km.)	
4	Beyond 20 Kms. and upto 50 Kms. (Add extra for every 1 Km.)	
5	Beyond 50 Kms. (Add extra for every 1 Km.)	

GST (in %) : _____

Signature

Seal _____

Note- Your Commercial bid envelop to contain price bid in the above format.**LANCO AMARKANTAK POWER LIMITED**Corporate office: Lanco Amarkantak Power Ltd. Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India

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ANNEXURE B – QUANTITY SCHEDULE

Declaration of minimum committed off take by Bidder(s)

We hereby declare that we will shall lift ash from LAPL Silo as given under:

1. Minimum committed off take quantity MT/ Month andMT / year.
2. Maximum committed off take quantity MT/ Month andMT / year

Signature.....

Designation.....

(COMPANY SEAL).....

Date:

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SCHEDULE 1 - Previous experience and current work

The Bidder(s) shall furnish in the format given below, details of the current works in hand and other contractual commitments:

Sl. No.	Name of Client with Address	Description of Work	Value of Contract Rs. In Lakhs	Completion time as started in the contract	Percentage of work Completed	Remarks
1	2	3	4	5	6	7
I.Previous Work Details						
II.Current Work in Hand						

Bidder(s) shall submit information in this format. The Bidder shall attach additional sheets of bigger sizes to accommodate the necessary information, if required. The Bidder shall provide satisfactory evidence of executing the above works.

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SCHEDULE 2 - DEVIATIONS IN BID

SL. No	Clause No	Deviation taken

The Bidder(s) hereby certifies that the above mentioned are the only deviations from the LAPL's tender documents

SIGNATURE -----

Name of the Signatory -----

COMPANY -----

DESIGNATION -----

DATE -----

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<< To be submitted on the letter head of the company submitting the bid>> **Certified by CA Firm**

SCHEDULE 3 - FINANCIAL TURNOVER

The Bidder(s) shall furnish in the format given below details of its financial turnover during the last three years. (Rs Lakhs)

Year:	2022-2023	2021-22	2020-21
Total:			

LANCO AMARKANTAK POWER LIMITED

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Site office: Village – Pathadi, P.O.-Tilkeja, District-Korba , Chhattisgarh-495 674

T: +91-7759-279 938

www.lancogroup.com

Corporate Identity Number: U40109TG2001PLC03265

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

SCHEDULE 4 - DECLARATION OF SITE VISIT BY THE BIDDER(S)

We hereby declare that we have attended the pre bid meeting and understood all LAPL safety performance standards, technical standards, Health, Safety, Environment & Sustainability policies & practices at LAPL. We have also visited the LAPL plant (inclusive of gate entry system, ash handling plant, Silo area, approach road to Silo etc.) and have acquainted and satisfied ourselves thoroughly with the existing site Condition & processes.

Signature

Designation

..... (COMPANY SEAL)

Company

.....

Date

LANCO AMARKANTAK POWER LIMITED

Corporate office: Lanco Amarkantak Power Ltd. Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India

T: +91-124 4741000 ; E: lapl@lancogroup.com

Registered office: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India

T: +91 40 40090400

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Tender Specification No: LAPL/ASH/TRANS/2023-24/15**Dated: 11.12.2023****Last Date of Bid Submission is 20.12.2023**

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

SCHEDULE 5 - List of Equipments owned by Bidder(s)

The Bidder(s) shall furnish in the format given below List of Equipment's owned by Bidder(s) *

S. No	Description	Qty

*We as a Bidder(s) under the tender document shall be held responsible for deployment of the above specified equipments as required at LAPL's plant.

SIGNATURE _____

COMPANY SEAL _____

NAME _____

COMPANY _____

DESIGNATION _____

DATE _____

LANCO AMARKANTAK POWER LIMITED**Corporate office:** Lanco Amarkantak Power Ltd. Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, IndiaT: +91-124 4741000 ; E: lapl@lancogroup.com**Registered office:** Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India

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SCHEDULE 6 – LIST OF Appendices

The following enclosures are part of tender documents. In case of inconsistency, this tender document supersedes the General Terms and Conditions for Services, Safety Guidelines, Special Safety Guidelines and Bidder(s) Safety Management.

S. No	List of appendices	Description
1	ANNEXURE-I	GENERAL TERMS AND CONDITIONS
2	ANNEXURE-II	SAFETY GUIDELINE
3	ANNEXURE-III	NOTIFICATION FOR FORM - 21 ISSUED BY GOVERNMENT OF CHHATTISGARH.
4	ANNEXURE-IV	INDEMNITY FORMATE

LANCO AMARKANTAK POWER LIMITED

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