

Tender Specification No: LAPL/ASH/TRANS/2022-23/10

Dated: 18.11.2022

Last Date of Bid Submission is 26.11.2022

**NOTICE INVITING TENDER FOR SUPPLY OF FLY ASH TO FLY ASH 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 fly ash 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. This tender document is in compliance to the Clause No. 5.3 of Ministry of Power (MOP) notification 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.

**TENDER SCHEDULE:-**

Tender shall be uploaded on website <http://lancogroup.com>. Bidder 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	: 18/11/2022
Last Date and Time for Submission of Bids	: 26/11/2022 at 14:00 Hrs.
Bid Security (Earnest Money)	: NA
Bid validity period	: 4 months from last date of bid submission
Address for Communication	: <b>Materials Department, Lanco Amarkantak Power - Limited, Administrative Block, Village- Patadi, Post Office-Tilkeja, Korba, Chhattisgarh-495674. Contact Number-8966905271, e-mail- <a href="mailto:sandeep.kp@lancogroup.com">sandeep.kp@lancogroup.com</a></b>

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

**LANCO AMARKANTAK POWER LIMITED**

**Corporate office:** Lanco House Plot # 397, Udyog vihar Phase – III, Gurgaon-122 016, New Delhi Region, India

T: +91-124 4741000 F: +91-124 4741024 ; E: [lapl@lancogroup.com](mailto: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 F: +91 40 23116127

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

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**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 & conditions of the tender.
2. No over-writings or correction shall be accepted unless authenticated with signature.
3. All Communication, correspondence in relation to Bid must be addressed to:

Sr. Manager (C&amp;M)

**Lanco Amarkantak Power Limited**

Administrative Block, Village- Patadi,

Post office – Tilkeja, Korba, 495674

Mob. No – 8966905271

Email: [sandeep.kp@lancogroup.com](mailto:sandeep.kp@lancogroup.com)

\*This document can be amended at the discretion of LAPL (if needed).

**1) INTRODUCTION**

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

**Please note:** The Company is undergoing Corporate Insolvency Resolution Process (CIRP) as per Hon'ble NCLT (Hyderabad Bench) order dated 05<sup>th</sup> September 2019.

**2) SCOPE OF WORK**

LAPL is inviting bid from Bidder(s) for environmentally friendly utilization of ash (hereinafter referred as "ash") to Fly Ash Bricks Manufacturing Plants and other Fly ash based product manufacturing plants viz. blocks, tiles, fibre cement sheets, pipes, boards, panels and ready mix concrete as per the notifications issued by MOEF & CC (as amended from time to time).

**This bid is applicable for ash transportation (As and when required basis).** Under this bid, Bidder(s) agree to accept the work order from Lanco Amarkantak Power Ltd. with the following detailed scope of work:-

**Detailed scope of work:-**

**Loading at silo:** The bidder shall place the vehicles at silo for loading with the direction of the Engineer - in - Charge. Bidder also takes all the necessary precautions at his own cost to avoid 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.

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

- a) The bidder will have to engage vehicles in sufficient numbers for proper execution of work in time bound manner.
- b) **Note: The bidder 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. 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 for prevent emission of ash while transportation.
- g) Any environment imbalance, the bidder will be responsible and attend to the same at their own cost. The bidder will be responsible for any adverse environmental impact due to dumping of the fly ash.
- h) All statutory requirements as per the factory norms are in the scope of bidder.
- i) LAPL will endeavor to update the bidder about any change in legal requirements for loading / transportation / unloading / etc. of ash. However, it is the responsibility of the bidder 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 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 only. The cost of the same will be borne by the bidder or recovered from contractors 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. Cleaning of ash spillage from roads inside/outside plant will be in scope of bidder.
- k) Daily road sweeping inside plant & weigh bridge will be also in the scope of bidder.
- l) Ash to be transported according to designed carrying capacity of trucks.
- m) Both Tare and Gross weightment of trucks to be done at LAPL weighbridge.
- n) 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.
- o) 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.
- p) **Vehicle registration number must be displayed clearly on front, back, left, right and Front glass of the vehicles.**
- q) Safely loading and unloading will be in the scope of bidder.
- r) All the required standard safety measures & PPEs, at the loading & unloading area and during transportation are in the scope of Bidder. No other charges will be paid except work order rate.
- s) Contract period shall be mentioned in wok order and the work should be carried as per the instruction of EIC.
- t) The safety, statutory & environmental requirement are in the scope of bidder.
- u) Housekeeping of the surrounding work area is to be completed without any delay, after completion of respective job.

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- v) 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.

**Guidelines for Transportation of Ash inclusive of loading and unloading**

- a) LAPL EIC shall certify the monthly quantity lifted by bidder as per LAPL weighbridge report. Further only LAPL weigh bridge report shall be considered for all commercial purposes.
- b) The Bidder 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 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 inside of ash pond only. 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.
- 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 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 shall not resell the ash lifted from LAPL or not dispose off to any other area except the mentioned projects area.
- o) Bidder has to comply all the applicable statutory requirements.
- p) The bidder 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 will be fully responsible.
- q) Bidder 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, 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 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 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 will be responsible.
- z) Ensure 100% safety induction for all divers, Supervisors and operators.
- aa) Ensure 100% PPEs Compliances (Like-Safety helmet, Dust mask, Safety shoe, hand gloves, Safety reflective jackets, Reflecting tap etc.)
- bb) Safety supervisors for monitoring of the ash excavation jobs and traffic controller ( as per requirements in each shift from contractor inside the plant e.g. Dyke, weigh bridge, etc )
- cc) Successful Bidder has to be ensured that all filled trucks covered with tarpaulin.
- dd) All legal compliances related to vehicles to be fulfilled and all documents submitted before commencement of the job.
- ee) Risk assessment to be done for vehicle movement.
- ff) Use of Mobile phones while driving and loading of the ash to be banned.
- gg) Vehicle safety devices like horn, back horn and lights inventory to be maintained by the contractors.
- hh) **Covid Guidelines:** Contractor shall ensure to strictly follow the latest Covid guidelines for all workmen including drivers.
- ii) **Covid Vaccination:** All employees of transporter's including drivers must have Covid vaccination certificate (At least single dose).
- jj) **RFID System:** One time vehicles registration shall be required in LAPL RFID system.
- kk) After vehicle registration, the responsibility of Bidder 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 Bidders.
- ll) LAPL EIC shall certify the monthly quantity lifted by Bidder as per LAPL report & Weighbridge report.
- mm) In case of RFID shut down/maintenance, LAPL weighbridge data shall be considered for no. of trips/MT quantity purpose.

### 3) Special terms and conditions:-

#### a) 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.
- i) **Ninety Percent (90%) Payment** shall be released within 15 days of submission of Tax Invoice along with all compliances.
- ii) **Ten percent (10%) of basic amount of each running bill shall** be kept towards Performance Security shall be released only after Four (04) months, upon successful completion of the contract. In case bidder submits SDBG equivalent of 10% basic order value, hold amount shall be released immediately.

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.

- iii) In case the LAPL incurs any liability during the defect liability period i.e. 4 months after completion of the work, LAPL reserves the right to forfeit the performance security, in addition of recovery of cost incurred by LAPL in excess of the amount of performance security.

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- b) **Quantity confirmation:** - Since the Fly ash cost incurred by LAPL shall have to be reimbursed by the Power Procuring DISCOMs, in accordance with the guidelines of MoEF&CC notification dated 31<sup>st</sup> December 2021, as amended from time to time, the following documents shall have to be submitted by Bidder to LAPL:

**Quantity Confirmation certificate duly certified by the end user for supplied ash is mandatory for work done during the previous months to be submitted along with current month Tax Invoice as per format attached (please refer Annexure-VII).**

- c) **Warranty defect liability:** - NA
- d) **Liquidated damages for delay in completion of work:** - NA
- e) **Taxes:-**

Price mentioned in Price schedule 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 statute.

TDS deductible as per Income Tax Act-1961

- f) **Mobilization:** - **Sufficient vehicles must be deployed to ensure the daily average quantities lifted and type of vehicles (e.g. Hyva/Tipper/Bulker) as required by the fly ash end user.**
- g) **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.
- ii) In case Bidder's bill amount is not adequate to cover such recovery amount the balance shall be deducted from any sum which may become due to Bidder at any time thereafter under this or any other contract Bidder may have with us. Should this sum also not be sufficient to cover the full amount recoverable, then we reserve our right to recover the same as remedies available under the law.
- iii) The Bidder 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 negligence or wrong workmanship, the cost of the same as per prevailing market rate plus departmental expenses shall be recovered from Bidder bills.
- iv) For any accident due to the negligence of the Bidder/ Bidder's deployed agencies/workers or sub bidders, following penalties shall be levied.
- For fatal accident- Rs. 20 lakhs/- (or to be decided by LAPL).
  - For reportable accident (Permanent disability)- Rs. 10 lakhs/- (or to be decided by LAPL)
- v) **If any dispute arises due to ash dumping other than the specified areas without permission of LAPL Engineer in charge, then the Bidder will be liable for penalty by LAPL for twice the value of expenses for handling the situation.**

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- vi) LAPL shall recover any penalty on account of deviation in safety, environment & statutory compliances from Bidder's bills.

**h) Indemnity:-**

Bidder shall keep LAPL indemnified from all liabilities resulting out of this contract and act of Bidder workman, including but not limited to taxes & duties, damages, penalties, fines, punitive measures, lawyer fees etc. of whatever nature due to non-compliance by Bidder in his scope of the applicable statutory laws, rules, notifications etc. **(Reference – Annexure C)**

**i) Others:-**

- i) **PPE:** All PPEs required for the job shall be in scope of Bidder.
- ii) **Insurance:** Insurance of Bidder's material, machinery and manpower will be in scope of Bidder.
- iii) **Work Permit:** - For the carrying out all works involving gas cutting, relevant permits shall be obtained as per LAPL's permit process. Only industrial gas cylinders shall be used and required.
- iv) **Completeness:** All the resources required and jobs to be executed for completion of work as per the contract shall be arranged by Bidder.
- v) **Security:** The security of the material, machinery and tools will be in the scope of Bidder 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 for completion of job shall be in scope of Bidder.
- vii) **Transportation:** Transportation of manpower, material and machinery required for the completion of work shall be in scope of Bidder

**4) QUALIFICATION REQUIREMENTS:-**

To be eligible for Award of Contract, Bidders shall provide evidence, satisfactory to LAPL, of their eligibility and of their capability and adequacy of resources to carry out the subject contract effectively. Bids submitted shall include submission of the following qualification requirement:-

- a) Bidders must have minimum 2 nos. owned Vehicles (Hyva /Tripper /Bulker).
- b) Bidder must have minimum experience of transporting fifty thousand (50,000) quantity (MT or CuM) of ash in the preceding two years (cumulative). To fulfill this technical qualification criteria, Bidder(s) have to submit applicable past work orders along with confirmation on completion of said work orders on the letter head of the users of ash in the preceding two years.

**5) DOCUMENTS TO BE SUBMITTED FOR QUALIFICATION REQUIREMENT:-****5.1 The following documents are required to be submitted for qualification:-**

- a) Complete company profile along with credentials.
- b) RC copies of List of vehicles owned by bidder.
- c) Work Completion Certificates on the letter head of users of ash for works already executed.

**6) AMENDMENT OF BIDDING DOCUMENTS:-****LANCO AMARKANTAK POWER LIMITED**

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

**NOTE: Bidder to visit LAPL website <http://lancogroup.com/DynTestform.aspx?pageid=20> at regular intervals to have online update about this proposal.**

## 7) BID PRICES:-

- 7.1 Unless explicitly stated otherwise in the Bidding Documents, the contract shall be for the entire Scope of Work, described in this proposal. Prices shall be submitted as per table in **Annexure A Price schedule**.
- 7.2 Price shall be quoted in Indian Rupees only.
- 7.3 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).
- 7.4 LAPL shall deduct applicable taxes at source (TDS) as per statutory requirements.
- 7.5 Bids must be submitted solely based on the Bidding Documents and must be free of any qualifying statements.
- 7.6 Bidder shall submit offers that comply with the requirements of the Bid Document.

## 8) BID VALIDITY:-

The Bid shall remain valid for acceptance for a period of 90 days from the last date of bid submission or as requested by LAPL for further extension.

## 9) CONTRACT PERIOD:-

Contract period shall be one year from date of award of the work order

## 10) SUBMISSION OF BIDS: -

The bid shall be submitted in Hard copy in two parts. The Bidder 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 'UTILIZATION OF FLY ASH'"
- b) "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". Part-I-Technical Bid (Original Hardcopy-1 Set, First Hard Copy 1-Set).**

### LANCO AMARKANTAK POWER LIMITED

**Corporate office:** Lanco House Plot # 397, Udyog vihar Phase – III, Gurgaon-122 016, New Delhi Region, India

**T:** +91-124 4741000 **F:** +91-124 4741024 ; **E:** [lapl@lancogroup.com](mailto: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 **F:** +91 40 23116127

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

**T:** +91-7759-279 938 **F:** +91-7759-279 970

[www.lancogroup.com](http://www.lancogroup.com)

**Corporate Identity Number: U40109TG2001PLC03265**

**Tender Specification No: LAPL/ASH/TRANS/2022-23/10****Dated: 18.11.2022****Last Date of Bid Submission is 26.11.2022**

- a) Company profile
- b) PREVIOUS EXPERIENCE AND CURRENT WORK
- c) SCHEDULE OF DEVIATIONS in bid
- d) List of Equipment owned/hired by Bidder

- The second envelope containing the second part of the bid shall be super scribed "**PART-II-**

**COMMERCIAL BID"** having the following information:-

- Price Bid.

- **(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, 495674

Mob. No – 8966905271

Email: [sandeep.kp@lancogroup.com](mailto:sandeep.kp@lancogroup.com)

## **11) 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 Bidders subject to the original dead line will thereafter be subject to the deadline as extended.

## **12) 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.

## **13) BID EVALUATION:-**

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.

To be eligible for evaluation of the Bid and award of the contract the bidder shall satisfy the requirements of Clause 5 and 6 of this tender document. After thorough inspection of validation of all submitted documents, work order will be issued to successful bidders.

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LAPL reserves the right to reject any Bidder(s) who has not performed satisfactorily with LAPL.

**14) PROCESS TO BE CONFIDENTIAL:-**

14.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations concerning the award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process.

14.2 Any effort by a bidder 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 the bidder and all existing successful bids in hand, if any, shall be deemed to be cancelled.

**15) CLARIFICATION OF BIDS SUBMITTED BY BIDDER:-**

To assist in the examination, evaluation and comparison of bids, the LAPL may ask bidders individually for clarification of their bids, including breakdowns of prices. Requests for clarification and the response shall be in writing or e-mail.

**16) CORRECTION OF ERRORS:-**

16.1 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.

16.2 If a bidder does not accept the correction of errors as outlined above, his bid will be rejected.

**17) AWARD CRITERIA:-**

The LAPL will award the contract to the bidder(s) whose bid has been determined to be in line with the bid documents and who have offered the competitive price, provided further that the bidder(s) has the capability and resources to carry out the contract effectively. LAPL reserves the right to allocate quantity and ash disposal location.

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**18) 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 or bidders or any obligation to inform the affected bidder or bidders of the grounds for the LAPL's action.

**19) NOTIFICATION OF AWARD**

I. Prior to the expiration of the period of bid validity prescribed by the LAPL, the LAPL will notify the successful bidder by e-mail, that his bid has been accepted.

II. The notification of award will constitute the formation of the Contract.

**20) SIGNING OF AGREEMENT**

The agreement shall be executed within 3 (three) days from the date of issue of Letter of Award.

**21) CRITICAL DATES FOR BIDDING PROCESS:-**

S. No	Description	Date
1	Last date for submission of bids	26 <sup>th</sup> November 2022

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 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.

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

**22) INDEMNITY**

Contractor shall keep LAPL indemnified from all liabilities resulting out of this contract and act of Contractor workman, including but not limited to taxes & duties, damages, penalties, fines, punitive measures, lawyer fees etc. of whatever nature due to non-compliance by contractor in his scope of the applicable statutory laws, rules, notifications etc.

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**23) TERMINATION CLAUSE**

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 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 is 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, LAPL will have the right to get the balance work done by any other means at Contractor cost and risk. If the price of contract for the balance work shall be higher, the additional amount shall be recovered from Contractor's security deposit or any dues of this contract or any other contract that the Contractor may have taken in LAPL.

However, if the Contractor 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.)

**24) JURISDICTION:-**

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

**25) 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 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. The contract to be read as a whole:-

- a) The Work Order
- b) General terms and conditions of Contract -Annexure-I

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**26) DISPUTE RESOLUTION: -**

The parties hereto shall make every reasonable effort to settle amicably between themselves any dispute or difference arising out of this agreement 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 at Gurugram.

The Parties shall continue to perform their obligations as set out in this Agreement 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 contractor, the LAPL shall have full right to take necessary actions at the risk and cost of the contractor.

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&lt;&lt; To be submitted on the Letter Head of the Company Submitting the Bid&gt;&gt;

**ANNEXURE A – PRICE SCHEDULE**

Price bid to be submitted by Bidders in the format

**TRANSPORTATION OF FLY ASH TO FLY ASH BRICK MANUFACTURING PLANTS & OTHER DESIGNATED USERS SUCH AS MANUFACTURERS OF FLY ASH BASED PRODUCTS VIZ., BLOCKS, TILES, FIBRE CEMENT SHEETS, PIPES, BOARDS, PANELS AND READY MIX CONCRETE.****Transportation of Ash from LAPL Silo**

SL No	Description	Rate per MT (In Rs.)
1	Distance from LAPL Ash Silo to up to 05 KM	
2	Distance greater than 05 KM to up to 10 KM	
3	Distance greater than 10 KM to up to 15 KM	
4	Distance greater than 15 KM to up to 20 KM	
5	Distance greater than 20 KM to up to 25 KM	
6	Distance greater than 25 KM to up to 30 KM	
7	Distance greater than 30 KM to up to 35 KM	
8	Distance greater than 35 KM to up to 40 KM	
9	Distance greater than 40 KM to up to 45 KM	
10	Distance greater than 45 KM to up to 50 KM	
11	Distance greater than 50 KM to up to 55 KM	
12	Distance greater than 55 KM to up to 60 KM	
13	Distance greater than 60 KM to up to 65 KM	
14	Distance greater than 65 KM to up to 70 KM	
15	Distance greater than 70 KM to up to 75 KM	
16	Distance greater than 75 KM to up to 80 KM	

Signature .....

Seal \_\_\_\_\_

**Note- Your Commercial bid envelop to contain price bid in the above format.****LANCO AMARKANTAK POWER LIMITED****Corporate office:** Lanco House Plot # 397, Udyog vihar Phase – III, Gurgaon-122 016, New Delhi Region, India**T:** +91-124 4741000 **F:** +91-124 4741024 ; **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 **F:** +91 40 23116127**Project office:** Village – Pathadi, P.O.-Tilkeja, District-Korba , Chhattisgarh-495 674**T:** +91-7759-279 938 **F:** +91-7759-279 970[www.lancogroup.com](http://www.lancogroup.com)**Corporate Identity Number: U40109TG2001PLC03265**

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&lt;&lt; To be submitted on the letter head of the company submitting the bid&gt;&gt;

**ANNEXURE B – QUANTITY SCHEDULE****Declaration of minimum committed off take by bidder**

We hereby declare that we shall off take ..... MT quantity per month and  
.....MT in a year.

Signature .....

Designation .....

.....

(COMPANY SEAL)

**Date :****LANCO AMARKANTAK POWER LIMITED****Corporate office:** Lanco House Plot # 397, Udyog vihar Phase – III, Gurgaon-122 016, New Delhi Region, India**T:** +91-124 4741000 **F:** +91-124 4741024 ; **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 **F:** +91 40 23116127**Project office:** Village – Pathadi, P.O.-Tilkeja, District-Korba , Chhattisgarh-495 674**T:** +91-7759-279 938 **F:** +91-7759-279 970[www.lancogroup.com](http://www.lancogroup.com)**Corporate Identity Number: U40109TG2001PLC03265**

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**SCHEDULE-1****PREVIOUS WORK 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 the Work	Value of Contract Rs. in Lakhs	Completion Time as stated in the Contract	Percentage of work Completion	Remarks
1	2	3	4	5	6	7
I. Previous Work Details:-						
II. Current work in hand						

Only a format in which the information is to be given is indicated above. The Bidder shall attach additional sheets of bigger sizes to accommodate the necessary information, if required. The Bidder shall provide satisfactory evidence (jobs on similar equipment/systems) to carry out the operation and maintenance as per the scope of work mentioned in section. **List of all contracts executed along with copies of orders and customer's certificates regarding successful execution of contract to be furnished.**

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&lt;&lt; To be submitted on the letter head of the company submitting the bid&gt;&gt;

**SCHEDULE -2****SCHEDULE OF DEVIATIONS IN BID**

The Bidder in his schedule shall fill in clause by clause all deviations taken from the above Instructions to Bidders.

<i>SL. No</i>	<i>Clause No</i>	<i>Deviation taken</i>

The bidder hereby certifies that the above mentioned are the only deviations from the LAPL's Instructions to Bidders.

SIGNATURE -----

COMPANY SEAL

NAME -----

---

COMPANY -----

DESIGNATION -----

DATE -----

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&lt;&lt; To be submitted on the letter head of the company submitting the bid&gt;&gt;

**SCHEDULE -3****LIST OF EQUIPMENT OWNED BY BIDDER**

The Bidder shall furnish in the format given below List of Equipments owned by Bidder \*

<b>S. No</b>	<b>Description</b>	<b>Quantity</b>	<b>Owned/Hired</b>

\*Bidder can attach additional annexure if required for list of equipment.

\*RC copies of vehicles to be submitted along with agreement copies for hired vehicles

SIGNATURE -----

COMPANY SEAL

NAME -----

---

COMPANY -----

DESIGNATION -----

DATE -----

**SCHEDULE -4****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 Safety Management.

<b>S. No</b>	<b>List of appendices</b>	<b>Description</b>
1	ANNEXURE-I	GENERAL TERMS AND CONDITIONS
2	ANNEXURE-II	SAFETY GUIDELINES
3	ANNEXURE-III	SPECIAL SAFETY GUIDELINES
4	ANNEXURE-IV	BIDDER SAFETY MANAGEMENT
5	ANNEXURE-V	NOTIFICATION FOR FORM-21 ISSUED BY GOVERNMENT OF C.G.
6	ANNEXURE-VI	INDEMNITY