

**Tender Specification No: LAPL/BIOMASS/TRANS/2023-24/01****Dated: 13.05.2023****Last Date of Bid Submission is 20.05.2023****“NOTICE INVITING TENDER”****For supply of Agro Residue based Torrefied Bio-Mass Pellets**

M/s Lanco Amarkantak Power Limited (“LAPL”) is a Company registered under the Companies Act 1956 of India, and has set up coal based 600 MW (2 x 300 MW) Thermal Power Plant at Village Pathadi, District Korba, Chhattisgarh, India.

Lanco Amarkantak Power Ltd., (“LAPL”) intends to engage interested and financially sound Bidders for supply of Agro Residue based Torrefied Bio-Mass Pellets to Lanco Amarkantak Power Ltd, Korba (C.G)

**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	: 13.05.2023
Last Date and Time for Submission of Bids	: 20.05.2023 at 16:00 Hrs.
Bid validity period	: 60 days from the date of opening of technical Bid.
Address for Communication	: <b>Sr. Manager (Fuel Department), Lanco Amarkantak Power Limited. Plot No. 334, 4<sup>th</sup> Floor, Udyog Vihar Phase –IV, Gurugram, Haryana, PIN – 122015 Email: coaltender.lapl@lancogroup.com</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 # 334, 4<sup>th</sup> Floor, Udyog vihar Phase – IV, Gurgaon-122 015, 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, HIITEC 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**

## **INVITATION TO TENDER AND INSTRUCTIONS TO BIDDERS**

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

**Sr. Manager (Fuel Department),  
Lanco Amarkantak Power Limited.  
Plot No. 334, 4<sup>th</sup> Floor, Udyog Vihar Phase –IV,  
Gurugram, Haryana, PIN – 122015  
Email: coaltender.lapl@lancogroup.com**

### **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 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 05<sup>th</sup> September 2019".**

### **2) SCOPE OF SUPPLY:-**

The Supplier shall supply 40 Metric Tonne of Agro Residue based Torrefied Biomass pellets of designated quality as per the specification as mentioned hereunder in Clause No.: 4 on Plant delivered basis. Any supply of Non-Torrefied biomass pellets shall not be accepted.

**Details of Material and supply duration:**

Sl. No.	Description of Item	Total Qty. (Tonnes)
1.	Agro Residue Based Torrefied Biomass Pellets	40 Metric Ton

### **3) Mode of Transportation**

- 3.1 The default mode of transportation is covered truck with the proper waterproof arrangement. Carriage vehicles should be fully covered and waterproofed during transportation to prevent the material from rain, sunlight and dust aspects.
- 3.2 The supplier may supply the material i.e. Torrefied Biomass pellets packed in bags. In that case, the supplier shall unload the material at his own cost and extra charges, if any, shall be borne by the supplier.
- 3.3 Before unloading at a designated location, samples shall be tested for moisture content. However, the HGI report shall be submitted by the Supplier with each carriage vehicle/consignment at the time of supply.
- 3.4 Demurrage, if any, during transit or unloading will be borne by the Supplier.

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**4) Agro Residue based Torrefied Biomass Pellets Specifications:**

The Agro Residue Based Torrefied Biomass pellets specifications are tabulated below;

Technical Specifications	Unit	Specifications
Base Material	NA	Agro Residue / Crop Residue <b>(wood based pellets will not be acceptable)</b>
Shape and size	mm	Cylindrical shape – Length and diameter not to exceed 25mm <b>Other shapes - No other dimension to exceed 25 mm</b>
Bulk Density	Kg/m <sup>3</sup>	Not less than 600
Fines	wt%	Fines <= 5%
Moisture (ARB)	wt%	Not more than 14%
GCV (ARB) Range	Kcal/kg	Torrefied: 3400-4500
Hard Groove Grindability Index (HGI)		Not Less than 50
Carbon content	%	10 to 20
Ash content	%	Approx. 20

Any other parameters shall be quoted by the supplier.

**5) Period of Contract:**

- 1) **Supply Duration:** one time
- 2) **Delivery address:** The consignment of pellets shall be delivered to the following address: - Lanco Amarkantak Power Limited, Gate No. 2, Village Pathadi, Korba, Chhattisgarh.

**6) Delivery Schedule:**

Delivery of 40 Metric Tonne biomass to be done before 31<sup>st</sup> May 2023. Accordingly, the supplier shall deliver that quantity of Torrefied pellets to the Plant site. No restriction shall be from LAPL on supply of Biomass pellets unless some exigency happens and with mutual consent with the supplier.

**7) Price and Effectiveness:**

- 1) **Price Basis:** - Free on Road at Plant SITE STORES.
- 2) **Freight charges:** -The materials shall be dispatched by road on "Freight paid" basis through supplier's transporter.

**8) Other Terms:**

- (i) All visible foreign material shall be removed by the Supplier's representative at the loading point as the case may be and Agro Residue based Biomass Pellets free from such items shall only be supplied to the plant.

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- (ii) Supplier shall be responsible and bear all Charges, Government Levies, Insurance Charges etc. as incurred during the supply and transportation of to the Plant.
- (iii) Upon issuance of the Purchase Order, Supplier shall be responsible for all the compliances pertaining to the supply of the agreed Agro Residue based Biomass Pellets quantity. In case of any non-compliance, Supplier shall compensate LAPL all the liabilities arisen on it fully.

## 9) DOCUMENTS TO BE SUBMITTED:-

9.1 The following documents are required to be submitted for qualification:-

- a) Complete company profile along with credentials.
- b) Work Completion Certificates

9.2 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.

## 10) AMENDMENT OF BIDDING DOCUMENTS:-

At any time prior to the deadline for submission of Bids, LAPL may amend the Bid documents, at its sole discretion, by issuing Addendum(s). Addendum(s) shall address the queries by Bidder(s), if any. Addendum(s) shall be uploaded on our website <http://lancogroup.com> ; it shall be the responsibility of Bidder(s) to regularly visit the website for checking for amendments/addendum(s) (if any).

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

## 11) Quantity Determination:

Quantity of Torrefied Biomass Pellets shall be determined at the Plant. Quantity in Challan or at Lanco weighbridge, whichever is less shall be considered as receipt weight for billing purpose. In case Plant weighbridge is out of order, Supplier Challan with weighment slip at loading point shall be deemed final for final reconciliation purpose. The biomass pellets will be weighed truck wise at Plant weighbridge for the determination of quantity.

It will be the responsibility of the supplier to inform LAPL about the truck arrival time at Plant in advance.

## 12) Quality Determination:

- 3) LAPL will carry out the sampling and analysis of torrefied pellets at LAPL lab as per the provisions of either BIS or ASTM at the option of LAPL. LAPL will carry out the sampling and testing process as per the relevant BIS (IS 436 Part-1) standards for vehicle top sampling.

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- 4) The authorized representatives of LAPL and pellet supplier shall jointly witness the process of sample collection and preparation of the laboratory samples. The representatives shall put their signature on the sample tags in evidence of the process of sampling. Both consumer and pellet supplier shall sign on the samples register maintained by the LAPL at the unloading end.
- 5) For purpose of rejection test before unloading, samples shall be tested for moisture content by LAPL. If test result of any sample collected from a truck/consignment meets Technical parameter criterion for moisture content as given in Clause 4 then truck will be allowed for unloading, otherwise, truck (Consignment) will be rejected if test result meets the rejection criterion as given in Clause and it shall be the supplier's responsibility to carry it back on his own cost.
- 6) For testing of GCV and other Technical parameters, single sample shall be prepared for all the consignments received in a day from a particular Supplier. For avoidance of doubt, in case supply is from multiple Suppliers in a day, Supplier-wise sample shall be prepared for all the consignment received in a day.
- 7) The LAPL representative will have the right to witness sampling and testing of pellets for the Base Parameters at the loading end.
- 8) LAPL may request Supplier to withdraw representative who is not diligent and/or is not cooperative. Frivolous/unreasonable objections to the sampling and testing process at LAPL will not be entertained. It may be noted that witnessing testing (if any) carried out outside the LAPL lab will not be feasible and should be avoided.

### 13) Rejection Level

The consignment of agro residue based pellets arrived at the Power Plant shall initially be tested for following before unloading at LAPL plant and shall be rejected if total moisture (as given in table 3) exceeds the rejection level given as follows:

Table – 3 Rejection Level

Sr. No.	Technical Data	Unit	Rejection Level
1	Total Moisture	Wt%	More than 14%

#### Deviation in GCV:

The Agro Residue based Torrefied Biomass Pellets received should have a minimum GCV [ARB] as specified in Clause-4: 'Agro Residue based Biomass Pellets Specification', as per LAPL Laboratory measurement.

In case of Non adherence to the Quality Parameter, as stated above, the following penalty shall be levied:

GCV Shortage (ARB) (Kcal/kg)	Penalty Rate
≥ 500	100% (Rejected, No Payment)
300 – 500	50% of Quoted Rate
1 – 300	30% of Quoted Rate

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Equal or Greater than Specified GCV (ARB)	Nil of the Quoted Rate
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**Deviation in Total Moisture (ARB):**

The Total Moisture in agro residue based pellets should not be more than as specified in Clause-4: 'agro residue based pellets Specification'. In case Total Moisture is more than the 'specified moisture' on any day, the proportionate weight loss due to higher moisture will be reduced from the day-wise receipt quantity and the same shall be calculated with the following formula:-

$$\text{Receipt Weight} = ((100 - \text{Actual TM (ARB) \%}) \div (100 - \text{'specified moisture'})) * \text{Quantity Received}$$

**14) BID VALIDITY:-**

The Bid shall remain valid and to be open for acceptance for a **Period of 3 months** from the date of opening technical bid.

**15) CONTRACT PERIOD:-**

The initial period of contract will be for 3 months from the date of award of contract/LOA. However, during execution of the work based on LAPL requirements, the contract period may be extended at sole discretion of LAPL.

**16) Compliance with Government Orders:**

Agro Residue based Biomass Pellets to be supplied under this PO, is meant for the purpose of generation of power at LAPL. The Supplier shall ensure compliance of all Regulations / Conventions / Policies / Guidelines / Orders etc. in force.

**17) SUBMISSION OF BIDS:-**

**Lanco Amarkantak Power Limited,**  
**Plot No. 334, 4<sup>th</sup> Floor, Udyog Vihar Phase –IV,**  
**Gurugram, Haryana, PIN – 122015**  
**Email: coaltender.lapl@lancogroup.com**

**18) 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 Addendum(s), in which case all rights and obligations of the LAPL and the Bidders subject to the original deadline will thereafter be subject to the deadline as extended.

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**19) LATE BIDS:-**

A Bidder should submit his Bid as per the deadline.

**20) BID EVALUATION:-**

The LAPL will examine the bids to determine whether they are complete, whether the documents have been properly signed, and whether bids are generally in order.

**21) 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 bidders or other persons not officially concerned with such process.
- b) 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.

**22) 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 breakup of price quoted. Requests for clarification and the response shall be in writing or e-mail.

**23) 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 does not accept the correction of errors as outlined above, their bid will be rejected.

**24) AWARD CRITERIA:-**

The LAPL will award the contract to the bidder(s) whose bid has been determined to be in line with the bid document and who has offered the most competitive price, provided further that the bidder has the capability

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and resources to carry out the contract effectively.

**25) 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 tender 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.

**26) NOTIFICATION OF AWARD:-**

- a) Prior to the expiration of the period of bid validity prescribed by the LAPL, the LAPL will notify to all successful bidders by e-mail, that their bid has been accepted.
- b) The notification of award will constitute the formation of the Contract.

**27) Indemnification:**

Notwithstanding anything contained in this PO, Supplier shall at all times indemnify, defend and hold harmless LAPL from and against any losses, liabilities, claims, damages, costs and expenses incurred by LAPL by virtue of breach of any provisions of the order or non-fulfilment of any of the obligations contained herein by the Supplier.

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

S. No	Description	Date
1`	Last date & time for submission of bids (technical + commercial)	20.05.2023

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 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:**  
coaltender.lapl@lancogroup.com

**29) Force Majeure:**

If either the Supplier or LAPL, is directly or indirectly prevented from performance of its / their obligation under this PO by occurrence of events beyond its / their reasonable control such as arrest or restraints / restrictions by Government, Railways, War, Blockade, Revolution, Riots, Insurrection, Civil commotion, Acts of God, Plague or Epidemics, Destruction of the Material, Equipment or Facilities essential to the performance of this PO by fire or floods or other natural calamity or adverse weather conditions, then the occurrence of any of the above causes shall be considered as an Event of Force Majeure. Under such circumstances, neither party shall be responsible for such failure or delay in

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performing such obligations.

Upon the occurrence of Force Majeure cause or causes, the party invoking protection under this clause shall put the other party on notice without any delay within 3 days and shall likewise intimate the cessation of such causes within 3 days. The burden of proof to prove of such occurrence of Force Majeure event shall be on the Party claiming such Force Majeure.

**30) Confidentiality:**

Supplier shall not either during the term or after the expiration of the validity of the PO disclose any proprietary or confidential information relating to the PO without the prior written consent of either party.

**31) JURISDICTION:-**

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

**32) 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

**33) Arbitration**

The Supplier and LAPL hereto agree that the PO for Agro Residue based Torrefied Biomass Pellets shall be governed and construed in accordance with the prevailing Indian Law. Any difficulty in the construction of and/or dispute or difference arising out of and under this PO shall be settled by the parties hereto amicably by mutual agreement. In case no settlement/agreement is reached, the dispute / difference shall be referred to Arbitration and the provisions of Arbitration & Conciliation Act 1996 (as amended from time to time) shall apply. The award made in pursuance thereof shall be binding on the parties. The venue for Arbitration shall be Delhi, New Delhi, India. Any suit or proceedings to enforce the rights under the Agreement shall be instituted in and tries in a competent court of Law in Delhi, New Delhi, India.

**34) Price Bid:**

<< To be submitted on the Letter Head of the Company Submitting the Bid >>

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**ANNEXURE A – PRICE SCHEDULE**

Price bid to be submitted by Bidders in the format

**For supply of Agro Residue based Torrefied Bio-Mass Pellets**

SL No.	Particular	Quantity	Quoted Rate (in Rs. Per MT)
1	Agro Residue Based Torrefied Biomass Pellets (As above technical specification)	40 MT	

Signature .....

Bidder Seal \_\_\_\_\_

**Note- Bidder's Commercial bid envelope to contain price bid in the above format.****LANCO AMARKANTAK POWER LIMITED****Corporate office:** Lanco House Plot # 334, 4<sup>th</sup> Floor, Udyog vihar Phase – IV, Gurgaon-122 015, New Delhi Region, IndiaT: +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

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