

**Tender Specification No: LAPL/ASH/SALE/2024-25/19**

**Dated: 01.06.2024**

**Last Date of Bid Submission is 10.06.2024**

## **NOTICE INVITING TENDER FOR SALE OF DRY ASH**

Lanco Amarkantak Power Ltd., ("LAPL") is looking for strategic and long-term association with the cement manufacturing companies/ Fly Ash Brick, block, tiles manufacturers/ Ready Mix Concrete Manufacturers for sale of fly ash in closed bulkers / Open trucks, offered under road mode from LAPL silo. This tender document is in compliance to the clause C – PROCEDURE OF OPEN AUCTION OF SALE OF ASH of ADVISORY ISSUED BY Ministry of Power (MoP) dated 15.03.2024 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 and 01.01.2024.

### **TENDER SCHEDULE: -**

Tender shall be uploaded on website [www.lancogroup.com](http://www.lancogroup.com)

Date of Issue/Publishing	: 01.06.2024
Last Date and Time for Submission of Bids	: 10.06.2024 at 16:00 Hrs.
Bid Security (Earnest Money deposit)	: Bid Security Fee is Rs.5,00,000.00 (Five Lakhs Only) Any Bid submitted without Earnest Money shall not be considered Any bid without bid security will not be considered.
Performance Security	: The Earnest money deposit (EMD) amount shall be converted into security deposit (SD) amount. It will be kept for entire contract period and will be adjusted in the last transaction. In case the SD amount is not settled in last transaction, the same will be refunded within 15 days after successful completion of contract.
Bid validity period	: 4 months from last date of bid submission
Address for Communication	: 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>

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, 4<sup>th</sup> Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India

**T:** +91-124 4741000; **E:** [lapl@lancogroup.com](mailto:lapl@lancogroup.com)

**Registered office:** Flat no 5A, 5th Floor, D.No. 6-3-626/1/601, Parameshwara Apartment, Anand Nagar, Khairatabad, Hyderabad-500004  
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**Site office:** Village – Pathadi, P.O.-Tilkeja, District-Korba, Chhattisgarh-495 674

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Sr. No.	Particulars	Page no.
1.	Introduction	3
2.	Scope of Work	3
2.1	Guidelines for Transportation of Ash	3
2.2	Environment, Health & Safety Guideline	4
2.3	Special Terms & Conditions	5
3.	Qualification Requirement	6
4.	SPECIAL TERMS AND CONDITION	7
5.	Earnest Money	7
6.	Pre-Bid Meeting & Site Visit	8
7.	ADDENDA / CORRIGENDA/ AMENDMENTS to bidding documents	8
8.	Bid Process	8
9.	Bid Validity	8
10.	Contract Period	9
11.	Submission of Bids	9
12.	Deadlines for Submission of Bids	9
13.	Late Bids	10
14.	Bid Evaluation	10
15.	Process to be Confidential	10
16.	Clarification of Bids submitted by Bidder	10
17.	Correction of Error	10
18.	Award Criteria	10
19.	LAPL's Right to Reject any or all bids	11
20.	Notification of Award	11
21.	Signing Of Agreement	11
22.	Critical Dates for Bidding Process	11
23.	Termination	11
24.	Force Majeure	12
25.	Jurisdiction	12
26.	Dispute resolution	12
Annexure A	Price Schedule	13
Annexure B	Quantity Schedule	14
Schedule 1	Previous Work Experience and Current Work	15
Schedule 2	Financial Turnover	16
Schedule 3	Schedule of Deviations in the Bid	17
Schedule 4	Declaration of Site Visit by Bidder	18
Schedule 5	List of Appendices	19
ANNEXURE-I	GENERAL TERMS AND CONDITIONS	
ANNEXURE-II	SAFETY GUIDELINES	
ANNEXURE-III	NOTIFICATION FOR FORM-21 ISSUED BY GOVERNMENT OF C.G.	
ANNEXURE-IV	INDEMNITY Bond	

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## **INVITATION TO BID AND INSTRUCTIONS TO BUYERS (BIDDERS)**

- The Bid should bear unconditional acceptance to the terms as contained of the tender documents.
- No over-writings or correction shall be accepted unless authenticated with signature.
- All communications, correspondence in relation to the Proposal should be addressed 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](mailto:sandeep.kp@lancogroup.com)

### **1. INTRODUCTION: -**

LANCO AMARKANTAK POWER LIMITED ("hereinafter referred to as "LAPL" or "Company"), is located Near Patadi 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 WORK: -**

- LAPL hereby invites proposals from Cement manufacturing companies/ Fly Ash Brick, block, tiles manufacturers/ Ready Mix Concrete Manufacturers for sale of fly ash in closed bulkers / Open trucks, offered under road mode from LAPL silo (hereinafter referred to as "Buyers") for Sale of fly ash (hereinafter referred as "ash") for environmentally friendly utilization of ash as per the notifications issued by MOEF&CC/MoP (as amended from time to time).
- The tentative Quantity for transportation of Ash shall be 5,00,000 MT (Five Lakhs Metric Tons).
- Utilization of ash from ash dyke is on "As is where is basis". Buyers, once shortlisted through bid evaluation in the TENDER process, will be required to submit proposal to LAPL EIC for necessary approvals. Disposal shall be allowed only once LAPL EIC provides written clearance for disposal/utilization of LAPL ash to identified site as proposed by Buyer and after the EIC has ensured that all the required approvals are submitted by the buyer. LAPL shall have sole discretion for approval of identified site as proposed by buyer and the same shall be binding on buyer.
- All works have to be carried out as per latest MoEF& CC prevailing guidelines only.
- This tender is applicable for sale of ash on as is where is basis, buyer (s) agree to accept the sale order from Lanco Amarkantak Power Ltd. with the following detailed scope: -

#### **2.1. Guidelines for Transportation of Ash**

Nuisance free and pollution free transportation should be the main conditions of transportation of ash in leak proof covered Bulklers/open truck upto the Cement Manufacturing Plant/Brick Manufacturing Plant/Other designated areas as per MOEF&CC/ MoP guidelines.

- Fly Ash will be provided from LAPL silo on chargeable basis.
- For lifting of fly ash, transportation and its liability (charges of fuel, oils, operators, helpers and bulker's maintenance) will be in the scope of Buyers.

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- c. All liasoning work including requirement to obtain approvals/NOCs from statutory bodies shall be in Buyer's scope. LAPL shall provide necessary documentation support only (if required).
- d. The body of the vehicle engaged for transportation shall be perfectly leak proof Bulklers/Hywas covered with Tarpaulin.
- e. There will be no consideration for idle and escalation charges during the contract period.
- f. The Buyer will be responsible for any environmental damage during ash transportation. Buyer shall arrange to address and rectify the damage at their cost.
- g. The fly ash is supplied only for the purpose of Cement manufacturing companies/ Fly Ash Brick, block, tiles manufacturers/ Ready Mix Concrete Manufacturers or other designated users for sale of fly ash in closed bulkers / Open trucks, offered under road mode from LAPL silo as per MoEF&CC/MoP guidelines. Buyer cannot utilize the ash for any other purpose.
- h. LAPL EIC shall certify fortnightly the quantity lifted by Buyer as per LAPL weighbridge report. Further LAPL weigh bridge quantity shall be considered for all commercial purposes.
- i. The Buyer shall not resale the ash lifted from LAPL or indulge in any profit making venture from the same and should dispose the Ash as per agreed terms and conditions only.
- j. All statutory requirements as per the factory norms are in the scope of Buyer.
- k. LAPL will endeavour to update the Buyer about any change in legal requirements for loading / transportation / unloading / etc. of ash. However, it is the responsibility of the Buyer 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 Buyer 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 Cement manufacturing company/Buyer of Fly Ash. The cost of the same will be borne by the Buyer. The Buyer shall indemnify LAPL against all and any actions which may arise out of such non-compliance.
- l. Ash to be transported properly in covered bulkers/covered Hywas and there shall be no spillage during transportation. Cleaning of ash spillage from roads inside/outside plant will be in scope of Buyer.
- m. Ash to be transported according to designed carrying capacity of bulkers/Hywas.
- n. Both Tare and Gross weightments of bulkers to be done at LAPL weighbridge.
- o. Ash is to be unloaded at Buyers designated place only.
- p. Safe loading and unloading will be in the scope of Buyer.
- q. All the required safety measures & PPEs, at the loading & unloading area and during transportation are in the scope of Buyer.
- r. In case of any spillage enroute during transportation of ash, the Buyer shall ensure that spilled ash is collected and transported to the disposal/usage site immediately.
- s. In case of any spillage enroute during transportation of ash, the Buyer shall ensure that spilled ash is collected and transported to the disposal/usage site immediately.
- t. Contract period shall be mentioned in work order and the work should be carried as per the instruction of LAPL's engineer In Charge (EIC).
- u. The safety, statutory & environmental requirement are in the scope of Buyer.

## **2.2. Environment, Health & Safety guidelines**

For safe transportation, the qualified buyer(s) has to follow LAPL's following Environment, 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.

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- b. Bulklers/Hywas arranged for ash transportation will be inspected initially by LAPL Security persons, if found unfit vehicle, as per LAPL vehicle safety guidelines, will be banned for entry.
- c. Penalty will be levied if any LAPL property is found damaged during the ash disposal.
- d. Penalty will be levied in case of any safety violations during the ash disposal as per the LAPL Safety norms and penalty amount shall be deducted from bills.
- e. Penalty will be levied in case of any Environment violations during the ash disposal as per the LAPL Environment norms and penalty amount shall be deducted from bills.
- f. The speed limit of vehicles carrying ash should be strictly enforced and it should not exceed 20 KM per hour plying inside plant.
- g. Vehicle safety devices like horn, back horn and lights inventory to be maintained by the buyers. Safely loading and unloading will be in the scope of buyer.
- h. Ensure all filled bulkers/Hywas/Trucks shunt to be closed properly.
- i. Ensure 100% safety induction for all divers, Supervisors and operators.
- j. Ensure 100% PPEs Compliances (Like-Safety helmet, Dust mask, Safety shoe, hand gloves, Safety reflective jackets, Reflecting tap etc.). The contractor shall compulsorily provide personal protective equipment (PPEs) to his employees & in the event of his not providing the same by date specified by EIC or as mentioned in contract, it will be provided by LANCO at contractors risk & cost. The cost of such PPEs provided by LANCO shall be recovered from contractor's bills at 'Double rates' as a measure of penalty.
- k. Safety supervisors for monitoring of the ash excavation jobs and traffic controller (as per requirements in each shift from Buyer inside the plant e.g. Dyke, weigh bridge, etc.)
- l. All the required standard safety measures & PPEs, at the loading & unloading area and during transportation are in the scope of Buyer. No other charges will be paid except order rate.
- m. Use of Mobile phones while driving Bulklers/Hywas and during loading of ash is not allowed.
- n. COVID GUIDELINES: Buyer shall ensure to strictly follow the latest COVID Guidelines (LAPL Notice attached for reference) for all workmen including drivers.
- o. COVID VACCINATION: All employees of Buyer's including drivers must have COVID Vaccination Certificate (At least single dose).
- p. PRE-EMPLOYMENT MEDICAL CHECK-UP: Contractor shall arrange for medical checkup) of all employees before employment, FORM 21 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:-
  - Epilepsy
  - Colour blindness/Night blindness
  - Deafness
  - Eye-sight of the employees in the following category shall be examined every six months.
- q. Excavator operators/heavy earth moving equipment operators
- r. LMV/HGV drivers
- s. All workers working in the night shift

### **2.3. Special Terms & Conditions**

- a. LAPL shall be entitled to additionally charge to the Buyer's bills all cost, damages, expenses which may have to incur or become liable to incur *as a result of Buyer'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 Buyer and adjust it to recover such cost, charges, expenses, etc.
- b. In case Buyer's bill amount is not adequate to cover such recovery amount the balance shall be deducted from any sum which may become due to Buyer at any time thereafter under this or any

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other contract Buyer 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.

- c. If there *is any delay in completion of work* on the part of the Buyer 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 Buyer. In case of *failure to execute the work within due date* (as mentioned in clause 9 above), except in case of reasons beyond the control of Buyer, Security Deposit, if any, may be forfeited and LAPL reserves the rights to offload the same (complete/ partial) and get it done through other agencies at the cost and risk of the default Buyer.
- d. The Buyer 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 Buyer negligence or wrong workmanship, the cost of the same as per prevailing market rate plus departmental expenses shall be recovered from Buyer bills / security deposit amount.
- e. For any accident due to the negligence of the Buyer/ Buyer's deployed agencies/workers or sub buyers, following penalties shall be levied.
- f. For fatal accident-Rs.20 lakhs/- (or to be decided by LAPL).
- g. For reportable accident (Permanent disability)- Rs. 10 lakhs/- (or to be decided by LAPL)
- h. If any dispute arises due to ash dumping other than the specified areas without permission of LAPL Engineer in charge, then the Buyer will be liable for penalty by LAPL for twice the value of expenses for handling the situation.
- i. LAPL shall additionally charge to the Buyer any penalty levied account of Safety, environment & statutory deviations.
- j. It is expressly agreed that buyer can utilize the fly ash only for the purpose of cement manufacturing or Fly Ash Brick/Block/Tiles Manufacturing or Ready-Mix Concrete Manufacturing or Other designated uses as per MoEF&CC/MoP guidelines on Ash Utilization.
- k. Mobilization: Mobilization of manpower, material, tools and machinery shall be done within 01 weeks from the date of issuance of SO/LOA or date of intimation of site clearance by LAPL EIC.
- l. Others/Miscellaneous: -
  - PPE: All PPEs required for the job shall be in scope of Buyer.
  - Insurance: Insurance of Buyer's material, machinery and manpower will be in scope of Buyer.
  - Completeness: All the resources required and jobs to be executed for completion of work as per the contract shall be arranged by Buyer.
  - Security: The security of the material, machinery and tools will be in the scope of Buyer and LAPL shall not be responsible for any theft or loss of any material.
  - Boarding & Lodging: Boarding and lodging of manpower supplied by Buyer for completion of job shall be in scope of Buyer.

### 3. QUALIFICATION REQUIREMENT: -

Buyer must have "Running Cement Manufacturing plant or Fly Ash Brick, Block, Tiles manufacturing unit or Ready Mix Concrete Plant" or "other Plant/Unit which has use of dry fly ash as per MoEF&CC/ MoP guidelines". Buyer may authorize another agency in their BID for lifting the ash but all the liabilities stipulated in the contract will have to be unconditionally borne by Buyer only.

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Bids submitted shall meet the following qualification criteria:

- a. Bidder must have minimum experience of 50,000 (MT or CuM) quantity execution of Ash Transportation / DISPOSAL work in the preceding two years (cumulative)

#### **4. SPECIAL TERMS AND CONDITION: -**

##### **4.1 Payment terms: -**

Fortnightly invoices shall be raised by LAPL. Monthly advance payment including taxes (before placement of vehicle for lifting of Ash) in the form of Demand Draft/RTGS in favour of M/s Lanco Amarkantak Power Limited (i.e LAPL), payable at Korba. Only after realization of payment in our (LAPL) a/c, the vehicles will be allowed for LAPL gate entry for ash loading.

The EMD amount shall be converted into SD amount. It will be kept for entire contract period and adjusted in last transaction. In case the SD amount is not settled in last transaction, the same will be refunded within 15 days after successful completion of contract.

##### **4.2 Taxes: -**

Price mentioned in Price schedule shall be inclusive of all taxes, levies, cess and duties etc. excluding GST & TCS (on the Invoice value as applicable on the date of invoice). GST & TCS extra applicable will be collected as per statute.

##### **4.3 Quantity Tolerance: -**

Quantity tolerance shall be considered +/-15% of the total allotted quantity.

##### **4.4 Indemnity: -**

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

#### **5. EARNEST MONEY: -**

The buyers are required to deposit the Earnest Money of INR 500000/- (Rupees Five Lakhs) through Demand Draft in favor of "LANCO AMARKANTAK POWER LIMITED", Payable at "Korba" having validity of Four Months from the date of Tender Submission.

EMD can be accepted through through NEFT/RTGS as per A/c details as mentioned below:

**LANCO AMARKANTAK POWER LIMITED**  
**CANARA BANK, KORBA BRANCH**  
**ACCOUNT NO 2490201005470**  
**IFSC CODE: CNRB0002490**

- a. Cheques are not acceptable.
- b. In case any buyer does not submit EMD along with their bids, LAPL reserves the right to reject the bid at its sole discretion.
- c. In case, a successful buyer refuses to honor the contract awarded to him, their EMD shall be

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forfeited.

- d. For unsuccessful buyers, the Earnest Money DD shall be returned within 7 days of the award of contract or after the expiry of validity period of the bids, whichever is later.
- e. EMD of the successful buyer will be forfeited if buyer fails to submit security deposits (SD).

## 6. PRE-BID MEETING & SITE VISIT: -

The Buyers to mandatorily attend pre-bid meeting by site visit for understanding of LAPL expectation from Buyers in terms of safety, health, environment, human rights, ethics, modern slavery act etc. Buyers advised to acquaint themselves with the actual job, visit the Site 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 Buyer's own expense. Buyer shall submit the declaration of site visit as per Schedule-4, thereby amounting to consonance to such indemnification, as mentioned above.

## 7. 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.

## 8. BID PROCESS: -

- a. 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.
- b. Price shall be quoted in Indian Rupees only.
- c. 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).
- d. LAPL shall charge applicable taxes at source (TCS) as per statutory requirements.
- e. Bids must be submitted solely based on the Bidding Documents and must be free of any qualifying statements.
- f. Bidder shall submit offers that comply with the requirements of the Bid Document.

## 9. BID VALIDITY: -

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

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The period of contract will be for 12 months from the date of award of contract.

**11. SUBMISSION OF BIDS: -**

The bid shall be submitted in two parts. The Buyer 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 two parts are-

- Technical Bid
- Commercial Bid

The main envelope containing the two parts of the bid shall be super scribed as:

LAPL/ASH/SALE/2024-25/19- BID FOR SALE OF DRY ASH

"DO NOT OPEN BEFORE DATE and Time OF BID OPENING"

NAME AND CONTACT DETAILS OF THE (BIDDER) – In the lower corner of the cover.

And the main envelope shall be addressed and submitted to:-

Sr. Manager (C&M)

Lanco Amarkantak Power Limited

Administrative Block, Village- Patadi,

Post office – Tilkeja, Korba, 495674

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

ii. The first envelope containing the first part of the bid shall be super scribed as "LAPL/ASH/SALE/2024-25/19 FOR SALE OF DRY ASH (TECHNICAL BID) Part – I - Technical Bid (Original Hardcopy- 1 Set, First Hard Copy 1-Set)

- a) Envelope containing EMD
- b) Clearances from statutory bodies as applicable.
- c) Company profile
- d) Schedule 01 [SCHEDULE OF DEVIATIONS in bid]

iii. The envelope containing the second part of the bid shall be super scribed as "LAPL/ASH/SALE/2024-25/19 -PART II – COMMERCIAL BID" as per prescribed format of the tender document (Annexure A).

**12. DEADLINE FOR SUBMISSION OF BIDS**

- a. The completed bid shall be submitted at the office of LAPL, no later than date and time indicated in the bidding document/ its amendments.
- b. 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 deadline will thereafter be subject to the deadline as extended.

**LANCO AMARKANTAK POWER LIMITED**

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

T: +91-124 4741000; E: [lapl@lancogroup.com](mailto:lapl@lancogroup.com)

**Registered office:** Flat no 5A, 5th Floor, D.No. 6-3-626/1/601, Parameshwara Apartment, Anand Nagar, Khairatabad, Hyderabad-500004  
Telangana, India

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

T: +91-7759-279 938

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**Corporate Identity Number: U40109TG2001PLC03265**

**13. LATE BIDS: -**

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

**14. 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.

**15. 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 buyers or other persons not officially concerned with such process.
- b. Any effort by a buyer 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 buyer's bid and may also lead to "black listing" of the buyer and all existing successful bids in hand, if any, shall be deemed to be cancelled.

**16. CLARIFICATION OF BIDS SUBMITTED BY BIDDER: -**

To assist in the examination, evaluation and comparison of bids, the LAPL may ask bidders individually for clarification / additional information of their bids, including breakup of price quoted. Bidder agrees to provide such clarification / information via e-mail.

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

**18. AWARD CRITERIA: -**

LAPL shall award the contract to the Bidder(s) whose bid(s) have been found compliant to tender conditions after Bid evaluation and has offered highest price.

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**19. LAPL'S RIGHT 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.

**20. NOTIFICATION OF AWARD: -**

- a. Prior to the expiration of the period of bid validity prescribed by the LAPL, the LAPL will notify to successful buyer(s) by e-mail, that their bid has been accepted and issue sale order.

**21. SIGNING OF AGREEMENT: -**

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

**22. CRITICAL DATES FOR BIDDING PROCESS: -**

S. No	Description	Date
1	Last date for submission of bids	10 <sup>th</sup> June 24

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 buyer shall not be entitled to any loss / claim / damage arising out of or related to the amendment / modification / change in the above mentioned 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)

**23. TERMINATION: -**

In case at any stage during the term of the 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 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) security deposit or any dues of this contract or any other contract that the Bidder(s) may have taken in LAPL.

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**Dated: 01.06.2024**

**Last Date of Bid Submission is 10.06.2024**

However, if the Bidder(s) desired to quit the contract, he will have to give at least One month's notice.

## **24. FORCE MAJEURE: -**

- a) If any time during the continuance of this 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, lightening, 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 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 order.

## **25. JURISDICTION: -**

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

## **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.

*<<This space is intentionally left blank>>*

### **LANCO AMARKANTAK POWER LIMITED**

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**Tender Specification No: LAPL/ASH/SALE/2024-25/19****Dated: 01.06.2024****Last Date of Bid Submission is 10.06.2024**

&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 Buyers in the attached format.

Sale of Dry Ash from LAPL silo

SL No	Item Description	Annual Quantity in MT (Approx.)*	Sale MT Rate/MT
1	Dry Ash (from LAPL silo) in MT		

\*Buyer shall also provide estimated quantity to be lifted on daily average basis.

Signature .....

Seal \_\_\_\_\_

**LANCO AMARKANTAK POWER LIMITED****Corporate office:** Lanco Amarkantak Power Ltd. Plot # 334, 4<sup>th</sup> Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India**T:** +91-124 4741000; **E:** lapl@lancogroup.com**Registered office:** Flat no 5A, 5th Floor, D.No. 6-3-626/1/601, Parameshwara Apartment, Anand Nagar, Khairatabad, Hyderabad-500004  
Telangana, India**Site office:** Village – Pathadi, P.O.-Tilkeja, District-Korba, Chhattisgarh-495 674**T:** +91-7759-279 938[www.lancogroup.com](http://www.lancogroup.com)**Corporate Identity Number: U40109TG2001PLC03265**

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

## **ANNEXURE B – QUANTITY SCHEDULE**

### **Declaration of minimum committed off take by Bidder(s)**

We hereby declare that we will lift ash from LAPL Ash silo as given under:

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

Signature .....

Designation .....

..... (COMPANY SEAL)

Date :

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**Tender Specification No: LAPL/ASH/SALE/2024-25/19****Dated: 01.06.2024****Last Date of Bid Submission is 10.06.2024**

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

**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 the work	Value of Contract Rs in Lakhs	Percentage of Work Completion	Remarks
1	2	3	4	5	6
Previous Work Details					
Current Work Details					

*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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**Tender Specification No: LAPL/ASH/SALE/2024-25/19****Dated: 01.06.2024****Last Date of Bid Submission is 10.06.2024**

&lt;To be submitted on the letter head of the company submitting the bid&gt;&gt; Certified by CA Firm

**SCHEDULE-2 FINANCIAL TURNOVER**

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

Year	2023-22	2022-21	2020-21
Total			

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**Tender Specification No: LAPL/ASH/SALE/2024-25/19****Dated: 01.06.2024****Last Date of Bid Submission is 10.06.2024**

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

**SCHEDULE-3 SCHEDULE OF DEVIATIONS IN BID**

The Buyer in this schedule shall fill clause by clause all deviations taken from the above Instructions to Buyers.

SL. No.	Clause No.	Deviation taken

The buyer hereby certifies that the above mentioned are the only deviations from the LAPL's instructions to Buyers.

Signature .....

Company Seal .....

Company .....

Designation .....

Date .....

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

**LANCO AMARKANTAK POWER LIMITED****Corporate office:** Lanco Amarkantak Power Ltd. Plot # 334, 4<sup>th</sup> Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India**T:** +91-124 4741000; **E:** lapl@lancogroup.com**Registered office:** Flat no 5A, 5th Floor, D.No. 6-3-626/1/601, Parameshwara Apartment, Anand Nagar, Khairatabad, Hyderabad-500004  
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**Tender Specification No: LAPL/ASH/SALE/2024-25/19****Dated: 01.06.2024****Last Date of Bid Submission is 10.06.2024****SCHEDULE-4 SCHEDULE OF DEVIATIONS IN BID**

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

SL. No.	Clause No.	Deviation taken

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

Signature .....

Company Seal .....

Company .....

Designation.....

Date.....

**LANCO AMARKANTAK POWER LIMITED****Corporate office:** Lanco Amarkantak Power Ltd. Plot # 334, 4<sup>th</sup> Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India**T:** +91-124 4741000; **E:** lapl@lancogroup.com**Registered office:** Flat no 5A, 5th Floor, D.No. 6-3-626/1/601, Parameshwara Apartment, Anand Nagar, Khairatabad, Hyderabad-500004  
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**Tender Specification No: LAPL/ASH/SALE/2024-25/19****Dated: 01.06.2024****Last Date of Bid Submission is 10.06.2024****SCHEDULE 5 - 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.

Sl. No	List of appendices	Description
1	ANNEXURE-I	GENERAL TERMS AND CONDITIONS
2	ANNEXURE-II	SAFETY GUIDELINES
3	ANNEXURE-III	NOTIFICATION FOR FORM-21 ISSUED BY GOVERNMENT OF C.G.
4	ANNEXURE-IV	INDEMNITY Bond

**LANCO AMARKANTAK POWER LIMITED****Corporate office:** Lanco Amarkantak Power Ltd. Plot # 334, 4<sup>th</sup> Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India**T:** +91-124 4741000; **E:** lapl@lancogroup.com**Registered office:** Flat no 5A, 5th Floor, D.No. 6-3-626/1/601, Parameshwara Apartment, Anand Nagar, Khairatabad, Hyderabad-500004  
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