

Dated: 11.12.2023 Last Date of Bid Su

Last Date of Bid Submission is 20.12.2023

# "NOTICE INVITING TENDER"

# ASH TRANSPORTATION TO LOW LYING AREAS

Lanco Amarkantak Power Ltd., ("LAPL") intends to engage experienced and financially sound Bidder(s) for Transportation of Ash from Ash dyke (pond) of LAPL Korba Thermal Power Plant to Low lying area. 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 with the Ash Utilization under MoEF&CC Notification dated 31.12.2021.

### **TENDER SCHEDULE: -**

Tender shall be uploaded on website <a href="http://lancogroup.com">http://lancogroup.com</a>. 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 the Bid.

Date of Issue/Publishing : 11/12/2023

Last Date and Time for Submission of Bids : 20/12/2023 at 17:00 Hrs.

Bid Security (Earnest Money) : Bid Security Fee is Rs. 10,00,000/- (Ten Lakhs Only)

Any Bid submitted without Earnest Money shall not

be entertained.

Bid validity period : 4 months from last date of bid submission

Address for Communication : Materials Department,

Lanco Amarkantak Power Limited,

Administrative Block, Village- Pathadi, Post Office-Tilkeja, Korba, Chhattisgarh-495674. E-mail- sandeep.kp@lancogroup.com

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

#### **LANCO AMARKANTAK POWER LIMITED**

Corporate office: Lanco Amarkantak Power Ltd. Plot # 334, 4<sup>th</sup> Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India T: +91-124 4741000; E: lapl@lancogroup.com

Registered office: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India T: +91 40 40090400

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

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

www.lancogroup.com



Dated: 11.12.2023

# Last Date of Bid Submission is 20.12.2023

# **CONTENTS**

Sr. No.	Particulars	Page no.
1.	Introduction	3
2.	Scope of Work	3
3.	Guidelines	6
4.	Special Terms & conditions	8
5.	Qualification Requirement	11
6.	Documents to be submitted for Qualification Requirement	11
7.	Low Lying Land Details	11
8.	Earnest Money	12
9.	Pre-Bid Meeting & Site Visit	12
10.	ADDENDA / CORRIGENDA/ AMENDMENTS TO BIDDING DOCUMENTS	13
11.	Bid Prices	13
12.	Bid Validity	13
13.	Contract Period	13
14.	Contract Quantity allocation	14
15.	Submission of Bids	14
16.	Deadlines for Submission of Bids	15
17.	Late Bids	15
18.	Bid Evaluation	15
19.	Process to be Confidential	15
20.	Clarification of Bids submitted by Bidder	15
21.	Correction of Error	15
22.	Award Criteria	16
23.	LAPL's Right to Accept any Bid and to Reject any or all bids	16
24.	Notification of Award	16
25.	Signing of Agreement	16
26.	Critical Date for Bidding Process	16
27.	Termination	17
28.	Force Majeure	17
29.	Jurisdiction	17
30.	Order of precedence	17
31.	Dispute resolution	18
Annexure A	Price Schedule	19
Annexure B	Quantity Schedule	20
Schedule 1	Previous experience and current work	21
Schedule 2	Financial Turnover	22
Schedule 3	Schedule of deviations in bid	23
Schedule 4	Declaration of site visit by bidder	24
Schedule 5	List of equipment to be deployed by bidder	25
Schedule 6	Environmental Guideline for Ash Disposal in Low Lying Area	26
Schedule 7	List of appendices	28
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	

# 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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India T: +91 40 40090400

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

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

www.lancogroup.com



Dated: 11.12.2023 Last Date of Bid Submission is 20.12.2023

# INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

1. The Bid should be unconditional acceptance to the terms and 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&M), Lanco Amarkantak Power Limited. Administrative Block, Village- Patadi, Post Office-Tilkeja, Korba, Chhattisgarh, Pin - 495674.

Email: sandeep.kp@lancogroup.com

# 1) INTRODUCTION: -

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

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

# 2) SCOPE OF WORK: -

- i. LAPL is inviting bidders for environment friendly utilization of ash (hereinafter referred as "ash") as per the notifications issued by MOEF & CC (as amended from time to time).
  - 1. Land Reclamation Sites (Low lying area)
  - 2. Waste land development etc.
- ii. The tentative Quantity for transportation of Ash shall be 10,00,000 MT (Ten Lakhs Metric Tons).
- iii. Utilization of ash from ash dyke on "as is where is" basis. Bidder, once shortlisted in the TENDER, 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 Bidder(s) or LAPL and after the EIC has ensured that all the required approvals are submitted by the bidder, if any. LAPL shall have sole discretion for approval of identified site as proposed by bidder and the same shall be binding to the bidder.
- iv. All works have to be carried out as per latest MoEF & CC/CPCB/CECB prevailing guidelines only.
- v. Bidder must have sufficient equipment to execute the work and should have good Liaisoning experience.
- vi. This tender is applicable for transportation of ash (As and when available/required basis), bidder(s) agree to accept the work order from Lanco Amarkantak Power Ltd. with the following detailed scope:-

# **Scope of Work for Ash Transportation:**

The work to be executed under this specification broadly consists of the following:

**Excavation:** The Bidder(s) shall excavate the ash from the Ash dyke (pond) by mechanical means such as excavators. The Bidder(s) shall excavate to the required depths and inclinations leaving the excavated surface

#### **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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India T: +91 40 40090400

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

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

www.lancogroup.com



Dated: 11.12.2023

#### Last Date of Bid Submission is 20.12.2023

level and trim as per the direction of the Engineer - in - Charge. Bidder(s) also to take all the necessary precautions at his own cost to avoid slipping off from sides. The empty and loaded dumpers should follow the route as directed by the Engineer - in - Charge.

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

Disposal of ash: Transported ash in dumpers/Hywas should be disposed at the approved site only. All necessary precautions should be taken to avoid pollution due to disposal of ash.

The Bidder(s) will have to engage following equipment in sufficient numbers for proper execution of work in time bound manner.

- a. Tippers /dumpers/Hywas
- b. Excavators
- c. Water Tankers
- d. Dozers/JCB.
- e. Roller

#### Note:

- The Bidder(s) should also have the capability to arrange for replacement of any machinery in the event of their breakdown.
- The charges of fuel, machine maintenance, oils, operator, and helper charges are in the scope of Bidder(s). The value of contract will remain same for the entire contract period irrespective of increase/decrease of fuel pricing (Petrol, Diesel, Lubricants, etc).
- Machine marching is in the scope of Bidder(s), no other charges will be paid for any transportation, towards machine movement after closing of daily work.
- All transportation of machine & tools, marching is in the scope of Bidder(s).
- The body of the vehicle engaged for transportation should be perfectly leak proof.
- There will be no consideration for idle and escalation charges during the contract period.
- Top Covering of vehicle with tarpaulin is to be ensured during transportation to avoid any leakage/ spillage of ash. To prevent emission of ash while transportation is in the scope of Bidder(s).
- Water spraying arrangement at excavation site, along the transportation route and at dumping site to prevent air/dust pollution is under Bidder(s) scope.
- Necessary approach roads, wherever required, at the access to Ash dyke (pond) as well as at the disposal end and within the Ash dyke (pond) itself shall be constructed and maintained by the Bidder(s) during execution of the work without any financial implication to LAPL.
- For any environment imbalance, the Bidder(s) will be responsible and bidder(s) has to attend the same at their own cost. The Bidder(s) will be responsible for any adverse environmental impact due to dumping of the pond ash.
- All statutory requirements as per the factory norms are in the scope of Bidder(s).
- All necessary approvals from govt., clearances, liaisoning is in the scope of Bidder(s).
- Dumping of ash will be done as per the guidelines of MOEF & CC/ CPCB/CECB.
- Dozing and levelling shall be compacted with the help of vibratory rollers so as to achieve dry density of not less 95% as per I.S 2720 (Part VII) is in the scope of Bidder(s).
- For covering of ash filled low lying site, compliance with circular no F.No. 22-13/2019-IA.III dated 28th August 2019, has to be ensured. Refer to schedule 06 for details.
- Cleaning of ash spillage from roads inside/outside plant will be in the scope of Bidder(s).
- Ash to be transported according to approved carrying capacity of trucks.
- Both Tare and Gross weighment of trucks to be done at LAPL weighbridge.

#### 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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India T: +91 40 40090400

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

T: +91-7759-279 938

www.lancogroup.com



# Dated: 11.12.2023

#### Last Date of Bid Submission is 20.12.2023

- Ash is to be dumped only at designated place mentioned by the EIC.
- Safely loading and unloading will be in the scope of bidder.
- All the required 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.
- The work should be carried as per the instruction of EIC.
- The safety, statutory & environmental requirement are in the scope of Bidder(s).
- Housekeeping of the surround work done area is to be completed without any delay, after completion of respective job.
- The Bidder(s) has to coordinate with existing Ash dyke bund maintenance contractor(s) while executing the work.
- This shall not be a lump sum contract, payment shall be made based on actual lifting quantity. However rate shall be fix and firm till the contract period.
- Protection of pond or water body existing within or adjoining the filling area is in the scope of Bidder(s).
- Bidder(s) should ensure Bund safety of ash dyke, ash excavation to be done 20 M away from each bund.
- Bidder(s) should ensure the ash excavation in Ash dyke (pond) in 1:5 slopes towards inside of pond, as per the instruction of EIC LAPL.
- For any environment imbalance, the Bidder(s) will be responsible and has to attend the same at their own cost. The Bidder(s) will be responsible for any adverse environmental impact due to dumping of the pond ash.
- All statutory requirements as per the factory norms are in the scope of Bidder(s).
- The safety & environmental requirement is to be fulfilled by the Bidder(s).

# Bidder should ensure compliance with CPCB circular/ directives as detailed in Schedule 6.

#### **General Instructions:-**

- LAPL EIC shall certify the fortnightly quantity lifted by Bidder(s) as per LAPL weighbridge report. Further LAPL weigh bridge report shall be considered for all commercial purposes.
- The Bidder(s) shall ensure compliance of all the rules and regulations under latest Motor Vehicle Act for the transportation under this contract. LAPL shall not be responsible for any non-compliance of the rules. The Bidder(s) shall indemnify LAPL against all and any actions which may arise out of such non-compliance.
- Hywa/tippers engaged for ash transportation should be fully covered with tarpaulin without any spillage after loading inside of Ash dyke (pond) only. Tarpaulin for covering purpose will be in Bidder(s)'s scope.
- Vehicle fitness, Insurance, Vialled license for excavator operators, drivers are required at the gate entry for issuing of gate pass.
- Ramp required for safe access & exit of vehicles in side ash dyke will be constructed with all required materials & maintained as per the road safety standards by Bidder(s) (Royalty to be paid by Bidder(s), if required). Handrails with reflective tapes will be required to be installed on both sides of ramps by Bidder(s).
- Two different ramps, one for entry & one for exit to be constructed by Bidder(s).
- Construction of entry & exit ramp with respect to change in location of lifting ash will be in Bidder(s)'s scope.
- Excavation inside ash dyke to be carried out only as per EIC LAPL instructions.

#### **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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India
T: +91 40 40090400

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

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

www.lancogroup.com



Dated: 11.12.2023

#### Last Date of Bid Submission is 20.12.2023

- Bidder(s) has to make arrangements to control fugitive dust emissions during loading and transportation of ash within LAPL premises.
- Ash to be transported should be conditioned with water to maintain minimum of 15% moisture at the disposal point so that ash does not get air borne and cause fugitive emission.
- Adequate free board in trucks should be kept avoiding overflow/spillage during transportation.
- In case of any spillage entire route during transportation of ash, the Bidder(s) shall ensure that spilled ash is collected and transported to the disposal/usage site immediately.
- All necessaries machinery and manpower required for loading, shifting, unloading, compaction etc. is in Bidder(s)'s scope.
- Maintenance of dyke embankment and ash dyke approach road is in Bidder(s) scope.
- All temporary approaches required if any, shall be in Bidder(s) scope & has to be made at dyke or at dumping/disposal site.
- The route for transportation of ash to various locations should be finalized with LAPL EIC.
- LAPL shall conduct review meeting with the Bidder(s) on monthly basis. In review meeting points like safety & environmental compliances, safety performance, ash disposal/utilization, plan vs target, TAT including nos. of trip, overall performance etc. shall be reviewed and required action plan shall be implemented by the Bidder(s).
- The Service Provider/Bidder(s) admits that he has duly inspected the site and its surroundings and have fully satisfied to all technical, commercial and general conditions affecting the site and the works including the nature of the ground and sub-soil, the extent and nature of the work and materials necessary for carrying out the Works, the means of communication, and in general all risks and contingencies influencing or affecting the scope of work.
- Ensure 100% safety induction for all drivers, Supervisors and operators.
- Ensure 100% PPEs Compliances (Like-Safety helmet, Dust mask, Safety shoe, hand gloves, Safety reflective jackets, reflecting tapes etc.)
- Safety supervisors for monitoring of the ash excavation jobs and traffic controller (as per requirements in each shift from Bidder(s) inside the plant e.g. Dyke, weighbridge, etc.)
- Water sprinkling continually to suppress the fugitive emission 2 times in each shift including Sundays and holidays for inside plant ash transportation route.
- **Work Execution:** The qualified bidder(s) can execute the evacuation from pond as per site condition and time to time instructions from EIC.

# 3) GUIDELINES: -

#### 3.1 General guidelines for transportation of ash

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

- a) Area for lifting ash in ash dyke (pond) will be provided by LAPL & Bidder(s) will engage the resources in the marked area only for lifting ash. Lifting of ash from any other area till further instruction will not be allowed.
- b) Temporary electric connections will be provided by LAPL at pond and for their temporary site office, any other tools tackles, consumables /materials will be in the scope of Bidder(s).
- c) Hywas/tippers arranged for ash transportation & loading will be inspected periodically & unfit vehicle as per the latest motor vehicle act and as per LAPL vehicle safety guidelines, will be banned for entry.
- d) Bidder(s) to deploy, flag men at entrances and exit of Ash dyke (pond), supervisors at loading, weighbridge, unloading areas & safety officer on shift basis, to ensure safe disposal of ash.
- e) Bidder(s) has to deploy resources for maintenance of ash dyke (pond) access road & the top of

#### 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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India
T: +91 40 40090400

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

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

www.lancogroup.com



Dated: 11.12.2023

#### Last Date of Bid Submission is 20.12.2023

embankment to ensure safe access to the loading point.

- f) Bidder(s) to ensure proper disposal of the wastes/filters to LAPL designated area. Penalty will be levied if it is found that waste/filters are disposed in dyke/pond area(s).
- g) Bidder(s) needs to ensure availability & usage of movable fences & Traffic cones near excavated area inside ash dyke /near pond.
- h) The Bidder(s) shall not resale the ash lifted from LAPL or indulges in any profit making venture from the same and dispose of ash as per agreed terms.
- i) The Bidder(s) shall be fully responsible for the operation of the machinery. For any incident due to mishandling or faulty operation of the Bidder(s) workers, such Bidder(s) shall be fully responsible.
- j) Ensure that the vehicles which will be entering the plant should have proper gate pass and staff should carry valid gate passes.
- k) Work will be carried out as per tender documents
- I) One dedicated supervisor and two signalmen should be deployed on each shift at loading point to instruct the movement of vehicles during loading and unloading area one supervisor and signal man.
- m) One register should be maintained at loading point by Bidder(s), in which the No. of trips per Hywas, loading time, vehicle break down time etc. is to be properly registered.
- n) The dumpers should not carry beyond the maximum designed capacity.
- o) Proper managed of TAT should be done to avoid accumulation of truck & road blockage.
- p) Loading shall be done on 24X7 basis on all days of the week.
- q) Repair, rectification and correction of the bund to be done by Bidder(s), if any, arises during the period of the execution.
- r) The Bidder(s) shall particularly take care of all types of required coordination with local civic, Government Authorities etc. for ensuring smooth progress of the work.
- s) For any theft of Bidder(s) materials from inside or outside the plant premises, the Bidder(s) will be responsible.
- t) Risk assessment to be done for vehicle movement.
- u) To obtain approvals/NOC from statutory bodies, LAPL shall only provide necessary documentation support.
- v) Formats for gate pass process of Man & Machine will be provided by LAPL.
- w) After award of contract, the Bidder(s) all manpower has to attend the compulsory safety training which will be provided by LAPL free of cost however the cost of the PPEs will be in the scope of Bidder(s).
- x) Any revisions / changes in the rate of existing taxes and / or duties being imposed by the State or Central Government at the time of supply of material shall be considered as extra at actual and shall be borne by LAPL.
- y) Illumination to be ensured at loading, unloading area.
- z) Daily vehicle inspection to be ensured for identification of the Vehicle healthiness for rectification.

# 3.2 Health & Safety guidelines

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

- a) Operators/drivers engaged in resources for ash disposal has to follow the LAPL health & safety guidelines and gate pass of the person found violating the same will be immediately cancelled.
- b) Bidder(s) has to provide **Safety officer in all 3 shifts** for Safety toolbox talk, vehicles & drivers fitness checking and safe movement of transportation and environment controls inside and outside of plant.
- 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 (refer annexure II) and penalty amount shall be deducted from bills.

#### **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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India
T: +91 40 40090400

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

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

www.lancogroup.com



Dated: 11.12.2023

#### Last Date of Bid Submission is 20.12.2023

- e) In case any Environment violations to LAPL/applicable environment norms are absorbed during the ash disposal, penalty shall be levied and penalty amount shall be deducted from bill.
- 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 bidders. Safely loading and unloading will be in the scope of Bidder(s).
- h) Ensure 100% safety induction for all divers, Supervisors and operators.
- i) Ensure 100% PPEs Compliances (Like-Safety helmet, Dust mask, Safety shoe, hand gloves, Safety reflective jackets, Reflecting tap etc.). The bidder 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 bidder(s) risk & cost. The cost of such PPEs provided by LANCO shall be recovered from bidder's bills at 'Double rates' as a measure of penalty.
- j) Safety supervisors for monitoring of the ash excavation jobs and traffic controller (as per requirements in each shift from Bidder(s) inside the plant e.g. Dyke, weigh bridge, etc.)
- k) All the required standard safety measures & PPEs, at the loading & unloading area and during transportation are in the scope of Bidder(s). No other charges will be paid except work order rate.
- Use of Mobile phones while driving hywas and during loading of ash is not allowed.
- m) PRE-EMPLOYEMENT MEDICAL CHECK-UP: Bidder shall arrange for medical checkup) of all employees before employment, FORM 21 (refer annexure -III) to be submitted for the same and shall ensure that no person with any of the following diseases is employed by him at the LAPL site:-
  - 1. **Epilepsy**
  - Colour blindness/Night blindness 2.
  - 3. Deafness
  - Eye-sight of the employees in the following category shall be examined every six months.
    - Excavator operators/heavy earth moving equipment operators
    - LMV/HGV drivers
    - All workers working in the night shift

### 3.3 Environmental Protection

a) Bidder must ensure to take all precautionary and prescribe action including making bund/retaining wall/stone pitching over the periphery of the low lying area so as to protect rain cuts in future or any seepage of the dumped ash as required.

#### 4) Special terms and conditions: -

- 4.1. As the health of the ash dyke (pond) is very important, proper maintenance of the same at all time has to be ensured. In case of any damages due to reasons attributable to Bidder(s), cost of repairing the same shall be borne by the Bidder(s)
- 4.2. Contract Performance Bank Guarantee: The successful Bidder(s) shall have to submit a Performance Bank Guarantee (PBG) as performance security towards satisfactory performance of contract. The Bank Guarantee shall be equivalent to 10% of contract value or Rs. 50,00,000/- (Rupees Fifty Lacs), whichever is lower within 7 days of issuance of the work order. PBG shall be submitted as per LAPL's approved format and shall be valid during the term of contract period with additional 3 months claim period. Bidder has to extend the same in case of requirement of LAPL.

# 4.3. Payment terms: -

Successful Bidder(s) should issue Fortnightly invoice for the quantity lifted/disposed during the period.

#### 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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India T: +91 40 40090400

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

T: +91-7759-279 938

www.lancogroup.com



Dated: 11.12.2023

#### Last Date of Bid Submission is 20.12.2023

- Eighty five Percent (85%) of invoice amount (85 % of basic amount & 100 % of GST amount) shall be b) released within 15 days of submission of following documents:
  - i. Tax Invoice.
  - ii. Quantity statement duly certified from EIC – LAPL
  - iii. weighment slips
  - Statutory compliances e.g. wages payment, PF, ESIC etc. as defined in tender document iv.
- Three percent (03%) of basic amount of each running bill shall be paid after 3 months of bill date duly certified by LAPL EIC.
- d) Two percent (02%) of basic amount of each running bill shall be released after completion of entire work in all respects (including soil covering, plantation) and certification by LAPL EIC.
- Ten percent (10%) of basic amount of each running bill shall be kept on hold and shall be released only after expiry of defect liability period. In case Bidder(s) submits security deposit bank Guarantee (SDBG) equivalent of 10% of basic order value, performance security / retention amount shall be released within 15 days of submission of SDBG. SDBG shall be submitted as per LAPL's approved Bank Guarantee format and shall be valid until defect liability period with additional 03 month claim period.
- 4.4. In case the Bidder(s) fails to execute the entire contract, for reasons not attributable to LAPL, LAPL reserves the right to forfeit the Performance Security amount. In case LAPL is subjected to any liability during and after the defect liability period, LAPL reserves the right to forfeit the performance security amount as well as recover any additional amount from Bidder(s) towards cost incurred by LAPL in discharging the subject liability.

# 4.5. Defect liability Period: -

Defect liability Period shall be 12 months from the date of completion of entire work. During defect liability period, if any problem arises related to work done then the same shall be addressed & resolved by the Bidder(s) at free of cost.

# 4.6. Taxes: -

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

# 4.7. Mobilization: -

Mobilization of manpower, material, tools and machinery shall be done within 10 days from the date of issuance of notice to proceed (NTP) by LAPL EIC. Bidder(s) shall arrange to provide the required documents for issuance of gate pass. Any delay in providing the required documents subsequently leading to delay in issuance of gate pass shall be attributable to the Bidder(s) must deploy adequate number of manpower and machine for smooth and timely execution as well as supervision of the work. However, the following manpower and machines are required to be deployed as a minimum on compulsory basis before commencement of work and during the entire period of execution on 24 X 7 basis ):-

- 1 No. site supervisor at dyke and 1 no. safety supervisor at dyke in each shift i)
- ii) 1 No. excavator at dyke.
- iii) 1 No. water tanker for water sprinkling at dyke and inside roads wherever the vehicle movement is being done or as instructed by the EIC.
- Housekeeping manpower for daily road cleaning and on as and when instructed by the EIC.
- Minimum 20 no. of hywas/vehicles for lifting of Ash.

# 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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India T: +91 40 40090400

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

T: +91-7759-279 938

www.lancogroup.com



# Dated: 11.12.2023

#### Last Date of Bid Submission is 20.12.2023

vi) Safety & others sign boards should be placed at dyke and on the route of the transportation inside LAPL or as per instruction of EIC.

A register is to be maintained by ash dyke (pond) supervisor for attendance of signal man, housekeeping manpower, tanker operators, dyke supervisors for each shift. Attendance register will be reviewed by EIC on a day to day basis.

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

### 4.8. Deductions and penalties: -

- LAPL shall be entitled to recover from Bidder(s) bills all cost, damages, expenses which may have to incur or become liable to incur as a result of Bidder(s) negligence or any other action including failure in control of fugitive emission within and outside the plant that may originate such cost, charges, expenses etc. Further, LAPL also reserves the right to forfeit the security deposit amount of the Bidder(s) and adjust it to recover such cost, charges, expenses, etc.
- In case Bidder(s) bill amount is not adequate to cover such recovery amount, the balance amount shall be deducted from any sum which may become due to Bidder(s) at any time thereafter under this or any other contract Bidder(s) may have with LAPL. Should this sum also not be sufficient to cover the full amount recoverable, then LAPL reserves its right to recover the same as remedies available under the law.
- If there is any delay in completion of work on the part of the Bidder(s) and there is any statutory Increase in duties /taxes / levies during the period of delay, in such cases the differential shall be on account of the Bidder(s).
- iv) In case of Bidder's failure to complete the work within contract period due to reasons not attributable to LAPL, LAPL reserves its rights to forfeit Bidder's security amount / any due amount. LAPL further reserves its rights to offload the unexecuted work to other agency( agencies) at the risk and cost of the Bidder(s) and recover all such incurred costs from Bidder's due amount.
- The Bidder(s) shall be solely responsible for any loss or damage to LAPL property during the execution of this contract due to negligence, fraud etc. on the part of their personnel and will be liable to make the damages in good condition. In case of any LAPL material is lost or damaged during execution of work due to Bidder(s) negligence or wrong workmanship, the cost of the same as per prevailing market rate plus departmental expenses shall be recovered from Bidder(s) bills / security deposit amount.
- vi) For any accident due to the negligence of the Bidder(s) deployed agencies/workers, the following penalties shall be levied.
  - For fatal accident-Rs.20 lakhs/- (any other amount to be decided by LAPL)
  - For reportable accident (Permanent disability) Rs. 10 lakhs/- (any other amount to be decided by LAPL)
- vii) If any dispute arises due to ash dumping in other than the specified areas of Low lying Area without permission of LAPL Engineer in charge, then the Bidder(s) will be liable for penalty by LAPL for twice the value of expenses for handling the situation.
- viii) LAPL shall recover from Bidder(s) bills all cost & liabilities arising out of Safety, environment & statutory deviations/ non compliances attributable to Bidder(s). Any penalty / fine imposed by statutory bodies on LAPL on this account shall have to be borne by the Bidder(s) without any demur.

#### 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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India T: +91 40 40090400

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

T: +91-7759-279 938

www.lancogroup.com



Dated: 11.12.2023

#### Last Date of Bid Submission is 20.12.2023

ix) LAPL reserves the right to impose a penalty upto 5% of the contract value incase bidder fails to execute minimum 70% of agreed ash lifting schedule as approved by LAPL EIC.

### 4.9. 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) **QUALIFICATION REQUIREMENTS: -**

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

### Eligibility criteria are as defined below: -

- Bidder(s) must have executed work order(s) for transportation of ash of at least 5 Lakhs quantity (MT or Cum) in preceding two financial years on cumulative basis from power plants to user(s) of ash.
- Bidder(s) must have at least INR Six (6) Crores annual turnover in any of the preceding three financial years.
- Bids received under "Bidding Consortium" or "Joint Venture" mechanism shall not be considered.
- In case any Bidder(s) has been executing/have executed a similar transportation of ash work for LAPL in the present/past, but the executed quantity is/was less than 50% of the ordered quantity, his/her/their bid shall not be considered on account of unsatisfactory performance.

#### 6) DOCUMENTS TO BE SUBMITTED FOR QUALIFICATION REQUIREMENT

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

- **a.** Complete company profile along with credentials.
- b. Details of Low Lying Area, bidder has to submit of land parcel. Refer clause -7
- c. Details of work done during the past three years or currently working (transportation of ash) along with valid order copies. Refer Schedule 1.
- d. Audited Balance sheet and profit & loss statement of last three years. Refer Schedule 2

The above mentioned documents shall be submitted along with the bid.

Eligible bidder for evaluation of the Bid and award of the contract, the bidder shall satisfy the requirements of Clause 5, 6, 7 and 8 of this tender document. After thorough inspection of validation of all submitted documents, work order will be issued to successful bidders.

#### 7) **LOW LYING LAND DETAILS:**

Land for ash filling area should be minimum 500 Meter away from water body/ water shed area. Low Lying area should be as per the guidelines of CPCB.

#### 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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India T: +91 40 40090400

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

T: +91-7759-279 938

www.lancogroup.com



Dated: 11.12.2023

#### Last Date of Bid Submission is 20.12.2023

Bidder has to submit the following documents in order to verify the land details.

- a. A bidder can offered multiple land documents for filling of ash; however bidder has to submit the individual document against each of the offered land.
- b. Request letter reg. ash dumping in the Low Lying area from land owner.
- c. NOC from land owner in stamp paper with notarised.
- d. Gram Panchayat NOC for private land.
- e. Gram Shabha proceedings (Prastavna) duly signed by Sarpanch & Panchayat Members.
- f. Revenue documents for ash filling area (P-II Khasara, B-I, Naksha)
- g. SDM office NOC
- h. RO office NOC

In case LAPL receives EOI (Expression of Interest) from the any of the land owner reg. ash dumping in their Low Lying land, the same shall be shared with the successful bidder.

#### 8) **EARNEST MONEY: -**

- 8.1 The Bidder(s) are required to deposit the Earnest Money of INR 10,00,000 (Rupees Ten Lakhs) through any of following means: -
  - Demand Draft in favor of "LANCO AMARKANTAK POWER LIMITED", Payable at "Korba" having validity of Three Months from the date of Tender Submission.
  - b) Through NEFT/RTGS to LAPL as per Beneficiary details given under

Canara Bank Limited.

Beneficiary Name: M/s Lanco Amarkantak Power Limited

Account No: 2490201005470 IFSC Code: CNRB0002490 Transport Nagar, Korba C.G

- 8.2 Bidder(s) with MSME registration shall also deposit EMD.
- 8.3 No interest is payable to Bidder(s) on EMD amount
- 8.4 In case any Bidder(s) does not submit EMD along with their bids, LAPL reserves the right to reject the bid at its sole discretion.
- 8.5 In case, any successful Bidder(s) refuses to honour the contract awarded to him, his EMD shall be forfeited.
- 8.6 For unsuccessful Bidder(s), the Earnest Money shall be returned within 15 days of the award of contract or after the expiry of validity period of the bids, whichever is later.
- 8.7 EMD of successful Bidder(s) shall be adjusted in contract Performance guarantee amount.

#### 9) PRE-BID MEETING & SITE VISIT

The Bidders to mandatorily attend pre-bid meeting by site visit for understanding of LAPL requirements from Bidder(s) in terms of safety, health, environment, human rights, ethics, modern slavery act etc. Bidders 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

# 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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India T: +91 40 40090400

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

T: +91-7759-279 938

www.lancogroup.com



Dated: 11.12.2023

#### Last Date of Bid Submission is 20.12.2023

the Bidder's own expense. Bidder shall submit the declaration of site visit as per **Schedule-4**, thereby amounting to consonance to such indemnification, as mentioned above. Virtual meeting link shall be posted on the LAPL web site.

# 10) 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 <a href="http://lancogroup.com">http://lancogroup.com</a>. 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 <a href="http://lancogroup.com/DynTestform.aspx?pageid=20">http://lancogroup.com/DynTestform.aspx?pageid=20</a> 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.

# 11) BID PRICES: -

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

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

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

# 12) BID VALIDITY: -

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

# 13) CONTRACT PERIOD: -

The period of contract will be for 12 months from the date of award of contract. (However, extra 4 months period may be given as grace on account of monsoon season.)

#### **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

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

T: +91 40 40090400

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

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

www.lancogroup.com



Dated: 11.12.2023

#### Last Date of Bid Submission is 20.12.2023

# 14) CONTRACT QUANTITY ALLOCATION: -

- LAPL reserves the right to award the contract to more than one Bidder(s) in order to maximize ash i. disposal quantity for Low lying area as per requirement. LAPL shall decide the quantity allocation to respective Bidder(s) on following basis:
  - a) Minimum and maximum committed off take quantity by Bidder(s) (refer ANNEXURE B QUANTITY SCHEDULE)}
- ii. The initial work order(s) will be issued as per above contract quantity allocation mechanism. The work order(s) quantity shall be suitably amended on the same rates on receipt of subsequent further allotment letters subject to maximum of tender quantity.
  - a) LAPL reserves the right to revise order quantity upwards/ downwards to Bidder(s) based on their respective ash disposal performance. Order quantity can also be revised upwards/ downwards on the basis to revision as per LAPL. LAPL's decision in this case shall be final and binding in this regard.
  - b) If the Bidder(s) fails to lift the allocated contract quantity, LAPL reserves the right to revise the contract quantity and undertake contractual measures as mentioned in tender documents.

# 15) SUBMISSION OF BIDS: -

The bid shall be submitted in Password Protected PDF File via email to <a href="mailto:sandeep.kp@lancogroup.com">sandeep.kp@lancogroup.com</a> or Hard copy in two parts. In case the Bidder submit the bid in hard copy, 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: -

- "BID FOR 'ASH TRANSPORTATION TO LOW LYING AREA.
- b) **TENDER SPECIFICATION NO**
- "DO NOT OPEN BEFORE DATE AND TIME OF BID OPENING". c)
- The first envelope containing the first part of the bid shall be super scribed "PART I TECHNICAL BID". (Original Hardcopy-1 Set, First Hard Copy 1-Set, or Password Protected PDF File).
  - Statutory Applicable clearances if required.
  - b) Tender acceptance duly signed and stamped
  - Document required for meeting qualification criteria as given in clause no 6. c)
  - Schedule 01 [PREVIOUS EXPERIENCE AND CURRENT WORK] d)
  - Schedule 02 [FINANCIAL TURNOVER]
  - f) Schedule 03 [SCHEDULE OF DEVIATIONS in bid]
  - Schedule 04 [DECLARATION OF SITE VISIT BY THE BIDDERS] g)
  - Schedule 05 [List of Equipment to be deployed 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 schedule.
- Part I & II (Original Hardcopy-1 Set, First Hard Copy) shall be addressed to and submitted to:-

#### 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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India T: +91 40 40090400

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

T: +91-7759-279 938

www.lancogroup.com



Dated: 11.12.2023

Last Date of Bid Submission is 20.12.2023

Sr. Manager (C&M), Lanco Amarkantak Power Limited.

Administrative Block, Village- Patadi, Post Office-Tilkeja,

Korba, Chhattisgarh, Pin - 495674. Email: sandeep.kp@lancogroup.com

# 16) 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.

# 17) 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.

# 18) BID EVALUATION: -

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

# 19) PROCESS TO BE CONFIDENTIAL: -

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.

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.

### 20) CLARIFICATION OF BIDS SUBMITTED BY BIDDER: -

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

# 21) CORRECTION OF ERRORS: -

Bids will be checked by the LAPL for any arithmetical errors in computation and summation. Errors will be

#### **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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India
T: +91 40 40090400

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

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

www.lancogroup.com



Dated: 11.12.2023

Last Date of Bid Submission is 20.12.2023

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, his bid will be rejected.

# 22) AWARD CRITERIA: -

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

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

Notwithstanding anything contained in the tender document, LAPL reserves the right to accept any bid in full or part considered advantageous to the LAPL irrespective of whether it is lowest or not, without assigning any reason whatsoever. Further, the LAPL reserves the right to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for LAPL's action in this regard.

# 24) NOTIFICATION OF AWARD:-

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

# 25) SIGNING OF AGREEMENT:-

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

# **26) CRITICAL DATES FOR BIDDING PROCESS: -**

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

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

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

#### **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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India
T: +91 40 40090400

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

T: +91-7759-279 938

www.lancogroup.com



Dated: 11.12.2023

#### Last Date of Bid Submission is 20.12.2023

# 27) TERMINATION: -

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

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

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

# 28) Force Majeure:

- If any time during the continuance of this Work order the performance in whole or in part by either Party or any obligation under this Agreement shall be prevented or delayed by reason of war, hostilities, act of the public enemy, civil commotion, sabotage, fire, 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 Work order is delayed by reason of any such eventuality for a period exceeding fifteen (15) days, the parties shall meet and review in good faith the desirability and conditions of terminating this Work order.

# 29) JURISDICTION: -

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

# **30) ORDER OF PRECEDENCE: -**

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

#### 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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India T: +91 40 40090400

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

T: +91-7759-279 938

www.lancogroup.com



Dated: 11.12.2023

#### Last Date of Bid Submission is 20.12.2023

a) The Work Order

b) General terms and conditions of Contract -Annexure-I

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

# 31) DISPUTE RESOLUTION: -

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

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

#### **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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India
T: +91 40 40090400

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

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

www.lancogroup.com



Dated: 11.12.2023

# Last Date of Bid Submission is 20.12.2023

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

# **ANNEXURE A – PRICE SCHEDULE**

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

#### TRANSPORTATION OF POND ASH FROM LAPL ASH DYKE TO LOW LINE AREA

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

GST %	
Signature	
Seal	

Note-Bidder(s) Commercial bid envelope should contain price bid in the above format.

#### **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:** Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India **T**: +91 40 40090400

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

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

www.lancogroup.com



Dated: 11.12.2023

Last Date of Bid Submission is 20.12.2023

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

# **ANNEXURE B – QUANTITY SCHEDULE**

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

we nereby declare that we will shall lift ash from LAPL Ash dyke (pond) as given under:
1. Minimum committed off take quantity MT/ Month andMT / year.
2. Maximum committed off take quantity MT/ Month andMT / year
Signature
Designation
(COMPANY SEAL)
Date :

# 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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India T: +91 40 40090400

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

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

www.lancogroup.com



Dated: 11.12.2023

Last Date of Bid Submission is 20.12.2023

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

# SCHEDULE 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:-

SI. N o.	Name of Client with Address	Description of the Work	Work order quantity	Value of Contract Rs. in Lakhs	Completion Time as stated in the Contract	Percentag e of work Completio n	Remar ks
1	2	3	4	5	6	7	8
I. Pre	vious Work Deta	ails:-					
II. Cu	rrent work in ha	ind	<u> </u>		<u> </u>		

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

#### **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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India T: +91 40 40090400

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

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

www.lancogroup.com



Dated: 11.12.2023

Last Date of Bid Submission is 20.12.2023

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

# **SCHEDULE 2 - FINANCIAL TURNOVER**

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

Financial Year	Turnover ( in Rs. lakhs)
2020-2021	
2021-2022	
2022-2023	

# 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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India T: +91 40 40090400

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

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

www.lancogroup.com



Dated: 11.12.2023

SL. No

Clause No

Last Date of Bid Submission is 20.12.2023

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

Deviation taken

# **SCHEDULE 3 - DEVIATIONS IN BID**

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

	ne Bidder(s) h ocuments	nereby certifies that the above ment	tioned are the only deviations from the LA	NPL's tender
SI	GNATURE			
N	ame of the Si	gnatory		
C	OMPANY			
D	ESIGNATION			
D	ATE			

# **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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India T: +91 40 40090400

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

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

www.lancogroup.com



Dated: 11.12.2023

Last Date of Bid Submission is 20.12.2023

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

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

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

Signature
Designation
(COMPANY SEAL)
Company
Date

#### LANCO AMARKANTAK POWER LIMITED

Corporate office: Lanco Amarkantak Power Ltd. Plot # 334, 4<sup>th</sup> Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India T: +91-124 4741000; E: lapl@lancogroup.com

Registered office: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India T: +91 40 40090400

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

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

www.lancogroup.com



Dated: 11.12.2023

# Last Date of Bid Submission is 20.12.2023

<< To be submitted on the letter head of the Bidder(s) submitting the bid>>

# SCHEDULE 5 - LIST OF EQUIPMENT TO BE DEPLOYED BY BIDDER(s)

Bidder(s) shall furnish in the format given below List of Equipment to be deployed for transportation of ash from LAPL's plant ash dyke (pond) to Low lying area:

S. No	Description	Quantity	

*We as a Bidder(	(s) under the tende	er document shall b	oe held respons	sible for deploym	nent of the abov	e specified
equipment as req	quired at LAPL's pla	nt ash dyke (pond)	)			

SIGNATURE
COMPANY SEAL NAME
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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India T: +91 40 40090400

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

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

www.lancogroup.com



Dated: 11.12.2023

Last Date of Bid Submission is 20.12.2023

<< To be submitted on the letter head of the Bidder(s) submitting the bid>>

# SCHEDULE 6 – Environmental guidelines as per MoEF&CC/CPCB/CECB for Ash Disposal in Low Lying area

# Restrictions: -

Reclamation of area by ash shall not be permitted in the following areas:

- i. Flood plain area/Ecologically Sensitive Areas.
- ii. Agriculture land / area.
- iii. Reclamation of Forest land / area
- iv. Gochar Kisan Land.
- v. Low lying area within 500 m from the water body

# Prevention of pollution: -

Suitable methods should be adopted and necessary arrangement should be made to prevent pollution during excavation of pond ash at ash pond, during transportation of ash and during dumping of ash at dumping site.

# **Environmental Monitoring: -**

Environment checks like water and air quality before execution, while execution, after completion and during defect liability period is in the scope of work of the bidder.

# Soil Cover on the top of ash fill: -

As per the MOEF&CC gazette notification of ash utilization dated 14-09-1999, subsequent amendments on dated 27-08-2003, 03-11-2009 and Ash utilization notification of 31.12.2021, the soil required for 500mm soil cover shall be excavated from land fill site itself and kept separately before taking for ash filling. This should be done as an integral part of low lying area development work.

# Preparation of filling area: -

The entire area meant to receive the ash and earth filling shall be stripped by minimum 150 mm. The exact depth of stripping shall be decided by the Engineer-in-Charge depending upon nature of top soil and the vegetation present. All organic matter, vegetation, roots, stumps, bushes, rubbish, swamp materials, etc. shall be removed from the site. The stripping material and other unsuitable materials as referred above shall be kept away from the area to be filled up so that these do not get mixed up with filling material and disposed off to a place as decided by the Engineer-in-Charge.

# Leveling: -

The ash thus filled shall be compacted with the help of vibratory rollers so as to achieve dry density of not less 95% as per I.S-2720 (Part-VII). This would result in a levelled surface upon which layer wise filling of compacted ash can be done.

#### 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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India T: +91 40 40090400

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

T: +91-7759-279 938

www.lancogroup.com Corporate Identity Number: U40109TG2001PLC03265



Dated: 11.12.2023

Last Date of Bid Submission is 20.12.2023

# Top Soil covering and Bund protection of the Low lying area after ash filling: -

For top soil covering of the dumped ash, soil is to be excavated from the site before start of the ash dumping work and to be kept separately. As a final layer top soil covering should be 500 mm along with all the sides and slopes of the bund. The soil used for the bund should neither be granular nor black cotton soil. It should be of good quality for geo-technical application. Soil should be compacted to 95% proctor by Vibratory Roller of 15 T minimum capacity, in the layer of 500 mm. After attaining the desired height, the disposal area should be thoroughly compacted, graded followed by soil cover at least 500 mm thickness for proper reclamation of the land by grass turfing or appropriate plantation.

In addition to above, Bidder(s) has to follow further updated guidelines from MoEF&CC/CPCB/CECB and instructions from Regional Office, Chhattisgarh Environment Conservation Board, Korba.

#### **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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India
T: +91 40 40090400

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

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

www.lancogroup.com



Dated: 11.12.2023

# Last Date of Bid Submission is 20.12.2023

# **SCHEDULE 7 – LIST OF ENCLOSURE**

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.

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

#### LANCO AMARKANTAK POWER LIMITED

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: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India T: +91 40 40090400

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

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

www.lancogroup.com