

**Tender Specification No: LAPL/ASH/SALE/2024-25/21****Dated: 13.06.2024****Last Date of Bid Submission is 22.06.2024****NOTICE INVITING TENDER FOR SALE OF DRY ASH ON FREE OF COST BASIS**

Lanco Amarkantak Power Ltd., ("LAPL") is looking for strategic and long-term association with agencies located within 300 km from the LAPL's coal based thermal power plant and involved in utilization of ash such as (a) manufacturers of dry ash products viz. bricks, blocks, tiles, fibre cement sheets, pipes, boards, panels; (b) manufacturers of cement, ready mix concrete; (c) agencies involved in construction of road and fly over embankment, Ash and Geo-polymer based construction material; (d) manufacturers of sintered or cold bonded ash aggregate; (e) Any other avenue duly approved by statutory bodies. The ash shall be lifted in environment friendly manner, in environment friendly manner strictly as per applicable MOEF&CC/Central/State Govt. guidelines, as amended from time to time, for transportation of ash under road mode from LAPL power plant. This tender document is in compliance to the clause C (II) – 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	: 13.06.2024
Last Date and Time for Submission of Bids	: 22.06.2024 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 6926200; 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

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**Corporate Identity Number: U40109TG2001PLC03265**

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

- The Bid should bear unconditional acceptance to the terms as contained of the tender documents.
- Bidder/bidder as mentioned in the document shall mean bidder participating in the bid process against the tender documents.
- No over-writings or corrections 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 (a) manufacturers of dry ash products viz. bricks, blocks, tiles, fibre cement sheets, pipes, boards, panels; (b) manufacturers of cement, ready mix concrete; (c) agencies involved in construction of road and fly over embankment, Ash and Geo-polymer based construction material; (d) manufacturers of sintered or cold bonded ash aggregate; (e) Any other avenue duly approved by statutory bodies for sale of dry fly ash on free of cost basis in closed bulkers / Open trucks, offered under road mode from LAPL silo 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) with +/- 20% variation.
- Utilization of ash from ash silo is on "first cum first serve basis". Bidders, once shortlisted through bid evaluation in the TENDER process, will be required to submit proposal to LAPL Engineer Incharge (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 after due verifications of the approval documents submitted by the bidder. LAPL shall have sole discretion for approval of identified site/avenue as proposed by bidder and the same shall be binding on bidder.
- All works have to be carried out as per latest MoEF& CC prevailing guidelines only.
- This Tender is applicable for sale of ash on free of cost basis as is where is basis. Bidder(s) hereby agree to accept the work order from Lanco Amarkantak Power Ltd. with the following detailed scope of work:-

**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 Bulkers/open truck upto the above specified users of ash as per applicable

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MOEF&amp;CC/ MoP guidelines.

- b. Ash will be provided from LAPL power plant silo on free of cost basis.
- c. For lifting of ash, transportation and its liability (charges of fuel, oils, operators, helpers and bulker's maintenance) will be in the scope of Bidders.
- d. All liasoning work including requirement to obtain approvals/NOCs from statutory bodies shall be in Bidder's scope. LAPL shall provide necessary documentation support only (if required).
- e. The body of the vehicle engaged for transportation shall be perfectly leak proof Bulklers/Hywas covered with Tarpaulin.
- f. There will be no consideration for idle charges during the contract period.
- g. The Bidder will be responsible for any environmental damage during ash transportation. Bidder shall arrange to address and rectify the damage at their cost.
- h. The ash is supplied only for the above specified users of ash for disposal of ash in closed bulkers / Open trucks, offered under road mode from LAPL silo as per applicable MoEF&CC/MoP guidelines. Bidder cannot utilize the ash for any other purpose.
- i. LAPL EIC shall certify fortnightly the quantity lifted by the Bidder as per LAPL weighbridge report. Further LAPL weigh bridge quantity shall be considered for all commercial purposes.
- j. The Bidder 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.
- k. All statutory requirements as per the factory norms are in the scope of Bidder.
- l. LAPL will endeavour to update the Bidder about any change in legal requirements for loading / transportation / unloading / etc. of ash. However, it is the responsibility of the Bidder to keep themselves updated about all the existing and latest environmental rules / guidelines / notifications for ash loading / transportation / unloading / etc. and LAPL shall not be held responsible in case Bidder performs any non-compliance in this regard. Any penalties/case arises or cost levied to LAPL due to non-compliance in this regard will be in the scope of the concerned user(s) of ash. The cost of the same will be borne by the Bidder. The Bidder shall indemnify LAPL against all and any actions which may arise out of such non-compliance.
- m. 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 Bidder.
- n. Ash to be transported according to designed carrying capacity of bulkers/Hywas.
- o. Both Tare and Gross weighments of bulkers to be done at LAPL weighbridge.
- p. Ash is to be unloaded at Bidders designated place only.
- q. Safe loading and unloading will be in the scope of Bidder.
- r. All the required safety measures & PPEs, at the loading & unloading area and during transportation are in the scope of Bidder.
- s. In case of any spillage enrout during transportation of ash, the Bidder shall ensure that spilled ash is collected and transported to the disposal/usage site immediately.
- t. In case of any spillage enrout during transportation of ash, the Bidder shall ensure that spilled ash is collected and transported to the disposal/usage site immediately.
- u. Contract period shall be mentioned in wok order and the work should be carried as per the instruction of LAPL's engineer In Charge (EIC).
- v. The safety, statutory & environmental requirement are in the scope of Bidder.
- w. Bidder 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 Bidder only.

## 2.2. Environment, Health & Safety guidelines

For safe transportation, the qualified bidder(s) has to follow LAPL's following Environment, Health &

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## 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. 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 bidders. Safely loading and unloading will be in the scope of bidder.
- 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 Bidder inside the plant e.g. weigh bridge, etc.)
- l. All the required standard safety measures & PPEs, at the loading & unloading area and during transportation are in the scope of Bidder. No other charges will be paid except work order rate.
- m. Use of Mobile phones while driving Bulklers/Hywas and during loading of ash is not allowed.
- n. COVID GUIDELINES: Bidder 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 Bidder'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:-
  - i. Epilepsy
  - ii. Colour blindness/Night blindness
  - iii. Deafness
  - iv. Eye-sight of the employees in the following category shall be examined every six months.
  - v. Excavator operators/heavy earth moving equipment operators
    - LMV/HGV drivers
    - All workers working in the night shift

**2.3. Special Terms & Conditions**

- a. LAPL shall be entitled to additionally charge to the successful 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,

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- charges, expenses etc. Further, LAPL also reserves the right to forfeit the security deposit amount of the Bidder and adjust it to recover such cost, charges, expenses, etc.
- b. If there is any delay in completion of work on the part of the successful Bidder and there is any statutory. 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 Bidder, 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 Bidder.
  - c. The Bidder shall be solely responsible for any loss or damage to LAPL property during the execution of this contract due to negligence, fraud etc. on the part of their personnel and will be liable to make the damages in good condition. In case of any LAPL material is lost or damaged during execution of work due to Bidder negligence or wrong workmanship, the cost of the same as per prevailing market rate plus departmental expenses shall be recovered from Bidder bills / security deposit amount.
  - d. For any accident due to the negligence of the Bidder/ Bidder's deployed agencies/workers or sub-contractor, following penalties shall be levied subject to decision by LAPL.
    - For fatal accident-Rs.20 lakhs/-
    - For reportable accident (Permanent disability)-Rs. 10 lakhs/-
  - e. If any dispute arises due to ash dumping other than the specified areas without permission of LAPL Engineer in charge, then the Bidder will be liable for penalty by LAPL for twice the value of expenses for handling the situation.
  - f. LAPL shall additionally charge to the Bidder any penalty levied account of Safety, environment & statutory deviations.
  - g. It is expressly agreed that bidder can utilize the ash only for the purpose of manufacturing of items/ used in avenues as approved under MoEF&CC/MoP guidelines on Ash Utilization.
  - h. Actual available Ash may vary depending upon actual utilization of plant capacity and generation of Ash. Interested parties are requested to submit their requirement as per enclosed format.
  - i. Others/Miscellaneous:-
    - i. PPE: All PPEs required for the job shall be in scope of Bidder.
    - ii. Insurance: Insurance of Bidder's material, machinery and manpower will be in scope of Bidder.
    - iii. Completeness: All the resources required and jobs to be executed for completion of work as per the contract shall be arranged by Bidder.
    - iv. Security: The security of the material, machinery and tools will be in the scope of Bidder and LAPL shall not be responsible for any theft or loss of any material.
    - v. Boarding & Lodging: Boarding and lodging of manpower supplied by Bidder for completion of job shall be in scope of Bidder.
    - vi. Transportation: Transportation of manpower, material and machinery required for the completion of work shall be in scope of Bidder.
    - vii. Mobilization: Mobilization of manpower, material, tools and machinery shall be done within 01 week from the date of issuance of sale order / Notice To Proceed (NTP).

### 3. QUALIFICATION REQUIREMENT: -

Bidder 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)

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**4. SPECIAL TERMS AND CONDITION: -****4.1 Tax liability: -**

LAPL shall be provided on free of cost basis however tax liability if any shall be borne by bidder.

**4.2 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**.

**4.3** Successful Bidder(s) submits the security deposit bank Guarantee (SDBG) of Rs 20 Lakhs, SDBG shall be submitted as per LAPL's approved Bank Guarantee format and shall be valid until contract period with additional 03 month claim period. EMD amount shall be released within 15 days of submission of SDBG of successful bidder(s)**4.4** LAPL reserves the right to award the contract to more than one Bidder(s) in order to maximize ash disposal quantity as per requirement. LAPL shall decide the quantity allocation to respective Bidder(s) on minimum and maximum committed off take quantity by Bidder(s) (refer ANNEXURE B – QUANTITY SCHEDULE)}. The initial sale order(s) will be issued as per above contract quantity allocation mechanism.

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.

**5. EARNEST MONEY: -**

The Bidders 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 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 Bidder 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 Bidder refuses to honor the contract awarded to him, their EMD shall be forfeited.
- d. For unsuccessful Bidders, the Earnest Money shall be returned within 7 days of the award of contract or after the expiry of validity period of the bids, whichever is earlier.

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

The Bidders to mandatorily attend pre-bid meeting by site visit for understanding of LAPL expectation from Bidders 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 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.

**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.
- b. Bids must be submitted solely based on the Bidding Documents and must be free of any qualifying statements.
- c. 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.

**10. CONTRACT PERIOD: -**

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 single stage and must have following documents: -

- a) Envelope containing EMD
- b) Quantity Schedule **Annexure A**
- c) Clearances from statutory bodies as applicable.
- d) Company profile

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- e) Schedule 01 [Previous experience and current work In bid]
- f) SCHEDULE-2 FINANCIAL TURNOVER

The Bidder shall seal the original and copy of each bid separately in inner and outer envelopes duly marking the envelopes "Original", "First Copy".

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

**LAPL/ASH/SALE/2024-25/21- BID FOR SALE OF DRY ASH ON FREE OF COST BASIS**  
**"DO NOT OPEN BEFORE DATE and Time OF BID OPENING"**

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

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)

## 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.

## 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 Bidders or other persons not officially concerned with such process.
- b. Any effort by a Bidder to influence the LAPL in the process of examination, clarification, evaluation and comparison of bids or in decisions concerning the award of contract may result in the rejection of the Bidder's bid and may also lead to "black listing" of the Bidder and all existing successful bids in hand, if

### **LANCO AMARKANTAK POWER LIMITED**

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Telangana, India

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

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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. 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) If a Bidder 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 successful Bidder(s) whose bid(s) have been found compliant to tender conditions after Bid evaluation.

**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: -**

Prior to expiry of bid validity period as defined in the tender document, LAPL shall notify in writing to successful Bidder(s), that his/their bid(s) has been accepted and subsequently issue sale order.

**21. SIGNING OF AGREEMENT: -**

Successful Bidder(s) shall submit duly accepted sale 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	22 <sup>nd</sup> June 24

Timelines mentioned above are indicative and are subject to change at the discretion of LAPL. LAPL

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reserves the right to amend the above schedule or modify/cancel the bid process at its own discretion. The successful Bidder shall not be entitled to any loss / claim / damage arising out of or related to the amendment / modification / change in the 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: -**

For reasons covered elsewhere in this contract document including non-performance/continuous poor performance under the contract, LAPL reserves the right to terminate the contract after giving 10 (Ten) days prior notice. In such eventuality, the Security Deposits may also be forfeited at sole discretion of LAPL. However, if the Buyer desired to quit the contract, he will have to give at least One month's notice. 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

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contractor, the LAPL shall have full right to take necessary actions at the risk and cost of the contractor.

&lt;&lt;This space is intentionally left blank&gt;&gt;

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

**ANNEXURE A – 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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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 >>

### **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
<b>Previous Work Details</b>					
<b>Current Work Details</b>					

*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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<To be submitted on the letter head of the company submitting the bid>> 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	2023-24	2022-23	2021-22
<b>Total</b>			

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&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 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 .....

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

**SCHEDULE-4 DECLARATION OF SITE VISIT BY THE BIDDERS**

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 have visited the LAPL plant (inclusive of gate entry system, ash handling plant, ash dyke, approach road to ash dyke etc.) and have acquainted and satisfied ourselves thoroughly with the existing site Condition & processes.

Signature.....

Designation.....

..... (COMPANYSEAL)

Company.....

.....

Date.....

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### **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.

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

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