

Tender Specification No: LAPL/ASH/TRANS/2023-24/14

Dated: 27.11.2023

Last Date of Bid Submission is 06.12.2023

“NOTICE INVITING TENDER”
ASH TRANSPORTATION TO NHAI ROAD PROJECTS

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 NHAI Road Construction Projects. 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 <http://lancogroup.com>

Date of Issue/Publishing	: 27/11/2023
Last Date and Time for Submission of Bids	: 06/12/2023 at 17:00 Hrs.
Bid Security (Earnest Money)	: Bid Security Fee is Rs.5, 00,000/- (Five 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- Patadi, Post Office-Tilkeja, Korba, Chhattisgarh- 495674.

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

LANCO AMARKANTAK POWER LIMITED

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Corporate Identity Number: U40109TG2001PLC03265

CONTENTS

Sr. No.	Particulars	Page no.
1)	Introduction	3
2)	Scope of Work	3
3)	Guidelines	7
4)	Special Terms & conditions	9
5)	Qualification Requirement	12
6)	Documents to be submitted for Qualification Requirement	12
7)	Earnest Money	12
8)	Pre-Bid Meeting & Site Visit	13
9)	ADDENDA / CORRIGENDA/ AMENDMENTS TO BIDDING DOCUMENTS	13
10)	Bid Prices	13
11)	Bid Validity	14
12)	Contract Period	14
13)	Contract Quantity allocation	14
14)	Submission of Bids	14
15)	Deadlines for Submission of Bids	15
16)	Late Bids	15
17)	Bid Evaluation	15
18)	Process to be Confidential	16
19)	Clarification of Bids submitted by Bidder	16
20)	Correction of Error	16
21)	Award Criteria	16
22)	LAPL's Right to Accept any Bid and to Reject any or all bids	16
23)	Notification of Award	17
24)	Signing of Agreement	17
25)	Critical Date for Bidding Process	17
26)	Termination	17
27)	Force Majeure	18
28)	Jurisdiction	18
29)	Order of precedence	18
30)	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	List of appendices	26
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	

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Tender Specification No: LAPL/ASH/TRANS/2023-24/14**Dated: 27.11.2023****Last Date of Bid Submission is 06.12.2023****INVITATION TO TENDER AND INSTRUCTIONS TO BIDDERS**

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

**Sr. Manager (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"), 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 05th September 2019".

2) SCOPE OF WORK: -

LAPL hereby invites bids from Bidder(s) for environmentally friendly utilization of ash (hereinafter referred as "ash") as per the notifications issued by MOEF&CC (as amended from time to time).

- a) LAPL shall approach NHAI for allocation of ash dumping in ongoing / upcoming National Highway authority of India (NHA) road projects in nearby areas.
- b) The tentative Quantity for transportation of Ash shall be 5, 00,000 MT (approx. Five Lakhs Metric Tons) subject to receipt of required quantity allocation from NHAI.
- c) Utilization of ash from ash dyke (pond) on "as is where is basis" inclusive of loading/unloading with transportation from LAPL site to NHAI identified road projects as per day to day ash requirement of NHAI/NHAI authorized agency.
- d) Bidder(s) have to adhere to NHAI/NHAI authorized agency's requirement of ash.

The Bidder(s) have to agree that they have 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.

This Tender is applicable for transportation of ash (As is where is basis/required basis), Bidder(s) agree to accept the work order from Lanco Amarkantak Power Ltd. with the following detailed scope of work:-

2.1. Excavation at LAPL Ash dyke (pond)

- a) Based on NHAI requirement of Ash, Bidder(s) must submit excavation plan to EIC LAPL.

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- b) The Bidder(s) shall excavate the ash from the ash ponds by mechanical means such as excavators. The Bidder(s) shall excavate ash to the required depths and inclinations leaving the excavated surface level and trim as per the direction of the Engineer-in-Charge. Bidder(s) shall take all the necessary precautions at his own cost to avoid slipping off from sides.
- c) Required necessary industrial standard de-watering pumps, pipes and ancillaries like cable board with RCB for ash de-watering nearby location as required as per the instructions of EIC is in Bidder(s) scope.
- d) Temporary electric connection on north side of ash pond will be provided by LAPL and necessary industrial standard cable, lights, boards, switches, RCB, laying and maintenance of equipment is in the scope of Bidder.
- e) Water spraying arrangement at excavation site, along the transportation route to prevent air/dust pollution is under Bidder(s) scope. Water source inside plant will be shown by LAPL and necessary Industrial standard pumps, pipes and ancillaries like cable board with RCB for filling water tanker is in Bidder(s) scope. Contractor should strictly comply with above water spraying requirement to control environmental pollution. LAPL reserves its right to recover cost on account of any violation on this account by the Bidder(s).
- f) Approach roads/ramps at ash pond shall be maintained by the Bidder(s) during execution of the work as per road safety guidelines without any financial implication to LAPL.
- g) Ramp required for safe access & exit of vehicles inside ash dyke (pond) will be constructed & maintained as per the road safety standards. Required earth for inside of ash pond for vehicle movement & Royalty to be paid by the Bidder(s). Handrails with reflective tapes will be required to be installed on both sides of ramps by Bidder(s). Soil Royalty payment will be also in the scope of Bidder(s) and for the same Challan need to be submitted as a proof of payment.
- h) Before commencement of excavation work, wetting of pond ash shall be within the purview of the Bidder(s) to maintain the required moisture requirement of NHAI.

2.2. Equipment: -

The Bidder(s) shall have to engage following equipment in sufficient numbers for proper execution of work in time bound manner & as well as for-ramp preparation/dyke internal road preparation as when required: -

- a) TIPPERS/DUMPERS/HYVAS,
- b) EXCAVATORS,
- c) WATER TANKERS,
- d) DOZERS/JCB

Bidder(s) must also have the capability to arrange for replacement of any machinery in the event of their breakdown. All machinery (Hyvas/tipper/excavator/dozer/water tanker etc.) and manpower required for loading, shifting, unloading, compaction, cleaning, etc. is in Bidder(s) scope.

2.3. Transportation of Ash

Nuisance free and pollution free transportation should be the main conditions of transportation of ash in leak proof covered dumpers up to the dumping area as per MOEF&CC and NHAI guidelines.

- a) Transported ash in the dumpers should be disposed at the approved site by NHAI/NHAI Authorized agency. All necessary precautions must be taken to avoid pollution due to disposal of ash.
- b) The charges of fuel, machine maintenance, oils, operator, and helper charges are in the scope of Bidder(s).

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- c) Machine marching is in the scope of Bidder(s), no other charges will be paid for any transportation, machine movement after closing of daily work. All transportation of machines & tools, marching is in the scope of Bidder(s).
- d) The empty and loaded dumpers must follow the route as directed by the LAPL Engineer-in-Charge (EIC) i.e. HOD, Civil Department.
- e) The route for transportation of ash to various locations must be finalized in consultation with NHAI/NHAI Authorized Agency.
- f) The body of the vehicles engaged for transportation shall be perfectly leak proof.
- g) There will be no consideration for idle and escalation charges during the contract period
- h) For any environment impact act against MOEFF&CC guidelines, the Bidder(s) shall be responsible and attend to the same at their own cost. The Bidder(s) shall be responsible for any adverse environmental impact due to dumping of the ash. Ash is to be transported properly in covered trucks and there shall be no spillage during transportation. Cleaning of ash spillage from roads inside/outside plant shall be in scope of bidder(s).
- i) The Bidder(s) to coordinate with existing ash pond bund maintenance contractors and other contractors for smooth flow of work and avoid any dispute.
- j) Ash to be transported according to designed carrying capacity of trucks.
- k) Ash to be dumped only at designated place mentioned by NHAI/NHAI Authorized Agency. Record to be maintained at unloading area for each load and slips/excel sheet signed copy to be submitted along with bill.
- l) Vehicle registration number and mobile number of the Bidder(s) must be displayed clearly on front, back, left, and right of the vehicles.
- m) This shall not be a lump sum contract; payment shall be made based on actual lifting quantity.
- n) Contract period shall be mentioned in work order and the work should be carried as per the instruction of EIC. Hyvas/tippers engaged for ash transportation should be fully covered with tarpaulin without any spillage after loading inside of ash pond only. Tarpaulin for covering purpose will be in Bidder(s) scope.
- o) Construction of entry & exit ramp with respect to change in location for lifting ash will be in the scope of Bidder(s).
- p) All the resources required for lifting of ash from dyke in Hyvas/tippers will be in scope of Bidder(s).
- q) All temporary approaches required if any, shall be in the scope of Bidder(s) & has to be made at dyke or at dumping/disposal site.
- r) Safety & others sign boards should be placed at ash dyke (pond) and on the route of the transportation inside LAPL or as per instruction of EIC.

2.4. Measurement

LAPL is having RFID enabled weighbridge. "Single Tare weight" will be done for a truck for a day in its first trip and for subsequent trips on the same day, only gross weighments will be done. The following guidelines to be followed by the Bidder(s):-

- a) Both, Tare and Gross weightment of trucks to be done at LAPL weighbridge. Weightment at LAPL Weigh Bridge shall be considered as final and binding.
- b) In case of Weighbridge shut down/maintenance, designed capacity weight of vehicle will be given if truck filled full & Tare weight of the vehicle will be considered as per the previous records.
- c) LAPL has implemented RFID system. After vehicle registration, RFID cards will be issued for all vehicles. Bidder(s) are responsible to run the vehicle throughout the contract period. The cost of RFID cards shall be borne by Bidder(s).
- d) LAPL EIC shall certify the monthly quantity lifted by Bidder(s) as per LAPL weighbridge report. For this

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LAPL weigh bridge report shall be considered for all commercial purposes.

- e) The vendor should ensure to submit the quantity certification (CUM & MT) for transported quantity from NHAI/NHAI authorized agency for bill processing & also on daily basis the dumping quantity certification on weightment slip/challan from NHAI site team.
- f) The distance shall be considered from Ash dyke (pond) to designated dumping point at NHAI project site.

2.5. Housekeeping

Bidder(s) have to make arrangements to control fugitive dust emissions during excavation, loading and transportation of ash within LAPL premises. The following housekeeping work has to be done at ash dyke (pond), weighbridge and entire route of ash transportation:-

- a) Housekeeping of the surround work done area is to be completed without any delay, after completion of respective job.
- b) Ash to be transported should be conditioned with water to maintain as per the requirement of NHAI, minimum of 18% moisture at the disposal point so that ash does not get air borne and cause fugitive emission.
- c) Adequate free board in trucks should be kept avoiding overflow/spillage during transportation.
- d) In case of any spillages in entire route during transportation of ash, the Bidder(s) shall ensure that spilled ash is collected and transported to the disposal/usage site immediately.
- e) Road sweeping and cleaning in frequent intervals is in the scope of bidder(s).
- f) Water sprinkling continually to suppress the fugitive emissions 4 (four)- times/as required to control in each shift including Sundays and holidays within inside plant ash transportation route.
- g) Ensure all filled trucks covered with tarpaulin.

2.6. Compliances

- a) Obtaining statutory permission from Regulatory Authorities such as CECB as per the requirement, all liaisoning work including requirement to obtain approvals/NOCs from statutory bodies shall be in the scope of Bidder(s). LAPL shall only provide necessary documentation support.
- b) All statutory requirements as per the factory norms are in the scope of Bidder(s).
- c) After award of contract, the Bidder(s) have to obtain applicable clearances. All necessary approvals and clearances from Government and statutory bodies, liaisoning is in the scope of Bidder(s). Dumping of ash shall be done as per the applicable guidelines of both MOEF&CC (as amended from time to time) and NHAI guidelines.
- d) LAPL will endeavor to update the Bidder(s) about any change in legal requirements for loading/transportation/unloading etc. of ash. However, it is the responsibility of the Bidder(s) 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 any Bidder(s) performs any non-compliance in this regard. **In case** any penalties arise or cost are levied on LAPL due to non-compliance in this regard, the cost of the same will be borne by the Bidder(s)/recovered from Bidder(s) running bill/final bill or from retention money.
- e) The safety, statutory & environmental requirement are in the scope of Bidder(s). 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 pertaining to RTO, Tax, Vehicle fitness, Insurance, Valid license for excavator operators, drivers will be in scope of Bidder(s).
- f) All legal compliances related to vehicles to be fulfilled and all documents submitted before commencement of the job.

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- g) The Bidder(s) shall ensure to coordinate with NHA officials for any documentation, certifications related to the work done as required by the LAPL.

2.7. Others: -

- i) **PPE:** All PPEs required for the job shall be in scope of Bidder(s).
- ii) **Insurance:** Insurance of Bidder(s) material, machinery and manpower will be in scope of Bidder(s).
- iii) **Work Permit:** - For the carrying out all works involving gas cutting, relevant permits shall be obtained as per LAPL's permit process. Only industrial gas cylinders shall be used and required.
- iv) **Completeness:** All the resources required and jobs to be executed for completion of work as per the contract shall be arranged by Bidder(s).
- v) **Security:** The security of the material, machinery and tools will be in the scope of Bidder(s) and LAPL shall not be responsible for any theft or loss of any material.
- vi) **Boarding & Lodging:** Boarding and lodging of manpower supplied by Bidder(s) for completion of job shall be in scope of Bidder(s).
- vii) **Transportation:** Transportation of manpower, material and machinery required for the completion of work shall be in scope of Bidder(s).

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 LAPL vehicle safety guidelines, will be banned for entry.
- d) Bidder(s) to deploy, flag men at entrances and exit of ash 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 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 mutually agreed SOP/Work Order.
- l) 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,

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- 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 area and roadside.
 - 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.
- 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 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.
- j) Safety supervisors for monitoring of the ash excavation jobs and traffic controller (as per

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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.
- l) Use of Mobile phones while driving hywas and during loading of ash is not allowed.
- m) **COVID GUIDELINES:** Bidder(s) shall ensure to strictly follow the latest applicable COVID Guidelines for all workmen including drivers.
- n) **COVID VACCINATION:** All employees of Bidder(s) including drivers must have COVID Vaccination Certificate (At least single dose).
- o) **PRE-EMPLOYEMENT MEDICAL CHECK-UP:** Contractor 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
 2. Colour blindness/Night blindness
 3. Deafness
 4. 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

Details guidelines are available at schedule no. 6

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 5% of contract value or Rs. 2500,000/- (Rupees Twenty Five 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: -**
- a) Successful Bidder(s) should issue Fortnightly invoice for the quantity lifted/disposed during the period
 - b) Eighty Percent (80%) of invoice amount (80 % of basic amount & 100 % of GST amount) shall be released within 15 days of submission of following documents:
 - i. Tax Invoice.
 - ii. Quantity statement duly certified from EIC – LAPL
 - iii. challan duly signed by NHAI/ NHAI authorized agency and weighment slip
 - iv. Statutory compliances e.g. wages payment, PF, ESIC etc. as defined in tender document
 - c) Ten percent (10%) of basic amount of each running bill shall be released on receipt of "Quantity Confirmation duly certified by NHAI/NHAI authorized agency" as elaborated in clause no. 2.4.e.
 - d) Ten percent (10%) of basic amount of each running bill shall be kept on hold and shall be released only after Six (06) months after successful completion of the contract and certification by EIC -

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Tender Specification No: LAPL/ASH/TRANS/2023-24/14**Dated: 27.11.2023****Last Date of Bid Submission is 06.12.2023**

LAPL. In case vendor submits security deposit bank Guarantee (SDBG) equivalent of 10% of basic order value, 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 3 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. Warranty defect liability: -

Warranty defect liability shall be 06 months from the date of completion of entire work. During warranty 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. Liquidated damages for delay in completion of work: -

Time is the essence of the contract. Bidder(s) shall ensure that the services are carried out within the specified work completion schedule and in case work is delayed beyond the specified work completion schedule, Bidder(s) shall be liable to pay Liquidated Damages (LD) charges by way of penalty @ 0.5% of total contract value per each week of delay or part thereof subject to maximum Five (05%) of total basic contract value plus GST.

4.7. 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).

4.8. 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):-

- i) 1 No. site supervisor at dyke and 1 no. safety supervisor at dyke in each shift
- 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.
- iv) Housekeeping manpower for daily road cleaning and on as and when instructed by the EIC.
- v) Minimum 20 no. of hywas/vehicles for lifting of Ash.
- 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.

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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.

4.9. Deductions and penalties: -

- i) LAPL shall be entitled to recover from Bidder(s) bills all cost, damages, expenses which may have to incur or become liable to incur as a result of Bidder(s) negligence or any other action including failure in control of fugitive emission within and outside the plant that may originate such cost, charges, expenses etc. 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.
- ii) 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.
- iii) 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.
- v) 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 NHAI projects 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.**

4.10. Indemnity: -

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

LANCO AMARKANTAK POWER LIMITED**Corporate office:** Lanco Amarkantak Power Ltd. Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, IndiaT: +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

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5) QUALIFICATION REQUIREMENT: -

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: -

- a) 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.
- b) Bidder(s) must have at least INR Six (6) Crores annual turnover in any of the preceding three financial years.
- c) Bids received under "Bidding Consortium" or "Joint Venture" mechanism shall not be considered.
- d) 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 submit the required information with all relevant details & supporting documents. The following documents are required to be submitted for qualification: -

- a) Company profile along with credentials.
- b) Copies of the Letter of Award/Purchase orders/Contracts and Certificate (s) from the Client(s) for successful execution of the assignment with value and period of execution. (Refer Schedule 1)
- c) Audited Balance sheet and profit & loss statements – (Refer Schedule 2).

7) EARNEST MONEY: -

7.1. The Bidder(s) are required to deposit the Earnest Money of INR 5,00,000 (Rupees Five Lakhs) through any of following means: -

- a) 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**

7.2. Bidder(s) with MSME registration shall also deposit EMD.

7.3. No interest is payable to Bidder(s) on EMD amount

7.4. In case any Bidder(s) does not submit EMD along with their bids, LAPL reserves the right to reject the

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Tender Specification No: LAPL/ASH/TRANS/2023-24/14**Dated: 27.11.2023****Last Date of Bid Submission is 06.12.2023**

bid at its sole discretion.

- 7.5. In case, any successful Bidder(s) refuses to honor the contract awarded to him, his EMD shall be forfeited.
- 7.6. 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.
- 7.7. EMD of successful Bidder(s) shall be adjusted in contract Performance guarantee amount.

8) PRE-BID MEETING & SITE VISIT:-

The Bidder(s) are advised to attend pre-bid meeting (if organized by LAPL). Bidder(s) are advised to undertake site visit for understanding of LAPL expectation from Bidder(s) in terms of safety, health, environment, human rights, ethics, modern slavery act etc. Bidder(s) are advised to acquaint themselves with the actual job, Site conditions 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(s) shall submit the declaration of site visit as per **Schedule-4**, thereby amounting to consonance to such indemnification, as mentioned above.

9) 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.

10) 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**.

- Price shall be quoted in Indian Rupees only.
- Bid price 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).
- LAPL shall deduct applicable taxes at source (TDS) as per IT Act 1961.
- 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.
- Bids must be submitted solely based on the Bidding Documents and must be free of any qualifying statements.
- Bidder(s) shall submit offers that comply with the requirements of the Bid Document.

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Corporate Identity Number: U40109TG2001PLC03265

Tender Specification No: LAPL/ASH/TRANS/2023-24/14**Dated: 27.11.2023****Last Date of Bid Submission is 06.12.2023**

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.

11) 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.

12) CONTRACT PERIOD: -

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

13) CONTRACT QUANTITY ALLOCATION: -

- i. LAPL reserves the right to award the contract to more than one Bidder(s) in order to maximize ash disposal quantity for Road Construction Projects as per requirement furnished by NHAI. 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)}
 - b) Quantity allocation by NHAI.
 - c) NHAI/NHAI authorized agency's schedule and quantum of ash requirement
- 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 in NHAI allocation quantity. 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.

14) SUBMISSION OF BIDS: -

The bid shall be submitted in **Hard copy in two parts**. Bidder(s) shall seal the original and copy of each part of the bid separately in inner and outer envelopes duly marking the envelopes "**Original**", "**First Copy**",

The Inner and Outer Envelopes shall bear the following identification:-

- a) "**BID FOR 'ASH TRANSPORTATION TO NHAI ROAD PROJECTS**
- b) **TENDER SPECIFICATION NO**
- c) "**DO NOT OPEN BEFORE DATE AND TIME OF BID OPENING**".

- The first envelope containing the first part of the bid shall be super scribed "**PART-I- TECHNICAL BID**".

Part-I-Technical Bid (Original Hardcopy-1 Set, First Hard Copy 1-Set, .

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Tender Specification No: LAPL/ASH/TRANS/2023-24/14**Dated: 27.11.2023****Last Date of Bid Submission is 06.12.2023**

- a) Tender acceptance duly signed and stamped
 - b) Document required for meeting qualification criteria as mentioned in clause no 6
 - c) Statutory Applicable clearances if required.
 - d) Schedule 01 [PREVIOUS EXPERIENCE AND CURRENT WORK]
 - e) Schedule 02 [FINANCIAL TURNOVER]
 - f) Schedule 03 [SCHEDULE OF DEVIATIONS in bid]
 - g) Schedule 04 [DECLARATION OF SITE VISIT BY THE BIDDERS]
 - h) Schedule 05 [List of Equipment to be deployed by by Bidder]
- The second envelope containing the second part of the bid shall be super scribed "**PART-II-COMMERCIAL BID**"

Part-II- COMMERCIAL BID (Original Hardcopy-1 Set, having the following information:-

- a) Price Bid schedule.

Part I & II-Commercial Bid (Original Hardcopy-1 Set, First Hard Copy) shall be addressed to and submitted to:-

**Sr. Manager (C&M),
Lanco Amarkantak Power Limited,
Administrative Block, Village- Patadi,
Post office – Tilkeja, Korba,
Chhattisgarh, Pin - 495674
Mob. No – 8966905271,
Email: sandeep.kp@lancogroup.com**

15) 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 Bidder(s) subject to the original deadline will thereafter be subject to the new deadline as extended.

16) 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.

17) 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 to tender conditions shall only be considered.

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18) 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 Bidder(s) or other persons not officially concerned with such process.
- b) Any effort by any Bidder(s) 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 such Bidder(s) and all existing successful bids in hand, if any, shall be deemed to be cancelled.

19) CLARIFICATION OF BIDS SUBMITTED BY BIDDER(S):-

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

20) CORRECTION OF ERRORS:-

Bids will be checked by LAPL for any arithmetical errors in computation and summation. Errors will be corrected by the LAPL as follows: -

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the LAPL there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
- c. If any Bidder(s) does not accept the correction of errors as outlined above, his bid will be rejected.

21) AWARD CRITERIA: -

LAPL shall award the contract to the Bidder(s) whose bid(s) have been found compliant to tender conditions after Bid evaluation. Depending upon the requirements furnished by NHAI & the quantity of ash to be evacuated from the ash dyke /pond, LAPL reserves its right to award the contract to more than one technically qualified Bidder(s).

22) 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.

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23) 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).

24) SIGNING OF AGREEMENT:-

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

25) CRITICAL DATES FOR BIDDING PROCESS:-

S. No	Description	Date
1	Last date for site visit	05 th December 2023
2	Last date & time for submission of bids (technical + commercial)	06 th December 2023 till 5PM

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

26) 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 quantity of ash to be used for NHAI requirements. In such cases of non-performance of such successful Bidder(s), no further time shall be given to the

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Tender Specification No: LAPL/ASH/TRANS/2023-24/14**Dated: 27.11.2023****Last Date of Bid Submission is 06.12.2023**

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 NHAI projects.

27) Force Majeure:-

- a. 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.

28) JURISDICTION:-

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

29) 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: -

- 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.

30) 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).

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<< 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 ASH TO NHAI ROAD PROJECTS

SL No	Description	Rate excluding GST (in Rs. per MT)
Transportation of Ash from LAPL Plant Ash dyke (pond) to NHAI Road Projects		
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 (in %) : -----

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, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India

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ANNEXURE B – QUANTITY SCHEDULE

Declaration of minimum & Maximum committed off take by Bidder(s)

We hereby 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 :

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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	Work order quantity	Value of Contract Rs. in Lakhs	Completion Time as stated in the Contract	Percentage of work Completion	Remarks
1	2	3	4	5	6	7	8
I. Previous Work Details:-							
II. Current work in hand							

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.

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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(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	

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

SCHEDULE 3 - SCHEDULE OF 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).

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

The Bidder(s) hereby certifies that the above mentioned are the only deviations from the LAPL's tender documents

SIGNATURE -----

COMPANY SEAL NAME -----

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 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

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

SCHEDULE 5 - LIST OF EQUIPMENTS TO BE DEPLOYED BY BIDDER(S)

Bidder(s) shall furnish in the format given below List of Equipments to be deployed for transportation of ash from LAPL's plant ash dyke (pond) to NHAI Road projects site:

S. No	Description	Quantity

*We as a Bidder(s) under the tender document shall be held responsible for deployment of the above specified equipments as required at LAPL's plant ash dyke (pond)

SIGNATURE -----

COMPANY SEAL NAME -----

COMPANY -----

DESIGNATION -----

DATE -----

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SCHEDULE 6 - LIST OF APPENDICES

The following enclosures are part of tender documents. In case of inconsistency, this tender document supersedes the General Terms and Conditions for Services, Safety Guidelines, Special Safety Guidelines and Bidder Safety Management.

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

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