

Tender Specification No: LAPL/ASH/TRANS/2022-23/07

Dated: 19.09.2022

Last Date of Bid Submission is 03.10.2022

**“NOTICE INVITING TENDER”****ASH TRANSPORTATION TO NHAI ROAD PROJECTS**

Lanco Amarkantak Power Ltd., (“LAPL”) intends to engage experienced and financially sound Bidders for Transportation of Ash from 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 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	: 19/09/2022
Last Date and Time for Submission of Bids	: 03/10/2022 at 16:00 Hrs.
Date and Time of Bid Opening	: 04/10/2022 at 11:00 Hrs.
Bid Security (Earnest Money)	: <b>Bid Security Fee is Rs.5,00,000.00 (Five Lakhs Only)</b> <b>Any Bid submitted without Earnest Money shall not be considered</b>
Bid validity period	: 4 months from last date of bid submission
Address for Communication	: <b>Materials Department, Lanco Amarkantak Power Limited, Administrative Block, Village- Patadi, Post Office-Tilkeja, Korba, Chhattisgarh-495674.</b> <b>Contact Number-8966905271, e-mail-<a href="mailto:sandeep.kp@lancogroup.com">sandeep.kp@lancogroup.com</a></b>

**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**

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- 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.  
Mob. No.-8966905271, 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 bids from Bidders 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) The tentative Quantity of Ash is 15,00,000 (Fifteen Lakhs approx) CuM of Ash subject to receipt of required allocation from NHAI.
- b) Utilization of ash from ash dyke / silos 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.
- c) Bidders have to adhere NHAI/NHAI authorized agency requirement of ASH.

The Bidders 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 ash transportation (As is where is basis/required basis), Bidder(s) agreed to accept the work order from Lanco Amarkantak Power Ltd. with the following detailed scope of work:-

**2.1) Excavation at LAPL Dyke**

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

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- b) The bidder shall excavate the ash from the ash ponds by mechanical means such as excavators. The Bidder 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 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 Contractor.
- f) Approach roads/ramps at ash pond shall be maintained by the Bidder 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 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. Handrails with reflective tapes will be required to be installed on both sides of ramps by Bidder. Soil Royalty payment will be also in the scope of Bidder 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 bidders to maintain the required moisture requirement of NHAI.

## 2.2) Equipments:-

The bidder will have to engage following equipments in sufficient numbers for proper execution of work in time bound manner for ramp preparation/dyke road preparation:-

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

The bidder 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.
- c) Machine marching is in the scope of Bidder, no other charges will be paid for any transportation,

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- machine movement after closing of daily work. All transportation of machines & tools, marching is in the scope of Bidder.
- d) The empty and loaded dumpers should 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 should 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 except diesel price variation clause as defined in tender documents. **Refer point no. 10(g)**
  - h) Top covering of vehicles with tarpaulin during transportation and to ensure no leakage/no spillage of ash is in the scope of Bidder to prevent emission of ash during transportation.
  - i) For any environment impact act against MOEFF&CC guidelines, the Bidder will be responsible and attend to the same at their own cost. The Bidder will be responsible for any adverse environmental impact due to dumping of the fly/pond 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 will be in scope of bidder.
  - j) The bidder to coordinate with existing ash pond bund maintenance contractors and other bidders for smooth flow of work and avoid any dispute.
  - k) Ash to be transported according to designed carrying capacity of trucks.
  - l) 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.
  - m) Vehicle registration number and mobile number of the Bidder must be displayed clearly on front, back, left, and right of the vehicles.
  - n) This shall not be a lump sum contract; payment shall be made based on actual lifting quantity.
  - o) 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.
  - p) Construction of entry & exit ramp with respect to change in location for lifting ash will be in the scope of bidder.
  - q) All the resources required for lifting of ash from dyke in Hyvas/tippers will be in scope of Bidder
  - r) All temporary approaches required if any, shall be in the scope of bidder & has to be made at dyke or at dumping/disposal site.
  - s) Safety & others sign boards should be placed at dyke and on the route of the transportation inside LAPL or as per instruction of EIC.

## 2.4) Measurement

- a) Excavation area shall be allotted by the EIC.
- b) Measurement will be taken as per carrying capacity of vehicles in CuM and for the same one time vehicles registration shall be required in LAPL RFID system. Measurement of allotted excavation area will also be done as per instructions of EIC, LAPL. However weighment shall be done at our weighbridge for our internal record / cross check/audit purpose.
- c) In case of RFID shut down/maintenance, LAPL weighbridge data shall be considered for no. of trips/cum quantity purpose.
- d) After vehicle registration, the responsibility of Bidder to run the vehicle throughout the contract period and RFID cards will be issued for all vehicles. The cost of RFID cards will be in the scope of Bidders.

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- e) LAPL EIC shall certify the monthly quantity lifted by Bidder as per LAPL report & Weighbridge report.

## 2.5) Housekeeping

Bidder has 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 dyke, 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 minimum of 15% 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 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.
- f) Water sprinkling continually to suppress the fugitive emissions 4 times/as required to control in each shift including Sundays and holidays for 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. LAPL shall only provide necessary documentation support.
- b) All statutory requirements as per the factory norms are in the scope of bidder.
- c) After award of contract, the bidder has to obtain applicable clearances. All necessary approvals from Government and statutory bodies clearance, liaisoning is in the scope of Bidder. Dumping of ash shall be done as per the applicable guidelines of MOEF&CC (as amended from time to time) and NHAI guidelines.
- d) LAPL will endeavor 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 have to be borne by Bidder. The cost of the same will be borne by the Bidder/recovered from Bidders running bill/final bill or from retention money.
- e) The safety, statutory & environmental requirement are in the scope of Bidder. The Bidder 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. RTO, Tax, Vehicle fitness, Insurance, Valid license for excavator operators, drivers will be in scope of Bidder.
- f) All legal compliances related to vehicles to be fulfilled and all documents submitted before commencement of the job.
- g) The contractor shall ensure to coordinate with NHAI officials for any documentation, certifications related to the work done as required by the LAPL.

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**3) GUIDELINES:-****3.1) General guidelines for transportation of ash**

The qualified bidder (Bidder) 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 will be provided by LAPL & Bidder 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 Bidders.
- 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 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 has to deploy resources for maintenance of ash dyke access road & the top of embankment to ensure safe access to the loading point.
- f) Bidder 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 needs to ensure availability & usage of movable fences & Traffic cones near excavated area inside ash dyke/near pond.
- h) The Bidder 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 shall be fully responsible for the operation of the machinery. For any incident due to mishandling or faulty operation of the Bidder/Bidder's workers, such Bidder will 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, in which the No. of trips per Hywas, loading time, vehicle break down time etc. is to be properly registered.
- n) The dumpers should not carry beyond the maximum designed capacity.
- o) Proper managed of TAT should be done to avoid accumulation of truck & road blockage.
- p) Loading shall be done on 24X7 basis on all days of the week.
- q) Repair, rectification and correction of the bund to be done by Bidder, if any, arises during the period of the execution.
- r) The Bidder 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/Bidder's materials from inside or outside the plant premises, the Bidder 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.

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- 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 bidders.
- 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 qualified bidder (Bidder) 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 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 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 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 equipments (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 requirements in each shift from Bidder 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. 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 shall ensure to strictly follow the latest COVID Guidelines (LAPL Notice attached for reference) 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-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

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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.
  - 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:-**

a) As the health of the dyke is very important, proper maintenance at all time has to be ensured, if any damages done during the excavation, cost of repairing the same will be borne by the bidder.

**b) Payment terms: -**

- i) **Ninety Percent (90%) Payment** shall be released within 15 days of submission of Tax Invoice along with **“Compacted Quantity Confirmation duly certified by NHAI/NHAI authorized agency”** and all compliances e.g. wages payment, PF, ESIC payments, etc.
- ii) **Ten percent (10%) of basic amount of each running bill shall** be kept towards Performance Security shall be released only after Four (04) months, upon successful completion of the contract. In case vendor submits SDBG equivalent of 10% basic order value, hold amount shall be released immediately.

In case the Bidder fails to execute the entire contract, for reasons not attributable to LAPL, LAPL reserves the right to forfeit the Performance Security. In case the LAPL incurs any liability during the defect liability period, LAPL reserves the right to forfeit the performance security, in addition of recovery of cost incurred by LAPL in excess of the amount of performance security.

**c) Warranty defect liability:-**

Warranty defect liability shall be 04 months from the date of completion of entire job. During warranty period, if any problem arises related to work done then the same shall be addressed & resolved by the Bidder at free of cost.

**d) Liquidated damages for delay in completion of work:-**

Time is the essence of the contract. Bidder 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 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 contract value plus GST.

**e) Taxes:-**

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

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charge mechanism basis as statue.

**f) Mobilization:-**

Mobilization of manpower, material, tools and machinery shall be done within 10 days from the date of issuance of PO/LOA or date of intimation of site clearance by LAPL EIC. In case there is delay in issuance of gate pass by LAPL due to non-provision of required documents as per the process, the same shall be in Bidder's account. Contractor should deploy adequate number of manpower and machine for smooth and timely supervision and execution of work, however, the following manpower and machines are required to be deployed on a compulsory **before commencement of work** and during the entire period of execution **in 24 X 7 (each shifts):-**

- i) 1 No. site supervisor at dyke and 1 no. safety supervisor at dyke
- 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 50 Nos. of Hyva/tippers.
- vi) Safety & others sign boards should be placed at dyke and on the route of the transportation inside LAPL or as per instruction of EIC.

A register is to be maintained by ash dyke 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.

**g) 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 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 shall be deducted from any sum which may become due to Bidder at any time thereafter under this or any other contract Bidder may have with us. Should this sum also not be sufficient to cover the full amount recoverable, then we reserve our right to recover the same as remedies available under the law.
- iii) If there **is any delay in completion of work** on the part of the Bidder 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. 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.
- iv) 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

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prevailing market rate plus departmental expenses shall be recovered from Bidder bills / security deposit amount.

- v) For any accident due to the negligence of the Bidder/ Bidder's deployed agencies/workers or sub bidders, following penalties shall be levied.
  - For fatal accident-Rs.20 lakhs/- (or to be decided by LAPL).
  - For reportable accident (Permanent disability)-Rs. 10 lakhs/- (or to be decided by LAPL)
- vi) 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.
- vii) **LAPL shall recover from Bidder's bills Safety, environment & statutory deviations.**

**h) Indemnity:-**

Bidder shall keep LAPL indemnified from all liabilities resulting out of this contract and act of Bidder workman, including but not limited to taxes & duties, damages, penalties, fines, punitive measures, lawyer fees etc. of whatever nature due to non-compliance by Bidder in his scope of the applicable statutory laws, rules, notifications etc. **(Reference - Annexure-VI)**

**i) Others:-**

- 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) **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.
- v) **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.
- vi) **Boarding & Lodging:** Boarding and lodging of manpower supplied by Bidder for completion of job shall be in scope of Bidder.
- vii) **Transportation:** Transportation of manpower, material and machinery required for the completion of work shall be in scope of Bidder

**5) QUALIFICATION REQUIREMENT:-**

To be eligible for Award of Contract, Bidders shall provide evidence, satisfactory to LAPL, of their eligibility and of their capability and adequacy of resources to carry out the subject contract effectively. Bids submitted shall include the following information:

- a. Bidder must have sufficient equipments as per clause no. **4 (f)** to execute the work.
- b. Bidder must have experience in similar type of work, having coordinated with Administration for smooth flow of dumping of Ash.
- c. Bidder must have minimum experience of 5 Lakhs quantity (MT or CuM) execution of similar work ash in the preceding two years (cumulative).
- d. Bidders must have at least Five (5) Crores annual turnover in any of the preceding last three financial years.
- e. Bidders with unsatisfactory performance of similar type of work with LAPL will not be considered.

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**6) DOCUMENTS TO BE SUBMITTED FOR QUALIFICATION REQUIREMENT:-**

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

- a) Complete company profile along with credentials.
- b) Details of similar type of work experience during the past three years or currently working. **Refer Schedule 1.**
- c) Audited Balance sheet and profit loss statement of last three years. **Refer Schedule 2** (Turnover to be certified by CA, If audited Balance sheet and profit loss statement is not available for FY 2021-22).
- d) Deviation(s) taken by the Bidder in any of the clauses of this tender document. **Refer Schedule 3**
- e) Declaration of site visit (LAPL) as per format prescribed in **Schedule-4.**
- f) List of equipments owned by bidder as per format prescribed in **Schedule-5.**
- g) Work Completion Certificates

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

**7) EARNEST MONEY:-**

**The bidders are required to deposit the Earnest Money of INR 5,00,000 (Rupees Five Lakhs) through Demand Draft in favor of "LANCO AMARKANTAK POWER LIMITED", Payable at "Korba" having validity of Three Months from the date of Tender Submission.**

- a) Bidders with SSI (MSME) registration shall also deposit EMD.
- b) If any bidder unable to submit physical demand draft can also participate by deposit the EMD through NEFT/RTGS A/c details may be shared on request.
- c) In case any bidder does not submit EMD along with their bids, LAPL reserves the right to reject the bid at its sole discretion.
- d) In case, a successful bidder refuses to honor the contract awarded to him, their EMD shall be forfeited.
- e) For unsuccessful bidders, the Earnest Money DD shall be returned within 7 days of the award of contract or after the expiry of validity period of the bids, whichever is later.

**8) 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.

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**9) AMENDMENT OF BIDDING DOCUMENTS:-**

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

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

**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**.

- a) Price shall be quoted in Indian Rupees only.
- b) Bid price shall be inclusive of all taxes, levies, cess and duties etc. except GST (on the invoice value as applicable on the date of invoice). At present GST shall be paid by the LAPL in reverse charge mechanism basis.
- c) LAPL shall deduct applicable taxes at source (TDS) as per IT Act 1961.
- d) Alterations to the Form of Bid and associated document shall not be permitted. Any alteration other than the filling in of blanks intended for that purpose or failure to comply with these instructions may result in the rejection of the bid.
- e) Bids must be submitted solely based on the Bidding Documents and must be free of any qualifying statements.
- f) Bidder shall submit offers that comply with the requirements of the Bid Document.
- g) **Price Variation:-** Bid price will be firm and fixed for a period of 12 Months. However price variation will only be allowed for variation on account of variation in diesel prices. Formula for the same is given below:-

Proportionate rate variation on account of increase or decrease in diesel price beyond 5% would be allowed. This price variation would be applicable on 33% of the rate quoted by the bidder. For avoidance of doubt, it should be expressly understood that this variation would be applicable both ways i.e. proportionate increase in rate (applicable on 33% of quoted rate) in case of diesel price increase beyond 5% and similarly proportionate reduction in rate (applicable on 33% of quoted rate) in case of diesel price decrease beyond 5%. There shall not be any change in rate as long as the increase or decrease in diesel prices is less than 5%." Reference date of diesel shall be considered as last date of bid submission or extended as the case may be. Price variation shall only applicable only if diesel price shall vary upwards/downwards by more than 5% from the diesel price as on reference date.

**Diesel escalation:**

Price variation due to Diesel will be applicable as per following formula.

$$NAV = ((CAD - BP) / BP) * 33\% * QR$$

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NAV= New arrived Value rate in INR

CAD= Current Average Diesel price at Korba on 1st and 15th day of each month from the following

BP= Base Diesel price as INR 100/-per Ltr. **(Indicative only)**QR= Quoted Unit rate Rs. 200/- per CuM **(Indicative only for calculation- Actual rate will be taken at the time of final negotiation)****Instance 1 (increase in diesel price)**

BP= INR 100/-

QR= 200 INR/CuM

CAD=  $(106+108)/2 = 107$  (Considering rate of diesel is 106 & 108 for 1st and 15th of the month)NAV=  $((107-100)/100)*0.33*200=4.62/-$ 

Diesel escalation shall be INR 4.62/- so unit rate QR shall be INR 204.62/-

**Instance 2 (Decrease in diesel price)**

BP= INR 100/-

QR= 200 INR/CuM

CAD=  $(96+94)/2 = 95$  (Considering rate of diesel is 96 & 94 for 1st and 15th of the month)NAV=  $((95-100)/100)*0.33*200=-3.3$ 

Diesel escalation shall be INR -3.3/- so unit rate QR shall be INR 196.7/-

**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 and to be open for acceptance for a **Period of 4 months** from the last date of bid submission.

**12) CONTRACT PERIOD:-**

The initial period of contract will be for 12 months (excluding 3 months of monsoon) from the date of award of contract/LOA. However, during execution of the work and as per requirement of NHAI, the contract period may be extended at sole discretion of LAPL.

**13) CONTRACT QUANTITY ALLOCATION:-**

LAPL reserves the right to allocate Ash quantity to more than one successful bidders 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 bidders {limited to minimum committed quantity (refer **ANNEXURE B – QUANTITY SCHEDULE**)}, based on NHAI/NHAI authorized agency requirement and discussion/email confirmation.

- a) If the bidder fails to lift the allocated quantity (NHAI specified quantity), LAPL reserves the right to revise the allocated quantity. Allocated quantity shall be subject to requirement of NHAI/LAPL which is binding on the bidders. **LAPL's decisions in this case shall be final.**
- b) The initial work order will be issued as per the allotment letters received by LAPL from NHAI.

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- c) Quantity allocation will be based on performance of the Contractor which will be monitored for a period of 2 months from date of award of contract through regular review meetings. If the bidder (s) is able to successfully execute the work (allocated quantity as per NHAI/LAPL requirement), LAPL may increase the quantity allocation based upon their capability upto 100% of the awarded quantity at same rates. Bidder shall accept the same.

## 14) SUBMISSION OF BIDS:-

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

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

- a) "BID FOR 'UTILIZATION OF POND ASH"  
b) "DO NOT OPEN BEFORE DATE AND TIME OF BID OPENING".

The first envelope containing the EMD shall be super scribed "PART-I-EMD".

The Second envelope containing the first part of the bid shall be super scribed "PART-II-

**TECHNICAL BID". Part-II-Technical Bid (Original Hardcopy-1 Set, First Hard Copy 1-Set).**

- a) Applicable clearances  
b) Company profile  
c) Schedule 01 [PREVIOUS EXPERIENCE AND CURRENT WORK]  
d) Schedule 02 [FINANCIAL TURNOVER]  
e) Schedule 03 [SCHEDULE OF DEVIATIONS in bid]  
f) Schedule 04 [DECLARATION OF SITE VISIT BY THE BIDDERS]  
g) Schedule 05 [List of Equipment owned by Bidder]

- The third envelope containing the second part of the bid shall be super scribed "PART-III-

**COMMERCIAL BID" having the following information:-**

- Price Bid.

**Part III-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](mailto: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

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document/ its amendments. The LAPL may, in exceptional circumstances and at its sole discretion, extend the deadline for submission of Clarification/Bids by issuing Addendum(s), in which case all rights and obligations of the LAPL and the Bidders subject to the original deadline will thereafter be subject to the deadline as extended.

**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:-**

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.

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

**19) CLARIFICATION OF BIDS SUBMITTED BY BIDDER:-**

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

**20) CORRECTION OF ERRORS:-**

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

- a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the LAPL there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

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c) If a bidder does not accept the correction of errors as outlined above, their bid will be rejected.

**21) AWARD CRITERIA:-**

The LAPL will award the contract to the bidder(s) whose bid has been determined to be in line with the bid documents and who has offered the most competitive price, provided further that the bidder has the capability and resources to carry out the contract effectively. 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 ten/der in full or part considered advantageous to the LAPL irrespective of whether it is lowest or not, without assigning any reason whatsoever. Further, the LAPL reserves the right to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the LAPL's action.

**23) NOTIFICATION OF AWARD:-**

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

**24) SIGNING OF AGREEMENT:-**

The agreement shall be executed within 2 (two) week from the date of issue of Letter of Award.

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

S. No	Description	Date
1	Last date for site visit and pre bid meeting	19 <sup>th</sup> September 2022
2	Last date for submission of EMD	03 <sup>rd</sup> October 2022
3	Last date & time for submission of bids (technical + commercial)	03 <sup>rd</sup> October 2022
4	Bid opening Date (Technical + Commercial)	04 <sup>th</sup> October 2022

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

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

**26) TERMINATION:-**

For reasons covered elsewhere in this contract document including non-performance/poor performance/non compliances of environment and safety measures under the contract, if the contract is to be terminated, 15

**LANCO AMARKANTAK POWER LIMITED**

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(Fifteen) 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 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 may have taken in LAPL.

This contract can be also terminated by either of the parties or both by consent or agreement. However, if the Bidder 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 raise their claims on the Bidder in such case and the final amount shall be released subject to realization of LAPL claims.

## 27) JURISDICTION:-

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

## 28) ORDER OF PRECEDENCE:-

In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below subject to the above clause, all documents forming part of the contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The contract to be read as a whole:-

- a) The Work Order
- b) General terms and conditions of Contract -Annexure-I

## 29) DISPUTE RESOLUTION: -

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

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

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&lt;&lt; To be submitted on the Letter Head of the Company Submitting the Bid&gt;&gt;

**ANNEXURE A – PRICE SCHEDULE**

Price bid to be submitted by Bidders in the format

**TRANSPORTATION OF ASH TO ROAD PROJECTS**

SL No	Description	Rate per CuM (In Rs.)
<b>Transportation of Ash from LAPL</b>		
1	Distance from LAPL plant gate upto 05 KM	
2	Distance greater than 05 KM up to10 KM	
3	Distance greater than 10 KM up to15 KM	
4	Distance greater than 15 KM up to20 KM	
5	Distance greater than 20 KM up to25 KM	
6	Distance greater than 25 KM up to30 KM	
7	Distance greater than 30 KM up to35 KM	
8	Distance greater than 35 KM up to40 KM	
9	Distance greater than 40 KM up to45 KM	
10	Distance greater than 45 KM up to50 KM	

**Note: Cum=** Compacted Quantity of CuM as per NHAI certificate

Signature .....

Seal \_\_\_\_\_

**Note- Your Commercial bid envelop to contain price bid in the above format.****LANCO AMARKANTAK POWER LIMITED****Corporate office:** Lanco House Plot # 397, Udyog vihar Phase – III, Gurgaon-122 016, New Delhi Region, India

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

**ANNEXURE B – QUANTITY SCHEDULE****Declaration of minimum committed off take by bidder**

We hereby declare that we will shall off take .....in CuM quantity per month and .....MT in a year.

Signature .....

Designation .....

.....

(COMPANY SEAL)

**Date :****LANCO AMARKANTAK POWER LIMITED****Corporate office:** Lanco House Plot # 397, Udyog vihar Phase – III, Gurgaon-122 016, New Delhi Region, India**T:** +91-124 4741000 **F:** +91-124 4741024 ; **E:** [lapl@lancogroup.com](mailto:lapl@lancogroup.com)**Registered office:** Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India**T:** +91 40 40090400 **F:** +91 40 23116127**Project office:** Village – Pathadi, P.O.-Tilkeja, District-Korba , Chhattisgarh-495 674**T:** +91-7759-279 938 **F:** +91-7759-279 970[www.lancogroup.com](http://www.lancogroup.com)**Corporate Identity Number: U40109TG2001PLC03265**

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

**SCHEDULE-1****PREVIOUS EXPERIENCE AND CURRENT WORK**

The Bidder(s) shall furnish in the format given below, details of the current works in hand and other contractual commitments:-

Sl. No.	Name of Client with Address	Description of the Work	Value of Contract Rs. in Lakhs	Completion Time as stated in the Contract	Percentage of work Completion	Remarks
1	2	3	4	5	6	7
<b>I. Previous Work Details:-</b>						
<b>II. Current work in hand</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)

<b>Year:</b>	<b>2021-2022*</b>	<b>2020-2021</b>	<b>2019-2020</b>
<b>Total:</b>			

\* For the FY 2021-22 CA certification to be submitted if Audited Balance sheet and P&L not available.

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

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

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

SIGNATURE -----

COMPANY SEAL

NAME -----

COMPANY -----

DESIGNATION -----

DATE -----

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

**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 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 .....

.....

(COMPANY SEAL)

Company .....

.....

Date .....

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**SCHEDULE -5****LIST OF EQUIPMENTS OWNED BY BIDDER**

The Bidder shall furnish in the format given below List of Equipments owned by Bidder \*

S. No	Description	Quantity

\*Bidder can attach additional annexure if required for list of equipments.

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.

<b>S. 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	SPECIAL SAFETY GUIDELINES
4	ANNEXURE-IV	BIDDER SAFETY MANAGEMENT
5	ANNEXURE-V	NOTIFICATION FOR FORM-21 ISSUED BY GOVERNMENT OF C.G.
6	ANNEXURE-VI	INDEMNITY

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