

NOTICE INVITING TENDER FOR SUPPLY OF FLY ASH TO CEMENT MANUFACTURING PLANTS

Lanco Amarkantak Power Ltd., ("LAPL") is inviting tender from the following agencies for lifting of fly ash from LAPL and supplying to cement manufacturing plants:

1. Cement Manufacturing Company (s) lifting fly ash directly from LAPL silo through road mode to their own cement plants.
2. Transporters lifting fly ash from LAPL Silo through road mode and delivering to cement manufacturing plants.

The ash shall be lifted in closed bulkers in environment friendly manner strictly as per applicable MOEF&CC/ Central Pollution Control Board (CECB)/ Chhattisgarh Environment Conservation Board(CECB)/ Central/ State Govt. guidelines, as amended from time to time, for transportation of ash under road mode from LAPL power plant. This tender document is in compliance to the clause 5.3 of Ministry of Power (MoP) advisory 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 as amended on 30.12.2022.

TENDER SCHEDULE: -

Tender shall be uploaded on website <http://lancogroup.com>. Bidder must regularly visit the website to check for amendments/corrigendum (if any) till submission date. All amendments/corrigendum notifications will form as part of Bid.

Date of Issue/Publishing : 11/10/2023

Last Date and Time for Submission of Bids : 21/10/2023 at 14:00 Hrs.

Bid Security (Earnest Money) : NA

Bid validity period : 3 months from last date of bid submission

Address for Communication : **Materials Department,
Lanco Amarkantak Power Limited,
Administrative Block, Village- Pathadi, Post
Office-Tilkeja, Korba, Chhattisgarh-495674.
E-mail- sandeep.kp@lancogroup.com**

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

LANCO AMARKANTAK POWER LIMITED

Corporate office: Lanco House Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India

T+91-124-474 1000 F+91-124-474 1024

Registered office: Lanco House , Plot No-4, Software Units Layout , HITEC City, Madhapur , Hyderabad-500 081 ,A.P, India

T+91-440-40-4009 0400 F+91-40-23116127 E info@lancogroup.com

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

T+91-7759-279 938

www.lancogroup.com

Corporate Identity Number CIN- U40109TG2001PLC036265

CONTENTS

Sr. No.	Particulars	Page no.
1.	Introduction	3
2.	Scope of Work	3
3.	Special Terms & Conditions	6
4.	Qualification Requirements	7
5.	Amendment of Bidding Documents	7
6.	Bid Prices	7
7.	Bid Validity	8
8.	Contract Period	8
9.	Submission of Bids	8
10.	Deadlines for Submission of Bids	9
11.	Late Bids	9
12.	Bid Evaluation	9
13.	Process to be Confidential	9
14.	Clarification of Bids submitted by Bidder	9
15.	Correction of Error	9
16.	Award Criteria	10
17.	LAPL's Right to Accept any Bid and to Reject any or all bids	10
18.	Contract	10
19.	Critical Date for Bidding Process	10
20.	Termination Clause	10
21.	Force Majeure	11
22.	Jurisdiction	11
23.	Order of Precedence	11
24.	Dispute resolution	11
Annexure- A	PRICE SCHEDULE	13
Annexure- B	QUANTITY SCHEDULE	14
Annexure-C	SCHEDULE OF DEVIATION IN BID	15
Annexure-D	LIST OF ENCLOSURE	16
ANNEXURE-I	GENERAL TERMS AND CONDITIONS	
ANNEXURE-II	SAFETY GUIDELINE	
ANNEXURE-III	NOTIFICATION FOR FORM - 21 ISSUED BY GOVERNMENT OF CHHATTISGARH.	
ANNEXURE-IV	INDEMNITY FORMATE	

LANCO AMARKANTAK POWER LIMITEDCorporate office: Lanco House Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India

T+91-124-474 1000 F+91-124-474 1024

Registered office: Lanco House , Plot No-4, Software Units Layout , HITEC City, Madhapur , Hyderabad-500 081 ,A.P, India

T+91-440-40-4009 0400 F+91-40-23116127 E info@lancogroup.com

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

T+91-7759-279 938

www.lancogroup.com

Corporate Identity Number CIN- U40109TG2001PLC036265

INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

1. The Bid should be unconditional acceptance of the terms and conditions of the tender.
2. No over-writings or correction shall be accepted unless authenticated with signature.
3. All Communication, correspondence in relation to Bid must be addressed to:

Materials Department**Lanco Amarkantak Power Limited**

Administrative Block, Village- Pathadi,

Post office – Tilkeja, Korba, 495674

Email: sandeep.kp@lancogroup.com**1) INTRODUCTION: -**

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

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

2) SCOPE OF WORK: -

LAPL is inviting bids for lifting of fly ash (hereinafter referred as "ash") in road mode from LAPL silo as per the notifications issued by MOEF & CC (as amended from time to time) from the following agencies:

- Cement Manufacturing Company (s) lifting fly ash directly from LAPL silo through road mode to their own cement plants;
- Transporters lifting fly ash from LAPL Silo through road mode and delivering to the cement manufacturing plants.

Cement Manufacturing Company (s)/Transporters (hereinafter referred to as "Bidder(s)") can submit their bid for lifting of ash in road mode from LAPL silo as per the notifications issued by MOEF & CC (as amended from time to time) for consumption at cement plants.

2.1. Loading at silo: The Bidder shall place the vehicles at silo for loading as per direction of the LAPL designated Engineer - in - Charge (EIC) Bidder shall also undertake all the necessary precautions at his own cost to avoid leakages. The empty and loaded bulkers should follow the route as directed by the LAPL Engineer - in - Charge (EIC) i.e. HOD, Operation.

2.2. Mobilization: Sufficient Bulkers must deploy to ensure daily average quantity is lifted.

2.3. Transportation: Nuisance free and pollution free transportation shall be essential requirement of transportation of ash in leak proof closed bulkers from LAPL power plant to the cement plants.

2.4. Disposal of ash: Transported ash in the Bulkers through road mode should be disposed at the

LANCO AMARKANTAK POWER LIMITED

Corporate office: Lanco House Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India

T+91-124-474 1000 F+91-124-474 1024

Registered office: Lanco House , Plot No-4, Software Units Layout , HITEC City, Madhapur , Hyderabad-500 081 ,A.P, India

T+91-440-40-4009 0400 F+91-40-23116127 E info@lancogroup.com

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

T+91-7759-279 938

www.lancogroup.com

Corporate Identity Number CIN- U40109TG2001PLC036265

Tender Specification No: LAPL/ASH/TRANS/2023-24/13**Dated: 11.10.2023****Last Date of Bid Submission is 21.10.2023**

designated Cement manufacturing plant only. All necessary precautions should be taken to avoid pollution due to disposal of ash.

- a) Fly ash will be provided from LAPL silo at free of cost.
- b) The Distance from LAPL Silo to LAPL Ash Exit Gate is about 2.5 Km.
- c) Lifting of fly ash, transportation and its safe disposal shall be in the scope of Bidder including all costs & liabilities.
- d) The agreed rate of lifting shall remain firm & fixed for the entire contract period and not subject to any variation on any account.
- e) The body of the vehicle engaged for transportation shall be perfectly leak proof.
- f) There will be no consideration for idle and escalation charges during the contract period.
- g) The Bidder shall be solely responsible for any environmental damage during loading, ash transportation and disposal. Bidder shall arrange to address and rectify the damage at their cost without any demur. Any penalty / fine imposed by statutory authorities on bidder / LAPL in this regard shall be borne by the bidder.
- h) The fly ash is being supplied only for the purpose of designated users of fly ash as specified above. Bidder cannot utilize the ash for any other purpose.
- i) All statutory requirements as per the factory norms are in the scope of Bidder.
- j) LAPL will endeavor to update the successful 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. LAPL shall not be held responsible in case Bidder is found not complying with the statutory requirements in this regard. **Bidder hereby indemnifies LAPL from any penalty/ fine or imposition of legal case etc due to non-compliance in this regard. All liabilities including bearing of resultant costs shall be borne by the Bidders. LAPL further reserves the right to recover any such due amount from bidder's invoices and security deposit / retention amount**
- k) Ash has to be transported properly in covered bulkers and there shall be no spillage during transportation. Cleaning of ash spillage from roads inside/outside plant shall be in the scope of the Bidder.
- l) Ash to be transported according to designed carrying capacity of bulkers.
- m) Both Tare and Gross weight of bulkers to be done at LAPL weighbridge. The LAPL weigh bridge weight shall be final and binding.
- n) Ash is to be unloaded at Bidder (s) designated place only.
- o) Safe loading transportation and unloading will be in the scope of Bidder.
- p) All the required safety measures & PPEs, at the loading & unloading area and during transportation are in the scope of Bidder.
- q) Contract period shall be mentioned in work order and the work should be carried as per the instruction of LAPL's engineer in Charge (EIC).
- r) The safety, statutory & environmental requirement is in the scope of Bidder.
- s) This is not a lump sum contract; payment shall be made based on actual lifting quantity; however, rate shall be firm till the contract period.

2.5. Guidelines for Transportation of Ash: -

- a) Bidder has to comply with all the applicable statutory requirements.

LANCO AMARKANTAK POWER LIMITED**Corporate office:** Lanco House Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India**T+91-124-474 1000 F+91-124-474 1024****Registered office:** Lanco House , Plot No-4, Software Units Layout , HITEC City, Madhapur , Hyderabad-500 081 ,A.P, IndiaT+91-440-40-4009 0400 F+91-40-23116127 E info@lancogroup.com**Site office: Village – Pathadi, P.O.-Tilkeja, Dist-Korba , Chhattisgarh-495 674**

T+91-7759-279 938

www.lancogroup.com**Corporate Identity Number CIN- U40109TG2001PLC036265**

Tender Specification No: LAPL/ASH/TRANS/2023-24/13**Dated: 11.10.2023****Last Date of Bid Submission is 21.10.2023**

- b) All liasoning work including requirement to obtain approvals/NOC from statutory bodies shall be in Bidder scope. LAPL shall provide necessary documentation support only (if required).
- c) LAPL EIC shall certify the monthly quantity lifted by successful Bidder as per LAPL weighbridge report. Further only LAPL weigh bridge report shall be considered for all commercial purposes.
- d) The Bidder shall ensure compliance of all the rules and regulation under latest Motor Vehicle Act for the transportation under this contract. LAPL shall not be responsible for any non-compliance of the rules. The Bidder shall indemnify LAPL against all and any actions which may arise out of such non-compliance.
- e) Leak proof Bulklers are to be engaged for transportation of ash to cement plants.
- f) Bulklers arranged for ash transportation will be inspected initially by LAPL Security persons, if found unfit vehicle, as per LAPL vehicle safety guidelines, will be banned for entry.
- g) RTO, Tax, Insurance charges will be in scope of Bidder.
- h) Penalty will be levied if any LAPL property is found damaged during the ash disposal.
- i) In case of any spillage enroute during transportation of ash, the Bidder shall ensure that spilled ash is collected and transported to the disposal/usage site immediately.
- j) The speed limit of vehicles carrying ash should be strictly enforced and it should not exceed 20 km per hour inside the plant.
- k) The Bidder shall not resell the ash lifted from LAPL or indulge in any profit making venture from the same and dispose of ash as per agreed terms.
- l) For any incident due to mishandling or faulty operation of the Bidder/Bidder's workers, such Bidder will be fully responsible.
- m) Ensure that the vehicles which will be entering the plant should have proper gate pass and staff should carry valid gate passes.
- n) Work will be carried out as per mutually agreed SOP / Work Order.
- o) The bulklers should not carry beyond the maximum designed capacity.
- p) Proper managed TAT to avoid accumulation of bulker & road blockage
- q) Loading shall be done on 24X7 basis on all days of the week.
- r) The Bidder shall particularly take care of all types of required coordination with local 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 shall be solely responsible.
- t) Ensure 100% safety induction for all divers, Supervisors and operators.
- u) Ensure 100% PPEs Compliances (Like-Safety helmet, Dust mask, Safety shoe, hand gloves, Safety reflective jackets, Reflecting tap etc.).
- v) Ensure all filed bulklers shunt to be closed properly.
- w) All legal compliances related to vehicles to be fulfilled and all documents submitted before commencement of the job.
- x) Risk assessment to be done for vehicle movement. Illumination to be ensured at loading area and roadside.
- y) Daily vehicle inspection to be ensured for identification of the Vehicle healthiness for rectification.
- z) Use of Mobile phones while driving and loading of the ash is banned.
- aa) Vehicle safety devices like horn, back horn and lights inventory to be maintained by the Bidders.

2.6.Others: -

- a) **PPE:** All PPEs required for the job shall be in scope of Bidder.
- b) **Insurance:** Insurance of Bidder's material, machinery and manpower will be in scope of Bidder.

LANCO AMARKANTAK POWER LIMITED**Corporate office:** Lanco House Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India**T+91-124-474 1000 F+91-124-474 1024****Registered office:** Lanco House , Plot No-4, Software Units Layout , HITEC City, Madhapur , Hyderabad-500 081 ,A.P, IndiaT+91-440-40-4009 0400 F+91-40-23116127 E info@lancogroup.com**Site office: Village – Pathadi, P.O.-Tilkeja, Dist-Korba , Chhattisgarh-495 674**

T+91-7759-279 938

www.lancogroup.com**Corporate Identity Number CIN- U40109TG2001PLC036265**

Tender Specification No: LAPL/ASH/TRANS/2023-24/13**Dated: 11.10.2023****Last Date of Bid Submission is 21.10.2023**

- c) **Work Permit:** - For carrying out any working relevant permit shall be open shall be as per LAPL permit process.
- d) **Completeness:** All the resources required and jobs to be executed for completion of work as per the contract shall be arranged by Bidder.
- e) **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.
- f) **Boarding & Lodging:** Boarding and lodging of manpower supplied by Bidder for completion of job shall be in scope of Bidder.
- g) **Transportation:** Transportation of manpower, material and machinery required for the completion of work shall be in scope of Bidder

3) Special terms and conditions: -

3.1. Payment terms: -

100% payment of the invoice amount shall be released within 15 days upon submission of following documents:

- a. Tax Invoice
- b. Weighment statement as per LAPL weighbridge with seal and sign from cement company
- c. Weighment slips.

Bidder shall raise Fortnightly invoices.

3.2. 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 extra as statute. TDS deductible as per Income Tax Act-1961

3.3. Deductions and penalties: -

- i. LAPL shall be entitled to recover from Bidder's bills all cost, damages, expenses which may have to be incurred or become liable to be incurred as a result of Bidder's negligence or any other action including failure in control of fugitive emission within and outside the plant.
- 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 LAPL reserves its right to recover the same as remedies available under the law.
- iii. The Bidder shall be solely responsible for any loss or damage to LAPL property during the execution of this contract due to any incident/ action/ negligence etc. on the part of their personnel and will be liable to make the damages in good condition or suitably compensate to LAPL. In case of any LAPL material is lost or damaged during execution of work due to any reasons attributable to Bidder, the cost of the same as per prevailing market rate shall be recovered from Bidder's bills.
- iv. In case of any accident due to reasons attributable to the Bidder/ Bidder's deployed agencies/workers, following penalties shall be levied: -
 - For fatal accident-Rs.20 lakhs/-
 - For reportable accident (Permanent disability)-Rs. 10 lakhs/-
- v. In case of any violation/non-compliance due to ash disposal in an area other than the specified end

LANCO AMARKANTAK POWER LIMITED

Corporate office: Lanco House Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India

T+91-124-474 1000 F+91-124-474 1024

Registered office: Lanco House , Plot No-4, Software Units Layout , HITEC City, Madhapur , Hyderabad-500 081 ,A.P, India

T+91-440-40-4009 0400 F+91-40-23116127 E info@lancogroup.com

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

T+91-7759-279 938

www.lancogroup.com

Corporate Identity Number CIN- U40109TG2001PLC036265

Tender Specification No: LAPL/ASH/TRANS/2023-24/13

Dated: 11.10.2023

Last Date of Bid Submission is 21.10.2023

use in the tender, then the Bidder shall be liable to rectify the non-compliance. All penalties/liabilities shall be borne by the Bidder in such cases.

- vi. **LAPL shall recover any penalty on account of deviation in safety, environment & statutory compliances from Bidder's bills.**

3.4. Indemnity: -

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

4) QUALIFICATION REQUIREMENTS: -

- a) Cement Manufacturing Company(s) participating in the Bid on their own must have operational cement manufacturing plant(s).
- b) Transporter(s) participating in the Bid should have adequate experience in transportation of fly ash to cement manufacturing plant(s).
- i. To fulfill these technical qualification criteria, Transporter(s) have to submit applicable past work orders along with work completion certificate of said work orders on the letter head of the cement plants in the last three years of their operations.
- ii. In addition, the Transporter(s) have to submit currently valid work orders/authorization from the Cement Manufacturing Company(s) authorizing it/them to transport fly ash to its respective cement manufacturing plants.
- iii. Quantity of ash lifted in any of previous 3 years must be more than minimum quantity committed in this tender.

5) AMENDMENT OF BIDDING DOCUMENTS: -

At any time prior to the deadline for submission of Bids, the LAPL may amend the Bid documents, at his sole discretion, by issuing Addendum. Addendum may also cover the queries raised and the responses given. Addendum 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 (if any).

NOTE: Bidder to visit LAPL website <http://lancogroup.com/DynTestform.aspx?pageid=20> at regular intervals to obtain online update about this tender and subsequent corrigendum.

6) BID PRICES: -

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

- a) Price shall be quoted in Indian Rupees only.
- b) Bid price shall be inclusive of all taxes, levies, cess and duties etc. except GST (on the invoice value as applicable on the date of invoice). GST shall be extra as applicable.
- c) LAPL shall 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

LANCO AMARKANTAK POWER LIMITED

Corporate office: Lanco House Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India

T+91-124-474 1000 F+91-124-474 1024

Registered office: Lanco House , Plot No-4, Software Units Layout , HITEC City, Madhapur , Hyderabad-500 081 ,A.P, India

T+91-440-40-4009 0400 F+91-40-23116127 E info@lancogroup.com

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

T+91-7759-279 938

www.lancogroup.com

Corporate Identity Number CIN- U40109TG2001PLC036265

Tender Specification No: LAPL/ASH/TRANS/2023-24/13**Dated: 11.10.2023****Last Date of Bid Submission is 21.10.2023**

- 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.

7) BID VALIDITY: -

The Bid shall remain valid for acceptance for a period of 3 months from the last date of bid submission or as requested by LAPL for further extension.

8) CONTRACT PERIOD: -

Contract period shall be of one year i.e. from 1st January 2024 to 31st December 2024.

9) SUBMISSION OF BIDS: -

The bid shall be submitted in Password Protected PDF File via email to sandeep.kp@lancogroup.com or Hard copy in two parts. In case the Bidder submit the bid in hard copy, bidder shall seal the original and copy of each part of the bid separately in inner and outer envelopes duly marking the envelopes "Original", "First Copy",

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

"BID FOR 'UTILIZATION OF FLY ASH"

"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, or Password Protected PDF File**).

- a) Company profile
 - b) Schedule of deviations in bid
 - c) Tender acceptance duly signed and stamped
 - d) Document required for meeting qualification criteria as given in clause no 4.
- The second envelope containing the second part of the bid shall be super scribed "**PART-II-COMMERCIAL BID**" having the following information:-
- Price 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, 495674

Email: sandeep.kp@lancogroup.com

LANCO AMARKANTAK POWER LIMITED

Corporate office: Lanco House Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India

T+91-124-474 1000 F+91-124-474 1024

Registered office: Lanco House , Plot No-4, Software Units Layout , HITEC City, Madhapur , Hyderabad-500 081 ,A.P, India

T+91-440-40-4009 0400 F+91-40-23116127 E info@lancogroup.com

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

T+91-7759-279 938

www.lancogroup.com

Corporate Identity Number CIN- U40109TG2001PLC036265

10) DEADLINE FOR SUBMISSION OF BIDS:-

The completed bid shall be submitted at the office of LAPL, no later than date and time indicated in the bidding document/ its amendments.

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

11) 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.

12) 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 to all conditions given in the tender documents. Bids complying to tender conditions shall only be considered.

13) PROCESS TO BE CONFIDENTIAL: -

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

Any effort by a Bidder to influence the LAPL in the process of examination, clarification, evaluation and comparison of bids or in decisions concerning the award of contract may result in the rejection of the Bidder's bid and may also lead to "black listing" of the Bidder and all existing successful bids in hand, if any, shall be deemed to be cancelled.

14) CLARIFICATION OF BIDS SUBMITTED BY BIDDER: -

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

15) CORRECTION OF ERRORS: -

15.1 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

LANCO AMARKANTAK POWER LIMITED

Corporate office: Lanco House Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India

T+91-124-474 1000 F+91-124-474 1024

Registered office: Lanco House , Plot No-4, Software Units Layout , HITEC City, Madhapur , Hyderabad-500 081 ,A.P, India

T+91-440-40-4009 0400 F+91-40-23116127 E info@lancogroup.com

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

T+91-7759-279 938

www.lancogroup.com

Corporate Identity Number CIN- U40109TG2001PLC036265

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.

15.2 If a Bidder does not accept the correction of errors as outlined above, his bid will be rejected.

16) AWARD CRITERIA: -

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

17) 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 proposal 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. LAPL is under no obligation to inform the affected Bidder(s) of the grounds for the LAPL's action.

18) Contract -

Contract shall be issued within bid validity date.

19) CRITICAL DATES FOR BIDDING PROCESS: -

S. No	Description	Date
1	Last date for submission of bids	21 th October 2023

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

20) 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 and withhold all outstanding

LANCO AMARKANTAK POWER LIMITED

Corporate office: Lanco House Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India

T+91-124-474 1000 F+91-124-474 1024

Registered office: Lanco House , Plot No-4, Software Units Layout , HITEC City, Madhapur , Hyderabad-500 081 ,A.P, India

T+91-440-40-4009 0400 F+91-40-23116127 E info@lancogroup.com

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

T+91-7759-279 938

www.lancogroup.com

Corporate Identity Number CIN- U40109TG2001PLC036265

Tender Specification No: LAPL/ASH/TRANS/2023-24/13

Dated: 11.10.2023

Last Date of Bid Submission is 21.10.2023

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 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. 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.)

21) 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.

22) JURISDICTION: -

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

23) 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: -

1. The Work Order
2. Special terms and condition
3. General terms and conditions of Contract

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.

24) 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

LANCO AMARKANTAK POWER LIMITED

Corporate office: Lanco House Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India

T+91-124-474 1000 F+91-124-474 1024

Registered office: Lanco House , Plot No-4, Software Units Layout , HITEC City, Madhapur , Hyderabad-500 081 ,A.P, India

T+91-440-40-4009 0400 F+91-40-23116127 E info@lancogroup.com

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

T+91-7759-279 938

www.lancogroup.com

Corporate Identity Number CIN- U40109TG2001PLC036265

Tender Specification No: LAPL/ASH/TRANS/2023-24/13**Dated: 11.10.2023****Last Date of Bid Submission is 21.10.2023**

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 Chhattisgarh.

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

<<This space is intentionally left blank>>

LANCO AMARKANTAK POWER LIMITED**Corporate office:** Lanco House Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India**T+91-124-474 1000 F+91-124-474 1024****Registered office:** Lanco House , Plot No-4, Software Units Layout , HITEC City, Madhapur , Hyderabad-500 081 ,A.P, IndiaT+91-440-40-4009 0400 F+91-40-23116127 E info@lancogroup.com**Site office: Village – Pathadi, P.O.-Tilkeja, Dist-Korba , Chhattisgarh-495 674**

T+91-7759-279 938

www.lancogroup.com**Corporate Identity Number CIN- U40109TG2001PLC036265**

Tender Specification No: LAPL/ASH/TRANS/2023-24/13**Dated: 11.10.2023****Last Date of Bid Submission is 21.10.2023**

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

ANNEXURE A – PRICE SCHEDULE

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

TRANSPORTATION OF FLY ASH FROM LAPL SILO TO CEMENT MANUFACTURING PLANT(S)

SL No	Description	Rate per MT (In INR)
1	Distance from LAPL silo up to 50 KM	
2	Distance from LAPL silo 50 KM - 100 KM	
3	Distance from LAPL silo 100 KM - 150 KM	
4	Distance from LAPL silo 150 KM - 200 KM	
5	Distance from LAPL silo 200 KM - 250 KM	
6	Distance from LAPL silo 250 KM - 300 KM	

Signature

Seal _____

LANCO AMARKANTAK POWER LIMITED**Corporate office:** Lanco House Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India**T+91-124-474 1000 F+91-124-474 1024****Registered office:** Lanco House , Plot No-4, Software Units Layout , HITEC City, Madhapur , Hyderabad-500 081 ,A.P, IndiaT+91-440-40-4009 0400 F+91-40-23116127 E info@lancogroup.com**Site office: Village** – Pathadi, P.O.-Tilkeja, Dist-Korba , Chhattisgarh-495 674

T+91-7759-279 938

www.lancogroup.com**Corporate Identity Number CIN- U40109TG2001PLC036265**

Tender Specification No: LAPL/ASH/TRANS/2023-24/13**Dated: 11.10.2023****Last Date of Bid Submission is 21.10.2023**

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

ANNEXURE B – QUANTITY SCHEDULE

Declaration of minimum committed off take by Bidder

We hereby declare that we shall lift fly ash MT quantity per month andMT in a year.

Signature

Designation

..... (COMPANY SEAL)

Date :

LANCO AMARKANTAK POWER LIMITED**Corporate office:** Lanco House Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India**T+91-124-474 1000 F+91-124-474 1024****Registered office:** Lanco House , Plot No-4, Software Units Layout , HITEC City, Madhapur , Hyderabad-500 081 ,A.P, IndiaT+91-440-40-4009 0400 F+91-40-23116127 E info@lancogroup.com**Site office: Village – Pathadi, P.O.-Tilkeja, Dist-Korba , Chhattisgarh-495 674**

T+91-7759-279 938

www.lancogroup.com**Corporate Identity Number CIN- U40109TG2001PLC036265**

Tender Specification No: LAPL/ASH/TRANS/2023-24/13
Dated: 11.10.2023



Always Inspiring

Last Date of Bid Submission is 21.10.2023

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

ANNEXURE C -SCHEDULE OF DEVIATIONS IN BID

SL. No	Clause No	Deviation taken

The bidder hereby certifies that the above mentioned deviations are the only deviations from the tender conditions and all other terms and conditions of the tender document are duly accepted by the bidder

SIGNATURE -----

Name of the Signatory -----

COMPANY -----

DESIGNATION -----

DATE -----

The Bidder is required to fill in any deviations to tender's terms & conditions by specifying each deviations & clause ref no .

LANCO AMARKANTAK POWER LIMITED

Corporate office: Lanco House Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India
T+91-124-474 1000 F+91-124-474 1024

Registered office: Lanco House , Plot No-4, Software Units Layout , HITEC City, Madhapur , Hyderabad-500 081 ,A.P, India
T+91-440-40-4009 0400 F+91-40-23116127 E info@lancogroup.com

Site office: Village – Pathadi, P.O.-Tilkeja, Dist-Korba , Chhattisgarh-495 674
T+91-7759-279 938

www.lancogroup.com

Corporate Identity Number CIN- U40109TG2001PLC036265

Tender Specification No: LAPL/ASH/TRANS/2023-24/13**Dated: 11.10.2023****Last Date of Bid Submission is 21.10.2023****ANNEXURE D – LIST OF ENCLOSURE**

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

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

LANCO AMARKANTAK POWER LIMITED**Corporate office:** Lanco House Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, India**T+91-124-474 1000 F+91-124-474 1024****Registered office:** Lanco House , Plot No-4, Software Units Layout , HITEC City, Madhapur , Hyderabad-500 081 ,A.P, IndiaT+91-440-40-4009 0400 F+91-40-23116127 E info@lancogroup.com**Site office: Village – Pathadi, P.O.-Tilkeja, Dist-Korba , Chhattisgarh-495 674**

T+91-7759-279 938

www.lancogroup.com**Corporate Identity Number CIN- U40109TG2001PLC036265**