

Tender Specification No: LAPL/ASH/SALE/2023-24/10**Dated: 07.08.2023****Last Date of Bid Submission is 17.08.2023****NOTICE INVITING TENDER FOR SALE OF WET ASH**

Lanco Amarkantak Power Ltd., ("LAPL") is looking for strategic and long-term association with buyers of ash offered for sale under road mode from LAPL to Low Lying Areas/Road, Bridges, Flyover Projects (NHAI)/ Mine or Quarry Filling/ Waste Land Development. This tender document is in compliance to the clause 5.1 of Ministry of Power (MoP) advisory dated 22.02.2022 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 www.lancogroup.com

Date of Issue/Publishing : 07.08.2023

Last Date and Time for Submission of Bids : 17.08.2023 at 16:00 Hrs.

Bid Security (Earnest Money) : Bid Security Fee is Rs.5,00,000.00(Five Lakhs Only)

Performance Security

Any bid without bid security will not be considered.

: The EMD amount shall be converted into SD amount. It will be kept for entire contract period and will be adjusted in the last transaction. In case the SD amount is not settled in last transaction, the same will be refunded within 15 days after successful completion of contract.

Bid validity period

: 4 months from last date of bid submission

Address for Communication

: **Materials Department, Lanco Amarkantak Power Limited, Administrative Block, Village- Patadi, Post Office-Tilkeja, Korba, Chhattisgarh-495674.**
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 NO. 334, UDYOG VIHAR, PHASE-IV, GURUGRAM- 122015, HARYANA, New Delhi Region, India
T: +91-0124-6926200 F: +91-124 4741024 ; E: lapl@lancogroup.com

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

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Corporate Identity Number: U40109TG2001PLC03265

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INVITATION TO BID AND INSTRUCTIONS TO BUYERS

- The Bid should bear unconditional acceptance to the terms and conditions of the tender documents .
- No over-writings or correction shall be accepted unless authenticated with signature.
- All communications, correspondence in relation to the Proposal should be addressed to:

**Sr. Manager(C&M),
Lanco Amarkantak Power Limited.
Administrative Block, Village- Patadi,Post Office-Tilkeja,
Korba, Chhattisgarh, Pin - 495674.
Email:sandeep.kp@lancogroup.com**

1) INTRODUCTION:-

LANCO AMARKANTAKPOWER 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 (2x300 MW).

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

2) SCOPE OF WORK:-

LAPL hereby invites proposals (bid) from buyers of Ash for environment friendly utilization of ash (hereinafter referred as "ash") through following avenues as per the notifications issued by MOEF&CC (as amended from time to time).

1. Land Reclamation Sites
2. NHAI road projects
2. Rail/Fly Over Embankment
3. Bridges & Roads (PWD)
4. Mines back Filling
5. Stone Quarries filling
6. Waste land development etc.

Utilization of ash from ash dyke on "As is where is basis". **Buyers** , once shortlisted through bid evaluation in the TENDER process , will be required to submit proposal to LAPL EIC for necessary approvals. Disposal shall be allowed only once LAPL EIC provides written clearance for disposal/utilization of LAPL ash to identified site as proposed by Buyer and after the EIC has ensured that all the required approvals are submitted by the buyer. LAPL shall have sole discretion for approval of identified site as proposed by buyer and the same shall be binding on buyer.

All works have to be carried out as per latest MoEF& CC prevailing guidelines only.

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This tender is applicable for sale of ash on as is where is basis, buyer (s) agree to accept the sale order from Lanco Amarkantak Power Ltd. with the following detailed scope:-

2.1) Excavation at LAPL Dyke

- a) Based on the requirement of Ash, buyer must submit excavation plan to EIC LAPL.
- b) The buyer shall excavate the ash from the ash ponds by mechanical means such as excavators. The Buyer 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. Buyer 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 Buyer'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 Buyer.
- e) Water spraying arrangement at excavation site, along the transportation route to prevent air/dust pollution is under Buyer'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 Buyer'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 Buyer 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 Buyer. Handrails with reflective tapes will be required to be installed on both sides of ramps by Buyer. Soil Royalty payment will be also in the scope of Buyer 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 buyers to avoid fugitive dust emission and to maintain the required moisture.

2.2) Guidelines for Transportation of Ash:-

- a. Transportation is in the scope of Buyer.
- b. All transportation of machines & tools, marching is in the scope of Buyer.
- c. The body of the vehicles engaged for transportation shall be perfectly leak proof.
- d. There will be no consideration for idle charges during the contract period.
- e. Top Covering of vehicle with tarpaulin during transportation and to ensure no leakage/no spillage of ash is in the scope of Buyer to prevent emission of ash during transportation.
- f. For any environment imbalance, the Buyer will be responsible and attend to the same at their own cost. The Buyer will be responsible for any adverse environmental impact due to dumping of the fly ash.
- g. All statutory requirements as per the factory norms are in the scope of Buyer.
- h. Soil Royalty payment will be also in the scope of buyer and for that same challan need to be submitted as a proof of payment (If applicable).

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- i. After award of sale order, the transporter has to obtain NOCs from Village Panchayat, District administration (Revenue & Disaster management department), RO-CECB, Korba or any other statutory bodies as applicable and applicable clearances. All necessary approvals from Govt. & any disputes clearance, liasoning is in the scope of Buyer. LAPL shall provide necessary documentation support only (if required). Dumping of ash will be done as per the latest guidelines of MOEF & CC (as amended from time to time).
- j. LAPL will endeavour to update the Buyer about any change in legal requirements for loading / transportation / unloading / etc. of ash. However, it is the responsibility of the Buyer 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 Buyer performs any non-compliance in this regard. Any penalties/case arises or cost levied to LAPL due to non-compliance in this regard will be in the scope of Buyer only. The cost of the same will be borne by the Buyer or recovered from buyer's money available with LAPL.
- k. Ash 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 Buyer.
- l. Daily road sweeping inside plant & weigh bridge will also be in the scope of Buyer.
- m. Ash to be transported according to designed carrying capacity of trucks.
- n. Both Tare and Gross weighment of trucks to be done at LAPL weighbridge.
- o. In case of Weighbridge shut down/maintenance, designed capacity weight of vehicle will be given if truck filled full & Tare weight of the vehicle will be considered as per the previous records.
- p. Ash to be dumped only at designated place mentioned by the EIC. Record to be maintained at unloading area for each load and copy to be submitted along with bill.
- q. The Buyer shall not resale the ash lifted from LAPL or indulge in any profit making venture from the same and should dispose the Ash as per agreed terms and conditions only.
- r. Vehicle registration number must be displayed clearly on front, back, left, right and Front glass of the vehicles.
- s. Safe loading and unloading will be in the scope of Buyer.
- t. All the required standard safety measures & PPEs, at the loading & unloading area and during contract period shall be mentioned in sale order and the quantity should be carried as per the instruction of EIC.
- u. The safety, statutory & environmental requirement are in the scope of Buyer.
- v. Housekeeping of the surround work done area is to be completed without any delay, after completion of respective job.
- w. The buyer to coordinate with existing ash pond bund maintenance contractor's team and other buyers to avoid any dispute and for smooth flow of work.
- x. The buyer should also have the capability to arrange for replacement of any machinery in the event of their breakdown.
- y. LAPL EIC shall certify fortnightly the quantity lifted by Buyer as per LAPL weighbridge report. Further LAPL weigh bridge quantity shall be considered for all commercial purposes.

2.3) Environment, Health & Safety guidelines

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

- a) Operators/drivers engaged in resources for ash disposal has to follow the LAPL health & safety

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- guidelines and gate pass of the person found violating the same will be immediately cancelled.
- b) Buyer 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) Buyer has to comply all the applicable statutory norms.
 - d) Penalty will be levied if any LAPL property is found damaged during the ash disposal.
 - e) 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.
 - f) 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.
 - g) The speed limit of vehicles carrying ash should be strictly enforced and it should not exceed 20 KM per hour plying inside plant.
 - h) Vehicle safety devices like horn, back horn and lights inventory to be maintained by the buyers. Safety loading and unloading will be in the scope of buyer.
 - i) Ensure all filled Open Trucks/Hywas/Bulkers shunt to be closed properly.
 - j) The Hywas/Trippers should not carry beyond the maximum designed capacity.
 - k) For any incident due to mishandling or faulty operation of the Buyer/ Buyer's workers, such Buyer will be fully responsible.
 - l) For any theft of Buyer/Buyer's materials from inside or outside the plant premises, the Buyer will be responsible.
 - m) Ensure 100% safety induction for all divers, Supervisors and operators.
 - n) Ensure 100% PPEs Compliances (Like-Safety helmet, Dust mask, Safety shoe, hand gloves, Safety reflective jackets, Reflecting tap etc.). The contractor shall compulsorily provide personal protective equipment (PPEs) to his employees & in the event of his not providing the same by date specified by EIC or as mentioned in contract, it will be provided by LANCO at contractors risk & cost. The cost of such PPEs provided by LANCO shall be recovered from contractor's bills at 'Double rates' as a measure of penalty.
 - o) Safety supervisors for monitoring of the ash excavation jobs and traffic controller (as per requirements in each shift from Buyer inside the plant e.g. Dyke, weigh bridge, etc.)
 - p) All the required standard safety measures & PPEs, at the loading & unloading area and during transportation are in the scope of Buyer. No other charges will be paid except work order rate.
 - q) Use of Mobile phones while driving hywas and during loading of ash is not allowed.
 - r) **COVID GUIDELINES:** Buyer shall ensure to strictly follow the latest COVID Guidelines (LAPL Notice attached for reference) for all workmen including drivers.
 - s) **COVID VACCINATION:** All employees of Buyer's including drivers must have COVID Vaccination Certificate (At least single dose).
 - t) **PRE-EMPLOYMENT MEDICAL CHECK-UP:** Contractor shall arrange for medical checkup) of all employees before employment, FORM 21 to be submitted for the same and shall ensure that no person with any of the following diseases is employed by him at the LAPL site:-
 - i. Epilepsy
 - ii. Colour blindness/Night blindness
 - iii. Deafness
 - iv. Eye-sight of the employees in the following category shall be examined every six months.
 - Excavator operators/heavy earth moving equipment operators
 - LMV/HGV drivers

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- All workers working in the night shift

2.4) Special Terms & Conditions

- i) LAPL shall be entitled to additionally charge to the Buyer's bills all cost, damages, expenses which may have to incur or become liable to incur as a result of Buyer'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 Buyer and adjust it to recover such cost, charges, expenses, etc.
- ii) If there is any delay in completion of work on the part of the Buyer 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 Buyer. 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 Buyer, 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 Buyer.
- iii) The Buyer 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 Buyer negligence or wrong workmanship, the cost of the same as per prevailing market rate plus departmental expenses shall be additionally charged to the buyer.
- iv) For any accident due to the negligence of the Buyer/ Buyer's deployed agencies/workers or sub buyers, 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)
- v) If any dispute arises due to ash dumping other than the specified areas without permission of LAPL Engineer in charge, then the Buyer will be liable for penalty by LAPL for twice the value of expenses for handling the situation.
- vi) **LAPL shall additionally charge to the Buyer any penalty levied on account of Safety, environment & statutory deviations.**
- vii) **Buyers must have sufficient equipment's to execute the work and good Liasioning experience.**
- viii) **Others/Miscellaneous:-**
 - a) **PPE:** All PPEs required for the job shall be in scope of Buyer.
 - b) **Insurance:** Insurance of Buyer's material, machinery and manpower will be in scope of Buyer.
 - c) **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.
 - d) **Completeness:** All the resources required and jobs to be executed for completion of work as per the contract shall be arranged by Buyer.
 - e) **Security:** The security of the material, machinery and tools will be in the scope of Buyer and LAPL shall not be responsible for any theft or loss of any material.
 - f) **Boarding & Lodging:** Boarding and lodging of manpower supplied by Buyer for completion of job shall be in scope of Buyer.
 - g) **Transportation:** Transportation of manpower, material and machinery required for the completion of work shall be in scope of Buyer.
 - h) **Mobilization:** Mobilization of manpower, material, tools and machinery shall be done within 01 weeks from the date of issuance of SO/LOA or date of intimation of site clearance by LAPL EIC.

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3) QUALIFICATION REQUIREMENT:-:-

To be eligible for Award of Contract, Bidders shall provide evidences, satisfactory to LAPL, of their eligibility and of their capability and adequacy of resources to carry out the subject contract effectively.

Bids submitted shall meet the following qualification criteria:

- a. Bidder must have minimum experience of 50,000 (MT or CuM) quantity execution of Ash Transportation / DISPOSAL work in the preceding two years (cumulative)

4) EARNEST MONEY:-

The buyers 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 Four Months from the date of Tender Submission.

- a) Buyers with SSI (MSME) registration shall also deposit EMD.
- b) EMD can be accepted through DD or through NEFT/RTGS through A/c details as mentioned below:

**LANCO AMARKANTAK POWER LIMITED
CANARA BANK, KORBA BRANCH
ACCOUNT NO 2490201005470
IFSC CODE: CNRB0002490**

Cheques are not acceptable.

- c) In case any buyer 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 buyer refuses to honor the contract awarded to him, their EMD shall be forfeited.
- e) For unsuccessful buyers, 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.
- f) EMD of the successful buyer will be forfeited, if buyer fails to submit security deposits (SD).

5) DOCUMENTS TO BE SUBMITTED:-

5.1 The following documents are required to be submitted for qualification:

- a. Complete company profile along with credentials.
- b. Details of similar work done during the past three years or currently working (transportation of pond ash, fly ash or earth work) along with valid order copies. Refer **Schedule 1**.
- c. Audited Balance sheet and profit loss statement of last three years. Refer **Schedule 2**
- d. Deviation(s) taken by the Buyer 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 equipment's owned by buyer as per format prescribed in **Schedule-5**.

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5.2 To be eligible for evaluation of the Bid and award of the contract the buyer shall satisfy the requirements of Clause 3 and 5 of this tender document. After thorough inspection of validation of all submitted documents, sale order will be issued to successful buyers.

6) PRE-BID MEETING & SITE VISIT:-

The Buyers to mandatorily attend pre-bid meeting by site visit for understanding of LAPL expectation from Buyers in terms of safety, health, environment, human rights, ethics, modern slavery act etc. Buyers 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 Buyer's own expense. Buyer shall submit the declaration of site visit as per **Schedule-4**, thereby amounting to consonance to such indemnification, as mentioned above.

7) CORRIGENDUM 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 www.lancogroup.com; it shall be the responsibility of buyers to regularly visit the website for checking for amendments/addendum(s) (if any).

NOTE:-Buyer to visit LAPL website www.lancogroup.com on regular intervals to have online update about this tender.

8) BID PROCESS:-

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

8.2 Price shall be quoted in Indian Rupees only.

8.3 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).

8.4 LAPL shall collect applicable taxes at source (TCS) as per statutory requirements.

8.5 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.

8.6 Bids must be submitted solely based on the Bidding Documents and must be free of any qualifying statements.

8.7 Bidder shall submit offers that comply with the requirements of the Bid Document.

9) BID VALIDITY:-

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Project office: Village – Pathadi, P.O.-Tilkeja, District-Korba, Chhattisgarh-495 674
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The Bid shall remain valid and to be open for acceptance for a **Period of 4 months** from the last date of bid submission or as requested by LAPL for further extension.

10) CONTRACT PERIOD:-

The contract validity period will be 1 (one) year from the issue of sale order.

During the execution of work, the contract validity can be revised at the sole discretion of LAPL, after considering the LAPL site situations.

11) SUBMISSION OF BIDS:-

i. 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 two parts are-

- (a) Technical Bid
- (b) Commercial Bid

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

LAPL/ASH/SALE/2023-24/10- BID FOR 'UTILIZATION OF ASH' - TO FILL LOW LYING AREAS AND OTHER AVENUES

"DO NOT OPEN BEFORE DATE and Time OF BID OPENING"

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

And the main envelope shall be addressed and submitted to:-

Sr. Manager (C&M)

Lanco Amarkantak Power Limited

Administrative Block, Village- Patadi,

Post office – Tilkeja, Korba, 495674

Email: sandeep.kp@lancogroup.com

ii. The first envelope containing the first part of the bid shall be super scribed as "**LAPL/ASH/SALE/2023-24/10- PART I - TECHNICAL BID**".

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

- a) Envelope containing EMD
- b) Any statutory bodies as applicable and applicable clearances
- c) Company profile
- d) Schedule 01 [**PREVIOUS EXPERIENCE AND CURRENT WORK**]
- e) Schedule 02 [**FINANCIAL TURNOVER**]
- f) Schedule 03 [**SCHEDULE OF DEVIATIONS in bid**]
- g) Schedule 04 [**DECLARATION OF SITE VISIT BY THE BIDDERS**]
- h) Schedule 05 [**List of Equipment owned by Bidder**]

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- iii. The second envelope containing the second part of the bid shall be super scribed as "LAPL/ASH/SALE/2023-24/10-PART II – COMMERCIAL BID" having the following information as per prescribed format of the tender document (Annexure A):-

12) DEADLINE FOR SUBMISSION OF BIDS:-

The completed bid shall be submitted at the office of LAPL, no bid shall be acceptable after due date as 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 Addendum(s), in which case all rights and obligations of the LAPL and the Buyers subject to the original deadline will thereafter be subject to the deadline as extended.

13) LATE BIDS:-

Any bid received by the LAPL after the prescribed or extended deadline for submission of bids will not be considered for evaluation.

14) BID EVALUATION:-

14.1 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.

14.2 Fax / E - mail offers will be treated as defective, invalid and rejected. *Only detailed complete offers received prior to the closing date of the bid will be considered as valid.* Bids not complying with any of the Instructions contained herein may not be considered.

15) PROCESS TO BE CONFIDENTIAL:-

- a) Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations concerning the award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- b) Any effort by a buyer 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 "blacklisting" of the buyer.

16) CLARIFICATION OF BIDS SUBMITTED BY BIDDER:-

To assist in the examination, evaluation and comparison of bids, the LAPL may ask bidders individually for clarification / additional information of their bids, including breakup of price quoted. Bidder agrees to

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provide such clarification / information via e-mail.

17) CORRECTION OF ERRORS:-

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

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

18) AWARD CRITERIA:-

The LAPL will award the contract to the bidder whose bid has been determined to be in line with the bid Documents and who has offered the competitive price, provided further that the buyer has the capability and resources to carry out the contract effectively. Depending upon the quantity of ash to be evacuated from the ash dyke/pond and the competitive price(s) quoted by the Bidders, LAPL reserves its right to award the contract to more than one Bidder under this tender.

During the contract tenure, LAPL reserves the right to award additional contracts to technically qualified Bidders agreeing to lift the ash at the competitive price(s) due to unsatisfactory performance of buyer(s) , variation in ash utilization target etc

19) LAPL'S RIGHT TO REJECT ANY OR ALL BIDS:-

Notwithstanding anything contained in the tender document, LAPL reserves the right to reject any bid 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 any liability to the bidders. LAPL is not under any obligation to inform grounds/ reasons for such action to the bidders.

20) NOTIFICATION OF AWARD:-

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

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21) INITIAL ADVANCE PAYMENT

- a) Within 10 days from the date of awarding the order from the LAPL, the successful buyer shall furnish the initial amount in the form of a DD /RTGS for one (01) month of the amount stated in the final sale order value.
- b) Failure of the successful Bidder to submit and furnish the required EMD shall constitute sufficient grounds for the annulment of the award in which event the LAPL may make the award to the next highest evaluated Bidder or, if there are no other Bidders, call for new bids.
- c) In case the Buyer fails to execute the entire contract, for reasons not attributable to LAPL, LAPL reserves the right to forfeit the EMD amount.

22) CRITICAL DATES FOR BIDDING PROCESS:-

S. No	Description	Date
1	Last date for submission of bids	17 th Aug 23

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 above mentioned schedule. All expenses in relation to Bidding to be borne by the Bidder.

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

23) INDEMNITY:-

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

24) TERMINATION:-

For reasons covered elsewhere in this contract document including non-performance/continuous poor performance under the contract, if the contract is to be terminated, 10 (Ten) days prior notice shall be given by LAPL. In such eventuality, the Security Deposits and Outstanding amounts, if any may also be forfeited at sole discretion of LAPL. Further, the balance work shall be done by any other means at Buyer cost and risk. If the price of contract for the balance work shall be higher, the additional amount shall be recovered from Buyer's security deposit or any dues of this contract or any other contract that the Buyer may have taken in LAPL.

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However, if the Buyer desired to quit the contract, he will have to give at least One month's notice and shall submit all claims/bills for work within 15 days for settlement of the accounts.

25) JURISDICTION:-

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

26) DISPUTE RESOLUTION: -

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

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

27) ENCLOSURES:-

The following enclosures are integral part of the tender document .

ANNEXURE I - GENERAL TERMS AND CONDITIONS

ANNEXURE II - SAFETY GUIDELINES

ANNEXURE III - SPECIAL SAFETY GUIDELINES

ANNEXURE IV - BUYER SAFETY MANAGEMENT

ANNEXURE V - NOTIFICATION FOR FORM - 21 ISSUED BY GOVERNMENT OF CHHATTISGARH.

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

ANNEXURE A – PRICE SCHEDULE

Price bid to be submitted by Bidders in the attached format

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Sale of Ash from LAPL Ash Dyke

SL No	Particular	UoM	Annual Sale Quantity in MT (Approx.)*	Rate
1	Pond Ash	MT		

*Buyer shall also provide estimated quantity to be lifted on daily average basis.

Signature

Seal _____

Payment terms: -

Fortnightly invoices shall be raised by LAPL. Monthly advance including taxes (before placement of vehicle for lifting of Ash) in the form of Demand Draft/RTGS in favour of M/s Lanco Amarkantak Power Limited (i.e LAPL), payable at Korba. Only after realization of payment in our (LAPL) a/c, the vehicles will be allowed for LAPL gate entry for ash loading.

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The EMD amount shall be converted into SD amount. It will be kept for entire contract period and adjusted in last transaction. In case the SD amount is not settled in last transaction, the same will be refunded within 15 days after successful completion of contract.

Taxes:-

Price mentioned in Price schedule shall be inclusive of all taxes, levies, cess and duties etc. excluding GST & TCS (on the Invoice value as applicable on the date of invoice).

GST & TCS extra applicable will be collected as per statute.

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

SCHEDULE-1**Previous experience and current work**

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

Sl. No.	Name of client with address	Description of the work	Value of Contract Rs in Lakhs	Percentage of Work Completion	Remarks
1	2	3	4	5	6
I. Previous Work Details					
II. Current Work Details					

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

Year:	2022-23	2021-22	2020-21
Total:			

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

**SCHEDULE-3
SCHEDULE OF DEVIATIONS IN BID**

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

SL. No.	Clause No.	Deviation taken

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

Signature

Company Seal

Company

Designation.....

Date.....

LANCO AMARKANTAK POWER LIMITED

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

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

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

Signature.....

Designation.....

..... (COMPANYSEAL)

Company.....

.....

Date.....

LANCO AMARKANTAK POWER LIMITED

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

SCHEDULE-5**List of Equipment owned by Bidder**

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

S. No	Description	Qty

*Bidder can attach additional annexure, if required for list of equipment.

Signature.....

Designation.....

..... (COMPANYSEAL)

Company.....

Date.....

LANCO AMARKANTAK POWER LIMITED**Corporate office:** Lanco House Plot # 334, 4th Floor, Udyog Vihar Phase – IV, Gurugram 122015, Haryana, IndiaT: +91-124 4741000 F: +91-124 4741024 ; E: lapl@lancogroup.com**Registered office:** Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India

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