

INVITATION FOR EXPRESSION OF INTEREST (EOI) FOR LIFTING OF FLY ASH FROM SILO ON FREE OF CHARGE BASIS**EOI SCHEDULE**

Date of issue/publishing	:	09/05/2022
Last date and time for submission of Proposal	:	16/05/2022 (04:00 PM)
Date and time of Proposal opening	:	18/05/2022 (04:00 PM)
Earnest Money	:	Not applicable
Refundable caution Money	:	Not applicable
Proposal validity period	:	180 days from the date of opening of Technical Proposal.
Address for communication	:	Materials Department Lanco Amarkantak Power Limited Administrative Block, Village- Patadi, Post office – Tilkeja, Korba, 495674 Mob. No – 8966905271
Contact number: Mobile	:	8966905271
Email address	:	sandeep.kp@lancogroup.com

1. INTRODUCTION

LANCO AMARKANTAK POWER LIMITED ("hereinafter referred to as "LAPL" or "Company"), is 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).

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

LAPL Invites for Expression of Interest (EOI) from interested parties engaged in manufacture of cement, fly ash based- Bricks, Blocks on free of charge basis from Ash silo of Lanco Amarkantak Power Limited located in Village- Patadi, Post office – Tilkeja, Korba, Chhattisgarh 495674.

This EOI document is in compliance to the clause no 5.2 of Ministry of Power (MoP) notification dated 22.02.2022 which stipulates procedure to be followed for disposal of Ash under competitive bidding complying the Ash Utilisation under MoEF & CC Notification dated 31.12.2021.

EOI Specification No: LAPL/ASH/FOC/2022-23/01

Dated: 09.05.2022

Last date for EOI submission 16.05.2022

The Fly Ash quantity that may be made available to such parties is as given below

Station Ash Allotment Capacity	Ash Type	Location of Ash Availability	Approx Total Qty. (MT) for allocation	Period of Allotment
LAPL(2X300MW) Pathadi, Korba	Fly Ash	Fly Ash Silos	9,50,000 MT/ Per Annum	01 Year

Actual available Fly Ash may vary depending upon actual utilization of plant capacity and generation of Fly Ash. Interested parties are requested to submit their requirement as per enclosed format.

Fly Ash to be supplied on "as available basis" from Silo (inside the plant premises) and interested parties have to arrange Lifting, Loading/Unloading and transportation of ash at their own cost in Bulker/Hywa for Fly ash in environment friendly manner.

The decision of LAPL shall be final and binding for the allocation of fly ash. The availability of fly ash will be made free of charge to eligible agencies as defined by MoP's Gazette Notification dated 22.02.2022 and MoEF&CC's Gazette Notification dated 31.12.2021 read with latest amendments, if any and as per scope of work and general terms & condition of Ash Utilization of LAPL.

The period of allocation for Supply of fly Ash from Silo would be for a period of 12 Months which would be decided at the sole discretion of LAPL.

Successful parties shall be liable and responsible for payment towards any taxes, duties, levies, octroi etc. applicable/enforced (by State/ Central Government) from time to time during the tenure of the allotment

In case demand (as assessed by LAPL from the documents of the respective agencies) for free supply of fly ash exceeds the supply to be made under the law, the allocation of quantity of such fly ash may be done on merit basis at the sole discretion of LAPL. LAPL may enlist/empanel interested parties for issue of fly ash.

The fly ash allotted by LAPL to particular manufacturing facility/agency is non-transferable for any other unit of manufacturing location.

INVITATION TO EOI AND INSTRUCTIONS TO AGENCIES

Interested Parties may send their EOI duly filled in the prescribed format to address mentioned below on or before 16/05/2022 (up to 16:00 Hrs).

The proposals received against this "Invitation for Expression of Interest" on or before 16/05/2022 up to 16:00 Hrs shall be opened on 18/05/2022 at 15.15 Hrs. Please note that late Proposal shall not be considered for opening.

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

Manager (C&M)

Lanco Amarkantak Power Limited

Administrative Block, Village- Patadi,

Post office – Tilkeja, Korba, 495674

Mob. No – 8966905271

Email: sandeep.kp@lancogroup.com

*This document can be amended at the discretion of LAPL (if needed).

2. SCOPE OF WORK

LAPL is inviting EOI for environmentally friendly utilization of ash (hereinafter referred as “ash”) as per the notifications issued by MOEF & CC (as amended from time to time) on free of charge basis.

LAPL is inviting proposals from Cement Manufacturing Company (s) and Brick Manufacturing Unit for lifting of fly ash in road mode from LAPL silo as per the notifications issued by MOEF & CC (as amended from time to time):- on free of charge basis

This EOI is applicable for utilization of fly ash for Cement Companies and Brick manufacturing Units. Parties agree to accept the EOI from Lanco Amarkantak Power Ltd. with the following detailed scope:-

Detailed scope of work:-

Transportation: Nuisance free and pollution free transportation should be the main motto of transportation of ash in leak proof covered dumpers/Bulkers/Tippers up to the dumping area (from own resources).

Guidelines for Transportation of Ash:-

1. Transportation is in the scope of Agency.
2. All transportation of machines & tools, marching is in the scope of Agency.
3. The body of the vehicles engaged for transportation shall be perfectly leak proof.
4. There will be no consideration for idle charges during the contract period.
5. Top Covering of vehicle with tarpaulin during transportation and to ensure no leakage/no spillage of ash is in the scope of Agency to prevent emission of ash during transportation for open truck. This clause is applicable for BMU (Brick Manufacturing Unit).
6. For any environment imbalance, the Agency will be responsible and attend to the same at their own cost.
7. All statutory requirements as per the factory norms are in the scope of Agency.
8. Ash to be transported properly in covered trucks and there shall be no spillage during transportation.
9. Ash to be transported according to designed carrying capacity of trucks. This clause is applicable for BMU (Brick Manufacturing Unit).
10. Both Tare and Gross weight of trucks to be done at LAPL weighbridge.
11. 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.
12. Ash to be dumped only at designated place mentioned by the EIC. Record is to be maintained at unloading area for each load and copy to be submitted. This clause is applicable for BMU (Brick Manufacturing Unit).
13. Vehicle registration number must be displayed clearly on front, back, left, right and Front glass of the vehicles.
14. Safely loading and unloading will be in the scope of Agency.
15. 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.
16. The safety, statutory & environmental requirement are in the scope of Agency.

EOI Specification No: LAPL/ASH/FOC/2022-23/01

Dated: 09.05.2022

Last date for EOI submission 16.05.2022

General Instructions:-

- LAPL EIC shall certify the fortnightly quantity lifted by Agency as per LAPL weighbridge report. Further LAPL weigh bridge report shall be considered final for all record purposes.
- The Agency 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. The Agency shall indemnify LAPL against all and any actions which may arise out of such non-compliance.
- Leak proof Bulklers/Hywa/tippers are to be engaged for transportation of ash to project areas.
- Bulklers/Hywa/tippers arranged for ash transportation & loading will be inspected periodically & unfit vehicle as per LAPL vehicle safety guidelines, will be banned for entry.
- Bulklers/Hywa/tippers engaged for ash transportation should be fully covered with tarpaulin without any spillage after loading inside of ash silo. Tarpaulin for covering purpose will be in Agency's scope.
- Vehicle fitness, Insurance, Vialled license for excavator operators, drivers are required at the gate entry for issuing of gate pass.
- Agency 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.
- Operators/drivers engaged in resources for ash disposal has to follow the LAPL safety guidelines & gate pass of the person found violating the same will be immediately cancelled.
- Loading under ash Silo to be carried out only as per LAPL instructions.
- Agency has to make arrangements to control fugitive dust emissions during loading and transportation of ash within LAPL premises.
- Adequate free board in trucks should be kept avoiding overflow/spillage during transportation for BMU.
- In case of any spillage entire route during transportation of ash, the Agency shall ensure that spilled ash is collected and transported to the disposal/usage site immediately for BMUs.
- Penalty will be levied in case of any safety violations during the ash disposal as per the LAPL Safety norms and amount shall be collected from Agency.
- 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 collected from Agency.
- The speed limit of vehicles carrying ash should be strictly enforced and it should not exceed 20 km per hour plying inside plant.
- Agency has to comply with all the applicable statutory requirements.
- The Agency shall be fully responsible for the operation of the machinery. For any incident due to mishandling or faulty operation of the Agency/ Agency's workers, such Agency will be fully responsible.
- Ensure that the vehicles which will be entering the plant should have proper gate pass and staff should carry valid gate passes.
- Work will be carried out as per mutually agreed Agreement/Contract.
- One dedicated supervisor, safety 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.
- One register should be maintained at loading point by Agency, in which the no of trips per Bulker/hywa/tipper, loading time, vehicle break down time etc. is to be properly registered.
- Housekeeping will be done by the Agency wherever spillage of ash occurs on the road by Hywas/tippers.
- The dumpers should not carry beyond the maximum designed capacity.

- Loading shall be done on 24X7 basis on all days of the week.
- LAPL shall conduct review meeting with the Agency on monthly basis. In review meeting points like safety & environmental compliances, safety performance, ash disposal/utilization, plan vs target, TAT including nos. of trip, overall performance etc shall be reviewed and required action plan shall be implemented by the Agency.
- The Agency admits that he has duly inspected the site and its surroundings and have fully satisfied to all technical and general conditions affecting the site and the works including the nature of the ground, 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.
- For any theft of Agency/Agency's materials from inside or outside the plant premises, the Agency will be responsible.
- Ensure 100% safety induction for all drivers, Supervisors and operators.
- Ensure 100% PPEs Compliances (Like-Safety helmet, Dust mask, Safety shoe, hand gloves, Safety reflective jackets, reflecting tapes etc.)
- Safety supervisors for monitoring of the ash loading jobs and traffic controller (as per requirements in each shift from Agency inside the plant e.g. weigh bridge, etc)
- Water sprinkling continually to suppress the fugitive emission 6 times in each shift including Sundays and holidays for inside plant ash transportation route.
- All legal compliances related to vehicles to be fulfilled and all documents submitted before commencement of the job.
- Risk assessment to be done for vehicle movement.
- Daily vehicle inspection to be ensured for identification of the Vehicle healthiness and its rectification.
- Use of mobile phones while driving and loading of the ash is strictly prohibited.
- Vehicle safety devices like horn, back horn and lights inventory to be maintained by the Agencies.
- **Covid Guidelines:** Agency shall ensure to strictly follow the latest Covid guidelines for allworkmen including drivers.
- **Covid Vaccination:** All employees of transporter's including drivers must have Covid vaccination certificate (Double dose).
- **RFID System:** We are in process to implement RFID system. After implementation, Web portal access will be provided to Agency for vehicle registration, the responsibility of Agency 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 scope of Agencies.
- **Work Execution:** The qualified party can execute the evacuation from Silo as per site condition and time to time instructions from EIC.

3. DOCUMENTS TO BE SUBMITTED

3.1 The following documents are required to be submitted:

- a. Applicable clearances (within 7 days from issuing of LOI/LOA).
- b. Agency shall submit the ash requirement in prescribed format as per **Annexure A**.
- c. Deviation(s) taken for any of the clauses of this EOI document. Refer **Schedule 3**.

4. CORRIGENDUM OF EOI

At any time prior to the deadline for submission of EOI, the LAPL may amend the proposal 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 agencies to regularly visit the website for checking for amendments/addendum(s) (if any).

NOTE: Agencies to visit LAPL website <http://lancogroup.com/DynTestform.aspx?pageid=20> at regular intervals to have online update about this EOI.

5. PROPOSAL VALIDITY

The Proposal shall remain valid and to be open for acceptance for a **period of 180 days** from the last date of submission or as communicated by LAPL from the specified date of Proposal opening.

6. CONTRACT PERIOD

The contract period will be 1 year from the date of confirmation, the contract validity period will be accordingly decided.

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

7. SUBMISSION OF EOI

The agencies shall submit the proposal document duly seal and signed each and every pages.

The envelope containing the Proposal shall be super scribed as:

**LAPL/ASH/FOC/2022-23/01-EOI FOR 'UTILIZATION OF ASH'-
"DO NOT OPEN BEFORE (DATE) AND (TIME) OF PROPOSAL OPENING"**

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

And the envelope shall be addressed and submitted to:-

Manager (C&M)

Lanco Amarkantak Power Limited

Administrative Block, Village- Patadi,

Post office – Tilkeja, Korba, 495674

Mob. No – 8966905271

Email: sandeep.kp@lancogroup.com

EOI Specification No: LAPL/ASH/FOC/2022-23/01

Dated: 09.05.2022

Last date for EOI submission 16.05.2022

The envelope containing the proposal shall be having following documents:-
(Original Hardcopy- 1 Set)

- a) Any statutory bodies as applicable and applicable clearances
- b) Company profile
- c) Schedule 03 [**SCHEDULE OF DEVIATIONS in EOI**]

***If applicable, LAPL will be inform to the successful party and will provide necessary supporting documents.**

8. DEADLINE FOR SUBMISSION OF EOI

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

The LAPL may, in exceptional circumstances and at its sole discretion, extend the deadline for submission of Clarification by issuing Addendum(s), in which case all rights and obligations of the LAPL.

9. LATE PROPOSAL

Any proposal received by the LAPL after the prescribed or extended deadline for submission of proposal will not be considered for opening & evaluation.

10. PROPOSAL EVALUATION

10.1 The LAPL will examine the proposal to determine whether they are complete, whether the documents have been properly signed, and whether proposal are generally in order.

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

11. PROCESS TO BE CONFIDENTIAL

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

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

12. CLARIFICATION OF PROPOSAL SUBMITTED BY PARTIES

To assist in the examination, evaluation and comparison of proposal, the LAPL may ask agencies individually for clarification of their proposals. Requests for clarification and the response shall be in writing or e-mail.

13. AWARD CRITERIA

The LAPL will award the contract to the agency whose proposal has been determined to be in line with the EOI Documents and who has offered good quantity, provided further that the agency has the capability and resources to carry out the contract effectively. Depending upon the quantity of ash to be evacuated from the Ash Silo, LAPL reserves the right to award the contract to more than one agency under this EOI. During the term of the EOI contract, in case of continuous unsatisfactory performance of the selected party(s), LAPL in order to meet its ash utilization targets as per applicable MOEF&CC notifications, as amended from time to time, shall have discretion to award additional contract(s) to other technically qualified agencies agreeing to lift the ash.

LAPL RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL OR REJECT ANY ONE OR ALL PROPOSALS

Notwithstanding anything contained in the EOI document, LAPL reserves the right to accept any EOI in full or part considered advantageous to the LAPL irrespective of whether it is highest or not, without assigning any reason whatsoever. Further, the LAPL reserves the right to annul the EOI process and reject all proposals, at any time prior to award of contract, without thereby incurring any liability to the affected agency or agencies or any obligation to inform the affected Agencies or agency of the grounds for the LAPL's action.

14. NOTIFICATION OF AWARD

- I. Prior to the expiration of the period of contract validity prescribed by the LAPL, the LAPL will notify the agencies by e-mail, that their proposal has been accepted.
- II. The notification of award will constitute the formation of the Contract/Mutual Agreement.
- III. Upon furnishing of caution money by the successful agency in accordance with the provisions of these EOI documents, the LAPL will promptly notify the unsuccessful agencies.

15. CRITICAL DATES FOR EOI PROCESS:

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 EOI process at its own discretion. The successful agency shall not be entitled to any loss / claim / damage arising out of or related to the amendment / modification / change in the abovementioned schedule.

16. INDEMNITY

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

17. TERMINATION CLAUSE

For reasons covered elsewhere in this EOI 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 caution money will be forfeited at sole discretion of LAPL.

However, if the Agency desired to quit the contract, they will have to give at least One month's notice.

ENCLOSURES

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

ANNEXURE I - GENERAL TERMS AND CONDITIONS

ANNEXURE II - SAFETY GUIDELINES

ANNEXURE III - SPECIAL SAFETY GUIDELINES

ANNEXURE IV - CONTRACTOR SAFETY MANAGEMENT

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

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

ANNEXURE A – PROPOSAL SCHEDULE

Proposal to be submitted by Agencies in the attached format

SL No	Particular	UOM	Required Est. Qty.	Contract period (work completion)
1	FLY ASH (LAPL Ash Silo)	MT		1 Year

Mobilization: Mobilization of manpower, material, tools and machinery shall be done within 01 weeks from the date of issuance of contract/LOA or date of intimation of site clearance by LAPL EIC.

Deductions and Penalties:

- a. For any accident due to the negligence of the Agency deployed agencies/workers or sub Agencies, following penalties shall be levied.
 - i. For fatal accident – Rs. 20 Lakhs or more (to be decided by LAPL)
 - ii. For reportable accident (Permanent disability) – Rs 10 Lakhs or more (to be decided by LAPL)
- b. If any dispute arises due to ash dumping other than the specified areas without permission of LAPL Engineer in charge, then the Agency will be liable for penalty by LAPL for twice the value of expenses for handling the situation.

LAPL shall be entitled to recover from Agency's caution money, Safety, environment & statutory deviations including water sprinkling cost under Agency's scope.

Others:

- a. **PPE:** All PPEs required for the job shall be in the scope of Agency.
- b. **Insurance:** Insurance of Agency's material, machinery and manpower will be in scope of Agency.
- 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 Agency.
- e. **Security:** The security of the material, machinery and tools will be in the scope of Agency and LAPL shall not be responsible for any theft or loss of any material.
- f. **Boarding & Lodging:** Boarding and lodging of manpower supplied by Agency for completion of job shall be in the scope of Agency.
- g. **Transportation:** Transportation of manpower, material and machinery required for the completion of work shall be in the scope of Agency.

SCHEDULE-3

SCHEDULE OF DEVIATIONS IN EOI

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

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

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

SIGNATURE -----

COMPANY SEAL

NAME -----

COMPANY -----

DESIGNATION -----

DATE -----