

ARC FOR ASH TRANSPORTATION TO BRICKS MANUFACTURING PLANTS

Lanco Amarkantak Power Ltd., ("LAPL") is looking for strategic and long-term association with experienced and financially sound Ash Transporters for transportation of ASH offered under road mode from LAPL.

INVITATION TO ARC AND INSTRUCTIONS TO ARCS

1. The Bid should be unconditional acceptance to the terms as contained in the ARCDocument.
2. No over-writings or correction shall be accepted unless authenticated with signature.
3. All, Communication, correspondence in relation to ARC 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 is a can be amended at the discretion of LAPL (if needed).

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 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.

2. SCOPE OF WORK

LAPL is inviting tenders for "Annual Rate Contract ("hereinafter referred to as "ARC") from Vendor(s) for environmentally friendly utilization of ash (hereinafter referred as "ash") to Bricks Manufacturing Plants as per the notifications issued by MOEF & CC (as amended from time to time).

This Rate Agreement is applicable for ash transportation (As and when required basis). Under this Annual Rate Contract (ARC), Vendor(s) agreed to accept the work order from Lanco Amarkantak Power Ltd. with the following detailed scope of work:-

Detailed scope of work:-

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

Transportation: Nuisance free and pollution free transportation should be the main motto of transportation of ash in leak proof covered dumpers up to the dumping area.

Disposal of ash: Transported ash in the dumpers should be disposed at the approved/designated site (Bricks manufacturing plants) only. All necessary precautions should be taken to avoid pollution due to disposal of ash.

1. The vendor will have to engage Hywas in sufficient numbers for proper execution of work in time bound manner

Note: The vendor should also have the capability to arrange for replacement of any machinery in the event of their breakdown.

2. The charges of fuel, machine maintenance, oils, operator, and helper charges are in the scope of vendor. The value of contract will remain same for the entire contract period irrespective of increase/decrease of fuel pricing (Petrol, Diesel, Lubricants, etc).
3. The body of the vehicle engaged for transportation shall be perfectly leak proof.
4. There will be no consideration for idle and escalation charges during the contract period.

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5. Top Covering of vehicle with tarpaulin during transportation and to ensure no leakage/no spillage of ash is in the scope of vendor for prevent emission of ash while transportation.
6. Any environment imbalance, the vendor will be responsible and attend to the same at their own cost. The vendor will be responsible for any adverse environmental impact due to dumping of the fly ash.
7. All statutory requirements as per the factory norms are in the scope of vendor.
8. LAPL will endeavor to update the vendor about any change in legal requirements for loading / transportation / unloading / etc. of ash. However, it is the responsibility of the vendor 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 vendor 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 vendor only. The cost of the same will be borne by the vendor or recovered from contractors running bill/final bill or from retention money
9. 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 vendor.
10. Daily road sweeping inside plant & weigh bridge will be also in the scope of vendor.
11. Ash to be transported according to designed carrying capacity of trucks.
12. Both Tare and Gross weighment of trucks to be done at LAPL weighbridge.
13. 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 consider as per the previous records.
14. Ash is to be dumped only at designated place mentioned by the In-charge of nominated Brick Manufacturing Units. Record is to be maintained at unloading area for each load and copy is to be submitted along with bill.
15. Vehicle registration number must be displayed clearly on front, back, left, right and Front glass of the vehicles.
16. Safely loading and unloading will be in the scope of vendor.
17. All the required standard safety measures & PPEs, at the loading & unloading area and during transportation are in the scope of Vendor. No other charges will be paid except work order rate.
18. Contract period shall be mentioned in wok order and the work should be carried as per the instruction of EIC.
19. The safety, statutory & environmental requirement are in the scope of vendor.
20. Housekeeping of the surround work done area is to be completed without any delay, after completion of respective job.
21. This shall not be a lump sum contract; payment shall be made based on actual liftman however rate shall be firm till the contract period.

Guidelines for Transportation of Ash: - For Brick Manufacturing Plant sites inclusive of loading and unloading

- LAPL EIC shall certify the monthly quantity lifted by vendor as per LAPL weighbridge report. Further only LAPL weigh bridge report shall be considered for all commercial purposes.
- The Vendor 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 Vendor shall indemnify LAPL against all and any actions which may arise out of such non-compliance.
- Leak proof Hywa/tippers are to be engaged for transportation of ash to project areas.
- Hywa/tippers arranged for ash transportation & loading will be inspected periodically & unfit vehicle as per LAPL vehicle safety guidelines, will be banned for entry.

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- Hywa/tippers engaged for ash transportation should be fully covered with tarpaulin without any spillage after loading inside of ash pond only. Tarpaulin for covering purpose will be in Vendor's scope.
- RTO, Tax, Vehicle fitness, Insurance, Vialled license for excavator operators, drivers will be in scope of Vendor.
- 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 cancelled immediately.
- Penalty will be levied if any LAPL property is found damaged during the ash disposal.
- Adequate free board in trucks should be kept avoiding overflow/spillage during transportation.
- In case of any spillage entire route during transportation of ash, the vendor shall ensure that spilled ash is collected and transported to the disposal/usage site immediately.
- Penalty will be levied if any safety violations during the ash disposal as per the LAPL Safety norms and amount will be deducted in bills.
- Penalty will be levied if any Environment violations during the ash disposal as per the LAPL Environment norms and amount will be deducted in bills.
- The speed limit of vehicles carrying ash should be strictly enforced and it should not exceed 20 km per hour inside plant
- The Vendor shall not resell the ash lifted from LAPL or not dispose off to any other area except the mentioned Brick Plants.
- Vendor has to comply all the applicable statutory requirements.
- The vendor shall be fully responsible for the operation of the machinery. For any incident due to mishandling or faulty operation of the vendor/ vendor's workers, such Vendor 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 SOP / Work Order.
- One register should be maintained at loading point by vendor, in which the no of trips per hywa, loading time, vehicle break down time etc is to be properly registered.
- Housekeeping will be done by the vendor wherever spillage of ash occurs on the road by HYWAs.
- The dumpers should not carry beyond the maximum designed capacity.
- Proper managed TAT to avoid accumulation of truck & road blockage
- Loading shall be done on 24X7 basis on all days of the week.
- The vendor shall particularly take care of all types of required coordination with local civil, government authorities etc. for ensuring smooth progress of the work.
- For any theft of vendor/vendor's materials from inside or outside the plant premises, the vendor will be responsible.
- Ensure 100% safety induction for all divers, Supervisors and operators.
- Ensure 100% PPEs Compliances (Like-Safety helmet, Dust mask, Safety shoe, hand gloves, Safety reflective jackets, Reflecting tap etc.)
- Safety supervisors for monitoring of the ash excavation jobs and traffic controller (as per requirements in each shift from contractor inside the plant e.g. Dyke, weigh bridge, etc)
- Ensure all filed trucks covered with tarpaulin.
- All legal compliances related to vehicles to be fulfilled and all documents submitted before commencement of the job.

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- Risk assessment to be done for vehicle movement.
- Use Mobile phones while driving and loading of the ash to be banned.
- Vehicle safety devices like horn, back horn and lights inventory to be maintained by the contractors.
- **Covid Guidelines:** Contractor shall ensure to strictly follow the latest Covid guidelines for all workmen including drivers.
- **Covid Vaccination:** All employees of transporter's including drivers must have Covid vaccination certificate (At least single dose).
- **RFID System:** We are in process to implement RFID system. After implementation, Web portal access will be provided to vendor for vehicle registration, the responsibility of vendor to run the vehicle in his throughout the contract period and RFID cards will be issued for all vehicles. The cost of RFID cards will be in scope of vendors.
- **Work Execution:** The qualified bidder can execute the evacuation from pond as per site condition and time to time instructions from EIC.

3. CONTRACT PERIOD

The contract validity period will be 1 year

4. LAPL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

5. NOTIFICATION OF AWARD

- I. Prior to the expiration of the period of bid validity prescribed by the LAPL, the LAPL will notify the successful bidder by e-mail, that his bid has been accepted.
- II. The notification of award will constitute the formation of the Contract.

6. SIGNING OF AGREEMENT

The agreement shall be executed within 3 (three) days from the date of issue of Letter of Award.

7. INDEMNITY

Contractor shall keep LAPL indemnified from all liabilities resulting out of this contract and act of Contractor workman, including but not limited to taxes & duties, damages, penalties, fines, punitive

measures, lawyer fees etc. of whatever nature due to non-compliance by contractor in his scope of the applicable statutory laws, rules, notifications etc.

8. TERMINATION CLAUSE

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 payments, if any may also be forfeited at sole discretion of LAPL. Further, LAPL will have the right to get the balance work done by any other means at Contractor cost and risk. If the price of contract for the balance work shall be higher, the additional amount shall be recovered from Contractor's security deposit or any dues of this contract or any other contract that the Contractor may have taken in LAPL.

However, if the Contractor 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.)

<< 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

✓ Transportation of Ash to :- nearby ash bricks manufacturing plants

SL No	Particular	UoM	Rate
1	Transportation of Ash from LAPL silo up to 05 KM (Fixed cost)	In MT	
2	Per KM rate over and above fixed KM	In MT	

Payment terms: -

- ✚ Fortnightly invoices shall be raised by vendor.
- ✚ 75% payment shall be made and payment shall be released within 15 days after submission of Tax Invoice with all respect including land/mine owner's consent/permission letter.
- ✚ 25% of monthly billing shall be held for Performance LD Clause and 15% shall be released next month only after review of work performance, work progress at site, completion & certification of EIC.
- ✚ Balance 10% will be kept as Performance Security Deposit and shall be released after 4 months after completion & certification of EIC in all respect.

i. Deductions and Penalties:

- a. LAPL shall be entitled to recover from contractor's bills all cost, damages, expenses which may have to incur or become liable to incur *as a result of contractor's negligence* or any other action that may originate such cost, charges, expenses etc. Further, LAPL also reserves the right to forfeit the security deposit amount of the contractor and adjust it to recover such cost, charges, expenses, etc.
- b. In case contractor's bill amount is not adequate to cover such recovery amount the balance shall be deducted from any sum which may become due to contractor at any time thereafter under this or any other contract contractor may have with us. Should this sum also not be sufficient to cover the full amount recoverable, then we reserve our right to recover the same as remedies available under the law.
- c. If there *is any delay in completion of work* on the part of the contractor 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 contractor. 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 contractor, 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 contractor.
- d. The Contractor shall be solely responsible for any loss or damage to LAPL property during the currency 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 Contractor negligence or wrong workmanship, the cost of the same as per prevailing market rate plus departmental expenses shall be recovered from Contractor bills / security deposit amount.
- e. For any accident due to the negligence of the contractor/ contractor's deployed agencies/workers or subcontractors, following penalties shall be levied.

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- i. For fatal accident – Rs. To be decided by LAPL/-
- ii. For reportable accident (Permanent disability) – Rs... To be decided by LAPL /-
- f. If any dispute arises due to ash dumping other than the specified areas without permission of LAPL Engineer in charge, then the contractor will be liable for penalty by LAPL for twice the value of expenses for handling the situation.

LAPL shall be entitled to recover from contractor's bills Safety, environment & statutory deviations.

ii. Others:

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

9. ENCLOSURES

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 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.