

TENDER FOR ASH TRANSPORTATION (Land specific)

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 TENDER AND INSTRUCTIONS TO TENDERS

1. The Bid should be unconditional acceptance to the terms as contained in the Tender Document.
2. No over-writings or correction shall be accepted unless authenticated with signature.
3. All, Communication, correspondence in relation to Tender 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).

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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 from Vendor(s) for environmentally friendly utilization of pond ash (hereinafter referred as "ash") in various modes as per the notifications issued by MOEF & CC (as amended from time to time) as below:-

1. Land Reclamation Sites
 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 / silos on "**as is where is basis**" inclusive of loading/unloading with transportation from LAPL to identified sites.
 - Vendor has to explore potential ash utilization modes such as Road construction projects, Land Reclamation Sites, Rail/Fly Over Embankment, Brick kilns, PWD (Building & Road), Mines back Filling, Stone Quarries filling, Waste land development etc. as per the latest notifications issued by MoEF & CC (as amended from time to time). Vendor needs 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 vendor or LAPL. LAPL shall have sole discretion for approval of identified site as proposed by vendor and the same shall be binding on the vendor.
 - All works have to be carried out as per latest MoEF guidelines only

Detailed scope of work:-

Excavation: The vendor shall excavate the ash from the ash ponds by mechanical means such as excavators. The vendor shall ash excavated to the required depths and inclinations leaving the excavated surface level and trim as per the direction of the Engineer - in - Charge. Vendor also takes all the necessary precautions at his own cost to avoid slipping off from sides. Required Necessary industrial slandered de-watering pumps, pipes and ancillaries like cable board with RCB for ash de-watering nearby location if requires as per the instructions of EIC is vendor scope. The empty and loaded dumpers should follow the route as directed by the LAPL Engineer - in - Charge (EIC) i.e. HOD, Civil Department.

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 site only. All necessary precautions should be taken to avoid pollution due to disposal of ash.

1. The vendor will have to engage following equipments in sufficient numbers for proper execution of work in time bound manner
 - a) Tippers /dumpers/Hywas,
 - b) Excavators,
 - c) Water Tankers,
 - d) Dozers/JCB,
 - e) Roller

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. All transportation of machine & tools marching will be in the scope of vendor, no other charges will be paid for any transportation, machine movement after closing of daily work.
4. The body of the vehicle engaged for transportation shall be perfectly leak proof.
5. There will be no consideration for idle and escalation charges during the contract period.
6. Ash to be transported in top covered with tarpaulin/mechanically designed covered and to ensure no leakage/no spillage of ash is in the scope of vendor for prevent emission of ash while transportation.
7. Industrial standard de-watering pumps, pipes and ancillaries like cable board with RCB for ash de-watering nearby location if requires as per the instaurations of EIC is vendor scope.
8. Water spraying arrangement at excavation site, along the transportation route and at dumping site to prevent air/dust pollution is under vendor 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 vendor scope.

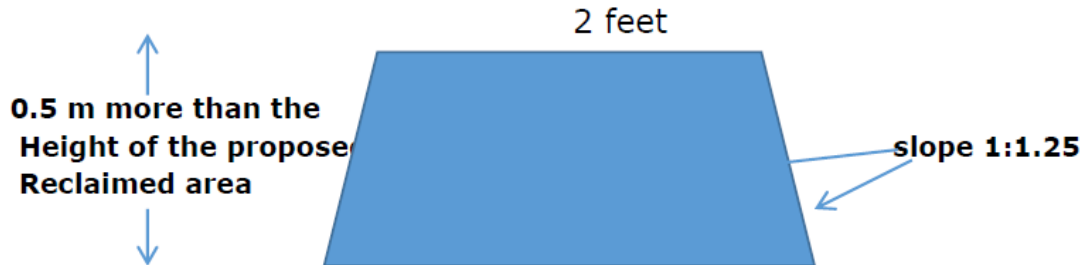
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Dated: 25.11.2021

Last date of bid submission is 02.12.2021

9. Necessary approach roads, whatever required, at the access to ash pond as well as at the disposal end and within the ash pond itself shall be constructed and shall be maintained by the vendor during execution of the work as per road safety guidelines without any financial implication to LAPL.
10. 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.
11. All statutory requirements as per the factory norms are in the scope of vendor.
12. If applicable, Soil Royalty payment will be also in the scope of vendor and for the same challan need to be submitted as a proof of payment (If applicable).
13. All necessary approvals from Govt. & any disputes clearance, Liaisoning are in the scope of vendor.
14. Dumping of ash will be done as per the latest guidelines of MOEF & CC (as amended from time to time).
15. 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
16. Dozing, leveling and shall be compacted with the help of vibratory rollers so as to achieve dry density of not less 95% as per I.S 2720 (Part VII) in the scope of vendor.
17. Covering of ash filling with 300-500 MM layer of soil (excavation, transport, leveling and compaction) as per statutory guidelines (as and when required) will be in the scope of contractor. Spreading of grass seeds in the layered soil shall be vendor's scope.
18. There shall be no spillage during transportation. Cleaning of ash spillage from roads inside/outside plant will be in scope of vendor.
19. Daily road sweeping inside plant & weigh bridge will be also in the scope of vendor.
20. Ash to be transported according to designed carrying capacity of trucks.
21. Both Tare and Gross weightment of trucks to be done at LAPL weighbridge.
22. 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.
23. Ash is to be dumped only at designated place mentioned by the EIC. Record is to be maintained at unloading area for each load and copy is to be submitted along with bill.
24. In case of disposal area being remote from plant or as per the instruction of EIC, contractor has to provide GPS enabled trucks.
25. Vehicle registration number must be displayed clearly on front, back, left, right and Front glass of the vehicles.
26. Safely loading and unloading will be in the scope of vendor.
27. 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.
28. Contract period shall be mentioned in wok order and the work should be carried as per the instruction of EIC.
29. The safety, statutory & environmental requirement are in the scope of vendor.
30. Housekeeping of the surround work done area is to be completed without any delay, after completion of respective job.
31. The vendor is to coordinate with existing ash pond bund contractor for avoid disputes & work progress.
32. This shall not be a lump sum contract; payment shall be made based on actual executed quantity however rate shall be firm till the contract period.

33. Bund preparation, strengthening and its maintenance to withstand in line with the MoEF guidelines is in the scope of the vendor.
34. Protection of pond or water body exists within or adjoining the filling area is in the scope of vendor. Earthen embankment cross-section as given in the Figure below



Cross- section of water body protection embankment

Guidelines for Transportation of Ash:- For Land Reclamation of Ash to Low lying Area, Waste land development, Mines back Filling, Stone Quarries filling areas, Road Construction, Brick Kiln, PWD B&R or miscellaneous construction sites etc. inclusive of loading and unloading

- Vendor must identify the land, and will take all permissions, NOC's, clearances and approvals from the land owners, village panchayats, sarpanch, local administrations, RO-CECB, Korba and other Competent Authorities for disposal.
- Consent/ permission should be obtained in writing from the land owner before start of work.
- Obtain statutory permission from Regulatory Authorities such as CECB as per the requirement. All Liaisoning work including requirement to obtain approvals/NOC from statutory bodies shall be in Vendor scope. LAPL shall provide necessary documentation support only.
- Soil required for soil cover shall be excavated from land fill site itself and kept separately before taking up the ash filling works. If it is not possible to do so, only the minimum quantity of soil required for the purpose of cover, shall be excavated from the soil borrow area.
- The voids so created due to removal of soil shall be filled up with ash with proper compaction and covered at top with soil cover. 300-500 MM thick soil layer shall be placed over the ash fill area (or as per latest MoEF guidelines).
- Reclamation of area by ash shall not be permitted in Flood plain area/Ecologically Sensitive Areas, Agriculture land / area, near rivers/ponds, Forest land / area and is permissible only if clearance from MoEF & CC as per latest Forest Conservation Act.
- Methodology for reclamation of low-lying area is as per the CECB guidelines
- Environment monitoring should be done before, during and after reclamation as per the schedule given by LAPL Environment Department.
- 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

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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.
- Hywa/tippers engaged for ash transportation should be fully mechanically designed covered or covered with tarpaulin without any spillage after loading inside of ash pond only.
- RTO, Tax, Vehicle fitness, Insurance, valid license for excavator operators, drivers will be in scope of Vendor.
- Area for lifting ash in ash dyke will be provided by LAPL & Vendor will engage the resources in the marked area only for lifting ash. Lifting of ash from any other area till further instruction will not be allowed.
- Ramp required for safe access & exit of vehicles in side ash dyke will be constructed & maintained as per the road safety standards by Vendor earth will be shown by LAPL (if required Royalty to be paid by vendor). Handrails with reflective tapes will be required to be installed on both sides of ramps by vendor.
- Two different ramps, one for entry & one for exit to be constructed by vendor.
- Construction of entry & exit ramp with respect to change in location of lifting ash will be in Vendor's scope.
- All the resources required for lifting of ash from dyke in Hywa/tippers will be in scope of Vendor.
- Electric connection north side of ash pond will be provided by LAPL and inside pond industrial standard cable, lights, boards, switches, RCB, laying and maintenance in scope of vendor.
- Temporary electric connections will be provided by LAPL at pond and for their temporary site office, any other tools tackles, consumables /materials will be in the scope of vendors.
- Diesel for DG set (If required) will be in scope of Vendor & loading will be stopped immediately by LAPL in case of non - functioning of lighting/illumination facility during night.
- Required liaison/permission for operating DG set will be in scope of Vendor.
- Vendor to deploy, flag men at entrances and exit of ash pond ,supervisors at loading, weighbridge, unloading areas & safety officer on shift basis, to ensure safe disposal of ash.
- Vendor 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 cancelled immediately.
- Vendor has to deploy resources for maintenance of ash dyke access road & the top of embankment to ensure safe access to the loading point.
- Excavation inside dyke for ash is to be carried out as per LAPL instructions only
- Vendor to ensure proper disposal of the wastes/filters to LAPL designated area. Penalty will be levied if it is found that waste/filters are disposed in dyke/pond area(s).
- Vendor needs to ensure availability & usage of movable fences & Traffic cones near excavated area inside dyke/near pond.
- Penalty will be levied if any LAPL property is found damaged during the ash disposal.
- Vendor has to make arrangements to control fugitive dust emissions during loading and transportation of ash within LAPL premises.
- Ash to be transported should be conditioned with water to maintain minimum of 15% moisture at the disposal point so that ash does not get air borne and cause fugitive emission.

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- 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
- All machinery (Hywas/tipper/excavator/Dozer/water tanker etc.) and manpower required for loading, shifting, unloading, compaction etc. is in Vendor's scope.
- Maintenance of dyke embankment and ash dyke approach road is in Vendor's scope
- The Vendor 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.
- 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 dedicated supervisor and two signalmen should be deployed on each shift at loading point to instruct the movement of vehicles during loading and unloading area one supervisor and signal man.
- 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.
- Repair, rectification and correction of the bund to be done by vendor, if any arising during the period of the execution.
- The vendor shall particularly take care of all types of required coordination with local civic, government authorities etc. for ensuring smooth progress of the work.
- All temporary approaches required if any, shall be in vendor's scope & has to be made at dyke or at dumping/disposal site.
- The route for transportation of ash to various locations should be finalized with LAPL EIC.
- LAPL shall conduct review meeting with the vendor 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 vendor
- The Service Provider/Vendor admits that he has duly inspected the site and its surroundings and have fully satisfied to all technical, commercial and general conditions affecting the site and the works including the nature of the ground and sub-soil, the extent and nature of the work and materials necessary for carrying out the Works, the means of communication, and

in general all risks and contingencies influencing or affecting the scope of work.

- 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)
- Water sprinkling continually to suppress the fugitive imitation 2 times in each shift including Sundays and holydays for inside plant ash transportation rout.
- 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.
- Illumination to be ensured at loading area and roadside.
- Daily vehicle inspection to be ensured for identification of the Vehicle healthiness for rectification.
- 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 (LAPL Notice attached for reference) for all workmen including drivers.
- **Covid Vaccination:** All employees of transporter's including drivers must have Covid vaccination certificate (At least single dose) (LAPL Notice attached for reference).
- **RFID System:** We are in process of implementing RFID system. After implementation, Web portal excess will be provided to vender 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. QUALIFICATION REQUIREMENTS

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

- The first criterion to participate in this bidding is vendors must have sufficient equipments to execute the work and good Liaisoning experience.**
- EARNEST MONEY:** - The bidders are required to deposit the **Earnest Money equivalent to 2% of the proposed bid value or INR 5 Lakhs, whichever is lower**, through Demand draft in favour of **"LANCO AMARKANTAK POWER LIMITED"**, for validity of three months from the date of Tender submission. *EMD of successful bidder* shall be returned within 15 days after acceptance of order by the bidder and mobilization of manpower and machinery at site. EMD of the successful

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bidder will be forfeited, if bidder fails to submit security deposits (SD).

In case of tenders of unsuccessful bidders, the earnest money shall be refunded within 7 days of the award of order/contract or after the expiry of validity period of the bids, whichever is later.

- c. In case, a successful bidder refuses to honor the Contract awarded to him, his EMD shall be forfeited.
- d. Bidders with SSI (MSME) registration shall also deposit EMD.
- e. In case any vendor does not submit EMD along with their bids, LAPL reserves the right to reject the bid at its sole discretion.
- f. **Preferences:** Preferences will be given to the following criteria's bidders :-
 - i) The Bidder who have large volume disposal area i.e. more than 5,00,000 MT
 - ii) The Bidder who have adequate equipments & manpower to be deployed
 - iii) The Bidder who have necessary NOCs & clearances i.e. Revenue & RO, etc.
 - iv) The Bidder who shall provide the necessary NOCs & clearances at the earliest.

4. DOCUMENTS TO BE SUBMITTED FOR QUALIFICATION REQUIREMENT

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

- a. Complete company profile along with credential.
- b. NOCs from Village Panchayat, District administration (Revenue & Disaster management department), RO-CECB, Korba or any other statutory bodies as applicable and applicable clearances (within 7 days from issuing of LOI).
- c. 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**.
- d. Audited Balance sheet and profit loss statement of last three years. Refer **Schedule 2**
- e. Deviation(s) taken by the Bidder in any of the clauses of this tender document. Refer **Schedule 3**
- f. Declaration of site visit (LAPL) as per format prescribed in **Schedule-4**.
- g. List of equipment's owned by bidder as per format prescribed in **Schedule-5**.

4.2 To be eligible for evaluation of the Bid and award of the contract the bidder shall satisfy the requirements of Clause 3, and 4 of this tender document. After thorough inspection of validation of all submitted documents, work order will be issued to successful bidders.

5. PRE-BID MEETING & SITE VISIT

The Bidders to mandatorily attend pre-bid meeting by site visit or over tele concall for understanding of LAPL expectation from vendors in terms of safety, health, environment, human rights, ethics, modern slavery act etc. Bidders advised to acquaint himself with the actual job, visit the Site and examine the transport and other facilities, environmental regulations, laws and by-laws of statutory bodies, and collect all information that will be necessary for preparing the bid and entering into a contract. The costs of visiting the Site shall be at the Bidder's own expense. Bidder shall submit the declaration of site visit as per **Schedule-4**, thereby amounting to consonance to such indemnification, as mentioned above.

6. 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 have online update about this tender.

7. BID PRICES

7.1 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.**

7.2 Price shall be quoted in Indian Rupees only.

7.3 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). At present GST shall be paid by the LAPL in reverse charge mechanism.

7.4 LAPL shall deduct applicable taxes at source (TDS) as per statutory requirements.

7.5 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.

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

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

7.8 Price escalation: - The final negotiated/work order issued price will be firm and fix for one year. However in the case of contract period extending more than one year, price escalation will be calculated on basis of the following formula:-

"Proportionate rate variation on account of increase or decrease in diesel price beyond 5% would be allowed. This price variation would be applicable on 33% of the rate quoted by the bidder. For avoidance of doubt, it should be expressly understood that this variation would be applicable both ways i.e. proportionate increase in rate (applicable on 33% of quoted rate) in case of diesel price increase beyond 5% and similarly proportionate reduction in rate (applicable on 33% of quoted rate) in case of diesel price decrease beyond 5%. There shall not be any change in rate as long as the increase or decrease in diesel prices is less than 5%."

8. BID VALIDITY

The Bid shall remain valid and to be open for acceptance for **a period of 4 months** from the last date of bid submission or as communicated by LAPL from the specified date of Bid opening.

9. CONTRACT PERIOD

The contract validity period will be determined considering 1 lakhs MT of ash transportation will be achieved in 75 days. Hence, in case the contracted qty increases, the contract validity period will be decided accordingly.

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

10. 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 inner and outer envelopes shall bear the following identification:

BID FOR 'UTILIZATION OF PONDASH '

"DO NOT OPEN BEFORE DATE AND TIME OF BID OPENING"

- ii. The first envelope containing the EMD shall be super scribed "PART I - EMD".
- iii. The Second envelope containing the first part of the bid shall be super scribed "PART II - TECHNICAL BID".

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

- a) Land documents
- b) Gram Panchayat NOCs
- c) District administration (Revenue & Disaster management department) NOC
- d) RO-CECB office NOC
- e) Mining Department NOC (If applicable)
- f) Any other statutory bodies as applicable and applicable clearances
- g) Company profile
- h) Schedule 01
- i) Schedule 02
- j) Schedule 03
- k) Schedule 04
- l) Schedule 05

Please note – from SL No- a to f, if any documents pending than date of submission must be mentioned.

- iv. The third envelope containing the second part of the bid shall be super scribed "PART III – COMMERCIAL BID" having the following information:-
- a) Offer price per MT
 - b) Payment terms
 - c) Estimated quantity
 - d) Work completion period
 - e) Rate bifurcation

Part III – Commercial Bid (Original Hardcopy- 1 Set, First Hard Copy) shall be addressed to and submitted shall be addressed to 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**11. 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.

12. 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.

13. BID EVALUATION

13.1 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.

13.1 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 bids will be considered as valid. Bids not complying with any of the Instructions contained herein may not be considered.

14. PROCESS TO BE CONFIDENTIAL

14.1 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.

14.2 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.

15. CLARIFICATION OF BIDS SUBMITTED BY BIDDER

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

16. CORRECTION OF ERRORS

16.1 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 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.

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

17. 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 bidder has the capability and resources to carry out the contract effectively.

18. 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 tender 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.

19. 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.
- III. Upon furnishing by the successful bidder of a Performance Security in accordance with the

provisions of Clause 21 of these bid documents, the LAPL will promptly notify the unsuccessful Bidders.

20. SIGNING OF AGREEMENT

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

21. PERFORMANCE SECURITY

- I. Within 10 days of receipt of the notification of award from the LAPL, the successful bidder shall furnish to the LAPL a Security in the form of a bank guarantee for 10% of the amount stated in the final work order or retention amount as 10% of basic value of each running bill shall be kept towards Performance LD Clause and shall be released after 3 month of successful completion of the contract. The format of the bank guarantee shall be in accordance with the sample form of performance security attached with this bid document. BG validity till the defect liability period (as mentioned in point (ii) of **Annexure A**) and claim period of further 3 months.
- II. In case of amendment of W.O. (increase of quantity or additional period), contractor has to further submit SDBG for 10% of additional amended contract value for with additional validity period as applicable.
- III. Failure of the successful Bidder to submit and furnish the required Performance Security shall constitute sufficient grounds for the annulment of the award in which event the LAPL may make the award to the next lowest evaluated Bidder or, if there are no other Bidders, call for new bids.
- IV. In case the vendor fails to execute the entire contract, for reasons not attributable to LAPL, LAPL reserves the right to forfeit the performance security.
- V. In case the LAPL incurs any liability during the defect liability period (as mentioned in point (ii) of **Annexure A**), LAPL reserves the right to forfeit the performance security, in addition of recovery of cost incurred by LAPL in excess of the amount of performance security.

22. CRITICAL DATES FOR BIDDING PROCESS:

S. No	Description	Date
1	Last date for site visit and pre bid meeting	30 NOV2021
2	Last date for submission of EMD	02 DEC 2021
3	Last date & time for submission of bids (technical + commercial)	02 DEC 2021
4	Bid opening Date (Technical + Commercial)	03-DEC 2021

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.

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Dated: 25.11.2021

Last date of bid submission is 02.12.2021

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

23. 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.

24. 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, the balance work shall be 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.)

25. ENCLOSERES

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.

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Dated: 25.11.2021

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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

✓ **Transportation of Ash to :-** Low lying Area, Waste land development, Mines back Filling, Stone Quarries filling areas, Road Construction, PWD B&R or miscellaneous construction sites, etc. inclusive of loading and unloading

Please mention _____

SL No	Item Description	Total quantity in MT (Approx)	Rate /MT
1	Transportation of Ash - inclusive of loading and unloading from LAPL ash pond up to 15KM		
2	Transportation of Ash - inclusive of loading and unloading from LAPL ash pond 15KM to 30 KM		
3	Transportation of Ash - inclusive of loading and unloading from LAPL silo up to 15KM		
4	Transportation of Ash - inclusive of loading and unloading from LAPL silo 15KM to 30 KM		
5	Bund raising with compaction In M ³		
6	Soil covering work		
	* Necessary only in filling areas nearer to water bodies		

i. Payment terms: -

- ✚ Fortnightly invoices shall be raised by vendor. Every invoice raised by the vendor shall be in minimum 10,000 (in terms of qty in MT). In case the vendor lifts minimum 2,00,000 MT of ash in any financial year, then the bills raised subsequent to completion of such lifting shall be in multiple of such amount as may be decided by LAPL. The same shall be communicated to the vendor during execution of the work.
- ✚ 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.

ii. Warranty Defect Liability

Warranty defect liability shall be 03 months from the date of completion of entire job. During warranty period, if any problem arises related to work done then the same shall be addressed & resolved by the vendor at free of cost.

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iii. Delayed Delivery charges:

In case in delay in completion of work due to reasons attributable to Contractor, he is liable to pay the liquidated damages @ 0.5% of the Total Order Value, for each completed week of delay or part thereof subjected to a maximum of 10% the Total Order Value.

iv. Taxes

Price mentioned in Price schedule 1 & 2 shall be inclusive of all taxes, levies, cess and duties etc. except GST (on the Invoice value as applicable on the date of invoice). GST shall be paid by LAPL in reverse charge mechanism at applicable rates.

v. Mobilization: Mobilization of manpower, material, tools and machinery shall be done within 02 weeks from the date of issuance of PO/LOA or date of intimation of site clearance by LAPL EIC. In case there is delay in issuance of gate pass by LAPL due to non-provision of required documents as per the process, the same shall be in vendor's account.

vi. 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.
 - 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.

vii. 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.

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- 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

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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	Completion Time as stated in the Contract	Percentage of work Completion	Remarks
1	2	3	4	5	6	7
I. Previous work details						
II. Current work in hand						

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.

< To be submitted on the letter head of the company submitting the bid>> **Certified by CA Firm**



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Last date of bid submission is 02.12.2021

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SCHEDULE-2

FINANCIAL TURNOVER

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

Year:	2020-21	2019-20	2018-19
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 clause by clause in this schedule shall fill in all deviations from the above Instructions to Bidders.

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

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

SIGNATURE -----

COMPANY SEAL

NAME -----

COMPANY -----

DESIGNATION -----

DATE -----



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Last date of bid submission is 02.12.2021

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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. 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 thoroughly with the existing site Condition & processes.

Signature

Designation

.....

(COMPANY SEAL)

Company

.....

Date

<< 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 d List of Equipment owned by Bidder *

S. No	Description	Qty

*You can attached additional annexure if required for list of equipment

SIGNATURE -----

COMPANY SEAL

NAME -----

COMPANY -----

DESIGNATION -----

DATE -----