

ARC FOR ASH TRANSPORTATION

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") in various modes as per the notifications issued by MOEF & CC (as amended from time to time) as below:-

1. Road construction projects
 2. Land Reclamation Sites
 3. Rail/Fly Over Embankment
 4. Brick kilns & Brick Manufacturing units
 5. Bridges & Roads (PWD)
 6. Mines back Filling
 7. Stone Quarries filling
 8. 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, once shortlisted in the ARC, will be required to submit proposal to LAPL EIC for necessary approvals. Disposal shall be allowed only once LAPL EIC provides written clearance for disposal/utilization of LAPL ash to identified site as proposed by vendor or LAPL and after the EIC has ensured that all the required approvals are submitted by the transporter, if any. 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

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:-

Tender Specification No: LAPL/ASH/TRANS/2021-22/04

Dated: 25.11.2021

Last date of bid submission is 02.12.2021

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. Machine marching is in the scope of vendor, no other charges will be paid for any transportation, machine movement after closing of daily work.
4. All transportation of machine & tools, marching is in the scope of vendor.
5. The body of the vehicle engaged for transportation shall be perfectly leak proof.
6. There will be no consideration for idle and escalation charges during the contract period.
7. 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.
8. 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.
9. 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.

Tender Specification No: LAPL/ASH/TRANS/2021-22/04

Dated: 25.11.2021

Last date of bid submission is 02.12.2021

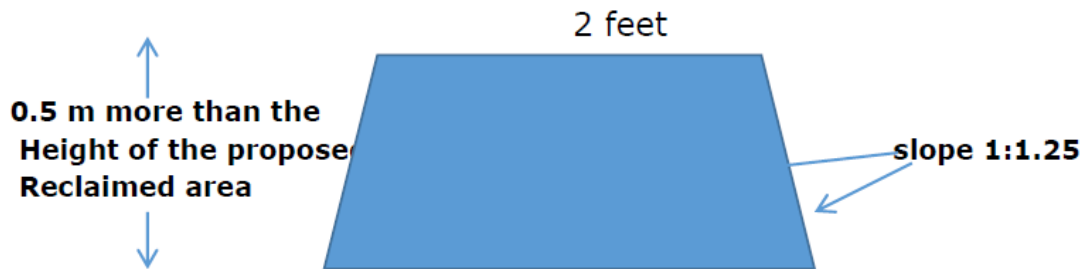
10. Necessary approach roads, whatever required, at the access to ash pond as well as at the disposal end and within the ash pond itself shall be constructed and shall be maintained by the vendor during execution of the work as per road safety guidelines without any financial implication to LAPL.
11. 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.
12. All statutory requirements as per the factory norms are in the scope of vendor.
13. 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).
14. After award of ARC, transporter has to obtain NOCs from Village Panchayat, District administration (Revenue & Disaster management department), RO-CECB, Korba or any other statutory bodies as applicable and applicable clearances. All necessary approvals from Govt. & any disputes clearance, liaising are in the scope of vendor. 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. 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.
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.

Tender Specification No: LAPL/ASH/TRANS/2021-22/04

Dated: 25.11.2021

Last date of bid submission is 02.12.2021

32. 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.
33. Bund preparation, strengthening and it's 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 liasoning 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

Tender Specification No: LAPL/ASH/TRANS/2021-22/04

Dated: 25.11.2021

Last date of bid submission is 02.12.2021

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.
- 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.
- 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 need 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

Tender Specification No: LAPL/ASH/TRANS/2021-22/04

Dated: 25.11.2021

Last date of bid submission is 02.12.2021

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.
- 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.
- 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.
- 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 to implement 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. DOCUMENTS TO BE SUBMITTED FOR QUALIFICATION REQUIREMENT

The following documents are required to be submitted for qualification:

- a. Complete company profile in line with work requirement.
- b. Previous work order copies (minimum 5 Lakhs quantity work experience)
- c. List of equipment's owned by bidder.

4. CONTRACT PERIOD

The contract validity period will be 1 year from the date of award of contract.

5. 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. **LAPL also reserves the right to allot qty to more than one bidder at their sole discretion (if avenue/land/space is provided by LAPL).**

6. 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.

7. SIGNING OF AGREEMENT

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

8. CRITICAL DATES FOR BIDDING PROCESS:

S. No	Description	Date
1	Last date for site visit and pre bid meeting	30 NOV 2021
2	Last date & time for submission of bids (technical + commercial)	02 DEC 2021
3	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.

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

9. 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

Tender Specification No: LAPL/ASH/TRANS/2021-22/04

Dated: 25.11.2021

Last date of bid submission is 02.12.2021

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

10. 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: - Low lying Area, Waste land development or miscellaneous construction sites, etc.**

SL No	Item Description	UoM	Rate
1	From dyke:- Transportation of Ash - as per detailed scope of work mentioned above up to 05 KM (Fixed cost)	In MT	
2	From silo:- Transportation of Ash - as per detailed scope of work mentioned above up to 05 KM (Fixed cost)*	In MT	
3	Per KM rate over and above fixed as per detailed scope of work mentioned above	In MT	
4	Soil covering as per MoEF guidelines	In M ³	

* In this case, ash disposal from silo will be permitted only in case of dyke road maintenance or bad road condition of dyke area

i. 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.

ii. Warranty Defect Liability

Warranty defect liability shall be 04 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.

iii. Delayed delivery charges: NA

iv. Taxes

Price mentioned in Price schedule shall be inclusive of all taxes, levies, cess and duties etc. except GST (on

Tender Specification No: LAPL/ASH/TRANS/2021-22/04

Dated: 25.11.2021

Last date of bid submission is 02.12.2021

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 01 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.

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

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.
- 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.

Tender Specification No: LAPL/ASH/TRANS/2021-22/04

Dated: 25.11.2021

Last date of bid submission is 02.12.2021

- g. **Transportation:** Transportation of manpower, material and machinery required for the completion of work shall be in scope of vendor
- h. **Termination clause**

11. 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.