

**NOTICE INVITING TENDER FOR SALE OF ASH TO NHAI ROAD PROJECT (Champa - Korba)****TENDER SCHEDULE**

Date of issue/publishing	:	25/04/2022
Last date and time for submission of bids	:	02/05/2022 (04:00 PM)
Date and time of Bid opening	:	03/05/2022 (04.00 PM)
Bid Security (Earnest Money)	:	
		Bid Security fee is Rs.5,00,000/- (Five Lakhs Only) (See Bid Security details given below). <b>(Refundable)</b> .

Any bid without Bid Security will not be considered.

Performance Security	:	The EMD amount shall be converted into SD amount. It will be kept for entire contract period and adjusted in last transaction. In case the SD amount is not settled in last transaction, the same will be refunded within 15 days after successful completion of contract.
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Warranty	:	See Technical Specifications
Bid validity period	:	180 days from the date of opening of Technical Bid.

Address for communication	:	Materials Department <b>[Lanco Amarkantak Power Limited]</b> Administrative Block, Village- Patadi, Post office – Tilkeja, Korba, 495674 Mob. No – 8966905271
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Contact number: Mobile	:	8966905271
Email address	:	<a href="mailto:sandeep.kp@lancogroup.com">sandeep.kp@lancogroup.com</a>

**Lanco Amarkantak Power Ltd., ("LAPL")** is looking for experienced and financially sound buyers for Ash offered for sale under road mode from LAPL to NHAI upcoming 4 Lane Road construction projects NH 149B (Champa – Korba). This tender document is in compliance to the clause no 5.1 of Ministry of Power (MoP) notification dated 22.02.2022 which stipulates procedure to be followed for disposal of Ash under competitive bidding complying the Ash Utilisation under MoEF & CC Notification dated 31.12.2021 .

### **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 communications, correspondence in relation to the 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](mailto:sandeep.kp@lancogroup.com)

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

**Tender Specification No: LAPL/ASH/SALE/2022-23/01**

Dated: 25.04.2022

Last date of bid submission is 02.05.2022

## 1. INTRODUCTION

**LANCO AMARKANTAK POWER LIMITED** ("hereinafter referred to as "LAPL" or "Company"), is located near Pathadi Village on Korba-Champa State Highway in Chhattisgarh, is a coal fired thermal power plant with operational capacity of 600 MW (2 x 300 MW).

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

## 2. SCOPE OF WORK

1. LAPL is inviting bidders for environmentally friendly utilization of ash (hereinafter referred as "ash") as per the notifications issued by MOEF & CC (as amended from time to time).
  - Utilization of ash from ash dyke/ash silos on "as is where is basis".
  - Customers, once shortlisted in the TENDER, will be required to submit proposal to LAPL EIC for necessary approvals. Disposal shall be allowed only once LAPL EIC provides written clearance for disposal/utilization of LAPL ash to identified site as proposed by Buyer 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 customers and the same shall be binding on the customer.
  - All works have to be carried out as per latest MoEF&CC prevailing guidelines only.

This tender is applicable for sale of ash (As and when available/required basis), Customer(s) agree to accept the sale order from Lanco Amarkantak Power Ltd. with the following detailed scope:-

### Detailed scope of work:-

**Excavation:** The customers shall excavate the ash from the ash ponds by mechanical means such as excavators (from own resources). The buyer shall excavate ash to the required depths and inclinations leaving the excavated surface level and trim as per the direction of the Engineer - in - Charge. Customers also take all the necessary precautions at their own cost to avoid slipping off from sides. Required necessary industrial slanted de-watering pumps, pipes and ancillaries like cable board with RCB for ash de-watering nearby location if required as per the instructions of EIC is in customer's 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 (from own resources).

**Guidelines for Transportation of Ash:-**

1. Transportation is in the scope of Buyer.
2. All transportation of machines & tools, marching is in the scope of Buyer.
3. The body of the vehicles engaged for transportation shall be perfectly leak proof.
4. There will be no consideration for idle charges during the contract period.
5. Top Covering of vehicle with tarpaulin during transportation and to ensure no leakage/no spillage of ash is in the scope of Buyer to prevent emission of ash during transportation.
6. Industrial standard de-watering pumps, pipes and ancillaries like cable board with RCB for ash de-watering nearby location, if required as per the instructions of EIC is in Buyer's scope.
7. Water spraying arrangement at excavation site, along the transportation route and at dumping site to prevent air/dust pollution is under Buyer 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 Buyer scope.
8. 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 with required materials and shall be maintained by the Buyer during execution of the work as per road safety guidelines
9. For any environment imbalance, the Buyer will be responsible and attend to the same at their own cost. The Buyer will be responsible for any adverse environmental impact due to dumping of the fly ash.
10. All statutory requirements as per the factory norms are in the scope of Buyer.
11. If applicable, Soil Royalty payment will be also in the scope of buyer and for the same challan need to be submitted as a proof of payment (If applicable).
12. After award of TENDER, the transporter has to obtain NOCs from Village Panchayat, District administration (Revenue & Disaster management department), RO-CECB, Korba or any other statutory bodies as applicable and applicable clearances. All necessary approvals from Govt. & any disputes clearance, liasoning is in the scope of Buyer. Dumping of ash will be done as per the latest guidelines of MOEF &CC (as amended from time to time).
13. LAPL will endeavor to update the Buyer about any change in legal requirements for loading / transportation / unloading / etc. of ash. However, it is the responsibility of the Buyer to keep themselves updated about all the existing and latest environmental rules / guidelines / notifications for ash loading / transportation / unloading / etc. and LAPL shall not be held responsible in case Buyer performs any non-compliance in this regard. Any penalties/case arises or cost levied to LAPL due to non-compliance in this regard will be in the scope of Buyer only. The cost of the same EIC will be borne bythe Buyer or recovered from buyer's money available with LAPL.
14. Ash to be transported properly in covered trucks and there shall be no spillage during transportation. Cleaning of ash spillage from roads inside/outside plant will be in scope of Buyer.
15. Daily road sweeping inside plant & weigh bridge will also be in the scope of Buyer.
16. Ash to be transported according to designed carrying capacity of trucks.
17. Both Tare and Gross weighthment of trucks to be done at LAPL weighbridge.
18. In case of Weighbridge shut down/maintenance, designed capacity weight of vehicle will be given if truck filled full & Tare weight of the vehicle will be considered as per the previous records.
19. Ash to be dumped only at designated place mentioned by the EIC. Record is to be maintained at unloading area for each load and copy to be submitted along with bill.
20. In case of disposal area being remote from plant or as per the instruction of EIC, buyer has to provide GPS enabled trucks.
21. Vehicle registration number must be displayed clearly on front, back, left, right and Front glass of the vehicles.
22. Safely loading and unloading will be in the scope of Buyer.

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Dated: 25.04.2022

Last date of bid submission is 02.05.2022

23. All the required standard safety measures & PPEs, at the loading & unloading area and during Contract period shall be mentioned in sale order and the quantity should be carried as per the instruction of EIC.
24. The safety, statutory & environmental requirement are in the scope of Buyer.
25. Housekeeping of the surround work done area is to be completed without any delay, after completion of respective job.
26. The buyer to coordinate with existing ash pond bund maintenance Buyers team and other buyers to avoid any dispute and for smooth flow of work.
27. The buyer should also have the capability to arrange for replacement of any machinery in the event of their breakdown.

**General Instructions:-**

- Obtain statutory permission from Regulatory Authorities such as CECB as per the requirement. All liasioning work including requirement to obtain approvals/NOC from statutory bodies shall be in Buyer scope. LAPL shall only provide necessary documentation support.
- LAPL EIC shall certify the fortnightly quantity lifted by Buyer as per LAPL weighbridge report. Further LAPL weigh bridge report shall be considered for all commercial purposes.
- The Buyer shall ensure compliance of all the rules and regulations under latest Motor Vehicle Act for the transportation under this contract. LAPL shall not be responsible for any non-compliance of the rules. The Buyer 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 Buyer's scope.
- Vehicle fitness, Insurance, Vialled license for excavator operators, drivers are required at the gate entry for issuing of gate pass..
- Area for lifting ash in ash dyke will be provided by LAPL & Buyer 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 with all required materials & maintained as per the road safety standards by Buyer (Royalty to be paid by Buyer, if required). Handrails with reflective tapes will be required to be installed on both sides of ramps by Buyer.
- Two different ramps, one for entry & one for exit to be constructed by Buyer.
- Construction of entry & exit ramp with respect to change in location of lifting ash will be in Buyer's scope.
- All the resources required for lifting of ash from dyke in Hywa/tippers will be in scope of Buyer.
- Electric connection Center bund of ash pond will be provided by LAPL and inside pond industrial standard cable, lights, boards, switches, RCB, laying and maintenance in scope of Buyer.
- Pond area and for their temporary site office, any other tools tackles, consumables /materials will be in the scope of Buyers.



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- Buyer 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.
- Buyer has to provide Safety officer in all 3 shifts for Safety toolbox talk, vehicles & drivers fitness checking and safe movement of transportation and environment controls inside and outside of plant.
- Operators/drivers engaged in resources for ash disposal has to follow the LAPL safety guidelines & gate pass of the person found violating the same will be immediately cancelled.
- Buyer 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 ash dyke to be carried out only as per LAPL instructions.
- Buyer 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).
- Buyer need to ensure availability & usage of movable fences & Traffic cones near excavated area inside ash dyke/near pond.
- Penalty will be levied if any LAPL property is found damaged during the ash disposal.
- Buyer 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.
- 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 Buyer shall ensure that spilled ash is collected and transported to the disposal/usage site immediately.
- Penalty will be levied in case of any safety violations during the ash disposal as per the LAPL Safety norms and amount shall be collected from Buyer.
- Penalty will be levied in case of any Environment violations during the ash disposal as per the LAPL Environment norms and penalty amount shall be collected from Buyer.
- The speed limit of vehicles carrying ash should be strictly enforced and it should not exceed 20 km per hour plying inside plant.
- All machinery (Hywas/tipper/excavator/Dozer/water tanker etc.) and manpower required for loading, shifting, unloading, compaction etc. is in Buyer's scope.
- Maintenance of dyke embankment and ash dyke approach road is in Buyer's scope
- Buyer has to comply with all the applicable statutory requirements.
- The Buyer shall be fully responsible for the operation of the machinery. For any incident due to mishandling or faulty operation of the Buyer/ Buyer's workers, such Buyer 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 Sale Order.
- One dedicated supervisor, safety supervisor and two signalmen should be deployed on each shift at loading point to instruct the movement of vehicles during loading and unloading area one supervisor and signal man.
- One register should be maintained at loading point by Buyer, in which the no of trips per hywa/tipper, loading time, vehicle break down time etc is to be properly registered.
- Housekeeping will be done by the Buyer wherever spillage of ash occurs on the road by Hywas/tippers.
- The dumpers should not carry beyond the maximum designed capacity.

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- 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 Buyer, if any arising during the period of the execution.
- The Buyer shall particularly take care of all types of required coordination with local government authorities etc. for ensuring smooth progress of the work.
- All temporary approaches, required if any, including material shall be in Buyer'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 Buyer 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 Buyer
- The Service Provider/Buyer 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 Buyer/Buyer's materials from inside or outside the plant premises, the Buyer will be responsible.
- Ensure 100% safety induction for all drivers, Supervisors and operators.
- Ensure 100% PPEs Compliances (Like-Safety helmet, Dust mask, Safety shoe, hand gloves, Safety reflective jackets, reflecting tapes etc.)
- Safety supervisors for monitoring of the ash excavation jobs and traffic controller ( as per requirements in each shift from Buyer inside the plant e.g. Dyke, weigh bridge, etc )
- Water sprinkling continually to suppress the fugitive emission 2 times in each shift including Sundays and holidays for inside plant ash transportation route.
- All legal compliances related to vehicles to be fulfilled and all documents submitted before commencement of the job.
- Risk assessment to be done for vehicle movement.
- Illumination to be ensured at loading area and roadside.
- Daily vehicle inspection to be ensured for identification of the Vehicle healthiness and its rectification.
- Use of mobile phones while driving and loading of the ash is strictly prohibited.
- Vehicle safety devices like horn, back horn and lights inventory to be maintained by the Buyers.
- **Covid Guidelines:** Buyer 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 (Double dose).
- **RFID System:** We are in process to implement RFID system. After implementation, Web portal access will be provided to Buyer for vehicle registration, the responsibility of Buyer to run the vehicle throughout the contract period and RFID cards will be issued for all vehicles. The cost of RFID cards will be in scope of Buyers.
- **Work Execution:** The qualified bidder can execute the evacuation from pond as per site condition and time to time instructions from EIC.

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### 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:

- a. **The first criterion to participate in this bidding is Buyers must have sufficient equipment's to execute the work and good Liasioning experience.**
- b. **EARNEST MONEY:** - The bidders are required to deposit the **Earnest Money equivalent to INR 5 Lakhs**, 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 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, their EMD shall be forfeited.
- d. Bidders with SSI (MSME) registration shall also deposit EMD.
- e. In case any bidder does not submit EMD along with their bids, LAPL reserves the right to reject the bid at its sole discretion.

### 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 credentials.
- b. 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.



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## 5. PRE-BID MEETING & SITE VISIT

The Bidders to mandatorily attend pre-bid meeting by site visit for understanding of LAPL expectation from Buyers in terms of safety, health, environment, human rights, ethics, modern slavery act etc. Bidders advised to acquaint themselves with the actual job, visit the Site and examine the transport and other facilities, environmental regulations, laws and bye-laws of statutory bodies, and collect all information that will be necessary for preparing the bid and entering into a contract. The costs of visiting the Site shall be at the 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. CORRIGENDUM 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(s). Addendum(s) may also cover the queries raised and the responses given. Addendum(s) shall be uploaded on our website <http://lancogroup.com>, it shall be the responsibility of bidders to regularly visit the website for checking for amendments/addendum(s) (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. excluding GST & TCS (on the invoice value as applicable on the date of invoice).

7.4 LAPL shall collect applicable taxes at source (TCS) 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.

## 8. BID VALIDITY

The Bid shall remain valid and to be open for acceptance for **a period of 45 days** from the last date of bid submission or as communicated by LAPL from the specified date of Bid opening.

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**9. CONTRACT PERIOD**

The contract validity period will be 1 year from the issue of sale order, the contract validity period will be accordingly decided.

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

**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 two parts are-
- (a) Technical Bid
  - (b) Commercial Bid

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

**LAPL/ASH/SALE/2022-23/01-BID FOR 'UTILIZATION OF ASH'- TO NHAI  
"DO NOT OPEN BEFORE (DATE) AND (TIME) OF BID OPENING"**

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

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

**Manager (C&M)****Lanco Amarkantak Power Limited**

Administrative Block, Village- Patadi,

Post office – Tilkeja, Korba, 495674

Mob. No – 8966905271

Email: [sandeep.kp@lancogroup.com](mailto:sandeep.kp@lancogroup.com)

- ii. The first envelope containing the first part of the bid shall be super scribed as "**LAPL/ASH/SALE/2022-23/01- PART I -TECHNICAL BID**".

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

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

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

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- iii. The second envelope containing the second part of the bid shall be super scribed as "LAPL/ASH/SALE/2022-23/01-PART II –COMMERCIAL BID" having the following information as per prescribed format of the tender document (Annexure A):-

**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 Addendum(s), 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 sale order/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. Depending upon the quantity of ash to be evacuated from the ash dyke/pond and the competitive price(s) quoted by the Bidders, LAPL reserves its right to award the contract to more than one Bidder under this tender. During the term of the tender contract, in case of continuous unsatisfactory performance of the selected Bidder(s), LAPL in order to meet its ash utilization targets as per applicable MOEF&CC notifications, as amended from time to time, shall have discretion to award additional contract(s) to other technically qualified Bidders agreeing to lift the ash at the competitive price(s).

## LAPL'S RESERVES THE RIGHT TO ACCEPT ANY BID OR REJECT ANY ONE 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 highest 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.

## 18. 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.

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.

## 19. Initial advance payment

I. Within 10 days from the date of awarding the order from the LAPL, the successful bidder shall furnish the initial amount in the form of a DD /RTGS for one (01) month of the amount stated in the final sale order value.

II. Failure of the successful Bidder to submit and furnish the required EMD shall constitute sufficient grounds for the annulment of the award in which event the LAPL may make the award to the next highest evaluated Bidder or, if there are no other Bidders, call for new bids.

III. In case the Buyer fails to execute the entire contract, for reasons not attributable to LAPL, LAPL reserves the right to forfeit the EMD amount.

## 20. CRITICAL DATES FOR BIDDING PROCESS:

Timelines mentioned above are indicative and are subject to change at the discretion of LAPL. LAPL reserves the right to amend the above schedule or modify/cancel the 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.

## 21. INDEMNITY

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

## 22. 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 EMD and Outstanding payments, if any may also be forfeited at sole discretion of LAPL.

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

### 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.





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**Tender Specification No: LAPL/ASH/SALE/2022-23/01**

Dated: 25.04.2022

Last date of bid submission is 02.05.2022

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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**Corporate Office :**  
Plot No : 397, Udyog Vihar,  
Phase - 3, Gurgaon - 122016  
Phone : 0124-4741000 / 01 / 02 / 03  
Fax : 0124 - 4741024

**Project Office:**  
Village : Pathadi, P.O : Tilkeja.  
Dist - Korba, Chattisgarh – 495 674  
Phone : 07759 -279938  
Fax : 07759 - 279970

**Registered Office:**  
'LANCO HOUSE', Plot No: 4, Software Units Layout  
Hitech City, Madhapur, Hyderabad – 500 081  
Phone : 040 - 40090400  
Fax : 040 - 23116127

www.lancogroup.com

&lt;&lt; To be submitted on the letter head of the company submitting the bid&gt;&gt;

**ANNEXURE A – PRICE SCHEDULE**

Price bid to be submitted by Bidders in the attached format

SL No	Particular	UOM	Required Est. Qty	Rate	Contract period (work completion)
1	FLY ASH (LAPL ash Silo)	MT			
2	POND ASH	MT			

**Payment terms: -**

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

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

**Taxes:-**

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

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

**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.

**Deductions and Penalties:**

- LAPL shall be entitled to recover all costs, 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 EMD amount of the buyer and adjust it to recover such cost, charges, expenses, etc.
- The Buyer 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 Buyer negligence or wrong workmanship, the cost of the same as per prevailing market rate plus departmental expenses shall be recovered from EMD amount.

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

**LAPL shall be entitled to recover from Buyer's bills Safety, environment & statutory deviations including water sprinkling cost under contractor's scope.**

**e. Others:**

- PPE:** All PPEs required for the job shall be in the scope of Buyer.
- Insurance:** Insurance of buyer's material, machinery and manpower will be in scope of buyer.
- 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.
- Completeness:** All the resources required and jobs to be executed for completion of work as per the contract shall be arranged by buyer.
- Security:** The security of the material, machinery and tools will be in the scope of Buyer and LAPL shall not be responsible for any theft or loss of any material.
- Boarding & Lodging:** Boarding and lodging of manpower supplied by Buyer for completion of job shall be in the scope of Buyer.
- Transportation:** Transportation of manpower, material and machinery required for the completion of work shall be in the scope of Buyer.

< 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.*

**Tender Specification No: LAPL/ASH/SALE/2022-23/01**

Dated: 25.04.2022

Last date of bid submission is 02.05.2022

< To be submitted on the letter head of the company submitting the bid>> **Certified by CA Firm****SCHEDULE -2****FINANCIAL TURNOVER**

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

<b>Year:</b>	<b>2020-21</b>	<b>2019-20</b>	<b>2018-19</b>
<b>Total:</b>			





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## SCHEDULE-3

### SCHEDULE OF DEVIATIONS IN BID

The Bidder in this schedule shall fill in clause by clause all deviations taken 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 02.05.2022

**Tender Specification No: LAPL/ASH/SALE/2022-23/01**

Dated: 25.04.2022

## SCHEDULE-4

### DECLARATION OF SITE VISIT BY THE BIDDERS

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

Signature .....

Designation .....

.....

(COMPANY SEAL)

Company .....

.....

Date .....

### SCHEDULE-5

#### List of Equipments owned by Bidder

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

S. No	Description	Qty

\*Bidder can attached additional annexure, if required for list of equipments

Signature .....

Designation .....

.....

(COMPANY SEAL)

Company .....

.....

Date .....