



Always Inspiring

NOTICE INVITING TENDER FOR SALE OF FLY ASH TO CEMENT INDUSTRY

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). (Refundable) . |
| | | 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. |
| Warranty | : | See Technical Specifications |
| Bid validity period | : | 180 days from the date of opening of Technical Bid. |
| Address for communication | : | Materials Department [Lanco Amarkantak Power Limited] Administrative Block, Village- Patadi, Post office – Tilkeja, Korba, 495674 Mob. No – 8966905271 |
| Contact number: Mobile | : | 8966905271 |
| Email address | : | sandeep.kp@lancogroup.com |



Lanco Amarkantak Power Ltd., (“LAPL”) is looking for strategic and long-term association with the cement manufacturing companies for lifting of fly ash in closed bulkers (Sale of Ash) offered under road mode from LAPL silo. 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 PROPOSAL AND INSTRUCTIONS TO PROPOSALS

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



Always Inspiring

CONTENTS

| SI No | Particular | Page No |
|-------|--|---------|
| 1 | Introduction | 3 |
| 2 | Scope of Work | 3 |
| 3 | Qualification Requirements | 5 |
| 4 | Amendment of Bidding Documents | 5 |
| 5 | Bid Prices | 5 |
| 6 | Bid Validity | 5 |
| 7 | Contract Period | 6 |
| 8 | Submission of Bids | 6 |
| 9 | Deadlines for Submission of Bids | 6 |
| 10 | Late Bids | 6 |
| 11 | Bid Evaluation | 6 |
| 12 | Process to be Confidential | 6 |
| 13 | Clarification of Bids submitted by Bidder | 7 |
| 14 | Correction of Error | 7 |
| 15 | Award Criteria | 7 |
| 16 | LAPL's Right to Accept any Bid and to Reject any or all bids | 7 |
| 17 | Notification of Award | 7 |
| 18 | Signing of Agreement | 8 |
| 19 | Critical Date for Bidding Process | 8 |
| 20 | Indemnity | 8 |
| 21 | Termination Clause | 8 |
| 22 | Enclosures | 8 |
| 23 | Annexure A Price Schedule | 10-Nov |
| 24 | Schedule 1 Deviation(s) taken by the bidder in any of the clauses of this proposal | 12 |



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).

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 proposals from Cement Manufacturing Company (s) (hereinafter referred to as "Buyers") for lifting of fly ash (hereinafter referred as "ash") in road mode from LAPL silo as per the notifications issued by MOEF & CC (as amended from time to time):-

Transportation: Nuisance free and pollution free transportation should be the main motto of transportation of ash in leak proof covered bulkers from LAPL to the cement plants (with own resources).

1. Fly ash will be provided from LAPL silo on chargeable basis.
2. For lifting of fly ash, transportation and its liability (charges of fuel, oils, operators, helpers and bulker's maintenance) will be in the scope of Buyers.
3. The body of the vehicle engaged for transportation shall be perfectly leak proof Bulklers.
4. There will be no consideration for idle and escalation charges during the contract period.
5. The Buyer will be responsible for any environmental damage during ash transportation. Buyer shall arrange to address and rectify the damage at their cost.
6. The fly ash is supplied only for the purpose of Cement Manufacturing. Buyer cannot utilize the ash for any other purpose.
7. All statutory requirements as per the factory norms are in the scope of Buyer.
8. 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 Cement manufacturing company. The cost of the same will be borne by the Buyer.**
9. Ash to be transported properly in covered bulklers and there shall be no spillage during transportation. Cleaning of ash spillage from roads inside/outside plant will be in scope of Buyer.
10. Ash to be transported according to designed carrying capacity of bulklers.
11. Both Tare and Gross weighments of bulklers to be done at LAPL weighbridge.
12. Ash is to be unloaded at Buyers designated place only.
13. Safe loading and unloading will be in the scope of Buyer.



Always Inspiring

14. All the required safety measures & PPEs, at the loading & unloading area and during transportation are in the scope of Buyer.
15. Contract period shall be mentioned in work order and the work should be carried as per the instruction of LAPL's engineer In Charge (EIC).
16. The safety, statutory & environmental requirement are in the scope of Buyer.

General guidelines for Transportation of Ash:-

- Buyer has to comply all the applicable statutory norms.
- All liasoning work including requirement to obtain approvals/NOC from statutory bodies shall be in Buyer scope. LAPL shall provide necessary documentation support only (if required).
- LAPL EIC shall certify the fortnightly quantity lifted by Buyer as per LAPL weighbridge report. Further LAPL weigh bridge quantity shall be considered for all commercial purposes.
- The Buyer shall ensure compliance of all the rules and regulation under latest MotorVehicle 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 Bulklers are to be engaged for transportation of ash to cement plants.
- Bulklers arranged for ash transportation will be inspected initially by LAPL Security persons, if found unfit vehicle, as per LAPL vehicle safety guidelines, will be banned for entry.
- Penalty will be levied if any LAPL property is found damaged during the ash disposal.
- In case of any spillage enroute during transportation of ash, the Buyer shall ensure that spilled ash is collected and transported to the disposal/usage site immediately.
- The speed limit of vehicles carrying ash should be strictly enforced and it should not exceed 20 km per hour inside the plant.
- The Buyer 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.
- 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 SOP / Work Order.
- The bulklers should not carry beyond the maximum designed capacity.
- Proper managed TAT to avoid accumulation of bulker & road blockage
- Loading shall be done on 24X7 basis on all days of the week.
- The Buyer shall particularly take care of all types of required coordination with local government authorities etc. for ensuring smooth progress of the 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 divers, Supervisors and operators.
- Ensure 100% PPEs Compliances (Like-Safety helmet, Dust mask, Safety shoe, hand gloves, Safety reflective jackets, Reflecting tap etc.).
- Ensure all filled bulklers shunt to be closed properly.



- All legal compliances related to vehicles to be fulfilled and all documents submitted before commencement of the job.
- Risk assessment to be done for vehicle movement.
- Daily vehicle inspection to be ensured for identification of the Vehicle healthiness for rectification.
- Use of Mobile phones while driving and loading of the ash is banned.
- Vehicle safety devices like horn, back horn and lights inventory to be maintained by the Buyers.

3. QUALIFICATION REQUIREMENTS

- Bidders must have "Running Cement Manufacturing plant". Bidder may authorize another agency in their BID for lifting the ash but all the liabilities stipulated in the contract will have to be unconditionally borne by Bidder only. It is expressly agreed that bidder can utilize the fly ash only for the purpose of cement manufacturing.**
- 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.
- In case, a successful bidder refuses to honor the Contract awarded to him, their EMD shall be forfeited.
- Bidders with SSI (MSME) registration shall also deposit EMD.
- 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. 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(s). Addendum(s) may also cover the queries raised and the responses given. Addendum(s) shall be uploaded on LAPL 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 proposal.



Always Inspiring

5. BID PRICES

- ✚ Unless explicitly stated otherwise in the Bidding Documents, the contract shall be for the entire Scope of Work, described in this proposal. Prices shall be submitted as per table in **Annexure A Price schedule.**
- ✚ Price shall be quoted in Indian Rupees only.
- ✚ 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).
- ✚ LAPL shall deduct applicable taxes at source (TCS) as per statutory requirements.
- ✚ Bids must be submitted solely based on the Bidding Documents and must be free of any qualifying statements.
- ✚ Bidder shall submit offers that comply with the requirements of the Bid Document.

6. BID VALIDITY

The Bid shall remain valid for acceptance for a period of 45 days from the last date of bid submission or as requested by LAPL for further extension.



7. CONTRACT PERIOD

Contract period shall be one year from date of award of the sale order.

8. 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/2022-23/03-BID FOR 'UTILIZATION OF ASH'- TO CEMENT PLANTS
"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

- ii. The first envelope containing the first part of the bid shall be super scribed as "**LAPL/ASH/SALE/2022-23/03- 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.**



Always Inspiring

- iii. The second envelope containing the second part of the bid shall be super scribed as "**LAPL/ASH/SALE/2022-23/03-PART II –COMMERCIAL BID**" having the following information as per prescribed format of the tender document (Annexure A):-

9. 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.

10. 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.

11. BID EVALUATION

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.

12. PROCESS TO BE CONFIDENTIAL

- I. 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.
- II. 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.



13. 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.

14. CORRECTION OF ERRORS

14.1 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 that event, the total amount as quoted will govern.

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

15. 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. 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).

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

Notwithstanding anything contained in the proposal, LAPL reserves the right to accept any proposal 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.



17. 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.



18. SIGNING OF AGREEMENT

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

19. CRITICAL DATES FOR BIDDING PROCESS:

| SL No | Description | Date |
|-------|--|------------------|
| 1 | Last date for submission of Bid (Through E-mail as well as hard copy) | 02-May-22 |

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

20. 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.

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

However, if the Buyer desired to quit the contract, he will have to give at least one month's notice.

22. ENCLOSURES

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



Always Inspiring

ANNEXURE I - GENERAL TERMS AND CONDITIONS

ANNEXURE II - SAFETY GUIDELINES

ANNEXURE III - SPECIAL SAFETY GUIDELINES

ANNEXURE IV - BUYER SAFETY MANAGEMENT

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

<<This space is intentionally left blank>>

<< 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

✓ **Sale of Ash from LAPL silo:-**

| SL No | Item Description | Total Quantity to be Required in MT (Approx.)* | Rate /MT |
|-------|--------------------------------|--|----------|
| 1 | Fly Ash (form LAPL silo) in MT | | |

* Buyer shall also provide estimated quantity to be lifted on daily average basis

Proposal Specification No: LAPL/ASH/SALE/2022-23/03

Dated: 25.04.2022

1) Payment terms: -

Fortnightly invoices shall be raised by LAPL. Monthly advance payment including 100% taxes (before placement of vehicles for lifting of Ash) in the form 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 vehicles will be allowed into 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 statue.

2) Mobilization: Sufficient Bulkers must deploy to ensure daily average quantity is lifted.**3) Deductions and Penalties:**

- i) LAPL shall be entitled to recover from Buyer's bills all cost, damages, expenses which may have to incur or become liable to incur *as a result of Buyer's negligence* or any other action that may originate such cost, charges, expenses etc.
- ii) In case Buyer's amount is not adequate to cover such recovery amount the balance shall be deducted from any sum which may become due to Buyer at any time thereafter under this or any other contract Buyer 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.
- iii) 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 Buyer bills / security deposit amount.
- iv) For any accident due to the negligence of the Buyer/ Buyer's deployed agencies/workers or sub Buyers, following penalties shall be levied.
 - i. For fatal accident – Rs.20.00 Lakh (or more to be decided by LAPL)
 - ii. For reportable accident (Permanent disability) – Rs.10.00 Lakh (or more to be decided by LAPL)

4) Others:

- a. **PPE:** All PPEs required for the job shall be in scope of Buyer.
- b. **Insurance:** Insurance of Buyer's material, machinery and manpower will be in scope of Buyer.
- 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 Buyer.
- e. **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.
- f. **Boarding & Lodging:** Boarding and lodging of manpower supplied by Buyer for completion of job shall be in scope of Buyer.
- g. **Transportation:** Transportation of manpower, material and machinery required for the completion of work shall be in scope of Buyer.



Proposal Specification No: LAPL/ASH/SALE/2022-23/03
Dated: 25.04.2022

Always Inspiring
Last date of bid submission is 02.05.2022

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

SCHEDULE -1

SCHEDULE OF DEVIATIONS IN BID

The Bidder in this schedule shall fill 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 -----

