

Tender Specification No: LAPL/ASH/TRANS/2022-23/08

Dated: 04.02.2023

Last Date of Bid Submission is 13.02.2023

“NOTICE INVITING TENDER”**ASH TRANSPORTATION TO WESTERN QUARRY OF MANIKPUR OPEN CAST MINES**

Lanco Amarkantak Power Ltd., (“LAPL”) intends to engage experienced and financially sound Bidders for Transportation of Ash from LAPL Korba Thermal Power Plant to Western quarry of Manikpur open cast mines. This tender document is in compliance to the Clause No. 5.3 of Ministry of Power (MOP) notification dated 22.02.2022 (after complying clause no. 5.1 and 5.2) which stipulates procedure to be followed for disposal of Ash under competitive bidding complying the Ash Utilization under MoEF&CC Notification dated 31.12.2021.

TENDER SCHEDULE:-

Tender shall be uploaded on website <http://lancogroup.com>. Bidder must regularly visit the website to check for amendments/corrigendum (if any) till submission date. All amendments/corrigendum notifications will form as part of Bid.

Date of Issue/Publishing	: 04/02/2023
Last Date and Time for Submission of Bids	: 13/02/2023 at 16:00 Hrs.
Bid Security (Earnest Money)	: Bid Security Fee is Rs.5,00,000.00 (Five Lakhs Only) Any Bid submitted without Earnest Money in specified format shall not be considered
Bid validity period	: 4 months 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, Chhattisgarh-495674. Contact Number-8966905271, e-mail-sandeep.kp@lancogroup.com

LAPL RESERVES ALL RIGHTS TO MODIFY/ALTER/CHANGE ANY PART OF THIS TENDER AT ITS SOLE DISCRETION.

LANCO AMARKANTAK POWER LIMITED

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Corporate Identity Number: U40109TG2001PLC03265

Tender Specification No: LAPL/ASH/TRANS/2022-23/08**Dated: 04.02.2023****Last Date of Bid Submission is 13.02.2023****CONTENTS**

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INVITATION TO TENDER AND INSTRUCTIONS TO BIDDERS

- The Bid should be unconditional acceptance to the terms as contained in the Tender Document.
- No over-writings or correction shall be accepted unless authenticated with signature.
- All communications, correspondence in relation to the tender should be addressed to:

**Sr. Manager (C&M),
Lanco Amarkantak Power Limited.
Administrative Block, Village- Patadi, Post Office-Tilkeja,
Korba, Chhattisgarh, Pin - 495674.
Mob. No.-8966905271, Email: sandeep.kp@lancogroup.com**

1) INTRODUCTION:-

LANCO AMARKANTAK POWER LIMITED ("hereinafter referred to as "LAPL" or "Company"), is located Near Patadi 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 hereby invites bids from Bidders for environment friendly utilization of ash (hereinafter referred as "ash") as per the notifications issued by MOEF&CC (as amended from time to time).

- a) The tentative Quantity of Ash is 5,86,000 (Five Lakhs and eighty six Thousand) MT approx. of Ash subjected to further instruction of SECL.
- b) Utilization of ash from ash dyke / silos on "as is where is basis" inclusive of loading/unloading with transportation from LAPL site to western quarry of Manikpur OCM.
- c) Bidders have to execute/adhere to SECL's requirement of ash disposal at mine as per Section 2.5 of this tender document.
- d) **Monthly Quantity/Trip confirmation certificate duly certified by Office of Area Manager/Sub Area Manager, Manikpur Korba region as per SECL prevailing procedure is mandatory for work done certification.**

The Bidders have to confirm that they have duly inspected the site and its surroundings and have fully satisfied themselves of 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.

This Tender is applicable for ash transportation (As is where is basis/required basis), Bidder(s) agreed to accept the work order from Lanco Amarkantak Power Ltd. with the following detailed scope of work:-

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Tender Specification No: LAPL/ASH/TRANS/2022-23/08**Dated: 04.02.2023****Last Date of Bid Submission is 13.02.2023****2.1) Excavation of Ash from LAPL Ash Pond/Dyke**

- a) Based on SECL's requirement of Ash, bidder must submit excavation plan to EIC LAPL.
- b) The bidder shall excavate the ash from the ash ponds by mechanical means such as excavators. The Bidder 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. Bidder shall take all the necessary precautions at his own cost to avoid slipping off from sides.
- c) Required necessary industrial standard de-watering pumps, pipes and ancillaries like cable board with RCB for ash de-watering nearby location as required as per the instructions of EIC is in Bidder's scope.
- d) Temporary electric connection on north side of ash pond will be provided by LAPL and necessary industrial standard cable, lights, boards, switches, RCB, laying and maintenance of equipment is in the scope of Bidder.
- e) **Water spraying arrangement at excavation site, along the transportation route to prevent air/dust pollution is under Bidder's 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 in Bidder's scope. Contractor should strictly comply with above water spraying requirement to control environmental pollution. LAPL reserves its right to recover cost on account of any violation on this account by the Contractor.
- f) Approach roads/ramps at ash pond shall be maintained by the Bidder during execution of the work as per road safety guidelines without any financial implication to LAPL.
- g) Ramp required for safe access & exit of vehicles inside ash dyke will be constructed & maintained by the bidder as per the road safety standards. Required earth for inside of ash pond for vehicle movement & Royalty to be paid by the Bidder (if required). Handrails with reflective tapes will be required to be installed on both sides of ramps by Bidder. Soil Royalty payment will be also in the scope of Bidder and for the same Challan need to be submitted as a proof of payment for record purpose.
- h) Before commencement of excavation work, wetting of pond ash shall be within the purview of the bidders to avoid fugitive emission of ash.

2.2) Equipments:-

The bidder will have to engage following equipments in sufficient numbers for proper execution of work in time bound manner including ramp preparation/dyke road preparation:-

- a) TIPPERS/DUMPERS/HYVAS,
- b) EXCAVATORS,
- c) WATER TANKERS
- d) DOZERS/JCB

Equipment at unloading site:

- e) Dozers to doze the transported ash as per SECL requirement.
- f) Water tankers to control fugitive emission at unloading site(i.e. at western quarry of Manikpur OCM)
- g) **Separate Water Tanker to be engaged to control fugitive dust emission in roads of habitat area over transportation route by the bidder.**

The bidder must also have the capability to arrange for replacement of any machinery in the event of their breakdown. All machinery (Hywas/tipper/excavator/dozer/water tanker etc.) and manpower required for loading, shifting, unloading, compaction, cleaning, etc. is in bidder's scope.

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2.3) Transportation of Ash

Nuisance free and pollution free transportation should be the main conditions of transportation of ash in leak proof covered dumpers up to the dumping area as per MOEF&CC, RO CECB-Korba and SECL's guidelines.

- a) Transported ash in the dumpers should be disposed at the approved site as instructed by Sub Area Manager/Sub Area Manager (Manikpur Mines) of SECL. All necessary precautions must be taken to avoid pollution due to disposal of ash.
- b) The charges of fuel, machine maintenance, oils, operator, and helper charges are in the scope of bidder.
- c) Machine marching is in the scope of Bidder, no other charges will be paid for any transportation, machine movement after closing of daily work. All transportation of machines & tools, marching is in the scope of Bidder.
- d) The empty and loaded dumpers should follow the route as directed by the LAPL Engineer-in-Charge (EIC) i.e. HOD, Civil Department.
- e) The route for transportation of ash to various locations should be finalized in consultation with Sub Area Manager, Manikpur mines, SECL.
- f) The body of the vehicles engaged for transportation shall be perfectly leak proof. **Back door of the dumpers should be perfectly closed without any gap, to avoid any spillage during transportation of ash.**
- g) There will be no consideration for idle and escalation charges during the contract period except diesel price variation clause as defined in tender documents. **Refer point no. 10(g)**
- h) Top covering of vehicles with tarpaulin during transportation and to ensure no leakage/no spillage of ash is in the scope of Bidder to prevent emission of ash during transportation.
- i) For any environmental impact against MOEFF&CC guidelines, the Bidder will be responsible and attend to the same at their own cost. The Bidder will be responsible for any adverse environmental impact due to dumping of the fly/pond ash. Ash is to be transported properly in covered trucks and there shall be no spillage during transportation. Cleaning of spilled ash from roads inside/outside plant will be in scope of bidder.
- j) The bidder have to coordinate with existing ash pond bund maintenance contractors and other bidders for smooth flow of work and to avoid any dispute.
- k) Ash is to be transported according to the designed carrying capacity of trucks.
- l) Ash is to be dumped only at designated place as instructed by Sub Area Manager, Manikpur mines, SECL. Record to be maintained at unloading area for each trip and slip's signed copy to be submitted along with bill.
- m) **Vehicle registration number and mobile number of the Bidder must be displayed clearly on front, back, left, and right of the vehicles.**
- n) This shall not be a lump sum contract; payment shall be made based on actual lifting quantity.
- o) Contract period shall be mentioned in work order and the work should be carried as per the instruction of EIC. Hyvas/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 Bidder's scope.
- p) Construction of entry & exit ramp with respect to change in location for lifting ash will be in the scope of bidder.
- q) All the resources required for lifting of ash from dyke including Excavators, Hyvas/tippers will be in scope of Bidder.
- r) All temporary approaches required if any, shall be in the scope of bidder & has to be made at dyke or at

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- dumping/disposal site.
- s) Safety & others sign boards should be placed at dyke and on the route of the transportation inside LAPL or as per instruction of EIC.
 - t) Bidders have to coordinate with Korba district Administration, SECL, LAPL administration for transportation of ash and they have to follow their directives issued from time to time.
 - u) Transporters should display **Toll Free no** for ash transportation issued by Collector office Korba in every ash transporting trucks.
 - v) Format issued by RO CECB office, Korba for ash transportation details should be present in every ash transporting vehicles.

2.4) Weighment

LAPL is having RFID enabled weighbridge. "Single Tare weight" will be done for a truck for a day in its first trip and for subsequent trips on the same day, only gross weighments will be done. The following guidelines to be followed by the bidders:-

- a) Both, Tare and Gross weighment of trucks to be done at LAPL weighbridge. Weighment at LAPL Weigh Bridge shall be considered as final and binding.
- b) 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.
- c) LAPL implemented RFID system. After vehicle registration, the responsibility of Bidder 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 the scope of Bidders.
- d) LAPL EIC shall certify the monthly quantity lifted by Bidder as per LAPL weighbridge report. For this LAPL weigh bridge report shall be considered for all commercial purposes.

2.5) Disposal of ash as per terms and conditions and SOP of SECL: Transported ash should be disposed at the approved site only. All necessary precautions should be taken and "Standard Operating Procedure (SOP)" of SECL (**Attached as annexure-VII**) to be followed to avoid pollution due to disposal of ash. The following are the general terms and conditions for ash transportation at SECL mines :-

- a. SECL reserves the right to let other agency in connection with the project, start the work of ash dumping in Manikpur OCM and the bidder (transporter) shall co-operate with each other in the said work of ash dumping in Manikpur OCM.
- b. The bidder (transporter) shall employ only competent, skillful and orderly men to do the work, The Engineer-in-charge (Area Manager/Sub Area Manager Manikpur Mines) shall have the right to ask the transporter (agency) to remove from the work site any men of the Agency who in his opinion are undesirable and the agency will have to remove them immediately on communication of such orders.
- c. Responsibility of the regulatory compliances and resolution of safety and environmental & operational issues associated with fly ash disposal into mine void shall rest with the bidder.
- d. Bidder (Transporter) has to provide dozer, grader & skilled operator for leveling of ash at the unloading site (in Manikpur OCM) and ensuring safe dumping of ash in site including maintenance of haul road from entry point (security barrier) to fly ash dump site at their own cost.
- e. List of vehicles to be allowed in the mine premises and also the list of manpower engaged by the agency

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- including the supervisor(s) for the said work shall be provided to the Engineer-in-charge and prior permission shall be obtained from Engineer In charge in this regard. The agency shall be responsible for initial medical examination, vocational training, valid driving license, issuing i-card of the manpower engaged by them for the work etc.
- f. In case of any accident arising in the course of execution of the agreement and/or arising out of non-compliance of any of the conditions of this agreement or due to any deviation from the SOP, the bidder (transporter) shall be solely responsible for any consequences that shall follow.
- g. The bidder (transporter) shall familiarize themselves with and be governed by all laws and rules of India and local statutes and orders and regulations applicable to his/ their work.
- h. The bidder (transporter) shall furnish to the Engineer-In-Charge (Area Manager/Sub Area Manager Manikpur Mine) or his authorized representative the progress reports from time to time regarding the work organization and the progress made by him/them in the execution of the work as per the agreement.
- i. The ash transporting contractor/bidder shall not engage any person of less than 18 years age.
- j. The manpower, engaged by the agency for the above work, reporting on duty must enter their attendance in a suitable format at security gate while entering into the mine premises.
- k. The equipment engaged by the ash transporting contractor shall comply with the provision of Mines Act, 1952, the Mines Rules, 1955 and the Coal Mines Regulation, 2017 & circulars issued by DGMS from time to time in this regard.
- l. The total available space shall be filled/utilized till its completion, thereby total Ash transportation qty. shall be decrease depending upon the space availability in the Manikpur mines and SECL instruction
- m. Only tipping trucks/dumpers with mechanical/automatic unloading arrangements shall be deployed by the agency and in no case "Dala trucks/vehicles" shall be deployed or permitted to be deployed for the work.
- n. Safety features to be incorporated in Tippers/Trucks will be a part of the agreement and bidder (transporter) shall ensure to implement the same as per the list of safety features provided by the DGMS list enclosed in Annexure III
- o. Only equipment as elaborated above, in good and safe condition having valid fitness certificate permits/licenses etc. (wherever applicable) and in respect of which the required taxes/fees have been deposited and which are properly covered by insurance, shall be deployed for the work.
- p. Only experienced, skilled and disciplined operators/drivers of sound health, good behavior and antecedents having valid and requisite driving/statutory license shall be deployed by the Agency for the work. All the driver entering in to the mine premises shall poses valid vocational training certificate issued by the vocational training center SECL.**
- q. In no case any unauthorized driver of the tipping trucks or operator of pay loaders/equipment shall be permitted in the mine premises. A list of all such persons shall be furnished to the Engineer-in-charge by the power agency before commencing of the fly ash dumping.
- r. No addition or alteration to the size of the body or any such tipping truck/dumper shall be carried out, without prior approval of the Engineer-in-charge. The truck/dumper shall be loaded only up to the maximum carrying capacity and shall not be overloaded under any circumstances.
- s. No manual workers shall be engaged by the agency (bidder) for loading/unloading of the truck/dumper,

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- under any circumstances whatsoever.
- t. Agency's (bidder's) dumpers/tipping trucks should ply on specified routes/roads inside the mine. In case, plying on any other route becomes necessary, due to any reason, prior approval for the same shall be taken by the agency from the Engineer-in-charge (Area manager/Sub Area Manager, Manikpur, SECL).
 - u. The work shall be executed in such shift(s) or during such specified period on all days of the week as directed by the project officer/Engineer-in-Charge (Area manager/Sub Area Manager, Manikpur, SECL) and the ash transporting contractor shall be obliged to comply with the same.
 - v. Attested photocopy of valid driving license/Vocational training certificate issued by the vocational training center of SECL of all the drivers/operators engaged in the work shall be deposited with the company.
 - w. The contract of ash transportation would be terminated or suspended by SECL, in case the above said terms and conditions are not satisfied/ are being violated, by giving one month's show cause notice, as required. The suspension however shall be affected immediately with service of show cause notice. The contract shall be terminated if the causes for such violations attributed to the bidder.
 - x. The ash transporting agency (bidder) shall be solely responsible in the event of any violation of the provision of Mines Act, 1952, CMR- 2017, Environment (Protection) Act 1986, Air (Prevention and Control of Pollution) Act, 1981, Water (Prevention and Control of Pollution) Act 1974 and any act/Rules applicable, arising out as a direct or indirect consequence of filling of fly ash.
 - y. All vehicle operators/machine operators, supervisors of the bidder (transporter) have to successfully complete the vocational mines training conducted by SECL. After successful completion of the training all operators/supervisors will be provided a certificate.

2.6) Housekeeping

Bidder has to make arrangements to control fugitive dust emissions during excavation, loading and transportation of ash within LAPL premises. The following housekeeping work has to be done at dyke, weighbridge and entire route of ash transportation:-

- a) Housekeeping of the surround work done area is to be completed without any delay, after completion of respective job.
- b) 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.
- c) Adequate free board in trucks should be kept avoiding overflow/spillage during transportation.
- d) In case of any spillages in entire route during transportation of ash, the Bidder shall ensure that spilled ash is collected and transported to the disposal/usage site immediately.
- e) Road sweeping and cleaning in frequent intervals is in the scope of bidder.
- f) Water sprinkling continually to suppress the fugitive emissions 4 times/as required to control in each shift including Sundays and holidays for inside plant ash transportation route.
- g) Ensure all filled trucks covered with tarpaulin.

2.7) Compliances

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- a) Obtaining statutory permission from Regulatory Authorities such as CECB as per the requirement, all liaisoning work including requirement to obtain approvals/NOCs from statutory bodies shall be in the scope of bidder. LAPL shall only provide necessary documentation support.
- b) All statutory requirements as per the factory norms are in the scope of bidder.
- c) After award of contract, the bidder has to obtain applicable clearances. All necessary approvals from Government and statutory bodies clearance, liaisoning is in the scope of Bidder. Dumping of ash shall be done as per the applicable guidelines of MOEF&CC (as amended from time to time) and SECL prevailing guidelines and latest instructions.
- d) LAPL will endeavor to update the Bidder about any change in legal requirements for loading/transportation/unloading etc. of ash. However, it is the responsibility of the Bidder 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 Bidder performs any non-compliance in this regard. Coordination with Statutory/Regulatory bodies on behalf of LAPL is under scope of successful bidder. Any penalties/case arises or cost levied to LAPL due to non-compliance in this regard will have to be borne by Bidder. The cost of the same will be recovered from Bidders running bill/final bill or from retention money.
- e) The safety, statutory & environmental requirement are in the scope of Bidder. The Bidder 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. RTO, Tax, Vehicle fitness, Insurance, Valid license for excavator operators, drivers will be in scope of Bidder.
- f) All legal compliances related to vehicles to be fulfilled and all documents submitted before commencement of the job.
- g) The bidder shall ensure to coordinate with SECL officials for any documentation, certifications related to the work done as required by the LAPL.

3) GUIDELINES:-

3.1) General guidelines for transportation of ash

The qualified Bidder(s) can execute the evacuation from pond as per site condition and time to time instructions from EIC with the following guidelines:-

- a) Area for lifting ash in ash dyke will be provided by LAPL & Bidder 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.
- b) 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 Bidders.
- c) Hywas/Tippers arranged for ash transportation & loading will be inspected periodically & unfit vehicle as per LAPL vehicle safety guidelines, will be banned for entry.
- d) Bidder 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.
- e) Bidder has to deploy resources for maintenance of ash dyke access road & the top of embankment to ensure safe access to the loading point.
- f) Bidder 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).
- g) Bidder needs to ensure availability & usage of movable fences & Traffic cones near excavated area inside ash dyke/near pond.

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- h) The Bidder shall not resale the ash lifted from LAPL or indulges in any profit making venture from the same and dispose of ash as per agreed terms.
- i) The Bidder shall be fully responsible for the operation of the machinery. For any incident due to mishandling or faulty operation of the Bidder/Bidder's workers, such Bidder will be fully responsible.
- j) Ensure that the vehicles which will be entering the plant should have proper gate pass and staff should carry valid gate passes.
- k) Work will be carried out as per mutually agreed SOP/Work Order.
- l) 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.
- m) One register should be maintained at loading point by Bidder, in which the No. of trips per Hywas, loading time, vehicle break down time etc. is to be properly registered.
- n) The dumpers should not carry beyond the maximum designed capacity.
- o) Proper managed of TAT should be done to avoid accumulation of truck & road blockage.
- p) Loading shall be done on 24X7 basis on all days of the week.
- q) Repair, rectification and correction of the bund to be done by Bidder, if any, arises during the period of the execution.
- r) The Bidder shall particularly take care of all types of required coordination with SECL, local civic, Government Authorities etc. for ensuring smooth progress of the work.
- s) For any theft of Bidder/Bidder's materials from inside or outside the plant premises, the Bidder will be responsible.
- t) Risk assessment to be done for vehicle movement.
- u) To obtain approvals/NOC from statutory bodies, LAPL shall only provide necessary documentation support.
- v) Formats for gate pass process of Man & Machine will be provided by LAPL.
- w) After award of contract, the bidder's all manpower has to attend the compulsory safety training which will be provided by LAPL free of cost however the cost of the PPEs will be in the scope of bidders.
- x) Any revisions / changes in the rate of existing taxes and / or duties being imposed by the State or Central Government at the time of supply of material shall be considered as extra at actual and shall be borne by LAPL.
- y) Illumination to be ensured at loading area and roadside.
- z) Daily vehicle inspection to be ensured for identification of the Vehicle healthiness for rectification.
- aa) 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 bidder's scope.

3.2) Health & Safety guidelines

For safe transportation, the qualified bidder (Bidder) has to follow LAPL's following Health & Safety guidelines:-

- a) Operators/drivers engaged in resources for ash disposal has to follow the LAPL health & safety guidelines and gate pass of the person found violating the same will be immediately cancelled.
- b) Bidder 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.

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- c) Penalty will be levied if any LAPL property is found damaged during the ash disposal.
- d) Penalty will be levied in case of any safety violations during the ash disposal as per the LAPL Safety norms and penalty amount shall be deducted from bills.
- e) 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 deducted from bills.
- f) The speed limit of vehicles carrying ash should be strictly enforced and it should not exceed 20 KM per hour plying inside plant.
- g) Vehicle safety devices like horn, back horn and lights inventory to be maintained by the bidders. Safely loading and unloading will be in the scope of bidder.
- h) Ensure 100% safety induction for all divers, Supervisors and operators.
- i) Ensure 100% PPEs Compliances (Like-Safety helmet, Dust mask, Safety shoe, hand gloves, Safety reflective jackets, Reflecting tap etc.). The contractor shall compulsorily provide personal protective equipments (PPEs) to his employees & in the event of his not providing the same by date specified by EIC or as mentioned in contract, it will be provided by LANCO at contractors risk & cost. The cost of such PPEs provided by LANCO shall be recovered from contractor's bills at 'Double rates' as a measure of penalty.
- j) Safety supervisors for monitoring of the ash excavation jobs and traffic controller (as per requirements in each shift from Bidder inside the plant e.g. Dyke, weigh bridge, etc.)
- k) All the required standard safety measures & PPEs, at the loading & unloading area and during transportation are in the scope of Bidder. No other charges will be paid except work order rate.
- l) Use of Mobile phones while driving hywas and during loading of ash is not allowed.
- m) **COVID GUIDELINES:** Bidder shall ensure to strictly follow the latest COVID Guidelines (LAPL Notice attached for reference) for all workmen including drivers.
- n) **COVID VACCINATION:** All employees of Bidder's including drivers must have COVID Vaccination Certificate (At least single dose).
- o) **PRE-EMPLOYMENT MEDICAL CHECK-UP:** Contractor shall arrange for medical checkup) of all employees before employment, FORM 21 to be submitted for the same and shall ensure that no person with any of the following diseases is employed by him at the LAPL site:-
 - i. Epilepsy
 - ii. Colour blindness/Night blindness
 - iii. Deafness
 - iv. Eye-sight of the employees in the following category shall be examined every six months.
 - Excavator operators/heavy earth moving equipment operators
 - LMV/HGV drivers
 - All workers working in the night shift

Details guidelines are available at schedule no. 6

3.3) SECL's guidelines to be followed

Bidder has to follow the SECL guidelines related to safe operating procedures for ash dumping at Manikpur OCM

- a. All vehicle operators/machine operators supervisors of the bidder (transporter) have to successfully complete the vocational mines training conducted by SECL. After successful completion of the training all operators/supervisors will be provided a certificate.
- b. Traffic rules and procedures to be followed at SECL mines premises. **Attached as Schedule 7**

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- c. Details of safety features in tippers, to be filled for each tipper. Please refer Annexure-III of Annexure-VII
- d. SOP for dumper(tipper) operator, **attached as Annexure-VII**

4) Special terms and conditions:-

- a) As the Health & Safety of the dyke is very important, proper adherence to safety notification and EIC instructions at all times is to be ensured, if any damages done during the course of the contract, cost of repairing the same will be borne by the Bidder.
- b) **Payment terms: -**
 - i) Monthly invoices shall be raised along with SECL's gate entry slips (sealed and signed mentioning quantity/trip) to be provided as supporting document for bill submission.
 - ii) **Ninety Percent (90%) Payment** shall be released within 15 days of submission of Tax Invoice along with all compliances e.g. wages payment, PF, ESIC payments, etc.
 - iii) **Ten percent (10%) of basic amount of each running bill shall** be kept towards Performance Security shall be released only after four (04) months, upon successful completion of the contract. In case bidder submits SDBG equivalent of 10% basic order value, hold amount shall be released immediately.

In case the Bidder fails to execute the entire contract, for reasons not attributable to LAPL, LAPL reserves the right to forfeit the Performance Security.

In case the LAPL incurs any liability during the defect liability period i.e. 04 months after completion of the work, LAPL reserves the right for the forfeiture of the performance security of the Transporter (contractor), in addition to recovery of cost incurred by LAPL in excess of the amount of performance security.

c) 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 Bidder at free of cost.

d) Liquidated damages for delay in completion of work:-

Time is the essence of the contract. Bidder shall ensure that the services are carried out within the specified work completion schedule and in case work is delayed beyond the specified work completion schedule, Bidder shall be liable to pay **Liquidated Damages (LD)** charges by way of penalty @ 0.5% of total contract value per each week of delay or **part thereof subject to maximum Five (05%) of total contract value plus GST.**

e) Taxes:-

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

TDS deductible as per Income Tax Act-1961

f) Mobilization:-**LANCO AMARKANTAK POWER LIMITED**

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Mobilization of manpower, material, tools and machinery shall be done within 10 days 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 Bidder's account. Contractor should deploy adequate number of manpower and machine for smooth and timely supervision and execution of work, however, the following manpower and machines are required to be deployed on a compulsory **before commencement of work** and during the entire period of execution **in 24 X 7 (each shifts)**:-

- i) 1 No. site supervisor at dyke and 1 no. safety supervisor at dyke
- ii) 2 No. excavators at dyke.
- iii) Water tanker for water sprinkling at dyke (minimum 1 number) as per requirement and on roads wherever the vehicle movement is being done (inside plant) or as instructed by the EIC.
- iv) Water tanker for water sprinkling at habitat area of ash transportation road outside of plant up to unloading area. (Minimum 1 number) as per requirement and on roads of habitat area wherever the ash vehicle movement is being done (outside plant) or as instructed by the EIC.
- v) 1 No. Dozer for dozing of ash at unloading area (SECL mines) and water tanker (minimum 1 no.) to meet water sprinkling requirement at ash disposal area as instructed by the EIC (Area manager/Sub Area Manager, SECL mines).
- vi) Housekeeping manpower for daily road cleaning and on as and when instructed by the EIC.
- vii) Minimum 50 Nos. of Hyva/tippers. List of equipments owned/Hired by bidder shall be submitted as per format prescribed in **Schedule-5**
- viii) Safety & others sign boards should be placed at dyke and on the route of the transportation inside LAPL or as per instruction of EIC.

A register is to be maintained by ash dyke supervisor for attendance of signal man, housekeeping manpower, tanker operators, dyke supervisors for each shift. Attendance register will be reviewed by EIC on a day to day basis.

g) Deductions and penalties:-

- i) LAPL shall be entitled to recover from Bidder's bills all cost, damages, expenses which may have to incur or become liable to incur **as a result of Bidder's negligence** or any other action including failure in control of fugitive emission within and outside the plant that may originate such cost, charges, expenses etc. Further, LAPL also reserves the right to forfeit the security deposit amount of the Bidder and adjust it to recover such cost, charges, expenses, etc.
- ii) In case Bidder's bill amount is not adequate to cover such recovery amount the balance shall be deducted from any sum which may become due to Bidder at any time thereafter under this or any other contract Bidder 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) If there **is any delay in completion of work** on the part of the Bidder 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 Bidder. 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 Bidder, 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 Bidder.
- iv) The Bidder shall be solely responsible for any loss or damage to LAPL property during the execution of this contract due to negligence, fraud etc. on the part of their personnel and will be liable to

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make the damages in good condition. In case of any LAPL material is lost or damaged during execution of work due to Bidder negligence or wrong workmanship, the cost of the same as per prevailing market rate plus departmental expenses shall be recovered from Bidder bills / security deposit amount.

- v) For any accident due to the negligence of the Bidder/ Bidder's deployed agencies/workers or sub bidders, following penalties shall be levied.
 - For fatal accident-Rs.20 lakhs/- (or to be decided by LAPL).
 - For reportable accident (Permanent disability)-Rs. 10 lakhs/- (or to be decided by LAPL)
- vi) If any dispute arises due to ash dumping other than the specified areas without permission of LAPL Engineer in charge, then the Bidder will be liable for penalty by LAPL for twice the value of expenses for handling the situation.
- vii) **LAPL shall recover from Bidder's bills Safety, environment & statutory deviations.**

h) Indemnity:-

Bidder shall keep LAPL indemnified from all liabilities resulting out of this contract and act of Bidder workman, including but not limited to taxes & duties, damages, penalties, fines, punitive measures, lawyer fees etc. of whatever nature due to non-compliance by Bidder in his scope of the applicable statutory laws, rules, notifications etc. The liability in terms of legal, environmental and safety issues shall lie with the bidder starting from preparation of site and fly ash disposal up to completion of the allotted quantity. The Contractor shall be responsible for non-compliances or issues and the contractor shall indemnify the LAPL in this respect. **(Reference - Annexure-VI).**

i) Others:-

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

5) QUALIFICATION REQUIREMENT:-

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 meet the following qualification criteria:

- a. Bidder must have minimum experience of 05 Lakhs quantity (MT or CuM) execution of Ash Transportation work in the preceding two years (cumulative) along with minimum 1(one) lakhs MT experience of ash transportation to mine voids.
- b. Bidders must have at least Six (06) Crores annual turnover in any of the preceding last three financial years (Including current Year).

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Bidders with unsatisfactory performance with LAPL in the past will not be considered.

6) DOCUMENTS TO BE SUBMITTED FOR QUALIFICATION REQUIREMENT:-

6.1 The following documents are required to be submitted for qualification:-

- a) Complete company profile along with credentials.
- b) Details of Ash work experience during the past three years or currently working along with experience in transportation in mines. **Refer Schedule 1.**
- c) Audited Balance sheet and profit loss statement of last three years. **Refer Schedule 2** (Turnover to be certified by CA.
- d) Deviation(s) taken by the Bidder in any of the clauses of this tender document. **Refer Schedule 3**
- e) Declaration of site visit (LAPL) as per format prescribed in **Schedule-4.**
- f) Work Completion Certificates

6.2 To be eligible for evaluation of the Bid and award of the contract the bidder shall satisfy the requirements of Clause 5 and 6 of this tender document. After thorough inspection of validation of all submitted documents, work order will be issued to successful bidders.

7) EARNEST MONEY:-

The bidders are required to deposit the Earnest Money of INR 5,00,000 (Rupees Five Lakhs) through Demand Draft in favor of "LANCO AMARKANTAK POWER LIMITED", Payable at "Korba" having validity of Three Months from the date of Tender Submission.

- a) Bidders with SSI (MSME) registration shall also deposit EMD.
If any bidder unable to submit physical demand draft can also participate by deposit the EMD through NEFT/RTGS. Beneficiary details are as under.

Lanco Amarkantank Power Limited

Account No: 2490201005470

IFSC Code: CNRB0002490

- b) In case any bidder does not submit EMD along with their bids, LAPL reserves the right to reject the bid at its sole discretion.
- c) In case, a successful bidder refuses to honor the contract awarded to him, their EMD shall be forfeited.
- d) For unsuccessful bidders, the Earnest Money DD shall be returned within 7 days of the award of contract or after the expiry of validity period of the bids, whichever is later.

8) PRE-BID MEETING & SITE VISIT:-

The Bidders to mandatorily attend pre-bid meeting by site visit for understanding of LAPL expectation from Bidders 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,

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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.

9) AMENDMENT OF BIDDING DOCUMENTS:-

At any time prior to the deadline for submission of Bids, the LAPL may amend the Bid documents, at its 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> on regular intervals to have online update about this tender.

10) BID PRICES:-

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**.

- a) Price shall be quoted in Indian Rupees only.
- b) 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). GST shall be paid extra as statute.
- c) LAPL shall deduct applicable taxes at source (TDS) as per IT Act 1961.
- d) 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.
- e) Bids must be submitted solely based on the Bidding Documents and must be free of any qualifying statements.
- f) Bidder shall submit offers that comply with the requirements of the Bid Document.
- g) **Price Variation:-**Bid price will be firm and fixed for a period of 12 Months. However price variation will only be allowed for variation on account of variation in diesel prices. Formula for the same is given below:-

Proportionate rate variation on account of increase or decrease in diesel price beyond 5% would be allowed. This price variation would be applicable on 33% of the rate quoted by the bidder. For avoidance of doubt, it should be expressly understood that this variation would be applicable both ways i.e. proportionate increase in rate (applicable on 33% of quoted rate) in case of diesel price increase beyond 5% and similarly proportionate reduction in rate (applicable on 33% of quoted rate) in case of diesel price decrease beyond 5%. There shall not be any change in rate as long as the increase or decrease in diesel prices is less than 5%." Reference date of diesel shall be considered as last date of bid submission or extended as the case may be. Price variation shall only be applicable only if diesel price shall vary upwards/downwards by more than 5% from the diesel price as on reference date.

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Diesel escalation:

Price variation due to Diesel will be applicable as per following formula.

$$\text{NAV} = ((\text{CAD} - \text{BP}) / \text{BP}) * 33\% * \text{QR}$$

NAV= New arrived Value rate in INR

CAD= Current Average Diesel price at Korba on 1st and 15th day of each month from the following

BP= Base Diesel price as INR 100/-per Ltr. **(Indicative only)**

QR= Quoted Unit rate Rs. 200/- per MT **(Indicative only for calculation- Actual rate will be taken at the time of final negotiation)**

Instance 1 (increase in diesel price)

BP= INR 100/-

QR= 200 INR/MT

CAD= (106+108)/2 =107 (Considering rate of diesel is 106 & 108 for 1st and 15th of the month)

$$\text{NAV} = ((107 - 100) / 100) * 0.33 * 200 = 4.62/-$$

Diesel escalation shall be INR 4.62/- so unit rate QR shall be INR 204.62/-

Instance 2 (Decrease in diesel price)

BP= INR 100/-

QR= 200 INR/MT

CAD= (96+94)/2 =95 (Considering rate of diesel is 96 & 94 for 1st and 15th of the month)

$$\text{NAV} = ((95 - 100) / 100) * 0.33 * 200 = -3.3$$

Diesel escalation shall be INR -3.3/- so unit rate QR shall be INR 196.7/-

Please note: Price bids of only technically qualified parties will be opened. At any stage of evaluation, the technically disqualified parties will not be considered.

11) BID VALIDITY:-

The Bid shall remain valid and to be open for acceptance for a **Period of 4 months** from the date of opening technical bid.

12) CONTRACT PERIOD:-

The initial period of contract will be for 12 months from the date of award of contract/LOA. However, during execution of the work based on SECL requirements, the contract period may be extended at sole discretion of LAPL.

13) CONTRACT QUANTITY ALLOCATION:-

LAPL reserves the right to allocate Ash quantity to more than one successful bidders in order to maximize ash disposal quantity for mine filling. LAPL shall decide the quantity allocation to respective bidders {limited to minimum committed quantity (refer **ANNEXURE B – QUANTITY SCHEDULE**)}.

LANCO AMARKANTAK POWER LIMITED

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Registered office: Lanco House, Plot No-4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India

T: +91 40 40090400 **F:** +91 40 23116127

Project office: Village – Pathadi, P.O.-Tilkeja, District-Korba , Chhattisgarh-495 674

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- a) If the bidder fails to lift the allocated quantity (SECL specified quantity), LAPL reserves the right to revise the allocated quantity. Allocated quantity shall be subject to requirement of SECL/LAPL which is binding on the bidders. **LAPL's decisions in this case shall be final.**
- b) The initial work order will be issued as per the allotment letters received by LAPL from Mine.
- c) Quantity allocation will be based on performance of the Contractor which will be monitored for a period of 2 months from date of award of contract through regular review meetings. If the bidder (s) is able to successfully execute the work (allocated quantity as per SECL/LAPL requirement), LAPL may increase the quantity allocation based upon their capability up to 100% of the awarded quantity at same rates. Bidder shall accept the same.

14) SUBMISSION OF BIDS:-

The bid shall be submitted in two parts. The Bidder shall seal the original and copy of each part of the bid separately in inner and outer envelopes duly marking the envelopes "Original", "First Copy",

The Inner and Outer Envelopes shall bear the following identification:-

- a) **"BID FOR 'UTILIZATION OF POND ASH- Manikpur Mines"**
- b) **"DO NOT OPEN BEFORE DATE AND TIME OF BID OPENING".**

The first envelope containing the EMD shall be super scribed **"PART-I-EMD"**.

The Second envelope containing the first part of the bid shall be super scribed **"PART-II-**

TECHNICAL BID". **Part-II-Technical Bid** (Original Hardcopy-1 Set, First Hard Copy 1-Set).

- a) Applicable clearances
- b) Company profile
- c) Schedule 01 [PREVIOUS EXPERIENCE AND CURRENT WORK]
- d) Schedule 02 [FINANCIAL TURNOVER]
- e) Schedule 03 [SCHEDULE OF DEVIATIONS in bid]
- f) Schedule 04 [DECLARATION OF SITE VISIT BY THE BIDDERS]
- g) Schedule 05 [List of Equipment owned/hired by Bidder]

- The third envelope containing the second part of the bid shall be super scribed **"PART-III-**

COMMERCIAL BID" having the following information:-

- Price Bid.

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

Sr. Manager (C&M),
Lanco Amarkantak Power Limited,
Administrative Block, Village- Patadi,
Post office – Tilkeja, Korba,
Chhattisgarh, Pin - 495674
Mob. No – 8966905271,
Email: sandeep.kp@lancogroup.com

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15) 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 deadline will thereafter be subject to the deadline as extended.

16) 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.

17) 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.

18) PROCESS TO BE CONFIDENTIAL:-

- a) 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.
- b) 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.

19) 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 breakup of price quoted. Requests for clarification and the response shall be in writing or e-mail.

20) CORRECTION OF ERRORS:-

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

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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.
- c) If a bidder does not accept the correction of errors as outlined above, their bid will be rejected.

21) AWARD CRITERIA:-

The LAPL will award the contract to the bidder(s) whose bid has been determined to be in line with the bid document and who has offered the most competitive price, provided further that the bidder has the capability and resources to carry out the contract effectively. Depending upon the requirements furnished by SECL & the quantity of ash to be evacuated from the ash dyke/pond, LAPL reserves its right to award the contract to more than one technically qualified bidder(s).

22) LAPL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-

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

23) NOTIFICATION OF AWARD:-

- a) Prior to the expiration of the period of bid validity prescribed by the LAPL, the LAPL will notify to all successful bidders by e-mail, that their bid has been accepted.
- b) The notification of award will constitute the formation of the Contract.

24) SIGNING OF AGREEMENT:-

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

25) CRITICAL DATES FOR BIDDING PROCESS:-

S. No	Description	Date
1	Last date for site visit and pre bid meeting	13 th February 2023
2	Last date & time for submission of bids (technical + commercial+EMD)	13 th February 2023

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

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26) TERMINATION:-

For reasons covered elsewhere in this contract document including non-performance/poor performance/non compliances of environment and safety measures under the contract, if the contract is to be terminated, 15 (Fifteen) days' prior notice shall be given by LAPL. In such eventuality, the Security Deposits and Outstanding payments, if any may also be forfeited at sole discretion of LAPL. Further, the balance work shall be done by any other means at Bidder cost and risk. If the price of contract for the balance work shall be higher, the additional amount shall be recovered from Bidder's security deposit or any dues of this contract or any other contract that the Bidder may have taken in LAPL.

This contract can be also terminated by either of the parties or both by consent or agreement. However, if the Bidder 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). LAPL shall raise their claims on the Bidder in such case and the final amount shall be released subject to realization of LAPL claims.

27) JURISDICTION:-

Courts in Chhattisgarh shall have jurisdiction for settlement of any disputes arising from this order/Contract.

28) ORDER OF PRECEDENCE:-

In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below subject to the above clause, all documents forming part of the contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The contract to be read as a whole:-

- a) The Work Order
- b) General terms and conditions of Contract -Annexure-I

29) DISPUTE RESOLUTION: -

The parties hereto shall make every reasonable effort to settle amicably between themselves any dispute or difference arising out of this agreement within a reasonable period of 30 days. In the event of their being unable to settle such dispute, the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and subsequent amendment thereof from the time being in force. The disputes shall be referred to the adjudication committee of 3 arbitrators. One arbitrator to be nominated by each Party and these two arbitrators shall jointly nominate 3rd arbitrator, who will act as chairman of the committee. The decision of the arbitrators shall be final and binding on both Parties. The proceeding of the Arbitration shall be held at Gurugram.

The Parties shall continue to perform their obligations as set out in this Agreement and shall not stop the

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progress of works by mere reference of the dispute(s) to Arbitration. In case of failure to perform by the contractor, the LAPL shall have full right to take necessary actions at the risk and cost of the contractor.

<< 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 format

TRANSPORTATION OF ASH TO WESTERN QUARRY OF MANIKPUR OPEN CAST MINES

SL No.	Particular	Rate (In Rs.) Per MT
1	Ash transportation from LAPL to Manikpur OCM (including Loading from LAPL dyke, unloading & dozing at mine and water sprinkling at mine, Transportation Route as per scope of work)	

Signature

Seal _____

Note- Your Commercial bid envelop to contain price bid in the above format.

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

ANNEXURE B – QUANTITY SCHEDULE

Declaration of minimum committed off take by bidder

We hereby declare that we will shall off takein MT quantity per month andMT in a year.

Signature

Designation

.....

(COMPANY SEAL)

Date:

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

SCHEDULE-1

PREVIOUS EXPERIENCE AND CURRENT WORK

The Bidder(s) shall furnish in the format given below, details of the current works in hand and other contractual commitments:-

Sl. No.	Name of Client with Address	Description of the Work	Value of Contract Rs. in Lakhs	Completion Time as stated in the Contract	Percentage of work Completion	Remarks
1	2	3	4	5	6	7
I. Previous Work Details:-						
II. Current work in hand						

Only a format in which the information is to be given is indicated above. The Bidder shall attach additional sheets of bigger sizes to accommodate the necessary information, if required. The Bidder shall provide satisfactory evidence (jobs on similar equipment/systems) to carry out the operation and maintenance as per the scope of work mentioned in section. List of all contracts executed along with copies of orders and

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customer's certificates regarding successful execution of contract to be furnished. **List of all contracts executed along with copies of orders and customer's certificates regarding successful execution of contract to be furnished.**

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

SCHEDULE-2**FINANCIAL TURNOVER**

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

Year:	Current Year	2021-2022	2020-2021	2019-2020
Total:				

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

SCHEDULE -3**SCHEDULE OF DEVIATIONS IN BID**

The Bidder in his 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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<< To be submitted on the letter head of the company submitting the bid>>

SCHEDULE -4**DECLARATION OF SITE VISIT BY THE BIDDERS**

We hereby declare that we have attended the pre bid meeting and understood all LAPL safety performance standards, technical standards, Health, Safety, Environment & Sustainability policies & practices at LAPL. We have also 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

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

SCHEDULE -5**LIST OF EQUIPMENTS OWNED/HIRED BY BIDDER**

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

S. No	Description	Quantity

*Bidder can attach additional annexure if required for list of equipments.

*RC copies of vehicles to be submitted along with agreement copies for hired vehicles

SIGNATURE -----

COMPANY SEAL

NAME -----

COMPANY -----

DESIGNATION -----

DATE -----

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SCHEDULE -6**LIST OF APPENDICES**

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 Bidder Safety Management.

S. No	Description	Particular
1	ANNEXURE-I	GENERAL TERMS AND CONDITIONS
2	ANNEXURE-II	SAFETY GUIDELINES
3	ANNEXURE-III	SPECIAL SAFETY GUIDELINES
4	ANNEXURE-IV	BIDDER SAFETY MANAGEMENT
5	ANNEXURE-V	NOTIFICATION FOR FORM-21 ISSUED BY GOVERNMENT OF C.G.
6	ANNEXURE-VI	INDEMNITY BOND FORMAT
7	ANNEXURE-VII	SOP FOR DUMPER OPERATOR

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SOP for Dumper operator**Do's-**

1. Before starting engine, ensure adequate level of engine oil, radiator water, tyre air pressure of the vehicle.
2. Before starting machine check air pressure, emergency brake, horn and magnitude of brakes.
3. While operating check engine oil level gauge, pressure gauge, water temp. gauge, ampere meter, transmission oil temp. gauge and other indicators lamp.
4. Operator needs to check oil leakage from the engine whenever operator comes out of the machine for any work (especially over the turbocharger, as there is a chance of fire if continuous oil leaks over the turbocharger).
5. Remove oil, grease, coal dust from Electrical appliances/ wires
6. Use dipper when vehicle is coming from the opposite direction in night.
7. Always keep speed of the vehicle under control and within limits inside the mine area.
8. Keep the dumper away from the edge while dumping in the dumping area.
9. Don't park the vehicle in the slope. If require to park the vehicle in slope, use stopper in the tyres.
10. Always drive within the speed limits with minimum use of brake.
11. Ensure that nobody is working in the dumper before starting the dumper.
12. Thoroughly inspect the dumpers.
13. Inspect beforehand of any obstacle before displacing the dumper.
14. Give horn two times for moving the dumper in forward direction and three times for moving in reverse direction.
15. In steep slope and turn, slowdown the vehicle speed and keep the vehicle in safe side while using horn and light.
16. Keep the vehicle in lower gears in downhill slope and use retarders if require.
17. Strictly follow traffic rules and signboards.
18. After dumping move vehicle only when the raised part sets down.
19. Wherever road partition is not present, keep the vehicle in safe side and give side to vehicle coming from opposite direction.
20. While parking the dumper, put gear to neutral, engage hand brake and use stopper in tyres.
21. Always check gauges and warning signs.
22. Ensure fire extinguisher is available in the vehicle.

Don'ts

1. Don't lift anyone in the dumper. Use of mobile and earphone is prohibited while driving.
2. Don't overtake the dumpers moving forward.
3. If there is doubt in brake and steering system of the vehicle then rectify it before starting the vehicle.
4. If water temp reaches 91 degree or more, don't run the machine.
5. Use minimum use of retarder brake, as it heats transmission oil.
6. Don't press starter key for more than 30 seconds at one time. And for long cranking give interval of 2 to 5 minutes between two long starter push.
7. Don't use emergency steering switch for more than 30 seconds at one time.

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8. After starting machine, don't race engine till the engine oil pressure do not comes to normal.
9. Don't run engine idle for more than 5 minutes.
10. Don't stop the engine without idling it for at least 3 minutes.
11. Use parking brakes only while parking the vehicle and in emergency.
12. Don't stop the machine at gear-engaged position.
13. Don't park the machine at unsafe place.
14. Don't allow anyone to step in or step out from the machine when it is running.
15. Don't allow anyone except maintenance staff to touch the machine.
16. Maintain a distance of 50 feet from the running vehicle at the front and 100 feet while moving in downward slope.
17. In any indispensable situation follow the instruction of site supervisor.

Traffic rules and procedures to be followed at SECL premises

Rule 1 (Procedure)

1. Any unauthorized person can't run the vehicle inside the mines.
2. When any work is going on the vehicle by fitter or trial is being taken, then authorized driver will only run the vehicle.
3. While driving the vehicle, driver always need to keep Driving license and Mines Training certificate with him.

Rule 2 (Speed limit)

1. Permanent or temporary speed limit as decided by the mines manager for a vehicle or for any particular area will be applicable.
2. Wherever condition of roads is not good or visibility is less, vehicle driver has to decrease speed in order to ensure control in the vehicle.

Rule 3 (Preference)

1. If traffic is not controlled by traffic signs in places where two roads meet, driver must follow the below procedure.
2. Every vehicle should provide way for vehicles with Red lights.
3. Light motor vehicle will always give way to heavy vehicles.
4. No vehicle driver should try to overtake the other moving vehicle, it can lead to collision.

Rule 4 (Parking of the vehicle)

1. Vehicle driver should not park the vehicle in such a way that it creates difficulty in smooth movement of traffic.
2. Vehicle driver should always park the vehicle in authorized designated place as decided by the mines manager. If any vehicle is in breakdown condition, then always engage the parking brake and put stoppers in all the tyres, always keep ON the parking light of the vehicle in night. Keep stones around the breakdown vehicle so that other vehicle drivers get to know about the breakdown condition of the vehicle.
3. Every vehicle drivers before leaving the vehicle will ensure the safe condition of the vehicle such as parking brake engaged or not, parking is systematic and 10 meters space is given between the two vehicles at parking place.

LANCO AMARKANTAK POWER LIMITED

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Tender Specification No: LAPL/ASH/TRANS/2022-23/08**Dated: 04.02.2023****Last Date of Bid Submission is 13.02.2023**

4. Never park the vehicle in downward slope (in ramp). If vehicle is breakdown in the slope, put stopper in all the four wheels and ensure that stopper do not breaks due to the load of the vehicle. Whenever vehicle gets breakdown in such a condition, immediately inform to higher authority.
5. Never stop the vehicle in the ramp, and don't allow anyone to step in into the vehicle.

Rule 5 (General)

1. In vehicle which is being towed or which is hampering the traffic, use emergency light, both in front and back of the vehicle. Use strong iron rods for towing purpose of the vehicle.
2. Operator or vehicle driver will be responsible for cleanliness, adequate engine oil, water level, engine condition of the vehicle or other machines which are available.
3. Use of dipper headlight is mandatory in traffic area and in mobile workplace.
4. Vehicles which are running in the road/earth will always use horn before moving and vehicle driver will ensure that nobody is present around the vehicle by checking all the sides of vehicle, under the vehicle.
5. Vehicle driver should get satisfied themselves with their driving skills and vehicle performance before parking/reversing the vehicle, to give pass to other vehicle, to cross any stationary vehicle.
6. Don't run light vehicles in the road of heavy vehicles, use high indicator in light vehicles if it is running in roads of heavy vehicles.

Rule 6 (Overtaking)

Whenever vehicle driver needs to overtake other vehicles then they should abide by the following rules (the best is to not to overtake)

1. Never increase the speed.
2. Overtake the vehicle only when the view of the road is clear beyond the vehicle which is being overtaken.
3. While overtaking mind the inter section and junction of the road.
4. Overtake only when green flash/light is given from the vehicle which is being overtaken.
5. Vehicle driver who is running heavy vehicle will not overtake other vehicles in the downward slope unless the speed of the vehicle which is being overtaken is less than 10 km/hr. and view of the road is very clear.
6. If route divider/road diversion is near, overtaking is not allowed.

Rule 7 (indications/directions):

1. Always follow all road signals. If any doubt regarding meaning of the signal, contact with the supervisor.
2. Always keep in mind warning indications and instructions of daily blasting.
3. Remove temporary indications/signals immediately after its purpose is served.

Rule 8 (Engineering conditions of the vehicle)

1. Every vehicle driver should get satisfied himself thoroughly about the safe and perfect working of the vehicle, by checking it daily.
2. Every vehicle driver needs to report to its supervisor if any problem found in the vehicle, if any injury occurs to someone on the vehicle/due to the vehicle or any incident/accident happens with the vehicle.

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ANNEXURE-III		
Details of safety features in tippers		
Sl. No.	Make/Type:-	
	Details:-	Status/Remark
1	Air Conditioning Unit	
2	Wiper	
3	Seat Belt with reminder	
4	Emergency Steering system	
5	Steering Pressure Failure indicator	
6	Mechanical Steering locking system	
7	Provision of Service Brake	
8	Provision of Emergency Brake	
9	Provision of Parking Brake	
10	Retarder Brake	
11	Fail safe brake	
12	Rear vision camera	
13	Blind Spot Mirror (RHS)/ Camera	
14	Blind Spot Mirror (LHS)/ Camera	
15	Rear view Mirror (RHS)	
16	Rear View Mirror (LHS)	
17	Horn	
18	Operator Fatigue Sensor	
19	Audio Visual Alarm	
20	Retro reflective reflectors	
21	Turbocharger guard	
22	Fire Extinguisher	
23	AFDSS	
24	Fire Resistance Hoses	
25	Mechanical Anti Collision device	
26	Speed limiting device	
27	Propeller Shaft Guard	
28	Proximity warning device (Front)	
29	Proximity warning device (Rear)	
30	Dump body raised position indicator	
31	Dump body raised locking arrangement	
32	Cabin Guard Extension	
33	Load Indicator	
34	Auto dipping system	

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