

INVITATION FOR EXPRESSION OF INTEREST (EOI) FOR LIFTING OF DRY AND POND ASH ON FREE OF CHARGE BASIS***EOI SCHEDULE**

Date of issue/publishing	:	09/05/2022
Last date and time for submission of Proposal	:	16/05/2022 (04:00 PM)
Date and time of Proposal opening	:	18/05/2022 (04:00 PM)
Earnest Money	:	Not applicable
Refundable caution Money	:	Agencies shall be required to submit a Refundable caution amount along with submission of LOA / LOI acceptance after Evaluation of submitted requests Rs. 30,00, 000/-.
Proposal validity period	:	180 days from the date of opening of Technical Proposal.
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

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).

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

LAPL Invites for Expression of Interest (EOI) from the central and state road construction agencies, public works department, and agencies engaged in filling of Low Lying Area, back filling or stowing of mines in the prescribed format for issue of Dry ash/ Pond ash on free of charge basis from dry ash silo/ Ash Pond of Lanco Amarkantak Power Limited located in Village- Patadi, Post office – Tilkeja, Korba, Chhattisgarh 495674. This EOI document is in compliance to the clause no 5.2 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.

EOI Specification No: LAPL/ASH/FOC/2022-23/02

Dated: 09.05.2022

Last date for EOI submission 16.05.2022

The Dry/Pond ash quantity that may be made available to such parties is as given below

Station Ash Allotment Capacity	Ash Type	Location of Ash Availability	Approx. Total Qty. (MT) for allocation	Period of Allotment
LAPL(2X300MW) Pathadi, Korba	Dry Ash/ Pond Ash	Dry Ash / Ash Pond	20 Lakh MT/ Per Annum	01 Year

Actual available Dry/Pond Ash may vary depending upon actual utilization of plant capacity and generation of Dry/Pond Ash. Interested parties are requested to submit their requirement as per enclosed format.

Dry/Pond Ash to be supplied on "as available basis" from Pond or from any other location (inside the plant premises) and interested parties have to arrange Lifting, Loading/Unloading and transportation of ash at their own cost in Hywa / trucks for Dry/Pond ash in environment friendly manner.

The decision of LAPL shall be final and binding for the allocation of Dry/Pond ash. The availability of Dry/Pond ash will be made free of charge to eligible agencies as defined by MoP's Gazette Notification dated 22.02.2022 and MoEF&CC's Gazette Notification dated 31.12.2021 read with latest amendments, if any and as per scope of work and general terms & condition of Ash Utilization of LAPL.

The period of allocation for Supply of Dry/Pond Ash from Silo/Pond would be for a period of 12 Months which would be decided at the sole discretion of LAPL.

Successful parties shall be liable and responsible for payment towards any taxes, duties, levies, octroi etc. applicable/enforced (by State/ Central Government) from time to time during the tenure of the allotment

In case demand (as assessed by LAPL from the documents of the respective agencies) for free supply of Dry/Pond ash exceeds the supply to be made under the law, the allocation of quantity of such Dry/Pond ash may be done on merit or pro-rata basis at the sole discretion of LAPL. LAPL may enlist/empanel interested parties for issue of dry ash/Pond ash.

The dry ash allotted by LAPL to particular manufacturing facility/agency is non-transferable to any other unit of manufacturing location.

EOI Specification No: LAPL/ASH/FOC/2022-23/02

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INVITATION TO EOI AND INSTRUCTIONS TO AGENCIES

Interested Parties may send their EOI duly filled in the prescribed format to address mentioned below on or before 16/05/2022 (up to 16:00 Hrs).

The proposals received against this "Invitation for Expression of Interest" on or before 16/05/2022 up to 16:00 Hrs shall be opened on 18/05/2022 at 15.15 Hrs. Please note that late Proposal shall not be considered for opening.

1. The Proposal should be unconditional acceptance to the terms as contained in the EOI Document.
2. No over-writings or correction shall be accepted unless authenticated with signature.
3. All communications, correspondence in relation to the EOI 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 can be amended at the discretion of LAPL (if needed).

2. SCOPE OF WORK

1. LAPL is inviting EOI for environmentally friendly utilization of ash (hereinafter referred as "ash") as per the notifications issued by MOEF & CC (as amended from time to time) on free of charge basis.
 - Utilization of ash from ash dyke/ash silos on "**as is where is basis**".
 - Agencies, once shortlisted in the EOI, will be required to submit proposal to LAPL EIC for necessary approvals. Disposal shall be allowed once EIC provides written clearance for disposal/utilization of LAPL ash to identified site as proposed by Agency or LAPL and after EIC ensured that all the required approvals are submitted by the agency, if any. LAPL shall have sole discretion for approval of identified site as proposed customers and the same shall be binding on the customer.
 - All works have to be carried out as per latest MoEF & CC prevailing guidelines only.

This EOI is applicable for utilization of ash (As is where is available/required basis). Parties agree to accept the EOI from Lanco Amarkantak Power Ltd. with the following detailed scope:-

Detailed scope of work:-

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

EOI Specification No: LAPL/ASH/FOC/2022-23/02

Dated: 09.05.2022

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Transportation: Nuisance free and pollution free transportation should be the main motto of transportation of ash in leak proof covered dumpers/Hywas/Trippers up to the dumping area (from own resources).

Guidelines for Transportation of Ash:-

1. Transportation is in the scope of Agency.
2. All transportation of machines & tools, marching is in the scope of Agency.
3. The body of the vehicles engaged for transportation shall be perfectly leak proof.
4. There will be no consideration for idle charges during the contract period.
5. Top Covering of vehicle with tarpaulin during transportation and to ensure no leakage/no spillage of ash is in the scope of Agency to prevent emission of ash during transportation.
6. Industrial standard de-watering pumps, pipes and ancillaries like cable board with RCB for ash de-watering nearby location, if required as per the instructions of EIC is in Agency's scope.
7. Water spraying arrangement at excavation site, along the transportation route and at dumping site to prevent air/dust pollution is under Agency 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 Agency scope.
8. Necessary approach roads, whatever required, at the access to ash pond as well as at the disposal end and within the ash pond itself shall be constructed with required materials and shall be maintained by the Agency during execution of the work as per road safety guidelines
9. For any environment imbalance, the Agency will be responsible and attend to the same at their own cost. The Agency will be responsible for any adverse environmental impact due to dumping of the fly ash.
10. All statutory requirements as per the factory norms are in the scope of Agency.
11. If applicable, Soil Royalty payment will be also in the scope of Agency and for the same challan need to be submitted as a proof of payment (If applicable).
12. After award of EOI, the transporter has to obtain NOCs from Village Panchayat, District administration (Revenue & Disaster management department), RO-CECB, Korba or any other statutory bodies as applicable and applicable clearances. All necessary approvals from Govt. & any disputes clearance, liasoning is in the scope of Agency. Dumping of ash will be done as per the latest guidelines of MOEF &CC (as amended from time to time).
13. LAPL will endeavor to update the Agency about any change in legal requirements for loading / transportation / unloading / etc. of ash. However, it is the responsibility of the Agency 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 Agency 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 Agency only. The cost of the same will be borne by the Agency or recovered from Agency's money available with LAPL.
14. Ash to be transported properly in covered trucks and there shall be no spillage during transportation. Cleaning of ash spillage from roads inside/outside plant will be in scope of Agency.
15. Daily road sweeping inside plant & weigh bridge will also be in the scope of Agency.
16. Ash to be transported according to designed carrying capacity of trucks.
17. Both Tare and Gross weight of trucks to be done at LAPL weighbridge.
18. In case of Weighbridge shut down/maintenance, designed capacity weight of vehicle will be given if truck filled full & Tare weight of the vehicle will be considered as per the previous records.
19. Ash to be dumped only at designated place mentioned by the EIC. Record is to be maintained at unloading area for each load and copy to be submitted.
20. In case of disposal area being remote from plant or as per the instruction of EIC, Agency has to provide GPS enabled trucks.

21. Vehicle registration number must be displayed clearly on front, back, left, right and Front glass of the vehicles.
22. Safely loading and unloading will be in the scope of Agency.
23. All the required standard safety measures & PPEs, at the loading & unloading area and during Contract period shall be mentioned in sale order and the quantity should be carried as per the instruction of EIC.
24. The safety, statutory & environmental requirement are in the scope of Agency.
25. Housekeeping of the surround work done area is to be completed without any delay, after completion of respective job.
26. The Agency to coordinate with existing ash pond bund maintenance Agencies team and other Agencies to avoid any dispute and for smooth flow of work.
27. The Agency should also have the capability to arrange for replacement of any machinery in the event of their breakdown.

General Instructions:-

- Obtain statutory permission from Regulatory Authorities such as CECB as per the requirement. All liaisoning work including requirement to obtain approvals/NOC from statutory bodies shall be in Agency scope. LAPL shall only provide necessary documentation support.
- LAPL EIC shall certify the fortnightly quantity lifted by Agency as per LAPL weighbridge report. Further LAPL weigh bridge report shall be considered for all commercial purposes.
- The Agency shall ensure compliance of all the rules and regulations under latest Motor Vehicle Act for the transportation under this contract. LAPL shall not be responsible for any non-compliance of the rules. The Agency shall indemnify LAPL against all and any actions which may arise out of such non-compliance.
- Leak proof Hywa/tippers are to be engaged for transportation of ash to project areas.
- Hywa/tippers arranged for ash transportation & loading will be inspected periodically & unfit vehicle as per LAPL vehicle safety guidelines, will be banned for entry.
- Hywa/tippers engaged for ash transportation should be fully covered with tarpaulin without any spillage after loading inside of ash silo/pond only. Tarpaulin for covering purpose will be in Agency's scope.
- Vehicle fitness, Insurance, Valid license for excavator operators, drivers are required at the gate entry for issuing of gate pass..
- Area for lifting ash in ash dyke will be provided by LAPL & Agency will engage the resources in the marked area only for lifting ash. Lifting of ash from any other area till further instruction will not be allowed.
- Ramp required for safe access & exit of vehicles in side ash dyke will be constructed with all required materials & maintained as per the road safety standards by Agency (Royalty to be paid by Agency, if required). Handrails with reflective tapes will be required to be installed on both sides of ramps by Agency.
- Two different ramps, one for entry & one for exit to be constructed by Agency.
- Construction of entry & exit ramp with respect to change in location of lifting ash will be in Agency's scope.
- All the resources required for lifting of ash from dyke in Hywa/tippers will be in the scope of Agency.
- Electric connection Center bund of ash pond will be provided by LAPL and inside pond industrial standard cable, lights, boards, switches, RCB, laying and maintenance in scope of Agency.

- Pond area and for their temporary site office, any other tools tackles, consumables /materials will be in the scope of Agencies.
- Agency 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.
- Agency has to provide Safety officer in all 3 shifts for Safety toolbox talk, vehicles & drivers fitness checking and safe movement of transportation and environment controls inside and outside of plant.
- Operators/drivers engaged in resources for ash disposal has to follow the LAPL safety guidelines & gate pass of the person found violating the same will be immediately cancelled.
- Agency has to deploy resources for maintenance of ash dyke access road & the top of embankment to ensure safe access to the loading point.
- Excavation inside ash dyke to be carried out only as per LAPL instructions.
- Agency 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).
- Agency needs to ensure availability & usage of movable fences & Traffic cones near excavated area inside ash dyke/near pond.
- Penalty will be levied if any LAPL property is found damaged during the ash disposal.
- Agency has to make arrangements to control fugitive dust emissions during loading and transportation of ash within LAPL premises.
- Ash to be transported should be conditioned with water to maintain minimum of 15% moisture at the disposal point so that ash does not get air borne and cause fugitive emission.
- Adequate free board in trucks should be kept avoiding overflow/spillage during transportation.
- In case of any spillage entire route during transportation of ash, the Agency shall ensure that spilled ash is collected and transported to the disposal/usage site immediately.
- Penalty will be levied in case of any safety violations during the ash disposal as per the LAPL Safety norms and amount shall be collected from Agency.
- Penalty will be levied in case of any Environment violations during the ash disposal as per the LAPL Environment norms and penalty amount shall be collected from Agency.
- The speed limit of vehicles carrying ash should be strictly enforced and it should not exceed 20 km per hour plying inside plant.
- All machinery (Hywas/tipper/excavator/Dozer/water tanker etc.) and manpower required for loading, shifting, unloading, compaction etc. is in Agency's scope.
- Maintenance of dyke embankment and ash dyke approach road is in Agency's scope
- Agency has to comply with all the applicable statutory requirements.
- The Agency shall be fully responsible for the operation of the machinery. For any incident due to mishandling or faulty operation of the Agency/ Agency's workers, such Agency will be fully responsible.
- Ensure that the vehicles which will be entering the plant should have proper gate pass and staff should carry valid gate passes.
- Work will be carried out as per mutually agreed Sale Order.
- One dedicated supervisor, safety supervisor and two signalmen should be deployed on each shift at loading point to instruct the movement of vehicles during loading and unloading area one supervisor and signal man.
- One register should be maintained at loading point by Agency, in which the no of trips per hywa/tipper, loading time, vehicle break down time etc. is to be properly registered.

EOI Specification No: LAPL/ASH/FOC/2022-23/02

Dated: 09.05.2022

Last date for EOI submission 16.05.2022

- Housekeeping will be done by the Agency wherever spillage of ash occurs on the road by Hywas/tippers.
- The dumpers should not carry beyond the maximum designed capacity.
- Loading shall be done on 24X7 basis on all days of the week.
- Repair, rectification and correction of the bund to be done by Agency, if any arising during the period of the execution.
- The Agency shall particularly take care of all types of required coordination with local government authorities etc. for ensuring smooth progress of the work.
- All temporary approaches required if any, including material shall be in Agency's scope & has to be made at dyke or at dumping/disposal site.
- The route for transportation of ash to various locations should be finalized with LAPL EIC.
- LAPL shall conduct review meeting with the Agency on monthly basis. In review meeting points like safety & environmental compliances, safety performance, ash disposal/utilization, plan vs target, TAT including nos. of trip, overall performance etc shall be reviewed and required action plan shall be implemented by the Agency.
- The Service Provider/Agency admits that he has duly inspected the site and its surroundings and have fully satisfied to all technical, commercial and general conditions affecting the site and the works including the nature of the ground and sub-soil, the extent and nature of the work and materials necessary for carrying out the Works, the means of communication, and in general all risks and contingencies influencing or affecting the scope of work.
- For any theft of Agency/Agency's materials from inside or outside the plant premises, the Agency will be responsible.
- Ensure 100% safety induction for all drivers, Supervisors and operators.
- Ensure 100% PPEs Compliances (Like-Safety helmet, Dust mask, Safety shoe, hand gloves, Safety reflective jackets, reflecting tapes etc.)
- Safety supervisors for monitoring of the ash excavation jobs and traffic controller (as per requirements in each shift from Agency inside the plant e.g. Dyke, weigh bridge, etc)
- Water sprinkling continually to suppress the fugitive emission 6 times in each shift including Sundays and holidays for inside plant ash transportation route.
- All legal compliances related to vehicles to be fulfilled and all documents submitted before commencement of the job.
- Risk assessment to be done for vehicle movement.
- Illumination to be ensured at loading area and roadside.
- Daily vehicle inspection to be ensured for identification of the Vehicle healthiness and its rectification.
- Use of mobile phones while driving and loading of the ash is strictly prohibited.
- Vehicle safety devices like horn, back horn and lights inventory to be maintained by the Agencies.
- **Covid Guidelines:** Agency shall ensure to strictly follow the latest Covid guidelines for allworkmen including drivers.
- **Covid Vaccination:** All employees of transporter's including drivers must have Covid vaccination certificate (Double dose).
- **RFID System:** We are in process to implement RFID system. After implementation, Web portal access will be provided to Agency for vehicle registration, the responsibility of Agency to run the vehicle throughout the contract period and RFID cards will be issued for all vehicles. The cost of RFID cards will be in scope of Agencies.

EOI Specification No: LAPL/ASH/FOC/2022-23/02

Dated: 09.05.2022

Last date for EOI submission 16.05.2022

- **Work Execution:** The qualified party can execute the evacuation from pond as per site condition and time to time instructions from EIC.

3. QUALIFICATION REQUIREMENTS

To be eligible for Award of Contract, Agencies shall provide evidence, satisfactory to LAPL, of their eligibility and of their capability and adequacy of resources to carry out the subject contract effectively.

4. Refundable CAUTION MONEY:

Agencies shall be required to submit a Refundable caution money Rs. 30 lakhs, along with submission of LOA /LOI acceptance to ensure compliance to our safety and environmental guidelines. It is refundable after getting clearance certificate from EIC.

In case any agency does not submit caution money after confirmation of LOI/LOA, LAPL reserves the right to reject the proposal at its sole discretion.

5. DOCUMENTS TO BE SUBMITTED FOR QUALIFICATION REQUIREMENT

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

- a. Complete company profile along with credentials.
- b. Applicable clearances (within 7 days from issuing of LOI/LOA).
- c. Audited Balance sheet and profit loss statement of last three years. Refer **Schedule 2**.
- d. Deviation(s) taken for any of the clauses of this EOI document. Refer **Schedule 3**.
- e. Declaration of site visit (LAPL) as per format prescribed in **Schedule-4**.
- f. List of equipment's owned by party as per format prescribed in **Schedule-5**.

4.2 To be eligible for evaluation of the EOI and award of the contract the agency shall satisfy the requirements of Clause 3, and 4 of this EOI document. After thorough inspection of validation of all submitted documents, Contract/agreement will be done to successful party.

6. MEETING & SITE VISIT

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

7. CORRIGENDUM OF EOI

At any time prior to the deadline for submission of EOI, the LAPL may amend the proposal 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 agencies to regularly visit the website for checking for amendments/addendum(s) (if any).

NOTE: Agencies to visit LAPL website <http://lancogroup.com/DynTestform.aspx?pageid=20> at regular intervals to have online update about this EOI.

8. PROPOSAL VALIDITY

The Proposal shall remain valid and to be open for acceptance for a **period of 180 days** from the last date of submission or as communicated by LAPL from the specified date of Proposal opening.

9. CONTRACT PERIOD

The contract period will be 1 year from the date of confirmation, the contract validity period will be accordingly decided.

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

10. SUBMISSION OF EOI

The agencies shall submit the proposal document duly seal and signed each and every pages.

The envelope containing the Proposal shall be super scribed as:

**LAPL/ASH/FOC/2022-23/02-EOI FOR 'UTILIZATION OF ASH'-
"DO NOT OPEN BEFORE (DATE) AND (TIME) OF PROPOSAL OPENING"**

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

And the 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

The envelope containing the proposal shall be having following documents:-
(Original Hardcopy- 1 Set)

- a) Small envelope containing Caution Money (**Refundable**)
- 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 proposal**]
- g) Schedule 04 [**DECLARATION OF SITE VISIT BY THE AGENCIES**]
- h) Schedule 05 [**List of Equipment owned by Agency**]

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

11. DEADLINE FOR SUBMISSION OF EOI

The completed proposal shall be submitted at the office of LAPL, no later than date and time indicated in the EOI document/ its amendments.

The LAPL may, in exceptional circumstances and at its sole discretion, extend the deadline for submission of Clarification by issuing Addendum(s), in which case all rights and obligations of the LAPL.

12. LATE PROPOSAL

Any proposal received by the LAPL after the prescribed or extended deadline for submission of proposal will not be considered for opening & evaluation.

13. PROPOSAL EVALUATION

13.1 The LAPL will examine the proposal to determine whether they are complete, whether the documents have been properly signed, and whether proposal are generally in order.

13.1 Fax / E - mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received prior to the closing time and date of the proposal will be considered as valid. Proposal not complying with any of the Instructions contained herein may not be considered.

14. PROCESS TO BE CONFIDENTIAL

14.1 Information relating to the examination, clarification, evaluation, and comparison of proposal and recommendations concerning the award of Contract shall not be disclosed to agency or other persons not officially concerned with such process.

14.2 Any effort by a parties to influence the LAPL in the process of examination, clarification, evaluation and comparison of proposal or in decisions concerning the award of contract may result in the rejection of the Agencies proposal and may also lead to "black listing" of the agency and all existing successful proposal in hand, if any, shall be deemed to be cancelled.

EOI Specification No: LAPL/ASH/FOC/2022-23/02

Dated: 09.05.2022

Last date for EOI submission 16.05.2022

15. CLARIFICATION OF PROPOSAL SUBMITTED BY PARTIES

To assist in the examination, evaluation and comparison of proposal, the LAPL may ask agencies individually for clarification of their proposals. Requests for clarification and the response shall be in writing or e-mail.

16. AWARD CRITERIA

The LAPL will award the contract to the agency whose proposal has been determined to be in line with the EOI Documents and who has offered good quantity, provided further that the agency 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, LAPL reserves the right to award the contract to more than one agency under this EOI. During the term of the EOI contract, in case of continuous unsatisfactory performance of the selected party(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 agencies agreeing to lift the ash.

LAPL RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL OR REJECT ANY ONE OR ALL PROPOSALS

Notwithstanding anything contained in the EOI document, LAPL reserves the right to accept any EOI 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 EOI process and reject all proposals, at any time prior to award of contract, without thereby incurring any liability to the affected agency or agencies or any obligation to inform the affected Agencies or agency of the grounds for the LAPL's action.

17. NOTIFICATION OF AWARD

- I. Prior to the expiration of the period of contract validity prescribed by the LAPL, the LAPL will notify the successful agencies by e-mail, that his proposal has been accepted.
- II. The notification of award will constitute the formation of the Contract/Mutual Agreement.
- III. Upon furnishing of caution money by the successful agency in accordance with the provisions of these EOI documents, the LAPL will promptly notify the unsuccessful agencies.

18. CRITICAL DATES FOR EOI PROCESS:

Timelines mentioned above are indicative and are subject to change at the discretion of LAPL. LAPL reserves the right to amend the above schedule or modify/cancel the EOI process at its own discretion. The successful agency shall not be entitled to any loss / claim / damage arising out of or related to the amendment / modification / change in the abovementioned schedule.

EOI Specification No: LAPL/ASH/FOC/2022-23/02

Dated: 09.05.2022

Last date for EOI submission 16.05.2022

19. INDEMNITY

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

20. TERMINATION CLAUSE

For reasons covered elsewhere in this EOI 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 event, the caution money will be forfeited at sole discretion of LAPL.

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

ENCLOSURES

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

ANNEXURE I - GENERAL TERMS AND CONDITIONS

ANNEXURE II - SAFETY GUIDELINES

ANNEXURE III - SPECIAL SAFETY GUIDELINES

ANNEXURE IV - CONTRACTOR SAFETY MANAGEMENT

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

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

ANNEXURE A – PROPOSAL SCHEDULE

Proposal to be submitted by Agencies in the attached format

SL No	Particular	UOM	Required Est. Qty.	Contract period (work completion)
1	DRY ASH/POND ASH from LAPL	MT		1 Year

Mobilization: Mobilization of manpower, material, tools and machinery shall be done within 01 weeks from the date of issuance of contract/LOA or date of intimation of site clearance by LAPL EIC.

Deductions and Penalties:

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

LAPL shall be entitled to recover from Agency's caution money, Safety, environment & statutory deviations including water sprinkling cost under Agency's scope.

Others:

- a. **PPE:** All PPEs required for the job shall be in the scope of Agency.
- b. **Insurance:** Insurance of Agency's material, machinery and manpower will be in scope of Agency.
- 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 Agency.
- e. **Security:** The security of the material, machinery and tools will be in the scope of Agency and LAPL shall not be responsible for any theft or loss of any material.
- f. **Boarding & Lodging:** Boarding and lodging of manpower supplied by Agency for completion of job shall be in the scope of Agency.
- g. **Transportation:** Transportation of manpower, material and machinery required for the completion of work shall be in the scope of Agency.

EOI Specification No: LAPL/ASH/FOC/2022-23/02

Dated: 09.05.2022

Last date for EOI submission 16.05.2022

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

SCHEDULE - 1**Previous experience and current work**

The Agencies(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 Agencies shall attach additional sheets of bigger sizes to accommodate the necessary information, if required. The Agencies shall provide satisfactory evidence (jobs on similar equipment/systems) to carry out the operation and maintenance as per the scope of work mentioned in section. List of all contracts executed along with copies of orders and customer's certificates regarding successful execution of contract to be furnished.

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

SCHEDULE-2

FINANCIAL TURNOVER

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

Year:	2021-22	2020-21	2019-20
Total:			



Always Inspiring

Tender Specification No: LAPL/ASH/SALE/2022-23/02

Dated: 25.04.2022

Last date of bid submission is 02.05.2022

SCHEDULE-3

SCHEDULE OF DEVIATIONS IN EOI

The agencies in this schedule shall fill in clause by clause all deviations taken from the above Instructions .

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

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

SIGNATURE -----

COMPANY SEAL

NAME -----

COMPANY -----

DESIGNATION -----

DATE -----

Tender Specification No: LAPL/ASH/SALE/2022-23/02

Dated: 25.04.2022

SCHEDULE-4

DECLARATION OF SITE VISIT BY THE AGENCY

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

Signature

Designation

.....

(COMPANY SEAL)

Company

.....

Date

SCHEDULE-5

List of Equipments owned by Proposal

The Agencies shall furnish in the format given below List of Equipments owned by Agency *

S. No	Description	Qty

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

Signature

Designation

.....

(COMPANY SEAL)

Company

.....

Date