



LANCO ANPARA POWER LIMITED

Tender Specification No:

LANPL/TN/FA-S/2024-25

**BIDDING DOCUMENT FOR SALE OF FLY ASH
FROM
2x600 MW - LANCO ANPARA 'C' THERMAL POWER STATION**

**Lanco Anpara Power Limited,
Anpara, Sonbhadra (UP) -231225**

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VOLUME I: INSTRUCTION TO BIDDERS

1. INTRODUCTION

Lanco Anpara Power Limited (MEIL group company) (hereinafter referred to as 'LANPL') a company incorporated under the Companies Act, 1956, having its registered office at 411/9, Riverside Apartments, New Hyderabad, Lucknow-226007, Uttar Pradesh, India. LANPL is operating 2 x 600 MW Anpara 'C' coal based thermal power station at P.O-Anpara, District Sonbhadra, (National Highway-39) Uttar Pradesh-231225. In the process of generation of electricity at the thermal power plant, ash is generated as a by-product. LANPL invites bids from interested buyers for sale of ash from Anpara 'C' power station of LANPL as detailed below and subject to terms of this tender document.

2. SCOPE OF SALE

a) Designated delivery point(s)

- (1) Ash pond situated at Village Belwadah for pond ash
- (2) Ash Silo chute of the Anpara 'C' Station for fly ash.

b) Quantity :

Total Quantity ash available for sale : 17,00,000 Tons
Reserved Quantity of Ash for MSME : 3,40,000 Tons
Floor Price for MSME : Rs. 1 per Ton

c) Period of Sale: One Year

d) Bidder to indicate the quantity of fly ash that the bidder intends to purchase

e) Mode of Transportation-

By Road: The Buyers shall make their own arrangement for taking delivery in their own closed trucks/bulkers. Only Bulkers are allowed for fly ash carriage. Ash to be delivered on Ex- Work's basis. The details are mentioned in Volume-III for lifting of dry Fly Ash by Road.

3. GENERAL INFORMATION

The interested bidders are invited to submit their bid comprising of Technical Bid and Price Bid for the subject package, in line with the provision of this bidding document. The detailed Procedure for submission of bids has been detailed hereunder in this document. Any cost incurred by the bidder(s) on account of preparation and submission of bid, negotiations, discussions etc. will not be reimbursable by LANPL and LANPL will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

LANPL reserves all right to reject any or all bids, wholly or partially, extend the date of submission of bids and to annul the bidding process without assigning any reasons

whatsoever, at any time prior to award of Contract, at its sole discretion, and in such case no Bidder /intending Bidder(s) shall raise any loss, claim or liability arising out of or in connection with such action.

Further, LANPL reserves the right to amend, modify, add or remove any of the terms of this tender document, at any time prior to award of contract, at its sole discretion, and in such case no Bidder /intending Bidder(s) shall raise any loss, claim or liability arising out of or in connection with such action.

While an attempt has been made to define and capture the requirements in as exhaustive manner as possible, bidders are advised and are expected to have a thorough understanding of the applicable requirements for performing services as defined in the Scope of Work.

4. BID SUBMISSION AND OPENING PROCEDURE

Bidders shall submit their bids at the following address by the Date and Time as mentioned herein:

Head Procurement & Contracts
Lanco Anpara Power Limited
C/o Megha Engineering & Infrastructure Limited
Tower #2, 5th Floor
Technocrats Industrial Estate (T.I.E)
Balanagar, Hyderabad – 500037
Email: pavan.basam@meilanparapower.com

The Bids shall be submitted in three parts i.e. Part-I, Part-II & Part-III. Each part will be enclosed in a separate envelope duly super-scribed on the envelope as Part-I (Earnest Money Deposit), Part-II(Technical Bid) and Part-III (Price Bid). All the three envelopes will be further enclosed in a large envelope. The following procedure shall be followed for opening of tenders: -

- (a) **Part-I Earnest Money Deposit:** Part-I consisting of Earnest Money Deposit in the form of DD/RTGS in favour of Lanco Anpara Power Limited will be opened first. Technical bid shall be opened if the Earnest Money is in conformity to the Terms & Conditions of the Tender, otherwise Technical Bid will not be opened.
- (b) **Part-II Technical Bid:** Part-II consisting of Technical Bids as specified in Clause No. 11 of **Volume –I** except Price Bid. Price Bid will be opened for those Bidders, whose Technical Bids are found in line.
- (c) **Part-III Price Bid:** Part-III consisting of the Price Bid for basic price. No correspondence/clarifications shall be entertained after the opening of Part-III.

5. TIME SCHEDULE FOR BIDDING PROCESS: -

S. No.	Bid Reference	Details/Tentative Timelines
1	Site Visit & Queries	12/05/2024 to 19/05/2024
2	Last date and time for Receipt of Bid (Technical and Price Bid) in Hard copy	20/05/2024 - EOB

Note: - Any Queries regarding bid shall be addressed to the Authorized Person at the Correspondence address provided

LANPL reserves all rights to reject any/all the bids, wholly or partially, without assigning any reasons whatsoever, at its sole discretion. LANPL shall not be liable towards any cost for preparation and submission of bids or incidental expenses, incurred by the Bidder.

LANPL reserves the right to assign the Scope to a single or multiple bidder(s) at its sole discretion. LANPL reserves the right to allow for minor deviations/accept the Bid at its own discretion for higher competition.

6. BID LANGUAGE

The bids prepared by the bidder(s) and all correspondence and documents related to the bid exchanged between the bidder(s) and LANPL shall be in English language.

7. BID CURRENCY

The bidder shall quote the prices in INR currency as per Price Bid Submission Format.

8. EARNEST MONEY

The bidders are required to deposit the Earnest Money of **INR 10,000 (Rs. Ten Thousand only)** through DD/NEFT to be issued in favour of Lanco Anpara Power Limited, payable at **Chennai**. In case of unsuccessful bidders, the earnest money shall be refunded within 30 days of the award of order/contract or after the expiry of validity period of the bids, whichever is earlier. In case, a successful bidder refuses to honour the Contract awarded to him, his EMD shall be forfeited. EMD of the successful bidder(s) shall be returned on submission of security deposit amount.

Bank Name	: Punjab National Bank
Address	: Chennai
Account No	:0305002900000441
Account Type	:Cash Credit
IFSC Code	:PUNB0030500
Name of Beneficiary	:Lanco Anpara Power Limited
Address of Beneficiary	:Anpara,Sonbhadra,(U.P.) – 231225

9. SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE

Successful bidders shall submit, Security Deposit/ Bank Guarantee for an amount of Rs. 1 Lakh for satisfactory performance and fulfilment of their obligations in all respect

of the Contract. The Bank Guarantee shall remain valid in full force and effect during the period of the contract and shall be valid for a period of 6 months beyond the period of Agreement.

10. QUALIFICATION REQUIREMENT: -

Details	Parameters	Documents required to be submitted
Technical Qualification Requirements	Bidder should be an individual, a partnership firm or a company. Experience in lifting of fly ash from any entity by the Bidder	1. Self-certified copies of POs/Work Orders executed substantiating handling in a year. 2. Self-certified summary of POs/Work Orders in point 1 above. 3. Bidders shall submit an undertaking of utilizing the Fly Ash in Cement, Construction or any other Ash based product / Industry
Financial Qualification Requirements for MSME	There shall be no financial qualification for MSME. However MSME bidder should submit MSME registration certificate along with the bid, if bidding under MSME category.	Turnover duly certified by Chartered Accountant
Financial Qualification Requirements for Non-MSME/ Other	Average Annual Turnover of Bidder in preceding 3 Financial Years at least Rs.15Lakhs/annum	

During the bid opening process, LANPL may request for any other document/information from the interested Bidders in relation to the Bidding process and the Bidders are requested to share the same with LANPL immediately

11. EVALUATION OF THE PRICE BID

Bidders shall quote for both Quantity and Rate and the Bids shall be evaluated on the basis of highest revenue (which is a Product of Quantity and Rate) quoted by bidder.

12. Methodology for Pricing

Price chargeable to buyer(s) shall be the price discovered resulting from the bids received as per the methodology described below. All statutory duties / taxes / TCS/levies shall be charged extra.

13. Price & Bidding Methodology

Non- MSME/ Other Category:

There is no minimum off take of Fly ash per bidder. There shall be no floor price, companies are free to quote the rate. However, selection of bidder shall be based on maximum value quoted which is price x quantity.

For Example:

Bidder	Quantity quoted per year	Rate quoted per year	Q x Rate	Selection criterion
Bidder#1	144000	200	28800000	H4
Bidder#2	144000	300	43200000	H3
Bidder#3	400000	150	60000000	H1
Bidder#4	200000	300	60000000	H1
Bidder#5	144000	400	57600000	H2

From above table, H1 will be given first priority; H2 will be on second priority and so on

MSME category:

However, in case of MSME category, the rate shall be with a minimum floor price of Rs.1.00. The allocation shall be same as non-MSME till the quantity allocated for MSME bidder is exhausted.

14. Penalty

Penalty equal to the Rs 50/- per MT shall be levied on Buyer if it fails to lift quoted percentage cumulative fly ash quantity at seller's thermal plant. Penalty shall be calculated and payable on a monthly basis which will be reconciled on yearly basis.

15. Upward Quantity Flexibility

If requested by the Buyer, the Seller may consider supply of additional quantity over & above the allocated quantity subject to availability and at the sole discretion of the Seller at the price mutually agreed by both parties.

16. NEGOTIATIONS AND AWARD OF CONTRACT

LANPL reserves the right to negotiate the Bid Prices or Bid Quantities quoted by bidders.

17. BID VALIDITY

The Bids submitted should be valid for a period of 90 days from the last date of submission of Bid.

PART II: CONDITIONS OF CONTRACT

1) Definitions

- a) "Bidder" means the party who submits its Bid. In case of a Consortium/ Joint Venture, either Lead Member or Consortium Member may submit the Bid Document, but Lead Member shall be referred to as the Bidder. In case of Consortium, the order will be given to Lead Partner only on behalf of consortium.
- b) "Bidding Document/ Bid Document" includes all the documents listed in Clause 4 of Volume I.
- c) "Confidential Information" means all information in which a party has the rights that is not generally known to the public and that under all the circumstances should reasonably be treated as confidential or proprietary, whether the material is specifically marked as confidential or not.
- d) "Contract or Agreement" means the Contract entered into between the Successful Bidder and LANPL, covering the Scope of Work and Terms & Conditions of the Contract, together with all the documents referred to therein, such as this Bidding Document, or amendments made thereof.
- e) "Successful Bidder / Buyer" shall mean Party selected to perform the Work under The Scope of Work in this Bidding Document.
- f) "Contract Price/ Bid Price" means the price to be paid for the performance of the Work detailed under Scope of Work, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Bidding Document/Contract.
- g) "Government" means the Government of India including State Government and Local Statutory Bodies.
- h) "Language" implies English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the terms.
- i) "Lead Member" of the Joint Venture/ Consortium shall be the Member authorized by other partner (s) to be the lead member.
- j) "Local Currency" means Indian Rupees.
- k) "MT/Ton/Tonne" means Metric Tonne which is equivalent to 1000 Kg.
- l) "Delivery Point" means the chutes of the designated ASH SILO CHUTE in case of fly ash and ash pond at Belvadah village for pond ash.
- m) "Seller" means LANPL or Lanco Anpara Power Limited.
- n) "Party" means LANPL or Successful Bidder/Buyer, as the case may be, and "Parties" means both of them collectively.
- o) "Personnel" means persons hired by the Buyer as employees and assigned to the performance of the Services or any part thereof or LANPL's personnel as per the Context.
- p) "Responsiveness" shall mean broad compliance to the requirements as ascertained during Technical Bid opening.

2) TAXES AND DUTIES

2.1 Definitions

For the purposes of this Clause 1 (Taxation):

- a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;

- b) "Government Authority" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax;
- c) "Goods & Services Tax" or "GST" shall include Central Goods & Service Tax ("CGST"), State Goods & Service Tax ("SGST"), Integrated Goods & Service Tax ("IGST"), Union Territory Goods & Service Tax ("UTGST") & GST Compensation Cess.
- d) "Change in Law" means any change or amendment of any act or law, rules or regulations or enactment of any new act(s) or rules or regulations or any change in the interpretation or enforcement of any said act or law, rules or regulation.

2.1.1) Person Responsible for payment of Taxes

All taxes, fees, custom duties, cess and other charges of whatever nature assessed on the Ash which may become payable under Indian laws after the execution of the Agreement shall be the responsibility of and paid by the Buyer.

2.1.2) Indemnity

The Buyer shall defend, indemnify and hold the LANPL harmless from and against any claim in connection with any Taxes which may be levied or imposed on the Buyer or its subcontractors by any Government Authority arising out of or in connection with the performance of this Contract including but not limited to:

- a) any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against the LANPL arising out of or in connection with the performance by the Buyer of its obligations under this Agreement,
- b) any infringement (whether actual or alleged) of any patent or other intellectual property right arising out of or in connection with the performance of this Agreement by the Buyer.
- c) Any Penalty, damages, levies, imposed by any person/organization/body or any government agency in connection with ash

3) PERIOD OF CONTRACT

The contract shall be valid for a period of **one year** effective from the date of signing of the Contract.

4) LICENSE

The Buyer guarantees that it shall be in possession of all necessary licenses and permissions required for the utilization / lifting of Ash covered by this Agreement to be transported to the destination at all points of time during the tenure of the Agreement.

5) LOST (TOTAL OR PARTIAL)

- 5.1 In the event of a total or partial loss of Ash at any time after the ash is loaded into the vehicles engaged by the Buyer, the Buyer shall pay to the Seller the full amount invoiced based on Seller's certificate of weight. The Buyer shall not await the settlement of any insurance claim before making payment to the Seller.
- 5.2 The Buyer shall utilise ash only for the eco-friendly uses approved by MoEF&CC. The Seller shall not be liable in any respect whatsoever in connection with the use of the Ash by the Buyer or end-user.
- 5.3 The Seller shall not be liable for delay in delivery if the Ash has been delivered to the carrier on schedule.
- 5.4 Seller and Buyer agree that upon conclusion of the Addendums, price mentioned shall remain fixed for the shipment and shall not be revised.

6) Weighment for invoicing

Fly ash shall be issued based on actual weighment at LANPL static weighbridge/ mutually agreed weighbridge. Weight so recorded shall be considered final for payment purpose.

7) Shortfall in supply by Seller

Fly Ash is a product of coal combustion, which again is subject to the demand of electricity in the areas allocated by the regulatory authorities. Scheduled and unscheduled shutdowns also affect generation of electricity and thus generation of Fly Ash. Though all efforts will be made to maintain contracted quantity of Fly ash available, Seller does not guarantee availability of Fly Ash as per contracted quantity regularly and will not be liable for any compensation or damages for non-delivery or short fall of required quantity of the fly ash.

In case Seller is unable to provide the average daily contracted quantity of fly ash due to any reasons including forced outages of the plant, congestions etc. Seller in respect of each buyer shall accordingly adjust the average daily contracted quantity downward.

Seller may offer additional quantity of fly ash at a later date subject to availability, if agreed by buyer. The quantity so offered and agreed by buyer at a later stage, will form a part of the daily contracted quantity.

8) Delivery

Buyer should depute his authorized representative to the LANPL Plant site for coordination and taking delivery of fly ash. Delivery will be from Silo Chutes to bulkers only, which are suitable for loading from designated silos.

Seller has right to suspend the delivery of Fly Ash if advance amount is not available with the Seller by the required date and such suspension of delivery shall be to the account of buyer.

9) Responsibility during Transportation

The buyer will be responsible for any kind of injuries or accidents caused to their employees or labourers or any other person and Seller will not be liable in the matter. If any action is brought against the Seller for payment of damages or compensations, the buyer shall indemnify the Seller

from all such action or claim from damages/compensation. If the Seller is held liable for any compensation, buyer shall forthwith compensate the Seller if any; such claim arose after expiry of the contract period.

The Buyer's transporter(s) shall have valid license and meet the statutory compliance requirement of State Govt. / Central Govt./ Motor Vehicle Act 1988 /Concerned Authorities for transportation of the specified goods along with compliance of LANPL's guidelines.

10) Billing

Seller will issue Exit gate pass on daily basis and invoices on daily basis and shall deliver to the Buyer(s) an invoice showing the value of the fly ash delivered for each day, along with applicable duty/taxes/cess etc. and shall be adjusted against the advance payment made by the buyer(s). GST or any other applicable Taxes/duties or levies imposed by statutory authorities will be charged at the time of dispatch at full applicable rates

The bidder should strictly adhere to the following

1. "Guidelines for loading, unloading and nuisance free transportation of all Types of fly ash including bottom ash etc. generated by Thermal Power Stations (Issued by Central Pollution Control Board Delhi 2013)
2. All other statutory guidelines issued by the concerned authorities.

11) WARRANTIES AND REPRESENTATION

11.1 Each of the Parties, acknowledges that:

- i. Such Party is an individual, partnership firm or company validly existing under the laws where it is incorporated/established, with power to own assets, conduct its business as presently conducted, enter into, comply with and perform the obligations as set out in this Agreement and is not entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process.
- ii. Such Party has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.
- iii. This Agreement has been duly executed and delivered by the Party and /or the duly authorized representatives of such Party and constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.
- iv. The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by such Party does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which such Party is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.
- v. No legal proceedings are pending or threatened against such Party before any court, tribunal or authority which do or may restrain or enjoin such Party's performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement.
- vi. No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against any Party.

11.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

12) BUSINESS ETHICS

12.1 The Buyer shall declare any conflicts of interest with the LANPL including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company.

12.2 The Buyer shall not use the services of any of the employees of the LANPL, directly or indirectly or enter into any sort of monetary transaction with the employees of the LANPL. The Buyer undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the LANPL or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Buyer, or his partners, agent or servant or any one authorized by him or acting on his behalf.

12.3 The Buyer shall maintain records and provide to the LANPL upon request such records and evidences, as the LANPL may reasonably require, confirming the Buyer's compliance with the obligations under this clause.

12.4 Notwithstanding anything in this agreement, LANPL shall have right to terminate the Agreement forthwith and recover from the Buyer, the amount of any loss arising from such termination in case, it is found that the Buyer has failed to comply with requirements under this clause including any corrupt practices. A decision of the LANPL or its nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Buyer.

13) DEFAULT AND TERMINATION

13.1 Notwithstanding anything contained herein to the contrary, the LANPL may immediately terminate all or part of this Agreement/Purchase Order as under:

- i. By a written notice to the Buyer in case of any material breach of the terms of this agreement by the Buyer the days from receiving notice from the LANPL.
- ii. If Buyer (a) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (b) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate reorganization or to an affiliate), administration, liquidation or similar proceedings, (c) makes, or plans to make, a general assignment for the benefit of its creditors, or (d) creditor attaches or takes possession of all or a substantial part of said Party's assets;
- iii. The foregoing shall not apply to any action or proceeding which is (a) in the reasonable opinion of the company, frivolous or vexatious; or (b) discharged, stayed or dismissed within ninety (90) days of commencement;
- iv. If Buyer is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than 60 days, then LANPL may by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Supplier accrued prior to the date of such termination.

- 13.2 The LANPL may terminate all or part of this Agreement by one (1) months' written notice without assigning any reason whatsoever or if the Buyer fails to obtain any approval required under the terms of this Agreement.
- 13.3 Upon termination of this Agreement, both Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and / or liabilities of the Parties set forth herein which (i) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) the Parties have accrued before expiration or termination, as the case may be.

14) LIMITATION OF LIABILITY

- 14.1 NOT WITH STANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR LOSS OF BUSINESS OR ANTICIPATED PROFITS, LOSS OF OPPORTUNITY, LOSS OF REPUTATION AND ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL LOSS OR DAMAGES OF ANY NATURE ARISING AT ANY TIME FROM ANY CAUSE WHATSOEVER.
- 14.2 Nothing in this clause shall limit the Seller's right to recover up to the price of the Ash increased by any transportation charges, other costs/ overheads and import duties in respect of the delivery of said Ash in circumstances where the Buyer fails to take delivery of the Ash and fails to pay or accepts delivery of the Ash and fails to pay.
- 14.3 The limitations of liability and exclusion of warranties as set out in the Agreement shall be to the maximum extent permitted by applicable law. Nothing in this Agreement purports to exclude or limit liability for fraud, death or personal injury.

15) FORCE MAJEURE

- 15.1 Other than in the case of payment obligations of Buyer hereunder, neither party shall be liable for any delay or failure in the performance of this Agreement due to any circumstances beyond the control of the Parties, such as any (a) act of God, (b) major calamities that affect any of the Parties such as fire, flood, earthquake or natural calamity, war, (c) major events that affect any of the Parties such as riots, insurrection, civil unrest, commotion, mobilization or military or police action to control law and order situation, (d) major events that affect any of the parties such as industrial disputes, strike, lockout, seizure, trade and currency restrictions, shortage of transport, material unavailability, prohibition of export, (e) court order, change in law, actions of Central/ State government or its authorities, rules or directive having force of law, requisition, attachment or injunction order by any statutory or judicial authority (f) restrictions in the supply of power and defects or delays in deliveries by subcontractors, breakdown or malfunction or destruction of production facilities, (g) or any other unforeseeable circumstance beyond the control of the parties if they impede the performance of the Agreement or make performance unreasonably onerous and which could not reasonably be foreseen after due and timely diligence ("Force Majeure Events").

- 15.2 The party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall without any delay, notify in writing the other party on the initiation and cessation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimize effects of such Force Majeure Event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay.
- 15.3 The Buyer shall, in the event of issue of a notice (about happening of a Force Majeure Event) to the Seller, reimburse the expenses incurred by the Seller in securing and protecting the Ash till the Buyer intimates the Seller about the cessation of such Force Majeure Event(s).
- 15.4 If the Force Majeure Event(s) continues beyond 90 days, the parties shall make efforts to find an amicable solution for future course of action agreeable to both parties in a fair and equitable manner.
- 15.5 Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. The Parties understand that the settlement of strikes, lockouts, and any other industrial disputes shall be treated to be within the sole discretion of the Party asserting Force Majeure. Upon the Cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately give notice thereof to the other party.
- 15.6 In the event that a Force Majeure event has caused only a partial reduction in the total quantity of Ash, in case desired by the Buyer, the Seller shall deliver the actual quantity of Ash (after factoring such partial reduction) on basis of terms mutually agreed between the Parties. Further, the Seller shall not be obligated to supply the remaining quantity of Ash in substitution for the Ash, from another source to satisfy its obligations under this Agreement.
- 15.7 Notwithstanding anything contained above where the Buyer has declared Force Majeure it shall be obliged to accept delivery of and pay for Material for which vessel space has been nominated prior to the Seller being notified by the Buyer of any Force Majeure.

16) ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:

- a. A sole arbitrator shall be appointed in case the value of claim under dispute is less than Rs. 50,00,000 (Rupees Fifty Lakhs Only) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.
- b. The language of the mediation and arbitration proceedings shall be English. The seat of arbitration shall be Anpara, Uttar Pradesh, India.
- c. The award made in pursuance thereof shall be final and binding on the parties.

17) APPLICABLE LAW AND JURISDICTION

- 17.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of India.
- 17.2 The parties submit to the exclusive jurisdiction of the courts of Uttar Pradesh, India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

18) CONFIDENTIALITY

- 18.1 Each party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information ("Confidential Information") of any party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not restrict a party from disclosing Confidential Information to the extent required in connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations. Each Party shall use its best effort to assure that the provisions of this Agreement and its information disclosed to it concerning the other Party and its assets and business which is not otherwise publicly available, shall be kept confidential, unless otherwise required by law, not to be disclosed without the consent of other Party to anyone else.
- 18.2 The parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who has agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall remain vicariously liable for such disclosure.
- 18.3 Each Party agrees that it will not use the name or logo of the other party, without the prior written consent of the other party(ies) hereto.

19) PAYMENT TERMS

Delivery shall be made against advance payment in the form of RTGS/ Bank Transfer in favour of "Lanco Anpara Power Limited, Anpara". The amount of advance shall be equivalent to value (Including all applicable Taxes) of one week of off- take quantity. All bank charges shall be borne by the buyer. The buyer shall abide by all the statutory requirements such as PAN registration, TIN No registration, GST Registration & procedures, etc. Further, Bidder shall be required to comply with the requirements as laid down by the Reserve Bank of India/Government of India from time to time. Seller shall provide invoice to each bulker for actual quantity lifted from LANPL power plant. Invoice shall be having rate, quantity & other financial detail.

20) BUYER'S OBLIGATION

The Buyer shall conduct all activities mentioned in the Scope of Work as defined in Volume III of this Tender document with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of services, and in accordance with best industry practices. The Buyer shall be responsible for timely provision of all resources, information and decision making under its control that are necessary for execution of the Contract. The Buyer shall indemnify and hold LANPL and its employees harmless from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws

by the Buyer or his Personnel and from any illegal use of any resources by the Buyer. In particular, the Buyer shall provide and employ only such Personnel who are skilled and experienced in their respective areas and supervisory staff who are competent to adequately supervise the work at hand. The Buyer assumes primary responsibility for all the jobs for the execution of the Contract in accordance with the relevant provisions of this Bidding Document.

21) ENFORCEMENT OF TERMS

The failure of either Party to enforce at any time, any of the provisions of the Contract or any right in respect thereto or to exercise any option here in provided, shall in no way, be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract.

22) MISCELLANEOUS PROVISIONS

- 22.1 Entire Contract: Purchase/Sale Order or Work order issued by the Seller and in-turn accepted by the successful bidder and the Bid Documents comprising of Part-I, II & III along with all annexures and addendums if any issued shall constitute the Contract between Seller and Buyer with respect to its subject matter and overrides and supersedes all previous agreements, representations, written documents, correspondence and understanding of the parties, whether in writing or otherwise.
- 22.2 Severability: If any clause or provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting or invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.
- 22.3 Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original Agreement and all of which, when taken together, will constitute one and the same instrument
- 22.4 Relationship: This Agreement shall not be construed to have any purpose or intent other than for purchase and sale of the Ash between the Parties on a nonexclusive basis and nothing contained in this Agreement shall be deemed to create any association, partnership, joint-venture or relationship of principal and agent or master and servant between the parties or any affiliates or subsidiaries thereof.
- 22.5 Notices: Any notice required to be given hereunder shall be given by sending the same by email/ facsimile/ prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for this purpose in writing. If sending by facsimile, notice shall be deemed to have been given upon successful transmission, if by hand upon at the time of dispatch and if sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post.

- 22.6 Non-Waiver/Exercise of Right: A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.
- 22.7 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 22.8 Assignment: Neither this Agreement nor any right, duty or obligation of any party hereunder may be assigned or delegated by any party (in whole or in part) without the prior written consent of the other party (ies) hereto.
- 22.9 Amendments: This Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the parties hereto.
- 22.10 Validation: This Agreement shall come into effect when authorized representatives of both Seller and Buyer execute and affix their signature hereto in their due capacity, within 3 working days after confirmation of business by Seller and constitutes the entire agreement between the Parties relating to its subject matter. Any alteration, amendment or addition to any of the terms of this Agreement shall become binding only when such alteration, amendment or addition is evidenced in writing and is executed by the authorized representatives of the both parties in their due capacity.
- 22.11 Costs: Each Party shall bear its own legal, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement.
- 22.12 Language of the Agreement: English shall be the language of the Agreement and all documentation prepared in relation to it. All of the party's management staff engaged in work arising out of or in connection with this Agreement shall be fluent in English.
- 22.13 Remedies cumulative: Except as expressly provided in this Agreement, all remedies available to the Parties for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 22.14 Legal Compliance: The bidder shall ensure that his execution of the contract as well as the facility provided by him comply with all provisions of the relevant legislations, regulations and by-laws of the central / state / local authorities having jurisdiction at site and shall, unless mentioned otherwise in Technical Scope of Work, arrange for all necessary statutory approvals at his own cost.
- 22.15 The bidder shall give all notices required under the said acts, regulations and / or by- laws and shall indemnify LANPL towards any omission or commission in this regard. The bidder shall be responsible for observing all statutory laws in respect of contract labour engaged by him.
- 22.16 Safety, Human Rights and Environmental Compliance: The Buyer has to comply with safety, human rights and environmental requirements during the performance of the contract.
- 22.17 THIS DOCUMENT "STANDARD TERMS & CONDITIONS" SHALL BE AN INTEGRAL PART OF ANY OF THE PURCHASE ORDERS, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER ENTERED BETWEEN THE PARTIES AND SHALL SUPERCEDE ANY CONTRARY TERMS IN SUCH PURCHASE ORDER, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER. ORDER ACKNOWLEDGEMENT BY THE BUYER SHALL COVER ACKNOWLEDGING THIS DOCUMENT AND THE GENERAL TERMS AND CONDITIONS MENTIONED HEREIN AS WELL.

PART III - FORMS TO BE SUBMITTED BY BIDDER

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

SCHEDULE FOR QUALIFYING REQUIREMENT

DATE

To,
Head Procurement & Contracts
Lanco Anpara Power Limited
C/o Megha Engineering & Infrastructure Limited
Tower #2, 5th Floor, Technocrats Industrial Estate (T.I.E)
Balanagar, Hyderabad – 500037
Email: pavan.basam@meilanparapower.com

In order to meet the Qualification requirement as mentioned in Clause 10 of Volume I of Bidding Document, we hereby furnish the following details:

We seek qualification under the category _____(Individual / Partnership firm / Company/MSME).

This is to certify that, M/s _____(Name of Bidder) have transported and /or handled fly ash (Please stroke out whichever is not applicable) as per details given below:

S. No	Period of Supply (From-To)	Quantity (MTPA)

We confirm that we attached a) Self-certified copies of POs/Work Orders executed substantiating handling in a year confirming experience in lifting of fly ash from any entity b) Self Certified summary of PO’s/Work Orders executed substantiating handling in a year.

We, _____(Name of Bidder/ Name of Lead Member) confirm that our average Annual Turnover on stand-alone basis during the preceding three financial years as on the last date of Bid submission is more than INR 15.00 Lakhs (Indian Rupees Fifteen Lakhs only) or in equivalent foreign currency. In support of the above, we are enclosing Annual Reports, Balance Sheets and Profit & Loss Account duly certified by a Chartered Accountant.

Average Annual Turnover for preceding four years:

Sl. No	Financial Year	Average Annual Turnover in INR Crores
1	2020-21	
2	2021-22	
3	2022-23	

4	2023-24	
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Date:
Signature:
Place:
Name:
Designation:
Seal of Firm

Note:

1. In case the Bid is submitted by a Joint Venture, information as above shall be furnished by the Lead Member.
2. Documentary evidence like Annual Reports, Audited Financial Statements for preceding three financial years from the last date of Bid submission to be enclosed.
3. This certificate should either be countersigned by Auditors or may be issued by Auditors on their Letter head.

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

PRICE BID FORMAT for lifting through Road mode

We have thoroughly examined and understood the instructions, scope of work and the terms and conditions etc. covered in the Bidding Documents issued by LANPL, being fully aware of nature and scope of work required.

We hereby confirm our acceptance and compliance to all the provisions of the Bidding Documents. We declare that the work will be executed strictly in accordance with the requirement and Bidding Documents provisions.

Dry Fly Ash:

S.No.	Quantity Required (per day in MT) (yearly cumulative)	Quoted Basic Price (Rs/MT)	Penalty (Rs/MT)
1.			50.00

We further confirm the following:

- i. We have quoted the quantity and prices as per provisions of the Bid Documents.
- ii. We further declare that we have not taken any deviation to provisions of Bidding Documents.

Submission of Bid:

The bid shall be submitted in three parts. The Bidder shall seal the original and each copy of each part of the bid separately in inner and outer envelopes duly marking the envelopes "Original", "First Copy", and "Second Copy". Bidder shall also submit the soft copy of bid in sealed envelope marking the envelope "Soft copy of Price BID" and password key shall be shared by the LANPL Commercial person after receiving the mail confirmation.

We further confirm the following:

While quoting, we have taken into account all the acts, laws, rules, regulations & notifications of Government of India, currently in vogue, relating to applicability and rates of all duties as applicable.

We agree to abide by this Bid for a period of 90 days from the last date of Bid submission as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by LANPL at any time before the expiration of that period.

This Bidding Document, together with LANPL's written acceptance thereof in the form of LANPL's Letter of Award shall constitute a binding Contract between us.

We understand that LANPL is not bound to accept the bid with highest price or any other Bid. If our Bid is accepted, we undertake to provide Contract Performance Guarantee in the formats and amounts and within the times as specified in the Bidding Documents.

We, hereby, declare that only the persons or firm interested in this proposal as principals are named here and that no other persons or firms other than mentioned herein have any interest in this

proposal or in the Contract to be entered into. We further declare that this proposal is made without any connection with any other person, firm or party and is in all respect for and in good faith, without collusion or fraud.

Signature: _____ Name: _____ - Designation: _____ Seal:

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

LETTER OF UNDERTAKING

Date:

To,

Head Procurement & Contracts
Lanco Anpara Power Limited
C/o Megha Engineering & Infrastructure Limited
Tower #2, 5th Floor, Technocrats Industrial Estate (T.I.E)
Balanagar, Hyderabad – 500037
Email: pavan.basam@meilanparapower.com

Subject: Undertaking for Usage of Fly Ash in Cement / construction / or other ash-based Product/ industry.

Dear Sir,

This is to certify that we M/S ----- the bidder for the LANPL, Anpara Thermal Power Station Fly Ash against Bid Specification No LANPL/TN/FA-S/2024-25/ that the Fly Ash, if allocated to us, shall be used in Cement manufacturing / construction / or other ash-based product / industry or for end uses of Fly Ash as approved by Ministry of Environment, Forest & Climate Change, Government of India.

Thanking you,

(Signature of authorized person)

(Name & Designation)

(Seal/ Stamp of Company)

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

COVERING LETTER

Ref No.and Date:

Bidder's Name and Address:

To,

Head Procurement & Contracts
Lanco Anpara Power Limited
C/o Megha Engineering & Infrastructure Limited
Tower #2, 5th Floor, Technocrats Industrial Estate (T.I.E)
Balanagar, Hyderabad – 500037
Email: pavan.basam@meilanparapower.com

Sub: Bidding Document No. LANPL/TN/FA-S/2024-25/ for sale of Fly Ash from 2 x600 MW units of Lanco Anpara Power Limited, Anpara.

Dear Sirs,

We hereby submit Bids for Sale of Fly Ash from 2 x600 MW units of Lanco Anpara Power Limited, Anpara as outlined in the Bidding Documents.

We have thoroughly examined and understood the instructions, Scope of Work and the terms and conditions covered in the Bidding Documents issued by Lanco Anpara Power Limited, being fully aware of nature and scope of work required.

We hereby confirm our acceptance and compliance to the entire provisions of Technical Specifications, Scope of Work and Terms and Conditions covered in the Bidding Documents. We declare that work will be executed strictly in accordance with requirement and Bidding Document provisions.

1. We hereby confirm that we have submitted the following as per the provisions of the Bidding Document:
 - i. Signed copy of Bid Document as token of acceptance of the terms.
 - ii. Power of Attorney/Board Resolution in favour of Authorized Signatory for signing the Bid.
 - iii. Earnest Money Deposit (EMD) Details.
 - iv. Certificates / documents mentioned in Qualification requirements.
 - v. Price Bid Submission form in Envelope Part-III.
 - vi. In the event of Joint Venture/ Consortium, legally binding MOU/ Agreement amongst all the Partners.
 - vii. Certificate of Average Annual Turnover of Bidder in preceding 4 Financial Years.
2. We further confirm the following:
 - i. We undertake, if our Bid is accepted, to provide Security Deposit for Contract Performance Security, amounts and within the time specified in the Bidding Documents.
 - ii. Issuance of Letter of Intent (if required), along with signing of Agreement with the Successful Bidder subsequently only will constitute the formation of the Contract.

3. We hereby submit our Bid and undertake to keep our Bid valid for a period of 90 days from the last date of submission of Bid. We hereby further undertake that during the said period we shall not Vary/alter or revoke our Bid.
4. We hereby declare that only the persons or firms interested in this proposal as principals are named here and that no other person or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into. We further declare that this proposal is made without any connection with any other person, firm or party and is in all respect for and in good faith, without collusion or fraud.

Signature _____ Name _____ Designation _____ Seal