

Tender for Coal Transportation on Rate Contract Basis

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

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

LAPL is looking for strategic and long-term association with experienced and financially sound Coal Transporters ("Bidder(s)) for Handling and Transportation of coal offered under road mode by SECL for its Power Station.

INVITATION TO TENDER AND INSTRUCTIONS TO BIDDER(S)

1. The Bid should be unconditional acceptance to the terms and conditions as stated in the Tender Document.
2. The Bidder shall need to have the required coal Transportation experience/credentials in SECL area.
3. All Communication/correspondence and Bids in relation to the Tender should be addressed to:

Lanco Amarkantak Power Limited,
Plot No. 334, 4th Floor,
Udyog Vihar, Phase-4
Gurgaon – 122015
Haryana.

Corporate Office: Plot # 334, 4th Floor, Udyog Vihar, Phase-IV, Gurgaon-122 015 , New Delhi Region, India
T:+91 124 6926200; E: lapl@lancogroup.com

Registered Office: Lanco House, Plot No.4, Software Units Layout, HITEC City, Madhapur, Hyderabad-500 081, T.G., India
T: 040- 40090400, F: 040-23116127

Project Office: Village – Pathadi, P.O.-Tilkeja, District-Korba, Chhattisgarh-495 674
T:+91 7759 279 938 F:+91 7759 279 970

Corporate Identity Number : U40109TG2001PLC036265

1. SCOPE OF WORK:

- (a) Loading and transportation of coal from SECL/ Other mines to LAPL plant at Village Pathadi, Dist. Korba (CG). Scope also include unloading of coal at the designated place within the plant premises.
- (b) The rate shall be inclusive of all costs associated with such transportation and LAPL shall not bear any cost related to such transportation other than statutory charges.
- (c) Transporter will be responsible to coordinate/liasion at all aspects with SECL Bilaspur/ SECL mines, other mines for timely receipt of DOs and all related agencies as required, place required number of trucks at mines as per LAPL's requirement for supply of coal to LAPL's plant and ensure DO doesn't lapse.
- (d) Transporter will be responsible for submitting road delivery order (DO(s)) at respective mines area with all related documents e.g. mining permit, sale intimation letter, authorization copy etc. immediately upon receipt of DO's and do liasioning wherever required.
- (e) Transporter will be responsible for immediate dispatch of coal upon DO receipt by arranging faster compliance of the formalities related to royalty payment from HO to area office, DDM permit approval, DO allowance from area office and it's uploading at the mine's weighbridges including liasioning wherever required.
- (f) Transporter will be responsible for coordination at mines including liasioning for ensuring right quantity, good quality, passing with required vehicle quota, proper loading, dispatches and other services required to maintain smooth dispatches of coal from mines to LAPL's plant.
- (g) LAPL shall handover the D.O. to the Transporter within two (2) days of its issue by SECL. For any D.O. handed over by LAPL to the Transporter, the Transporter shall have to complete all the requisite formalities with SECL/Authorities and commence the transportation of coal within seven (07) days from the date of D.O. In the event, the Transporter is not able to commence the transportation by the 8th day from the date of D.O., then the transporter has to return back the D.O. immediately to LAPL and LAPL reserves the right to handover such D.O to the other transporters, who shall have to complete all formalities and complete the entire quantity of D.O. within the requisite timeline of forty-five (45) days from the date of D.O. Also immediate next two DOs shall not be given to the 1st transporter who returned the DO given to him by LAPL.
- (h) Transporter shall be responsible and bear all charges, Govt. levies, Insurance charges etc. as incurred during lifting and transportation of our Coal from Colliery to our works.
- (i) Transporter shall supervise the loading and ensure proper quantity and quality coal loading in tipper trucks (with hydraulics, manual unloading at LAPL plant not allowed). Loaded coal on trucks shall be free from shale/ stone, boulders and other foreign items.

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Last Date: 08/05/2023

- (j) Transporter shall monitor and report expected time of arrival of trucks/ tippers at plant. They shall also submit daily/ weekly/ monthly MIS as per LAPL prescribed format.
- (k) Every coal dispatched truck shall be covered with tarpaulin and duly sealed, without which the coal loaded trucks will not be allowed to enter plant. Non-adherence shall attract suitable penalty up to coal value carried by the truck as per LAPL discretion.
- (l) The documents issued by mining officials like transit pass, mines weighment slip, gate pass etc. for physical transportation of coal shall be handled with care. Loss of any mining document during transit must be reported to concerned authorities and required to submit FIR copy, station diary etc. Any non-compliance will attract a penalty of Rs. 1,00,000 per incident and shall recover all other incurred charges from transporter per incident/case.
- (m) In addition to services indicated above, any other services, required to ensure the desired quantity and quality reaches to LAPL plant will be in scope of transporter.
- (n) LAPL is in the process of installing GPS tracking system equipment and associated software in its power station. LAPL shall communicate to all successful Bidder(s) requesting them to fit/install such GPS tracking system within 30 days in all their trucks transporting coal from mines to the power station as per the make and software of LAPL, failing which a penalty of Rs. 100 per Ton shall be levied by LAPL on such successful Bidder(s). LAPL based on the request of successful Bidder(s), shall have the discretion to allow extended timeline to such successful Bidder(s), to comply with the requirement of GPS tracking system in all the trucks received in the power station.

2. QUANTITY

- (a) Tentative total quantity in the year from various mines is expected to be 5,00,000 tonnes per unit. However, the quantities from different mines can be varied based on actual DO from SECL.
- (b) Trucks coming from mines to plant shall report directly to LAPL plant. No trans-shipment allowed without written approval from authorised level of LAPL.
- (c) Specific completion timeline for each DO shall be discussed and agreed mutually before handing over of the DO. However, in any case the completion timeline for any DO shall not be more than 45 days from the date of receipt of the DO. Distribution of DO/quantity shall be on proportionate basis to all successful transporters based on the Unit wise DOs issued by SECL on monthly/quarterly basis and shall be on mutual discussion basis with the discretion of LAPL.

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3. TABLE 1: MINE-WISE GRADES OF COAL, TRANSPORTATION CHARGES & GCV(ARB)

Sl. No.	Mines	Size mm	Grade	Quoted Rate in Rs/MT	Minimum Guaranteed GCV (ARB) kCal/kg* on D.O. wise basis
A.	Regular Mines:				
1	Kusmunda	-250 /-100	G11		3500
2	Dipka	-250 /-100	G11		3500
3	Gevra	-250 /-100	G11		3500
4	Manikpur	-250 /-100	G13		3100
B.	As & When possibilities - Mines				
1	Chhal	-250 /-100	G15		2700
2	Mahan	-250 /-100	G7		4300
3	Baroud	-250 /-100	G15		2700
4	Gare Palma	-250 /-100	G15		2700
5	Chirmiri	-250 /-100	G7		4300
6	Amadand	-250 /-100	G6		4500
7	Dhanpuri	-250 /-100	G6		4500
8	Jampali	-250 /-100	G15 or G11		2700 or 3500

*Minimum Guaranteed GCV (ARB) on D.O. wise basis shall be as calculated or determined in the GCV sampling and analysis report of Third Party Agency appointed by LAPL.

During the monsoon/rainy season (specified as from 1st July – 30th September), Minimum Guaranteed GCV (ARB) on D.O. wise basis shall be considered as 400 kCal/kg less than the mentioned GCVs in the above table. In case of continuation of rainy/monsoon season in October month, LAPL reserves the right to extend the same upon request of successful Bidder(s), in such an event, GCV (ARB) on D.O. wise basis during October shall be same as applicable during July to September period.

Please note that in all instances wherein the grade offered by SECL is higher or lower than the mine wise grades specified in the above Table 1, then the Minimum Guaranteed GCV (ARB) on D.O. wise basis shall be 200 kCal/kg above or below the GCV (ARB) specified in the above Table 1 respectively as the case may be. For e.g. if D.O. issued from Dipka mine specifies grade of coal offered as G10 (CIL declared GCV range 4300 – 4600) or G12 (CIL declared GCV range 3700 – 4000) in place of the

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G11 grade specified in the above Table 1, then the Minimum Guaranteed GCV (ARB) of coal supplied to LAPL shall become 3700 kCal/kg or 3300 kCal/kg respectively, as the case may be, in place of the GCV (ARB) of 3500 kCal/kg on D.O. wise basis specified for Dipka mine in the above Table 1.

Above mentioned rate is inclusive of Transportation Charges, Incidental expenses, if any, Commercial and other taxes, Govt. Levies etc. & exclusive GST. GST shall be deposited by LANCO directly.

(c) Proportionate rate variation on account of increase or decrease in diesel price beyond 4% would be allowed. This price variation would be applicable on 33% of the rate quoted by the bidder as per Clause 3(a). 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 4% and similarly proportionate reduction in rate (applicable on 33% of quoted rate) in case of diesel price decrease beyond 4%. There shall not be any change in rate as long as increase or decrease in diesel prices is less than 4%.

The offer/bid should be valid till 30th July 2023. Bids with shorter validity period shall not be accepted. However, LAPL at its discretion may request the Bidder(s) to extend the validity of their Bids along with requisite submitted EMDs, if necessary, for finalization of Bids under this Tender. The rate/price quoted by the successful Bidder(s) shall remain firm till the tenure of the contract.

4. VALIDITY:

Above rates will be valid upto one year from the date of issuance of Work Order. Validity of the contract may be extended for additional period of one year depending upon the performance of the transporter(s) and on the sole discretion of LAPL. Bidder(s) shall not have any right to claim extension of the existing work order(s). In case of any refusal by the Transporter(s) to accept the allocated quantity in verbal or in written communication by the representative of LAPL, it shall be treated as breach of contract and LAPL shall have right to forfeit Security Deposits as well as terminate this contract. In such a case, no future business shall continue.

5. PRICE ADJUSTMENT:

(a) Total Moisture (Non-Rainy Season):

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- Total Moisture in Coal should not be more than 12% on **DO wise basis**. In case Total Moisture is found to be more than 12%, then recovery shall be done from transporter's bills as per the below terms-

- i. If total moisture is upto 14%, then an amount equivalent to proportionate coal quantity shall be recovered as per the below formula:-

Quantity Received $(1 - ((100 - TM \text{ received})\% \div (100 - 12\%))) \times \text{Landed Cost of Coal per MT}$

- ii. If the total moisture is more than 14 %, then an amount equivalent to 3 times of Coal quantity shall be recovered as per the above formula.

Total Moisture (Rainy Season- 1st July to 30th September)

- Total Moisture in Coal should not be more than 15% on **DO wise basis**. In case Total Moisture is found to be more than 15%, then recovery shall be done from your bills as per the below terms-

- i. If total moisture is upto 17%, then an amount equivalent to proportionate coal quantity shall be recovered as per the below formula:-

Quantity Received $(1 - ((100 - TM \text{ received})\% \div (100 - 15\%))) \times \text{Landed Cost of Coal per MT}$

- ii. If the total moisture is more than 17 %, then an amount equivalent to 3 times of Coal quantity shall be recovered as per the above formula.

In case of continuation of rainy/monsoon season in October month, LAPL reserves the right to extend the same upon request of successful Bidder(s), in such an event, Total Moisture on D.O. wise basis during October shall be same as applicable during July to September period.

(b) Quantity:

- i. You shall ensure proper supervision for Truck loading so that full billed quantity of SECL is delivered at our site.
- ii. In case of any shortage of any quantity, penalty shall be levied which shall be calculated at Total Bid Price/Ex-mine price of coal (i.e. including taxes & duties).

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- iii. In case of any lapse of quantity in any DO, Rs. 200 per tonne for the lapsed quantity shall be recovered from the transporter's bill, in addition to the recovery of any forfeiture of EMD amount by SECL against the lapsed quantity.
- iv. In case of excess quantity, no incentive shall be given.

(c) Quality:

- i. You shall ensure for loading of better quality of Coal. The Calorific Value of received coal in any DO on **DO wise basis** should be as per clause no. 3
- ii. If coal supplied by the Transporter(s) at LAPL unloading point has actual GCV (ARB) lower than the Minimum Guaranteed GCV (ARB) **on DO wise basis**, then penalty shall be imposed on the Transporter(s) as per following calculation:
Diff. in GCV (ARB) (i.e. Minimum Guaranteed GCV (ARB) minus Actual GCV received (ARB)) x Landed Cost of Coal / Minimum Guaranteed GCV (ARB) applicable for the mine wise grade of D.O
Total Amount to be recovered = Price per MT arrived from above formula x Quantity Received in the D.O. in MT
- iii. Penalty shall be levied on pro-rata basis based on per MT Landed Cost arrived to plant (i.e. Cost of Coal as per Bid Price incl. all Taxes & Duty plus Service Charges of Service Provider, if any, plus Transportation Charges).
- iv. No bonus/incentive shall be paid above the minimum GCV mentioned in clause no. 3
- v. Sampling and analysis of the trucks containing coal received at LAPL unloading point shall be done by a Third Party Sampling (TPS) agency appointed by LAPL (preferably CIMFR or QCI or any other reputed agency as per applicable guidelines of the Central Government). Further, TPS shall conduct the sampling and lab analysis of GCV of trucks containing coal on a random basis as per their standard procedure and accordingly report its results to LAPL. In case, the lab analysis results reported by TPS show GCV (ARB) lower than the minimum acceptable GCV (ARB) of 2000 kCal/kg on daily basis in any D.O., then in such an event, all those trucks containing coal whose samples were taken for the purpose of lab analysis shall be rejected and the cumulative quantity from such sampled trucks under the corresponding D.O. shall be considered as rejected quantity and LAPL reserves the right to forfeit such coal. Accordingly, full coal value corresponding to the rejected/forfeited coal quantity under the D.O. shall be recovered from the transporter and no payment of transportation charges shall be made to the transporter.

For the purpose of above illustration, say on any day, LAPL at the unloading point receives 100 trucks containing coal under the D.O., then as per the current standard procedure of the TPS, every 8th truck containing coal shall be sampled for lab analysis of GCV (ARB). Accordingly, there would be 13 trucks out of 100 trucks containing coal which would be

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sampled for lab analysis of GCV (ARB) resulting in the reporting of day wise GCV (ARB) of the coal received from trucks under the D.O. In the event, this day wise GCV (ARB) reported by TPS is lower than 2,000 kCal/kg, then all the 13 sampled trucks shall be considered as rejected trucks and the cumulative quantity corresponding to these 13 sampled trucks shall be rejected/forfeited coal quantity under the D.O. Further, the actual GCV (ARB) reported for the day, assuming say 1,800 kCal/kg, under the D.O. shall be applied to all the balance 87 trucks containing coal (unsampled) to arrive at the weighted average GCV (ARB) on D.O. wise basis. Such rejected/forfeited quantity under the D.O. shall not be considered as shortage quantity.

- vi. If any mal-practice is found like coal theft, change of material or unloading at other site, then an additional penalty of INR 1,50,000 per truck shall be levied on the transporter i.e. in such cases, it is clarified that first the material will be rejected & coal value will be recovered and also an additional penalty of INR 1,50,000 shall be levied on each truck.
- vii. In addition to above, any truck consisting of big stone/ boulder shall be penalized with Rs. 4000 per truck.

6. WEIGHMENT:

The weighment shall be carried out at Lanco Weighbridge. Quantity mentioned in Pit-pass or at Lanco weighbridge, whichever is lower shall be considered as receipt weight for billing purpose. However, in any case, no payment shall be made for excess quantity as compared to SECL's D.O. quantity.

7. SAMPLING:

Samples shall be drawn in presence of your representative, if available, in accordance with the procedure laid down in IS:436 (Part I/Sec 1)- 1964 and any amendment thereof from time to time, Indian Standard for METHOD FOR SAMPLING OF COAL AND COKE. Similarly, analysis will be as per IS:1350 (Part-I) – 1984 proximate analysis. In the event, TPS lab analysis report does not specify GCV (ARB), then LAPL shall compute GCV (ARB). The equilibrated GCV will have to be corrected for moisture loss to arrive at GCV (ARB) at unloading point as per the formula given below:

$$\text{GCV (ARB)} = \text{GCV (Equilibrated basis)} \times (100 - \text{TM}) / (100 - \text{Meq.})$$

Where: GCV (ARB) = Gross Calorific value of coal after moisture correction,

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GCV (Equilibrated basis) = Gross Calorific Value at Equilibrated Condition (60% RH and 40° C),
TM=Total moisture,
Meq. =Equilibrated Moisture at 60% RH and 40° C

Such analysis of results by the Third Party Agency for Total moisture, Moisture on equilibrated basis, shall be considered for computation of GCV (ARB), if required. It is clarified that the GCV (ARB) as calculated/determined by Third Party Agency shall be considered as final and binding for all the computations of price adjustment/penalty and invoicing as per the terms of this tender. Further, LAPL shall not entertain any requests from Successful Bidder(s) for any re-sampling or re-analysis of the lab analysis reports of GCV (ARB) as submitted by Third Party Agency.

8. PAYMENT:

- (a) Complete payment shall be made within 10 days after the receipt of GCV analysis report from Third Party Agency for the complete D.O. quantity with adjusted transportation rate as per Clause No. 5.
- (b) You shall submit DO wise Bill.
- (c) TDS as applicable shall be deducted at source, if any.

You shall submit your bills to Fuel Management department at our site office Pathadi, Korba with copy to Head office at Lanco Amarkantak Power Limited, Plot No. 334, 4th Floor, Udyog Vihar Phase-4, Gurgaon, Haryana, PIN: 122 015 while forwarding.

9. EARNEST MONEY DEPOSIT (EMD) & SECURITY DEPOSIT-

EMD- You are required to submit an EMD of Rs.50,00,000 (INR Fifty Lakhs Only) in the form of Demand Draft favoring Lanco Amarkantak Power Limited, payable at par along with your offer. Price Bid Offer shall not be entertained without EMD. The EMD amount shall be refunded within 7 working days from the receipt of Security Deposit amount.

Security Deposit - The amount of Security Deposit/Contract Performance Bank Guarantee will be Rs. One Crore. The successful bidder within Seven (7) days from the date of Award/Contract/WO issuance shall submit a Bank Guarantee of a nationalized Bank in favour of "Lanco Amarkantak Power Ltd" OR shall deposit an advance sum of Rs. 1 Crore to LAPL bank account.

LAPL reserves its right to modify the terms/mechanism of the security deposit.

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10. ELIGIBILITY CRITERIA AND SUPPORTING DOCUMENTS:

Eligibility Criteria-

- Turnover of the Bidder shall be minimum Rs. 25 crore in any one year of the last 3 Financial Years i.e. FY 2020-21, FY 2021-22 and FY 2022-23
- Minimum quantity lifted/transported from SECL mines in any one year of the last 3 financial years shall be 4 lakh tonnes.
- “Affiliate” shall mean a Company that either directly or indirectly
 - i. controls; or
 - ii. is controlled by; or
 - iii. is under common control witha Bidding Company.

“control” means ownership by one Company of at least twenty six percent (26%) of the voting rights of the other Company.

- Affiliate(s) of a Company submitting the Bid are not allowed to submit another Bid under this Tender.
- Bidding Consortium” or “Joint Venture” refers to group of Companies who collectively submit the Bid. Bidder(s) submitting bids through their Companies are only allowed to participate in this tender. Bidding Consortium or Joint Venture are not eligible to participate in this Tender.

Supporting Documents-

- Brief synopsis on Company operations with address / telephone numbers etc. of the persons to be contacted for validation, if required.
- Bidder shall submit audited financial statements/latest GST return of last three (3) Financial Years i.e. FY 2020-21, FY 2021-22 and FY 2022-23. The Bidder should submit details of transportation contracts executed from SECL area along with the details of quantity, Grade, customer details on annual basis for the last 3 years.
(Enclose copy of contracts/agreement as documentary proof along with the tender).
- Details of any dispute with suppliers / customers, if any, for the last 3 years

Bidder(s) are requested to check the above mentioned eligibility criteria and submit the required information (if they consider themselves eligible) with all relevant details & supporting documents in a sealed envelope.

LAPL reserves its right to seek additional clarification/supporting documents from Bidder(s) to establish the authenticity, correctness and relevance of the submitted documents and/or add/amend these qualifying criteria at its sole discretion.

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11. OTHER TERMS & CONDITIONS

- (a) Every vehicle shall accompany the proof of purchasing like copy of DO/Invoice, original pit pass of colliery, Weighing slip of Colliery and TR
- (b) No halt / detention charges shall be paid by us.
- (c) A helper in each truck is mandatory along with the driver.
- (d) If at any time, it is observed that with intention the dispatches are not taken place within the prescribed time, LAPL shall have the authority to take necessary action in this regard and consequential losses / expenses will be debited and recovered from you.
- (e) Transporter shall comply with all the environmental norms and ensure Coal loaded on Vehicle should be properly covered by Tarpaulins. Non-adherence shall attract suitable penalty up to coal value carried by the truck as per LAPL discretion.
- (f) Transporter shall follow all terms and conditions of SECL for Sale of Coal under linkage road coal/E-auction scheme and you shall be responsible for compliance. In case of any noncompliance, you shall compensate us all the liabilities arisen on us fully.
- (g) Transporter shall lift the material within the time allowed by SECL. No extension shall be allowed. No revalidation of DO shall be allowed.
- (h) Unloading of Vehicle at our factory Coal yard is transporter's responsibility as per instruction of Coal Handling Plant in charge which shall be supervised and recorded by you separately round the clock.
- (i) LAPL shall be at its liberty to engage one or more Transporter or seek new quotations for the said job during the validity period of your Offer/Contract. The allocation shall be DO wise and the allocation of the DO wise quantity shall be done as per LAPL and LAPL decision in this regard shall be final and binding to Transporter.
- (j) Transporter shall be responsible for timely receipt of DO(s), mobilize required number of trucks at mines as per the requirement of LAPL for supply of coal and ensure DO quantity do not lapse.
- (k) Transporter shall be responsible to Coordinate / Liaison at all aspects with SECL Bilaspur / SECL Area Offices / SECL Mines / Third Party Sampling Agency / Khanij Department / Local Administration / Statutory Bodies etc., to ensure smooth movement of coal to LAPL premises. The Price Quoted by the Transporter is deemed to include all the expenses incidental to the transportation of coal to LAPL premises. No claim for lack of factoring any incidental / any other expenses & charges expenses shall be entertained after the Award of Contract.
- (l) The Transporter shall abide by all safety guideline of LAPL and any other statutory guidelines associated while working inside the plant premises.
- (m) The Transporter shall also abide by all Rules / Regulations / Guidelines issued by Regional Transport Office (RTO) / Pollution Control Board for Transportation of Coal. The Transporter shall also ensure compliance to RTO norms including, but not limited to, Third Party Insurance, Driver / Vehicle fitness

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etc. The Transporter shall also indemnify LAPL against any damages / claims due to any accident involving the vehicle fleet of the Transporter.

12. Important Information for ALL Bidder(s)

1. LAPL reserves its right to examine the supporting documents submitted by the Bidder(s), evaluate the technical qualifications of the Bidder(s) and finalize the Bidder(s), at its discretion, as per its requirements.
2. Bidder(s) to ensure that all the documents pertaining to the Bid are submitted in the following manner:
 - (i) Documents pertaining to technical qualification criteria are put in a separate sealed envelope marked "Technical Bid".
 - (ii) Bidder(s) to put requisite EMD in a separate sealed envelope marked "EMD".
 - (iii) Bidder(s) to submit their price bids in a separate sealed envelope marked "Price Bid".
 - (iv) Bidder(s) to submit all the above three sealed envelopes in a large sealed envelope marked "Bid for Coal Transportation"
3. Requests for withdrawal of Bids by Bidder(s) shall be considered only in the event it is received before the last date of Bid submission. After the last date of Bid submission, any requests for withdrawal of Bids shall not be entertained & the EMD of such Bidder(s) shall be forthrightly forfeited.
4. LAPL reserves its right to deposit the EMD amount of all the Bidder(s) in its Bank Account immediately after opening of the Technical Bids. Price Bids of only those Bidder(s) shall be opened, who have submitted the requisite valid EMD and qualify the eligibility criteria.
5. Post opening of the sealed price bids, LAPL reserves its right to further negotiate the prices with Bidder(s). After the negotiations, in the event, LAPL requests the Bidder(s) to submit revised sealed price bids, then in such an event, only downward revision in price shall be allowed in the revised sealed price bids. It is clarified that no upward revision in price shall be allowed in the revised sealed price bids. In such an event, LAPL reserves its right to decide on the selection of such Bidder(s) based on its earlier submitted sealed price bid and issue appropriate work order(s). In case of non-acceptance of work order by such Bidder(s), LAPL reserves its right to forfeit the EMD submitted by such Bidder(s).

GENERAL TERMS & CONDITIONS

1. STATUTORY COMPLIANCE

The Transporter/Service Provider shall be solely liable for Statutory Compliances in respect of all applicable laws which inter alia includes Central/State Labour laws and Regulations/Rules made

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thereunder including but not limited to Compliance of provisions of Contract Labour (Regulation and Abolition) Act, 1970.

2. TRANSPORTER/ SERVICE PROVIDER'S WARRANTIES & REPRESENTATIONS

The Transporter /Service Provider hereby, warrant and represent that:

- (a) The Services under this Work order shall be strictly in accordance with the agreed terms.
- (b) The Services to be provided under this Work order shall not infringe any third party intellectual property rights.

3. TRANSPORTER /SERVICE PROVIDER'S OBLIGATIONS/LIABILITIES

- (a) Neither the Work Order, nor any right or obligation hereunder may be assigned, in whole, or in part, by the Transporter/Service Provider without the prior permission of LAPL.
- (b) All the Confidential information or data supplied by LAPL to the Transporter /Service Provider in connection with the service being provided by the Transporter /Service Provider shall remain the property of LAPL or its licensors. If the Confidential Information is disclosed by the Transporter /Service Provider to an unauthorized third party, the Transporter /Service Provider agrees to indemnify LAPL from and against the same.
- (c) The sole responsibility of the performance of the sub-contractor rests with the Transporter /Service Provider and the Transporter /Service Provider shall be liable for any work done by its sub-contractor, agents, employees or officials. However, LAPL reserves the right to claim damages and enforce rights on the sub- contractor solely or jointly with the Transporter /Service Provider but such enforcement will not absolve the Transporter/Service Provider from any liability.
- (d) Indemnify the Transporter/Service Provider from and against all actions, suits and proceedings by the third party for the acts/omissions of the Transporter/Service Provider and all costs, charges, expenses, losses, damages, duties, taxes, penalties, levies, and all other liabilities which the LAPL may be liable to pay, incur or sustain as a result of performance or non-performance, observance or non-observance by the Transporter/Service Provider of any of the terms and conditions of this Work order.
- (e) If the Transporter/Service Provider fails to provide the Services within agreed time, the Transporter/Service Provider shall indemnify the LAPL for all losses/ damages suffered by the LAPL. The LAPL shall be at liberty to avail the Services from any other supplier at risk and cost of Service.
- (f) Compliance with all the applicable laws and regulations and advise the LAPL regarding, compliances, if any to be made by the LAPL.

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- (g) LAPL shall, without prejudice to its other rights be entitled to deduct/ adjust from any dues payable to the Transporter/Service Provider or any security, all amount(s) which the LAPL may be liable to pay, incur or sustain as a result of the performance or non-performance, observance or non-observance of any of the terms of this Work order by the Transporter /Service Provider.

4. ENTIRE AGREEMENT

- (a) This Work Order and General Terms and Conditions constitute the entire Agreement between the Parties with respect to the subject matter hereof. It sets forth all intended rights and obligations and supersedes any and all previous Agreements and understandings between them with respect to the subject matter hereof.
- (b) To be effective, any modification of the terms and conditions of this Work Order shall be in writing and signed by authorised representatives of both Parties.
- (c) Notwithstanding the date of execution of this Work order, the Supplier shall be liable for fulfilling its obligations under this Work order within the time stated in this Work order.

5. FORCE MAJEURE

- (a) If any time during the continuance of this Work order the performance in whole or in part by either Party or any obligation under this Agreement shall be prevented or delayed by reason of war, hostilities, act of the public enemy, civil commotion, sabotage, fire, lightening, flood, explosion, epidemics, quarantine restrictions or any other event beyond the reasonable control of the Party concerned (hereinafter referred to as “the eventuality”), then notice of such eventuality shall be given by the affected Party to the other within fifteen (15) days from the date of occurrence thereof.
- (b) If the performance in whole or part of any obligation under this Work order is delayed by reason of any such eventuality for a period exceeding fifteen (15) days, the parties shall meet and review in good faith the desirability and conditions of terminating this Work order.

6. TERMINATION

- (a) This Work order shall be terminated and the security deposit shall be forfeited/adjusted by the Company without any prior notice and without any compensation under the following Circumstances:
- (i) Transporter/Service Provider has become insolvent; or
- (ii) Transporter/Service Provider has been convicted of any crime which in Purchaser’s reasonable judgment is likely to adversely affect the goodwill of Purchaser; or

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- (iii) After the issuance of the work order, the Transporter/Service Provider withdraws citing its inability to execute the issued work order, or
- (iv) Any failure by the Transporter/Service Provider to comply with any of the provisions of the Work order; or
- (v) Failure of Transporter /Service Provider to supply coal quality.
- (vi) Failure of Transporter/Service Provider to provide services/deliverables as per agreed time schedule; or
- (vii) Transporter/Service Provider assigns the Work order to any third party without the consent in writing of Purchaser; or
- (viii) If any of the representations of the statements etc. made by the Transporter/Service Provider in connection with this Work order are incorrect or are found to be incorrect.
- (b) The termination by the LAPL for reasons stated above shall be without prejudice to other remedies that are available to LAPL under this Work order and/or Law.
- (c) The parties may terminate this Work Order at any time during the Term of the Work Order, by way of written notice, from the terminating party to the other party at least 90 days in advance of such termination.

7. WAIVER OF RIGHTS

No forbearance, delay or influence by Purchaser in enforcing any of the provisions of this Work order shall prejudice or restrict the rights of Purchaser nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for Purchaser is exclusive of any other right, power or remedy available to Purchaser and each right, power or remedy shall be cumulative. Any time concession or indulgence granted or shown by Purchaser to the Transporter/Service Provider as regards any of the terms of the Work order will not prejudice Purchaser's rights under this Work order.

8. SEVERABILITY

If any of the terms and conditions of this Work order shall become unenforceable for any cause or reason whatsoever, the ensuing lack of enforceability shall not affect the other provisions hereof, and in such event the parties hereto shall endeavour to substitute forthwith such other enforceable provision as will most closely correspond to the legal and economic contents of the said terms and conditions.

9. NOTICE

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All notices under this Work order shall be in writing and in English Language. All notices be served, either by hand delivery or by send by the same by registered post addressed to either party at the last known place of business or by email or by facsimile and in providing the services of such notice, it shall be sufficient to show that the same has been received in person or property addressed by registered post.

10. ARBITRATION & JURISDICTION

- (a) In the event of any dispute arising out of the performance or the interpretation of this Purchase Order, the Parties hereby agree to make every effort to reach an amicable settlement.
- (b) Any dispute, controversy or claim arising out of or relating to this Purchase Order, or the breach, termination or invalidity thereof shall be referred to NCLT, Hyderabad Bench or appropriate legal authority (in case it cannot be referred to NCLT, Hyderabad), at the discretion of LAPL.
- (c) This Purchase Order shall be construed in accordance with and governed by the laws of India.

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