

Tender No: LAPL/COAL/TRANS/2020-21/01 Dt. 21.03.2020 Last Date:30.06.2020

Coal Transportation Tender on Rate Contract Basis

Lanco Amarkantak Power Ltd., (“LAPL”) is looking for strategic and long-term association with experienced and financially sound Coal Transporters for Handling and transportation of coal offered under road mode by SECL for its Power Station.

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERS

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

Head (Fuel)

Lanco Amarkantak Power Limited

Lanco House,

First Floor,

Plot No. 397,

Phase-3, Udyog Vihar

Gurgaon – 122016

Fax: +91 124 4741024

Email: coaltender.lapl@lancogroup.com

Corporate Office :
Plot No : 397, Udyog Vihar,
Phase - 3, Gurgaon - 122016
Phone : 0124-4741000 / 01 / 02 / 03
Fax : 0124 - 4741024

Project Office:
Village : Pathadi, P.O : Tilkeja.
Dist - Korba, Chattisgarh – 495 674
Phone : 07759 -279938
Fax : 07759 - 279970

Registered Office:
'LANCO HOUSE', Plot No: 4, Software Units Layout
HITECH City, Madhapur, Hyderabad – 500 081
Phone : 040 - 40090400
Fax : 040 - 23116127

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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/liaison 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 does liaisoning 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 unloading at the mine's weighbridges including liaisoning wherever required.
- (f) Transporter will be responsible for coordination at mines including liaisoning 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) 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) The documents issued by mining officials like transit pass, mines weightment 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.
- (l) 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.

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(m) All trucks transporting coals from mines to the plant shall be fitted with GPS tracking systems.

2. QUANTITY

- Tentative total quantity in the year from various mines is expected to be 500,000 tonnes per unit. However, the quantities from different mines can be varied based on actual DO from SECL.
- No transit shortage is allowed.
- Trucks coming from mines to plant shall report directly to LAPL plant. No transshipment allowed without approval from authorised level of LAPL.
- Completion timeline for each DO shall be discussed and agreed mutually before handing over of the DO. Distribution of DO/quantity shall be at sole discretion of LAPL.

3. TRANSPORTATION CHARGES:

Sl. No.	Mines	Size mm	Grade	Rate Rs/MT	Min GCV Guaranteed (ARB) Kcal/kg
A. Regular Mines:					
1	Kusmunda	-250 /-100	G11		3600
2	Dipka	-250 /-100	G10/G11		3600
3	Gevra	-250 /-100	G11/G12		3300
4	Manikpur	-250 /-100	G14		3100
B. As & When possibilities - Mines					
1	Chhal	-250 /-100	G12/G15		2800
2	Mahan	-250 /-100	G7		4200
3	Baroud	-250 /-100	G12/G15		2800
4	Gare Palma	-250 /-100	G14		3100
5	Chirmiri	-250 /-100	G7		4200
6	Amadand	-250 /-100	G6		4400
7	Dhanpuri	-250 /-100	G6		4400
8	Jampali	-250 /-100	G12/G15		2800

Above mentioned rate is inclusive 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

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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%.

4. VALIDITY:

Above rates will be valid from 15th July 2020 till 31st March 2021. Validity of the contract may be extended for additional period as per the mutual agreement between the involved parties. In case of failure or non-lifting or any refusal to accept allocated quantity in verbal or in written communication shall be treated as breach of contract and LANCO 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):

- Total Moisture in Coal should not be more than 12%. 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 14%. In case Total Moisture is found to be more than 14%, then recovery shall be done from your bills as per the below terms-

i. If total moisture is upto 16%, then an amount equivalent to proportionate coal quantity shall be recovered as per the below formula:-

Quantity Received $(1 - ((100 - TM \text{ received})\% \div (100 - 14\%))) \times \text{Landed Cost of Coal per MT}$

ii. If the total moisture is more than 16 %, then an amount equivalent to 3 times of Coal quantity shall be recovered as per the above formula.

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(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 shortage, penalty shall be levied which shall be calculated at Total Bid Price of Coal (including taxes & duties).
- iii. In case of excess, no incentive shall be given.

(c) Quality:

- i. You shall ensure for loading of better quality of Coal. The Calorific Value of D.O. of received Coal on weighted average should be as per clause no. 3
- ii. If Coal supplied is having GCV less than the minimum guaranteed GCV, then penalty shall be imposed as per following calculation:
$$\frac{\text{Diff. in GCV received (i.e. Actual GCV received minus Min Guaranteed GCV)} \times \text{Landed Cost of Coal}}{\text{Min Guaranteed GCV}}$$

Total Amount to be recovered = Price per MT arrived from above formula × Quantity Received
- iii. Penalty shall be levied on pro-rata basis based on per MT Landed Cost arrived to us (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
Further, 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 i.e. in such cases, 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.

6. WEIGHMENT:

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

7. SAMPLING:

Samples shall be drawn in presence of your representative, if available, 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. Sampling at LANCO and analysis at LANCO lab shall be final and binding.

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8. PAYMENT:

- (a) Complete payment shall be made within 15 days after receipt of bill 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 copy to GM (F&A), Lanco House, Plot No. 397, Udyog Vihar Phase-3, **Gurgaon** while forwarding.

9. SECURITY DEPOSITS

You shall deposit a DD of a nationalized Bank in favour of “Lanco Amarkantak Power Ltd,” for an amount of INR 25,00,000 (Rupees Twenty-Five Lakhs Only) which shall be replaced after expiry and PDC of an amount of INR 75,00,000 (Rupees Seventy-Five Lakhs Only) towards Security Deposit. Security Deposits shall be returned after completion of delivery as per the DO.

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

10. 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, we 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.
- (f) Transporter shall follow all terms and conditions of SECL for Sale of Coal under As is where is basis/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.

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Notwithstanding to any other terms and conditions of the awarded contract, LAPL shall reserve the right to terminate the contract at any time. No correspondence or objection will be accepted in this regard.

GENERAL TERMS & CONDITIONS

1. STATUTORY COMPLIANCE

The Transporter/Service Provider shall be solely liable for Statutory Compliances in respect of all applicable laws which interalia includes Central/State Labour laws and Regulations/Rules made 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 Lanco.
- (b) All the Confidential information or data supplied by Lanco to the Transporter /Service Provider in connection with the service being provided by the Transporter /Service Provider shall remain the property of Lanco 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 Lanco 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, Lanco 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 Lanco 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

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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 Lanco for all losses/ damages suffered by the Lanco. The Lanco 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 Lanco regarding, compliances, if any to be made by the Lanco.
- (g) Lanco 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 Lanco 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.

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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
 - (iii) Any failure by the Transporter/Service Provider to comply with any of the provisions of the Work order; or
 - (iv) Failure of Transporter /Service Provider to supply coal quality.
 - (v) Failure of Transporter/Service Provider to provide services/deliverables as per agreed time schedule; or
 - (vi) Transporter/Service Provider assigns the Work order to any third party without the consent in writing of Purchaser; or
 - (vii) 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 Lanco for reasons stated above shall be without prejudice to other remedies that are available to Lanco under this Work order and/or Law.
- (c) The parties may terminate this Work Order a 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.

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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

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 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.
- (c) This Purchase Order shall be construed in accordance with and governed by the laws of India.

Thanking You
Yours Faithfully

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Documents for techno commercial evaluation must include: -

1. Company Profile.
2. Financial Statements of previous FY highlighting turnover
3. Fleet owned by the party
4. Information regarding clientele served in the previous FY
5. Details of tonnage transported by the party with respective proof documents /Work Order copies.
6. Work Completion Certificates.
7. Experience of transportation between mine and a thermal power plant, if any.
8. Proof of operating in SECL area with liasoning experience.
9. Audited financial statements of the company for the last 3 FYs