

LANCO AMARKANTAK POWER LIMITED



Tender No: LAPL/COAL/HANDLING/2023/01 Dt 05.02.2023, Last date: 13.02.2023

COAL HANDLING & UNLOADING

Lanco Amarkantak Power Ltd., (LAPL) is looking for strategic association with experienced contractors for Handling of Linkage coal offered by SECL and Unloading at plant site.

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERS

1. The Bid should be an unconditional acceptance to the terms as contained in the general Terms and Conditions and Special Terms and Conditions.
2. The Bidder shall have coal Handling and liaisoning experience in Chhattisgarh/SECL area. The bidder shall need to submit all the documents (Contract copies along with detailed scope of works executed, work completion, appreciation certificates etc.) supporting the quoted experience.
3. No over-writings or correction shall be accepted.
4. All, Communication, correspondence in relation to Tender Should be addressed to:

Head (Fuel)

Lanco Amarkantak Power Limited
Plot No. 334, 4th Floor, Udyog Vihar Phase 4,
Gurgaon – 122015
Haryana.
Email: coaltender.lapl@lancogroup.com

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Scope of Work:

The scope shall include handling, coordination and liaisoning in all aspects with SECL/CIL and Railways for materialization of coal supplies (under Fuel Supply Agreements (FSAs) with SECL) through rail mode to Lanco Amarkantak Power Limited (LAPL) 2x300 MW power station, Supervision while loading of coal at mines, sidings & Unloading of coal at Coal Handling Plant of LAPL's power station (situated at Village, Pathadi, Dist. Korba, Chhattisgarh) for both timely & full realization of quantity to ensure uninterrupted supply of both coal quantity and quality to meet smooth plant operation.

The quantity allocation from SECL (as per FSA) is expected to be around 1.3395 Million Metric Tonnes per Annum. The Quantity mentioned above is a tentative quantity. The monthly Scheduled quantity shall be 1/3rd of quarterly quantity. The Quarterly quantity shall be as per FSA ACQ, which is as given below:

| | |
|-----------------------|------------|
| 1st Quarter (Apr-Jun) | 25% of ACQ |
| 2nd Quarter (Jul-Sep) | 22% of ACQ |
| 3rd Quarter (Oct-Dec) | 25% of ACQ |
| 4th Quarter (Jan-Mar) | 28% of ACQ |

The detailed scope of work is as given below but not limited to the following.

A. Scope Realization as per the quantity & quality:

1. The Contractor shall regularly coordinate, liaison with CIL/SECL and SECR, MoC/sub-groups and at all appropriate levels (at Local offices, sidings/ Head Offices) for timely sanctioning, allotment and loading of coal on rakes and ensure for the supply of required quantity & quality of coal to LAPL through Rail mode as per the Fuel Supply Agreements.
2. The Contractor shall deal with all the concerned SECL and Railways (SECR) officials for getting the timely consent, allotments and loading/ dispatch of all rakes and shall supervise by deploying sufficient manpower at the loading points (at respective sidings), unloading end at LAPL plant and ensure the right quantity and quality of coal being loaded and supplied through the rakes in-line with the grades declared by SECL/ CIL.
3. The contractor shall ensure that -100 mm size coal is loaded into rakes.
4. The contractor shall ensure BOBRN rakes shall be placed for loading.
5. The Contractor shall be responsible for providing market intelligence, any additional allocation of coal, reports on e-auction of coal, policy changes & new policies, notices, circulars etc. which are relevant to LAPL.
6. The Contractor shall coordinate and supervise at loading points and at mine sidings for loading right quality and quality of coal free from stones, mud etc. with right sizing without any delay / without any under loading & shortage in quantity. Contractor shall ensure minimum shunting and no additional charges are levied by SECL.

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7. The Contractor shall handle, coordinate for Quantity and Quality reconciliations with SECL, SECR officials and always ensure to materialize/supply right quantity and quality of coal through Rail mode. The Contractor shall submit request letters, handle and liaison in all aspects with SECR officials to waive-off/reduce demurrages to much lesser extent every month. Contractor shall coordinate with SECL & Railways for credit notes and recovery/ refund of the amount to the LAPL in timely manner. In case the money is not credited within the stipulated time, the same shall be deducted from the payment of bills to the Contractor.
8. The Contractor shall deal with SECL and Railways for ensuring no backlog of rakes on month-to-month basis and to make to have 100% linkage coal allotted as per FSA/materialisation through rakes. Also, Contractor shall ensure that no sick wagons are placed for loading & transporting of the coal. The Contractor shall ensure that there shall be no shortage/lapse of coal more than 1% on monthly basis from the programmed quantity. No rakes shall be lapsed in any month.
9. The contractor shall ensure cleaning of rail wagons before loading, proper trimming of loaded wagons and cleaning siding area, track etc. to ensure minimum spillage, pilferage or loss of coal.
10. Coal shall be supplied by SECL from any of the coalfield under SECL area. Contractor should put best effort to get maximum coal supply from Korba Coal Field only.
11. Contractor shall liaison, arrange for timely release of Delivery Orders-Road mode (If any conversion of rakes to road done by LAPL) for coal procured from SECL.
12. Contractor shall ensure monthly/quarterly/annual Coal Reconciliation (including debit, credit notes based on the quality of coal) between LAPL & SECL, Ballarpur and all concerned SECL area mines/sidings.
13. It shall be contractor's responsibility to ensure for loading proper quality of coal as per the specified size of coal provided by SECL/CIL at loading point. Engine Haulage Charges (ENHC) and Demurrage Charges (DC) shall be recovered from the contractor's bill (for the reasons attributed to the contractor only) for unloading end only.
14. Rake supply Materialisation percentage shall be minimum 75% on yearly basis and with a minimum of 65% in non-monsoon season and 55% in monsoon season per month. In case minimum percentage is not met in any month, an amount equivalent to 80% of the service charge shall be recovered/hold on the differential quantity. Hold amount (if any) shall be released in the last bill of the yearly contract if 75% materialisation is met or else it shall be deducted. Railway receipt (RR) weight shall be considered for all purposes.
15. Allowed moisture percentage, to be calculated on monthly weighted average basis.

In non-monsoon season = 14% (1st Oct – 30th June)

In monsoon season = 16% (1st July – 30th Sept)

The Actual Weight at LAPL is calculated as, whenever LAPL receipt moisture TM% > above moisture % then actual weight at LAPL for that day will be normalised to guaranteed TM % as per below formula:

Normalised receipt Qty. = ((Actual weight receipt at LAPL)* (100 – TM at receipt end))/ (100 – Guaranteed TM)

16. Minimum guaranteed GCV (ARB) shall be calculated as the weighted average GCV for the coal received at the station in a month (unit-wise).

Min guaranteed GCV -

In non-monsoon season = 3500 k.cal/kg (1st Oct – 30th June)

In monsoon season = 3200 k.cal/kg (1st July – 30th Sept)

Deduction in case of any deviation from min guaranteed GCV-

| Non-monsoon season | | Monsoon season | |
|--------------------|----------------|----------------|---------------|
| GCV slab | Rs. per tonne* | GCV slab | Rs. per tonne |
| <3200 | 50 | <2900 | 50 |
| 3200 - 3300 | 25 | 2900 - 3000 | 25 |
| 3301 - 3400 | 20 | 3001 - 3100 | 20 |
| 3401 - 3500 | 10 | 3101 - 3200 | 10 |

*A fix rate per tonne as per the above table shall be recovered if the weighted average GCV falls in any of the slabs shown above on the monthly quantity received at the station (unit-wise).

17. Samples shall be drawn in presence of your representative, if available, accordance with the procedure laid down in IS:436 (Part/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 and analysis at LAPL unloading point by a Third Party Sampling (TPS) agency (parties approved by the Central Government, preferably CIMFR or QCI). In the event, TPS analysis report does not provide 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,

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, for computation of GCV (ARB) shall be final and binding for all the computations of price adjustment/penalty.

18. Contractor shall have their local office at Bilaspur/Korba and their representative shall meet LAPL officials daily for proper coordination of work.
19. Contractor shall provide daily MIS report, as per LAPL format.
20. Contractor shall coordinate, liaison in all aspects with Railway Police, Local Police etc. and ensure to have the safe coal movement to LAPL plant and ensure the right quantity supply without any shortages.

B. Coal Handling & Unloading at Coal Handling Plant of Lanco Amarkantak Power Ltd (LAPL) :

The following jobs are hereby stipulated to be under the scope of the contractor for the coal handling & Unloading work but not limited to it in Coal Handling Plant at LAPL, Korba:

1. Contractor shall unload all coal rakes received and placed at Track Hopper which is having a length equivalent to 20 wagons within the stipulated free time allowed as per Railways norms.
2. The stipulated free time as per Railway norms for BOX"N" rakes is maximum 5 hours/rake and for BOBRN rakes it is a maximum of 2 hrs./rake. Any demurrage charges (attributed to shortage / non availability of manpower and productivity of manpower) beyond the free time shall be borne by the contractor and shall be deducted from contractor's monthly bills.
3. However, under the Force Majeure conditions stipulated (any natural calamity, fire in the area or other abnormal natural conditions inhibiting safe operations under this contract), the LAPL management shall reserve the right to waive off the demurrage, if the reasons for the delays are found to be beyond the control of the contractor.
4. Contractor shall ensure without fail that the OHE (over-head electrification) power isolation between Track Hopper areas after placement of rake either in full and part thereof.
5. Contractor shall be responsible for the co-ordination with Railway staff and arrange & facilitate for timely deployment of manpower & placement & withdrawal of the rakes.
6. Contractor shall also be responsible for coordination with the office of Labour Commissioner or any other Govt. authorities or their representatives for effecting uninterrupted unloading activity of coal.
7. Contractor shall deploy reasonably skilled labour force to operate the pneumatic valves and hose pipes for unloading of BOBRN Boxes. However, compressed air system will be maintained by LAPL maintenance section.
8. Contractor shall arrange for necessary tools and tackles to shift stones / boulders, if any, from the Track Hopper area to the designated area within the plant located within 1 KM-2 KM approx. from the track hopper.
9. Any damages to the grill, conveyor belts, wagon doors due to labour fault or any other equipment etc. will be recovered from the contractor's bill with 22 % overheads additionally.
10. Coal boulders/ Stone boulders of each wagon shall be broken and cleared by Contractor Labour. In any case it should not hamper or obstructing the unloading work.
11. The track Hopper and nearby area around the track Hopper (upto 10 M max) shall be maintained by the contractor. All debris / waste (cotton jute / foreign material / anything other than coal) lying on the floor/ ground shall be removed from the site and collected in the waste bins.
12. Contractor shall ensure deployment of minimum 50 labours for unloading BOBRN wagons and 120 nos labours for BOXN wagons with minimum 1 or 2 supervisors with the labour force.
13. The contractor shall deploy persons (Stone/boulders/foreign materials Pickers & Sergeants) having more than 05 years' experience for this kind of work of stone picking from running conveyor, to ensure efficient segregation of boulders/stones/foreign materials. This work shall be carried out in the running conveyors 1A/B, 2A/2B, 3A/3B and 5A/5B at a time in the existing coal handling plant. However, the place of work can be changed as per the requirement & decision of the EIC.

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14. The specification of Conveyor belts - • Belt speed 2.75 m/sec • Beltwidth-1200 mm • Belt capacity- 800 TPH.
15. Picking & removal of stones/boulders /foreign materials from the coal of running conveyor belts during feeding of coal from Conveyor no.-1A/B, 2A/B, 3A/3B & 5A/5B at CHP. The stone/boulders/foreign materials separated from the conveyors shall be shifted to the designated places by the contractor and no additional cost towards it shall be claimed by the contractor.
16. It is the responsibility of the contractor to ensure that all the foreign materials from coal are removed from the running/idle conveyor at CHP.
17. The contractor shall ensure that no equipment is damaged due to ingress of Stone/Boulder/foreign material during operation of the system. In case the associated equipment's are damaged by such ingresses, the associated maintenance cost for the same shall be recovered from the bills of the contractor along with 22 % overheads.
18. Picking & removal of boulders/stones/foreign materials will be carried out round the clock in all three shifts of 8 hours each.
19. The contractor has to maintain the minimum manpower for efficient segregation of boulders/stone/foreign materials as per the details below.
20. Unloading & Stone picker- 06 Nos./ Shift x 3 Shift
21. Sergeants- 01 No./ Shift x 3 Shift
22. Total 21 Manpower in a day,
23. The work performance shall be reviewed from time to time by the EIC. If found unsatisfactory, the contract can be terminated immediately.
24. Rail line of LAPL siding, at Pathadi, Korba shall be maintained as per SECR standard for a maximum speed of 30 km per hour. Once in every quarter of the year i.e. four times in a year, inspection & maintenance to be carried out.
25. The track will be inspected on foot by key-man. If any damaged /missing fitting/fixture are noticed, these will be rectified by key-man by replacing the damaged/missing item. In case of emergent situation he will immediately report to shift in-charge. The key-man shall also ensure cleaning of guard rails, points and crossing.
26. If any miscreant activity is noticed it will be intimated to the PWI/track-in-charge and immediate action for the safety of traffic will be taken.
27. Proper record will be maintained regarding the inspection and materials replaced in the track. The same shall be submitted to the engineer-In-charge.
28. The longitudinal and cross-level should be adjusted so that it will be given a safe and comfortable movement to traffic. The alignment is to be straight and free of kinks .The alignment of the track is to be checked by "Eye judgment" sighting the rail from a distance of about four rail lengths . Small error in a alignment may be corrected by slewing the track after loosening the cores at the ends and drawing out sufficient ballast at the end of sleepers. Creep, if any will be rectified.
29. Gauge to be kept correct and uniform with in following permissible tolerance limit.
 - a. Sl. no. Type of Track Tolerance prescribed for gauge variation
 - b. Straight track 3mm tight to 6mm slack
 - c. On curve with radius of more than400 Meters 3mm tight to 15mm slack
 - d. On curve with radius of less than400 Meters up to 20 mm slack

30. Proper cross levels of the track in straight portion and required super elevation in curves are to be maintained for smooth and safe movement of traffic.

31. ADJUSTMENT OF JOINT GAPS-

- a. The joint gaps should be maintained as under:
- b. The permissible value of gap in rail joint is 6mm with a tolerance limit of [+] or [-] 2mm. If any deviation from the permissible tolerance limit is noticed, then it should be adjusted by pulling back the rail in the opposite direction.

32. MAINTENANCE OF POINTS & CROSSING-

- a. Points and crossings should be within 1 in 20 cants.
- b. The gauge should be uniform except at a point just ahead of toe of the switch there it will be slightly slack enough to house the tip of tongue rail.
- c. The clearance, at the heel of switch, at check rail and wing rail must be maintained.
- d. Packing under the sleepers should be checked. It must not be loose /defective especially under the crossing and the switch.
- e. The chairs and fastening and all other fittings must be checked properly. The chairs' /loose/missing fittings are to be tightened [as required] /replaced immediately if worn out. Creep anchors must be checked and creep should not be allowed.
- f. Condition of stock and tongue rails should be carefully examined. Bent tongue rail should be straightened wherever possible. Badly worn out and damaged stock and tongue rails are to be replaced by serviceable ones. Lubrication of the gauge face of the tongue rail should be kept tight except those of the heel of loose type switches, where the first two bolts in switch rail should be finger tight and the other two in the lead rail spanner tight cleaning and lubrication of side chairs are to be done periodically.
- g. Gauge over the turn outs are to be maintained uniformly. Track portions on concrete sleepers shall preferably be maintained by packing the ballast. Found defective will be changed.

33. INSPECTION OF CURVES AND THEIR MAINTENANCE-

The curves are to be inspected and super- elevation and versine will be corrected, whenever and wherever required. A detailed corrective action shall be done in consultation with Engineer In –charge.

34. Picking up slacks

Picking up slacks has to be done where the alignment is kinky or top level is uneven to restore the track to normal condition. The lifting up of sleepers should be done as in through packing. Care is to be taken that the packing of adjacent sleepers do not get disturbed.

35. LUBRICATION OF FISH PLATED JOINTS- should be done once a year.

36. CLEANLINESS OF TRACK-

- a. For easy visual of all fittings and fixtures, the grass, weed and unwanted debris in the track up to cess will be removed.
- b. All maintenance spares fitments and fasteners and all track materials [excluding ballast] shall be supplied by LAPL at their stores free of cost to the contractor. Collection and transportation of the above material to the required site shall be contractor's responsibility.
- c. As the SEC Railway will move the traffic on the siding track owned and maintained by LAPL, the same is required to get approved by SEC Railway. The formal application for the same and

payment to railway will be made by LAPL contractor has to assist LAPL in actual inspection & getting clearance certificate by SEC Railways.

- d. An annual maintenance programme will be made out for each year and a quarterly programme will be made out by the last day of the previous quarter in consultation with LAPL in charge. The contractor will intimate the progress of implementation of the quarterly programme and the short fall will be carried forward. The progress of implementation of annual programme will be monitored every quarter so as to complete it with in the year. A quarterly report on compliance and short fall shall be submitted by project manager.
- e. The PWI shall submit detailed report on consumption of spares and consumable stock in hand and forth coming requirement of track maintenance.
- f. The track are to be maintained and super elevation and versine will be corrected by spreading of stone ballast with packing and cess formation. Also removal of bushes cleanliness of drain are to be maintained periodically. A detailed corrective action shall be done in consultation with Engineer in-charge.
- g. All materials, spares and consumables etc., (under the scope of LAPL) shall be issued at LAPL store. Transportation of the material to the contractor's work place including preservation and safe custody shall be the responsibility of the contractor.
- h. The contractor shall submit the reconciliation statement for every quarter along with consumption statement separately for track. In case of shortage of material, cost of material shall be recovered from the RA bill of the contractor of the concerned quarter of the year. This is full and final reconciliation of spares for the concerned quarter of the year.

37. REPAIRS ARISING OUT OF ACCIDENT AND DERAILMENT-

- a. Contractor will be responsible for the safety of LAPL'S rail system.
- b. In case of accident /derailment the contractor will take possible steps to restore normalcy including repair of track and wagons at the earliest. All spares for the re railment and repairs for track and wagons will be supplied by LAPL free of cost to contractor.
- c. Requisitioning of railway crane (if required) shall be arranged and paid for by LAPL.
- d. In case it is found that contractor negligence to derailment, cost of re railment may be recovered on the basis of joint finding report from the contractor.
- e. Any demurrage due to track problem will be paid by LAPL and will be deducted from the contractor's bill.
- f. In case of fracture of rails and failure of welding of rails contractor will arrange to change the rail and alumino Thermit welding of rails will be scope of contractor.

38. Coal Handling

In case, if any wagon of Coal rake remained un-open due to technical snag, the contractor should immediately follow with C&W staff of Korba/SECR and ensure that the wagon shall be unloaded smoothly without any Demurrage Charges.

39. COLLECTION OF COAL SAMPLES FROM WAGONS (RAIL):

- a. In case of Rail, each rake shall be considered as a Lot for the purpose of sampling.
- b. Each rake shall be divided into sub-lots in a manner that the quantity of Coal/number of wagons in such sub-lots is more or less equal. The number of sub-lots shall be determined as under:

| No. of wagons in the rake | Number of sub lots |
|---------------------------|--------------------|
|---------------------------|--------------------|

| | |
|----------------------------|---|
| Up to 30 wagons | 4 |
| >30 wagons up to 50 wagons | 5 |
| >50 wagons and above | 6 |

- c. From each of the sub lots one wagon each shall be selected as per random table in IS: 436 (Part Section I) 1964 or its latest version for collection of increments.
- d. In each wagon selected for sampling, the sample will be drawn from the spot in a manner so that if in one wagon the sample is collected at one end, in the next wagon the spot will be in the middle of the wagon and in the third wagon at the other end and this sampling procedure will be repeated for subsequent wagons.
- e. Before collecting the samples, the spot will be levelled and at least 25 cm of Coal surface shall be removed/ scrapped from the top and the place will be leveled for an area of 50 cm by 50 cm.
- f. About 50 kg of sample shall be collected from each selected wagon in the rake of a source by drawing 10 increments of approx. 5 kg each with, the help of shovel/scoop.
- The contractor has to maintain the minimum manpower for efficient collection of coal samples as per the details below.
- g. Sample collection - 03 Nos./ Shift x 3 Shift
- h. General Shift- 04 Nos per day
- i. Skilled Manpower (Bsc Graduate)- 04 Nos per day
- j. Total 17 Manpower in a day (17 Nos Beyond the minimum manpower required as mentioned above for rake unloading).

C: Special Terms & Condition:

1. All tool/kits & safety material which will be required for execution of total scope of work shall be arranged by Contractor. Including following materials-
 - a) Hilti Machine with Cable.- 3 nos. along with skilled operators.
 - b) Gas Cutting Set with Cylinder & gas cutter- 2 sets.
 - c) Hammers – 20 nos.
 - d) Chisels – 20 nos.
 - e) Manila Rope - 20 nos.
 - f) Triffor – 2 nos.
 - g) Crow Bar -10 Nos.
 - h) Hand Rakes – 20 nos.
 - i) Pickax – 10 nos.
 - j) Sufficient Shovels.
 - k) Wooden plank – 20 nos.
 - l) All types of tools and tackles for stone picking

The contractor shall arrange other T & P as per the requirement from time to time & as per the site requirement.

2. The contractor shall be fully responsible for the safety of their workmen and shall take necessary safety appliances such as helmets, dust mask, shoes, safety belts, ear plugs/muffs, gumboots and

hand gloves etc., to the workmen as per LAPL Safety rules enforced from time to time during the contract. Safety of the equipment & personnel working at location shall be ensured by the contractor

3. One safety officer shall be engaged by the contractor on daily basis whenever the rakes are received, for ensuring the safety of its workmen at site when coal unloading is in progress.
4. Contractor shall ensure the compliance of safety and all statutory regulation covering of labour License, Insurance of all work men and Contractor will follow other LAPL rules and regulations.
5. Contractor shall furnish a daily report with following detail on daily basis through E-mail:
 - a) Rake wise placement for loading & unloading, day wise list of rakes unloaded.
 - b) Rake wise timing of placement for unloading and unloading completion time and release time through mobile phone.
6. Contractor shall take all precautions to avoid any incidence/accident with Contractor's labours/supervisors or damages of machine/OHE. Contractor will be fully responsible for any loss arising from accident, damages to any assets of LAPL and pilferage during execution of the work. LAPL is not liable to pay any compensation. All the liabilities on account of any accident occurred during the execution of the work, will be borne by Contractor and compensation shall be paid as per Govt. law/rules by Contractor.
7. All consumables shall be arranged by contractor. DA & O2 gas are in the scope of the contractor. The agency has to ensure requisite quality of gas for execution of work.
8. Safety hand lamps of 24 Volts along with necessary portable transformers & accessories to cater for execution, extension boards with RCCBs shall be provided by the contractor.
9. The contractor shall make his own arrangement for transportation of boulders, stone & foreign materials.
10. Contractor shall be responsible for the safe custody of all the materials, consumables, spares, tools, etc., issued to him. The owner shall provide space for storage of the materials, tools & plants. The contractor however shall provide box lockers; locks etc., to his staff for safe custody of items.
11. In the event of the failure of the contractor to complete work within the stipulated time (after taking up the job), the Execution in charge shall get the work executed by any other agency/department manpower at the risk and cost of the contractor.
12. The contractor shall ensure the availability of minimum manpower as per contract in each shift for taking up day to day works. Contractor shall deploy additional manpower as & when needed to cope with the requirements at various locations as per the decision of EIC which will be final in this regard.
13. Contractor shall provide cell phones to all supervisors for effective communication during execution of work.

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14. The contractor shall be fully responsible for all risks involved, liabilities and obligations arising out to this contract under provision of law in force from time to time.
15. Contractor has to adhere the IMS (Integrated Management System) policy norm.
16. Payment of all workers shall have to be made by the contractor through banks only. This is essential and special term and condition.
17. The contractor or his workmen shall not involve or be a part of any mass workers' indiscipline / unrest resulting in damages to plant equipments or interruptions in rake placements / coal evacuation. The demurrages resulting due to such incidents shall be entirely chargeable to the contractor only.
18. If any penalty is imposed on the Occupier/Factory Manager, due to negligent non-compliance of statutory requirements by the contractor, as per applicable laws; the payment of the same shall be recovered from contractor's bill.
19. Contractor shall ensure safety & security of the rest rooms / wash room's facilities and equipments and shall make good any items broken or stolen by labourer smooth operation of the rake unloading. All disputes / labour issues, if any, arising during the unloading shall be resolved by contractor.
20. Contractor shall keep the record of attendance of each and every Labour before each shift every day even on holidays and festival days.
21. Contractor shall be responsible and bear all charges pertaining to labours, Govt. levies, Insurance agencies etc.
22. COMPENSATION TOWARDS ANY ACCIDENT

Contractor shall take all precautions to avoid any incident/accident with contractor's labours/supervisors or damages of machine/OHE. Contractor will be fully responsible for any loss arising from accident, damages to any assets of LAPL and pilferage during execution of the work. LAPL is not liable to pay any compensation. All the liabilities on account of any accident occurred during the execution of the work, will be borne by contractor and compensation shall be paid as per Govt. law/rules by contractor.

23. You shall be responsible and bear all charges, Govt. levies, Insurance charges etc. as incurred during the execution of above scope.
24. You shall be responsible to coordinate with various Govt. Agencies or Pvt. Agencies or persons for execution of above scope. LAPL will not get involved in resolving the issues.

Note: Further details and required compliances related to scope of work of Unloading, repair & maintenance of track etc. are as per the enclosed Annexure -2 & Annexure -3.

1. Service Charges & Contract Price :

The Contractor shall be paid based on actual quantity supplied at site through Rail/rakes for scope of work under (A) and (B).

- a) The price quoted for Scope 1(A) & Scope (B) as a whole is **Rs.per tonne** basis inclusive of all incidental expenses. GST will be paid extra. (BOBRN/BOXN)

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The price as mentioned above is fixed throughout the contract period and no escalation shall be payable.

Billing shall be done basis RR weight only. However payment to the bidder shall be done after applying the deductions (if any) as per terms and conditions of the Work Order.

2. Payment terms:

100% shall be payable on certified bills after adjustment of LD/Penalties on monthly basis by In charge of the company with a Credit period of 30 days from bill generation date.

3. PENALTY /LD:

(A) **Materialisation percentage in Rail mode-** Materialisation percentage shall be minimum 75% on yearly basis with a minimum of 65% in non-monsoon season and 55% in monsoon season per month. In case minimum percentage is not met in any month, an amount equivalent to 80% of the service charge shall be recovered/hold on the differential quantity. Hold amount (if any) shall be released in the last bill of the yearly contract if 75% materialisation is met or else deducted. RR weight shall be considered for all purposes (billing and deductions, if any)

(B) **Moisture percentage** – Allowed moisture percentage, to be calculated on monthly weighted average basis.

In non-monsoon season = 14% (1st Oct – 30th June)

In monsoon season = 16% (1st July – 30th Sept)

The Actual Weight at LAPL is calculated as, whenever LAPL receipt moisture TM% > above moisture % then actual weight at LAPL for that day will be normalised to guaranteed TM % as per below formula:

Normalised receipt Qty. = ((Actual weight receipt at LAPL)* (100 – TM at receipt end))/ (100 – Guaranteed TM)

(C) **GCV realization** – Minimum guaranteed GCV (ARB) shall be calculated as the weighted average GCV for the coal received at the station in a month (unit-wise).

Min guaranteed GCV -

In non-monsoon season = 3500 k.cal/kg (1st Oct – 30th June)

In monsoon season = 3200 k.cal/kg (1st July – 30th Sept)

Deduction in case of any deviation from min guaranteed GCV-

| Non-monsoon season | | Monsoon season | |
|--------------------|----------------|----------------|---------------|
| GCV slab | Rs. per tonne* | GCV slab | Rs. per tonne |
| <3200 | 50 | <2900 | 50 |
| 3200 - 3300 | 25 | 2900 - 3000 | 25 |
| 3301 - 3400 | 20 | 3001 - 3100 | 20 |
| 3401 - 3500 | 10 | 3101 - 3200 | 10 |

* Fix rate per tonne as per the above table shall be recovered if the weighted average GCV falls in any of the slabs shown above on the monthly quantity received for each Unit.

(D) Unloading of coal-

- Stones/boulders/foreign materials shall be removed by Contractor from site to identified place as per instructions of Execution in charge after completion without delay. If it is not removed within the specified time of 48 hours a penalty of Rs. 50,000 for each occasion will be levied. Segmented stone/boulders/foreign materials shall be shifted to yard at time intervals as directed by Execution in charge. Contractor shall also be penalized Rs. 10,000 for each occasion and same amount shall be deducted from contractor's monthly bill in case of noncompliance of safety norms of LAPL.
- Contractor has to ensure that Boulders/stones/foreign materials are not allowed to go to the system. If any equipment/part of equipment of the plant is damaged due to ingress of boulders/stones/foreign materials in the system, same amount of equipment/part of equipment shall be recovered from contractor's bill.
- The contractor shall be liable to bear the cost of coal which may have been left unloaded in the wagon(s) due to negligence of unloading crew (supervisor/workmen). If any wagon is sent back to the railways without unloading the coal, the entire cost at 2 times the actual cost of such coal and all other charges as incurred shall be recovered from his bills.
- Engine Haulage Charges (ENHC) and Demurrage Charges (DC) shall be recovered from the contractor's bill (for the reasons attributed to the contractor only) for unloading end only.

4. **Contract Period:** Contract period shall be upto one year from the contract date.
5. **EMD for participation in Tender:** The amount of EMD will be Rs. 50 Lakhs for participation in tender and the bidder need to submit in the form of DD from a nationalized Bank in the favour of "Lanco Amarkantak Power Ltd. EMD of unsuccessful bidder shall be returned back to the parties/bidders
6. **Contract performance Bank Guarantee:** The amount of 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"

GENERAL TERMS & CONDITIONS

1. STATUTORY COMPLIANCE

The Contractor 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. CONTRACTOR'S WARRANTIES & REPRESENTATIONS

The Contractor 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 Contractor intellectual property rights.

3. CONTRACTOR'S OBLIGATIONS/LIABILITIES

- (a) Neither the Work Order, nor any right or obligation hereunder may be assigned, in whole, or in part, by the Contractor without the prior permission of LAPL.
- (b) All the Confidential information or data supplied by LAPL to the Contractor in connection with the service being provided by the Contractor shall remain the property of LAPL or its licensors. If the Confidential Information is disclosed by the Contractor to an unauthorized third Contractor, the Contractor agrees to indemnify LAPL from and against the same.
- (c) The sole responsibility of the performance of the sub-contractor rests with the Contractor and the Contractor 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 Contractor but such enforcement will not absolve the Contractor from any liability.
- (d) Indemnify the Contractor from and against all actions, suits and proceedings by the third Contractor for the acts/omissions of the Contractor 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 Contractor of any of the terms and conditions of this Work order.
- (e) If the Contractor fails to provide the Services within agreed time, the Contractor 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.
- (g) LAPL shall, without prejudice to its other rights be entitled to deduct/ adjust from any dues payable to the Contractor 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 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 Contractor 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, or any other event beyond the reasonable control of the Contractor concerned (hereinafter referred to as “the eventuality”), then notice of such eventuality shall be given by the affected Contractor to the other within seven (07) 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, LAPL may terminate this Work order.

6. TERMINATION

- (a) This Work order shall be terminated immediately and the security deposit shall be forfeited/adjusted by the Company without any prior notice and without any compensation under the following Circumstances:

- (i) Contractor has becomes insolvent; or
- (ii) Contractor has been convicted of any crime which in Purchaser’s reasonable judgment is likely to adversely affect the goodwill of Purchaser; or any failure by the Contractor to comply with any of the provisions of the Work order; or
- (iii) Failure of Contractor to fulfil the obligations, scope of work (s).
- (iv) Failure of Contractor to provide services/deliverables as per agreed time schedule and as failed to meet quality requirements; or
- (v) Contractor assigns the Work order to any third Contractor without the consent in writing of LAPL; or
- (vi) If any of the representations of the statements etc. made by the Contractor 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.

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 Contractor 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:

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 Contractor 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 Work 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 Work order thereof shall be resolved by reference of dispute through Arbitration. The parties shall mutually decide the appointment of an arbitrator who shall conduct the proceedings of Arbitration in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Gurugram, Haryana. The language used in arbitral proceedings shall be English.

This Work order shall be construed in accordance with and governed by the laws of India. The parties hereby expressly submit themselves to exclusive jurisdiction of the courts in Gurugram, Haryana, India.

• NO PARTNERSHIP OR AGENCY:

This Agreement shall be on a principal-to-principal basis and shall not create any employee-employer relationship between the parties. The contractor shall provide all services hereunder as an independent entity and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof or to provide either party with the right power or authority whether express or implied to create any such duty or obligation on behalf of the other party.

• AMENDMENT / MODIFICATION:

The parties can amend this Agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

• LANGUAGE:

All letters, reports, notifications, documentations and other communication between LAPL and the contractor shall be in English language only.

• CONFIDENTIALITY:

All information shared between LAPL and the contractor pursuant to this Work Order shall confidential by all the Parties.

• INSURANCE:

The contractor has to ensure that all the deployed manpower should be insured & copy of all the required insurance policies should be provided at the start of work to LAPL.

• ENGINEER-IN-CHARGE (EIC):

LAPL shall be EIC for overall contract and HOD (CHP), LAPL shall be the Engineer– in – charge (EIC) for Scope-B.

LANCO AMARKANTAK POWER LIMITED



Tender No: LAPL/COAL/HANDLING/2023/01 Dt 05.02.2023, Last date: 13.02.2023

• **BILLING ADDRESS:**

Fuel Head,
M/s Lanco Amarkantak Power Limited,
4th Floor Plot No. 334, Udyog Vihar, Phase IV, Gurgaon - 122015 (Haryana)

• **INDEMNITY:**

The contractor shall keep LAPL indemnified from all liabilities resulting out of this contract and act of his workmen.

• **MISCELLANEOUS:**

- Ø Contractor has seen and understood the site conditions and quantum of work.
- Ø All tools and tackle, consumables required for above said job is in the scope of contractor.
- Ø The contractor shall submit certified copies of the following having up to date and valid (in duplicate) within three days of release of this order viz:-
 - Copy of service tax registration
 - Copy of PAN No. /Latest Income Tax clearance Certificate
- Ø The contractor is responsible to provide sufficient and suitable manpower (skilled, semiskilled and unskilled) as required to successfully do the job.
- Ø This Work Order shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and assigns of the parties, as the case may be.
- Ø In the event of any conflict between the provisions of this Work Order and other correspondence/letters exchanged between the parties, this Work Order shall prevail.
- Ø The contractor is responsible to ensure discipline among its manpower during the execution of this Work Order. In case, LAPL observe any lack of discipline in any of their person, LAPL may remove this person from the premises & the contractor has to provide replacement within 24 hours of such removal.
- Ø The contractor shall be fully responsible for the payment of compensation to his labour in case of any accident & shall also be responsible for making & submission of necessary formalities / Papers to the requested authorities for deciding necessary compensation. LAPL shall not share any responsibility finically or otherwise.
- Ø The contractor shall submit the papers as evidence of registration of his manpower with labour department & insurance also.
- Ø In case there is any loss or damage to LAPL property, assets & equipments due to acts of contractor manpower, then LAPL reserve the right to recover such losses from the future payment.
- Ø If any of the manpower of the contractor individuals in theft or any illegal / irregular activities or misconduct, the contractor has to take appropriate action against him.
- Ø No personal of the contractor shall disobey the instructions of the LAPL & shall never leave the designated location without prior approval of LAPL.
- Ø The contractor has to ensure that the manpower supplied should have qualification & skills as required do the job. LAPL may reject any person who is not meeting such requirements & may request for replacement.
- Ø The contractor has to ensure that their manpower strictly follow the rules, regulations, notices, orders & instruction of LAPL Site Management as applicable to them in relation to performance of services under this work order.
- Ø The contractor is responsible if there is any loss of damage to third party (whether to property or to person) by manpower supplied by them.

LANCO AMARKANTAK POWER LIMITED



Tender No: LAPL/COAL/HANDLING/2023/01 Dt 05.02.2023, Last date: 13.02.2023

The contractor has to submit the photocopies of PAN card, Sales tax registration /GST registration certificates, details before starting the work.

For Lanco Amarkantak Power Ltd

Authorized Signatory.

SCOPE OF WORK FOR COAL UNLOADING

- (a) Contractor shall unload Coal rakes at Track Hopper which is having a length equivalent to 20 wagons in three placements within free time allowed by Railways. The unloading can be either manual/mechanical means depending upon type of wagons i.e. BOBRN or Box "N".
- (b) The size of the Rake will vary from 55 to 60 wagons from time to time. Quality and quantity of coal will also vary from time to time.
- (c) Overall coordination for unloading of wagons, at least two supervisors shall be available throughout the unloading period till the empty rake is clear to dispatch from hopper.
- (d) Contractor shall unload all coal rakes received and placed at track hopper which is having a length equivalent to 20 wagons within the stipulated free time allowed as per Railway norms. The unloading can be carried out either by manual/ mechanical means, depending upon the type of Wagons attached to the rake i.e. **BOBRN** or **BOX "N"** rake as per Railway norms.
- (e) The stipulated free time as per railway norms for **BOX"N" rakes is maximum 5 hours/rake and for BOBRN rakes it is a maximum of 2 hrs/rake**. Any demurrage charges/penalties from railway beyond the free time shall be borne by the contractor and shall be deducted from contractor monthly bills. Demurrage charges due to any reasons (shortage / no availability of manpower, big size stone & boulders, strike etc.) shall be attributable to the contractor and full amount of demurrage charges shall be deducted from the bill of the contractor.
- (f) In case of delay in unloading of coal from wagons due to big size stones / boulders, demurrage charges and all penalties from railways shall be attributable to contractor. Same amount shall be deducted from the contractor's bill of the same month. Liaisoning with railway personnel is in the scope of contractor.
- (g) Contractor shall ensure without fail that the OHE (over-head electrification) power isolation on the Track Hopper areas after placement of rake either in full and part thereof.
- (h) Contractor is responsible for delay in unloading due to non availability of required equipments. One welder is to be mobilized alongwith required welding and gas cutting tools/tackles during unloading of wagons at track hopper.
- (i) Opening the doors/gates of individual wagons and ensuring closing and locking of the doors/gates after complete unloading of coal from wagons shall be ensured before rake is moved out of track hopper.
- (j) Placement of the rake for each cut of unloading at track hopper after ensuring railway track is completely cleared of coal and safety of the labours. After ensuring complete safety it is to be informed to the deputed LAPL staff for movement of the rake.

- (k) Ensuring safe shunting operation during unloading at track hopper with proper supervision as and when it is required. Contractor shall ensure the compliance of safety and statutory regulations.
- (l) Contractor shall be responsible for the co ordination with Railway staff and arrange & facilitate for timely deployment of manpower & placement & withdrawal of the rakes.
- (m) Contractor shall be responsible for the co ordination with railway guard in exact placement of rake in the track hopper in each placement.
- (n) Contractor shall also be responsible for coordination with the office of Labour Commissioner or any other Govt. authority for effecting smooth unloading activity of Coal.
- (o) Contractor shall deploy reasonable skilled Labour force to operate the pneumatic valves and hose pipes for unloading of BOBRN Boxes. However compressed air System will be maintained by LANCO maintenance section.
- (p) Contractor shall arrange for necessary tools and tackles to shift stones / boulders, if any, from the track hopper area to the designated area within the plant located within 1 KM- 2 KM. approx. from the track hopper.
- (q) Contractor shall ensure safety & security of the rest rooms/ wash room's facilities and equipments and shall make good any items broken or stolen by labours and should ensure smooth operation of the rake unloading. All disputes / labour issues, if any, arising during the unloading shall be resolved by contractor.
- (r) Any damages to the Grill, Conveyor Belt, Wagon doors due to Labour fault or any other equipment etc. will be recovered from the contractor's bill with 22% overheads additionally.
- (s) Coal boulders/ Stone boulders of each Wagon shall be broken and cleared by contractor labour. In any case it should not hamper or obstructing the unloading work.
- (t) Contractor shall keep the record of attendance of each and every labour before each shift every day even on holidays and festival days.
- (u) Contractor shall be responsible and bear all charges pertaining to labours, Govt. levies, Insurance charges etc.
- (v) The contractor or his workman shall not involve or be a part of any mass workers indiscipline / unrest resulting in damages to the plant equipments or interruptions in rake placement / coal evacuation. The demurrages resulting due to such incidents shall be entirely chargeable to the contractor only.
- (w) Contractor shall provide mobile phones to the supervisors, railway driver & railway guard for smooth operation of coal unloading.
- (x) Two safety officers shall be engaged by the contractor on daily basis whenever the rakes are received, for ensuring the safety of its workman at site when coal unloading is in progress.
- (y) If any penalty is imposed on occupier / Factory Manager, due to non-

- compliance of statutory requirement by the contractor, as per applicable law; the payment of the same shall be recovered from contractor's bill.
- (z) The Track Hopper and nearby area around the track Hopper (up to 10M max.) shall be maintained by the contractor. All debris / waste (cotton jute / foreign material / anything other than coal) lying on the floor/ ground shall be removed from the site and collected in the waste bins.
 - (aa) Contractor shall ensure deployment of minimum 50 labours for unloading BOBRN wagons and 120 nos. labours for BOXN wagons with minimum 2 supervisors with Gate pass of LAPL Security.
 - (bb) The contractor shall be liable of bear the cost of coal which may have been left unloaded in the wagons due to negligence of unloading crew (supervisors / workman). If any wagon is sent back to the railway without unloading the coal, the entire cost of coal shall be recovered from this bill.
 - (cc) Oxygen and Dry Acetylene gas along with gas cutting set shall be under the contractor's scope. The same shall be readily kept available for cutting of doors/gates of the wagons.
 - (dd) Big size coal & stone boulders should be removed in each rake from track hopper and standard housekeeping of the track hopper, platform on both sides and nearby area to be maintained by contractor.
 - (ee) Contractor shall provide manpower for Shunting Work of rakes and is to be done round 'o'clock for three placement of unloading and engine reversal operation.

Stone Picking Work for Coal Handling Plant

- a. The contractor shall deploy persons (Stone/boulders/foreign materials Pickers & Sergeants) having more than 5 years experience for this kind of work of stone picking from running conveyor, to ensure efficient segregation of boulders/stones/foreign materials. This work shall be carried out in the running conveyors 1A/1B, 2A/2B, 3A/3B and 5A/5B at a time in the existing coal handling plant. However, the place of work can be changed as per the requirement & decision of the EIC.
The specification of conveyor belts – Belt speed 2.75 m/sec. Belt width – 1200mm, Belt capacity – 800TPH.
- b. Picking & removal of stones/boulders/foreign materials from the coal of running conveyor belts during feeding of coal from conveyor no. – 1A/1B, 2A/2B, 3A/3B 5A/5B at CHP. The stone/boulders/foreign materials separated from the conveyors shall be shifted to the designated places by the contractor and no additional cost towards it shall be claimed by the contractor.

- c. It is the responsibility of the contractor to ensure that all the foreign materials from coal are removed from the running/idle conveyor at CHP.
- d. The contractor shall ensure that no equipment is damaged due to ingress of stone/boulder/foreign material during operation of the system. In case the associated equipments are damaged by such ingresses, the associated maintenance cost for the same shall be recovered from the bills of the contractor along with 22% overheads.
- e. Picking & removal of boulders/stones/foreign materials will be carried out round the clock in all three shifts of 8 hours each.
- f. The contractor has to maintain the minimum man power for efficient segregation of boulders/stones/foreign materials as per the details below.
Stone pickers – 06 Nos. /Shift x 3 Shift
Sergeants - 01 Nos. /Shift x 3 Shift
Total 21 manpower in a day,
- g. To cope with the requirement as per the site condition, the placement of manpower at various locations may vary and Contractor will deploy the manpower as per the decision of EIC which will be final in this regard.
- h. The work performance shall be reviewed from time to time by the EIC. If found unsatisfactory, the contract can be terminated at any time with 15 days of prior notice.
- i. The pickers may also be engaged on other works of CHP, other than stone/boulders/foreign materials picking on the discretion of the EIC during the period, when coal handling is not operative due to any reason. This shall also be deemed to cover in the scope of the contract & for which the contractor shall have no objection what so ever.

Special Terms & Condition:

1. All tool/kits & safety materials which will be required for execution of total scope of work shall be arranged by the contractor including following materials-
 - a) Hilti Machine with Cable.- 6 nos. along with skilled operators
 - b) Gas Cutting Set with Cylinder & gas cutter- 2set.
 - c) Bob cut machine with stone broker attachment – 1 no(as per requirement).
 - d) Hammers – 20 nos.
 - e) Chisels – 20 nos.
 - f) Manila Rope - 20 nos.
 - g) Triffor – 2 nos.
 - h) Crow Bar -10 Nos.
 - i) Hand Rakes – 10 nos.
 - j) Sufficient Shovels

The contractor shall arrange other T & P as per the requirement from time to time & as per the site requirement.

2. Contractor shall ensure the compliance of safety and all statutory regulation. Covering of labour License, Insurance of all work man and you will follow other LAPL rules and regulations.
3. Any demurrage on account of late unloading due absence of manpower shall be borne by contractor.
4. Contractor shall furnish following detail on daily basis through E-mail:
 - a) Rake wise, day wise list of rakes unloaded.
 - b) Rake wise timing of placement for unloading and unloading completion time and release time through mobile.
5. Contractor shall take all precaution to avoid any accident with Contractors Labours / supervisors or damages of machine / OHE. Contractor will be fully responsible for any loss arising from accident, damages to any assets of LANCO and pilferage during execution of the work. LANCO is not liable to pay any compensation. All the liabilities on account of any accident occurred during the execution of the work, will be borne by Contractor and compensation shall be paid as per Govt. law/rules by Contractor.
6. All consumable shall be arranged by contractor. DA & O2 gas are in the scope of the contractor. The agency has to ensure requisite quality of gas for execution of work.
7. Safety hand lamps of 24 Volts along with necessary portable transformers & accessories to cater for execution, extension boards with RCCBs shall be provided by the contractor.
8. The contractor shall make his own arrangement for transportation of stone & foreign material.
9. Contractor shall be responsible for the safe custody of all the materials, consumables, spares, tools, etc., issued to him. The owner shall provide space for storage of the materials, tools & plants. The contractor however shall provide box lockers; lock etc., to his staff for safe custody of items.
10. In the event of the failure of the contractor to complete work within the stipulated time (after taking up the job), the Execution in charge shall get the work executed by any other agency/department manpower at the risk and cost of the contractor.
11. The work is not continuous in nature. However, the contractor shall ensure the availability of minimum manpower as per contract in each shift for taking up day to day works. Contractor shall deploy additional manpower as & when needed for attending the shutdown works.
12. Contractor has to ensure that boulders / stones / foreign materials are not allowed to go to the systems. If any equipments / part of equipment of the plant is damaged due to ingress of boulders /

stones / foreign materials in the systems. Same amount of equipment / part of equipment shall be recovered from contractor's bill.

13. Stones/boulders/foreign materials shall be removed by contractor from site to identified place as per instructions of Execution in charge after completion without delay. If it is not removed within the specified time of 48 hours a penalty of Rs. 2000.00 to Rs. 50000 for each occasion will be levied. Segmented stones/boulders/foreign materials shall be shifted to yard at time intervals as directed by Execution in charge. Contractor shall be penalized Rs. 1000 to Rs. 5000 for each occasion and same amount shall be deducted from contractors monthly bill in case of non compliance of safety norms.
14. Safety of the equipment & personnel working at location shall be ensured by the contractor.
15. Contractor shall provide cell phones to all supervisors for effective communication during execution of work.
16. The contractor shall be fully responsible for the safety of their workmen and shall take necessary safety appliances such as helmets, dust mask, shoes, safety belts, Gumboots and hand gloves etc., to the workmen as per LAPL Safety rules enforce from time to time during the contract.
17. The contractor shall be fully responsible for all risks involved, liabilities and obligations arising out to this contract under provision of law in force from time to time.
18. Contractor has to adhere the IMS (Integrated Management System) policy norms.
19. Payment of all workers shall have to be made by the contractor through banks only. This is essential and special term and condition.
20. **COMPENSATION TOWARDS ANY ACCIDENT**
Contractor shall take all precaution to avoid any accident with your Labour/supervisors or damages of machine/OHE. Contractor will be fully responsible for any loss arising from accident, damages to any assets of LANCO and pilferage during execution of the work. LANCO is not liable to pay any compensation. All the liabilities on account of any accident occurred during the execution of the work, will be borne by contractor and compensation shall be paid as per Govt. law/rules by contractor.

21. **Force majeure :**

If LAPL or the contractor or both are prevented from carrying out their respective duties and responsibilities, or are unable to exercise their respective rights, privileges etc. under this work order for causes beyond their control such as, but not restricted to acts of God, enemy, government, fire, floods, epidemics, quarantine restrictions, freight embargo, earthquake etc, the period of this work order and the respective dates mentioned for

completion/performance of various items of work hereof shall be deemed to have been extended for the period such force majeure exists and in such case both the parties hereto shall mutually discuss and arrive at the further course.

SCOPE OF WORK FOR REPAIR AND MAINTENANCE OF RAILWAY TRACK

Permanent way owned by Lanco power Limited pathadi Korba siding to the LAPL in plant net work shall be maintained as per SEC Railway standard for a maximum speed of 30 km per hour. It will be routine, continuous throughout the year apart from 'need based' maintenance .Technical specification for maintenance of permanent way are mentioned hereunder:

1. REGULAR INSPECTION OF THE PERMANENT WAY

[A] The track will be inspected everyday on foot by key-man. If any damaged /missing fitting/fixture are noticed, these will be rectified by key-man by replacing the damaged/missing item .In case of emergent situation he will immediately report to shift in-charge. The key-man shall also ensure cleaning of guard rails, points and crossing.

[b] If any miscreant activity is noticed it will be intimated to the PWI/track-in-charge and immediate action for the safety of traffic will be taken.

[c] Proper record will be maintained regarding the inspection and materials replaced in the track every day. The same shall be submitted to the engineer-In-charge every week.

[d] PWI will carry out inspection once a week alternately by motorized trolley and by foot. The record of his inspection will be maintained. The inspection record shall be submitted to In-Charge for discussion and onward corrective action.

2. MAINTENANCE OF TRACK:--

This item includes the following activities;

[a] ALIGNMENT OF TRACK-

The longitudinal and cross-level should be adjusted so that it will be given a safe and comfortable movement to traffic .The alignment is to be straight and free of kinks .The alignment of the track is to be checked by "Eye judgment" sighting the rail from a distance of about four rail lengths . Small error in a alignment may be corrected by slewing the track after loosening the cores at the ends and drawing out sufficient ballast at the end of sleepers. Creep, if any will be rectified.

[b] GAUGING-

Gauge to be kept correct and uniform with in following permissible tolerance limit.

| Sl no. | Type of Track | Tolerance prescribed for gauge variation |
|--------|---------------------------------------------|------------------------------------------|
| 1. | Straight track | 3mm tight to 6mm slack |
| 2. | On curve with radius of more than400 Meters | 3mm tight to 15mm slack |
| 3. | On curve with radius of less than400 Meters | up to 20 mm slack |

[c] CROSS LEVELS AND SUPER ELEVATION-

Proper cross levels of the track in straight portion and required super elevation in curves are to be maintained for smooth and safe movement of traffic.

[d] ADJUSTMENT OF JOINT GAPS-

The joint gaps should be maintained as under:

The permissible value of gap in rail joint is 6mm with a tolerance limit of [+] or [-] 2mm. If any deviation from the permissible tolerance limit is noticed, then it should be adjusted by pulling back the rail in the opposite direction.

[e] MAINTENANCE OF POINTS & CROSSING-

[1] Points and crossings should be with in 1 in 20 cants.

[2] The gauge should be uniform except at a point just ahead of toe of the switch there it will be slightly slack enough to house the tip of tongue rail.

[3] The clearance, at the heel of switch, at check rail and wing rail must be maintained.

[4] Packing under the sleepers should be checked. It must not be loose /defective especially under the crossing and the switch.

[5] The chairs and fastening and all other fittings must be checked properly. The chairs' /loose/missing fittings are to be tightened [as required] /replaced immediately if worn out.

[6] Creep anchors must be checked regularly and creep should not be allowed.

[7] Condition of stock and tongue rails should be carefully examined. Bent tongue rail should be straightened wherever possible. Badly worn out and damaged stock and tongue rails are to be replaced by serviceable ones. Lubrication of the gauge face of the tongue rail should be kept tight except those of the heel of loose type switches, where the first two bolts in switch rail should be finger tight and the other two in the lead rail spanner tight .cleaning and lubrication of side chairs are to be done periodically.

[8] Gauge over the turn outs are to be maintained uniformly. Track portions on concrete sleepers shall preferably be maintained by packing the ballast. Found defective will be changed.

[f]INSPECTION OF CURVES AND THEIR MAINTENANCE-

The curves are to be inspected periodically [once at least in three months] and super- elevation and versine will be corrected, whenever and wherever required. A detailed corrective action shall be done in consultation with Engineer In –charge.

[g] PICKING UP SLACKS-

Picking up slacks has to be done where the alignment is kinky or top level is uneven to restore the track to normal condition. The lifting up of sleepers should be done as in through packing. Care is to be taken that the packing of adjacent sleepers do not get disturbed.

[h] LUBRICATION OF FISH PLATED JOINTS- should be done once a year.

[i] SIGNALLING WORK- L.C. Signaling, operation & maint. Work is to be done.

[j] CLEANLINESS OF TRACK-

For easy visual of all fittings and fixtures, the grass, weed and unwanted debris in the track up to cess will be removed.

[k] All maintenance spares fitments and fasteners and all track materials [excluding ballast] shall be supplied by LANCO at their stores free of cost to the contractor. Collection and transportation of the above material to the required site shall be contractor's responsibility.

[l] As the SEC Railway will move the traffic on the siding track owned and maintained by LANCO, the same is required to get approved by SEC Railway. The formal application for the same and payment to railway will be made by LANCO contractor has to assist LANCO in actual inspection & getting clearance certificate by SEC Railways.

[m] An annual maintenance programme will be made out for each year and a monthly programme will be made out by the last day of the previous month in consultation with LANCO in charge. The contractor will intimate the progress of implementation of the monthly programme by the 10th of the following month and the short fall will be carried forward. The progress of implementation of annual programme will be monitored every month so as to complete it within the year. A monthly report on compliance and short fall shall be submitted by project manager.

[n] The PWI shall submit detailed report on consumption of spares and consumable stock in hand and forthcoming requirement of track maintenance.

[o] The track are to be maintained periodically [once at least in three months] and super elevation and versine will be corrected by spreading of stone ballast with packing and cess formation. Also removal of bushes cleanliness of drain is to be maintained periodically. A detailed corrective action shall be done in consultation with Engineer in-charge.

[p] SHUNTING WORK-

Shunting work of rakes is to be done round 'O'clock for three placement unloading and engine reversal operation.

[q] All materials, spares and consumables etc (under the scope of LANCO) shall be issued normally once in a month during first week of the month at LANCO store. Transportation of the material to

the contractor's work place including preservation and safe custody shall be the responsibility of the contractor.

[r] Contractor will place demand for the above items at least 25th of the previous month. Liaisoning for railway operation is in the scope of vendor.

[s] The contractor shall submit the reconciliation statement for every month for 10th of following month along with consumption statement separately for track. In case of shortage of material, cost of material shall be recovered from the RA bill of the contractor of the concerned month. This is full and final reconciliation of spares for the concerned month.

[t]REPAIRS ARISING OUT OF ACCIDENT AND DERAILMENT-

(i)Contractor will be responsible for the safety of LANCO'S rail system.

(ii) In case of accident /derailment the contractor will take possible steps to restore normalcy including repair of track and wagons at the earliest. All spares for the re railment and repairs for track and wagons will be supplied by LANCO free of cost to contractor.

(iii)Requisitioning of railway crane (if required) shall be arranged and paid for by LANCO.

(iv)In case it is found that contractor negligence to derailment, cost of re railment may be recovered on the basis of joint finding report from the contractor.

[U] Any demurrage due to track problem will be paid by LANCO and will be deducted from the contractor's bill.

[V]Incase of fracture of rails and failure of welding of rails contractor will arrange to change the rail and alumino Thermit welding of rails will be scope of contractor.

Special term & conditions

- 1) Contractor shall provide sufficient manpower as per the need of the system and railway maintenance norms in all the respects i.e. man power and schedule of maintenance.
- 2) All preventive, breakdown maintenance job shall be attended with in stipulated time as direction by the execution in charge. The entire work shall be carried out as per specification & to the satisfaction of execution in charge.
- 3) The contractor or his authorized representative shall report to Execution in charge in the morning & shall leave the site only after submitting the daily progress/completion report.
- 4) All tools & tackles, special tools for track maintenance, measuring instruments ordinarily used shall be arranged by the contractor.
- 5) Contractor shall be responsible for the safe custody of all the materials, consumables, spares, tools, etc., issued to him. The owner shall provide space for storage of the materials, tools &

plants. The contractor however shall provide box lockers; lock etc. to his staff for safe custody of items.

- 6) Safety of the track & personnel working at location shall be ensured by the contractor.
- 7) Contractor shall provide cell phones to supervisor for effective communication during execution of work.
- 8) The contractor shall be fully responsible for the safety of their workmen and shall take necessary safety appliances such as helmets, safety belts, Gumboots and hand gloves etc. to the workmen as per LAPPL Safety rules enforced from time to time during the contract.
- 9) The contractor shall be fully responsible for all risks involved, liabilities and obligations arising out to this contract under provision of law in force from time to time.
- 10) Contractor has to adhere the IMS (Integrated Management System) policy norms.