

TENDER FOR COAL HANDLING & UNLOADING

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

INVITATION TO TENDER AND INSTRUCTIONS TO BIDDERS

1. The Bid should be an unconditional acceptance to the terms and conditions as contained in the Tender Document.
2. The Bidder shall have either coal transportation or coal handling experience along with liaisoning experience with SECL Bilaspur, SECL's coal mines & associated area offices/sidings, CIL Kolkata as well as South Eastern Central Railway (SECR) in the State of Chhattisgarh. The Bidder shall be required to submit all the documents (Contract/work order 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 Document Should be addressed to:

Commercial & Fuel Head

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

Scope of Work:

The scope of work shall include handling, coordination and liaisoning in all aspects with SECL Bilaspur, SECL's coal mines & associated area offices/sidings, CIL Kolkata as well as South Eastern Central Railway (SECR) in the State of Chhattisgarh 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. Additionally, the Bidder scope of work shall include 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 operations.

The quantity allocation from SECL (as per FSAs) is expected to be around 1.3395 Million Metric Tonnes per Annum in its Unit 1 and around 1.445 Million Metric Tonnes per Annum in its Unit 2. The Quantity mentioned above is a tentative quantity. The monthly scheduled quantity shall be 1/3rd of the quarterly quantity. The Quarterly quantity shall be as per ACQ specified in the FSAs, 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. Bidder 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. Bidder 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. Bidder to ensure that -100 mm size coal is loaded into the rakes.
3. Bidder shall ensure that coal is supplied through covered Railway wagons (railway wagons are properly covered with Tarpaulin or other means) beyond the mine area upto the unloading point of LAPL power station and ensure compliance as per the MOEFCC Gazette Notification dated 21.05.2020. Further, Bidder shall ensure compliance of the SECL's Notice bearing Reference No. SECL/BSP/M&S/RailOprn/1214 dated 25.07.2023 related to the order of the Hon'ble NGT Principal Bench, New Delhi dated 25.03.2023 regarding transportation of coal through railway rakes.

4. Bidder shall preferably ensure BOBRN rakes shall be placed for loading.
5. Bidder 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. Bidder shall coordinate and supervise at loading points and at mine sidings for loading right quantity and quality of coal free from stones, mud etc. with right sizing without any delay / without any under loading & shortage in quantity. Bidder shall ensure minimum shunting and no additional charges are levied by SECL/SECR. To minimize any delay in unloading of rakes at Track Hopper, the Bidder shall ensure that there should be a time gap of minimum six (6) Hours in receipt of back to back rakes from SECL/SECR in any single day.
7. Bidder 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 Bidder shall, handle and liaison in all aspects with SECR officials to waive-off/reduce demurrages to much lesser extent every month. The Bidder shall coordinate with SECL & Railways for credit notes and recovery/ refund of the amount to the LAPL in a timely manner. In case the money is not credited within the stipulated time, appropriate action shall be taken by LAPL against the Bidder.
8. Bidder 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. Further, the Bidder shall ensure that no sick wagons are placed for loading & transporting of the coal. The Bidder 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. Bidder 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. Bidder to ensure that full load rakes are always supplied to LAPL. In case of any overloaded rake(s), which could lead to any adjustment at Siding or Korba Railway Station, the Bidder's representative shall ensure the smooth completion of such adjustment work without any consequent delay in receipt of rakes at LAPL plant.
10. The coal shall be supplied by SECL from any of the coalfields under SECL area. Bidder should ensure to get maximum coal supply only from Korba Coal Fields.
11. Bidder 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. Bidder shall ensure monthly/quarterly/annual Coal Reconciliation (including debit, credit notes based on the quality of coal) between LAPL & SECL, Bilaspur and all concerned SECL area mines/sidings.
13. It shall be Bidder'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 Bidder's bill (for the reasons attributed solely to the Bidder) for unloading of coal at the Plant. Further, any penalty levied by Railways on account of not covering of rake with Tarpaulin shall be recovered from the Bidder.

In case any welded boxes of BOBRN/BOXN rake(s) are received at unloading point, it shall be the Bidder's responsibility to immediately open such welded boxes and to commence the unloading of coal at the earliest. In case any DC/ENHC gets levied on LAPL due to delay in opening of such welded boxes by the Bidder, the same shall be recovered from the Bidder. Bidder must depute minimum 04 manpower during the loading of rake at SILO and minimum 10 manpower during the loading of rake at Siding/Wharf. The Bidder shall be responsible for timely collection of original copies of RR and Coal Invoice from SECL/SECR officials and submit at LAPL Plant office within 24 Hours of dispatch of rake.

14. Currently, the allocation of rakes for power generating plants is being done in weekly Sub-group meetings comprising representatives of Ministry of Coal, Ministry of Power, CEA, CIL, subsidiaries of CIL such as SECL, Railways, power generating plants etc. In case in future, the rake allocation is directly done by SECL/SECR i.e. not through sub-group meetings, then in such an event, the following conditions shall apply:

- (i) Bidder have to ensure that Rake supply Materialisation percentage (%) of linkage coal shall be minimum 75% on yearly basis and with a minimum of 65% in non-monsoon season and 55% in monsoon season per month.
- (ii) Further, 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.
- (iii) Hold amount (if any) shall be released in the last bill of the yearly contract if 75% materialisation is met or else it shall deducted.
- (iv) Railway receipt (RR) weight shall be considered for all purposes (billing and deductions, if any).

15. Allowed moisture percentage (%), to be calculated on monthly weighted average basis as follows:

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 (ARB) for the coal received at the power station in a month (Unit-wise).

Minimum guaranteed GCV (ARB):

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

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

In case of continuation of rainy/monsoon season in October month, LAPL reserves its right to extend the same upon request of the Bidder, in such an event, GCV (ARB) during October shall be same as applicable during July to September period.

Deduction in case of any deviation from minimum guaranteed GCV (ARB):

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 in Rs. 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 (PartI/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 shall be done by a Third Party Sampling (TPS) agency (parties approved by the Central Government, preferably QCI or any other reputed agency), who shall submit an analysis report. 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 TPS for Total moisture, Moisture on equilibrated basis, for computation of GCV (ARB) shall be final and binding for all the computations of deductions as per above Clause No. 15 & 16.

18. Bidder shall have their local office at Bilaspur/Korba and their representative shall meet LAPL officials daily for proper coordination of work.
19. Bidder shall provide daily MIS report, as per LAPL format.
20. Bidder 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 works are hereby stipulated to be under the scope of the Bidder for the coal handling & Unloading work but not limited to in the Coal Handling Plant at LAPL, Korba:

1. Bidder 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 Bidder and shall be deducted from Bidder'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 Bidder.
4. Bidder 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. Bidder shall be responsible for the co-ordination with Railway staff and arrange & facilitate for timely deployment of manpower & placement & withdrawal of the rakes.
6. Bidder 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. Bidder 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. Bidder 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 Bidder's bill with additionally 22 % overheads.
10. Coal boulders/ Stone boulders of each wagon shall be broken and cleared by Bidder's Labour workforce. In any case, it should not hamper or obstruct the unloading work.
11. The Track Hopper and nearby area around the Track Hopper (upto 10 m max) shall be maintained by the Bidder. 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. Bidder shall ensure deployment of minimum 0 nos. labourers for unloading BOBRN wagons and 120 nos. labourers for BOXN wagons with minimum 1 or 2 supervisors with the labour force.
13. The Bidder shall deploy persons (Stone/boulders/foreign materials Pickers & Sergeants) having more than 05 years' experience for this kind of work of stone picking from the 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.
14. The specification of Conveyor belts are: • 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 Bidder and no additional cost towards it shall be claimed by the Bidder.

16. It is the responsibility of the Bidder to ensure that all the foreign materials from coal are removed from the running/idle conveyor at CHP.
17. The Bidder 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 Bidder 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 Bidder 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 work order shall be immediately terminated.
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 than 400 Meters 3mm tight to 15mm slack
 - d. On curve with radius of less than 400 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 Bidder. Collection and transportation of the above material to the required site shall be Bidder'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, however, the Bidder have 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 Bidder 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 Bidder's work place including preservation and safe custody shall be the responsibility of the Bidder.
- h. The Bidder 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 Bidder of the concerned quarter of the year. This shall be full and final reconciliation of spares for the concerned quarter of the year.

37. REPAIRS ARISING OUT OF ACCIDENT AND DERAILMENT-

- a. Bidder shall be responsible for the safety of LAPL'S rail system.
- b. In case of accident /derailment the Bidder shall 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 Bidder.
- c. Requisitioning of railway crane (if required) shall be arranged and paid for by LAPL.
- d. In case it is found that Bidder's negligence to derailment, cost of re-railment may be recovered on the basis of joint finding report from the Bidder.
- e. Any demurrage due to track problem will be paid by LAPL and will be deducted from the Bidder's bill.
- f. In case of fracture of rails and failure of welding of rails, Bidder shall arrange to change the rail and alumino Thermit welding of rails will be in the scope of Bidder.

38. Coal Handling

In case, if any wagon of coal rake remained un-open due to technical snag, the Bidder should immediately follow with C&W staff of Korba/SECR and ensure that the wagon shall be unloaded smoothly without any Demurrage Charges. In case any Demurrage Charges gets levied on LAPL due to inaction of the Bidder to resolve such technical snag, LAPL shall be entitled to recover the same from the Bidder's monthly bill.

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 levelled 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 Bidder 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 & Conditions:

1. All tool/kits & safety material which will be required for execution of total scope of work shall be arranged by Bidder 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) Pickaxe: 10 nos.
 - j) Sufficient Shovels.
 - k) Wooden plank: 20 nos.
 - l) All types of tools and tackles for stone picking

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

2. Bidder 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 term of the work order. Safety of the equipment & personnel working at location shall be ensured by the Bidder.

3. One safety officer shall be engaged by the Bidder on daily basis whenever the rakes are received, for ensuring the safety of its workmen at site when coal unloading is in progress.
4. Bidder shall ensure the compliance of safety and all statutory regulations covering of labour License, Insurance of all work men and Bidder shall follow other LAPL rules and regulations.
5. Bidder 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. Bidder shall take all precautions to avoid any incidence/accident with Bidder's labours/supervisors or damages of machine/OHE. Bidder shall 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 to the workforce of the Bidder. All the liabilities on account of any accident occurred during the execution of the work, will be borne by Bidder and compensation shall be paid as per Govt. law/rules by the Bidder.
7. All consumables shall be arranged by the Bidder. DA & O2 gas are in the scope of the Bidder. 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 Bidder.
9. Bidder shall make his own arrangement for transportation of boulders, stone & foreign materials.
10. Bidder 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 Bidder however, shall provide box lockers; locks etc., to his staff for safe custody of items.
11. In the event of the failure of the Bidder 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 Bidder.
12. The Bidder shall ensure the availability of minimum manpower as per work order in each shift for taking up day to day works. Bidder 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. Bidder shall provide cell phones to all supervisors for effective communication during execution of work.
14. Bidder shall be fully responsible for all risks involved, liabilities and obligations arising out to this work order under provision of applicable laws in force from time to time.
15. Bidder has to adhere the IMS (Integrated Management System) policy norm.

16. Payment of all workers shall have to be made by the Bidder only through Banks. This is essential and is a special term and condition.
17. Bidder 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 only the Bidder.
18. If any penalty is imposed on the Occupier/Factory Manager, due to negligent non-compliance of statutory requirements by the Bidder, as per applicable laws; the payment of the same shall be recovered from Bidder's bill.
19. Bidder 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(s) smooth operation of the rake unloading. All disputes / labour issues, if any, arising during the unloading shall be resolved by the Bidder.
20. Bidder shall keep the record of attendance of each and every Labour before each shift every day even on holidays and festival days.
21. Bidder shall be responsible and bear all charges pertaining to labours, Govt. levies, Insurance agencies etc.
22. COMPENSATION TOWARDS ANY ACCIDENT

Bidder shall take all precautions to avoid any incident/accident with Bidder's labourers/supervisors or damages of machine/OHE. Bidder shall 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 Bidder and compensation shall be paid as per Govt. law/rules by Bidder.

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

D. ELIGIBILITY CRITERIA AND SUPPORTING DOCUMENTS:

Eligibility Criteria-

- (1) Bidder should have lifted/transported at least twelve (12) lakh tonnes quantity of coal in any one single financial year out of the last three (3) financial years through road mode from SECL's mines to any coal based power station; or
- (2) Bidder should have successfully completed any contract/work order for coal handling at SECL and coal rakes unloading work at any coal based power station with duration of at least one full year in any of the last three (3) financial years from the date of award of contract/work order by any coal based power generating company in the State of Chhattisgarh
- (3) "Affiliate" shall mean a Company that either directly or indirectly
 - i. controls; or
 - ii. is controlled by; or
 - iii. is under common control with

a Bidding Company.

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

(4) Affiliate(s) of a Company submitting the Bid are not allowed to submit another Bid under this Tender.

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

Supporting Documents-

(6) Brief synopsis on Bidding Company operations with address / telephone numbers etc. of the persons to be contacted for validation.

(7) Bidder(s) shall have to submit audited financial statements/latest GST return of all the last three (3) Financial Years.

(8) Bidder(s) shall have to submit/enclose copies of all applicable supporting documents such as contracts/work orders/completion certificates satisfying the eligibility criteria specified at above Points (1) and (2).

(9) Details of any dispute with suppliers / customers, if any, for the last 3 years.

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

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

Important Information for all Bidder(s):

1. LAPL reserves its right to examine the supporting documents submitted by the Bidder(s), evaluate the eligibility of the Bidder(s) and finalize the Bidder(s), at its discretion, as per its requirements.
2. Bidder(s) to ensure that all the documents pertaining to the Bid are submitted in the following manner:
 - (i) Documents pertaining to eligibility criteria are put in a separate sealed envelope marked “Technical Bid”.
 - (ii) Bidder(s) to put requisite EMD in a separate sealed envelope marked “EMD”.
 - (iii) Bidder(s) to fill their price bids at appropriate blank space specified as Handling & Unloading Bid Price along with all pages of the Tender Document duly signed and stamped by its Authorised Signatory in a separate sealed envelope marked “Price Bid”.
 - (iv) Bidder(s) to submit all the above three sealed envelopes in a large sealed envelope marked “Bid for Coal Handling and Unloading”
3. LAPL reserves its right to deposit the EMD amount of all the Bidder(s) in its Bank Account immediately after opening of the Technical Bids. Price Bids of only those Bidder(s) shall be opened, who have submitted the requisite valid EMD and qualify the eligibility criteria.
4. After the last date of Bid submission, any requests for withdrawal of Bids shall not be entertained & LAPL reserves its right to forfeit the EMD submitted by such Bidder(s).
5. Post opening of the sealed price bids, LAPL reserves its right to further negotiate the prices with Bidder(s). After the negotiations, in the event, LAPL requests the Bidder(s) to submit revised

sealed price bids, then in such an event, only downward revision in price shall be allowed in the revised sealed price bids. It is clarified that no upward revision in price shall be allowed in the revised sealed price bids. In such an event, LAPL reserves its right to decide on the selection of such Bidder(s) based on its earlier submitted sealed price bid and issue appropriate work order. In case of non-acceptance of work order by such Bidder(s), LAPL reserves its right to forfeit the EMD submitted by such Bidder(s).

Commercial Terms & Conditions:

1. Handling & Unloading Bid Price :

The Bidder shall be paid based on actual quantity of coal 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)

The price as mentioned above is fixed throughout the term of the work order period and no escalation in price 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.

Additionally, the above price quoted in Rs./tonne shall also be applicable for coal purchased by LAPL from e-auction/open market/imported coal transported through railway rakes.

2. Payment terms:

100% shall be payable on bills certified by EIC after adjustment of Penalties, if any on monthly basis within a period of 30 days from the bill generation date.

3. Penalty/Deductions:

- (A) **Materialisation percentage (%) in Rail mode-** Currently, the allocation of rakes for power generating plants is being done in weekly Sub-group meetings comprising representatives of Ministry of Coal, Ministry of Power, CEA, CIL, subsidiaries of CIL such as SECL, Railways, power generating plants etc. In case in future, the rake allocation is directly done by SECL/SECR i.e. not through sub-group meetings, then in such an event, the following conditions shall apply:

- (i) Bidder have to ensure that Rake supply Materialisation percentage (%) of linkage coal shall be minimum 75% on yearly basis and with a minimum of 65% in non-monsoon season and 55% in monsoon season per month.
- (ii) Further, 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.
- (iii) Hold amount (if any) shall be released in the last bill of the yearly contract if 75% materialisation is met or else it shall deducted.
- (iv) Railway receipt (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 (ARB) for the coal received at the station in a month (Unit-wise).

Minimum guaranteed GCV:

In non-monsoon season = 3500 kCal/kg (1st Oct – 30th June)
 In monsoon season = 3200 kCal/kg (1st July – 30th Sept)

In case of continuation of rainy/monsoon season in October month, LAPL reserves its right to extend the same upon request of the Bidder, in such an event, GCV (ARB) during October shall be same as applicable during July to September period.

Deduction in case of any deviation from minimum 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 Bidder 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. Bidder shall also be penalized Rs. 10,000 for each occasion and same amount shall be deducted from Bidder’s monthly bill in case of noncompliance of safety norms of LAPL.
- Bidder 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 cost/amount of equipment/part of equipment shall be recovered from Bidder’s bill.

- Bidder 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 Bidder's bills.
 - Engine Haulage Charges (ENHC) and Demurrage Charges (DC) shall be recovered from the Bidder's bill (for the reasons attributed to only Bidder) for unloading end.
4. **Term of work order:** The validity of the work order shall be upto one year from the effective date of commencement of the work order.
5. **EMD for participation in Tender:** The amount of EMD will be Rs. 50 Lakhs for participation in the Tender and the Bidder need to submit it in the form of DD from a nationalized Bank in the favour of "Lanco Amarkantak Power Ltd or through NRFT/RTGS mode. EMD of unsuccessful Bidder(s) shall be returned/refunded back after the conclusion of the Tender process.
6. **Contract performance Bank Guarantee:** The successful Bidder within Seven (7) days from the date of Award/Contract/Work Order issuance shall submit a Contract Performance Bank Guarantee for an amount of Rs. One Crore in the form of Bank Guarantee of a nationalized Bank in favour of "Lanco Amarkantak Power Ltd".

GENERAL TERMS & CONDITIONS

1. STATUTORY COMPLIANCE

The Bidder shall be solely liable for all Statutory Compliances in respect of all applicable laws which inter alia 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. BIDDER'S WARRANTIES & REPRESENTATIONS

The Bidder 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. BIDDER'S OBLIGATIONS/LIABILITIES

- (a) Neither the work order, nor any right or obligation hereunder may be assigned, in whole, or in part, by the Bidder without prior permission of LAPL.
- (b) All the confidential information or data supplied by LAPL to the Bidder in connection with the service being provided by the Bidder shall remain the property of LAPL or its licensors. If the confidential information is disclosed by the Bidder to an unauthorized third Party, the Bidder agrees to indemnify LAPL from and against the same.
- (c) The sole responsibility of the performance of the sub-contractor, if any rests with the Bidder and the Bidder 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 Bidder but such enforcement shall not absolve the Bidder from any liability.

- (d) Indemnify LAPL from and against all actions, suits and proceedings by the third Party for the acts/omissions of the Bidder and all costs, charges, expenses, losses, damages, duties, taxes, penalties, levies, and all other liabilities which LAPL may be liable to pay, incur or sustain as a result of performance or non-performance, observance or non-observance by the Bidder of any of the terms and conditions of the work order.
- (e) If the Bidder fails to provide the Services within agreed time, the Bidder shall indemnify 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) Bidder to mandatorily comply with all the applicable laws and regulations and advise 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 Bidder 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 Bidder.

4. ENTIRE AGREEMENT

- (a) The 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 the work order shall be in writing and signed by authorised representatives of both Parties.
- (c) Notwithstanding the date of execution of the work order, the Bidder shall be liable for fulfilling its obligations under the work order within the time stated in the work order.

5. FORCE MAJEURE

- (a) If any time during the continuance of the work order. the performance in whole or in part by either Bidder 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 Bidder concerned (hereinafter referred to as "the eventuality"), then notice of such eventuality shall be given by the affected Bidder to LAPL within seven (07) days from the date of occurrence thereof.
- (b) If the performance in whole or part of any obligation under the work order is delayed by reason of any such eventuality for a period exceeding fifteen (15) days, LAPL have the right to terminate the work order.

6. TERMINATION

- (a) The work order shall be terminated immediately and the security deposit shall be forfeited/adjusted by LAPL without any prior notice and without any compensation under the following Circumstances:
 - (i) Bidder becomes insolvent; or

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

7. WAIVER OF RIGHTS

No forbearance, delay or influence by the Bidder in enforcing any of the provisions of such work order shall prejudice or restrict the rights of LAPL 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 Bidder is exclusive of any other right, power or remedy available to Bidder and each right, power or remedy shall be cumulative. Any time concession or indulgence granted or shown by LAPL to the Bidder as regards any of the terms of the work order will not prejudice LAPL's rights under such 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 the 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 Bidder at the last known place of business or by facsimile or email 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 the issued work order pursuant to this Tender Document, 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 such work order, or the breach, termination or invalidity thereof shall be referred to NCLT, Hyderabad Bench or appropriate legal authority (in case it cannot be referred to NCLT, Hyderabad), at the discretion of LAPL.
- (c) The issued work order shall be construed in accordance with and governed by the laws of India.

11. NO PARTNERSHIP OR AGENCY:

The Agreement under the issued work order pursuant to this Tender Document shall be on a principal-to-principal basis and shall not create any employee-employer relationship between the parties. The Bidder 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.

12. AMENDMENT / MODIFICATION:

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

13. LANGUAGE:

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

14. CONFIDENTIALITY:

All information shared between LAPL and the Bidder pursuant to the work order issued under this Tender Document shall be confidential by the Parties.

15. INSURANCE:

The Bidder shall have 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.

16. ENGINEER-IN-CHARGE (EIC):

LAPL shall be EIC for the whole work order and HOD (CHP), LAPL shall be the Engineer– in – charge (EIC) for Scope-B of the work order.

17. BILLING ADDRESS:

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

18. INDEMNITY:

Bidder shall keep LAPL indemnified from all liabilities resulting out of this work order and act of his workmen.

19. MISCELLANEOUS:

- (i) Bidder has seen and understood the site conditions and quantum of work.
- (ii) All tools and tackle, consumables required for above said job is in the scope of Bidder.
- (iii) Bidder shall submit certified copies of the following having up to date and valid (in duplicate) within three days of release of the work order under this Tender Document viz:
 - Copy of service tax registration
 - Copy of PAN No. /Latest Income Tax clearance Certificate

- (iv) The Bidder shall be responsible to provide sufficient and suitable manpower (skilled, semiskilled and unskilled) as required to successfully do the job.
- (v) The work order issued under this Tender Document shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and assigns of the parties, of the Bidder, as the case may be.
- (vi) In the event of any conflict between the provisions of this Tender Document or work order and other correspondence/letters exchanged between the parties, the terms of the work order issued to the Bidder shall prevail.
- (vii) Bidder shall be responsible to ensure discipline among its manpower during the execution of the work order issued under this Tender Document. In case, LAPL observes any lack of discipline in any of the man power of the Bidder, LAPL may remove such man power from the premises & the Bidder shall have to provide replacement within 24 hours of such removal.
- (viii) Bidder 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 financially or otherwise.
- (ix) Bidder shall submit the papers as evidence of registration of his manpower with labour department & arrange also of insurance, as per applicable laws.
- (x) In case there is any loss or damage to LAPL property, assets & equipments due to acts of Bidder's manpower, then LAPL reserve the right to recover such losses from the future payments to be made to the Bidder.
- (xi) If any of the manpower of the Bidder indulges in theft or any illegal / irregular activities or misconduct, the Bidder shall have to take appropriate action against such manpower.
- (xii) No personnel of the Bidder shall disobey the instructions of the LAPL & shall never leave the designated location without prior approval of LAPL.
- (xiii) The Bidder has to ensure that the manpower supplied should have qualification & skills as required to do the job. LAPL may reject any person who is not meeting such requirements & may request for replacement.
- (xiv) The Bidder 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.
- (xv) Bidder shall be responsible in case of any loss/damage to third party (whether to property or to person) by manpower supplied by the Bidder.
- (xvi) Bidder shall have to submit the photocopies of PAN card, Sales tax registration /GST registration certificates, details before starting the work under the work order issued to it.