

Tender No: LAPL/IMPORTED COAL/22-23/01- Amendment 01

Dated 20/05/2022

Last Date:31/05/2022

## **NOTICE INVITING TENDER (NIT)**

**Date: 20<sup>th</sup> May 2022**

### **Instructions for Submission of Bid**

**(Supply of 1,95,000 Metric Tons of Imported Non – Coking Coal on LAPL Plant  
Delivered Basis through Indian Railway (BOBRN/BOX-N Wagons))**

**LANCO AMARKANTAK POWER LIMITED Enquiry/NIT  
Reference No: LAPL/Imported Coal/2022-2023/01-  
Amendment 01**

**Issue Date: 20<sup>th</sup> May 2022**

**Offer Submission Date: 31<sup>st</sup> May 2022**

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1. M/s Lanco Amarkantak Power Limited (“LAPL”) is a coal based 600 MW (2 x 300 MW) Thermal Power Plant at Village Pathadi, Korba District, Chhattisgarh, India.
2. **M/s Lanco Amarkantak Power Limited hereby invites bids for supply of 1,95,000 MT of Imported Non-Coking Coal on plant delivered basis. Delivery schedule is as per Exhibit -2.**
3. The Scope of work includes supply of coal through **Indian Railway Wagons (preferably BOBRN)** from any Indian port(s), and the successful bidder shall have to carry out handling of coal cargo till the final delivery at the **Power Station of LAPL** located at Village Pathadi, Korba District, Chhattisgarh India. The power station has its own Railway Siding –PLPU, where rakes will be unloaded. Unloading of Coal at Power Station end from Railway Wagons shall be arranged by LAPL. The detailed terms & conditions are provided in the **Exhibit 5** enclosed herewith.
4. The prospective bidders shall submit their Techno – Commercial offer, in line with the provision of the bidding documents.
5. Bidders to quote rates on separate sheets for coal supply through BOXN and BOBRN rakes. Due to logistics constraint at the plant end, bidders offering supply through BOBRN rakes will be preferred.
6. **The offer/bid should be valid till 30<sup>th</sup> June 2022. Bids with shorter validity period shall not be accepted. However the rate/price quoted by the successful bidder shall remain firm till the tenure of the contract.**
7. The cost on account of preparation and submission of bid, negotiations, discussions etc., as may be incurred by the Bidder in the process are not reimbursable by LAPL, and LAPL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
8. LAPL reserves the right to reject any or all bids, wholly or partially, and to annul the bidding process without assigning any reasons whatsoever, at any time prior to award of contract, and in such case no bidder/intending bidder shall have any claim arising out of such action.
9. The Imported Non-Coking coal specifications shall be as per **Exhibit 1** and the Imported Non-Coking Coal to be supplied in accordance with the delivery schedule as per **Exhibit 2**. The delivery schedule and timely supply is essence of the contract.
10. The prospective bidders shall submit their price bid giving complete price break-up for various components as per **Exhibit 3**.

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11. The prospective bidders shall submit Earnest Money Deposit (EMD) @ INR 50 per MT (INR Ten per Metric Tons Only) in the form of Bank Demand Draft favouring '**Lanco Amarkantak Power Limited**', payable at par along with their offers. **The EMD shall not bear any interest.** Offers without requisite EMD or insufficient EMD shall be summarily rejected. **LAPL reserves the right to reject the offers without requisite EMD or insufficient EMD.**
12. **Rate**
- You are requested to quote your best possible Rate, along with the breakup, for the Supply of Coal to Lanco Amarkantak Power Plant.
  - The Rate quoted by the bidders shall be on **Plant Delivered Basis** and shall include the Cost of Coal + Insurance + Freight (CIF), Port Handling Charges, Wharfage & Stevedoring Charges, Commercial & Other Taxes, GST, Entry Tax, Government Levies, GST Compensation Cess, Statutory Charges, Transportation Charges, Clearing & Forwarding Charge, Incidental Expenses and all other charges.
  - No Price escalation whatsoever shall be allowed on any ground.
13. **Qualifying Criteria & Other Details:** Bidders having minimum annual turnover of Rs. 50 Crores during any of the preceding five financial years, with experience of supplying imported coal to Power stations on plant delivered basis in Indian Railway Rakes in BOXN and/or BOBRN Wagons, can participate in this tender, for which they would provide documentary evidence and requisite credentials. Bidders are requested to provide the following information with all relevant details & supporting papers:
- Brief synopsis on Indian operations with address / telephone numbers etc. of the persons to be contacted for validation, if required.
  - The Bidder should have annual turnover of minimum INR 50 Cr in any of the five (5) Financial Years i.e. FY 2017-18 to FY 2021-22.
  - Bidders must offer to supply quantity of 1,95,000 MT to be eligible under this tender document.
  - The Bidder should have experience of imported coal supply at least 40% of the quantity required by LAPL (40% of 1,95,000 MT) on annual basis in any year during last 5 years (Enclose copy of contracts/agreement as documentary proof along with the tender).
  - **The Bidder should have accepted all the terms and conditions of the tender document. Bidders are required to submit a copy of this enquiry document signed on each page as token of acceptance of all terms & conditions.**
  - Scale of operations in India with year-wise coal supply for the last 5 years
  - Name of major customers during the last 5 years with order details along with address / telephone numbers etc. of the contact persons of the customers to be contacted for validation, if required
  - Brief Information on the organizational structure, financial strength supported with

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annual reports for the last 5 years.

- Details of any dispute with suppliers / customers, if any, for the last 3 years.
- The Management reserves the right to add/amend these qualifying criteria at its sole discretion.
- Any other information.

An indicative format for submitting Bidder's Credentials is attached as **Exhibit 4**.

14. The bidder are requested to submit their offer/bid (signed and stamped copy of tender) alongwith all the documents as required as per the tender in a **sealed envelope only** at our Corporate Office as per the address given below:

**Fuel Head**

Lanco Amarkantak Power Limited  
Plot No 397, Udyog Vihar  
Phase III, Gurgaon – 122 016

For any clarifications pertaining to the enquiry you may contact:

**Fuel Department**

Lanco Amarkantak Power Limited  
Plot No 397, Udyog Vihar  
Phase III, Gurgaon – 122 016  
Cell No: +91-9560514445

**[Authorized Signatory]**

**Enclosures:**

1. Exhibit 1: Imported Non-Coking Coal Specification
2. Exhibit 2: Delivery Schedule
3. Exhibit 3: Format for Submission of Price Bid
4. Exhibit 4: Format for Submission of Bidder's Credentials
5. Exhibit-5: Draft Purchase Order

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Last Date:31/05/2022**Exhibit 1: Imported Non-Coking Coal Specification**

Technical Specifications	Unit	Specifications
GCV [ARB]	Kcal/kg	4,500
Total Moisture [ARB] (Max) + Ash (ADB) (Max)	%	35%
Total Sulphur [ADB]	%	<1%
Inherent Moisture [ADB]	%	To be quoted by the bidder
Ash Content [ADB]	%	To be quoted by the bidder
Volatile Matter [ADB]	%	To be quoted by the bidder
Ash Fusion Temperature	°C	To be quoted by the bidder
HGI [Min]	%	To be quoted by the bidder
Size [0 to 50 mm]	%	To be quoted by the bidder

**Note: 1) The above mentioned GCV [ARB - 4500 Kcal/Kg] should be met on each rake basis, if the above GCV [ARB] is not met on each rake basis, the penalty will be applicable as per clause no. 11 mentioned in the Exhibit – 5.**

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The monthly break-up of the coal quantity is given below:

Month	Coal Quantity (Based on receipt in the plant)
Upto June 2022	1,00,000 ± 5%
July 2022 – Aug 2022	80,000 ± 5%
Sept 2022 – Oct 2022	15,000 ± 5%
<b>Total</b>	<b>195,000 MT ± 5%</b>

Note:

Imported coal supply to LAPL shall start by 15.06.2022.

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S. No.	Particulars	Unit	Value	
			Figures	Words
A	Landed Price at LAPL (Plant Basis) excluding GST	INR/MT		
B	Landed Price at LAPL (Plant Basis) including GST	INR/MT		
C	GCV (ARB) Offered	KCal/Kg		
D	Price/GCV (ARB) (B/C)	INR/GCV		

**Note 1:** Landed Price at LAPL (Plant Basis) mentioned in SL# (A) is inclusive of Cost of Coal + Insurance + Freight (CIF), Port Handling Charges, Wharfage & Stevedoring Charges, Commercial & Other Taxes, GST, Entry Tax, Government Levies, GST Compensation Cess, Statutory Charges, Transportation Charges, Clearing & Forwarding Charge, Incidental Expenses and all other charges.

**Note 2:** The evaluation of the Price Bid will be done on the Landed Price of Imported Coal in INR per GCV (ARB) as mentioned above [i.e. INR per Million Calories] delivered at Lanco Amarkantak Power Plant inclusive of taxes, duties & levies.

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**Exhibit 4: Format for Submission of Bidder's Credentials**

Sr. No.	Particulars	M/s .....
1.0	Month/ Year Of Incorporation	
2.0	Type of Company (Public Limited, Private Limited etc.)	
3.0	CMD	
4.0	Name Of the Group	
5.0	Registered Office	
6.0	Tonnage Coal Supplied*	
6.1	2021-22	
6.2	2020-21	
6.3	2019-20	
6.4	2018-19	
6.5	2017-18	
7.0	Turnover Details*	
7.1	2021-22	
7.2	2020-21	
7.3	2019-20	
7.4	2018-19	
7.5	2017-18	
8.0	Net Profit (PAT)*	
8.1	2021-22	
8.2	2020-21	
8.3	2019-20	
8.4	2018-19	
8.5	2017-18	
9.0	Bankers Details	
10.0	Auditors Details	
11.0	Other Businesses, if any	1. 2. 3.
12.0	Major Clients* (with similar Job & Tonnage Handled)	1. 2. 3.
13.0	Disputes Details, If Any	

\* Proof of details required with supporting documents &amp; experience Certificates, etc.



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**Exhibit 5: Draft Purchase Order**

Ref. No: LAPL/Imported Coal/2022-23/01

Date:.....

## Draft Purchase Order

To,

.....  
.....  
.....

Kind Attention: Mr. ....

**Sub:** Purchase Order for Supply of 195,000 MT Imported Non-coking Coal through Indian Railway [BOBRN and/or BOXN] Wagons on Plant delivered basis to Lanco Amarkantak Thermal Power Station located at Village – Pathadi, PO Tilkeja, District – Korba, Chhattisgarh, India.

Dear Sir,

With reference to your final offer dated....., subsequent discussions & clarifications and your willingness to supply Imported Non-coking Coal, we are pleased to issue this Purchase Order to M/s ..... on following terms & conditions.

**1. Preamble:**

M/s Lanco Amarkantak Power Limited is a coal based 600 MW (2 x 300 MW) Thermal Power Plant at Village Pathadi, Korba District, Chhattisgarh, India.

With reference to aforesaid subject, we, M/s Lanco Amarkantak Power Limited (hereinafter referred as “LAPL”) are pleased to issue this Purchase Order (hereinafter referred as “PO”) on **M/s.....** (hereinafter referred as “Supplier”) for Supply of 1,95,000 MT Imported Non-coking Coal on Plant delivered basis to its 2 x 300 MW Lanco Amarkantak Power Limited (hereinafter referred as “LAPL”) located at Village – Pathadi, Korba District, Chhattisgarh.

The detailed terms & conditions are given below:

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Last Date:31/05/2022**2. Scope of Order:**

The Supplier shall supply 195,000 MT Imported Non-coking Coal of designated quality as per the specification as mentioned hereunder in Clause No.: 4 on Plant delivered basis.

The power station has its own Railway Siding (PLPU) where IR Rakes to be unloaded. Unloading of Coal at Power Station end from Indian Railway [**BOBRN and/or BOXN**] Wagons shall be arranged by LAPL.

**3. Quantity:**

The Supplier shall supply 1,95,000 MT MT of Imported Non-coking Coal through Indian Railway [BOBRN and/or BOXN] Wagons having specification as mentioned in Clause No.: 4 and in accordance with the delivery schedule as mentioned in Clause No.: 5.

**4. Coal Specifications:**

The Imported Non – Coking Coal specifications are tabulated below;

Parameters	UOM	Technical Specifications	
		Contracted	Rejection
GCV [ARB]	Kcal/kg	-	-
Total Moisture [ARB]	%	-	-
Inherent Moisture [ADB]	%	-	-
Ash Content [ADB]	%	-	-
Volatile Matter [ADB]	%	-	-
Ash Fusion Temperature	°C	-	-
Total Sulphur [ADB]	%	-	-
HGI [Min]	%	-	-
Size [0 to 50 mm]	%	-	-

**5. Delivery Schedule:**

The entire coal quantity of 1,95,000 MT MT is to be supplied upto October 2022, as specified in Exhibit 2: Delivery Schedule of the NIT, on Plant delivered basis.

If at any time, it is observed that the dispatches are not made by the Supplier within the agreed delivery schedule, LAPL shall have a right to claim damages will be at 0.50% of value of the nominal value for each week's delay or part thereof beyond the last day

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of the month on which the coal was scheduled to be supplied to the Supplier subject by the Supplier.

**6. Contract Performance Guarantee (CPG) :**

The Supplier has to submit Contract Performance Guarantee @ INR 500 per MT (for the quantity offered) through a Bank Guarantee/DD in favour of Lanco Amarkantak Power Limited and payable at New Delhi.

**7. Order Price:**

The per MT price for the supply of 1,95,000 MT MT of Imported Non-coking coal having the specifications as detailed in Clause No.: 4 and covering the Scope of Order as provided for in Clause No. 2.0 shall be **INR ..... per MT (Rupees .....Only)** including GST as applicable on Plant delivered basis.

The per MT price of coal as mentioned in above shall remain firm and valid for the quantity as mentioned in Clause No.: 3, under no circumstances LAPL shall be liable, for any escalation in the Order price, over and above the Order price as specified above.

The total order value payable under this Order considering the maximum supply of 1,95,000 MT MT of Imported Coal @ **INR..... per MT** (Plant Delivered Basis) shall be **INR ..... Crores** (INR .....Only) including GST. This total value of the Order as specified above has been arrived on the basis of per MT Order price as mentioned above and is subject to the actual quantity of coal supplied under this Order.

The contract currency shall be in INR only.

**8. Letter of Credit (LC) by LAPL:**

M/s LAPL shall submit a sight Letter of Credit (LC) for INR ..... (Rupees only) to Supplier of imported coal including GST within 7 days from the issuance of PO for securing payment against the supply of Imported Non – Coking Coal.

Payment shall be released on rake to rake basis through LC (sight).

**9. Quantity Determination:**

Quantity of Imported Coal shall be determined at the Plant. The Imported Coal delivered shall be weighed at the Weighbridge at Plant and the weight recorded shall be taken as final. In case Plant weighbridge is out of order, Railway Receipt (RR) shall be deemed final for final reconciliation purpose. The coal will be weighed Rake wise at Plant weighbridge for the determination of quantity.

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It will be the responsibility of the supplier to inform LAPL about the Rake arrival time at Plant in advance.

LAPL shall arrange the calibration at Plant weighbridge if required.

In the eventuality of weight at the Plant weighbridge being more than the RR quantity (considering the entire order quantity), the final payment shall be restricted to the RR quantity. It will be the responsibility of the Supplier to inform the Rake arrival time at LAPL in advance in the prescribed format as per Annexure I.

**10. Quality Determination:**

Samples shall be drawn in accordance with the procedure laid down in IS:436 (Part I / Sec 1) - 1964, and any amendment thereof from time to time, of Indian Standard for METHOD FOR SAMPLING OF COAL AND COKE).

Determination of quality of Coal for the parameters prescribed under Clause No. 4 shall be done by the 3<sup>rd</sup> Party in our plant laboratory / 3<sup>rd</sup> Party own laboratory as approved by LAPL on rake to rake basis for the entire supplied quantity as per relevant ASTM/IS codes. The 3<sup>rd</sup> Party agency shall be appointed by LAPL. The cost of sampling and analysis by the 3<sup>rd</sup> party shall be paid by LAPL and shall be recovered from the Seller.

The Sampling of coal will be carried out at the receipt point before unloading of the rake. The coal samples collected from every rake shall be split into four parts. One such sample shall be analysed by mutually agreed 3<sup>rd</sup> Party in LAPL plant laboratory/ 3<sup>rd</sup> Party own laboratory. The second split shall be analysed by LAPL using their own resources. The third split sample shall be analysed by Seller using their own resources and the Fourth split sample shall be kept as referee sample and it will be kept under joint custody of LAPL, Seller's representative and the 3<sup>rd</sup> party appointed for sampling and analysis job.

Sampling shall be carried out in presence of your representative if available at the time of sampling.

Sampling and analysis shall be made in accordance with the latest revision of the relevant IS standards.

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Quality adjustment shall be applicable for deviations from the Contractual Specifications based on the analysis report received under Clause No 10.

If the Gross Calorific Value (GCV) on ARB as per sampling and analysis under Clause No. 10 is less than the contracted GCV on ARB, upto 499 Kcal/Kg from the contracted value, (i.e. between 4500 Kcal/Kg - 4001 Kcal/Kg) the order price will be adjusted as per the formula given below:

$$\text{Revised Price} = \text{Contracted Price} \times \left\{ \frac{\text{Actual GCV (ARB) Received}}{\text{Contracted GCV (ARB)}} \right\}$$

Quality will be calculated on rake to rake basis. However, quality adjustment shall be made on weighted average basis on monthly supplies as well as the entire contracted quantity.

***If the GCV (ARB) on weighted average basis for entire supplied quantity at LAPL end is above the contracted value, the portion above the guaranteed value shall be ignored for the above calculations.***

**\* If GCV (ARB) of the coal arrives at greater than the specified GCV (ARB), then payment shall be made considering the GCV (ARB) equal to the specified GCV (ARB) only.**

**Rejection on GCV (ARB):** If GCV (ARB) of any rake is below 500 Kcal/kg from the contracted GCV (ARB), such rakes shall attract 1.75 times penalty on the order price for GCV (ARB) upto 3501 Kcal/Kg (i.e. between 4000 Kcal/Kg to 3501 Kcal/Kg) as illustrated below.

- Contract GCV (ARB) (Say) : 4500 KCal/Kg
- Actual GCV (ARB) Received : 4000 Kcal/kg
- Deviation from Contracted GCV (ARB) : 4500 – 4000 = 500 Kcal/kg
- Penal GCV (ARB) @ 1.75 times : 500 x 1.75 = 875 Kcal/kg
- Revised Price for such Rakes : Contracted Rate x (4500 – 875 ) /4500  
(Excluding GST)

Such rakes shall not be considered for calculation under GCV (ARB) on weighted average basis. For coal supplies with GCV (ARB) below 1000 Kcal/kg (i.e. below 3500 Kcal/Kg) on rake to rake basis, the supply will be forfeited and the Seller shall not be

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entitled to make any claim for payment for such supplies.

**Deviation in Total Moisture (ARB) + Ash (ADB):**

The Total Moisture + Ash in Coal should not be more than as specified in Exhibit 1: 'Imported Non-Coking Coal Specification'. In case Total Moisture (ARB) and Ash (ADB) is more than the 'specified moisture + ash' on any day, the proportionate weight loss due to higher moisture + ash, will be reduced from the day-wise receipt quantity and the same shall be calculated with the following formula:-

**Receipt Weight = ((100-(Actual TM (ARB) + Ash (ADB)) %) ÷ (100- 'specified moisture + ash')) x Quantity Received**

Quality will be calculated/reconciled on rake to rake basis.

**Recovery due to Excess Sulphur [ADB] in Coal:**

If Sulphur content of the rake exceeds the Base Sulphur [ADB] content, then recovery @INR 20.00 per MT for every increase of 0.1% or part thereof in Sulphur [ADB] (on pro-rata basis) will be made on payable weight (TM adjusted weight).

**Illustration:**

If Base Sulphur Content = 0.5 %

If Sulphur (ADB) of a rake = 0.59 %

Recovery per MT = (0.59 - 0.5) x 20 / 0.1 = INR 18 per MT

Quality will be calculated/reconciled on rake to rake basis.

**12. Payment and Billing Terms:**

The payment terms shall be as under:

- (i) Supplier will raise tax invoice on the basis of RR weight and Actual GCV (ARB) on rake-to-rake basis. Payment shall be made through sight LC.
- (ii) In case of Actual GCV (ARB) is more than contracted GCV (ARB), Supplier shall raise invoice on contracted GCV (ARB) only. However, no benefit of higher GCV (ARB) shall be given to the Supplier.
- (iii) 80 % of the Invoiced Value shall be paid through LC at sight on rake-to-rake basis after the receipt of invoice and material delivery at LAPL plant site.

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- (iv) Balance 20% payment shall be released after monthly/final reconciliation of quantity & quality of the entire quantity to be supplied under the contract. The date of issue of reconciliation statement shall be considered as due date for such payment.
- (v) Monthly / Final reconciliation on the basis of weight at plant weighbridge and quality as analysed through inspection will be done with due date as date of issuance of reconciliation statement. However payment shall always be capped at specified GCV (ARB).
- (vi) For rakes wherein GCV (ARB) of coal is less than 500 Kcal/Kg or below from the contracted GCV (ARB), no payment shall be released in Tranche-A; for such rakes full payment to be released in Tranche-B after monthly / final reconciliation.
- (vii) For rakes wherein Total Moisture (ARB) + Ash (ADB) is more than 35%, no payment shall be released in Tranche-A; for such rakes full payment to be released in Tranche-B after monthly / final reconciliation.
- (viii) For rakes wherein Sulphur (ADB) is more than Contracted Sulphur (ADB) no payment shall be released in Tranche-A; for such rakes full payment to be released in Tranche-B after monthly / final reconciliation.
- (ix) Bills/Invoices to be submitted at LAPL, Site office by the Supplier.
- (x) Final Reconciliation for the entire delivered quantity will also be done at the end of the delivery of contract.

**13. Transit Insurance:**

The Supplier shall arrange and pay for a minimum insurance cover for 110% of the total value of coal which shall comprise of total landed cost, covering the risks under 'Institute Cargo Clause A' (Marine Insurance) including the spontaneous combustion and the risks of accidents, mishaps, war, strike, riots and civil commotion from the loading port up to the Railway Siding at LAPL for coal supplied through IR Rakes. The insurance policy shall be kept valid for a period till the entire coal cargo is delivered at the coal stockyard at LAPL plus a claim period of 1 (one) Month.

**14. Other Terms:**

- (i) All visible stones and shale shall be removed by the Supplier's representative at the loading point or Railway siding as the case may be and coal free from such

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items shall only be supplied to the plant.

- (ii) Supplier shall be responsible and bear all Charges, Government Levies, Insurance Charges etc. as incurred during the supply and transportation of to the Plant.
- (iii) Upon issuance of the Purchase Order, Supplier shall be responsible for all the compliances pertaining to the supply of the agreed coal quantity. In case of any non-compliance, Supplier shall compensate LAPL all the liabilities arisen on it fully.
- (iv) Supplier shall choose port and shall ensure the delivery of coal at LAPL plant (Chhattisgarh) as per the guideline/directions/logistics plan issued by MoP, MoC and Railways.

**15. Risk Purchase / Risk Sale and Limitation of Liability:**

If the Supplier fails to adhere to quality norms, delivery schedules and other terms and conditions contained in this PO for purchase of Imported Non-Coking Coal, LAPL shall give 7 days' notice to Supplier to rectify the breach. However, if the Supplier fails to rectify the breach within the specified period, LAPL shall have the liberty to procure the affected quantities of coal or similar coal from an alternate source at the Supplier's risk and cost, and in such eventuality if the price of such coal purchased from alternate source is more than the price of coal agreed under this PO then the Supplier shall be liable to make good the loss incurred by LAPL on account of difference in price.

**16. Compliance with Government Orders:**

Imported Non-Coking Coal to be supplied under this PO, is meant for the purpose of generation of power at LAPL. The Supplier shall ensure compliance of all Regulations / Conventions / Policies / Guidelines / Orders etc. in force. In case of any modifications in any of the provisions in respect of supply of Imported Non-coking Coal, during the currency of the PO, the same shall become applicable and binding on Supplier and LAPL with immediate effect.

**17. Indemnification:**

Notwithstanding anything contained in this PO, Supplier shall at all times indemnify, defend and hold harmless LAPL from and against any losses, liabilities, claims, damages, costs and expenses incurred by LAPL by virtue of breach of any provisions of the order or non-fulfilment of any of the obligations contained herein by the Supplier.

**18. Force Majeure:**

If either the Supplier or LAPL, is directly or indirectly prevented from performance of its / their obligation under this PO by occurrence of events beyond its / their reasonable control such as arrest or restraints / restrictions by Government, Railways, War, Blockade, Revolution, Riots, Insurrection, Civil commotion, Acts of God, Plague or



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Epidemics, Destruction of the Material, Equipment or Facilities essential to the performance of this PO by fire or floods or other natural calamity or adverse weather conditions, then the occurrence of any of the above causes shall be considered as an Event of Force Majeure. Under such circumstances, neither party shall be responsible for such failure or delay in performing such obligations.

Upon the occurrence of Force Majeure cause or causes, the party invoking protection under this clause shall put the other party on notice without any delay within 3 days and shall likewise intimate the cessation of such causes within 3 days. The burden of proof to prove of such occurrence of Force Majeure event shall be on the Party claiming such Force Majeure.

**19. Confidentiality:**

Supplier shall not either during the term or after the expiration of the validity of the PO disclose any proprietary or confidential information relating to the PO without the prior written consent of either party.

**20. Arbitration:**

The Supplier and LAPL hereto agree that the PO for Imported Non-coking Coal supply shall be governed and construed in accordance with the prevailing Indian Law. Any difficulty in the construction of and/or dispute or difference arising out of and under this PO shall be settled by the parties hereto amicably by mutual agreement. In case no settlement/agreement is reached, the dispute / difference shall be referred to Arbitration and the provisions of Arbitration & Conciliation Act 1996 (as amended from time to time) shall apply. The award made in pursuance thereof shall be binding on the parties. The venue for Arbitration shall be Delhi, New Delhi, India. Any suit or proceedings to enforce the rights under the Agreement shall be instituted in and tried in a competent court of Law in Delhi, New Delhi, India.

**21. Acceptance:**

This Purchase Order is being issued in duplicate. Please acknowledge the same and return one copy duly signed and stamped as a token of your unconditional acceptance.

Thanking You,

Yours truly,

For Lanco Amarkantak Power Limited

**(Authorized Signatory)**

Tender No: LAPL/IMPORTED COAL/22-23/01- Amendment 01 Dated 20/05/2022

Last Date:31/05/2022

Accepted  
M/s.....

**Enclosures:** Format for submission of Rake Dispatch Details

**Annexure I: Format for submission of Rake Dispatch Details**

RAKE DISPATCH DETAILS FOR LANCO AMARKANTAK POWER LTD.								
Rake Loading Location	Date and Time of Loading	Date and Time of Rake release	Wagon No of First 2 wagons loaded	Wagon No of last 2 wagons Loaded	Total No of loaded Wagons	RR No and Date	FNR NO	RR Quantity