

**REQUEST FOR QUOTATION (RFQ)**

**Last date for offer submission – 28<sup>th</sup> February 2022 by 11-00 AM**

**Subject:** - RFQ for Transportation of Special Forward E-auction Coal; phase-8, from various mines of SECL at Raigad area through Washery, by Road-Cum-Rail/Road mode to KSK Mahanadi Power Company Limited, plant site at Nariyara, Chattisgrah.

**Definitions:**

“COAL” shall mean Coal secured by KSK Mahanadi Power Company Limited from the mines of SECL under Special Forward E-auction, Phase-8 dated 21.01.2022.

“SECL” Shall Mean South Eastern Coal Fields Limited “

“KMPCL” Shall mean KSK MAHANADI POWER COMPANY LIMITED, Near Nariyara (V), Akaltara (Tehsil), Janjgir – Champa Dist, Chattisgarh.

“CONTRACTOR” Shall mean “ \_\_\_\_\_ ”

“CIL” Shall mean Coal India Limited

“DAY” shall mean a day of 24 hours from midnight to midnight.

“Delivery Order (DO)” shall mean a document issued by SECL. (South Eastern Coalfields Limited) KMPCL will authorize the CONTRACTOR to take delivery of the COAL from Mines or, stock yard. The DELIVERY ORDER will state the correct quantity and quality of the COAL to be lifted but Contractor quantity and quality should be as per this work order.

“Mines” shall mean Chhal OC, Jampali OC and Gare Pelma IV/2&3.

“RCR “ shall mean Rail cum Road

“ORDER and INSTRUCTIONS” shall mean any written order or instructions given by KMPCL in terms of the work order.

“Washery” Shall mean \_\_\_\_\_.(Contractor has to mention)

“Phase” Shall mean Special Forward E-Auction Phase conducted by SECL for the FY 2021-2022.

“Designated Railway Siding” \_\_\_\_\_ Railway Siding

“BG “shall Bank Guarantee submitted by Contractor to KMPCL.

## **1 SCOPE OF WORK**

Contractor shall arrange Coal transportation as per DO to from SECL colliery to KMPCL plant through washery either by RCR or by Road mode with following terms and conditions.

### **Transportation of Coal from Mines to Washery by Road mode.**

- 1.1 Contractor shall deal with Coal India Ltd., (CIL), SECL, Authorities at appropriate levels for releasing of DO at Bilaspur within three days from the date of payment.
- 1.2 Contractor shall deal with the concerned SECL authorities at the specific colliery (against which the D.O. has been issued) for registration / application of D.O. and other formalities for timely commencement/lifting of coal supplies.
- 1.3 Contractor shall ensure to deploy adequate tipping trucks for lifting of coal from SECL mines to designated washery.
- 1.4 KMPCL shall authorize the Contractor to take delivery of coal from the mines stock yard to Washery.
- 1.5 Contractor shall supervise the loading at mines and ensure good quality coal loaded into vehicles. Contractor shall witness loading & TPA sampling of Coal at SECL Mines on behalf of KMPCL & in line with the quantity & quality as mentioned in DO & declared by SECL/CIL.
- 1.6 Contractor shall lift & deliver minimum quantity (as per daily schedule) of coal to the washery as per asking rate against respective delivery order. Any shortfall in delivery of quantities in a particular day, the same shall be compensated in next day.
- 1.7 Contractor shall supervise and ensure loading of correct coal quantity as per the Carrying Capacity and Permissible carrying capacity of trucks.
- 1.8 Contractor shall ensure that no water pouring and sprinkle will be take place before placement of our truck and during and completing loading.
- 1.9 CONTRACTOR shall lift coal from concerned mines with in the Validity date of the Delivery Order.
- 1.10 While executing the Contract, in case of any damage to the workmen of the CONTRACTOR or any damage to the properties of SECL/Washery at any point of time during the period of contract, all the losses in this respect will have to be borne by the CONTRACTOR. KMPCL will not entertain any of the claims by the Contractor in this regard. The CONTRACTOR to execute the contract round the clock on all the days of week as directed by KMPCL authorities and the Contractor shall be obliged to comply with the same.
- 1.11 The CONTRACTOR shall do / perform all instructions / procedure as per SECL guidelines / procedures. Coal to be transported through proper documentation.
- 1.12 It would be CONTRACTOR'S responsibility to ensure that complete coal quantity as mentioned in the CONTRACT shall be lifted from mines of SECL and delivered to the designated Washery. CONTRACTOR shall not divert or keep the KMPCL coal at any cost.

In-case the Contractor has kept coal or diverted /unloaded the coal other than the destination, then 3 times of the landed cost of the coal ( diverted quantity) shall be recovered from the Contractor. Also necessary legal action shall be taken against the Contractor & the Contractor shall be blacklisted by KMPCL.

- 1.13 The entire liaison work i.e. Collector, Police, Check Post (Govt Bodies), Mining department for Transit pass, Village issues, In transit Issues ,water sprinkling wherever required etc. shall be the sole responsibility of the CONTRACTOR. If required approval shall be taken from Collector and Mining (CG Mines Department) In charge before the coal movement from SECL to KMPCL through washery. All the statutory or otherwise payments shall be paid by the CONTRACTOR for the movement of coal and are included in the contract price. Coal shall be moved from Mines to washery through Proper Transit Passes. The weight mentioned in the challan shall be same as per weighment in the weighbridge at loading area.
- 1.14 Contractor shall coordinate with office of the SECL and washery representatives for loading trucks with relevant statutory documents (if any).

**2. Processing and handling of Coal at Washery & Siding.**

- 2.1 Parameters of Washing & Crushing of Coal to be delivered at KMPCL

*(Contractor has to mention)*

Mines	Quantity (MT)	Size	Yield	Guaranteed GCV (ARB)	Reject
Chhal OC	24000	0 to – 50 mm			%
Jampali OC	20000	0 to – 50 mm			%
Gare Pelma IV/2&3	48000	0 to – 50 mm			%

- 2.2 The Contractor shall earmark the dedicated area exclusively for KMPCL within the coal stackingyard at WASHERY UNIT for stacking of sufficient quantity of ROM & Washed coal separately as per the requirement. The Contractor shall deploy security at the coal yard for protection of the ROM/ Washed coal on round the clock basis. KMPCL shall also have the right to deploy their security personnel/representatives round the clock in addition to the contractor security personnel at washery. The coal kept at the yard shall be covered with the tarpaulin during the monsoon season.
- 2.3 Contractor shall coordinate with Mines department of Chhattisgarh for obtaining all required permissions for stacking & movement of coal. The permission must be valid till completion of the contract period. All expenses in this regards shall be borne by the Contractor.
- 2.4 Contractor shall make necessary arrangements for unloading & stacking of coal at designated the coal yard, washing of coal as per the specification, loading of coal into trucks, weighment of coal and dispatch to Railway Siding / KMPCL.

- 2.5 Contractor shall provide washed coal quantity at the normative yield of \_\_\_\_\_ by washing of ROM coal quantity at the Delivery Orders issued by SECL.
- 2.6 KMPCL shall sale the balance \_\_\_ % of rejects generated out of washing of coal to the Contractor as per the agreed rate by both the parties. A tolerance of \_\_\_% shall be allowed as transit / handling / process loss between DO quantity and receipt / normalized receipt quantity at KMPCL weighbridge.
- 2.7 All the quality results i.e., GCV, TM, size shall be considered as per the billing schedule basis as final at KMPCL end.
- 2.8 The sampling & testing of coal shall be done at KMPCL laboratory as per the prescribed procedure mentioned in this work order after receipt of the KMPCL plant.

#### **Handling of Coal at Rail Siding**

- 2.9 Contractor shall arrange to transport the washed coal to the nearest rail siding ( within 100km from KMPCL) for movement by rail mode or directly by road mode to KMPCL plant site at Nariyara, Chhatisgarh.
- 2.10 Contractor shall make necessary measures to avoid contamination / mixing of coal at rail siding siding.
- 2.11 Contractor shall be responsible to make necessary arrangements to prevent any type of fire, theft or pilferage of coal at siding.
- 2.12 Contractor shall maintain a register at washery / siding and shall make entry, exit & other details like inter-carting of Washed Coal by trucks from washery to siding or siding to washery , Gross and Tear weighment, unloading details, loading details, truck dispatch details, stock details and other details as when required by KMPCL.
- 2.13 Contractor should co-ordinate with Railways for getting all required permissions i.e., EDRM sanction, placing indent, rake allotment & rake placement for loading of washed coal. All follow-up expenses in this respect shall be borne by the Contractor. However, Railway Freight as per RR shall be paid by KMPCL.
- 2.14 Contractor's representative shall inform all designated KMPCL officials about each rake placement for loading and release from siding after loading through SMS along with weighment details.
- 2.15 Contractor shall ensure rakes with all fit wagons and avoid placement of rakes having more than 2 sick wagons. In case of any sick wagon is place more than 2, Contractor shall rectify it through Railway C &W team.
- 2.16 Contractor shall ensure no residual foreign material side wagon and also ensure proper cleaning all wagons prior to loading.
- 2.17 Contractor shall load the rakes within the free time allowed by Railways. The loading can be either manual / mechanical means depending on the conditions at siding. The required manual labor, machineries, equipment shall be engaged by the Contractor for loading at siding.

- 2.18 Contractor shall ensure to update KMPCL and take immediate steps for any mishap, missing wagons or abnormal incidents en-route. Contractor shall communicate immediately for any sick wagons detached.
- 2.19 Contractor shall ensure rake is weighed at siding before dispatch to KMPCL. Contractor shall control overloading & back pushing of rakes at the siding. KMPCL shall recover overloading charges if any from Contractor's Bills. In case of occurrence of shunting charges, punitive charges or per wagon charges of similar nature for overloading, the same shall be recovered from Contractor's Bills.
- 2.20 Contractor shall bear demurrage, detention / Wharfage to Indian Railways or any other charges claimed by Indian Railways on account of delay in shifting of material to siding, cleaning of wagons, loading or any type of delay by the Contractor. KMPCL shall not bear any cost.

**3. Transportation of Coal from Washery to Designated Railway Siding or direct to KMPCL.**

- 3.1 The CONTRACTOR shall do / perform all instructions / procedure as per SECL guidelines / procedures. Coal to be transported along with proper documentation.
- 3.2 If washed coal is transported by direct Road, then, to be delivered to the below address of KMPCL.

KSK MAHANADI POWER COMPANY  
LIMITED, NEAR NARIYARA VILLAGE,  
AKALTARA TEHSILJANJGIR CHAMPA  
DISTRICT  
CHHATTISGARH - 495552

- 3.3 Coal to be delivered from designated siding to KMPCL as per below siding code of our plant:

**KSK MAHANADI POWER COMPANY LIMITED – (CODE MKMA)**

- 3.4 Contractor shall ensure to deploy adequate no of trucks at Washery for delivery of washed coal.
- 3.5 Contractor shall supervise and ensure loading of coal quantity as per Carrying Capacity of trucks as approved by RTA.
- 3.6 Contractor shall ensure that the coal loaded from Washery / Railway siding has been delivered at KMPCL plant site.
- 3.7 Contractor warrants that any Coal movement shall be done with proper & valid documents including, E-way Bill, LR Copy, Weighment Slip, Delivery Challans/Transit Pass & other required statutory documents. Contractor shall generate E-way Bill (if applicable) & other required documents which are mandatory for movement of coal.
- 3.8 Contractor shall take due care to protect the coal against rain, fire, damage, theft, pilferage etc. & shall be responsible for damages / shortages arising there from & shall indemnify owner (KMPCL) for such losses. Contractor undertakes that Owner shall have

the right & be entitled to deduct the amount of such losses or damages from the bills/ security deposit or any amount outstanding to the contractor from the Owner. In-case there are no outstanding bills, the Contractor shall pay the amount so demanded / claimed by the Owner within seven (07) days from the date of such claim/ demand.

- 3.9 Contractor shall unload of coal at KMPCL power plant premises as per instructions of KMPCL authorities at the designated coal yard.
- 3.10 No idling charges of trucks at loading/unloading point shall be paid to the Contractor by KMPCL.
- 3.11 Contractor shall take comprehensive insurance policy to cover the vehicles, drivers, cleaners & third party as per the Motor Vehicle Act.
- 3.12 Contractor shall send daily dispatch report to KMPCL by 11 A.M as per the format provided by KMPCL.
- 3.13 Contractor shall co-ordinate with KMPCL for collection of invoices, reconciliation of coal quantity and account with SECL on monthly/ required basis.

**4. WEIGHMENT:**

KMPCL Plant’s weighbridge shall be considered for weighment of Coal. CONTRACTOR shall depute CONTRACTOR representative to witness the weighment at KMPCL weighbridge. In the absence of CONTRACTOR representative during weighment KMPCL plant weighment shall be final and binding on CONTRACTOR.

TRANSIT LOSS    %

For any reason, if it is not possible to weigh at KMPCL plant’s weighbridge, then net quantity mentioned in the Railway Receipt shall be final and binding.

**5. CONTRACT PRICE:**

The Contractor shall be paid the following charges towards Transportation.

S. N	Particulars / Mines	Chhal OC Rs/MT	Jampali OC Rs/MT	Gare Palma OC Rs./MT	Remarks
4.1	Raw Coal Transportation by road from Mines to Washery				Payable on Actual raw coal lifted in the month.
4.2	Transportation Cost by road from Washery to Railway Siding.				Payable on normalized plant receipt

The Contractor shall be paid the following charges towards services.

S. N	Particulars / Mines	Chhal Rs/MT	Jampali Rs/MT	Gare Palma Rs./MT	Remarks
4.3	Washing & Crushing Charges				Payable on Actual raw coal lifted in the month.
4.4	Wagon Loading, Re-handling / Siding and siding charges - Applicable on Washed Quantity on normalized qty.				Payable on normalized plant receipt
4.5	Sale of Coal Reject to be claimed by KMPCL (___%)				

#### 6. QUANTITY:

Following mines quantity shall be handled by the contractor during the validity of the contract.

S.No.	Mines	Grade & Size	Quantity
1	Chhal OC	G12 (-) 100mm	24000 MT
2	Jampali	G10 (-) 100mm	20000 MT
3	Gare Palma	G11 (-) 100mm	48000 MT
		<b>TOTAL QTY</b>	<b>92000 MT</b>

Nevertheless, actual quantity is as per the DO handed over to Contractor.

In any case, KMPCL reserves the right to allocate full quantity for transport or part quantity to other vendors apart from Contractor. The decision of KMPCL shall be final and binding on Contractor.

#### 7. SAMPLING AND TESTING

The sampling & testing shall be done at KMPCL as per following procedure:

- a) For determination of coal quality, sampling and analysis done by agency appointed by KMPCL, shall be final and binding.
- b) An authorized representative of the Contractor shall be allowed to witness the collection of samples; however in no case the representative shall be allowed to witness sample preparation and sample testing. In case the authorized representative is not available for sample collection, KMPCL will carry out sample collection unilaterally and the results shall be final and binding on Contractor.
- c) The material received in each truck/ RAIL shall be taken for sampling separately as per IS procedures. Coal sampling shall be done through manual sampling process or Mechanical Auger sampling system, in compliance with relevant IS coal sampling procedures. One of the above sample collection methods shall be used as per the discretion of KMPCL.
- d) The material collected for sampling purpose, shall be taken for preparation of sample as per IS procedures. Three samples for each rake shall be prepared.

One sample shall be used for testing, remaining two sealed samples shall be kept at KMPCL Laboratory and will be used in case of any dispute.

- e) The coal analysis shall be carried out at KMPCL laboratory in compliance with IS procedures and results shall be declared within four days from the date of sampling.
- f) In the event of dispute, Contractor may demand for referee sample analysis within two days after declaration of the results by KMPCL. In case of dispute after the quality results declaration of the second sample then the third sample will be sent for referee analysis (outside reputed laboratory identified by KMPCL). Declared referee sample results shall be final and binding on both the Parties. Contractor will bear the cost of the analysis done for third sample analysis.

## **8. PENALTY**

- a) In case the Contractor fails to deliver the Guaranteed GCV (ARB) as per clause numbers 2.2.3 & 2.2.21, then penalty for the same will be levied at the rate of Rs. 0.50 per kcal/kg on pro-rata basis  
Example: if the guaranteed GCV-ARB is 3900Kcal & GCV delivered at plant is 3800 Kcal then penalty will be calculated as per the following formula:  $\{[\text{Guarantee GCV } 3900] - (3800 \text{ received GCV}) \times 0.50 \times \text{Quantity is } 1\text{MT}\} = \text{Rs. } 50/\text{MT}$
- b) GCV penalty will be calculated on fortnightly weighted average basis (i.e 1st to 15th and 16th to 30th or 31st)
- c) The contractor shall be responsible for shortage of coal between the quantities issued as per DO by SECL and coal delivered at KMPCL weighbridge (Moisture Normalized quantity). A tolerance of 1% shall be allowed between DO issued by SECL and coal received at KMPCL weighbridge (Moisture Normalized quantity). Beyond 1% shall attract penalty equivalent to landed cost of coal. Shortages shall be calculated on DO to DO basis.
- d) Contractor shall transport complete coal quantity as per the terms & condition of the work order issued by KMPCL. The Contractor shall not divert or keep coal at any cost. In case the vehicle diverted & coal unloaded at any other place than the destination at KMPCL plant site, then 3 times of the landed cost of the coal of that vehicle shall be recovered from the Contractor along with appropriate legal action.
- e) In case of non-lifting of entire or part of DO quantity, an amount of Rs. 1000/MT, towards un-lifted Coal quantity, would be recovered from the Contractor bills or shall be recovered from BG. There shall not be any penalty, in case of delay from KMPCL towards handing over of DO to contractor or on force majeure condition.
- f) Normalized quantity at KMPCL shall be considered as final receipt quantity at plant. Proportionate correction will be done in the receipt weight. I.e. as per formula mentioned below.
- g) Normalized receipt quantity =  $\{[\text{Actual receipt weight at KMPCL end}]\} * \{100 - \text{TM receipt at KMPCL end}\} / [100 - \text{Guaranteed TM}]$ . There no premium for lower moisture

## 9. BILLING & PAYMENT

KMPCL shall prepare a calculation sheet which will show amount payable to the Contractor after adjusting quantity for total moisture normalization, short delivery if any, applicable as per clauses. Contractor shall prepare the Commercial Invoice on the basis of this calculation sheet.

The Billing cycle shall be monthly (calendar).

Contractor shall submit the clean & correct invoices for all the charges along with the supporting documents as per contract within 5 days of the close of each month at KMPCL Hyderabad office.

The bills submitted shall be processed at KMPCL Head office at Hyderabad, after due certification by site (of bills copy) and the payment shall be released within 7 days from the date of receipt of the invoice.

CONTRACTOR shall collect the Coal Invoices from SECL and submit to KMPCL within 3-4 days from issue of Invoices from SECL.

Bills along with the required documents shall be submitted by the CONTRACTOR at KMPCL Hyderabad office (original) and copy to KMPCL site office (copy) in the following address:

KSK MAHANADI POWER COMPANY LIMITED  
8-2-298/82A/431/A, ROAD NO, 22,  
JUBILEE HILLS, HYDERABAD-500033

## 10. TAXES

GST @5% shall be extra through Reverse Charge Mechanism towards Transportation invoice of Coal and GST as applicable shall be paid extra for the services rendered against this Work Order. TDS will be deducted from Contractor bills as per the rates applicable.

## 11. VALIDITY:

This Work Order shall be valid from the date of signing till \_\_\_\_\_

## 12. PERFORMANCE BANK GUARANTEE:

The Contractor has to furnish Performance Bank Guarantee of Rs. 1,00,00,000/- (One Crore Only) from any nationalized / scheduled bank, duly acceptable to KMPCL, en-cashable at Hyderabad Branch, for proper fulfillment of the performance obligations under the Work Order. The Bank Guarantee shall be valid till the expiry of the Work Order plus 30 days, as claim period. KMPCL shall have right to en-cash in part or full amount of this Performance Bank Guarantee for recovery of any charges/penalties due from Contractor under this agreement and or violation of any contractual Performance by Contractor. In case KMPCL en-cash the Performance Bank Guarantee, then Contractor shall restore the same to original values within 10 days. Such Bank Guarantee format Annexure-II should be furnished within 7 days from issue of Notice to Proceed /Contract by KMPCL.

If the Contractor fails to submit the BG within the time stipulated the BG amount mentioned here in will retain from the running's bills.

The General Terms and conditions attached as Annexure I form an integral part of this RFQ

**13. QUALIFICATION CRITERIA**

- a. The Contractor should be a registered partnership firm/company incorporated in India.
- b. The Contractor must have 5 Year of experience in transportation of Coal at SECL & must have transported minimum 5 Lakh tonnes of coal in the last financial year (Proof of experience, transported quantity along with last 3 years turn over details to be submitted by the Contractor along with the quotation).
- c. The Contractor must have 100 own high carrying capacity tripling trucks and should have tied up to mobilize 300 plus trucks on hire basis (Details of the list of vehicles & agreement to be submitted along with the quotation).
- d. The Contractor should have own washery with sufficient capacity in and / or near SECL mines or otherwise should have an agreement with washery plants with sufficient beneficiation capacity. (copy of Agreement should be submitted along with the quotation).
- e. The Contractor or his associates directly/indirectly should not be a party to any legal case against KSK Mahanadi Power Company Limited or its officials or have instituted any case in any forum in India against KSK Mahanadi Power Company Limited prior to the date of this RFQ (Ineligible Contractor hereafter). Any affiliate of Ineligible Contractor shall not be eligible to take part in this tender.
- f. The Contractor (s) may note that only one company from the same management/ group shall be eligible to participate in the RFQ process. By submitting the RFQ, the contractor undertakes that it has not submitted offer from any of its group companies. The Contractor has to submit a Chartered Accountant (CA) certificate to validate along with their Bid, that it has not submitted the bid from any other entity where there are common directors, shareholders and management. If it is found that two or more offers have been submitted by the Contractor from companies under same management, KMPCL reserves the right to reject all such offers.
- g. Contractor must sign and stamp each page of entire RFQ document and must quote the rate in metric ton as per the requirement of this RFQ document.

**14. OTHER TERMS:**

- a. KMPCL reserves the right to allocate quantity to more than one party at its sole discretion.
- b. KMPCL reserves the right to reject the quotes that are received late or are not in line with the stipulations of this RFQ document.
- c. KMPCL reserves the right to cancel this tender process at any time on or before the due date as mentioned in this RFQ document without assigning any reasons.
- d. The General Terms and conditions attached as Annexure I form an integral part of this RFQ document.

**ANNEXURE 1**  
**GENERAL TERMS AND CONDITIONS**

**1 AMENDMENT**

No change, amendment or modification of the Work Order shall be valid or binding upon the Parties hereto unless such change, amendment or modification is carried out by the consent of both the Parties and shall be in writing and duly executed by both the Parties.

**2 ASSIGNMENT**

The Contractor shall not be entitled to assign, subrogate, sublet, directly or indirectly or part with the rights and obligations under the Work Order without the prior written consent from KMPCL. KMPCL shall have the absolute right to assign to any person the whole or in part of its rights and obligations under the Work Order by giving intimation to the Contractor of assignment of such rights and obligations.

**3 SAFETY AND SECURITY PROVISIONS**

The Contractor shall issue its personnel, protective equipment such as safety shoe, safety helmet, and full harness safety belt with fall arrester, safety goggles, hand gloves, face shield, nose mask, and ear plugs/ ear muffs to all its personnel and should ensure its use.

**4 TERMINATION AND SUSPENSION**

**4.1 Termination**

Notwithstanding anything hereinabove contained, in the event of the Contractor being adjudicated insolvent, or KMPCL resolved or Work Ordered to be wound up, then in such event, the Work Order shall automatically stand terminated

KMPCL may at any time on breach of the Work Order by the Contractor, give him a written notice of such breach. If the Contractor does not take measures which are considered appropriate by KMPCL, within a period of 7 (seven) days after receipt of such notice, to remedy that breach, then KMPCL may terminate the Work Order at any time thereafter, the completion of 7 (Seven) days stating therein the date of termination.

KMPCL reserves the right to terminate the Work Order at any time by giving a notice of not less than 7 (seven) days without assigning any reason.

The Contractor shall stop the performance of the Work Order from the date of termination. In such an event, KMPCL shall pay to the Contractor the outstanding legitimate dues against services provided by him less all the amounts recoverable by KMPCL against submission of necessary valid documents. No consequential damages shall be payable by KMPCL to the Contractor in the event of such termination.

**4.2 Suspension**

KMPCL may suspend the performance of Work Order in whole or in part at any time by giving the Contractor notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension. On receiving the notice of suspension, the Contractor shall stop all such work, which KMPCL has directed to be suspended with immediate effect. The Contractor

shall continue to perform other works in terms of the Work Order, which KMPCL has not suspended. The Contractor shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.

During suspension, the Contractor shall not be entitled for any claim whatsoever arising out of any loss or damage.

Immediately upon termination of the Work Order for whatsoever reason, the Contractor shall forthwith hand over the entire stock of the Coal and any other equipment / material belonging to KMPCL and lying in his custody or in transit, to KMPCL failing which KMPCL will be entitled to recover, the value of such material / equipment from the bank guarantee / bills of the Contractor.

## **5 FORCE MAJEURE**

The Parties agree that neither of them shall be liable to the other, for any loss, delay, damage or other casualty suffered or incurred by the other due to any failure or delay by any Party in the performance of any of its obligations under this Work Order due to earthquakes, floods, fires, explosions, acts of God, acts of state, wars, terrorism, action of any Government, tempests, epidemics, quarantine restriction, serious industrial disputes, strikes, lockouts, local unrest, shipwrecks, civil war, act of the public enemy including but not restricted to block of passage, riots, directives by any statutory authority, compliance with directives or orders of any Court of Law or directives from State Government or Government of India ("Force Majeure"). Any failure or delay by any Party in the performance of any of its obligations under this Work Order owing to Force Majeure shall not be considered as a breach of any of its obligations under this Work Order

The Party claiming benefit of Force Majeure shall however not be entitled to the same unless it has intimated the other Party by telex / e-mail / cable / fax about the occurrence of such event within a period of seven (7) days from the occurrence of such Force Majeure event indicating there in the steps that it is taking or intending to take to mitigate the effect of such Force Majeure on the performance of its obligations under this Work Order.

The Party unable to perform this Work Order due to the effect of Force Majeure occurrence may, after consultation with the other Party extend the duration of this Work Order by a period commensurate to the time actually lost due to the Force Majeure occurrence. In the event the Force Majeure event continues for a period beyond 7 (Seven) days from the date of intimation of such Force Majeure, the Parties hereto shall mutually discuss the matter and decide on the course of action to be taken or terminate this Work Order on account of Force Majeure.

## **6 INSURANCE**

The Contractor shall ensure adequate accident insurance of the representatives deployed in the performance of this Work Order and KMPCL shall not be liable for any damages or the like. Insurance against all types of risk for the Contractor's workmen during the period of execution of work will be in Contractor scope. KMPCL shall not be responsible for death, injury or accident to Contractor's or its associate's employees or any other third Party, which arise out of or in the course of their duties.

The KMPCL shall undertake insurance of the Coal by suitably taking a Marine Transit Insurance Policy and the liability of the Contractor shall be limited to the scope under this Work Order.

## **7 ARBITRATION**

It is the intent of the Parties to harmoniously settle all disputes and disagreements that may arise out of and/or in relation with this Work Order (the "Disputes"), through mutual discussion. Therefore, where any Disputes arise between the Parties hereto, the Parties shall first attempt to settle the same amicably between the Parties.

Where any Dispute is not resolved by the Parties with mutual discussion within fourteen (14) days of the same having been notified by one Party to another, then the same may be referred by either Party for Arbitration to an arbitral tribunal consisting of three arbitrators. Each Party shall be entitled to nominate one arbitrator. The two nominated arbitrators shall jointly elect a third arbitrator to serve as the Chairman of the arbitral tribunal. The arbitration proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended or modified from time to time).

The venue of arbitration shall be at Hyderabad, Telangana, India and the language of arbitration will be in English. The arbitration award shall be final and binding upon the Parties.

## **8 GOVERNING LAW & JURISDICTION**

This Work Order shall be governed by, and construed in accordance with, Indian law. The language for the purposes of this Work Order shall be English language and all correspondences, notices and / or communication etc. shall be in English only. The Courts of Hyderabad, India shall have exclusive jurisdiction to settle any dispute arising out of and/ or in connection with this Work Order.

## **9 INDEMNITY**

The Contractor shall Indemnify KMPCL from and against all actions, suits and proceedings by the third Party for the acts/omissions of the Contractor and all costs, charges, expenses, losses, damages, taxes, duties, penalties, levies, and all other liabilities which the KMPCL may be liable to pay, incur or sustain as a result of performance or nonperformance, observance or non-observance by the Contractor of any of the terms and conditions of this Work Order.

The Contractor agrees that time is the essence of this Work Order. If the Contractor fails to provide services the Contractor shall indemnify KMPCL for all losses/ damages suffered by KMPCL. KMPCL shall be at liberty to hire/avail the services from any other contractor at risk and cost of Contractor.

KMPCL 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 KMPCL 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 Contractor.

## **10 CONFIDENTIALITY**

All the confidential information or data supplied by KMPCL to the Contractor in connection with the service being provided by the Contractor shall remain the property of the KMPCL or its

licensors. If the Confidential Information is disclosed by the Contractor to an unauthorized third Party, without written permission from KMPCL, the Contractor agrees to indemnify KMPCL from and against the same.

## **11 RELATIONSHIP WITH EMPLOYEE OF KMPCL**

The Contractor shall not avail the services of any of the employees of KMPCL, directly or indirectly or enter into any monetary transaction with the employees of KMPCL at any time either pursuant to the Work Order or otherwise and after expiry or sooner termination thereof. Favors such as bribes, commission, gifts or advantage given, promised or offered by or on behalf of Contractor or its partners, agents or servants to any of the employees of KMPCL or their agent or relatives in return of favors or agreeing to do such favors or disfavours to any other person entity or such other third Party in relation to the Work Order shall result in the termination of the Work Order in addition to initiation of such civil or criminal proceedings at the sole discretion of KMPCL and KMPCL reserves the rights to recover any loss or damage resulting from such termination from the Contractor to the extent of the value of loss involved along with interest. If any un-ethical practice followed is identified by KMPCL, there will be a penalty of Rupees Ten Lakhs Only per incident.

## **12 WAIVER OF RIGHTS**

No forbearance, delay or influence by KMPCL in enforcing any of the provisions of this Work Order shall prejudice or restrict the rights of KMPCL 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 the KMPCL is exclusive of any other right, power or remedy available to KMPCL and each right, power or remedy shall be cumulative. Any time concession or indulgence rendered or shown by the owner to the Contractor as regards any of the terms of this Work Order will not prejudice the owner's rights under this Work Order and/or law.

## **13 SEVERABILITY**

If any of the terms and conditions of this 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.

## **14 NOTICES**

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

Mr. Bijay Kumar Dash  
Joint General Manager  
KSK Mahanadi Power Company Limited.  
8-2-293/82/A/431/A, Road No.22, Jubilee Hills, Hyderabad – 500033.

## **15 ENTIRE AGREEMENT**

This Work Order constitutes the entire Work Order between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties.

## **16 SURVIVAL**

All obligations incurred prior to and which by their nature would continue beyond cancellation termination or expiration of this Work Order shall survive such cancellation, termination or expiration.

## **17 MALPRACTICE / DAMAGE / CONTAMINATION**

There should be no malpractice or contamination of coal at sampling area, lab area or at any plant sites or outside the plant premises. If anything is found then the Work Order may be terminated immediately or the Contractor person should be blacklisted immediately and there will be a heavy penalty of Rupees Ten Lakh against the Contractor.

The Contractor will not use the name of KMPCL in any manner either for credit arrangement or otherwise and it is agreed that KMPCL is in no way responsible for the debts of the Contractor and / or its employees.

## **18 ADDITIONAL TERMS AND CONDITIONS:**

The Contractor shall be responsible to comply with all laws of the land including Labour rules and Acts which are in vogue during the period of Work Order and shall indemnify KMPCL against any claim arising out of any non-compliance/or accidents to the third Party.

EPF provisions shall have to be made by the contractor for their personnel as per the prevailing rules and laws.

The Contractor and their personnel shall have to observe all safety measures and follow safety rules at the time of execution of works. Contractor shall have to ensure supply, educate and see that their employees wear all safety equipments such as Helmets, Safety Boots, Hand gloves and other safety measures required during execution of works under the Work Order as per instructions of KMPCL.

The Contractor, as per the Factory Act and Rules, shall have to take appropriate measures to safeguard health, welfare and safety of person engaged by him.

The Contractor shall be responsible for compliance of all the acts, rules and regulations of the land as detailed below but not limited to the following prevailing statutory enactments.

- (i) Factory Act
- (ii) Payment of Minimum Wages Act
- (iii) Bonus Act
- (iv) Employee State Insurance Act
- (v) Employee Provident Fund and Miscellaneous Provisions Act
- (vi) Contract Labour ( Regulation and Abolition Act)

The staff engaged by the Contractor should not be under addiction of any drug/liquor while on duty. It would be obligatory on the part of the Contractor to remove such persons/employees/workmen from the job whose action or conduct in the opinion of KMPCL

management is detrimental to the interest of KMPCL.

The Contractor shall be fully responsible for his personnel engaged herein to do contractual works and no way KMPCL be held responsible in any manner of what so ever while carrying out the works at the site of KMPCL.

The Contractor shall have to maintain all statutory registers as required under the above mentioned acts but not limited to shall have to update KMPCL management in compliance thereto periodically.

## ANNEXURE 2

### Performance Bank Guarantee

Beneficiary Name and Address:  
KSK Mahanadi Power Company Limited  
8-2-293/82/A/431/A, Road No. 22  
Jubilee Hills, Hyderabad – 500033.

- a) Bank Guarantee Number:
- b) Amount of Guarantee: Rs. One Crore
- c) Guarantee valid from :
- d) Guarantee Valid Up To:

### **BANK GUARANTEE FOR PERFORMANCE**

Date of Issue:

Effective Date:  
Expiry Date with 3 month claim:  
Value of B.G: Rs. One Crore

This Performance Bank Guarantee (“Guarantee”) is made on this the \_\_\_\_ day of \_\_\_\_, 2022 by \_\_\_\_ having its branch at \_\_\_\_\_ ( hereinafter referred to as the “Bank” or “Guarantor” which expression shall, unless repugnant to the context, include its legal representatives, administrators, successors in interest and assigns)

In favour of KMPCL, having its Registered Office at 8-2-293/82/A/431/A, Road No. 22, Jubilee Hills, Hyderabad – 500033 (here in after called KMPCL) which expression shall mean include its legal representatives, administrators, successors in interest and assigns.

WHEREAS, KMPCL has issued Work Order to with M/s-----transportation of Special Forward E-auction coal from SECL, more specifically covered in the Work Order to Thermal Power Plant at, Chhattisgarh State and unloading at the designated area of the plant.

WHEREAS, as per the terms and conditions of the Work Order, the contractor has agreed provide a performance bank guarantee of Rs. 1 Crore (One Crore only) in favour of KMPCL.

AND WHEREAS, the Bank, at the request of the Contractor agreed to provide/give in favour of KMPCL an absolute, unconditional, irrevocable guarantee in discharge of their contractual obligations, which KMPCL has agreed to accept.

Now this Bank Guarantee witnessed as follows:

1) The bank hereby unconditionally, irrevocably without any restrictions and conditions guarantee to KMPCL that in the event of any failure or deficiency in discharge of their contractual works as per the Work Order, bank shall pay to KMPCL forthwith on their first demand without demur such sum or sums of money not exceed to One Crore and we shall not be entitled to ask Contractor to establish Contractor claim/claims under this guarantee.

2) The Company shall have the fullest liberty without reference to the Guarantor and without affecting this guarantee to postpone at any time or from time to time the exercise of all or any of its powers and rights under arrangement made with the Contractor, and the Guarantor shall not be released from this guarantee by any arrangement between the Company and the Contractor

or any alteration thereof made with or without the consent of the Guarantor or by exercise or non-exercise by the KMPCL of all or any of its powers and rights against the Contractor, or any other forbearance, act of omission on the part of the Company or indulgence granted by or on behalf of the Company to the Contractor, which under the law relating to surety ship would but for this provision have the effect of releasing the Bank as Guarantor from their obligations under this guarantee.

3) The guarantee herein contained shall not be determined or affected by the winding up or insolvency of the Contractor, but shall in all respects and for all purpose be binding and operative until all monies due to the KMPCL in respect of all liability or liabilities of the Contractor are fully paid.

4) It is also agreed that KMPCL will be entitled at its option to enforce this guarantee against the Guarantor as principal debtor in the instance notwithstanding any other security or guarantee that the KMPCL may have in relation to the Contractor's liability.

5) The Guarantee shall cover all claims or demand of the KMPCL to the extent of the amount guaranteed.

6) Notwithstanding anything contained, the liability of the Guarantor under this Work Order is restricted to ----- and the same will remain in force upto \_\_\_\_\_ or on completion of the obligation by the Contractor as per the terms of the Work Order to the satisfaction of the KMPCL. The period may further be extended as required and agreed by the KMPCL and Contractor.

7) This guarantee can be enforced by the KMPCL any number of times for their claims or Demand to the extent of -----, as long as it remains in force. The BG is valid for 1 (one) year from the date of Work Order excluding claim period 3 (Three) months.

8) Unless a demand or claim under this guarantee is received by the Guarantor within the Period mentioned in clause (-----) hereof, all rights of the KMPCL shall be forfeited and The Guarantor shall be relieved or discharged from all liabilities.

9) This Bank Guarantee shall be interpreted in accordance with the laws of India. This guarantee is irrevocable except with the written consent of the KMPCL.

10) The Guarantor Bank hereby represents that this bank guarantee has been established in such form and with such content that it is fully enforceable in accordance with the terms enshrined herein as against this bank.

11) This Bank Guarantee shall not be affected in any manner of what so ever by reason of merger, demerger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the guarantor BANK or Contractor. The Bank further undertakes not to revoke this guarantee during its currency without the previous written consent of the KMPCL. The Bank further agrees that the decision of the KMPCL as to the failure on the part of the Contractor to fulfill their obligations as aforesaid and / or as to the amount payable by the BANK to the KMPCL hereunder shall be final, conclusive and binding on the BANK

For Bankers of the Contractor

Signature of the Bankers of Contractor  
with date & Rubber Stamp