

KSK Mahanadi Power Company Limited

(Undergoing Corporate Insolvency Resolution Process vide NCLT, Hyderabad Bench order dated 3rd October 2019
CIN No. U40300TG2009PLC064062

Works

Near Nariyara Village
Akaltara Tehsil,
Janjgir – Champa District,
Chhattisgarh

Registered Office

8-2-293/82/A/431/A,
Road No.22, Jubilee Hills,
Hyderabad – 500033
Tel: +91-40-23559922-25
Fax: +91-40-23559930

Ref: KMPCL-OPER,HYD/BKDH/2500101/503

Date: 14th June 2022

REQUEST FOR QUOTATION

Last date for offer submission – 16th June, 2022 by 1800 Hours for 26 rakes

Subject: - RFQ for Active Mines Management of Coal secured from the CCL & NCL to KSK Mahanadi Power Company Limited, plant (KMPCL – 6*600 MW), situated at Nariyara Akaltara, Chhattisgarh.

Definitions:

“COAL” shall mean Coal secured by KSK Mahanadi Power Company Limited from the mines of CCL/NCL under Shakti B(iii) Short Term (April’22-June’22), Trench-9, FSA dated 14.05.2022 & NCL under Special Forward E-auction

“CIL” Coal India Limited

“CCL” shall mean Central Coalfields Limited of CIL subsidiary

“NCL” shall mean Northern Coalfields Limited of CIL subsidiary

“KMPCL” shall mean KSK MAHANADI POWER COMPANY LIMITED

“CONTRACTOR” shall mean “_____”

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

“BLOCK RAIL PROGRAMME SANCTION & ALLOTMENT” shall mean a document issued by CCL/NCL duly consented by EDRM office Kolkata. The Allotment 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.

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

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

1. QUALIFICATION CRITERIA

- 1.1 The bidder should be a registered partnership firm/company incorporated in India.
- 1.2 The bidder should have 2 years of experience in coal handling of Linkage/Special Forward E-auction rakes at CCL/NCL area
- 1.3 The Contractor or his associates directly/indirectly should not be a party to any legal

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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 Bidder hereafter). Any affiliate of Ineligible Bidder shall not be eligible to take part in this tender.

- 1.4 The Bidder(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 supplier undertakes that it has not submitted offer from any of its group companies. The Bidder 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 Bidder from companies under same management, KMPCL reserves the right to reject all such offers.
- 1.5 Bidder 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.

2. SCOPE OF WORK

- 2.1 Contractor shall deal with Central Coalfields Limited (CCL/NCL), and East Central Railways (ECR), Executive Director for Rail Movement Kolkata (EDRM) for submission of periodic application for Rakes Sanction, allotment and loading of rakes.
- 2.2 Contract shall coordinate with offices of Indian Railways and Coal India Limited and its subsidiaries situated at various locations of India.
- 2.3 Contractor shall ensure that sufficient priority is given to the Power plant for coal loading at the Colliery.
- 2.4 Contractor shall do liaison with Coal India Limited (CIL)/subsidiaries and arrange coal from mines for loading as per grade and size mentioned in sanction order.
- 2.5 Contractor shall ensure placement of rakes with all fit wagons and avoid rakes containing sick wagons in which coal could not be loaded. In case of any sick wagon is placed, Contractor shall rectify it through C & W Railway team.
- 2.6 Contractor representatives shall ensure proper loading / levelling / rectification process of each wagon with CCL/NCL officials to get uniform and maximum loading.
- 2.7 Contractor shall control overloading of rakes and their charges. In case of occurrence of shunting charges or punitive charges, or per wagon charges or charges of similar nature for overloading, the same shall be take-up with concerned railways and subsidiary on priority.
- 2.8 Contractor shall supervise the loading of the coal at the colliery such that under loading is minimized and rake is loaded to its rated capacity.
- 2.9 Contractor representative shall witness weighment of each rake at CCL/NCL weighbridge end.
- 2.10 Contractor shall be vigilant and ensure that there shall not be any pilferage of coal during rake in transit and if any pilferage is found, Contractor shall immediately lodge a complaint with the railway police and / or any authority on behalf of KMPCL with prior consent from KMPCL. Contractor shall sort out any issues during the movement to be sorted out by Contractor.
- 2.11 Contractor shall deploy adequate manpower for collection, preparation and analysis of representative joint/TPA samples of coal between KMPCL and CCL/NCL.

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- 2.12 Contractor shall inform KMPCL officials about all above activities through mail/MIS. Contractor shall send daily report to KMPCL, every day by 10AM for all the activities as per the format provided by KMPCL.
- 2.13 Contractor shall communicate KMPCL officials about any policies changes with respect to Coal India Limited and Indian Railways time to time whenever the changes take place.
- 2.14 Contractor shall ensure minimum manpower for all types of activities as per scope of work.
- 2.15 Contractor shall timely intimate to KMPCL of due dates of BG's/CG's/Security deposits/any other relevant documents well in time for renewal, submission of the same on renewal to CCL/NCL with the due dates.
- 2.16 Contractor shall co-ordinate with KMPCL for preparation of reconciliation and credit balance confirmation documents with CCL/NCL/ECR.
- 2.17 Contractor shall obtain the coal bills raised by the CCL/NCL Colliery and forward the same to the KMPCL site and HO on day to day basis. Contractor has to update the KMPC email id
- 2.18 Contractor shall handover the original Railway Receipt copy to KMPCL officials at site.
- 2.19 Contractor shall arrange reconciliation with CCL/NCL/ECR on regular basis. Contractor shall do liaison with CCL/NCL for any types of refunds.

3. SOURCE, QUANTITY AND GRADE

A. CCL

Sl.No.	SOURCE	Grade	Quantity	
			(in Tons)	(in rakes)
1.	Shivpur	G12	24200	6.05
2.	Balumath	G12	20100	5.02

B. NCL

Sl.No.	SOURCE	QUANTITY	Grade
1.	NCL – Dudhichua Silo	15 Rakes	G11

KMPCL reserves the right to allocate full quantity or part quantity to other vendors apart from Contractor. The decision of KMPCL in selection of vendor shall be final and binding on contractor.

4. QUALITY

Guarantee Gross Calorific Value at KMPCL end. (contractor has to mention)

A. CCL

Sl.No.	SOURCE	Grade	GCV (ARB kcal)
1.	Shivpur	G12	
2.	Balumath	G12	

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B. NCL

Sl.No.	SOURCE	Grade	GCV (ARB kcal)
1.	NCL – Dudhichua Silo	G11	(contractor has to mention)

Calculation of GCV shall be calculated on rake to rake basis for the respective mines on completion of entire work.

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

- 4.1 For each rake of coal received during the day at KMPCL, coal sampling shall be done through manual sampling process and/or auto sampler on conveyor belts and/or Mechanical Auger sampling system, in compliance with relevant IS coal sampling procedures. One of the above sampling methods shall be used as per discretion of KMPCL.
- 4.2 Final samples per rake shall be prepared in compliance with relevant IS procedures. One sample shall be used for testing; remaining two sealed samples will be kept at Laboratory and be used in case of any dispute.
- 4.3 The coal analysis shall be carried out at KMPCL laboratory in compliance with relevant IS procedures and results declared by KMPCL with 3-4 days from the date of sampling.
- 4.4 In the event of any dispute (which shall be raised by Contractor not later than 2 days after declaration of the results by KMPCL) of the analysis results of 1st sample, 2nd sample stored will be analysis at KMPCL Laboratory. In case of dispute after the quality results declaration of the 2nd sample then the 3rd sample stored will be sent for third party referee (outside reputed laboratory mutually agreed by KMPCL and Contractor). 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.
- 4.5 If the dispute is raised by Contractor after 2 days of 1st sample declaration, then that will not be considered and GCV declared of 1st sample shall be final and binding.
- 4.6 Contractor will be allowed for sample collections witnessing at railway yard/unloading area/auto sampler area only and shall not be allowed inside laboratory for preparation and testing/analysis of samples.
- 4.7 In case contractor representatives are not available for sample collection, KMPCL will carry out sample collection unilaterally and the results shall be final and binding on contractor.

5. PENALTY

In case the Contractor fails to deliver the Guaranteed GCV (ARB) as per clause number 4, then penalty will be levied at the rate of Re. 0.10 per Kcal/kg for shortfall GCV (Ex. if the guaranteed GCV is 5000Kcal & the GCV received at site is 4500 Kcal, then penalty shall be levied on 500Kcal @Rs.0.10 =Rs.50 x Quantity). GCV penalty shall be calculated on completion of entire work on rake to rake basis for the respective mines on the receipt of

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coal at the KMPCL plant. All applicable penalties shall be recovered from the running bills of the Contractor within the scope of service charges.

6. WEIGHTMENT

KMPCL Plant's in-motion weighbridge shall be considered for weighment of Coal. Contractor shall depute Contractor representative to witness the weighment at our weighbridge round the clock (24*7 hrs) / rake basis and give a daily report of each rake weighment and unloading, to KMPCL (format will be provided by KMPCL). In the absence of contractor representative during weighment KMPCL plant weighment shall be final and binding on Contractor.

For any reason, if it is not possible to weigh the rakes at KMPCL plants in motion weighbridge, then quantity mentioned in the Railway Receipt shall be final and binding for such rakes.

7. SHORTAGES

Penalty on shortages shall apply for the difference between Coal supplies by Rail to our Plant as per weighment recorded at the CCL/NCL collieries in-motion weighbridge and weighbridge at KMPCL. Shortages shall be calculated on rake to rake basis.

7.1 The Contractor shall be responsible for shortage of coal between the quantity as per clause no 3 and delivered at KMPCL weighbridge. A tolerance of 1% shall be allowed between mines and KMPCL weighbridge. Beyond 1% shall attract penalty equivalent to the landed cost of Coal. Penalty shall be calculated on total rakes received at the plant.

8. SERVICE CHARGES

Contractor shall be paid Rs. _____ per MT (*Contractor has to mention Rate*) of coal as service charges above scope of work. The above prices will be fixed till the tenure of the contract period and no price escalation will be given at any cost by KMPCL.

GST as applicable shall be paid against submission of proper invoices for services rendered under this order. TDS shall be deducted from the Contractor bill as per the rates applicable.

9. PAYMENT

Bills for the service charges along with the supporting documents to material received and unloaded at the KMPCL site as well on the quality of coal (obtained by Contractor from the KMPCL) shall be furnished within 7 days on completion of entire scope of work by contractor and payment will be made within 21 days after receipt of complete and clear set of documents.

Bills along with required documents for service charges under scope shall be submitted by the Contractor at KMPCL, Hyderabad office (original) as per the following address:

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At Head Office:
Manager (Coal)
KSK Mahanadi Power Company Limited
8-2-293/82/A/431/A, Road No. 22,
Jubilee Hills, Hyderabad – 500033

10. PERFORMANCE BANK GUARANTEE

The Contractor has to furnish Performance Bank Guarantee of Rs. 2,00,000/- (Rupees Two Lakhs 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 three months, 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 and will be released at the end of order period or upon submission Performance Bank Guarantee.

11. CONTRACT TERM

Price, terms and conditions shall be valid till the receipt of all rakes as the per the scope of work.

The General Terms and conditions attached as Annexure-I form an integral part of this order.

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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

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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

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it's 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 non-performance, 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.

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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. Favours 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 favours 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

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Joint General Manager
KSK Mahanadi Power Company Limited.
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Jubilee Hills, Hyderabad – 500033.
Email: bijaykumar.d@ksk.co.in

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 equipment's 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.

KSK Mahanadi Power Company Limited

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CIN No. U40300TG2009PLC064062

Works

Near Nariyara Village
Akaltara Tehsil,
Janjgir – Champa District,
Chattisgarh

Registered Office

8-2-293/82/A/431/A,
Road No.22, Jubilee Hills,
Hyderabad – 500033
Tel: +91-40-23559922-25
Fax: +91-40-23559930

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.

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ANNEXURE -II

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. 2,00,000/-
- 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. 2,00, 000/-

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, CCL/NCL 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----- Active mine management for movement of Shakti B(iii) Short Term coal from CCL/NCL/ECR, 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 to provide a Performance Bank Guarantee of Rs.2,00,000 (Rupees Two Lakhs only) in favour of KSK Mahanadi Power Company Limited.

AND WHEREAS, the Bank, at the request of the Contractor agreed to provide/give in favor 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:

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- 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 Rs.2,00,000/- 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 up to _____ 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.

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- 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.

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 Stamps.