

# KSK Mahanadi Power Company Limited

(Undergoing Corporate insolvency Resolution Process vide NCLT, Hyderabad Bench order dated 3<sup>rd</sup> October 2019)

## Works

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

CIN No. U40300TG2009PLC064062

## 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/2500101/399**

**Date: 29.07.2023**

## **REQUEST FOR QUOTATION (RFQ)**

Last date for offer submission – Date: 2<sup>nd</sup> August, 2023 by 18-00 Hours

**Subject: RFQ for transportation of Shakti Linkage (FSA) Coal by Road / RCR mode from various mines of Northern Coalfields Limited (NCL) to KSK Mahanadi Power Company Limited Nariyara, Chhattisgarh.**

Dear Sir

We are reaching out to request a quotation for transportation services related to the movement of coal from mines to our power plant. As a reputable Contractor/Transporter in the transportation industry, we believe your expertise and capabilities align well with our requirements.

The detailed RFQ document with scope of work, Bid Format, General Terms & Conditions are attached below.

You are requested to submit the offer by 18-00 hours of 2<sup>nd</sup> August 2023.

Thanking you,

Yours sincerely,

For KSK MAHANADI POWER COMPANY LIMITED

AUTHORISED SIGNATORY.

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## INTRODUCTION:

KSK Mahanadi Power Company Limited (KMPCL), has 1800 MW (3 x 600 MW), coal based power project near Nariyara Village, Akaltara Tehsil, Janjgir – Champa Dist., Chhattisgarh.

## 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 NCL & must have transported minimum 100,000 MT of coal in each of the last three financial years (Proof of experience, transported quantity along with last 3 years turn over details to be submitted by the Contractor alongwith the quotation).
- c. The Contractor must have 50 own high carrying capacity tipping trucks or should have tied up to mobilize on hire basis (Details of the list of vehicles & agreement to be submitted along with the quotation).
- d. 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 RFQ.
- e. 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) or a Company Secretary (CS) certificate (either stamped by CA/CS or on the letterhead of the signatory) 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 the aforementioned certificate is not submitted or if it is discovered that the bidder has filed two or more offers from companies under same management, KMPCL reserves the right to reject all such offers.
- f. Along with offer, the contractor(s) to submit an undertaking stating that they are not connected / related directly or indirectly with the erstwhile-suspended board of directors of KSK Mahanadi Power Company Limited and they are not directly / indirectly related to the promoters of KSK Mahanadi Power Company Limited. Further, they have to submit a list of board of directors of their company viz., DIN Number, Name of Director and their address along with respective directorship of the directors in other companies..
- g. Contractor must sign and stamp each page of entire RFQ document and must quote the rate in tonne as per the requirement of this RFQ document.
- h.

## BID SUBMISSION:

RFQ being issued for end to end delivery of Shakti Linkage FSA coal from various mines of NCL to KSK Mahanadi Power Company Limited at Nariyara, Chhattisgarh through Road /RCR mode. The details of the requirements are mentioned in this RFQ.

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- i. We request you to e-mail your most competitive offer, quoting the rate for transportation in Rs. per tonne as per the requirement of this RFQ, to the following email ID [coal@ksk.co.in](mailto:coal@ksk.co.in).
- ii. Along with the offer, bidder(s) has to submit an undertaking (as mentioned above) stating that they are not connected / related directly or indirectly with the erstwhile suspended board of directors of KSK Mahanadi Power Company Limited and they are not directly / indirectly related to the promoters of KSK Mahanadi Power Company Limited. The contractor in this respect needs to submit information as per Annexure – 3.
- iii. Along with offer, the bidder(s) has to submit an undertaking stating that no bidder has filed two or more offers from companies under same management. The bidder in this respect shall furnish declaration along with directors / company information as per Annexure – 2.
- iv. If the bidder fails to submit any of the above documents along with their offer, then the offer shall not be considered for evaluation by KMPCL

## Definitions:

In the RFQ as herein defined where the context so admits, the following words and expressions will have the following meanings: -

“Coal” shall mean coal secured by KSK Mahanadi Power Company Limited under **Shakti Linkage FSA Coal**

“Contractor or Transporter” shall mean “Name of the Contractor or Transporter \_\_\_\_\_” (to be filled by contractor)

“KMPCL” shall mean KSK Mahanadi Power Company Limited.

“MKMA” shall mean destination railway siding code of KSK Mahanadi Power Company Limited

“CIL” shall mean Coal India Limited

“NCL” shall mean Northern Coalfields Limited

“ECR” shall mean East Central Railways.

“Railway Siding” shall mean railway goods siding \_\_\_\_\_ (siding name) and \_\_\_\_\_ (code) (to be filled by contractor)

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

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“Delivery Order” or “DO” shall mean an entitlement document issued by NCL (Northern Coalfields Limited) for ownership of coal in the name of KSK Mahanadi Power Company Limited.

Unless otherwise specifically stated, the masculine gender shall include the feminine and/or neutral gender and vice versa and the singular shall include the plural and vice versa.

KMPCL and the Contractor will be collectively called as “Parties” and will be individually called as “Party”.

### 1. SCOPE OF WORK:

Contractor shall execute end to end service towards performance of this contract. The Contractor shall arrange to lift the ROM Coal from various mines of NCL as per Road DO & transport to a designated Railway Siding and arrange to load and dispatch the Coal by rail to MKMA siding of KMCPL. The above scope of work shall be as per the following exhaustive but not limited to the below terms and conditions:

- a. Contractor shall coordinate with the concerned NCL authorities at the NCL collieries (against which the DO has been issued / or to be issued) for further registration and validation of DO and all other formalities for timely commencement of coal lifting.
- b. Contractor’s sole responsibility to get all the formalities well complied right from mining permission from Mines Area Office / NCL HQ / CIL / ECR, other Government offices to lift the Coal from mines to Railway Siding.
- c. KMPCL shall authorize the Contractor to take delivery of Coal from the mines as per DO and transport to Railway Siding.

#### 1.1 Transportation of Coal from Mines to Railway Siding

Contractor shall ensure to deploy adequate tipping trucks for lifting of coal from NCL mines.

- 1.1.1. Contractor shall deliver the quantity (as per daily schedule) to the Railway Siding as per asking rate against respective delivery order. Any shortfall in delivery of quantities in a particular day, the same shall be covered in next day. KMPCL shall not entertain any correspondence or waiver in terms during the last days of validity period and no permission shall be allowed for dumping at private plots other than designated Railway Siding.
- 1.1.2. Contractor shall supervise loading of Coal at NCL mines in line with the quantity & quality as mentioned in the Delivery Order.

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- 1.1.3. Contractor shall take utmost care while supervision of truck loading to ensure boulders, stones & shale are not loaded into trucks. Contractor shall take appropriate measures to avoid contamination of coal at mines / stock yard / rail siding.
- 1.1.4. Contractor shall load / transport coal strictly up to the maximum carrying capacity as determined by axle load of the vehicles as permitted by Regional Transport Authority or any statutory body. Any penalty imposed by Regional Transport Authority or any Govt. Authority, should be borne by Contractor. KMCPL shall not be responsible for any liability.
- 1.1.5. Contractor shall ensure that no excess water pouring on coal, beyond permissible sprinkling limit as per the statutory norms, takes place before placement of trucks/tipper, during loading and till completion of loading.
- 1.1.6. Contractor shall provide and cover tarpaulin immediately after the loading, tie the tarpaulin with ropes properly before dispatching the tipping trucks to siding for reducing the comprehensive environmental pollution index as per the directives of Ministry of Environment & Govt. of Madhya Pradesh & Uttar Pradesh or any other statutory body.
- 1.1.7. Contractor shall inform KMPCL for any static weighbridge installed / available near railway sidings mentioned in this work order. If any static weighbridge, available / operational then Contractor shall weigh all loaded incoming coal trucks and share weighment details to KMPCL on daily basis within contract price of this work order.
- 1.1.8. Contractor warrants that any Coal movement shall be done with proper and valid documents including Transit Pass, E-way bill and other required statutory documents. Contractor shall generate E-way bill and other required documents which are mandatory for movement of coal.
- 1.1.9. Contractor shall not divert any trucks or keep coal at any cost. Contractor shall take steps to prevent theft and pilferage from mines to siding. In case of any leftover coal which is not loaded into rakes, the same shall be brought back to yard of loading point.
- 1.1.10. During coal transportation from Mines to KMPCL, it is Contractor's responsibility to ensure the compliances of Central / State Pollution Control Boards and other statutory compliances for vehicular movement by RTO of the State.
- 1.1.11. Contractor shall take due care to protect the coal against rain, fire, damage, theft, pilferage etc. and shall be responsible for damages/ shortages arising there from and shall indemnify KMPCL for such losses. Contractor undertakes that KMPCL shall have the right and be entitled to deduct the amount of such losses or damages from the bills/ security deposit or any amount outstanding to Contractor from the KMPCL. In case there are no outstanding bills, Contractor shall pay the amount so demanded/ claimed by the KMPCL within seven (07) working days from the date of such claim/ demand.

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- 1.1.12. Contractor shall monitor and report probable expected time of arrival of trucks/ tippers at the destination railway siding based on the tracking of the vehicle movement and KMPCL reserves the right to seek such information from Contractor on as and when required basis.
- 1.1.13. All resources such as manpower, vehicles (trucks/ tippers), Consumables, fuels etc. required for execution of job shall be in the scope of contractor.
- 1.1.14. No idling charges of whatsoever reasons shall be paid to Contractor by the KMPCL
- 1.1.15. Contractor shall take comprehensive insurance policy to cover the vehicles, drivers, cleaners and third party as per the Motor Vehicles Act.
- 1.1.16. Contractor shall have to ensure that the all the drivers must possess valid driving license and same shall be produced by the driver to KMPCL's representative whenever required.
- 1.1.17. Contractor shall ensure that all valid documents like registration of vehicles, permits, insurance applicable as per the law of land must be available with the vehicles at all the time.
- 1.1.18. The contracted quantity of Coal shall be lifted and supplied to KMPCL as per the schedule provided by KMPCL within the validity of delivery order.
- 1.1.19. All the risk and responsibility from the loading point till final destination in the scope of contractor only.
- 1.1.20. Contractor shall co-ordinate with KMPCL for collection of invoices, reconciliation of coal quantity and account with NCL on monthly/required basis.
- 1.1.21. In case of Third party sampling with NCL, Contractor shall deploy adequate manpower to witness for collection, preparation and analysis of representative joint samples of coal between KMPCL and NCL.
- 1.1.22. Contractor shall follow up with NCL for quantity and quality related claims at all collieries/Offices of NCL.
- 1.1.23. Contractor shall co-ordinate with KMPCL for preparation of reconciliation and credit balance confirmation documents with NCL.

## **1.2 Coordination with NCL / ECR railways & Mining Department for lifting of coal placement of rakes & obtaining the Mining license, Unloading & stacking of coal and rake handling activities at railway siding.**

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- 1.2.1 Contractor shall coordinate with director of mines department or any other department for submission of documents and issue of mining license for movement of coal from mines and stacking of coal at rail siding. Contractor shall submit all documents on monthly basis as per requirement of mines department for movement of coal and stacking.
- 1.2.2 Contractor shall coordinate with Mines area office, Environment division or any other department if required for obtaining all required permissions for stacking of coal at siding. The permission must be valid till completion of the contract period. All expenses in this regard shall be borne by Contractor. The entire liaison work, wherever required including but not limited to respective District Mining Department and others, shall be the sole responsibility of Contractor. Wherever required, approval shall be taken from the relevant authorities. KMCPL shall not bear any expenses for the same.
- 1.2.3 Contractor shall earmark a place for KMPCL within the siding for stacking of minimum one rake quantity coal. Contractor shall deploy security personnel at the siding for protection of coal on round the clock basis. KMPCL will also have the right to deploy their representatives round the clock in addition to contractor security personnel. The Coal kept shall be covered with tarpaulins during the entire monsoon season.
- 1.2.4 The Contractor shall make necessary arrangements for unloading of Coal at designated Coal Yard at the siding. In case, NCL issues coal beyond -250 mm in size, then the Contractor ensures to crush such coal using Dozer to the size 0 – 200 mm after crushing with Dozer at railway siding.
- 1.2.5 Contractor shall ensure that no excess water pouring on coal, takes place during unloading of trucks and loading of rakes.
- 1.2.6 Contractor shall take all measures to avoid contamination of coal at siding. KMCPL coal shall be kept separately from other coal at the siding.
- 1.2.7 Contractor shall make necessary arrangements for unloading of coal trucks, stacking and heaping of coal, at the designated railway siding.
- 1.2.8 Contractor shall prevent for any type of theft or pilferage at siding. Report immediately to KMPCL for any abnormal incident at siding like fire, pilferage, theft, diversion of KMPCL trucks, mixing with foreign material or any other similar type of activities.
- 1.2.9 Contractor shall maintain register at siding and shall make entry of all type of details like incoming trucks of KMPCL to siding, Gross and tare weighment, unloading details, loading details, truck dispatch details, stock details and other details as when required by KMPCL. Format shall be provided by KMPCL. KMPCL shall perform Physical verification, whenever required at Siding.

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- 1.2.10 Contractor shall coordinate with Railway for getting all required permissions for loading of coal and to make use of Siding to KMPCL. All follow up expenses in this respect shall be borne by Contractor.
- 1.2.11 Contractor shall deal with NCL & EDRM office for submission of monthly quantities and sanction of rakes.
- 1.2.12 Contractor shall coordinate with office of the Railways to ensure timely placements of rakes for loading purpose at the siding. Contractor shall place Indents for loading. The expenses on account of Indent, shall bear by Contractor.
- 1.2.13 Contractor shall start supplying coal to KMPCL by rake after receipt of quantity approx. 4000 tonne at siding. Further, Contractor cannot keep more than one rake quantity at Railway Siding.
- 1.2.14 Contractor representative shall inform all designated KMCPL officials about each rake placement for loading and release from siding after loading through SMS along with weighment details.
- 1.2.15 Contractor shall ensure rakes with all fit wagons and avoid placement of rakes having sick wagons. In case of any sick wagon is placed, Contractor shall rectify it through Railway C & W team.
- 1.2.16 Contractor shall perform wagon inspection upon placement of rake and ensure no residual / foreign material remaining inside the wagons and ensure proper cleaning of wagons contains foreign material if any prior to commencement of loading.
- 1.2.17 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 machineries, equipment's manual Labour shall be engaged by contractor for loading.
- 1.2.18 The Contractor shall ensure to load upto the carrying capacity of the rake, minimizing the under loading. The Railway Charges towards delay in loading, overloading charges and / or any other charges other than Railway freight shall be recovered from the running bills of the Contractor.
- 1.2.19 Contractor representatives shall ensure proper loading / levelling / rectification process of each wagon to get uniform and maximum loading. Contractor shall deploy adequate manpower for proper loading and levelling, rectification and picking up stones if any from the loaded wagons.
- 1.2.20 Contractor shall ensure to update KMPCL and take steps immediate for any mishap, missing



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wagons or abnormal incident in en-route.

- 1.2.21 Contractor shall communicate immediately for any sick wagons detached/ NR wagons attached.
- 1.2.22 Contractor shall ensure rake is weighed at siding before dispatch to KMPCL.
- 1.2.23 Contractor shall keep the railway siding clean. The spillover coal on the tracks and on the Siding shall be cleaned collected and transported to siding yard.
- 1.2.24 Contractor shall bear demurrage, detention / wharfage to Indian Railways or any other charges claim by Indian Railways on account of delay in shifting of material to siding from mines, cleaning of wagons, loading, covering of tarpaulin or any type of delay by Contractor. KMPCL shall not bear any cost what so ever in this regard.
- 1.2.25 In case of any accident cause during this work to Contractor Labour / truck drivers / NCL employees / railway employees / public / private / Contractor outsource agency or anybody, all liabilities / charges / losses cost shall be bear by Contractor. KMPCL will not entertain any of the claims by Contractor in this regard. If any penalty/charges have been imposed additionally on KMPCL by Railways / MCL / Govt. Body / Public / private then KMPCL is entitled to recover such amount from Contractor bills. KMPCL shall recover after the contract period also.
- 1.2.26 In case of any damages to NCL / Indian Railways / property, Public / Private / Govt. property, KMPCL or anybody due to negligence of Contractor at any point of time during the Work Order period, any cost arising due to this, shall be borne by Contractor. KMPCL shall not entertain any of the claims by Contractor in this regard. All cost, risk and responsibilities are under the scope of Contractor.
- 1.2.27 Contractor shall pay minimum Wages, Statutory charges & Special Allowance or any other charges as per statutory norms to Labour or personnel depute/executing this contract. For any increase in the quantum of Minimum Wages or Statutory liabilities in future, then Contractor shall bear the charges.
- 1.2.28 Contractor shall be responsible for the welfare of employees Personnel as per the various laws, rules or regulations whether Central or State as applicable and for the time being in force. Contractor shall take out necessary Workmen Compensation Insurance / Health / General Insurance / ESI cover / Life Insurance to all its Personnel for personal accident and death whilst performing the duty pursuant to this Contract. KMPCL shall not be responsible for any liability.
- 1.2.29 Contractor shall abide by and duly comply with all the relevant / applicable laws, regulations and other statutory / administrative guidelines enforced by the Central/State Government

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from time to time, in relation to provision of Services under this order and deployment of the Personnel, including but not limited to the provisions under the Employees' Provident Fund & Miscellaneous Provisions Act, 1952 and Contract Labour (Regulation & Abolition) Act, 1970 and ESI Act (as applicable). KMPCL shall not be responsible for any liability.

- 1.2.30 Contractor shall execute round the clock on all the days of week as directed by the KMPCL authorities and contractor shall be obliged to comply with the same.
- 1.2.31 Contractor shall deliver the entire DO quantity by Rail, in case of any balance quantity remained at siding that could not be formed into full rake, such quantity shall be transported as per clause 1.3 after written confirmation of KMPCL. If KMPCL restricts to lift the residual quantity from the mines after considering the cost & security of the coal. The penalty for the short lifting shall not be applicable to the contractor.
- 1.2.32 The residual coal quantities that are not sufficient to load one full rake at the end of final delivery order, shall be transported and deliver to KMPCL through trucks only after written confirmation of KMPCL. Contractor has keep such balance coal separately and shall not divert, mix or retain coal.
- 1.2.33 Contractor shall abide by all instructions, procedure or any other requirement as per NCL guidelines.
- 1.2.34 Contractor shall send daily report to KMPCL, every day by 11 A.M for all the activities as per the format provided by KMPCL.
- 1.2.35 Contractor shall ensure adequate manpower in all the locations i.e. concerned NCL Mines NCL Offices/ECR Indian Railway office /Kolkata for all types of activities as per scope of work.
- 1.2.36 Contractor shall collect the Coal bills, original RRs and other original documents from the NCL / Railways immediately and forward the same to our plant on daily basis. Photocopy of RR shall be submitted by Contractor within 24 hours from the rake loading completion.

### **1.3 Transportation of Residual Quantity of Coal (that cannot form one full rake) from either from Mines or from the designated Railway Siding**

- 1.3.1 At the time of completion of DO quantity, as per the discretion of the KMPCL, the balance small quantity that is yet to be lifted from mines, which is inadequate to form full rake quantity, to be transported Directly from Mines to KMPCL Plant by road through trucks.
- 1.3.2 Apart from above, the balance residual quantity that is remained at Railway Siding, which also cannot be formed one full rake, has to be transported from Railway Siding to KMPCL Plant by Road through trucks. Contractor has to keep such balance coal separately and shall not divert, mix or retain coal.

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1.3.3 All the statutory norms must be adhered to mention in detail as above vide clause 1.1.

## 2. CONTRACT PRICE: (Contractor shall mention the rates)

S.No.	Colliery (Mine)	Grade	thru designated rail way Siding		Mines / Railway Siding to KMPCL Plant by direct road mode. Rs. Per mt
			Mines to Railway Siding by Road Rs. Per mt	Siding charges, Wagon Loading & Rake Handling Rs. Per mt	
1	Amlohri	G-7			
2	Block-B	G-7			
3		G-10			
4	Bina	G-11			
5		G-10			
6		G-9			
7	Dudhichua	G-11			
8					
9	Jayant	G-8			
10		G-7			
11	Kakri	G-10			
12	Khadia	G-8			
13		G-9			
14	Krishnashila	G-8			
15	Nigahi	G-8			
16		G-11			
Remarks			Payable on lifted quantity from mines	Payable on plant received normalised quantity	Payable on plant received normalised quantity

The transportation charges for mines to KMPCL Plant (Normalised Quantity) and Mines to Railway Siding will be paid on mines lifted quantity. Railway freight will be paid by KMPCL (from Railway Siding to MKMA)

The above rates shall be fixed for the entire duration of the Work Order.

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

All payments including statutory payments shall be borne by the Contractor for the movement of Coal and are included in the rate.

### 3. WEIGHMENT:

Weight recorded at KMPCL Weighbridge is considered as final weight and binding on both the parties. Contractor may depute one representative to witness the weighment at KMPCL weighbridge. In the absence of Contractor's representative, KMPCL shall go ahead with weighment. For any reason, if it is not possible to weigh at KMPCL weighbridge, then Challan (submission of weighment slip necessary) / RR quantity shall be final and binding.

### 4. QUANTUM OF WORK:

Quantity of Coal to be transported as per below table:

Subsidiary	Quantity (Mt)
NCL	41000 Mt (approx.)

KMPCL reserves the right to allocate mines and quantity in part or full of the quantum of work to multiple agencies. The decision of KMPCL in selection of Contractors / Transporters / Agencies shall be final and binding on the Contractor.

### 5. 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 KMPCL shall be final and binding. KMPCL shall not allow any third party in their premises for sampling & analysis on request of the Contractor.
- b) The representative of the Contractor shall be allowed to witness the collection of samples; however, in no case the Contractor will be allowed to witness sample preparation and sample testing unless specifically approved by RP on case to case basis.
- c) The material received during a Day shall be taken for sampling. Samples shall be taken from each truck as per **IS procedures**.
- d) The material collected for sampling purpose, at the end of every Day will be taken up for preparation of samples in terms of **IS procedures**. The result for the Day so available for composite sample prepared for a Day will be applied to all the

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material received against the respective Delivery Order, on that Day for a particular mode of supply.

- e) Three samples will be prepared one for testing and other two will be referee samples for each mode of supply.
- f) Two referee samples will be prepared for each mode of supply and kept at the Site; these two referee samples will be designated as “FIRST REFEREE SAMPLE” and “SECOND REFEREE SAMPLE”. The referee samples so prepared will be kept with a proper tag indicating the mode of supply along with other relevant details.
- g) “FIRST REFEREE SAMPLE” will be tested at KMPCL Plant laboratory only as per IS Procedures, in case of any discrepancy. The Contractor may within two days of receipt of sampling results, raise any dispute against values declared for sampling results. Any dispute thereafter will not be entertained by KMPCL and the results declared as per first sample tested will be considered final and binding for the billing purpose.
- h) “SECOND REFEREE SAMPLE” shall be kept at the Site & shall be sent to 3rd party analysis if required or if demanded by the Contractor, only in case the results for “FIRST REFEREE SAMPLE” are not acceptable to the Contractor. The Contractor may, raise any dispute against values declared results against FIRST REFEREE SSAMPLE within two days of receipt of results . Any dispute thereafter will not be entertained by the KMPCL and the results declared as per “FIRST REFEREE SAMPLE” tested will be considered final and binding for the billing purpose.
- i) The 3<sup>rd</sup> party for testing the “SECOND REFEREE SAMPLE” will be QCI/ CIMFR/ SGS or IGI. Results declared by 3rd party shall be final & binding on both, the Contractor and the KMPCL. The cost of sampling for “SECOND REFEREE SAMPLE” will be borne by KMPCL and shall be recovered from the Contractor in case referee sample analysis is required to be done at the request of the Contractor. Referee sample will in no case be handed over to the Contractor. The referee samples will be maintained for a period of 30 days only.

**6. COAL QUALITY:**

- a) Raw Coal transported hereunder by the Contractor shall be substantially free from impurities and foreign material including, but not limited to Indonesian coal, slate, soil, rock, wood, tramp metal, and mine debris or hazardous material. In case of any damage to the property / machinery of the plant, shall be recovered from the Vendor at Actuals.

# KSK Mahanadi Power Company Limited

(Undergoing Corporate insolvency Resolution Process vide NCLT, Hyderabad Bench order dated 3<sup>rd</sup> October 2019)

CIN No. U40300TG2009PLC064062

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- b) Contractor shall ensure for supply of Raw Coal, having guaranteed GCV (ARB) as per below table.

*(Contractor has to mention)*

S.No.	Mines/Colliery	Grade	Guaranteed GCVB On ARB GCV basis (Kcal/Kg)
1	Amlohri	G-7	
2	Block-B	G-7	
3		G-10	
4	Bina	G-11	
5		G-10	
6		G-9	
7	Dudhichua	G-11	
8		G-8	
9	Jayant	G-7	
10		G-10	
11	Kakri	G-8	
12	Khadia	G-9	
13		G-8	
14	Krishnashila	G-8	
15	Nigahi	G-11	
16		G7	

- c) Guaranteed Total Moisture (TM) **not exceed 14%** or less in dry season (Oct – May) & 16% during the monsoon season (Jun-Sep).

## 7. PENALTY:

- a) In case the Contractor fails to deliver the Guaranteed GCV (ARB) as per clause number 6b, then penalty for the same will be levied at the rate of Rs. 0.50 per kcal/kg on pro-rata basis.

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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: {[Guarantee GCV 3900 kcal) – (received GCV 3800 Kcal /kg) x 0.50 x Quantity is 1MT) = Rs.50/MT}.

GCV penalty will be calculated on fortnightly weighted average basis (i.e 1<sup>st</sup> to 15<sup>th</sup> and 16<sup>th</sup> to 30<sup>th</sup> or 31<sup>st</sup>)

- b) 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 vehicleshall be recovered from the Contractor along with appropriate legal action.
- c) 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.
- d) 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 mentionedbelow.  
  
**Normalized receipt quantity** = [{Actual receipt weight at KMPCL end}] \* {100- TM receiptat KMPCL end}]/ [100 – Guaranteed TM]. There no premium for lower moisture
- e) In-case of any loaded vehicle found at plant with broken seals or without seals & proof of theft or pilferage then the coal in the vehicle will be unloaded at the KMPCL coal yard & entire landed coal cost of the coal of the said vehicle shall be recovered from the contractor along-with the penalty of Rs.10,000/- for such truck.
- f) All the above Penalties shall be recovered from the running bills of the contractor.

## 9. BILLING & PAYMENT:

Contractor shall provide bills for all the charges along with the supporting documents as per Work Order terms, within four days from the completion of fortnight basis i.e., 1<sup>st</sup> to 15<sup>th</sup> and 16<sup>th</sup> to 30<sup>th</sup>/31<sup>st</sup> of calendar months.

The contractor has to submit separate bills for Transportation and Rake Handling Charges (if applicable) along with relevant GST to be submitted to KMPCL for payment processing. GST on transportation shall be paid to Government by KMPCL under Reverse Charge Mechanism.

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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 for 90% of invoice value within 21 days' time from submission of complete and clear documentation.

The Balance 10% payment after deduction of penalties for quantity, quality and any other recoveries as per provisions of the order shall be released from the HO at Hyderabad within 15 days from the date of completion of Work Order.

Contractor shall collect the invoices from NCL and submit to KMPCL within 3-4 days from issue of Invoices from NCL.

### 10. WORK ORDER DURATION:

The Work Order shall be valid till the validity of Delivery orders plus two days, which will be issued till 30<sup>th</sup> September 2023.

### 11. PERFORMANCE BANK GUARANTEE:

Within 3 (three) working days from the date of acceptance of the Work Order, the Contractor shall furnish a Performance Guarantee in the form of cash deposit or a Bank Guarantee of a Nationalised / Scheduled Bank authorized by RBI to issue bank guarantee in the prescribed format given by KMPCL for due and faithful performance of the Work Order along with other terms and conditions. The Performance Guarantee shall be for 10% of the contract value (contract value will be computed based on the average quantity mentioned in Work Order). In case the Contractor is unable to furnish the Performance Guarantee within the stipulated time, the Contractor shall be blacklisted for the next 3 years and the decision of the RP in this regard shall be final. The Bank Guarantee shall be valid till the expiry of the Work Order plus 30 days, as claim period. Such amount shall be released without interest only after satisfactory completion of work order. KMPCL shall have right to encash 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 encash the Performance Bank Guarantee, then Contractor shall restore the same to original values within 10 days. Such Bank Guarantee should be furnished within 7 days from issue of Notice to Proceed / Contract by KMPCL.

The General Terms and Conditions attached as Annexure - I form an integral part of this Work Order.

### 12. 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



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the stipulations of this RFQ document.

- c. KMPCL reserves the right to cancel this RFQ 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.

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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 fullharness 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

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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/pandemics, 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

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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

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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 beat 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.

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### **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 endeavor 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.

### **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.

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## 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 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.

**Notwithstanding anything contrary mentioned above, in case of any sort of disputes arising under the Contract, the decision of the Resolution Professional of KSK Mahanadi Power Limited shall be final.**

## KSK Mahanadi Power Company Limited

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### ANNEXURE - 2

Date:-

To,  
Mr. Sumit Binani,  
Resolution Professional of  
KSK Mahanadi Power Company Limited,  
8-2-293/82/A/431/A, Road No:22, Jubilee Hills,  
Hyderabad, Telangana 500033

Dear Sir,

**Sub: Undertaking under the Insolvency and Bankruptcy Code, 2016 with regard to Related Party of Corporate Debtor**

In reference to the above submitted bid against the RFQ KMPCL-OPER, HYD/BKDH/2500101/399 dated 29<sup>th</sup> July 2023 transportation of Shakti Linkage (FSA) Coal by Road / RCR mode from various mines of Northern Coalfields Limited (NCL) to KSK Mahanadi Power Company Limited Nariyara, Chhattisgarh as per the grades / specifications mentioned above, we ("**Contractor/Transporter Name**" and its Affiliate Company) state, submit and confirm that:

We are not related to KSK Mahanadi Power Company Limited ("KSK Mahanadi / Corporate Debtor") in any manner as per the definition of "Related Party" enshrined in the Insolvency and Bankruptcy Code, 2016 and rules and regulations framed thereunder (IBC), each, as amended from time to time. We confirm that there is no common Director on the Board of the Company and M/s. KSK Mahanadi Power Company Limited. We also confirm that we are not disqualified in any manner in terms of the provisions of Section 29A of the IBC.

This is for your kind information and records.

Thanking you,

Yours sincerely,

(Contractor/Transporter's Name)

Authorised Signatory



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Fax: +91-40-23559930

### ANNEXURE – 3

To  
KSK Mahanadi Power Company Limited  
Hyderabad

Subject: No offer Submission from Group Companies

Dear Sir,

We ( Contractor/Transporter's Name ) , hereby provide the following undertaking in relation to transportation of Shakti Linkage (FSA) Coal by Road / RCR mode from various mines of Northern Coalfields Limited (NCL) to KSK Mahanadi Power Company Limited vide RFQ no. **KMPCL-OPER, HYD/BKDH/2500101/399**, dated **29<sup>th</sup> July 2023** for KSK Mahanadi Power Company Limited.

1. We confirm that ( Contractor/Transporter's Name ) is the sole entity participating in the bidding/RFQ process for Transportation of Coal to KSK Mahanadi power plant at Akaltara, Chhattisgarh.
2. We further confirm that none of our group companies, including subsidiaries, affiliates, or any other related entities , have submitted or will submit an offer for Transportation of coal to KSK Mahanadi Power plant at Akaltara, Chhattisgarh against the above mentioned RFQ.
3. We acknowledge that any breach of this undertaking will lead to the immediate disqualification of ( Contractor/Transporter's Name ) from the procurement process and may result in legal consequences.
4. We understand the importance of maintaining fairness, transparency, and ethical practices in the procurement process, and we affirm our commitment to abide by the principles and guidelines established by KSK Mahanadi Power Company Limited.

The details of Directors are as follows:

S. No.	Name of the Director	Directorship in Other Companies
1.		1. 2. 3. Etc.
2.		1. 2. 3. Etc.
3.		1. 2. 3.

## KSK Mahanadi Power Company Limited

(Undergoing Corporate insolvency Resolution Process vide NCLT, Hyderabad Bench order dated 3<sup>rd</sup> October 2019  
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

		Etc.
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Please consider this undertaking as a formal declaration of our compliance with the aforementioned conditions. We assure you that ( Contractor/Transporter's Name ) will uphold the highest standards of integrity and honest throughout the procurement process.

Thanking you.  
Sincerely.

(Contractor/Transporter's Name )  
Authorized Signatory ( C.A / C.S)

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Hyderabad – 500033  
Tel: +91-40-23559922-25  
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### **BIDDER INFORMATION**

#### **(TO BE FILLED BY THE BIDDER)**

1. Name of the company
2. Status of the company (Please tick the appropriate box)
  - 2.1 Proprietary Firm ( )
  - 2.2 Partnership Firm ( )
  - 2.3 Private Limited Company ( )
  - 2.4 Public Limited Company ( )
  - 2.5 Co-operative Society ( )
  - 2.6 Public Undertaking ( )
  - 2.7 Any Other (Please Specify) ( )
- 2.8 Date of Establishment
- 2.9 Firm is registered under (Please tick the appropriate box)
  - 2.10 Partnership act ( )
  - 2.11 Any other authority (Please specify) ( )
- 2.12 Registration Details
  - 2.13 Registration No. and date ( )  
(Kindly attach a photocopy of registration certificate)
  - 2.14 Membership to any body ( )
  - 2.15 Any other Statutory Registration ( )
- 2.16 Registration details with taxation authorities
- 2.17 Permanent Income Tax A/c No.
- 2.18 Service Tax Registration No.

## KSK Mahanadi Power Company Limited

(Undergoing Corporate insolvency Resolution Process vide NCLT, Hyderabad Bench order dated 3<sup>rd</sup> October 2019  
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- 2.19 Central Sales Tax No.
- 2.20 Whether Excise Duty applicable:  
YES ( ) NO ( )
- 3 Employee's Provident Fund Code No. ( )
- 3.1 Employee's State Insurance Code No. ( )
4. Communications Details
- 4.1 Address for Registered office
- 4.2 Address for Branch Office
- 4.3 Address for Works /  
Factory a)  
b)
- 4.4 Items Manufactured / Services Offered
5. List of directors / Partners / Proprietor with their residential / Official addresses, Telephone Nos and Fax. Nos. & E-mail ID's.
6. Name of Bankers
7. Also enclose appropriate certificate from ISO and other certification agencies:
8. Name of Bankers:
9. List of five reputed clients with full address, Fax No, E-Mail ID and names of contact persons with whom registered as approved vendor. (Enclose latest order copies from them.)
10. Turnover, profit and other key financial parameters in last three years: (Please attach copies of respective Balance sheets.)

## **KSK Mahanadi Power Company Limited**

(Undergoing Corporate insolvency Resolution Process vide NCLT, Hyderabad Bench order dated 3<sup>rd</sup> October 2019  
CIN No. U40300TG2009PLC064062

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11. Whether Company has faced (in past or present) any judicial enquiry, legal conflict, decree, notice by court (Please attach extra sheets if requires.)
12. Please submit photo copy of major contracts already executed by you during last 3 years.

(Signature of the applicant with stamp)

Place

Designation

Date