



KSK Mahanadi Power Company Limited

CIN No : U40300TG2009PLC064062

Works

Near Nariyara Village,
Akaltara Tehsil,
Janjgir - Champa District,
Chhattisgarh
Te (Site): 07817-284001

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-Materials/Hyd/ 02 /2024

Dtd : 18-03-2024

RFQ no 4943- Ready Mix Concrete (RMC)

Subject: RFQ for supply of Ready Mix Concrete (RMC) for KSK Mahanadi Power Company Limited (Corporate Debtor) under Corporate Insolvency Resolution Process (CIRP) at plant site, near Nariyara Village, Akaltara Tehsil, Janjgir - Champa Dist., Chhattisgarh

The detailed RFQ document with material details, general terms & conditions are enclosed below.

You are requested to submit the offer by 18:00 hours of 25.03.2024.

**Thanking You,
For KSK MAHANADI POWER COMPANY LIMITED**

1. QUALIFICATION CRITERION

- a. The bidder should be a proprietor firm/ partnership firm or company incorporated in India.
- b. The bidder or its associates¹ 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 Bidder hereafter). Any affiliate of Ineligible Bidder shall not be eligible to take part in this tender.
- c. The bidder(s) undertakes that they are not connected/ related directly or indirectly with the erstwhile suspended board of directors of KSK Mahanadi Power Company Limited. Submitting the offer shall be an acknowledgement in this regard from the bidder(s).
- d. Looking towards the settling nature of material, bidder shall be able to supply RMC material within 10 to 12 Kms vicinity of the plant.
- e. Bidder should have previous experience of handling the same material for other reputed power plants in India.
- f. Bidder should have the turnover of minimum 3 times the value of the said RFQ.

2. BID SUBMISSION

- a. We request you to email your most competitive offer, quoting the rate on INR basis to the following email ID : kmpcl.materials@ksk.co.in ; radheshyam.k@ksk.co.in
- b. Along with offer, the bidder(s) has to mandatorily 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 as per **Annexure - 1**.

3. RFQ DETAILS as per enclosed Annexure-2

4. **PRICE BASIS:** The above value of Purchase Order is on the basis of FOR, Delivery at KMPCL Plant, Nariyara, Chhattisgarh, India.
5. **TAXES AND DUTIES:** The total order value shall be inclusive of all taxes and duties including Goods & Services tax. Supplier has to confirm the applicable HSN codes and GST which is at the rate of 18% on the basic order value. TDS as per latest and u/s 194Q will be deducted as applicable.

6. QUALITY AND INSPECTION:

All the material being supplied under this Purchase Order shall be confirming to the following:

- a. Material supply shall be as per specifications mentioned by KMPCL.
- b. RMC data sheet and Batch test certificate of material.

7. PAYMENT SCHEDULE:

100% of total Order value will be paid with 21 days:

- a. Against copy of tax invoice and receipt of material to KMPCL plant.
- b. Against invoice certification by KMPCL user.

8. **DELIVERY SCHEDULE:** Material must be delivered to KMPCL plant as per the agreed schedule and against instruction from KMPCL for supply of material.

9. **MATERIAL DELIVERY AND INVOICING DETAILS :** Shipping mark to be affixed on each of the packages shall be as below:

Delivery to	KSK Mahanadi Power Company Limited Village: Nariyara, Tehsil: Akaltara, District: Janjgir-Champa, Chhattisgarh – 495553, India.
Description of Goods	(Please mention the name of the Material)
Net. Wt.	(Please mention the exact Net weight of the package.)
Gross Wt.	(Please mention the correct gross weight of the package.)
Contact Person	Mr Rishikesh Mob:- +91-7869951022

10. **DELIVERY OF DOCUMENTS WITH MATERIAL :**

All original documents including Invoice, Packing List, delivery challan, LR etc. along-with testing and inspection documents shall be delivered to the above invoicing address with material, while simultaneously sending one similar set of documents at KMPCL Hyderabad office as per details below .

Kindly ensure to provide your TIN Number/ GST Number in all the Tax Invoices.

Name of the Company : KSK Mahanadi Power Company Limited
Address : 8-2-293/82/A/431/A, Road No 22, Jubilee Hills
Hyderabad – 500033, Telangana State.
Contact Person : Mr. Suryasreenivas
Phone No : 040-23559922

#List of Documents to be sent along with material and one set to Hyderabad office

S.No.	Description		S.No.	Description	
1	Commercial Invoice	✓	7.	Certificates from OEM	✓
2	Packing List	✓	8.	Warranty/guarantee certificate	✓
3	Delivery Challan	✓	9.	Fitment Guarantee Certificate	✓
4	E way bill	✓			
5	Lorry Receipt (LR)/Courier Docket/AWB	✓			
6	Insurance policy / Certificate	✓			

11. **TRANSIT INSURANCE:**

Transit Insurance for the material from supplier's works to the KMPCL Plant in India shall be arranged by the supplier and copy of insurance policy shall be submitted alongwith dispatch documents.

12. **CONFIDENTIAL AND PROPRIETARY INFORMATION:**

Each party acknowledges and agrees that any and all information emanating from the other's business, in any form, including but not limited to information relating to the disclosing party's past, present, or future research, development or business activities is "Confidential and Proprietary Information". Each party agrees that it will not, during or after the term of the contract, permit the duplication or disclosure of any such Confidential and

Proprietary Information to any person (other than an employee, agent or representative of the other party who needs such information for the performance of the obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the disclosing party in writing. "Confidential and Proprietary Information" is not meant to include any information which (a) is publicly available or is made publicly available by the disclosing party without restriction; (b) is rightfully received by the receiving party from third parties without accompanying secrecy obligations; (c) is already in the receiving party's possession and was lawfully received from sources other than the disclosing party; or (d) is independently developed by the receiving party. The secrecy of the Confidential and Proprietary Information disclosed pursuant to this letter of engagement shall be maintained for a period of three (3) years following disclosure thereof.

13. ARBITRATION:

All disputes or differences of whatsoever nature arising out of this Purchase Order shall first be settled through mutual negotiations between the Parties and such of the disputes which cannot be settled within a period of 30 days from the date of reference thereof, the same shall be resolved by a final and binding arbitration in accordance with the provisions of latest Arbitration Rules and as revised/amended from time to time. The venue of such arbitration shall be Hyderabad.

14. GOVERNING LAW AND JURISDICTION: This Purchase Order shall be governed by the laws of India and subject to Clause 14 hereinabove, the courts at Hyderabad alone shall have the Jurisdiction to try over all disputes that arise under or pursuant to this Purchase Order.

15. FORCE MAJEURE: Time being the most important feature of the contract, if either party is prevented from the performance of its obligations in whole or in part for reasons of force majeure viz. acts of God , Acts of government, Acts of public enemy, war, hostility, civil commotion, sabotages, Fire floods, Explosions epidemics, Lawful strikes and lockouts a notice to that effect shall be given by the effected party to the other party within 15 days from the occurrence of the event, the period of force majeure shall be excluded from time specified for any of the events specified in this clause lasts for a continuous period of less than seven days such events shall not be construed to be force majeure events. If the force majeure event continues beyond a period of two months, the parties shall mutually decide further course of action. If mutual settlement cannot be arrived at with in a Period of three months from the beginning of the force majeure event, either party shall have the right to terminate the contract.

16. TERMINATION :

The Contract shall be terminated by KMPCL by giving a seven (7) days' notice and without any compensation under the following circumstances including but not limited to:

- a. Bidder becomes insolvent; or
- b. Bidder has been convicted of any crime which in KMPCL's reasonable judgment is likely to adversely affect the goodwill of KMPCL; or
- c. If any of the representations of the statements etc. made by the Bidder in connection with the Contract are incorrect or are found to be incorrect.

17. LIMITATION OF LIABILITY:

Under no circumstances shall the purchaser be liable whether any way of Indemnity or by reason of any breach of the order or of statutory duty or by the reason of tort (including but not limited to negligence) on account of the supplier, for any loss of use, loss of profit, loss of production, loss of contracts, loss of revenues, any other financial or economic loss or any consequential or indirect damages whatsoever howsoever arising suffered by the supplier.

18. TITLE AND RISK OF LOSS :

Risk of loss of goods shall pass to the purchaser at the time when the goods are as per the delivery schedule having been actually delivered and handed over to the purchaser at the point of final destination. For the avoidance of doubt, the supplier/seller shall bear all risk of loss of, or damage to, the goods, and pay all cost including freight and insurance related to goods, until such time as they have been delivered in accordance with the terms of this contract to the purchaser.

19. WARRANTEE/GUARANTEE

All the supplied material shall be guaranteed for the period of 12 months from the date of receipt of material at KMPCL plant.

In case of failure of the spares during the guarantee period, the damaged item shall be supplied free of cost within 30 days' time from the date of intimation to your office & shall be delivered at KMPCL plant. All the material shall be supplied free from any kind of defects in material, manufacturing, fitment warranty, title and performance. If the material does not meet the above guarantee parameters, KMPCL will promptly notify the Vendor in writing within 24 hours.

In case of shortages, damages, rejections, KMPCL shall recover the full value in the running Purchase Orders or in the next Purchase Orders or supplier shall replay the equivalent amount to KMPCL. The supplier shall collect the rejected material / parts from KMPCL plant after supply of replacement parts to the KMPCL Plant.

ENCLOSED WITH THE RFQ:

1. Annexure-1 – Undertaking
2. Annexure-2 – RFQ details

ANNEXURE-1

Ref No:-

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 furtherance to the discussion and acceptance to PO for the supply of (material name),
we (Company Name) 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 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,
For (Company Name)

Authorised Signatory

ANNEXURE 2

RFQ DETAILS

Sr No	RFQ NO NO	KMPCL Item code	Material Description	UOM	Qty	Unit Rate Rs	Total Amount Rs
1	4903	1002000071	Supplying of Ready Mix Concrete (RMC)of Required Grade, as per IS 456, Prepared in Mechanised Concrete Batching Plant using good quality OPC/PPC Cement, River sand, well Graded hard stone Variety Aggregate of size 20 mm Downgraded with Suitable Admixtures and Supplied in Transit Mixers to site in a Condition that is Workable, Including Necessary Pouring or Dumping near the Final Location with Approved Slump Including site Testing of Slump and Necessary Cube Strength Certificates etc Complete., Concrete Grade : M 30 .	Cum	2803		
	4903	1002000072	Supplying of Ready Mix Concrete (RMC)of Required Grade, as per IS 456, Prepared in Mechanised Concrete Batching Plant Using good Quality OPC/PPC Cement, River sand, well Graded hard stone Variety Aggregate of size 20 mm Downgraded with Suitable Admixtures and Supplied in Transit Mixers to site in a Condition that is Workable, Including Necessary Pouring or Dumping near the Final Location with Approved Slump Including site Testing of Slump and Necessary Cube Strength Certificates etc Complete.,Concrete Grade : M 20	Cum	280		
						Total in Rs	-
						(HSN code to be mentioned) :	GST @ 18 %
						Total Value on FOR KMPCL plant delivery	-