

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/2500101/1000

Date: 13-12-2022

REQUEST FOR QUOTATION (RFQ)

Last date for offer submission – 18 : 00 hrs of 15/12/2022

Subject: RFQ for transportation of E-Auction Coal by Road / RCR mode from Kusmunda OC mines of Korba Area of South Eastern Coalfields Limited (SECL) to KSK Mahanadi Power Company Limited Nariyara, Chhattisgarh through Direct Road / RCR mode.

RFQ being issued for end to end delivery of E-Auction Coal from Kusmunda OC mines of Korba Area of SECL to KSK Mahanadi Power Company Limited at Nariyara, Chhattisgarh through Direct Road / RCR mode. The details of the requirements are mentioned in this RFQ.

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 E-Auction coal from Kusumunda mines of SECL for Korba Area.

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

“KMPCL” shall mean KSK Mahanadi Power Company Limited.

“CIL” shall mean Coal India Limited.

“SECL” shall mean South Eastern Coalfields Limited.

“Mines/Collieries” shall mean Kusumunda OC mines of Korba Area of SECL.

“ROM” shall mean Run of Mines or Raw coal.

“Crushing Coal” shall mean sized coal between -0 mm to -100mm.

“SECR” shall mean South East Central Railways.

“Siding” shall mean railway goods siding _____ (siding name) and _____ (code) (mention name of sidings and codes to be filled by contractor)

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

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

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

“Acceptance of the Work Order” shall mean acceptance by the contractor within 24hrs of the next working day from the date of issuance of work order (by email / courier/in person).

“Direct Road or Road” shall mean road transportation to plant without any transition.

“RCR” shall mean Road cum Rail transportation through any nearby siding.

Unless otherwise specifically stated, the masculine gender shall include the feminine and / or neutralgender 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”.

SCOPE OF WORK:

Contractor to execute end to end service towards performance of this contract. The Contractor shall arrange to lift the ROM Coal from Kusmunda OC mines as per Road DO, transport by Direct Road/ RCR mode siding and arrange to deliver the Coal to KMPCL plant at Nariyara, Chhatisgarh as per the following exhaustive but not limited to the below terms and conditions:

Contractor may choose to quote for Transportation option by Direct Road or RCR (siding)

Option A:

1. Direct Road (Transportation of Coal from Mines to Plant)

- 1.1 Collection of documents from KMPCL, submission of documents and co-ordinate with SECL, Bilaspur to obtain the delivery order & compliance of all formalities with SECL H.O., Mines area & other Govt. agencies for commencement of coal lifting from the designated mines against the Delivery Order. KMPCL will authorize the Contractor to perform all the above activities on behalf of KMPCL.
- 1.2 Contractor shall ensure to deploy adequate number of tipping trucks at mines for lifting & delivery of coal as per the monthly scheduled quantity (MSQ) without lapses.
- 1.3 Contractor shall take utmost care while supervising loading of tipping trucks at mines to ensure boulders, stones, shales are not loaded into tipping trucks. Contractor shall take appropriate measures to avoid contamination of coal at mines.

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

- 1.4 Contractor shall supervise loading of Coal at mine(s) in line with the quantity & quality as mentioned in D.O & as declared by SECL / CIL.
- 1.5 Contractor shall supervise and ensure loading of coal quantity as per Carrying Capacity of tippingtrucks approved by RTA.
- 1.6 Contractor shall supervise, witness and ensure sampling, preparation and collection of samples of coal by Third Party Agency (TPA) between KMPCL and SECL. Collected samples to be sent by courier on daily basis to KMPCL, as directed by KMPCL representatives. Any charges in this connection to be borne by the Contractor.
- 1.7 Contractor shall ensure that the coal lifted from Kusmunda OC of SECL mines is delivered at KMPCL plant site.
- 1.8 Contractor shall deliver minimum quantity to the plant as per the asking rate of the delivery order. Any shortfall in delivery of quantities in a particular day, the same shall be covered in next day.
- 1.9 Contractor shall provide and cover the tarpaulin with minimum thickness of 170 GSM immediately after loading of the tipping trucks, and tie the tarpaulin with ropes, trucks will be sealed with all 18 Nos of seals before dispatching the trucks to KMPCL for reducing the comprehensive environmental pollution index as per the directives of Ministry of Environment & Govt. of Chhattisgarh State and safety of coal. Contractor should transport coal strictly up to the maximum carrying capacity as determined by axle load of the vehicles as permitted by Regional Transport Authority. Any penalty imposed by Regional Transport Authority, due to overload or spillage of coal at road during transportation shall be borne by the Contractor.
- 1.10 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, during loading and till completion of loading at mines end.
- 1.11 Contractor shall make necessary arrangements for transportation of coal as per the size mentioned in the delivery order, from the collieries of SECL Coalfields to KMPCL plant and shall be responsible for safe transportation. In-case of big size coal loaded other than mentioned in DO, contractor shall be responsible for unloading & manual crushing of coal at KMPCL plant site. If KMPCL unload and crush manually coal at the plant, then the cost incurred for the same shall be recovered from the contractor at rate of Rs.50/- per MT.
- 1.12 The contractor shall ensure that no theft / pilferage during transit from the mines end till delivery at KMPCL plant site. In-case of any loaded vehicle found at plant with broken seals or without seals & proof of theft or pilferage then entire landed coal cost of the coal of the said vehicle shall be recovered from the contractor along-with the penalty of Rs.10000/- against each such truck.

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,
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

- 1.13 If any GPS is fitted in all the trucks, Contractor shall share the link to KMPCL representatives with all related parameters (user ID / password/ link) to view online the status of trucks on 24 hours' basis till the completion of entire work. Contractor has to generate daily GPS reports of all trucks and share through email or permission to access reports to designated person of KMPCL. No extra cost shall be paid to the contractor in this regard.
- 1.14 Contractor shall transport complete coal quantity as mentioned in this order. The Contractor shall not divert or keep coal at any cost. In-case the coal loaded vehicles are diverted & unloaded at any other place instead of the designated destination i.e., KMPCL plant site, then 3 times of the landed cost of such coal shall be recovered from the Contractor. And also appropriate legal action shall be taken against the Contractor. Further, the Contractor shall be blacklisted by KMPCL and debarred from participation on future tenders / enquiries.
- 1.15 The Contractor warrants that entire Coal movement shall be done with proper & valid documents including, E-way Bill, LR Copy, Weighment Slip, Delivery Challans & other required statutory documents. Contractor shall generate E-way Bill & other required documents which are mandatory for movement of coal.
- 1.16 The entire co-ordination work, wherever required including but not limited to respective District Collectorate, Police, Check Posts en-route, District Mining Department, Village bodies for local issues, tax authorities, Forest Department or any other in-transit issues, any type of issues during the movement shall be the sole responsibility of the Contractor. Contractor shall take all types of risks and responsibilities during the movement from mines to KMPCL. Wherever required, approval shall be taken from the relevant authorities before the commencement / during of Coal movement.
- 1.17 The Contractor shall take due care to protect the coal against rain, fire, damage, theft, pilferage etc. & shall be responsible for damages / shortages arising there from & shall indemnify owner (KMPCL) for such losses. Contractor undertakes that Owner shall have the right & be entitled to deduct the amount of such losses or damages from the bills / security deposit or any amount outstanding to the contractor from the Owner. In-case there are no outstanding bills, the Contractor shall pay the amount so demanded / claimed by the Owner within seven (07) days from the date of such claim / demand.
- 1.18 In case of accident to any employee appointed by the Contractor and / or break down of truck or any damages to SECL property, Public property, KMPCL and / or person due to negligence of the Contractor at any point of time during the Work Order period, any cost arising due to this, shall be borne by the Contractor. KMPCL shall not entertain any of the claims by the Contractor in this regard. Also Contractor shall provide immediate transshipment of coal through alternate replacement vehicle at his own cost. Contractor shall take responsibility of reporting accident, loss & theft of the cargo or any other similar incidents to the originating point to the destination point of the Owner.

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,
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

- 1.19 Contractor shall plan the lifting schedule based on asking rate on daily basis from the beginning of the delivery order / release order. We shall not entertain any correspondence or waiver in terms and conditions during last days and no permission will be allowed for dumping at private plots / transshipment.
- 1.20 The Contractor shall abide by all instructions, procedure or any other requirement as per SECL guidelines.
- 1.21 Contractor shall monitor & report probable expected time of arrival of vehicles at the destination based on the tracking of the vehicle movement & KMPCL reserves the right to seek such information from the Contractor on as & when required basis.
- 1.22 All resources such as manpower, Vehicles, Loaders, consumables, fuels etc. required for execution of job shall be in the scope of Contractor.
- 1.23 No idling charges of trucks at loading/unloading point shall be paid to the Contractor by KMPCL.
- 1.24 Contractor shall take comprehensive insurance to cover the vehicles, drivers, cleaners & third party as per the Motor Vehicle Act.
- 1.25 Contractor shall have to ensure that all the drivers must possess valid driving license & same shall be produced by the driver to KMPCL representative whenever enquired.
- 1.26 Contractor shall ensure that all valid documents of the vehicles like registration of vehicles, permits, insurance, & all other documents applicable as per the law of land must be available with the vehicles at all the time.
- 1.27 Contractor shall pay the minimum Wages, Statutory Charges & Special Allowance or any other charges as per the statutory norms to labor / personnel depute / executing this contract. For any increase in the quantum of minimum wages or statutory liabilities in future, then Contractor shall bear the said charges.
- 1.28 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.
- 1.29 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 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.

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,
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

- 1.30 Contractor shall deliver at KMPCL plant site within 24 hours of the lifting coal from the mines.
- 1.31 Contractor shall send daily lifting & dispatch report to KMPCL by 10 A.M as per the format provided by KMPCL.
- 1.32 Contractor shall co-ordinate with SECL for online invoices generation to KMPCL. If any non-receipt of online invoices then contractor shall collect from the respective mines and share to the KMPCL. Contractor shall do reconciliation of coal quantity on behalf of KMPCL.

Option – B: Road cum Rail (RCR)

2. Transportation of Coal from Mines to Railway Siding.

- 2.1 Liaisoning with SECL, submission of documents, getting Delivery order from SECL office and compliance of entire formalities with SECL / EDRM /SECR, Railway / other Govt. Offices to start lifting of coal against the Delivery order from Mines.
- 2.2 Contractor's sole responsibility to get all the formalities well complied right from mining permission from Mines Area office / SECL HQ / CIL / SECR, Railway / any other Government offices to lift the coal from mines to Railway Siding.
- 2.3 KMPCL will authorize Contractor & his representatives to take delivery of Coal from the mine or stock yard of mines of Korba area of SECL as per DO.
- 2.4 Contractor shall liaison with the concerned SECL authorities at the specific colliery (against which the DO has been issued) for further registration and validation of issued DO and all other formalities for timely commencement of coal lifting.
- 2.5 Contractor shall ensure to deploy adequate no of vehicles for lifting of the D.O quantity.
- 2.6 Contractor shall plan the lifting schedule based on asking rate on daily basis from the beginning of the delivery order / release order. KMPCL shall not entertain any correspondence or waiver in terms during last days and no permission shall be allowed for dumping at private plots other than Railway Siding.
- 2.7 Contractor shall supervise loading of Coal at SECL mine in line with the quantity & quality as mentioned in this order. 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.

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

- 2.8 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.
- 2.9 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.
- 2.10 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 Chhattisgarh or any other statutory body.
- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 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.
- 2.15 Contractor's 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.
- 2.16 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.

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,
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

- 2.17 All resources such as manpower, vehicles (trucks/ tippers). Consumables, fuels etc. required for execution of job shall be in the scope of contractor.
- 2.18 No idling charges of whatsoever reasons shall be paid to Contractor by the KMPCL.
- 2.19 Contractor shall take comprehensive insurance policy to cover the vehicles, drivers, cleaners and third party as per the Motor Vehicles Act.
- 2.20 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.
- 2.21 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.
- 2.22 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.
- 2.23 All the risk and responsibility from the loading point till final destination in the scope of contractor only.

Liasioning with SECL/SECR railways, obtaining the Mining license, Unloading & stacking of coal and rake handling activities at railway siding.

- 2.24 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.
- 2.25 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. KMPCL shall not bear any expenses for the same.
- 2.26 Contractor shall earmark for KMPCL within the siding for stacking of minimum one rake quantity coal. Contractor shall deploy security 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.

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,
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

- 2.27 The Contractor, shall make necessary arrangements for unloading of Coal at designated Coal Yard at the siding. In case, SECL 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.
- 2.28 Contractor shall ensure that no excess water pouring on coal, takes place during unloading of trucks and loading of rakes.
- 2.29 Contractor shall take all measures to avoid contamination of coal at siding. KMPCL coal shall be kept separately from other coal at the siding.
- 2.30 Contractor shall make necessary arrangements for unloading of coal trucks, stacking and heaping of coal, at the designated railway siding.
- 2.31 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.
- 2.32 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 weightment, 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.
- 2.33 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.
- 2.34 Contractor shall deal with SECL & EDRM office for submission of monthly quantities and sanction of rakes.
- 2.35 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.
- 2.36 Contractor shall start supplying coal to KMPCL by rake after receipt of quantity approx. 4000 MT at siding. Further, Contractor cannot keep more than one rake quantity at Railway Siding.
- 2.37 Contractor representative shall inform all designated KMPCL officials about each rake placement for loading and release from siding after loading through SMS along with weightment details.

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,
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

- 2.38 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.
- 2.39 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.
- 2.40 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.
- 2.41 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.
- 2.42 Contractor shall ensure to update KMPCL and take steps immediate for any mishap, missing wagons or abnormal incident in en-route.
- 2.43 Contractor shall communicate immediately for any sick wagons detached/ NR wagons attached.
- 2.44 Contractor shall ensure rake is weighed at siding before dispatch to KMPCL.
- 2.45 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.
- 2.46 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.
- 2.47 In case of any accident caused during the execution of work to Contractor's Labour/truck drivers /SECL employee's/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/ Govt. Body/Public/private then KMPCL is entitled to recover such amount from Contractor bills. KMPCL shall recover after the contract period also.

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,
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

- 2.48 In case of any damages to SECL/Indian Railways/ property, Public/Private/Govt. property, KMCPL 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.
- 2.49 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.
- 2.50 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.
- 2.51 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 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.
- 2.52 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.
- 2.53 Contractor shall deliver the entire DO quantity by Rail, incase quantities are not sufficient to load one full rake at the end of final delivery order, the same quantities shall be transported and deliver to KMPCL through trucks. Contractor has keep the balance coal separately and shall not divert, mix or retain coal. Transportation rate shall be mutually discussed and finalized at the later stage. Remaining terms and conditions shall be same as this order.
- 2.54 Contractor shall abide by all instructions, procedure or any other requirement as per SECL guidelines.
- 2.55 Contractor shall send daily report to KMPCL, every day by 11 A.M for all the activities as per the format provided by KMPCL.
- 2.56 Contractor shall co-ordinate with KMPCL for collection of invoices, reconciliation of coal quantity and account with SECL on monthly/required basis.

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

- 2.57 In case of Third party sampling with SECL, Contractor shall deploy adequate manpower to witness for collection, preparation and analysis of representative joint samples of coal between KMPCL and SECL.
- 2.58 Contractor shall follow up with SECL for quantity and quality related claims at all collieries/Offices of SECL.
- 2.59 Contractor shall ensure adequate manpower in all the mines of Korba Area of SECL and related railway sidings / railway offices /Kolkata for all types of activities as per scope of work.
- 2.60 Contractor shall co-ordinate with KMPCL for preparation of reconciliation and credit balance confirmation documents with SECL.
- 2.61 Contractor shall collect the Coal bills, original RRs and other original documents from the SECL/Railways immediately and forward the same to our plant on daily basis. Photocopy of RR shall be submitted by Contractor within 24 hrs of rake loading completion.

Transportation of Coal from siding to KMPCL by Rail mode

- 2.62 The CONTRACTOR shall do / perform all instructions / procedure as per SECL guidelines/procedures. Coal to be transported along with proper documentation.
- 2.63 The Contractor shall earmark the dedicated area exclusively for KMPCL within the coal stacking yard of siding for stacking of sufficient quantity of coal as per the requirement. The Contractor shall deploy security at the coal yard for protection of the coal on round the clock basis. KMPCL shall also have the right to deploy their security personnel/representatives round the clock in addition to the contractor security personnel at siding. The coal kept at the yard shall be covered with the tarpaulin during the entire monsoon season.
- 2.64 Contractor shall coordinate with Mines department of Chhattisgarh for obtaining all required permissions for stacking & movement of coal. The permission must be valid till completion of the contract period. All expenses in this regards shall be borne by the Contractor.
- 2.65 KMCPL shall be free to carry out physical verification of coal at siding either by its own personnel or by a third party agency.
- 2.66 Contractor shall make necessary arrangements for unloading of coal at designated coal yard of siding, crushing of coal as per the specification and loading of coal into rail, weightment of coal and dispatched to KMPCL.
- 2.67 If contractor wishes to deliver the raw/crushed coal through rakes, the contractor shall make all the necessary arrangements for delivery through rakes (KMPCL railway siding code – MKMA). Obtaining necessary required mining permissions, approvals from SECR regarding

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,
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

using concerned Railway siding for loading into rakes shall be in the scope of the Contractor. Any penalties / demurrages / wharf-age / EHC / load adjustment expenses at the siding/en-route in this regard shall be borne by the Contractor. After due approvals and permissions, the Contractor shall commence supply of raw/crushed coal to KMPCL immediately after beneficiation. Any penalties imposed by SECR towards any damage to the concerned siding shall be borne by the Contractor. KMPCL shall not be responsible for any loss / damage to the equipment of the Contractor at Siding or en-route to Siding.

- 2.68 Penalty with reference to clause no..... shall not be applicable in case of restriction imposed by Indian Railways resulting in non-supply of rakes at siding against indents. Accordingly, the number of days shall be extended on prorated basis. CONTRACTOR shall inform KMPCL on time to time basis. Otherwise penalty shall attract towards delayed delivery.
- 2.69 Contractor shall coordinate with office of the Railways to ensure placements of rakes for loading and same should be informed to KMPCL on daily basis.
- 2.70 Contractor's representative shall inform all designated KMPCL officials about each rake placement for loading and release from railway siding after loading through SMS along with weight details.
- 2.71 Contractor shall ensure periodic reconciliation and co-ordinate with KMPCL for reconciliation with SECL / SECR including preparation of reconciliation statement and credit balance confirmation document. Also ensure periodic refunds accordingly.
- 2.72 Contractor shall supervise the loading of the crushed coal at the siding such that under loading is minimized and rake is loaded to its carrying capacity. Contractor shall monitor the movement of rake from time of loading till the time it reaches the destination siding.
- 2.73 Contractor has to coordinate with SECL/SECR & all other statutory authorities to take necessary clearances/permits before /during execution of the job.

3. QUANTUM OF WORK:

Quantity of Coal to be transported as per below table:

Mines of Korba area, SECL	Quantity (MT)	Grade & Size
Kusmunda OC	21,600 MT	G 11 / -100mm

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 Transporters / Agencies shall be final and binding on the Contractor. If the Contractor fails to perform to the satisfaction of the KMPCL, then KMPCL has right to terminate the contract and KMCPL may assign the same work to any other

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,
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

vendor towards completion of work. Further appropriate penalty towards non-performance shall be recovered from the contractor at the discretion of KMPCL.

4. 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.

5. CONTRACT PRICE: refer annexure - III

6. SHORTAGES

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

The Contractor shall be responsible for shortage of coal between the quantity as per clause no 4 and delivered at KMPCL weighbridge. A tolerance of 0.5% in case of direct road and 1% in case of RCR mode, shall be allowed between mines and KMPCL weighbridge. Beyond shall attract penalty equivalent to the landed cost of Coal. Penalty shall be calculated on total rakes received at the plant.

7. COAL QUALITY:

- a) Coal supplied 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 company, shall be recovered from the contractor at actuals.
- b) Contractor shall ensure for supply of Raw/Crushed Coal, having guaranteed GCV (ARB) as per below table.

(Contractor has to mention)

Mines	Guaranteed On ARB GCV basis (Kcal/Kg)
Kusmunda OC	*

**The guaranteed GCV by confirmed by contractor is binding on both the parties and shall not be any change whatsoever during of tenure of contract. KMPCL shall not entertain any request in the regard.*

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,
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

- c) Guaranteed Total Moisture (TM) **not exceed 12%** or less in dry season (Oct – May) & 14% during the monsoon season (Jun-Sep).

8. SAMPLING AND TESTING:

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

- a) For determination of coal quality, sampling and analysis done by agency appointed by KMPCL, shall be final and binding. KMPCL shall not allow any third party in their premises for sampling & analysis on request of the Contractor.
- b) An authorized representative of the Contractor shall be allowed to witness the collection of samples; however, in no case the representative shall be allowed to witness sample preparation and sample testing. In case the authorized representative is not available for sample collection, KMPCL will carry out sample collection unilaterally and the results shall be final and binding on Contractor.
- c) The material received in each truck/ RAIL shall be taken for sampling separately as per IS procedures. Coal sampling shall be done through manual sampling process or Mechanical Auger sampling system, in compliance with relevant IS coal sampling procedures. One of the above sample collection methods shall be used as per the discretion of KMPCL.
- d) The material collected for sampling purpose, shall be taken for preparation of sample as per IS procedures. Three samples for each rake shall be prepared. One sample shall be used for testing, remaining two sealed samples shall be kept at KMPCL Laboratory and will be used in case of any dispute.
- e) The coal analysis shall be carried out at KMPCL laboratory in compliance with IS procedures and results shall be declared within four days from the date of sampling.
- f) In the event of dispute, Contractor may demand for referee sample analysis within two days after declaration of the results by KMPCL. In case of dispute after the quality results declaration of the second sample then the third sample will be sent for referee analysis (outside reputed laboratory identified by KMPCL). Declared referee sample results shall be final and binding on both the Parties. Contractor will bear the cost of the analysis done for third sample analysis.

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,
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

9. PENALTY:

- a) In case the Contractor fails to deliver the Guaranteed GCV (ARB) as per clause no. 7, then penalty for the same will be levied as below on pro-rata basis.

GCV (ARB)	Penalty Rate (Rs. Kcal / kg)
0 to 200 kcal	0.50
<200 kcal	0.75
<400 kcal	1.00
<600 kcal	1.50

Example: if the guaranteed GCV-ARB is 3900Kcal & GCV delivered at plant is 3800 Kcal/kg then penalty will be calculated as per the following formula: {[Guarantee GCV 3900) – (3800 received GCV) x 0.50 x Quantity is 1MT) = Rs.50/MT}

GCV penalty will be calculated on weighted average basis for the entire quantity. There shall not be any waiver towards penalty in this regard.

- b) 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 (more than FIVE days from the date of DO) from KMPCL end in handing over the DO to the contractor.

In case of any production/evacuation related issue at the colliery end, the vendor has to inform KMPCL immediately with documentary evidence. Upon receipt of evidence, KMPCL shall review the matter and decide on the penalty regarding quality & quantity. The decision of KMPCL shall be final and binding to the contractor.

- c) Normalized quantity at KMPCL shall be considered as final receipt quantity at plant. Proportionate correction will be done in the receipt weight. I.e. as per formula mentioned below.

Normalized receipt quantity = [{{Actual receipt weight at KMPCL end}}] * {100- TM receiptat KMPCL end}}/ [100 – Guaranteed TM]. There no premium for lower moisture.

10. BILLING & PAYMENT:

Contractor shall provide bills along with the supporting documents as per the terms of the Work Order, within four days from the completion of entire delivery order quantity.

GST on transportation shall be paid to Government by KMPCL under Reverse Charge Mechanism.

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,
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 bills submitted shall be processed at KMPCL Head office at Hyderabad, after due certification bysite (of bills copy) and the payment shall be released within 10 days' time from submission of complete and clear documentation.

11. WORK ORDER DURATION:

Work Order shall be valid till the validity of the Delivery Order plus three days.

12. PERFORMANCE BANK GUARANTEE:

The Contractor has to furnish Performance Bank Guarantee format Annexure-II of 10% of the value of the contract within 5 days from the date of acceptance of work order, from any nationalized / scheduled bank, duly acceptable to KMPCL, en-cashable at Hyderabad Branch, for proper fulfillment of the performance obligations under the Work Order. The Bank Guarantee shall be valid till the expiry of the Work Order plus 30 days, as claim period. KMPCL shall have right to en-cash in part or full amount of this Performance Bank Guarantee for recovery of any charges/penalties due from Contractor under this agreement and or violation of any contractual Performance by Contractor. In case KMPCL en-cash the Performance Bank Guarantee, then Contractor shall restore the same to original values within 10 days.

If the Contractor unable to submit the BG within the stipulated time, Demand Draft (DD) of equivalent amount may be submitted to KMPCL.

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

13. QUALIFICATION CRITERIA

- a. The Contractor should be a registered partnership firm/company incorporated in India.
- b. The Contractor must have 5 Year of experience in transportation of Coal at SECL & must have transported minimum 5 Lakhs tonnes of coal in the last financial year (Proof of experience, transported quantity along with last 3 years turn over details to be submitted by the Contractor alongwith the quotation).
- c. The Contractor must have 50 own high carrying capacity tipping trucks and should have tied up to mobilize 100 plus trucks 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 tender.

KSK Mahanadi Power Company Limited

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

Works

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

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

- 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) certificate to validate along with their Bid, that it has not submitted the bid from any other entity where there are common directors, shareholders and management. If it is found that two or more offers have been submitted by the Contractor from companies under same management, KMPCL reserves the right to reject all such offers.
- f. Contractor must sign and stamp each page of entire RFQ document and must quote the rate in metric ton as per the requirement of this RFQ document.

14. OTHER TERMS:

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

We request you to e-mail your most competitive offer(s), quoting the rate of Transportation/Crushing and handling in Rupees per metric ton as per the requirement of this RFQ, to Mr. Bijay Kumar Dash on his email ID coal@skk.co.in

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,
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

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.

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,
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

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 terminate this Work Order on account of Force Majeure.

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

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 SETTLEMENT OF DISPUTES

- a) In case of any sort of disputes arising under this Work Order, the decision of the Resolution Professional of KSK Mahanadi Power Company Limited shall be final and binding to both the parties.

b) ARBITRATION

- i. In case the decision of the Resolution Professional of KSK Mahanadi Power Company Limited is not acceptable to the Contractor, then the Contractor may approach KMCPL for appointment of an Arbitrator within SEVEN days of decision of Resolution Professional of KSK Mahanadi Power Company Limited.
- ii. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Hyderabad, Telangana. The language used in arbitral proceedings shall be English.
- iii. This Work Order shall be construed in accordance with and governed by the laws of India; the parties hereby expressly submit themselves to exclusive jurisdiction of the courts In Hyderabad, Telangana, India.
- iv. The award rendered by the sole arbitrator shall be final and binding on the Parties.
- v. Notwithstanding the above, during the pendency of any arbitration, the Parties shall continue to perform their respective obligations as per the Work Order.

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,

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,
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

duties, penalties, levies, and all other liabilities which the KMPCL may be liable to pay, incur or sustain as a result of performance or nonperformance, observance or non-observance by the Contractor of any of the terms and conditions of this Work Order.

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

KMPCL shall, without prejudice to its other rights be entitled to deduct/ adjust from any dues payable to the Contractor or any security, all amount(s) which KMPCL may be liable to pay, incur or sustain as a result of the performance or non-performance, observance or non-observance of any of the terms of this Work Order by the Contractor.

10 CONFIDENTIALITY

All the confidential information or data supplied by KMPCL to the Contractor in connection with the service being provided by the Contractor shall remain the property of the KMPCL or its licensors. If the Confidential Information is disclosed by the Contractor to an unauthorized third Party, without written permission from KMPCL, the Contractor agrees to indemnify KMPCL from and against the same.

11 RELATIONSHIP WITH EMPLOYEE OF KMPCL

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

12 WAIVER OF RIGHTS

No forbearance, delay or influence by KMPCL in enforcing any of the provisions of this Work Order shall prejudice or restrict the rights of KMPCL nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for the KMPCL is exclusive of any other right, power or remedy available to KMPCL and each right, power or remedy shall be cumulative. Any time concession or indulgence rendered or shown by the owner to the Contractor as regards any of the terms of this Work Order will not prejudice the owner's rights under this Work Order and/or law.

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,
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

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 will 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

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,
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 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.

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

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. _____
- 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. _____

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

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

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

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

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

Now this Bank Guarantee witnessed as follows:

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,

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,
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

bank shall pay to KMPCL forthwith on their first demand without demur such sum or sums of money not exceed to Rs._____ (Rupees _____ Only) 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.

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.

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,
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

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

For Bankers of the Contractor

Signature of the Bankers of Contractor
with date & Rubber Stamp

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,
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

Annexure – III

CONTRACT PRICE

Contractor has to choose only one option to transport coal through either Direct Road or RCR:

(Contractor shall mention the rates)

Colliery (Mine)	Option-A	Option-B	
		Road cum Rail (RCR)	
	Direct Road	Road	Rail
	Mines to KMPCL Rs. Per MT	Mines to Siding Rs. Per MT	Siding to Plant (Coal Handling charges) Rs. Per MT
Kusmunda			

All charges will be paid on plant receipt (normalized quantity after moisture Correction)

Railway Freight shall be in the scope of KMPCL

The above rates shall be fixed for the entire duration of the Work Order except the price of diesel escalation /de-escalation clause.

Any diesel Escalation / De-escalation should be intimated by Contractor over e-mail in 24 hrs. Diesel escalation/de-escalation shall be calculated on every change in multiples of Rs.2/- on diesel base price. And the Increase and Decrease is applicable 1/6th of the above transportation price of coal. Diesel price is Rs. _____ per Litre will be considered as base price for further diesel escalation.

For Example: Diesel Escalation for = Rs X ----- % Increase/Decrease in diesel price.

Diesel Escalation = Rs X ----- % Increase/Decrease in diesel price.

Diesel price is -----Rs /Litre and the same will be considered as base price for further diesel escalation.

Goods and Services Tax (GST) as applicable shall be paid extra for the services rendered against this Work Order. TDS shall be deducted from the bills as per tax rules applicable.

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