



KSK Mahanadi Power Company Limited

CIN: U40300TG2009PLC064062

Works

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

Registered Office

8-2-293/82/A/431/A,
Road No.22, Jubilee Hills,
Hyderabad – 500 033
Tel: +91-40-23559922-25
Fax: +91-40-23559930

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

Date: 11th December, 2021

REQUEST FOR QUOTATION

Last date for submission of offer 14th December , 2021 by 18:00 Hours

Subject: RFQ for procurement of Open Market coal as per the grades/specifications mentioned in this RFQ. In fulfillment towards this RFQ, coal has to be delivered at KMPCL power plant site on FOR basis.

We are issuing this RFQ for different grades of coal to be delivered at stockyard at KSK Mahanadi Power Company Limited (KMPCL). The details of the requirements are as mentioned in this RFQ.

1. SCOPE OF WORK

- a) Supply of coal with guaranteed GCV (ARB) 3900 Kcal/kg on FOR basis.
- b) Requirement of coal as mentioned in this RFQ shall be upto 1,50,000 (One lakh fifty thousand) MT.
- c) The supplier shall:
 - i. Deliver coal at KMPCL site by road or rail mode.
 - ii. For supply by road mode;
 - a. Supply and unload coal at the designated area at KMPCL premises.
 - iii. For supply through rail mode;
 - a. Dispatch coal loaded rakes to MKMA railway siding.
 - b. Supplier shall ensure filing of timely indents for rake placement in view of indent seniority of the particular railway siding and the supplier shall keep KMPCL informed about the same.
 - c. Coal supply through rail mode shall be done maximum through BOBRN wagons.
 - iv. Supplier has to maintain to supply the fortnightly average quantity (Total Ordered Quantity/No of days as per contract period x 15). Supplier will be allowed to supply a minimum of 70% of the fortnightly average quantity in the 1st fortnight of the contract period only, thereafter the supplier has to balance quantity within the next fortnight night of the contract period.



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2. DELIVERY SCHEDULE

- a) The entire contract coal quantity to be delivered within 30 days from the date of acceptance of the purchase order.

3. WEIGHMENT

- a) For supply through road mode, weighment done at KMPCL road weighbridge shall be final for billing purpose.
- b) For supply through rail mode, weighment recorded at KMPCL in-motion weighbridge or any other weighbridge assigned by KMPCL to record the net weight of coal received shall be final and binding for billing purpose.

4. QUALITY:

- a) Supplier shall ensure for supply of *Normal Coal*, having GCV (ARB) of 3900 Kcal/kg & Total Moisture (ARB) not exceeding 13% and Ash (on weighted average basis) not exceeding 38%.
- b) For supply of *Normal Coal* quality shall be as stated below

Description	Basis	Typical Value
GCV	ARB	3900 kcal/kg
Total Moisture	ARB	Max 13%
Sulphur	ARB	Max 0.6%
Ash	ARB	38% max
Size		0-50 mm

- c) Quality as per sampling and testing done at KMPCL laboratory shall be final for all commercial purposes unless challenged by the supplier. Referee analysis provision shall be final as per the buyer's discretion. Laboratory for referee analysis shall be finalized based on mutual agreement.

5. RATE

- a) Rate on FOR basis at KMPCL site for *Normal Coal* shall be applicable as given in the table below:

GCV (ARB) Range (in kcal/kg)	Rate (in Rs / (kcal/kg))
Above 3800 (3800 is included)	a.bc
3800 to 3700 (3700 is included)	90% of rate applicable for coal received of GCV(ARB) more than 3800 kcal/kg



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3700 to 3600 (3600 is included)	80% of rate applicable for coal received of GCV(ARB) more than 3800 kcal/kg
3600 to 3500 (3500 is included)	70% of rate applicable for coal received of GCV(ARB) more than 3800 kcal/kg
Below 3500	0.00

- b) The rate is inclusive of cost of coal, commercial and any other taxes (such as GST and TCS if applicable etc.), govt. levies, statutory charges, road transportation charges for supply through road mode, railway freight for supply through rail mode and any other charges, taxes, duties or penalties including demurrage as levied by railways for supply through rakes, en-route expenses, equipment hiring charges, demurrage, labour charges, handling charges, clearing & forwarding charges, incidental expenses etc.
- c) No price escalation, whatsoever, on any ground including among others, increase in the cost of coal, petrol & diesel charges, transportation charges, railway freight, labour charges, handling charges or any increase in taxes, duties cess or government levies etc shall be entertained by KMPCL.

6. PENALTY

- a) Bonus and Penalty shall be as follows.

i. On GCV(ARB)

There will be no additional Bonus/Penalty on GCV (ARB) the rates will be applicable as per rate table stated above in serial number 5.

ii. On Total Moisture (ARB)

a) For calculation of penalty for TM, results of quantity and quality for daily coal receipts shall be considered.

b) If Total Moisture percentage is over 13%, then the weight shall be adjusted by the following formula in the Invoice:

$$\text{Adjusted Weight} = \frac{100 - (\text{Actual TM} - 13.0)}{100} \times \text{Weight}$$

iii. On Short delivery

a) The Supplier has to maintain minimum coal supply of 70% of the weekly average quantity (Total ordered quantity / No of days as per the contract period x 7). In case the Supplier fails to achieve the above target, a penalty of Rs.250 MT will be levied on the short supply of the weekly average quantity & shall be recovered from the running bills. For Eg. If the order quantity is 200 MT & delivery period is 30days, then Supplier has to supply minimum 32.66 MT in the first week, but they have supplied 14MT, then penalty on the balance quantity of 18.66 MT shall be recovered from the supplier i.e., 18.66 MT x Rs.250 = Rs. 4,665/.



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- b) Apart from above, entire awarded quantity to be supplied with in the delivery period, failing which a penalty of Rs.250 per MT shall be levied for the undelivered quantity. However, if the Supplier completes minimum supply of 85% of the contracted quantity within the delivery period, then, the Supplier is entitled for 5 days grace period to complete the supply of balance quantity.
- c) In case vendor fails to deliver the quantity within the delivery period, the penalty shall be levied as per clause 6 a (iii), additionally, the performance security shall also be forfeited.

iv. Towards Manual Unloading

During supply through road, if coal is supplied by a normal truck instead of a tipping trailer Rs 25/per MT shall be charged towards unloading charges.

7. PAYMENT

- a) Payment shall be done after **SEVEN days** from the date of receipt of clear and correct Invoices.
- b) No advance payment shall be released; supplier has to start the coal supply immediately once the purchase order is issued.

8. TAXES

- a) The rate is inclusive of all applicable taxes. No additional payment shall be made on account of any tax. In the event of any tax being applicable, it shall be borne by the supplier.

9. QUALIFICATION CRITERIA

- a) The bidder should be a partnership firm/company incorporated in India.
- b) The bidder should have experience of coal trading.
- c) The bidder 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 Bidder hereafter). Any affiliate of Ineligible Bidder shall not be eligible to take part in this tender.
- d) The Bidder(s) may note that only one company from the same management/group shall be eligible to participate in the RFQ process. By submitting the RFQ, the supplier undertakes that it has not submitted offer from any of its group companies. The Bidder has to submit a Chartered Accountant (CA) certificate to validate along with their Bid, that it has not submitted the bid from any other entity where there are common directors, shareholders and management. If it is



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found that two or more offers have been submitted by the Bidder from companies under same management, KMPCL reserves the right to reject all such offers.

- e) 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).

10. MISCELLANEOUS

- a) KMPCL reserves the right to allocate quantity to more than one party at its sole discretion.
- b) The quoted rate shall be valid for full or part quantity allocated by KMPCL.
- c) Minimum quantity for any offer has to be 50,000 MT. Offers received for lesser quantity shall be rejected.
- d) The pricing as well as quantity offered mentioned in the offer must be valid for minimum of 10 days from the date of final offer.
- e) Supplies after the issuance of the purchase order shall be treated as supplies under that Purchase Order. The supplies after the issuance of the Purchase Order shall not be treated or appropriated against any other order issued by KSK Mahanadi Power Company Limited in past.
- f) Detailed terms and conditions shall be as per the draft attached at Annexure-1. Party submitting the offer shall be deemed to have accepted the terms as mentioned in the Annexure herein. No deviations to the terms shall be entertained.
- g) At its discretion, KMPCL may cancel this tender.
- h) At its discretion, KMPCL shall be free to award purchase orders to more than one bidder subject to the outcomes of further negotiations. In any case, total quantity awarded shall not exceed *Maximum Coal Quantity* as applicable for different coal grades.
- i) At its discretion, KMPCL may terminate the purchase order of any successful bidder in case coal supply is not started within five days from the Start Date. KMPCL shall blacklist the supplier (**Blacklisted Supplier hereafter**) for a period of two years from taking part in any future coal tender process. At its discretion, KMPCL may publish a list of Blacklisted Supplier(s) in any public forum.
- j) Within 3 (three) days from the date of issue of the Purchase Order, the Supplier shall furnish a Performance Guarantee in the form of cash deposit or a Performance Bank Guarantee of a Nationalised / Scheduled Bank authorized by RBI to issue a Bank Guarantee in the prescribed format given by KMPCL for the



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due and faithful performance of the Purchase Order along with other terms & conditions. If a supplier offers to supply the entire quantity of 1.50 Lakh MT coal quantity under this RFQ, the Performance Guarantee shall be for a value of Rs. 1.50 Crores (Rupees One Crore and fifty lakhs) Crore in the form of cash deposit without any deviation. In-case of multiple suppliers the BG amount will be proportionately calculated as per the quantity. If the Performance Guarantee is submitted in the form of a Bank Guarantee, it shall be valid for a period of 90 days from the date of Purchase Order. In-case the supplier is an existing supplier of KMPCL, then the BG amount may be retained from their existing outstanding and their existing outstanding shall be treated as settled to that extent.

- k) In no case KMPCL shall entertain any request for giving PDC, BG, or LC to the suppliers.
- l) KMPCL reserves the right to reject the quotes that are received late or are not in line with the stipulations of this RFQ enquiry.
- m) KMPCL reserves the right to seek any additional documents in support of ability of the party to supply the quantity offered.
- n) 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.

11. ARBITRATION

- a) Any dispute, controversy or claim arising out of or relating to this RFQ, or the breach, termination or invalidity thereof shall be settled by reference of dispute to sole arbitrator to be appointed on mutual discussion.
- b) 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.
- c) The award rendered by the sole arbitrator shall be final and binding on the Parties.

12. JURISDICTION:

- a) All the disputes and differences arising under or out of or in connection with the tender shall be subject to the exclusive jurisdiction of the Courts of Hyderabad.

We request you to e-mail your most competitive offer(s), quoting the rate of coal in Rs per kcal basis as per the requirement of this RFQ, to the following email ID coal@ksk.co.in. Bidders are required to send separate offers for different grades of coal under this tender.