



KSK Mahanadi Power Company Limited

CIN: U40300TG2009PLC064062

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

Works

Registered Office

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

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/2500101/608

Date: 30th July, 2022

Subject: RFQ for procurement of Domestic Coal / Beneficiated coal/ blended coal as per the grades / specifications mentioned here under that is to be delivered to KSK Mahanadi Power Company Limited (KMPCL) power plant site, Near Nariyara Village, kaltara Tehsil, Janjgir – Champa Dist., Chattisgarh, on FOR basis.

Dear Sir,

We invite offer for supply of 1,00,000 MT (One Lakh MT) ($\pm 2\%$) of domestic coal on FOR basis to KSK Mahanadi Power Company Limited.

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

You are requested to submit the offer by 18-00 hrs of 02nd August' 2022.

Thanking you,

Yours sincerely,

For KSK MAHANADI POWER COMPANY LIMITED

AUTHORISED SIGNATORY.



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INTRODUCTION:

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

KMPCL invites offers from prospective bidders for supply of 1,00,000 MT (One Lakh) ($\pm 2\%$) of Domestic Coal on FOR basis for delivery at KSK Mahanadi Power Company Limited power plant situated near Nariyara, Akaltara, Janjgir – Champa Dist., Chhattisgarh..

1. 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 its 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 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).

The details of the requirements are as mentioned in this RFQ.



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2. BID SUBMISSION:

2.1 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.

3. BANK GUARANTEE:

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 due and faithful performance of the Purchase Order along with other terms & conditions. If a supplier offers to supply the entire quantity of 1.00 Lakh MT ($\pm 2\%$) coal quantity under this RFQ, the Performance Guarantee shall be for a value 5% of the contract value through BG / 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.

4. TERMS OF THE AGREEMENT:

The Agreement shall commence on the “Effective date” and continue in effect until the end of the agreement, unless it is terminated earlier in accordance with the provisions of the Agreement.

The Term may be extended on terms mutually agreed by Parties and consistent with the Agreement.

5. COMMENCEMENT OF SUPPLY

The supplier shall perform the services from the date of acceptance of the Purchase Order.



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6. SOURCE OF SUPPLY

It shall be your sole responsibility to supply coal only from lawful sources without contravening the provisions under applicable laws and extant Government policy. In the event of any contravention or violation, the Bidder shall be fully liable for any damage, financial or otherwise, and KMPCL shall in no case be implicated.

7. SCOPE OF WORK :

- a) Supply of coal with guaranteed GCV (ARB) 4000 +/- 100 Kcal/kg on FOR KMPCL Plant basis.
- b) Requirement of coal as mentioned in this RFQ shall be 1,00,000 MT (One Lakh MT) ($\pm 2\%$).
- 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.

8. SPECIFICATION OF COAL & DELIVERY SCHEDULE

- a) Supplier shall ensure for supply of *Normal Coal* , having GCV (ARB) of 4000 +/- 100 Kcal/kg & Total Moisture (ARB) not exceeding 12% and Ash (on weighted average basis) not exceeding 36%.
- 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 12%
Sulphur	ARB	Max 0.6%
Ash	ARB	36% max
Size		0-50 mm



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

9. QUALITY ANALYSIS

- a) For determination of coal quality, sampling and analysis done by Buyer's appointed agency shall be final and binding.
- b) The Supplier shall be allowed to witness the collection of samples; however in no case the Supplier will be allowed to witness sample preparation and sample testing.
- c) The material received during a Day shall be taken for sampling separately, on each rake wise and/or truck wise basis. These samples will be collected, separately for road and each rake for rail mode, as per **IS procedures**.
- d) The material collected for sampling purpose, at the end of every Day will be taken up for preparation of samples in terms of **IS procedures**. The result for the Day so available for composite sample prepared for a Day will be applied to all the material received on that Day for a particular mode of supply (road mode and each rake for rail mode).
- e) If on a given Day, Coal is supplied by both trip trailers and rake(s), sample testing results, as calculated as per Clause 6(c) and 6(d) for GCV(ARB) for Coal received through trip trailers and rake(s) will be used to arrive at a value of GCV(ARB) for the entire Coal supplied for that Day by calculating the weighted average for GCV(ARB) and this calculated value of GCV(ARB) for that particular Day will be applicable for billing purpose, as per Clause 9(a).
- f) If on a given Day, Coal is supplied by both trip trailers and rake(s), any adjustment on quantity will be calculated separately for trip trailers and rake(s) as per the provisions of Clause 8(b)(ii) after deducting penalty if any, for excess total moisture.
- g) Three samples will be prepared one for testing and other two will be referee samples for each mode of supply (road mode and each rake for rail mode).
- h) Two referee samples will be prepared for each mode of supply and kept at the Site; these two referee samples will be designated as "FIRST REFEREE SAMPLE"



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and “SECOND REFEREE SAMPLE”. The referee samples so prepared will be kept with a proper tag indicating the mode of supply along with other relevant details.

- i) “FIRST REFEREE SAMPLE” will be tested at Buyer’s lab only in case of any discrepancy. The Supplier may within two days of receipt of sampling results, raise any dispute against values declared for sampling results. Any dispute thereafter will not be entertained by the Purchaser and the results declared as per first sample tested will be considered final and binding for the billing purpose.
- j) “SECOND REFEREE SAMPLE” shall be kept at the Site & shall be sent to 3rd party analysis if required or if demanded by the Supplier, only in case the results for “FIRST REFEREE SAMPLE” are not acceptable to the Supplier. The Supplier may within two days of receipt of sampling results, raise any dispute against values declared for sampling results. Any dispute thereafter will not be entertained by the Purchaser and the results declared as per “FIRST REFEREE SAMPLE” tested will be considered final and binding for the billing purpose.
- k) The 3rd party for testing the “SECOND REFEREE SAMPLE” will be TCRC or IGI or Master Marine or MLS or CIMFR, in case the Purchaser is not able to send the samples to TCRC or IGI or Master Marine or MLS or CIMFR in that case sampling agency will be as mutually agreed upon. Results declared by 3rd party shall be final & binding on both, the Supplier and the Purchaser. The cost of sampling for “SECOND REFEREE SAMPLE” will be borne by the Purchaser and shall be recovered from the Supplier in case referee sample analysis is required to be done at the request of the Supplier. Referee sample will in no case be handed over to the Supplier. The referee samples will be maintained for a period of 30 days only.

10. RECEIPT WEIGHT

- a) For supply through road mode, weight done at KMPCL road weighbridge shall be final for billing purpose.
- b) For supply through rail mode, weight 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.



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11. BONUS & 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 12%, then the weight shall be adjusted by the following formula in the Invoice:

$$\text{Adjusted Weight} = \frac{[100 - (\text{Actual TM} - 12.0)] \times \text{Weight}}{100}$$

iii. On Short delivery

a) The Supplier has to maintain minimum coal supply of 70% of the fortnightly average quantity (Total ordered quantity / No of days as per the contract period x 15). 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 fortnightly average quantity & shall be recovered from the running bills. For Eg. If the order quantity is 200 MT & the within 30days, the Supplier has to supply minimum 70 MT in the first fortnight. If fails, penalty on the balance quantity shall be recovered i.e., 30 MT * Rs.250.

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.

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.



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12. BILLING & PAYMENT

- a) Bills to be submitted on calendar weekly basis as per quantity & quantity certification provided by KMPCL.
- b) Payment shall be done after **FIFTEEN days** from the date of receipt of clear and correct Invoices.
- c) No advance payment shall be released; supplier has to start the coal supply immediately once the purchase order is issued.

13. OFFLOADING OF JOB:

In case, it is observed during tenure of contract that the supplier is not capable or not in a position to complete the job either partly or as a whole, KMPCL reserves right to offload the same and get it done through other agencies at the cost and risk of the supplier.

14. INDEMNITY:

Supplier assumes responsibility for and shall indemnify and save harmless HEL, from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court cost which are, or may be required with respect to any breach of the Supplier's obligations under the Contract, or in respect of all salaries, wages or statutory dues or any other compensation or dues of whatsoever, nature of all persons employed by the Supplier in connection with performance of the Scope of this Contract. Supplier to take sole control of the defence of such claims. The Supplier shall execute and deliver such other further instruments as may be necessary to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the Contract and to fully protect and indemnify HEL. HEL shall not in any way be responsible for any accident or damages incurred or claims arising there from during discharge of the obligations by Supplier under this Contract

15. SETTLEMENT OF DISPUTES :

The Contract shall in all respects to be construed and carried into effect and rights and liabilities of the Parties hereto shall be regulated according to the laws of India.



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16. MUTUAL SETTLEMENT OF DISPUTES:

Except where otherwise provided for in the Contract, other than excepted matters all question and dispute relating to any matter directly or indirectly connected with this Contract shall in the first place be resolved through mutual discussions, negotiations, deliberation and consultations between both the Parties.

17. MUTUAL SETTLEMENT OF DISPUTES:

- 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.

18. 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.

19. PRICE BID FORMAT (Financial Bid) :

- 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 3900 (3900 is included)	a.bc
3900 to 3800 (3800 is included)	90% of rate applicable for coal received of GCV(ARB) more than 3800 kcal/kg



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

20. 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.

21. 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.



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

22. TERMINATION:

- a) The Contract shall be terminated by KMPCL by giving a two (7) day notice and without any compensation under the following circumstances including but not limited to:
 - i. Supplier becomes insolvent; or
 - ii. Supplier has been convicted of any crime which in KMPCL's reasonable judgment is likely to adversely affect the goodwill of Purchaser; or
 - iii. Failure of Supplier to provide purchases/deliverables as per agreed time schedule; or
 - iv. Supplier assigns the Contract to any third party without the consent in writing of KMPCL; or
 - v. If any of the representations of the statements etc. made by the Supplier in connection with the Contract are incorrect or are found to be incorrect.



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- vi. Buyer reserves the right to terminate the Contract by giving a Written Notice to the Supplier; if such a case arises all Coal supplies should be terminated within seven (2) days of receipt of such Written Notice by the Supplier.

BIDDER INFORMATION

(TO BE FILLED BY THE BIDDER)

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



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- 2.17 Permanent Income Tax A/c No.
- 2.18 Service Tax Registration No.
- 2.19 Central Sales Tax No.
- 2.20 Whether Excise Duty applicable:
YES () NO ()
- 3 Employee's Provident Fund Code No. ()
- 3.1 Employee's State Insurance Code No. ()
4. Communications Details
- 4.1 Address for Registered office
- 4.2 Address for Branch Office
- 4.3 Address for Works /
Factory a)
b)
- 4.4 Items Manufactured / Services Offered
5. List of directors / Partners / Proprietor with their residential / Official addresses, Telephone Nos and Fax. Nos. & E-mail ID's.
6. Name of Bankers
7. Also enclose appropriate certificate from ISO and other certification agencies:
8. Name of Bankers:
9. List of five reputed clients with full address, Fax No, E-Mail ID and names of contact persons with whom registered as approved vendor. (Enclose latest order copies from them.)
10. Turnover, profit and other key financial parameters in last three years: (Please attach copies of respective Balance sheets.)
11. Whether Company has faced (in past or present) any judicial enquiry, legal conflict, decree, notice by court (Please attach extra sheets if requires.)



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12. PLEASE SUBMIT PHOTO COPY OF MAJOR CONTRACTS ALREADY EXECUTED BY YOU DURING LAST 3 YEARS.

(Signature of the applicant with stamp)

Place

Designation

Date