

REQUEST FOR QUOTATION (RFQ)

Last date for offer submission – **Date_02.09.2021 by 15.00 Hours**

Subject: RFQ for transportation of Spot e-Auction Coal by Direct Road mode from various mines of South Eastern Coalfields Limited (SECL) to KSK Mahanadi Power Company Limited Nariyara, Chhattisgarh.

RFQ being issued for end to end delivery of spot e-auction coal from various mines of SECL to KSK Mahanadi Power Company Limited at Nariyara, Chhattisgarh. 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: -

“KMPCL” means KSK Mahanadi Power Company Limited.

“Contractor” shall mean “Contractor -----”

“Coal” shall mean Coal secured by KSK Mahanadi Power Company under SECL, Spot e-Auction conducted by mjunction on 20.08.2021.

“Direct Road” means surface transportation of coal direct from the mines to KMPCL Plant without transshipment.

“SECL” shall mean South Eastern Coalfields Limited.

“CIL” shall mean Coal India Limited.

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

“Mines” shall mean Rani Atari UG and Saraipalli OC.

“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.

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

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

1 SCOPE OF WORK:

The Scope of Work under this contract broadly covers the followings:

Contractor to execute end to end service towards performance of this contract. The Contractor shall arrange to lift the ROM Coal from SECL mines as per Road DO, transport to KMPCL plant, as per the following exhaustive but not limited to the below terms and conditions:

- 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 supervision of tipping trucks loading 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.
- 1.4 Contractor shall supervise loading of Coal at SECL mine(s) in line with the quantity & quality as mentioned in D.O & declared by SECL / CIL.
- 1.5 Contractor shall supervise and ensure loading of coal quantity as per Carrying Capacity of tipping trucks approved by RTA.
- 1.6 Contractor shall supervise and ensure proper third party sampling during loading of vehicles at mines end.
- 1.7 Contractor shall ensure that the coal lifted from SECL mines has been 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 100mm Crushed ROM Coal

from the collieries of SECL Coalfields to KMPCL plant and shall be responsible for safe transportation of coal as per DO. In-case of big size coal loaded & transported by the contractor then transporter shall be responsible for unloading & manually crushing coal at KMPCL plant site. If KMPCL unload and manually crush coal at the plant, then the cost incurred for the same shall be recovered from the contractor.

- 1.12 The contractor shall ensure that no theft, pilferage is occurred 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/- for such truck.
- 1.13 Contractor has to fix GPS in all the trucks and shall share the link to KMPCL representatives with all related parameters (user ID / password/ link) to view the status of trucks online 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 vehicle diverted & coal unloaded at any other place than the destination at KMPCL plant site, then 3 times of the landed cost of the coal of that vehicle shall be recovered from the Contractor.
- 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 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.

- 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 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 policy 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 required.
- 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.
- 1.30 Contractor shall deliver at KMPCL plant site within 36 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 collection of invoices and reconciliation of coal quantity on behalf of KMPCL.

2 WEIGHMENT:

The weighment recorded at KMPCL weighbridge (after Normalization) shall be final for billing purpose. The weight received at KMPCL power plant shall be determined as follows:

To determine the net weight received, the difference between laden and un-laden weight of truck/tipper at KMPCL Power plant road weighbridge after normalization of moisture will be considered. The above-mentioned quantity would be final and binding for the purpose of payment and application of penalty as specified in this work order. In case of Plant weighbridge is under break down or maintenance, then the Net weight mentioned in SECL mines weighment slip (after normalization of moisture) shall be considered as final weight for the purpose of all commercial purposes.

3 QUANTITY:

3.1 Quantity of Coal to be transported as per below table:

S.No.	Colliery	Quantity (MT)	Grade/Size
1	Rani Atari UG	5000	Grade /Size: G7 (-) 100 MM ROM
2	Saraipali OC	29700	Grade /Size: G10 (-) 100 MM ROM

KMPCL reserves the right to allocate full quantity for transport or part quantity to other vendors apart from Contractor. The decision of KMPCL in selection of vendor shall be final and binding on Contractor.

3.2 The Contractor shall be responsible for shortage of coal between challan quantity of mines and at KMPCL weighbridge. A tolerance of 0.5% shall be allowed between DO issued by SECL and quantity received as per KMPCL weighbridge. Beyond 0.50% shall attract penalty equivalent to the landed cost of the Coal.

4 COAL QUALITY:

4.1 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.

4.2 Contractor shall ensure for supply of entire DO Coal quantity from all mines as per clause no 4.3, having a guaranteed GCV (ARB) Kcal/kg.

4.3 Guaranteed Total Moisture (TM) as per the table below:

SL.No.	Colliery	Minimum Guaranteed Total Moisture (TM)	Minimum Guarantee GCV kcal (ARB)
1	Rani Atari UG	13%	4100 kcal (± 50)
2	Saraipali OC	13%	3900 kcal (± 50)

5 SAMPLING AND TESTING:

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

For determination of coal quality, sampling and analysis done at KMPCL site shall be final and binding.

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.

The material received in each truck 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.

The material collected for sampling purpose, shall be taken for preparation of sample as per IS procedures. Three samples for each day and Mines/DO wise 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.

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.

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.

6 CONTRACT PRICE:

Contract price for the entire scope of work shall be as per the attached **Annexure-III.**

7 PENALTY:

- 7.1 In case the Contractor fails to deliver the Guaranteed GCV (ARB) as per clause number 4.3, then penalty will be levied at the rate of Re. 1.25 per Kcal/kg for shortfall GCV (Ex. if the guaranteed GCV is 5000Kcal & the GCV received at site is 4500 Kcal , then penalty shall be levied on 500Kcal @Rs.1.25 =Rs.625 x Quantity) . GCV penalty shall be calculated on fortnight weighted average basis on receipt of coal at the KMPCL plant. All applicable penalties shall be recovered from the running bills of the Contractor.
- 7.2 In case of non-lifting of entire or part of DO quantity as per clause no. 3 amount equivalent to the landed coal cost (inclusive all), towards un-lifted Coal quantity, would be recovered from the Contractor bills or shall be recovered from BG. However KMPCL shall not impose penalty on Contractor, if any failures of SECL due to strikes, lockouts, rains or floods affecting coal production or not permitted the extension of delivery order.

8 BILLING & PAYMENT:

Contractor shall provide transportation invoices along with the supporting documents within 5 days from the completion of a fortnight i.e. **from 1st to 15th and 16th to 30th /31st**. The bills submitted shall be processed at KMPCL Head office at Hyderabad, after due certification by site (of bills copy & proof of delivery) and the payment shall be released within 10 days' time from the submission of complete and clear documentation.

All recoveries under this contract shall be done from Contractor's bill, BG or DD or from outstanding amount/dues of Contractor with KMPCL.

KMPCL shall hold 5% invoice amount from Contractor's running bills and shall be released after completion of work.

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

Original bills along with the required documents shall be submitted by the Contractor at KMPCL Hyderabad office.

9 PERFORMANCE BANK GUARANTEE:

The Contractor has to furnish Performance Bank Guarantee of Rs. 15,00,000/- (Fifteen Lakhs only) from any nationalized / scheduled bank, duly acceptable to KSK Mahanadi Power Company Limited (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 three months, 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. Such Bank Guarantee format Annexure-II should be furnished within 7 days from issue of Notice to Proceed /Contract by KMPCL.

If the Contractor fails to submit the BG, a Demand Draft (DD) of Rs. 15 lacs (Rupees Fifteen Lakhs only) in favour of M/s. KSK Mahanadi Power Company Limited, payable at Hyderabad shall furnish by contractor upon issue of this work order within 2 banking days.

10 CONTRACT PERIOD:

Contract shall be valid from date of signing of Work Order by both parties and shall valid till validity of Delivery Orders plus 3 days, issued by SECL against Spot E-auction dated 20.08.2021.

In Case of poor/non satisfactory performance, KMPCL has a right to terminate the contract without any additional cost to KMPCL notwithstanding the above, KMPCL in the event of poor performance will be at liberty to terminate the contract forthwith and make alternative arrangements which shall be binding on CONTRACTOR.

11 QUALIFICATION CRITERIA

- a. The bidder should be a registered partnership firm/company incorporated in India.
- b. The bidder must have 5 Years of experience in Coal transport services at the SECL subsidiaries & must have transported minimum 5 Lakh tonnes of coal by road in the last financial year (Proof of experience, transported quantity along with last 3 years turn over details to be submitted by the Bidder along with the quotation.
- c. 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 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. Bidder 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.

12 OTHER TERMS:

- a. KMPCL reserves the right to allocate contract 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 in Rupees per metric ton as per the requirement of this RFQ, to Mr. Bijay Kumar Dash on his email ID coal@ksk.co.in

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.

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, 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.

6 INSURANCE:

The Contractor shall ensure adequate accident insurance of the representatives deployed in the performance of this Work Order and KMPCL shall not be liable for any damages or the like. Insurance against all types of risk for the Contractor's workmen during the period of execution of work will be in Contractor scope. KMPCL shall not be responsible for death, injury or accident to Contractor's or its associate's employees or any other third Party, which arise out of or in the course of their duties.

The KMPCL shall undertake insurance of the Coal by suitably taking a Marine Transit Insurance Policy and the liability of the Contractor shall be limited to the scope under this Work Order.

7 ARBITRATION:

It is the intent of the Parties to harmoniously settle all disputes and disagreements that may arise out of and/or in relation with this Work Order (the "Disputes"), through mutual discussion. Therefore, where any Disputes arise between the Parties hereto, the Parties shall first attempt to settle the same amicably between the Parties.

Where any Dispute is not resolved by the Parties with mutual discussion within fourteen (14) days of the same having been notified by one Party to another, then the same may be referred by either Party for

Arbitration to an arbitral tribunal consisting of three arbitrators. Each Party shall be entitled to nominate one arbitrator. The two nominated arbitrators shall jointly elect a third arbitrator to serve as the Chairman of the arbitral tribunal. The arbitration proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended or modified from time to time).

The venue of arbitration shall be at Hyderabad, Telangana, India and the language of arbitration will be in English. The arbitration award shall be final and binding upon the Parties.

8 GOVERNING LAW & JURISDICTION:

This Work Order shall be governed by, and construed in accordance with, Indian law. The language for the purposes of this Work Order shall be English language and all correspondences, notices and / or communication etc. shall be in English only. The Courts of Hyderabad, India shall have exclusive jurisdiction to settle any dispute arising out of and/ or in connection with this Work Order.

9 INDEMNITY:

The Contractor shall Indemnify KMPCL from and against all actions, suits and proceedings by the third Party for the acts/omissions of the Contractor and all costs, charges, expenses, losses, damages, taxes, duties, penalties, levies, and all other liabilities which the KMPCL may be liable to pay, incur or sustain as a result of performance or nonperformance, observance or non-observance by the Contractor of 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.

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 endeavour to substitute forthwith such other enforceable provision as will most closely correspond to the legal and economic contents of the said terms and conditions.

14 NOTICES:

All notices under this Work Order shall be in writing and in English Language. All notices be served, either by hand delivery or by registered post addressed to either Party at the last known place of business or by facsimile and in providing the services of such notice, it shall be sufficient to show that the same has been received in person or property addressed by registered post.

15 ENTIRE AGREEMENT:

This Work Order constitutes the entire Work Order between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties.

16 SURVIVAL:

All obligations incurred prior to and which by their nature would continue beyond cancellation termination or expiration of this Work Order shall survive such cancellation, termination or expiration.

17 MALPRACTICE / DAMAGE / CONTAMINATION:

There should be no malpractice or contamination of coal at sampling area, lab area or at any plant sites or outside the plant premises. If anything is found then the Work Order may be terminated immediately or the Contractor person should be blacklisted immediately and there will be a heavy penalty of Rupees Ten Lakh against the Contractor.

The Contractor will not use the name of KMPCL in any manner either for credit arrangement or otherwise and it is agreed that KMPCL is in no way responsible for the debts of the Contractor and / or its employees.

18 ADDITIONAL TERMS AND CONDITIONS:

The Contractor shall be responsible to comply with all laws of the land including Labour rules and Acts which are in vogue during the period of Work Order and shall indemnify KMPCL against any claim arising out of any non-compliance/or accidents to the third Party.

EPF provisions shall have to be made by the contractor for their personnel as per the prevailing rules and laws.

The Contractor and their personnel shall have to observe all safety measures and follow safety rules at the time of execution of works. Contractor shall have to ensure supply, educate and see that their employees wear all safety equipment's 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.

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.

Telangana.

- a) Bank Guarantee Number:
- b) Amount of Guarantee: Rs. 15,00,000/-
- 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. 15,00,000/-

This Performance Bank Guarantee (“Guarantee”) is made on this the ___ day of ___, 2021 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 Spot E-auction coal from SECL, more specifically covered in the Work Order to Thermal Power Plant at, Akaltara Tehasil, Near Nariyara Village, Janjgir - Champa District, Chhattisgarh State, Pin-495 668 and unloading at the designated area of the plant.

WHEREAS, as per the terms and conditions of the Work Order, the contractor has agreed to provide a Performance Bank Guarantee of Rs. 15,00,000 (Rupees Fifteen Lakhs only) in favour of KSK Mahanadi Power Company Limited.

AND WHEREAS, the Bank, at the request of the Contractor agreed to provide/give in favor 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:

- 1) 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, bank shall pay to KMPCL forthwith on their first demand without demur such sum or sums of money not exceed to Rs. 15,00,000/- 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 upto_____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.

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 Stamps.

ANNEXURE – III

CLAUSE NO.6 - CONTRACT RATE

S. No.	Mines to KMPCL Plant	Contracted Quantity	Transportation Rs./ MT
1	Rani Atari UG	5000 MT	
2	Saraipali OC	29700 MT	

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

- a) During transportation through road, if the Coal is transported by a normal Dala body truck instead of a tipping truck, Rs 25.00 per MT will be recovered by KMPCL from running bills as manual unloading charges of trucks. In no case any equipment of the Contractor shall be allowed within the premises of KMPCL for unloading of Coal from a normal Dala body truck.
- b) Goods and Services Tax (GST) shall be paid by KMPCL under reverse charge as per prevailing rate and rules. If any changes in GST Act same will be applicable from date of change of rules. TDS shall be deducted from the bills as per Income tax rules applicable.
- c) All payments including statutory payments, excluding GST under reverse charge & toll charges / taxes, shall be borne by the Contractor for the movement of Coal and are included in the Work Order rate.
- d) The transportation charges shall be calculated and paid to the contractor on normalized receipt quantity by KMPCL on fortnight basis. The Normalization shall be done based on fortnight weighted average TM of the respective fortnight period as per below formula (Mines wise).

$$\text{Normalized receipt quantity} = \frac{\{ \{ \text{Actual receipt of mines wise fortnight weight at KMPCL end} \} * \{ 100 - \text{fortnight weighted average TM receipt at KMPCL end} \} \}}{[100 - \text{Guaranteed TM}]}$$

Note: No premium on lower moisture less than guaranteed TM i.e. 13% on fortnight basis, the above clause will be applicable in case of TM exceeds the >13% on fortnight weighted average