

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/2500101/183

Date: 03.04.2023.

REQUEST FOR QUOTATION

Last date for offer submission 6th April 2023 by 18-00 Hours

Subject: - RFQ for Active Mines Management of Coal secured from the SECL, MCL & NCL to KSK Mahanadi Power Company Limited, plant (KMPCL – 6*600 MW), situated at Nariyara Akaltara, Chhattisgarh.

Definitions:

“Coal” shall mean coal secured by KMPCL under new Transparent Coal Allocation Policy, 2017 called SHAKTI – (Scheme for Harnessing and Allocating Koyala (Coal) Transparently in India), any Short Term Linkage Coal AND any E-Auction Coal from various mines of SECL, MCL & NCL subsidiaries.

“Agreement” and “Contract” The words “Agreement” and “Contract” are used interchangeably and shall mean this Agreement signed between KMPCL and CONTRACTOR.

“CIL” Coal India Limited.

“SECL” shall mean South Eastern Coalfields Limited, a CIL subsidiary.

“MCL” shall mean Mahanadi Coalfields Limited, a CIL subsidiary.

“NCL” shall mean Northern Coalfields Limited, a CIL subsidiary.

“SECR” shall mean South East Central Railway.

“ECoR” shall mean East Coast Railway.

“ECR” shall mean East Central Railway.

“SER” shall mean South Eastern Railway.

“KMPCL” shall mean KSK MAHANADI POWER COMPANY LIMITED.

“CONTRACTOR” shall mean “_____”

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

“BLOCK RAIL PROGRAME SANCTION & ALLOTMENT” shall mean a document issued by SECL/MCL/NCL duly consented by EDRM office Kolkata thru respective railway zones. The Allotment will state the name of the siding code, whereas siding code represents the mine and grade of respective subsidiary.

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“ORDER and INSTRUCTIONS” shall mean any written order or instructions given by KMPCL in terms of the work order.

“BG “shall Bank Guarantee submitted by Contractor to KMPCL.

1. QUALIFICATION CRITERIA

- 1.1 The bidder should be a registered partnership firm/company incorporated in India.
- 1.2 The bidder should have minimum 3 years of experience in handling of Linkage & E-auction coal by rail mode at MCL, NCL & SECL rail sidings. The bidder must have handled average 15 rakes/month at MCL / NCL rail sidings & 40 rakes at SECL rail sidings in last 2 years.
- 1.3 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.
- 1.4 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.
- 1.5 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.

2. SCOPE OF WORK

- 2.1 Contractor shall deal with Coal Subsidiaries of CIL (SECL/MCL/NCL), along with South East Central Railways (SECR), East Coast Railway (ECoR), East Central Railway (ECR), South Eastern Railway (SER) and Executive Director for Rail Movement Kolkata (EDRM) for submission of periodic application for Rakes Sanction, allotment and loading of rakes.
- 2.2 Contractor shall coordinate with offices of Indian Railways and Coal India Limited and its subsidiaries situated at various locations of India.
- 2.3 Contractor shall ensure that priority is given to KMPCL (MKMA Rail siding) for coal loading at the Colliery.
- 2.4 Contractor shall liaison with Coal India Limited (CIL) & its subsidiaries for loading of coal from sidings with grade and size mentioned in the FSA Allotment/Sanction document.
- 2.5 Contractor shall ensure placement of rakes with all fit wagons and avoid rakes containing sick wagons in which coal could not be loaded. In case of any sick wagon is placed, Contractor shall rectify it through C & W Railway team.
- 2.6 Contractor representatives shall ensure proper loading / levelling / rectification process of each wagon with SECL/MCL/NCL officials to get uniform and maximum loading. If any rectification charges incurred in transit shall be borne by the contractor.

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- 2.7 Contractor shall control overloading of rakes and their charges. In case of occurrence of shunting charges or punitive charges, or per wagon charges or charges of similar nature for overloading, the same shall be take-up with concerned railways and subsidiary on priority.
- 2.8 Contractor shall supervise the loading of the coal at the colliery such that under loading is minimized and rake is loaded to its rated capacity.
- 2.9 Contractor representative shall witness weighment of each rake at SECL/MCL/NCL weighbridge end.
- 2.10 Contractor shall be vigilant and ensure that there shall not be any pilferage of coal during rake in transit and if any pilferage is found, Contractor shall immediately lodge a complaint with the railway police and / or any authority on behalf of KMPCL with prior consent from KMPCL. Contractor shall sort out any issues during the movement.
- 2.11 Contractor shall separately deploy adequate man power for witnessing of sample collection and sample preparation as per TPA agreement (with TPA, KMPCL & Coal subsidiary) at the mines end. Contractor has to collect consumer (KMPCL) party sample from TPA agency and same to be sent by courier on daily basis to KMPCL plant at Nariya, Chhattisgarh. Any charges in this connection to be borne by the Contractor.
- 2.12 Contractor shall inform KMPCL officials about all above activities through mail/WhatsApp. Contractor shall send daily MIS report to KMPCL by 10AM everyday for all the activities as per the format provided by KMPCL.
- 2.13 Contractor shall communicate KMPCL officials about any policies changes with respect to Coal India Limited and Indian Railways time to time whenever the changes take place.
- 2.14 Contractor shall ensure minimum work force for all types of activities as per the scope of work and shall provide the list of deputed employees with their photographs of all locations at subsidiaries and railways within 3 days from the date of accepting the work order. Contractor shall ensure one (1) person at Head Quarters of each subsidiary/railway divisional office and EDRM, Kolkata. In case of manual loading at the siding, contractor shall deploy four (4) persons at the siding and (2) persons in-case of coal loading by Silo.
- 2.15 Contractor's representatives must share a selfie with any one wagon of every rake placed of KMPCL. The wagon number must be clearly visible in the picture along with date and time. Non-compliance shall attract the penalty of Rs. 1000/- per rake /per person to the contractor.
- 2.16 Contractor shall timely intimate to KMPCL of due dates of BG's/CG's/Security deposits/Mining license / any other relevant documents well in time for renewal, submission of the same on renewal with the due dates.
- 2.17 Contractor shall obtain the coal bills & RR copies from the coal subsidiaries & railways if it is not received online by KMPCL
- 2.18 Contractor shall arrange KMPCL account reconciliation with coal subsidiaries i.e SECL, MCL & NCL and Railways i.e SECR, ECoR, ECR & SER Railways on regular basis. Contractor shall do liaison with the above coal subsidiaries & railways for any types of refunds & adjustments.

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3. SOURCE, QUANTITY AND GRADE

S.No.	SOURCE	AREA	QUANTITY (No. of Rakes / Per month) approx
A. Linkage Coal (under SHAKTI)			
1	SECL	Korea Reva, Chhattisgarh	18 Rakes
2	SECL	Korba and Mand Raigarh Area	97 Rakes
3	MCL	IB Vally and Basundhara Area, Odisha	23 Rakes
4	MCL	Talcher, Odisha	0.3 Rake
5	NCL	Singrauli	12 Rakes
B. Any E-auction - as and when procured from SECL, MCL & NCL subsidiaries shall be additional to the above-mentioned quantity.			
C. Short Term Linkages - as and when procured from SECL, MCL & NCL subsidiaries shall be additional to the above-mentioned quantity.			

KMPCL reserves the right to allocate full quantity or part quantity or subsidiary wise to other vendors apart from Contractor. The decision of KMPCL in selection of vendor shall be final and binding on contractor. However, quantity mentioned above is indicative only and there will be no guarantee of monthly allocation of coal by KMPCL to the Contractor.

4. QUALITY

Guaranteed Gross Calorific Value at KMPCL plant end. *(contractor has to mention)*

S.N o.	CIL Subsidiary	Source / Indicative range of Grades	Siding/Code	Grade	Guaranteed GCV-ARB (Kcal/Kg)
1	SECL	Korea Reva, Chhattisgarh/ (G5-G7)	BCRB		
			BCSB		
			BGCK		
			DCSD		
			PCCM		
			RJCB		
2	SECL	Korba Area/ (G 10 – G 15)	GPCK		
			SCDG		
			JRGR		
			MCK		
			NKCR		
			OKSR		
			KMKA		

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3	MCL	IB Valley and Basundhara, Odisha /G 12 – G 14	BOCM		
			BOMB		
			LOCM		
			LOMB		
			LOMC		
			MCLK		
			MFSJ		
4		Talcher, Odisha / G 12 – G 14	SBCT/ACTR		
			Any other siding/Spur at Talcher area		
5	NCL	Singrauli, Madhya Pradesh / G 7 – G 13	DCSN		
			DWWS		
			GCNM		
			KSCK		

5. SAMPLING AND TESTING

The Sampling & testing of coal shall be done at KMPCL as per following procedure:

- 5.1 Coal sampling of each rake shall be done at KMPCL plant site through manual sampling process and/or auto sampler on conveyor belts and/or Mechanical Auger sampling system, in compliance with relevant **IS procedures**. One of the above sampling methods shall be used as per discretion of KMPCL.
- 5.2 For determination of coal quality, sampling and analysis done by KMPCL appointed agency / KMPCL shall be final and binding on the both parties. KMPCL shall not allow any third party in their premises for sampling & analysis on request of the contractor.
- 5.3 The Contractor shall be allowed to witness the collection of samples; however, in no case the Contractor will be allowed to witness sample preparation and sample testing unless specifically approved by the RP on case-to-case basis.
- 5.4 The material received shall be taken for sampling on rake-to-rake basis. These samples will be collected separately for each rake for rail mode, as per **IS Procedures**.
- 5.5 Three (3) samples will be prepared one for testing and other two will be referee samples for each rake for rail mode.
- 5.6 Two referee samples will be prepared for each mode and kept at the Site; these two referee samples will be designated as “FIRST REFEREE SAMPLE” and “SECOND REFEREE SAMPLE”. The referee samples so prepared will be kept with a proper tag indicating the mode along with other relevant details.
- 5.7 “FIRST REFEREE SAMPLE” will be tested at KMPCL lab only in case of any discrepancy. The Contractor 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 KMPCL and the results declared as per first sample tested will be considered final and binding for the billing purpose.

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5.8 “SECOND REFEREE SAMPLE” shall be kept at the Site & shall be sent to 3rd party analysis if required or if demanded by the Contractor, only in case the results for “FIRST REFEREE SAMPLE” are not acceptable to the Contractor. The Contractor 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 Contractor and the results declared as per “FIRST REFEREE SAMPLE” tested will be considered final and binding for the billing purpose.

5.9 The 3rd party for testing the “SECOND REFEREE SAMPLE” will be QCI / CIMFR / SGS or IGI. Results declared by 3rd party shall be final & binding on both, the Contractor and the KMPCL. The cost of sampling for “SECOND REFEREE SAMPLE” will be borne by the KMPCL and shall be recovered from the Contractor in case referee sample analysis is required to be done at the request of the Contractor. Referee sample will in no case be handed over to the Contractor. The referee samples will be maintained for a period of 30 days only.

6. PENALTY

In-case the Contractor fails to deliver the weighted average Guaranteed GCV (ARB) of coal as per clause number 4, then penalty will be levied @ Re. 0.10 per Kcal/kg for the shortfall GCV in ARB (E.g., if the guaranteed weighted average GCV of a particular siding in a month is 5000Kcal & the GCV received at site is 4500 Kcal, then penalty shall be levied on 500Kcal @Rs.0.10 =Rs.50 x Quantity received from a particular siding in a month). GCV penalty shall be calculated on monthly weighted average basis for the coal received at the plant from a particular siding. All applicable penalties shall recovered from the running bills or security deposit of the Contractor.

7. WEIGHTMENT

Weight recorded at KMPCL In-motion 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 RR quantity shall be final and binding to both the parties.

8. SHORTAGES

Contractor shall be responsible for shortage of coal between the coal loaded from the mines and delivered at KMPCL weighbridge. A tolerance of 1%, shall be allowed between mines siding weighbridge and KMPCL weighbridge. Beyond 1% shall attract penalty equivalent to the landed cost of Coal. Penalty shall be calculated on total rakes received at the plant from the respective area of the subsidiaries on monthly basis (E.g., if the RR quantity of Korba area in a month is 40000 MT & weight at KMPCL weighbridge is 39000 MT , then the penalty (landed cost of coal) shall be applicable on 100 MT).

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9. SERVICE CHARGES

Contractor shall be paid Rs. _____ per MT (*Contractor has to mention Rate*) of coal as service charges above scope of work. The above prices will be fixed till the tenure of the contract period and no price escalation will be given at any cost by KMPCL.

GST as applicable shall be paid against submission of proper invoices for services rendered under this order. TDS shall be deducted from the Contractor bill as per the rates applicable.

10. PAYMENT

Bills for the service charges along with the supporting documents of material received and unloaded at the KMPCL site along with quality report (obtained by Contractor from the KMPCL) shall be furnished within 7 days on completion of a calendar month by contractor and payment will be made within 7 days after receipt of complete and clear set of documents.

The Contractor shall submit bills along with required documents for service charges under the scope of work at KMPCL, Hyderabad office (original) as per the following address,:

At Head Office:

Assistance General Manager (Coal Management)
KSK Mahanadi Power Company Limited
8-2-293/82/A/431/A, Road No. 22,
Jubilee Hills, Hyderabad – 500033

11. PERFORMANCE BANK GUARANTEE

Within 3 (three) days from the date of issue of the Purchase Order, the Transporter 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 bank guarantee in the prescribed format given by KMPCL for due and faithful performance of the Purchase Order along with other terms and conditions. The Performance Guarantee shall be for a value of 10% of the contract value (contract value will be computed based on the average quantity mentioned in Purchase Order).. In case the Transporter is unable to furnish the Performance Guarantee within the stipulated time, the Transporter shall be blacklisted for the next 3 years and the decision of the RP in this regard shall be final. The Bank Guarantee shall be valid till the expiry of the Work Order plus three months, as claim period. Such amount shall be released without interest only after satisfactory completion of work order. KMPCL shall have right to encash 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 within the time stipulated the BG amount mentioned here in will retain from the running's bills and will be released at the end of order period or upon submission Performance Bank Guarantee.

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12. CONTRACT TERM

Price, terms and conditions shall be valid till the completion six (6) months from the date of order. The contract may be further extended on mutual discussions of KMCPL and Contractor.

The General Terms and conditions attached as Annexure-I form an integral part of this order.

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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

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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

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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 non-performance, 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.

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(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

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. Favours 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 favours or agreeing to do such favours 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.

Mr. Bijay Kumar Dash
Vice President
KSK Mahanadi Power Company Limited.

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8-2-293/82/A/431/A, Road No.22,
Jubilee Hills, Hyderabad – 500033.
Email: bijaykumar.d@ksk.co.in

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.

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- (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.

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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 ___, 2023 by ___ having its branch at _____ (hereinafter referred to as the “Bank” or “Guarantor” which expression shall, unless repugnant to the context, CCL/NCL 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----- Active mine management for movement of coal from SECL/MCL/NCL/SECR/ECOR/ECR, 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 to provide a Performance Bank Guarantee of Rs. _____ (Rupees _____ 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

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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. _____ 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.

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- 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.