

BID DOCUMENT FOR SUPPLY OF FLY ASH

FROM

**GMR Kamalanga Energy Limited
At/P.O-Kamalanga, Distt: Dhenkanal
Odisha**

SPECIFICATION NO.: -

GMR Kamalanga Energy Limited/ASH- SUPPLY/22-23/08

Contents

1) INTRODUCTION.....	6
2) SCOPE OF SUPPLY:.....	6
3) BIDDING DETAILS.....	7
4) PROCEDURE FOR REGISTRATION & PAYMENT OF PRE BID SECURITY.....	7
5) ELIGIBILITY FOR BID PARTICIPATION.....	7
6) QUALIFYING REQUIREMENTS-ELIGIBILITY CONDITIONS FOR THE BIDDERS –	8
7) Submission of Bids	8
8) CONTACT PERSON AT GMR KAMALANGA ENERGY LIMITED	9
9) WEBSITES	9
10) In this contract, following terms shall be interpreted as:	9
11) INSTRUCTIONS TO BIDDERS	10
12) SCOPE OF SUPPLY	10
13) BIDS WILL BE SUBMITTED ONLINE.....	10
14) VALIDITY OF BIDS.....	10
15) BID SECURITY.....	11
16) SUBMISSION OF BIDS.....	11
17) PRE BID REQUIREMENT.....	11
18) MODIFICATION AND WITHDRAWAL OF BIDS	11
19) BIDDING SCHEDULE	11
20) SUPPLIER’S RIGHT TO ACCEPT ANY BID OR TO REJECT ANY OR ALL BIDS	11
21) SUPPLIER’S RIGHT TO VARY QUANTITIES AT THE TIME OF ALLOCATION / SUPPLY	12
22) CONTRACT PERFORMANCE BANK GUARANTEE (CPBG).....	12
23) QUALIFYING REQUIREMENTS-.....	12
24) UNDERSTANDING AND CLARIFICATION OF BID DOCUMENTS.....	13

GMR Kamalanga Energy Limited

25)	AWARD FOR SUPPLY OF FLY ASH	13
26)	BID PROPOSAL SCHEDULE.....	13
27)	UNIFORM BID QUANTITY OVER THE ALLOCATION PERIOD	13
28)	CHECK LIST.....	13
29)	DEVIATION	13
30)	CODE OF CONDUCT (REFER ANNEXURE X)	13
31)	Acquaintances of local conditions;.....	14
32)	Language of the Contract.....	14
33)	Confidentiality	14
34)	Examination of Bids and Determination of Responsiveness	14
35)	Settlement of Disputes	14
36)	Arbitration	15
37)	Force Majeure.....	16
38)	Insurance & Buyer’s Liability	16
39)	Suspension of the supply	16
40)	Indemnity for defense of Suits	17
41)	Recovery of Sums Due.....	17
42)	Safety Requirements	17
43)	Disorderly Conduct	17
44)	Jurisdiction of Court	17
45)	Code of Conduct (Refer Annex X) – Accepted document in Bidders’ letter head.....	17
46)	Scope of Supply.....	18
47)	Working Hours	18
48)	Delivery Point	18
49)	Quality of Fly Ash.....	19
50)	Methodology for Pricing	19

GMR Kamalanga Energy Limited

51)	Price & Bidding Methodology.....	19
52)	Evaluation Criterion of Bids	19
53)	Award Criteria	19
54)	Award price:	20
55)	Period of Supply	20
56)	Upward Quantity Flexibility	20
57)	Payment Terms & Bank Charges.....	20
58)	Commencement of first off take	20
59)	Weighment for invoicing	20
60)	Compensation against shortfall during regular off take	20
61)	Termination of Contract	21
62)	Following will constitute breach of contract:	21
63)	Shortfall in supply by Supplier	21
64)	Taxes, Duties, Levies etc.....	22
65)	Delivery	22
66)	Responsibility during Transportation	22
67)	Billing	22
	Annexure – 1	23
	Annexure - II	25
	Annexure - III.....	26
	Annexure - IV	27
	Annexure – VI	28
	Annexure – VII	30
	List of the Banks	30
	Annexure –VIII.....	31
	Annexure-IX.....	32

GMR Kamalanga Energy Limited

Annexure - X 35

GMR KAMALANGA ENERGY LIMITED

INVITATION FOR ONLINE BIDS FOR SUPPLY OF FLY ASH

FROM

GMR KAMALANGA ENERGY LIMITED, DISTT DHENKANAL

Tender No: GKEL/ ASH-SUPPLY / 22-23/08

Date- 21.03.2023

1) INTRODUCTION

GMR KAMALANGA ENERGY LIMITED (henceforth referred to as “**GMR KAMALANGA ENERGY LIMITED**” or “**GKEL**” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) intends to promote utilization of fly ash as resource material. To facilitate this, GMR KAMALANGA ENERGY LIMITED, DISTT DHENKANAL, ODISHA wishes to supply fly ash (“Fly Ash”) for a period of twelve (12) months on continuous basis. GKEL thus invites online bids from eligible and interested Buyers for supply of Fly Ash from its 3 x 350 MW plant as mentioned below:

2) SCOPE OF SUPPLY:

The Fly Ash shall be supplied to the interested Buyers from the designated delivery point(s) i.e. **Ash Silo** chute of the 2 x 350 MW plant of GKEL. The Buyer(s) shall arrange for taking delivery in their own covered trucks / bulkers only. The quantity available for supply from GMR KAMALANGA ENERGY LIMITED is mentioned below:

Power Stations / Location	Quantity available	Fly Ash quality to be supplied	Period of Supply
GMR KAMALANGA ENERGY LIMITED	12,00,000 MT Which Includes 9,00,000 MT Fly Ash & 3,00,000 MT Bottom Ash)	on “as available” basis	12 Months

3) BIDDING DETAILS

Detailed conditions and scope of work are given in the bid documents, which can be downloaded from the www.gmrgroup.in/energy/ referred below:

Period of supply	12 Months
Submission of Bids	As per catalogue
Bid Security	Pre-EMD @ Rs.1.00 /MT

4) PAYMENT OF PRE BID SECURITY

Buyers can submit pre-bid EMD/Bid security through e-payment Gateway. Procedure for payment of bid security is as follows:

STEP 1	ENTER BUYER USER ID AND PASSWORD
STEP 2	GO FOR ONLINE PAYMENT WINDOW BY CLICKING AT THE PAYMENT LINK
STEP 3	SELECT THE FOLLOWING OPTIONS FOR PAYMENT 1. PREBID EMD 2. EMD 3. MATERIAL VALUE 4. GST AND TCS 5. SERVICE CHARGE
STEP 4	SELECT THE REGION / BRANCH OF M-JUNCTION
STEP 5	SELECT AUCTION NO.
STEP 6	SELECT LOT NO.
STEP 7	AMOUNT TO BE ENTERED
STEP 8	BUYER HAS TO FIND HIS BANK AND MAKE ONLINE PAYMENT
STEP 9	1. BANK HAS TO GIVE REPORT AS DESIRED BY M-JUNCTION 2. BUYER HAS TO INFORM RECEIPT NO. ALONGWITH THE DETAILS MENTIONED AT STEPS 3 TO 7.

5) ELIGIBILITY FOR BID PARTICIPATION

Only those Buyers who have -

- (a) Registered themselves with **M-JUNCTION** as per specified guidelines for registration, displayed on M-JUNCTION website and

GMR Kamalanga Energy Limited

- (b) Remitted UNCONDITIONAL PRE BID EMD as per the applicable terms,
- (c) Submitted qualifying documents at GMR KAMALANGA ENERGY LIMITED well before the last day of submission of documents **as per Annex 1** and found correct as per terms and conditions of the e – tender shall be eligible to participate in the bidding process.
- (d) The Buyer should preferably remit the Pre-Bid through NEFT/RTGS 24 hours before the last day mentioned in the **M-JUNCTION** auction catalogue.
- (e) Note: Payer (i.e. Buyer) is requested to inform e-payment through email to sanjay.gantayet@gmrgroup.in & Kapuganti.Chinnayya@gmrgroup.in along with the complete details.
- (f) Buyer has to inform the details such as amount transferred, date of transfer, Buyers bank name, UTR no., payment type such as Pre-bid EMD, EMD, material value, taxes, full value, etc. to the GMR Group official as above on the same day of the transaction. GMR Group has no responsibility of delay in receipt of payment from the bank, in case Buyers fail to inform by mail.

6) QUALIFYING REQUIREMENTS-ELIGIBILITY CONDITIONS FOR THE BIDDERS -

Documents in email to be shared by Bidders prior to auction to designated emails sanjay.gantayet@gmrgroup.in & Kapuganti.Chinnayya@gmrgroup.in in GMR KAMALANGA ENERGY LIMITED

- (a) Bidder should be an individual, a partnership firm or a company.
- (b) In case of existing or newly formed firm/company, the turnover of either its own or the turnover of the other firm / company in which major shareholder/promoter/partner is also the major shareholder/promoter/partner in bidding company may be considered but not in combination of both / financial support letter from a reputed bank / financial institution for a new firm, having turnover less than Rs.25 lakhs per annum.
- (c) **IMPORTANT:** Bidders shall submit an undertaking of utilizing the Fly Ash in cement, brick manufacturing, construction or any other Ash based product confirming to the environmental regulation in force from time to time.

7) Submission of Bids

Bids are to be submitted by the Buyer through email between the bid submission time as per time schedule indicated at **para 3** above respectively. Email should be sent to the below mentioned email id:

sanjay.gantayet@gmrgroup.in

Kapuganti.Chinnayya@gmrgroup.in

8) CONTACT PERSON AT GMR KAMALANGA ENERGY LIMITED

- Mr. Sanjay Gantayet Mob. 9319412006
- Mr. K Chinnayya Setty Mob: +91 78944 20958
- Mr. Sushil Kumar Choudhury Mob: +91 8390903524

9) WEBSITES

For referring to Invitation for Bids, Bid documents, and downloading of the same and online bidding following websites may be referred to: - www.gmrgroup.in/energy/

DEFINITIONS

10) In this contract, following terms shall be interpreted as:

- 10.1.** "The Contract" shall mean the issuance of award letter which will constitute the formation of the Contract.
- 10.2.** "The Contract Value" means the consideration payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- 10.3.** "Day" means calendar day.
- 10.4.** "Effective Date" means the date on which the Contract becomes effective (i.e. issue date of LOA).
- 10.5.** "GCS" mean General Conditions of Supply contained in this document.
- 10.6.** "SCS" means Special Conditions of Supply contained in this document.
- 10.7.** "The Buyer" shall mean successful bidder(s) and which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns.
- 10.8.** "Supplier" (i.e. GMR KAMALANGA ENERGY LIMITED) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns.
- 10.9.** "Acceptable Bank" means any of the banks referred to in Annexure – VII List of the Banks.
- 10.10.** Awarded Quantity/Annual Contract Quantity/Annual Allocated Quantity - is the quantity of Fly Ash as finalized by GMR KAMALANGA ENERGY LIMITED for award during the period and shall be expressed in Metric Tonnes (MT) per annum.
- 10.11.** "Arbitration Act" means the Arbitration and Conciliation Act, 1996 enacted in India, as amended and modified time to time, including any re-enactment thereof.
- 10.12.** Metric Tonne (MT) means 1000 Kilograms.
- 10.13.** "Contract Term/Period" means duration of the contract together with any extension period.
- 10.14.** "Delivery Point" means the chutes of the designated Fly Ash silos.
- 10.15.** Dispute/Dispute Notice Refer clause 35 of bid documents.
- 10.16.** "Engineer in charge" means the officer appointed in writing by GMR KAMALANGA ENERGY LIMITED, KAMALANGA to act as an engineer from time to time.
- 10.17.** "First Off take" means the date of first off take of Fly Ash, by the Buyer from Delivery Point in accordance with the Contract.
- 10.18.** "Force Majeure" shall have the meaning ascribed to it under clause 37 of bid document.

GMR Kamalanga Energy Limited

- 10.19.** “Governmental Instrumentality” means any central/state ministry, agency, inspectorate, department, authority, commission or any regional or municipal authority thereof, which exercises any sovereign/state function in India or otherwise in relation to the performance of the Contract by either Party including any licensing authority.
- 10.20.** “Law(s)” means applicable laws, rules, regulations, judgments, decrees, or other legislative measures having the force of law or issued by any government agency, instrumentality, body or legislature, National, State or local authority or a court of competent Jurisdiction.
- 10.21.** “Quarter” shall mean a period of three (03) months and shall be calculated from the scheduled date of commencement of Contract.

INSTRUCTIONS TO BIDDERS

GMR KAMALANGA ENERGY LIMITED, having office at Village-Kamalanga, Dist- Dhenkanal (hereinafter called “Seller”/” Supplier”) will sell/supply Fly Ash from its 3 x 350 MW plant mentioned in the invitation for bid.

11) SCOPE OF SUPPLY

- 1) GMR KAMALANGA ENERGY LIMITED invites bids as specified in the e-Auction catalogue – document / bid document for the supply of **Fly Ash** to the interested and eligible users from the designated delivery points in the Buyer’s bulkers/covered trucks/rail wagons/rakes only on as “is where is and no complaint basis”.
- 2) The scope of bidder under this Auction is to take delivery of Fly Ash from the designated delivery point (**Ash Silo Chute Fly Ash Silos of AHP, GKEL**) as detailed in the bid document, in their own bulkers/covered trucks only.
- 3) Total quantity of Fly Ash in MT from the GKEL plant is available tentatively as per details given hereunder -.

Power Stations / Location	Quantity available	Fly Ash quality to be supplied	Period of Supply
GMR KAMALANGA ENERGY LIMITED	1200,000 MT Which Includes 900000 MT Fly Ash & 300000 MT Bottom Ash)	on “as available” basis	12 Months

12) BIDS WILL BE SUBMITTED ONLINE

Submission of the pre-bid EMD/bid shall be construed that the Buyer has satisfied itself about all terms mentioned in the bid document and no complaint, whatsoever, would be entertained in this regard thereafter.

13) VALIDITY OF BIDS

The Bidder shall keep the bid valid for a minimum period of three hundred (300) days from the date of opening of the bid.

14) BID SECURITY

- (a) The value of the Bid Security is as mentioned in catalogue.
- (b) The Bid Security shall be deposited to GMR Group through e payment gateway as mentioned in the invitation for bid para 4.0 and 5.0.
- (c) Bid security of unsuccessful bidders shall be returned as promptly as possible, but not later than fifteen (15) days after the expiration of the bid validity period.
- (d) Pre - bid EMD submitted by the H1 bidder(s) is retained and M-JUNCTION's Service charge is recovered from it. In case the Pre-bid EMD so retained falls short in covering the required M-JUNCTION's Service charge, then GKEL shall pay the deferential deficit where as in a scenario wherein some balance amount is left after the recovery of M-JUNCTION service charge, then such balance amount shall be duly transferred to designated bank account of GKEL within seven days of request from GKEL. Such balance amount of Bid Security shall be returned to Buyer(s) only after submission of requisite amount of Contract Performance Bank Guarantee (CPBG) as per format attached Annexure IX.
- (e) The Bid Security may be forfeited if the Bidder / its representative commits any fraud while competing for this Contract pursuant to Code of Conduct of GMR KAMALANGA ENERGY LIMITED.

15) SUBMISSION OF BIDS

- (a) Bids are to be submitted by the Buyer online to email id sanjay.gantayet@gmrgroup.in & Kapuganti.Chinnayya@gmrgroup.in
- (b) Late Bids - There is no provision for submission of bids before or after the bid submission period, i.e. within 20 days from the date of publishing of newspaper advertisement.

16) PRE BID REQUIREMENT

Only registered bidders will be allowed to participate subject to Bidder meeting the pre bid requirements as per **para 5.0** above. In addition, all bidders whether Proprietor, Partnership Firms or a Company have to submit relevant documents as mentioned at **Annex 1**.

17) MODIFICATION AND WITHDRAWAL OF BIDS

No bid can be withdrawn. However, during the bidding period, bidders may modify their bid upwards any number of times upto the quantity proportionate to the bid security submitted, against any price of their choice between the prescribed price band. Withdrawal of bids may result in the forfeiture of the Bidder's bid security.

18) BIDDING SCHEDULE

The schedule for submitting the bids is as mentioned in the catalogue / or as amended and informed to bidders from time to time on the E tender website.

19) SUPPLIER'S RIGHT TO ACCEPT ANY BID OR TO REJECT ANY OR ALL BIDS

Notwithstanding anything mentioned above, the Supplier reserves the right to accept or reject any bid, either in full or in part or to annul the bidding process and reject all bids at any time prior to allocation of quantity, without assigning any reason thereof.

20) SUPPLIER'S RIGHT TO VARY QUANTITIES AT THE TIME OF ALLOCATION / SUPPLY

The Supplier reserves the right at the time of allocation or during the period of supply to increase, decrease or delete the quantity of Fly Ash from that originally specified in the bid documents without assigning any reason.

21) CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)

- (a)** Within seven (7) days of the issue of award letter for allocation by the Supplier, successful Bidders shall submit the Contract Performance Bank Guarantee for an amount equal to **ten (10%) percent** of value of **allocated quantity** in the form of BANK GUARANTEE in favour of GMR KAMALANGA ENERGY LIMITED as per the CPBG format (Annexure – IX).
- (b)** Failure of the successful Bidder to comply with the requirement of submission of Contract Performance Bank Guarantee within the prescribed time shall constitute sufficient grounds for the annulment of the allocation order and forfeiture of the Bid Security. In that event no damages or compensations shall be payable to the Buyer.
- (c)** For commencement of supplies, submission of CPBG is a precondition. Contract Performance Bank Guarantee (CPBG) shall be released within 30 (thirty) days after successful completion of Contract in all respects.

22) QUALIFYING REQUIREMENTS-

ELIGIBILITY CONDITIONS for the Bidders -To be ensured before the auction and proof shall be submitted after auction by H1 bidder at GMR KAMALANGA ENERGY LIMITED

Bidder should be an individual, a partnership firm or a company (Ref. **Annexure I**).

- (a)** The average turnover of the bidder for the last three financial years should be at least Rs. 5 Lakhs/ annum for the bid quantity upto 25,000 MT/annum on Pro-rata basis.
- (b)** In case of existing firm/company the turnover of either its own or the turnover of the other firm / company in which major shareholder /promoter/partner is also the major shareholder/promoter/partner in bidding company may be considered but not in combination of both OR financial support letter from a reputed bank / financial institution for a newly formed firm having turnover less than Rs.25 lakhs per annum.
- (c)** Bidders shall submit an undertaking of utilizing the Fly Ash in cement, brick manufacturing, construction or any other Ash based product / Industry as per proforma attached at Annexure IV.
- (d)** Note: - Balance Sheet
Audited balance sheets showing the business turnover and profit & loss account for last three financial years of the company on whose turnover qualification has been sought should also be submitted along with the proposal. (Individual or a partnership firm or a company not falling under statutory requirement of audit, has to submit a certificate from Chartered Accountant certifying the average turnover of the last three Financial Years indicating the year wise turnover OR financial support letter from a reputed bank / financial institution for a new firm, having turnover less than Rs.25 lakhs per annum)

23) UNDERSTANDING AND CLARIFICATION OF BID DOCUMENTS.

The Bidder is expected to carefully examine the Bid documents and fully satisfy itself as to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Bidder finds discrepancies or omissions in the Bid documents or is in doubt as to the true intent or meaning of any part thereof, it shall at once request in writing in triplicate to the Supplier for an interpretation/clarification of the Bid documents. However, such request must reach the Supplier seven days before start of bid opening otherwise, the request for clarification shall not be entertained. After receipt of such interpretation or clarifications, the Bidder shall submit his Bid but within the time and date as specified in the invitation to Bid. All such interpretation and clarification shall form a part of the Bid documents.

Verbal clarifications and information given by Supplier or its employees or representatives shall not be in any way binding on the Supplier.

24) AWARD FOR SUPPLY OF FLY ASH

- (a) The Supplier will issue Award letter of allocation for supply of Fly Ash in writing to the successful Bidders in duplicate. The successful Bidder shall return the duplicate copy of the award letter duly signed & stamped as token of their acceptance and acknowledgement.
- (b) Supplier shall be the sole judge in this regard.
- (c) Bidder would be required to comply with all requirements of the notification of allocation without any extra cost to the Supplier, failing which its bid security may be forfeited.

25) BID PROPOSAL SCHEDULE

Bidders are to quote **online** their annual quantity requirement against the respective prices during the bidding period.

26) UNIFORM BID QUANTITY OVER THE ALLOCATION PERIOD

The quoted annual quantity requirement shall be considered uniform per month after commencement of first off take for the remaining supply period.

27) CHECK LIST

- (a) The Bidders are requested to duly fill in the check list enclosed at Annexure III.
- (b) The checklist gives only certain important items, to facilitate the Bidder to make sure that necessary data/information is provided by it in the proposal. This however, does not relieve the Bidder of its responsibility to make sure that its proposal is otherwise complete in all respects.

28) DEVIATION

Any deviation taken in the terms and conditions of the e tender catalogue / Bid Documents by the Bidder will not be allowed to bid online (**Annex II**).

29) CODE OF CONDUCT (REFER ANNEXURE X)

GENERAL CONDITIONS OF SUPPLY

30) Acquaintances of local conditions:

It will be imperative for the Bidder to fully inform itself of all local conditions and factors, which shall have any effect on the execution of the work covered under these documents and specifications.

31) Language of the Contract

All bids shall be submitted in English language. All communication, notices etc. pertaining to Contract shall be in English language.

32) Confidentiality

- (a)** Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for allocation shall not be disclosed to bidders or any other person not officially concerned with such process.
- (b)** Any effort by the bidder to influence the Supplier in the Supplier's bid evaluation, bid comparison, or allocation decisions may result in the rejection of the Bidder's bid.
- (c)** From the time of bid opening to the time of allocation, if any Bidder wishes to contact the Supplier on any matter related to its bid, it should do so in writing.

33) Examination of Bids and Determination of Responsiveness

- (a)** The Supplier will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- (b)** The Supplier may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

34) Settlement of Disputes

Amicable Settlement -

GMR Kamalanga Energy Limited

- (a) In the event of any dispute or claim of any kind whatsoever that may arise between the Parties as a result of construction, interpretation or application of any of the terms and conditions of this Agreement or performance of it ("Dispute"), either Party may by written notice inform the other Party of a Dispute ("Dispute Notice").
- (b) The Parties shall within a period of thirty (30) Days from the date of receipt of Dispute Notice by such other Party meet and endeavor to settle Dispute in an amicable manner through good faith and negotiations. In the event of the failure of the Parties to settle Dispute amicably within such thirty (30) Days period, either Party may refer Dispute for resolution by arbitration, in accordance with the provisions mentioned hereunder.

35) Arbitration

- (a) In the event that the parties are unable to resolve the disputes under **Clause 35** above, controversy or claim relating to or arising out of this Contract, such disputes, controversy or claim shall be finally settled by a panel of arbitrators ("The Arbitral Tribunal"), in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time and read with rules framed there under.
- (b) Either Party may by written request notify the other Party of its intent to refer such Dispute to arbitration. Within thirty (30) Days of receipt of such notice by such other Party, the Parties shall each appoint one arbitrator. Within thirty (30) Days of the appointment of the arbitrators, the two arbitrators so appointed shall appoint a third arbitrator (who shall be the presiding arbitrator). In case the two arbitrators fail to appoint the third arbitrator, the third arbitrator shall be appointed as per provisions of Arbitration Act.
- (c) The third Arbitrator will be the presiding Arbitrator and the Arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time and read with rules framed there under.
- (d) If any appointed arbitrator resigns or dies or is unable to perform his/her function prior to or during the arbitration, appointment of new arbitrator shall be made as per provisions contained in **Clause b & c** above.
- (e) The seat of arbitration shall be New Delhi, or such place as may be determined by the arbitrators. In terms of the contract the party involving arbitration shall specify the dispute or disputes be referred to arbitration under this clause together with the amount or amount claimed in respect of each such dispute. The arbitrator shall make the award within reasonable time from the date of entering in the reference.
- (f) The Arbitrator (tribunal) shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. Arbitral Tribunal shall give a reasoned award. The decision or award shall be final and binding upon the Parties.
- (g) The cost of Arbitrator shall be borne equally by the parties to the dispute.
- (h) Notwithstanding the subsistence of any arbitration proceedings, the Parties shall continue to perform their respective obligations under this Agreement and either Party shall not withhold, any payment obligation admitted by it.

36) Force Majeure

- a) "Force Majeure" shall mean any event beyond the reasonable control of the Supplier or of the Buyer, as the case may be, and which is unavoidable and affecting the performance of its obligations adversely notwithstanding the reasonable care of the party affected. Force Majeure shall be limited to the following events and circumstances:
- (i) Flood, cyclone, lightning, storm, tidal wave, hurricane tornado, earthquake, landslide, epidemic or other acts of God.
 - (ii) War (whether declared or not), riot, civil war, blockade, insurrection.
 - (iii) illegal strike or illegal lockout; and
 - (iv) Acts of Governmental Instrumentality having jurisdiction occurring after the date of this Agreement, including the issuance or promulgation of any court order, law, statute, ordinance, rule, regulation or directive, the effect of which would prevent, delay or make unlawful a Party's performance herein; provided that executive acts of a Governmental Instrumentality in the capacity of a shareholder or Seller of either Party shall not for the purpose of this Agreement be considered as a Force Majeure event.
- b) If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- c) The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended corresponding to the period of delay.
- d) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to Supplier's right to terminate the Contract under Special Conditions of Supply (**Clause 61**).
- e) Delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall not constitute a default or breach of the Contract.
- f) If the performance of the Contract is substantially prevented, hindered or delayed for a continuous period of more than sixty (60) days or an aggregate period of more than ninety (90) days on account of one or more event of Force Majeure during the occurrence of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with GCS **Clause 35**

37) Insurance & Buyer's Liability

- a) The Buyer shall be fully responsible for procuring and maintaining all the insurances including those of its vehicles, equipment, manpower, third party liability etc. as per law of land at its cost.
- b) The Buyer shall at all times indemnify the Seller against all losses, claims, damages or compensation arising out of any accident or injury to any person (whether in employment of Buyer or not) or property in or about the GKEL plant including the Silo area (inside/outside the plant) which may arise out due to Buyers act/negligence while carrying out its obligations under the Contract.

38) Suspension of the supply

- a) The Supplier reserves the right to suspend and reinstate execution of the whole or any part of the supply.

- b) The Supplier shall not be responsible for any liabilities for suspension of issue of Fly Ash or issue of reduced quantity of Fly Ash for any reason whatsoever.

39) Indemnity for defense of Suits

If any action in court is brought by third party against the Supplier or an officer or agent of the Supplier for the failure or neglect on the part of the Buyer to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Buyer, its agents, representatives or its sub-Buyers, workmen, suppliers or employees, the Buyer shall in such cases indemnify and keep GMR KAMALANGA ENERGY LIMITED and/or its representative harmless from all losses damages, claims, expenses or decrees arising out of such action.

40) Recovery of Sums Due

Whenever any claim for the payment of the sum of money arises against the Buyer, the Supplier shall be entitled to recover such sum by appropriating in whole or in part, from advance deposited against Fly Ash offtake and /or from the Contract Performance Bank Guarantee deposited by the Buyer.

41) Safety Requirements

The Buyer shall ensure safety and security of all its personnel, working at different places in connection with this Contract and shall be fully responsible for the same. All safety tools and tackles required like helmets, goggles, gas masks, respiratory masks, gumboots, shoes, safety belts wherever required will be provided by the Buyer. The Buyer shall also ensure safety and security of all GMR KAMALANGA ENERGY LIMITED Supplier's delivery personnel at Delivery site.

42) Disorderly Conduct

The Buyer shall at all times take all reasonable precautions to prevent any unlawful, notorious or disorderly conduct by or amongst the Buyer's staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the delivery site against the same.

43) Jurisdiction of Court

The Court at **Dhenkanal, Odisha** shall have the exclusive jurisdiction in all the matters concerning the Contract.

44) Code of Conduct (Refer Annex X) – Accepted document in Bidders' letter head

SPECIAL CONDITIONS OF SUPPLY

45) Scope of Supply

1. Supplier (i.e. GMR KAMALANGA ENERGY LIMITED) would be in a position to make available allocated quantity of Fly Ash subject to availability, Force Majeure conditions and unplanned outage of the units in 2 X 300 MW plant of GMR KAMALANGA ENERGY LIMITED.
2. The Supplier reserves the right to allocate the quantity not lifted by the Buyers to any other party at the sole discretion of the Supplier.
3. **Quantity:** - 800,000 MT (Which includes 600000 MT Fly ash & 200000 MT Bottom Ash)
4. **Period:** - 12 (Twelve) Months
6. Bidder shall be provided end user certificate (EUC) for monthly offtake quantity.
7. Bidder shall be complied MOEF Fly ash notifications 2009 guidelines & its amendments thereafter.

46) Working Hours

Delivery of Fly Ash is intended to be given on all days round the clock (24 hours every day) excluding national holidays or as directed by Engineer-in-Charge.

47) Delivery Point

GMR KAMALANGA ENERGY LIMITED would deliver Fly Ash from the discharge chute of designated Ash Silo of 2 X 300 MW GKEL plant.

Fly Ash shall be considered to have been delivered as it passes into the Buyer's vehicle at the loading point.

48) Quality of Fly Ash

GMR KAMALANGA ENERGY LIMITED would deliver dry Fly Ash at designated delivery point(s) i.e. Ash Silo Chute on “as available and no complaint” basis.

49) Methodology for Pricing

- a. Price chargeable to Buyer(s) shall be the price discovered resulting from the bids received as per the methodology described in Clause 52 in Rupees per MT.
- b. All statutory duties such as GST / levies shall be charged extra.

50) Price & Bidding Methodology

- a) The minimum FLOOR PRICE of Fly Ash is Rs.xxxxx (Rupees xxxxxxx only) per Metric Ton and it shall be posted directly on **M-JUNCTION e-Auction site**. Bidders may quote the annual quantity required against a price starting from the floor price and in multiples of Rs.5and so on.
- b) Parties may quote different quantity they would like to off-take at different rates within the specified range. The quantity at particular rate, quoted by the Bidder shall be deemed acceptable for evaluation / allocation towards all the rates below the quoted rate, unless otherwise specifically mentioned.
- c) Bids price quoted below the FLOOR PRICE will not be considered.

51) Evaluation Criterion of Bids

Price Discovery and Quantity for allocation

90% of the tendered quantity will be the lower limit for bid evaluation below which the tender will be declared unsuccessful.

- a) For cumulative half yearly quantities quoted by Bidders between 90% of the tender quantity (0.9 x 1200,000 MT) to 100% of tender quantity (1200,000 MT), the price at which maximum revenue is generated will be the discovered price. In such case, the quantity quoted by the party at the discovered price will be allocated to the party.
- b) In case the cumulative quantity quoted by the Bidders does not fall between 90% and 100% of the tender quantity but above the tendered quantity, the discovered price shall correspond to the cumulative quantity nearest to 100% and the allocated quantity shall be modified on prorata basis to the tendered quantity i.e. 1200,000 MT.
- c) Bids at discovered price and above will be the successful bids and quantity will be allocated to them as per Clause 52.

52) Award Criteria

The Bidder shall be awarded the quantity as quoted at discovered price. If cumulative quantity at discovered price is more than tendered quantity, party shall be allocated the quantity on pro-rata basis.

53) Award price:

Discovered Price shall be the award price and shall remain firm for a period of Twelve (12) months.

54) Period of Supply

The Contract for supply of Fly Ash from GMR KAMALANGA ENERGY LIMITED, Village: Kamalanga, Dist. Kamalanga, Odisha - 759121 shall be valid for a period of Twelve (12) months.

55) Upward Quantity Flexibility

If requested by the Buyer, the Supplier may consider supply of additional quantity over & above the allocated quantity subject to availability and at the sole discretion of the Supplier.

56) Payment Terms & Bank Charges

Delivery shall be made against advance payment in the form of RTGS/ Bank Transfer to M-JUNCTION Ltd., which would be transferred by M-JUNCTION to designated bank account of "GMR KAMALANGA ENERGY LIMITED" within five (5) days of receipt of advance amount. The amount of advance shall be equal to value of one month of off-take quantity. Advance shall be adjusted against delivery on daily basis.

The Buyer shall pay 100% of the Contract value (pro-rated month wise quantity) within ten (10) working days from the date of issuance of requisite instructions from GKEL for the respective month.

All bank charges shall be borne and paid by the Buyer.

57) Commencement of first off take

Commencement of first off take of Fly Ash for successful Bidder(s) shall not exceed fifteen (15) days from the date of issue of award letter unless specifically agreed by the Supplier. Allocated quantity of Fly Ash would be distributed proportionally in six (6) months.

58) Weighment for invoicing

Fly Ash shall be supplied based on actual weighment at GKEL weighbridge. Weight so recorded at GKEL weighbridge shall be considered final and binding on Buyer.

59) Compensation against shortfall during regular off take

- a) After commencement of first off take, Buyer will be required to lift Fly Ash on regular basis in accordance with agreed quantity as per contracted schedule. The Buyer shall have to lift at least 90% of contracted quantity on prorata basis. In case Buyer fails to lift the minimum quantity (90% of total contracted quantity), CPBG shall be invoked for the pro-rata quantity.
- b) For the purpose of calculation of provisional compensation, monthly breakup of the total contracted quantity or the adjusted quarterly quantity (in case of short supply) will be done and compared with actual quantity lifted by the Buyer for the month. Final compensation will be calculated after final reconciliation and adjustments to be made. However, gross compensation amount will be limited to the CPBG amount. Compensation due from the Buyer, if not deposited

GMR Kamalanga Energy Limited

separately shall be deducted from the advance available or recovered from the CPBG provided by the Buyer.

- c) Monthly quantity shall be considered from the scheduled date of start till completion of month and subsequently so on till expiry of contract.

60) Termination of Contract

- a) In case, Fly Ash offtake falls below 70% of the contracted or adjusted quantity (whichever is lower), during any three consecutive months on cumulative basis, GMR KAMALANGA ENERGY LIMITED reserves the right to terminate the Contract by giving one month's notice in writing of their intentions to do so and in such an event the Buyer shall not be entitled to any compensation from the Supplier. In the event of termination of Contract, the liquidated damages will be payable by the Buyer at the aforesaid rate mentioned in Clause 60 i.e @ 10% of the awarded price (rounded to the nearest whole number on the higher side) for the short fall quantity below 90% of the contracted / adjusted quantity and the gross amount of liquidated damages / compensation shall be limited to the CPBG amount. Consecutive three months shall be considered from the scheduled date of start till completion of three months and subsequently so on till expiry of Contract.
- b) The Supplier also reserves the right to terminate the Contract in the event of breach of Contract by the Buyer giving two (2) weeks' notice in writing of their intentions to do so and in such an event the Buyer shall not be entitled to any compensation from the Supplier. In the event of termination of Contract for any reasons of breach of Contract, liquidated damages as arrived under Clause 61 above shall be payable by the Buyer.

61) Following will constitute breach of contract:

- a) Delay in first off-take by Buyer from committed date by more than three weeks.
- b) Buyer is not complying with operational and safety requirements and neglecting instructions of Engineer-In-Charge.
- c) Buyer has failed to discharge his obligations according to the terms & conditions of Contract.

62) Shortfall in supply by Supplier

- a) Fly Ash is a product of coal combustion, which again is subject to the demand of electricity in the areas allocated by the regulatory authorities. Scheduled and unscheduled shutdowns also affect generation of electricity and thus generation of Fly Ash. Though all efforts will be made to maintain contracted quantity of Fly ash available, Supplier does not guarantee availability of Fly Ash as per contracted quantity regularly and will not be liable for any compensation or damages for non-delivery of required quantity of the fly ash.
- b) In case Supplier is unable to provide the average monthly/quarterly contracted quantity of Fly Ash due to any reasons including forced outages of the plant, congestions etc. Supplier in respect of each Buyer shall accordingly adjust the average monthly/quarterly contracted quantity downward. Under such circumstances the determination of compensation referred at Clause 60 above shall be computed with respect to adjusted quarterly/monthly quantity.
- c) Determination of monthly quantity i.e for any three months for termination of Contract in case of short supply by the Supplier shall also be computed w.r.t quantity made available to the Buyer on monthly / quarterly (i.e for any three months) / yearly as stated in Clause 63 b.
- d) Supplier may offer additional quantity of Fly Ash at a later date subject to availability, if agreed by Buyer. The quantity so offered and agreed by Buyer at a later stage, will form a part of the annual contracted/adjusted quantity.

63) Taxes, Duties, Levies etc.

- a) The Buyer shall be liable and responsible for payment of all statutory levies in the form of taxes such as GST etc. on the sale of Fly Ash. Such statutory liabilities, if any, shall be paid by Buyer extra at actual.
- b) All Fly Ash will be sold on Ex Silo / Ex Works basis. Regarding exports of Fly Ash by the Buyer, it is the responsibility of the Buyer to fulfill their export obligations as may be required, and any shortfall in this regard shall be to the account of the Buyer only. The Buyer indemnifies the Seller against all such liabilities and losses on failure to fulfill the export obligations, if any.

64) Delivery

- a) Buyer should depute its authorized representative to the power station for co-ordination and taking delivery of Fly Ash.
- b) The contracted quantity will be evenly distributed over the tenure of Contract with an allowable range of +/- 10%.
- c) Delivery will be from Silo Chutes to bulkers / closed trucks only, which are suitable for loading from designated silos. Open trucks will not be allowed to take delivery. Bulkers / closed trucks shall be arranged and their complete charges shall be paid by Buyer.
- d) Supplier has right to suspend the delivery of Fly Ash if advance amount is not available with the Supplier by the required date and such suspension of delivery shall be to the account of Buyer.

65) Responsibility during Transportation

The Buyer will be responsible for any kind of injuries or accidents caused to their employees or workmen or any other person and Seller will not be liable in any manner whatsoever. If any action is brought against the Seller for payment of damages or compensations, the Buyer shall indemnify the Seller from all such action or claim from damages/compensation. If the Seller is held liable for any compensation, Buyer shall forthwith compensate the Seller even if any, such claim arose after expiry of the Contract period.

The Buyer's transporter(s) shall have valid license and permits from statutory, State Govt. / Central Govt. Authority for transportation of specified goods if required.

66) Billing

Supplier will issue Exit gate pass on daily basis and invoices on weekly/fortnightly basis and shall deliver to the Buyer(s) an invoice showing the value of the Fly Ash delivered for each day, along with applicable duty/taxes/cess etc. and shall be adjusted against the advance payment made by the Buyer(s) as per **Clause 57**.

FOR GMR KAMALANGA ENERGY LIMITED.

Schedule for Qualifying Requirements

- We seek qualification as per Clause No. 22(a) under the category _____ (Individual / Partnership firm / Company).
- In terms of clause No. 22 (b), we confirm that average annual turnover for the last three financial years as on date of bid opening of M/s_____ is not less than Rs..... Lakhs. In support of above, we are enclosing audited Balance Sheets and Profit & Loss Account for last three financial years.

Sl. No.	Financial Year	Turnover Amount (Rs.) in figures	Turnover Amount (Rs.) in words	Balance Sheet enclosed (Yes / No)
1	2018-19			
2	2019-20			
3	2020-21			
4	Certificate of Chartered Accountant certifying the average turnover of the last three Financial Years indicating year wise turnover (if required as per Clause No. 23 Note)			Enclosed (Yes / No)
5	Shareholding pattern of Bidding Company (In case turnover of other company has been considered for meeting the Qualifying Requirements in terms of Clause No. 23 , the Shareholding pattern of other company is also to be enclosed)			Enclosed (Yes / No)

Note: - (i) Individual or a partnership firm or a company not falling under statutory requirement of audit, has to submit a certificate from Chartered Accountant certifying the average turnover of the last three Financial Years indicating year wise turnover.

(ii) In case where audited result for the last preceding Financial Year is not available, Certification of Financial Statements from a Chartered Accountant shall also be considered acceptable.

(iii) In case of newly formed firm having turnover less than Rs.25 Lacs per annum, financial support letter from a reputed bank / financial institution would suffice.

- **As per Clause No. 17 we are enclosing the following documents: -
In case of Partnership firm**

Sl. No.	Documents	Enclosed (Yes / No)
1	The authenticated photocopy of Partnership Deed	
2	Registration Certificate of Firm	

GMR Kamalanga Energy Limited

3	Specimen Signature of all partners of the firm duly attested by their Bankers	
---	---	--

In case of Public or Private Companies

Sl. No.	Documents	Enclosed (Yes / No)
1	The up to date amended and Certified True Copy of the Memorandum & Article of Association of the Company	
2	Certificate of Incorporation	
3	Certificate of Commencement of Business (in case of Public Limited Companies Only)	
4	Board Resolution for authorization to bid	
5	Specimen Signature of a Director / Secretary or other persons duly attested by the Banker	

For and on behalf of _____

Signature :

(Authorized Representative)

Name :

Designation :

(ON BIDDER'S LETTERHEAD)
STATEMENT OF DEVIATIONS/EXCLUSIONS

Bidder's Offer Ref No.

Date

To,

Manager (C & P)

GMR KAMALANGA ENERGY LIMITED

Dear Sir,

We declare that there are no deviations from the terms and conditions outlined in your Bidding documents.

Date: _____

Signature _____

Place: _____

Name _____

Designation _____

Common Seal or stamp _____

CHECK LIST FOR SUBMISSION ALONG WITH DOCUMENTS**Name of Bidder:****Address:**

Sl No	Description of Check points	YES / NO/NOT APPLICABLE	Remarks
1	Submitted documents related to Qualification requirements & turnover details supporting your eligibility, complete in all respects		1. Audited balance sheet of last three Financial Years showing business turnover, Profit and Loss Account etc. 2. Undertaking for usage of Fly Ash – Annexure IV
2	Whether submitted Bid Security of required value as per requirement of the bid document		Bid Security for different quoted quantities are different and required to be submitted accordingly.
3	Whether the bidder has registered and completed the formalities for registration with M-JUNCTION		Please write the registration number
5	Whether the Bidder Details at Annexure -VI have been filled and submitted		
6	Whether the form of acceptance of Code of Conduct at Annexure - X has been filled and submitted		

Date:

(Name & Signature of Bidder)

UNDERTAKING FOR USAGE OF FLY ASH
(On Official Letter head of the Buyer)

To

GMR KAMALANGA ENERGY LIMITED

Date :

Subject: Undertaking for Usage of Fly Ash in Cement / construction / or other ash based Product/filling for road construction / industry.

Dear Sir,

This is to certify that we, M/S -----the bidder for the GMR KAMALANGA ENERGY LIMITED Fly Ash against Bid Specification No GMR KAMALANGA ENERGY LIMITED, / ASH—SUPPLY/DOM/Kamalanga/22-23/08 or E tender no. _____ that the Fly Ash, if allocated to us, shall be used in cement manufacturing / brick manufacturing / construction / or any other ash based product / industry confirming to the environmental regulation in force from time to time.

Thanking you,

(Signature of authorized person)

(Name & Designation)

(Seal/ Stamp of Company)

(On official letter head of the Company)

Bidder Details

(For submission along with documents)

Sl. No.	Description	Details
1	Name of the Bidder	
2.	Status (Company / Individual / Partnership firm)	
3	Registered Address	
	Telephone No.	
	Fax No.	
4	Communication Address	
	Telephone No.	
	Fax No.	
5	LST / CST / TIN No.	
6	Shipping Address for Fly Ash	

GMR Kamalanga Energy Limited

Authorized Person Details		
1	Name of the Authorized Person	
2	Designation	
3	Address for Communication	
4	Telephone No.	
5	Fax No.	
6	Email Id	

For and on behalf of _____

Signature :

(Authorized Representative)

Name :

Designation :

**List of the Banks
FOR SUBMISSION OF BANK GUARANTEE**

UPDATED SCHEDULED COMMERCIAL BANK LIST

A NATIONALISED BANKS	C SCHEDULED PRIVATE BANKS (INDIAN BANKS)			
1. State Bank of India 2. Allahabad Bank 3. Andhra Bank 4. Bank of India 5. Bank of Maharashtra 6. Canara Bank 7. Central Bank of India 8. Corporation Bank 9. Dena Bank 10. Indian Bank 11. Indian Overseas Bank 12. Oriental Bank of Commerce 13. Punjab National Bank 14. Punjab & Sind Bank 15. Syndicate Bank 16. Union Bank of India 17. United Bank of India 18. UCO Bank 19. Vijaya Bank 20. Bank of Baroda	1 10. Kotak Mahindra Bank 11. 15. Axis Bank Ltd. 16. IndusInd Bank Ltd 17. ICICI Bank 18. HDFC Bank Ltd. 19.			
<table border="1"> <thead> <tr> <th data-bbox="131 1696 412 1745">E OTHER PSB</th> </tr> </thead> <tbody> <tr> <td data-bbox="131 1745 412 1831">1. IDBI Bank Ltd</td> </tr> </tbody> </table>	E OTHER PSB	1. IDBI Bank Ltd		
E OTHER PSB				
1. IDBI Bank Ltd				

EMD Submission

1. Value of Earnest Money to be Deposited: As Mentioned in the NIT

Instructions for submission of EMD: -

Bid security is to be submitted.

1. No bidder will be allowed to bid in the auction without EMD/BID Security.
2. On acceptance of tender, earnest money will be treated as part of the security deposit.
3. The Earnest money / bid security shall be forfeited on the following grounds; (a) If the bidder withdraws or varies its bid during the period of bid validity. (b) If the bidder does not accept the correction of its bid price pursuant to the provisions of the bid. (c) In case the successful bidder fails within the specified time limits (i) To accept the award or sign the contract agreement, (ii) To furnish the required Contract performance guarantee / Security Deposit. (d) If lifting of dry ash is not commenced as per NIT terms. In addition, in case (c), & (d) above results in tender being annulled, then such bidder shall be treated ineligible for participation in retendering of this particular package.

GMR Kamalanga Energy Limited

Form of Contract Performance Bank Guarantee

Annexure-IX

Performance Bond

GUARANTOR: _____ (Name of Bank, Branch, Address & Contact details)

GUARANTEE NUMBER: _____ Date of Issue: _____

PRINCIPAL: ABC (hereinafter referred to as the "**Contractor**")

BENEFICIARY: GMR Kamalanga Energy Limited, having its registered office at 25/1, Skip House, Museum Road, Bangalore- 560025 and having Plant located at Kamalanga, Dhenkanal Dist, Odisha- 759121, Corporate Identification No. U40101KA2007PLC044809 (**hereinafter referred to as "Owner"**)

Agreement to which this Guarantee relates:----- dated _____ between the Owner and the Contractor for _____(herein after referred to as the "**Agreement / Contract**").

Aggregate Maximum Amount of this Guarantee: Rs.-----/- (Rupees

Expiry Date: _____

Final Expiry Date: _____ (3 Months after the Expiry Date).

We, -Bank-, having our registered / Main office at and among others having branch at _____ (hereinafter referred to as Guarantor / Bank) being the Guarantor under this Guarantee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby irrevocably and unconditionally guarantee and undertake, subject to no other conditions to pay to you, the abovementioned Owner, or such other persons for the time being entitled to the benefit hereof, upon your written request, any sum or sums up to the Aggregate Maximum Amount of this Guarantee as amended from time to time.

We, as Guarantor, will effect payment forthwith upon receipt of your written demand, without proof, conditions, grounds or reasons for such demand for the sum specified therein, notwithstanding any contestations, claims, demands or objections made by the Contractor or any other third party and without any right to set-off or counter-claim.

Any payment made hereunder shall be made free and clear of, and without deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and whomsoever imposed. We unconditionally acknowledge that any such demand by the Owner of the amounts payable by us to the Owner shall

GMR Kamalanga Energy Limited

be final, binding and conclusive evidence in respect of the amounts payable by the Contractor to the Owner.

We agree that our obligations under this Guarantee are irrevocable, absolute and unconditional and shall remain in full force and effect till the Final Expiry Date without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, including, without limitation: (i) any time or other indulgence granted by the Owner to the Contractor under the Agreement, (ii) any amendment, modification, supplementation or other variation of the Agreement, (iii) any invalidity, irregularity or unenforceability of all or part of the Agreement or any obligation of the Contractor under or pursuant thereto, (iv) any partial or complete performance of the Agreement, (v) any lack of or limitation on the status or power of the Contractor, (vi) any winding-up, dissolution, receivership or bankruptcy of the Guarantor, the Contractor and any amalgamation, merger, reconstruction, reorganization or any change in the constitution of the Guarantor and/or the Contractor, or (vii) any other act, omission, event or circumstance which would or may but for this provision operate to prejudice, affect or discharge this Guarantee or our obligations hereunder.

We hereby waive notice of acceptance of this Guarantee and notice of any liability to which it may apply. Except with respect to the written demand for payment referred to above, we waive presentment, demand of payment, protest, notices of any kind and any right to require that resort be made to the Contractor or any other security.

We, as Guarantor, undertake to pay to the Owner any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any arbitral tribunal or court or tribunal relating thereto our liability under this Guarantee being absolute and unequivocal.

This Guarantee shall be a continuing security and accordingly: (i) it shall extend to cover any amount due at any time from the Contractor to the Owner under the Agreement; and (ii) it shall not be discharged by an intermediate discharge or repayment by or for the account of the Contractor or any settlement of accounts between the Contractor and the Owner.

The benefit of this Guarantee may be assigned by you, without our consent, with prior written notice, upon such terms as you may think fit to the lenders, which have agreed to extend credit facilities in connection with the Agreement or to any other entity as you may deem fit.

This Guarantee shall come into force from the date of the issue. The sums payable under this Guarantee shall be remitted by the Guarantor to the Owner's designated bank account the details of which will be informed to the Guarantor by the Owner in writing, and a remittance of sums payable hereunder into such designated account shall discharge the Guarantor of its liability hereunder to the extent of such remittance.

GMR Kamalanga Energy Limited

Notwithstanding anything contained hereinabove:

- 1) Our liability under this Guarantee shall not exceed the Aggregate Maximum Amount of this Guarantee of Rs. _____/- (Rupees _____)
- 2) This Guarantee will be valid up to the Expiry Date of _____
- 3) We shall be liable to pay any amount under this bank guarantee or part thereof only if we receive a claim or demand in writing on or before the Final Expiry Date of _____

This Guarantee shall be governed by and construed in accordance with laws of India.

This Guarantee shall be extended upon written instruction from the Owner to the Guarantor.

Terms defined in the Agreement are used in this Guarantee as so defined.

Upon the Final Expiry Date, this Guarantee shall become null and void, whether returned to the Guarantor for cancellation or not and any claim or statement received after the Final Expiry Date where applicable, shall be ineffective and not accepted.

For _____ (Guarantor Bank)

Sd./-

Sd./-

Place : _____

Name:

Name

Date : _____

Designation with Code

Designation with Code

Code of Conduct and Business Ethics

This Code of Conduct and Business Ethics (“**Code**”) has been formulated by GMR Group (“**GMR**”) based upon the set of ‘Values & Beliefs’ and business practices that GMR follows. GMR values the relationship that it shares with all its vendors/ suppliers/service providers / Buyers (“**Buyers**”) and believes in dealing with them in a fair and transparent manner. Similarly, GMR expects the suppliers/Buyers to comply with the terms set forth herein and also to ensure that there is transparency in their dealings in all of their activities and sites worldwide.

1. Ethics & Integrity

In order to maintain high standards of social responsibility, all suppliers / Buyers are expected to conduct their business in an ethical manner and act with integrity.

a. Bribery and Corruption

The suppliers/Buyers hereby warrant that, they will not, either themselves or through contractors or sub-contractors or through their agents/representatives, offer, promise or make any payment, gift, to any of GMR’s employees, government officials or use other means to obtain an undue or improper advantage in a manner contrary to the applicable laws (whether applicable in the place that the supplier/Buyer is situated in or elsewhere) and that, they have no knowledge that other persons who share a working relation with the supplier/buyer will, for the purpose of obtaining or facilitating the performance of, the contracts entered into between GMR and the suppliers/Buyers or such other connected contracts. Suppliers/Buyers shall uphold fair business standards in advertising, sales, and competition. Nothing in this Code shall however render GMR liable to reimburse the suppliers’ / /Buyers agents or their associates for any such consideration given or promised or for any consequences arising out of such action that is violative of the applicable laws or involves using corruptive measures.

b. Integrity

The suppliers/Buyers warrant that, the suppliers/Buyers and/or their contractors and/or sub-contractors and/or agents/representatives shall maintain high degree of integrity during the course of their dealings with GMR. If it is discovered at any time by GMR that any business/contract whether directly/indirectly connected to the contracts was procured by playing fraud or by misrepresentation or suppression of material facts, the contract entered into between GMR and suppliers/Buyers shall be voidable at the sole option of the relevant entity of GMR. For avoidance of doubts, no rights shall accrue to the suppliers/Buyers in relation to such business/ contract and GMR or any entity thereof shall not have or incur any obligation in respect thereof. If such acts of the supplier/Buyer result in defaming GMR or results in third party claims or actions being brought against GMR, then in such case, the supplier/Buyer shall be

required to indemnify GMR from and against any and all losses or damages suffered by GMR.

c. Conflict of Interest

The suppliers/Buyers warrant that they shall not enter into a financial or any other relationship with a GMR employee that creates any actual or potential conflict of interest for GMR. For the purpose of this Code, a conflict of interest arises when material personal interests of the GMR employee are inconsistent with the responsibilities of his/her position with GMR. If any such conflicts are present, the same shall be disclosed and approved in advance by GMR management.

2. Labour Laws & Human Rights

The suppliers/Buyers are expected to protect the human rights of their employees/workers and to treat them with dignity and respect and in this regard, the suppliers/ warrant that, in all of their activities, suppliers/Buyers shall operate in full compliance with the laws, rules, and regulations of the countries in which they operate and shall ensure not to use any form of forced, bonded, indentured, or child labour.

a. Child Labour

The suppliers/Buyers shall not employ/encourage employment of children, falling under such age group that is prohibited from being employed by the applicable law, for providing of services either internally or outside the premises of the supplier/Buyers.

b. Forced labour

The suppliers/Buyers shall not use forced labour. Supplier/Buyers shall not force/coerce the employees/workers to work or demand services from the employees/workers under the threat of some sort of punishment especially in cases where, the employees/workers have not undertaken voluntarily to work for the suppliers/Buyers. All the services being provided by the suppliers'/Buyers employees/workers must be voluntary and the employees/workers shall be free to leave the work or terminate the employment with reasonable notice. Suppliers/Buyers shall further ensure that, contracts for both direct and contract workers clearly convey the conditions of employment in a language understood by the employees/workers of the suppliers/Buyers. Where suppliers/Buyers shall be responsible for payment of all fees and expenses, the suppliers/Buyers shall make the required payment to their employees/workers.

c. Fair Treatment

The suppliers/Buyers shall provide a workplace free from hard inhuman treatment, or even the threat of any such treatment, any sexual harassment, sexual abuse, corporal punishment or other enforcement measures that compromise the individual's physical or mental integrity. Suppliers shall not threaten their employees/workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse, or unreasonable restrictions on entering or exiting company-provided facilities.

d. Anti-discrimination

The suppliers/Buyers shall provide their employees/ workers with a workplace free from harassment and/or deliberate discrimination or exclusion of preference made particularly on the basis of race, national origin, skin colour, language, religion, caste, political affiliations, gender, gender identity, sexual orientation, marital status, age, disability, pregnancy and related medical conditions, military or veteran status, or on any other basis prohibited by the applicable law.

e. Health and Safety

The suppliers/Buyers shall provide a safe and healthy working environment that poses no risk to health of the employees/workers working at their sites and ensure compliance with local and national regulations. Suppliers/Buyers shall commit to creating safe working conditions and a healthy work environment for all of their workers.

f. Minimum Wages & Other Employee Benefits

The suppliers must pay the minimum salaries and employment benefits that are atleast equal to the normal local salary or in compliance with minimum wages required by the applicable laws and regulations and provide all legally mandated benefits and satisfy all applicable employment laws.

3. Environment Protection

The suppliers/Buyers shall comply with all the applicable legal requirements, as well as with any existing industry standards and guidelines regarding the environment and sustainability, but at the very least (i.e. in the event that the legal requirements and/or any industry standards and/or guidelines are less stringent than the requirements below or do not exist at all) with the following requirements:

a. Resource Conservation and Emissions

The suppliers/Buyers will use raw materials and natural resources in a responsible and economical manner and make every effort to reduce the consumption of energy (electricity, heating), water, and fuel by encouraging

practices such as the modification of production, maintenance and facility processes, material substitution, conservation, recycling and material re-utilization, and further shall try to, reduce any associated emissions, try to use environment-friendly means of transport.

b. Hazardous Substances

The suppliers/Buyers shall identify and manage substances that pose a hazard if released to the environment and comply with applicable laws and regulations for recycling and disposal. Suppliers/Buyers shall ensure the safe handling, movement, storage, use, recycling and/or reuse and environmentally-friendly disposal of such substances, in their operations.

c. Improvement Objectives

The suppliers/Buyers shall operate a systematic process of planning, training, implementation, monitoring and evaluation for review of the impact caused on the environment. Suppliers/Buyers shall endeavor to use new progressive environmental technologies that lead to measurable improvements in terms of environmental impact (e.g. climate change).

4. Management Systems

The suppliers/Buyers shall adopt or establish a management system designed to ensure / facilitate compliance with the Code and applicable laws and regulations, identify and mitigate related operational risks, and facilitate continuous improvement. The management systems elements should include the following elements:

a. Documentation

The suppliers/Buyers must maintain and urge their subcontractors to maintain the appropriate records necessary to demonstrate conformance and compliance with applicable laws and regulations and the principles and expectations specified in the Code.

b. Audits

The suppliers/Buyers will use periodic self-evaluation or such other auditing procedures to ensure conformity to applicable laws and regulations and terms specified in this Code.

c. Implementation plans and Corrective Action Process

The suppliers/Buyers shall have processes in place to make corrections or to address any deficiencies or non-compliances herein.

5. Usage of GMR Logo and Brand

The suppliers / Buyers shall not use GMR name, logo and trademark for any which purpose without specific authorization by GMR. In case the suppliers/Buyers fail to adhere to the requirements specified in this clause, GMR shall have the option of terminating the contracts entered into with such suppliers / Buyers and seek such relief including claim/s for compensation or damages as are available to it under applicable laws.

6. Confidentiality

The suppliers / Buyers shall not pass any confidential information that belongs to GMR to any third party unless otherwise authorized by GMR or is made available to the Suppliers by GMR.

7. Reporting Concerns

The conduct expected from the supplier/Buyers and compliance with the same in accordance with this Code is critical to the principles GMR believes in and the way it conducts its business. If you have any complaints about compliance or ethics issues while working for or with GMR or want to report illegal or unethical activities, you may address the same to:

Email ID: Siripurapu.Naidu@gmrgroup.in

Email ID: Dora.HJ@gmrgroup.in