

PART-“A” BIDDING INFORMATION

INVITATION FOR BIDS (IFB)
FOR O. P. JINDAL SUPER THERMAL POWER PLANT AT TAMNAR, DISTRICT RAIGARH-496107,
STATE OF CHHATTISGARH, INDIA

1. **Tender Reference No.** : OPJSTPP/TEND/JPL/AUC/FLY ASH TRPT/2022-23/001
2. **Tender Subject** : “FLY ASH TRANSPORTATION FROM JPL, TAMNAR, RAIGARH, (C.G.) - 496107 TO GARE IV/1 AND GARE IV 2/3 MINE.
3. **Last date of issue of tender** : 10.04.2023
4. **Deadline for Submission of Bids** : 10.04.2023
5. **Opening date of tender** : 11.04.2023
6. **Opening time of tender** : 04:00:00 PM
7. **Date of Issue** : 31.03.2023
8. **Issued to** : M/s
9. **Estimated Cost Rs.** :

This specification contains 46 numbers of pages/Leaves, which includes this covering note and Annexure.

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ANNEXURE-A1

INSTRUCTIONS TO BIDDERS

1. Bidders with SSI registration shall also deposit EMD and without EMD, offers shall be rejected.
2. Duly filled and signed Price Bid shall be put in separate sealed envelope marked as 'Price Bid'.
3. Balance Annex/schedules of bid documents duly filled in and signed along with clear Xerox copies of following documents duly attested by Gazetted Officer shall be enclosed in separate sealed envelope marked as "Qualifying Bid".
 - a. Earnest Money Deposit (EMD) details (OPJSTPP/DD/BG No.). If BG is submitted, it should be valid for 6 months from the date of tender opening.
 - b. Latest solvency certificate of min 50% of the tender value from any Indian Nationalized/scheduled bank should not be old more than 6 months from the date of tender opening.
 - c. Firm's Registration.
 - d. Experience Certificate.
 - e. Technical Deviation Sheet.
 - f. Provident Fund Registration No. & latest combined PF challan.
 - g. Service Tax Registration.
 - h. Other documents as per qualifying requirements.
 - i. Income Tax Permanent Account Number is also required.
4. EMD of successful bidder shall be returned after acceptance of LOI/order by the bidder and after payment of the security deposit. EMD of the successful shall be forfeited, if bidder shall fails to submit security deposits (SD). The EMD of unsuccessful bidder shall be discharged /returned on their application with original MR/DD no. details.
5. Bidder should bring original documents for the verification during tender opening.
6. **Price bid and Technical / Qualifying bid shall be put in separate sealed envelope which will be submitted on or before the date and time specified on page no 01 i.e. (Tender's specs page),failing to which will disqualify/reject your offer outrightly.**
7. Bids received after deadline of submission, by any means, will not be accepted by the owner and will be returned to bidder.
8. No documents will be accepted after opening of qualifying bid without permission of Chartered Accountant.
9. Technical bid/qualifying bid along with all relevant schedules and other Annex are to be filled and signed and are to be submitted in sealed envelope as stated in bid documents.

10. BID SUBMISSION:

a. Bids are to be secured in a sealed envelope and marked clearly with the "Tender Reference Number" and "Tender Subject".

b. All bids in hard copy to be submitted in the "TENDER BOX" available at the below mentioned location.

**Ground Floor, Administrative Building
Jindal Power Limited
Tamnar, Raigarh – 496107
CHHATTISGARH**

c. Bids sent through post/ courier should be addressed to-

**The VP
Contracts Department-Administrative Building
Jindal Power Limited
Tamnar, Raigarh – 496107
CHHATTISGARH**

d. Bids in soft copy to be sent to the E-mail ID – tender@jindalpower.com with duly protected "password".

11. BID OPENING:

Owner shall open the bid at its office located at Address mention below:

**VP-M&C
Jindal Power Limited
Tamnar, Raigarh-496107 (C.G.)**

The date and time for the bid opening is indicated on the front page of the tender document.

- i. Tender-Box will be opened in the presence of all members of the Purchase Committee or their nominated representatives on/after the "Due Date" of bid-submission.**
- ii. Bids received per E-mail will be opened, printed and presented before the committee at the same time.**
- iii. Bids once opened, will be duly 'signed with date' by all the members/ representatives witnessing the process.**
- iv. Bids will be handed-over to the designated personnel of the Contracts Department handling the subject tender, for Techno-Commercial evaluation.**

12. BID EVALUATION:

- 11.1 After opening of qualifying bid the owner shall make study of individual bid and any clarifications/ confirmation, if required shall be obtained from the bidder or shall be discussed with the bidder separately during validity period of their offer. After receipt of clarification/confirmation all the bids will be brought on par as far as technical requirement and commercial terms and condition are concerned. In case in any bidder feels that prices quoted by him in price bid are required to be change due to change in technical details, commercial terms and condition, the bidder should inform the owner immediately and submit the reversed price bid/cover prior to scheduled date of opening of price bid subject to approval of competent authority. Revised price bid/cover will be open on scheduled date and time for opening of price bid.
- 11.2 Prior to the detailed evaluation, the owner shall determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one, which confirm to all the terms and condition of the bidding documents without material deviation. Responsiveness of the bid shall be based on the contents of bid itself without recourse to extrinsic evidence.
- 11.3 The Company reserves the right to accept the contract price and can negotiate with L2 and L3 bidder.
- 11.4 Any efforts by the bidder to influence the owner during bid evaluation bid comparative or during proposal for order placement may result in the rejection of the offer. The bid, which does not conform to, specified fixed commercial condition namely, 1) EMD/Bid security 2) Contract performance 3) Penalty 4) Performance Guarantee/acceptance test 5) Terms of payment will be treated as non-responsive.
- 11.5 The bid determined as substantially non responsive shall be rejected by the owner and price bid/cover of such bid, will not be opened and no further evaluation will be made.
- 11.6 **Successful bidder has to submit the security deposit equivalent to 10% of order value within 07 (seven) days from the date of LOI/order. This retention as security deposit shall be refunded after deduction if any, on successful completion of contract period .Incase of, non-compliance of this requirement the EMD of such bidder shall be forfeited and order may be treated as cancelled.**

12. QUALIFYING REQUIREMENT FOR BIDDERS:

- A. Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 60% of the estimated cost.
- B. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :-
 - a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
OR
 - b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
OR
 - c. One similar completed works costing not less than the amount equal to 80% of the estimated cost.
- C. Definition of "similar work" should be clearly defined.
Similar works means Civil Works related to Construction of RCC Road and Building Construction both in any reputed Govt. / Private organisation. The works executed means "the bidder should have achieved the progress specified in the QR, even if the total contract is not completed/ closed. The same shall be supported by documentary evidence issued by the owner".

In addition to above, the criteria regarding satisfactory performance of works, personnel, establishment, plant, equipment etc. may be incorporated according to the requirement of the contract.

13. Bidder to Note:

- 13.1 The scope of work and specification shall be read carefully and considered by the Bidders while preparing their bids.
- 13.2 The Bidders are advised to visit and examine the Site where the facilities are installed and its surroundings and obtain for himself on its own responsibility all information that may be necessary for preparing the bid and entering into a Contract for Day-to-Day Routine operation and Maintenance. The cost of visiting the site shall be at the Bidder's own expense.

- 13.3 Bidders who want to quote for this tender should be registered as per Contract Labor Act 1970 and shall produce the registration certificate / license along with the tender submitted. Submission of tender will be deemed to be an acceptance of all terms and conditions of the said act. Service Providers should also be registered with the EPF commissioner.
- 13.4 The tender shall contain the name, residence and place of business of person or persons submitting the tender. All signatures shall be dated.
- 13.5 The JPL reserve the right to reject any or all tenders or to accept any tender in full or part considered advantageous to the JPL irrespective of whether it is lowest or not, without assigning any reason what so ever.
- 14. Technical Expertise/Skill Qualifying Requirement**
1. Contractor must have a proper organization structure with domain expertise in the field of work awarded to ensure experienced technical support during the period of the O&M.
 2. Contractor must have provided AMC services in thermal power plant with minimum 5 years for the work being tendered.
 3. Contractor must have a system of site reporting and feedback system on monthly basis covering issues & recommendations and action plan for next month.
 4. The Contractor shall be able to demonstrate to Owner that the personnel provided under the O&M Contractor is properly trained, competent to perform the work in charge, and is cognizant of site environmental, health and safety procedures
- The Bidders shall submit the above compliance substantiated with documentary proof.
15. **BIDDER'S PERFORMANCE:** In addition to other requirements specified elsewhere in this Bid document, the Bidder should necessarily furnish the following to evaluate their performance for participating in this Bid. Full details supported with documentary evidence; wherever required, should be furnished.
- A. Name & Addresses:
- (i) The address in full (including Registered Office, and all branches wherever located, giving telephone, telex and fax numbers; names of the Senior Executives of the respective offices should also be given).
 - (ii) Name and addresses of all the Associate/Sister/ Affiliate/Agent Companies wherever located.
- B. Past & Current Orders: Details of work similar to that mentioned in this bid document during past 7 years and orders currently under execution
- (i) Name & address along with Telephone/Fax numbers and name of contact person.
 - (ii) Copy of Orders (un-priced)
 - (iii) Completion period (Schedule v/s Actual).
 - (iv) Performance reports mentioning specific achievements
- C. Bidder shall furnish the details of personnel associated with it along with qualification and experience. Bidder shall attach plan as to how it will carry out the work envisaged in this bid document
If required, Owner may inspect works where Bidder has rendered or has been rendering similar services for verification/assessment

ANNEXURE-A2

QUESTIONNAIRE

To be filled up completely by the bidder.

1. Name & Address of the Bidder:	
2. Whether bidder is	
a. Propriety concern	
b. Firm	
c. Company	
If answer is "Yes" against below please tick (√)	
a. Whether documentary evidence is enclosed	
b. Whether certified necessary Power of Attorney is enclosed	
c. Whether certified true copy of regulation articles of association, Special or General Power of attorney is enclosed.	
4. Whether the Service Provider will execute the proposed work himself Or through their authorized person/ firms.	
5. Whether Banker's Certificate regarding Financial status is enclosed	
6. Whether latest Income Tax clearance Certificate enclosed.	
7. Whether copies of P & L account/ Balance sheet for last 5 Yr is enclosed	
8. Whether experience record is enclosed.(Please enclosed photocopies)	
9. Whether list of technical qualified personnel is enclosed.	
10. E.P.F. No. of Service Provider is enclosed.	
11. Whether copy of labor license is enclosed	
12. Whether bidder is agreeable to Furnish Security Deposit (Bank Guarantee OR Deduction from RA bills)	
13. Whether bidder is agreeable for JPL's standard penalty clause as	

mentioned in tender documents.	
14. Whether validity of submitted bid is six (6) month from date of opening	
15. Payment terms mentioned & enclosed.	
16. Whether quoted rates shall remain firm even change in time (less/More)	
17. Expected number of labor to be engaged on job	
18. Whether Service Provider has executed similar work in past (Please mention the details along with photocopy)	
19. Whether Service Provider is agreeable to pay the labor at the rates stipulated by Govt.	
20. Whether the labor to be engaged on job is insured.	
21. If the tender consist of supply of materials also	
a. Whether the sales tax on supply of materials is included in quoted rate	
b. Whether the rates have been quoted for supply of materials and execution of job separately.	
c. If sales tax will be extra, the same will be applicable on material price only, not on work price; Have you mentioned the above in details.	
22. Guarantee Period of executed job	
23. Whether filled up and signed Undertaking enclosed	
24. Whether all pages tender filled and signed as specified	
25. Whether all clauses/conditions/terms/schedules have been read carefully and taken care of while preparing bid.	
Signature	
Full Name of Authorized Person	
Designation	
Date	

NOTE:

1. It is necessary to answer the entire question. If any question remained unanswered, it will presume that JPL's interpretation is acceptable to the particular question.
2. Management of M/s Jindal Power Limited would appreciate if Bidder shall visit the site before submitting the Enquiry.

Jindal Power Ltd

Registered Office Tamnar 496 107, District Raigarh, Chhattisgarh

T +91 7767 281701-08 / 302000 / 302004 **F** +91 7767 281995-281993 **W** www.jindalpower.com

Corporate Office Jindal Centre, 12 Bhikaji Cama Place, New Delhi 110 066 **W** www.jindalpower.com

Corporate Identity Number: U04010CT1995PLC008985

VENDOR REGISTRATION FORM

VENDOR CODE:

NAME:

ADDRESS:

CITY:

STATE:

PIN:

COUNTRY:

CURRENCY:

TEL. NO.:

FAX NO.:

MOBILE NO:

E-MAIL:

CONTACT PERSON:

ACCOUNT GROUP: Raw Material / Stores Material / Contractor / Consultant / Agent / Transporter /

INDUSTRY: SSI / Non-SSI/Micro and medium Enterprise

SALES TAX CST NUMBER & DATE:

LST NUMBER & DATE:

CENTRAL EXCISE / SERVICE TAX:

RANGE:

DIVISION:

COMMISSIONERATE:

SERVICE TAX REGISTRATION NO.:

ECC NUMBER:

PAN BASED REGN.

PAN NO. :

(COMPULSARY FOR SERVICE PROVIDER CONSULTANTS, TRANSPORTER ETC)

CATEGORY OF THE FIRM

(FOR CONTRACTOR; CONSULTANTS; TRANSPORTER)

INDIVIDUAL

OTHER THAN INDIVIDUAL

PARTNERSHIP

LOCAL AUTHORITIES

LIMITED / PVT. LTD.

Kindly send us duly filled signed Vendor registration form with the attested Xerox documents of PAN, TIN. CST, LST & other supporting firm's credentials for Vendor Registration.

ANNEXURE-A4

LIST OF DOCUMENTS ENCLOSED

S. No.	DESCRIPTION	ENCLOSED (YES/NO)	REFERENCE ANNEXURE
1.	FILLED SIGNED JPL VENDOR REGISTRATION FORM, IF REGISTERED SPECIFY JPL REGISTERED VENDOR CODE.		
2.	PAN CARD COPY		
3.	TIN NUMBER COPY		
4.	TAN NUMBER COPY		
5.	SERVICE TAX REGISTRATION COPY		
6.	COMPANY CREDENTIALS / PROFILE		
7.	RECENT 03 ORDER COPIES OF PAST 06 MONTHS OF SAME NATURE OF JOB EXECUTED IN SIMILAR AT PAR 03 DIFFERENT COMPANIES.		
8.	DETAILS OF SKILLED / SEMI SKILLED / UNSKILLED RESOURCES, IF REQUIRED ANY.		
9.	LIST OF TOOLS & TACKLES, CONSUMABLES, MACHINES ETC.		
10.			

General Condition of Contract for OPEX**1. Definition of Terms and Interpretation of Contract document**

In construing these General Conditions, the following words shall have the meaning herein assigned to them except where the context otherwise requires.

- i. "Client", "Owner", "Employer" or "Purchaser" shall mean Jindal Steel & Power Ltd., a company duly organized and existing under the Indian Companies Act, 1956 and having its operating office at Jindal Centre, 12, Bhikaji Cama Place, New Delhi-110 066, India and its registered office at O.P. Jindal Marg, Hisar-125005, Haryana, India.
- ii. "Contractor", "Vendor" or "Supplier" shall mean the successful Bidder who is awarded with the Contract and shall be deemed to include the Contractor's successors, authorized officers/representative and permitted assigns.
- iii. "Consulting Engineer" or "Consultant" or "Architect" shall mean the company/agency appointed by the Client for the purpose of carrying out the detailed engineering and architectural drawing etc. for the Project.
- iv. "Contract" or "Agreement" shall mean the agreement executed between the Contractor and the Client, together with Contract Documents referred to therein, for execution of Works as defined in the Contract.
- v. "Contract Document(s)" shall mean and include the General & Special Conditions of Contract, Specifications and Annexures, Drawings, Covering Letters, Schedule of Prices and Quantities, Notice to Proceed by the Client, subsequent amendments to the foregoing and the Contract.
- vi. "Contract Price" shall mean the agreed sum of money stated in the Contract to be paid to the Contractor for the successful completion of the Works in accordance with the terms of the Contract Document.
- vii. "Approved" or "Approval" shall mean as approved by or approval of the Client in writing.
- viii. "Bill of Quantities" (BOQ) shall mean the list of technical specifications and civil, structural, electrical & instrumentation, Plumbing & Fire Fighting, etc, quantities for the Project/Plant in conformity with Technical Specification/ scope of services.
- ix. "Codes and Standards" shall mean the latest applicable International and Indian Codes and Standards.
- x. "Completion" shall mean successful completion of the Project in all respects as per the scope of Work as defined in this GCC, and related Completion shall include, but not limited to, complete civil & structural erection works, installation, testing & commissioning of electrical, instrumentation, firefighting, and plumbing works etc. and any other works required for completion of the Plant in all respects as defined in the Document.
- xi. "Construction Equipment" shall mean all appliances/ equipment and things of whatever nature required including all related spares or wearing parts in or about the execution, completion or maintenance of the Works but does not include materials or other things intended to form part of or to be incorporated into the permanent works.
- xii. "Date of Completion" shall mean the date on which the Client will issue the completion certificate after satisfactory execution of all Works as per the scope of Works as defined in SCC and related Annexures enclosed herewith.
- xiii. "Defects Liability Period" shall mean the period during which Contractor shall remain liable at its own cost and expense for all repairs and/ or replacement of any manufacturing, technical or other defects or any bad workmanship or any non-performance of any of the supplies/ services made under the Contract.
- xiv. "Drawings" or "Plans" shall mean all:
 - a) Drawings and engineering data furnished by the Client to the Contractor during the progress of the work: and
 - b) Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are approved by the Client.
- xv. "Project Manager/Engineer" shall mean an Engineer of the Client as may be duly appointed and authorised from time to time in writing by the Client for the purpose of completion of Work under the Contract.

- xvi. "Final Acceptance/Taking Over" shall mean the Client's written acceptance of Works under the Contract, after successful completion of Works and Performance Guarantee Tests if any, as specified in the Technical Specification or otherwise agreed in the Contract.
- xvii. "Goods" shall mean plant, vehicle, equipment or materials to be required for completion of Works.
- xviii. "Inspector" shall mean any firm or person as may be duly appointed and authorised in writing by the Client from time to time to inspect the Works.

2. Agreement:

Contractor's acceptance of the work order in writing shall constitute contract between him and Client. If acceptance/ comments (if any) is not received from contractor, within one week from the date of this order, it will be considered that the various terms and conditions indicated in the order is acceptable to the contractor. Contractor shall communicate with Client only in writing for any changes in contract and it should not be deemed as accepted unless specifically written communication is received from Client.

3. Construction of Contract and Legal Jurisdiction

Contractor shall be governed by the applicable laws in India. All matter relating to this contract are subject to the exclusive jurisdiction

4. The order of precedence of Work Order shall be as follows:

- i. Addendum/Corrigendum/Clarifications issued shall prevail over Special Conditions.
- ii. For Contract Conditions, Special conditions shall prevail over Type Specific Conditions of Contract and Type Specific Conditions shall prevail over General Conditions of Contract.
- iii. For technical clarification and general guidelines towards technical specifications and work-man ship, Technical Specification shall prevail over bills of quantities and Contract Conditions.
- iv. Bills of Quantities (to be read in conjunctions with Technical Specification and drawings for unit rate quoted) shall prevail over all items, Unit and scope of work.
- v. For legal matters, contract conditions to be read along with addendum/ corrigendum/ clarifications issued shall prevail over specification & B.O.Q.
- vi. For execution of works, Good for construction drawings will prevail over tender drawings.
- vii. If any term and condition make contradictory between general term and condition and header text, than header text terms and conditions should supersede instead of general terms and conditions.

5. Cross Fall Breach Agreement

The award of two/three separate Contracts shall be governed with the following cross fall breach Agreement

- i. The award of two/three separate Contracts shall not in any way dilute the responsibility of the Contractor for the successful completion of the Works and a breach in one Contract shall automatically be construed as a breach of the other Contract which will confer a right on the Client to terminate the other Contracts also and to execute the balance Works at the risk and cost of the Contractor.
- ii. It is expressly understood and agreed by and between the Parties that each Party is entering into this Agreement solely on its own behalf and not on behalf of any other person / entity / associate company / group company. It is expressly understood and agreed that the Parties are an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable laws of India and the general principles of laws of the Contract.

6. Offloading & Subletting of Job:

The Client will award the Contract to the Contractor by virtue of their expertise and experience in execution of such Works and therefore no part of the Contract or any share or interest therein shall in any manner or degree be transferred, assigned, or sub-let by the Contractor directly or indirectly to any person, firm or company whatsoever without the prior consent in writing of the Client for which the Contractor shall give a written request to the Client at least 30 days in advance of the proposed date of transfer, assignment or sub-letting. In the event of the Contractor contravening this condition, the Client shall be entitled to place the contract elsewhere on the Contractor's account and at its risk and cost, then the Contractor shall be liable for any loss damage which the Client may sustain in consequence or arising out of such replacing of the Contract. This shall not relieve Contractor of any responsibility under this Contract. However, the execution of

the Works by Piece Rate Worker (PRW) contract under the direct and personal supervision of the Contractor shall not be deemed to be sub-contract/sub-let under this clause.

Contractor shall not offload/ sublet the job given to him without prior approval and permission in written from Head (O&M) of Client for any contract in full/ partial.

7. Workmanship/Measurement Work / Submission of Bill:

- i. Work shall be supervised, inspected and measured as directed by Engineer-in-charge and entered in the measurement book for the Scope of Work with signature of both contractor and Engineer-in-charge or their representative as token of acceptance. Payment shall be made as per actual quantity executed. For all labor intensive jobs, it is mandatory to maintain and submit daily report of workmen attendance duly verified by EIC.
- ii. All the contractors/site in charges and workers has to do the compulsorily biometric punching attendance.
- iii. All the contractor has to attend the monthly meeting of every month else appropriate fine will be imposed if contractor found absent.
- iv. Duly approved Construction program will be submitted by the Contractor to Engineer In-charge of Client.
- v. All work completed / in progress shall be duly recorded and certified by Client Engineer-in-Charge.
- vi. Any material for which origin/makes/suppliers are identified in contract/BOQ or annexures, contractor has to procure the same, wherever applicable. Any deviation to the Origin/make needs to be approved by User Department/Procurement/Finance with adequate financial impact due to change in rate.
- vii. If any part of contractor's work depends upon the work of any other contractor and if any defect in such work is observed, contractor shall promptly report the same to Client. If the delay is not duly reported and certified by JSPL same will not be considered for Calculation of LD penalty.
- viii. Client shall not be liable for any loss or damage to contractor's equipment as a result of voltage fluctuation or interruption in power supply or any other loss.
- ix. Contractor shall, without any additional payment shall keep the working and storage area clean and free from accumulation of waste. In case of exigency, Client may itself remove and cost to be recovered from contractor.
- x. The welding electrodes and other consumables used for the job should be of make approved by the Client i.e.-L&T, Advani, ESAB, India and D&H Scheron. If any instances of deviation found adequate penalty may be deducted by JSPL.
- xi. Paints used for the job shall be of Shalimar make and of approved specifications as per Technical Specification. Before using any particular equivalent brand/make written approval of Client to be taken.
- xii. The Contractor shall ensure that the bench marks, reference points, etc. which are marked either with the help of Client or by the Client shall not be disturbed in any way during the performance of its Works.
- xiii. Bills not supported by duly certified measurement sheet /Bar bending schedule, certificate shall not be considered as work done and correspondingly shall not be considered for payment under the contract.
- xiv. Survey Report if required shall be submitted along with the bills in such cases.
- xv. All measurement should be cumulative in nature and all bill pages are to be numbered. In case of running account (RA)bills contractors shall submit soft copies of measurement sheet in standard format as may be required by Client
- xvi. Joint record for deviation from drawing and deviation from specification is to be provided.
- xvii. All Quality protocols with regard to Indian/International standard codes/Technical Specifications and Quality Assurance Plan should be documented and produced along with the bill.
- xviii. Scope of work defined in the contract if narrows/deviates during execution of that particular item, scope of work shall be reduced and payment shall be made on pro-rata basis. In case of advance necessary recovery / deduction from advance towards reduced scope shall be made on pro-rata basis.
- xix. The O&M Contractor shall be responsible for storage and safekeeping and maintenance of materials, equipment and parts and replacement of any used spares. On the Termination of the O&M Agreement, the O&M Contractor shall hand over the rotatable/repairs spares as per list of Spares given to him at the commencement of the Term excluding the list of spares that was scrapped with due approval from Owner
- xx. Material consumption statement shall be submitted for free issue materials along with bill.

- xxi. Material return statement along with copies of store return note to be provided along with bill.
- xxii. Material reconciliation statement for any plant, equipment and materials issued to the Contractor, shall be submitted along with the bill.
- xxiii. Job completion certificate, cumulative measurement details (with drawing no and revision), and no claim certificate to be submitted by the contractor in case of final bill.
- xxiv. Tax invoice along with gate entry challan for the materials in the scope of contractors.
- xxv. Manufacturer's Test Certificate for all items pertaining to scope of contractor
- xxvi. DPR with respect to manpower, equipment etc. for each sub-contractor must be submitted to site in charge.
- xxvii. After completion of defect liability period, contractor has to obtain the clearance certificate from concern department for release of retention.
- xxviii. In respect of both RA Bills and final Bill, purely as a matter of convenience and to help expedite the work, the Engineer may ask the Contractor to furnish the details in a computer disc/soft copy format/ mutually agreed software package, and the Contractor shall supply the same. However, the same shall not replace the written and signed bills and other documents to be submitted by the Contractor under the Contract.
- xxix. The O&M Contractor is required to perform all Services as specified in this O&M Service Agreement as per Prudent Utility Practices including those prudent industry practices.

8. Submission and Payment of Bill:

- a. The invoice/ RA bills for the Scope of Work as defined earlier should be submitted within 2 weeks of completion of job to Engineer-in-charge in triplicate for verification, on monthly basis or as specified complete in all respect and acceptable.
- b. The invoice must be supplemented with the work measurement sheet and workmen attendance sheet duly attested by Engineer in-charge.
- c. In case, the job is associated with the supply of materials, the invoice must be supplemented with the material challan duly stamped with Gate Entry number, Packing list, Tax invoice, Quality assurance & test certificates.
- d. Contractor has to submit the bill to the HOD of User Department with a copy to Bill passing section, Accounts Department.

Invoice shall indicate:

- a) Complete Name & Address of Service Provider
- b) Serial Number of document
- c) Date of issue
- d) GST Registration Number (if applicable)
- e) Category of services for which registered (if applicable) & Description of the services provided
- f) Value of the services provided
- g) GST amount paid or payable (if applicable)
- h) Contractor to claim GST separately in the invoices and that invoice serial number should not be handwritten
- i) Mention the plant/ place of service rendered
- j) Period / Duration of service.
- k) PAN Number
- e. The workmen payment sheet and PF challan, if applicable, must be submitted with invoice after verification and attestation by in-charge (P&A). If applicable and specified explicitly in the work order, PF and Insurance shall be reimbursed at actual on producing documentary evidence.
- f. The Contractor shall submit statutory clearance certificates like PF/ESI etc within one month from date of submission of bills. Next on-account bill will be processed only after, statutory clearance certificates for the previous month has been submitted. Material reconciliation statement shall be submitted along with the bill as appropriate.
- g. Payment (Net amount) after adjusting the recoveries & deduction of Taxes, will be released by the Client within due date after final service entry sheet of receipt of bill along with all relevant documents complete in all respects after detailed certification. It is an expressly agreed term of the contract that no

interest whatsoever shall be paid by the Client for any bona fide delay in payment of "On – Account – Bills. All "On – Account" payments shall be regarded as advance payment to be finally adjusted against the "Final bill Payment".

- h. HOD (Finance & Accounts), Client shall be the paying officer.
- i. Contractor shall submit bill only in his/her name, in case of deviation, an NOC from the principal contractor is to be secured to avoid any future disputes.

9. Currency of Payment

The Contract Price shall be paid in Indian currency or currencies as incorporated in the Contract.

10. Tax Clause Applicable to all Indigenous work orders

A. GST :

- a. For the purposes of this Clause the following expressions shall have the meaning given as under:
 - i. GST - means any tax imposed on the supply of goods or services or both under applicable GST Law.
 - ii. Cess - means any applicable cess, existing as on date or applicable in future on the supply of goods or services or both.
 - iii. GST LAW - means IGST Act 2017, GST (Compensation to the States for Loss of Revenue) Act 2017, CGST Act 2017, SGST/ UTGST Act 2017 and all related ancillary legislations.
- b. The rates quoted by the Contractor shall be inclusive of all taxes, duties, levies and Cess except GST and compensation cess. Contractor has to clearly show the amount of GST/compensation cess separately in the Tax Invoices raised by them. Further, it is the responsibility of the Contractor to make all possible efforts to make their Accounting/IT system GST compliant in order to ensure timely availability of Input Tax Credit (ITC) to Client.
- c. In case of variation (increase/decrease) in the rate of GST after the date of agreement, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows:
 - i. If input tax credit (ITC) is available, the said revised rate shall be reimbursed or recovered.
 - ii. In other cases (i.e. where input tax credit is not available), the said revised rate shall be reimbursed or recovered only if the reasons for extension of the contract is attributable to Client
- d. In cases where GST is leviable on any supplies / facilities provided by Client and used by Contractors and the consideration for which is recovered by Client in the form of reduction in the value of invoice raised by Contractor, then Client shall raise GST invoices on such transactions and the same will be borne by Contractors.
- e. Contractor agrees to do all things not limited to providing GST compliant invoices, debit notes, credit notes or other documentation as per GST law relating to the above supply, payment of taxes, timely filing of valid statutory returns for the tax period on the Goods and Service Tax Portal etc. that may be necessary to match the invoice on GSTN common portal and enable Client to claim input tax credit in relation to any GST payable under this Agreement or in respect of any supply under this Agreement. GST charged on debit notes shall be reimbursed only if such debit notes are issued within the prescribed time limit for availing of credit.
- f. In the event contractor issues a credit note to the Client, such credit note shall include GST component only in circumstances set out under the GST law and upon mutual agreement between Contractor and Client. This shall be subject to the condition that Contractor shall comply with the procedural requirements relating to issuance of credit notes under the GST law.
- g. In case the Input Tax Credit of GST is denied or demand is recovered from Client on account of any non-compliance by the Contractor, including non-payment of GST charged and recovered, the Contractor shall indemnify Client in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Client, of its discretion, may also withhold/recover such disputed amount from the pending payments of the Contractor.

The above action can be initiated even when the timelines / thresholds as prescribed by the Government in the GST law, rules, circulars, public announcements, etc. have been breached (e.g. Government portal does not allow filing of GSTR 1 statement if the periodic GST returns, GSTR 3B, are not filed for a prescribed period). In other words recovery from Client by the concerned Revenue / Government authority will not be a criteria to enable Client to withhold / recover such amount. Such amount can be withheld / recovered where it is visible or established that Contractor has breached / non-complied with the timelines under the GST law, rules, circular, public announcements, etc. which will disentitle Client to take ITC or delay the ITC, as the case may be.

- h. Contractor shall maintain high GST compliance rating track record at any given point of time.
 - i. Contractor is required to pass on the benefit arising out of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price.
 - j. Contractor shall avail the most beneficial notifications, abatements, exemptions etc., if any, as applicable for the supplies under the Goods and Service Tax.
 - k. For the purposes of the above-mentioned requirements, the Contractor shall provide documents as may be necessary and shall allow inspection of the same to Client
 - l. Client shall charge GST (where applicable) over and above on the liquidated damages and other deductions reduced from the price payable to the Contractor against supply of goods or services or both.
- B. Income Tax as applicable shall be deducted at source from the invoice at the rate as applicable under Income Tax Act and Client shall issue TDS certificate for the same.
- C. In case any contractor fails to meet the above statutory requirement, the same will be deducted from its bills directly.

11. Deductions and Penalties:

- a. Client shall be entitled to recover from contractor's bills all cost, damages, expenses which may have to incur or become liable to incur as a result of contractor's negligence or any other action that may originate such cost, charges, expenses etc.
- b. In case contractor's bill amount is not sufficient to cover such recovery amount the balance shall be deducted from any sum which may become due to contractor at any time thereafter under this or any other contract contractor may have with us. Should this sum also not be sufficient to cover the full amount recoverable, then we reserve our right to recover the same as remedies available under the law.
- c. If there is any delay in completion of work on the part of the contractor and there is any statutory increase in duties / taxes / levies during the period of delay, in such cases the differential shall be on account of the contractor. In case of failure to execute the work within due date, Security Deposit, if any may be forfeited and Client reserves the rights to offload the same (complete/ partial) and get it done through other agencies at the cost and risk of the default contractor.

12. Withholding Payment :

The Client may withhold the whole or part of any payment for Works claimed by the Contractor, which in the opinion of Client is necessary to protect its interest from any loss occasioned on account of:

- i. Defective work not remedied or guarantees not met.
- ii. Claims filed against the Contractor.
- iii. Failure by the Contractor to make payments for materials or labour employed by him.
- iv. Damaged caused to another Contractor.
- v. In-sufficient progress of Works.

When the grounds for withholding payment are rectified / addressed, the Client shall make payment of the amount due to Contractor.

13. Compliance with statutory rules and regulations

- i. The statutory and legal conditions shall be applicable to all labour intensive jobs and the contractor shall have to strictly comply with all the clauses mentioned hereby:
- ii. Labor Act: Contractor shall abide by all provision of contract labor (R&A) act 1970 and other applicable labor laws and rules made there under from time to time.
- iii. Labor License: Before commencement of work, Contractor shall submit labor license (if applicable) from competent authority to the Client's P&A officer through Engineer-In charge.

- iv. Gate Pass: Before commencement of work, Contractor has to arrange gate pass for his workmen from Client's P&A officer as per Client's standard norms.
- v. PF registration: Before commencement of work, Contractor shall submit the Provident Fund Registration No. and ensure to recover provident fund amount from wages of all workmen and deposit to the Provident fund authorities and submit a copy of the same by 20th of every month to the Client's P&A officer through Engineer-In-charge. In case, contractor fails to produce documentary evidence of PF recovery and deposition, Client will arrange to deposit the same to the Provident fund authorities with appropriate penalty recovering from the contractors bill.
- vi. The contractor shall provide PF registration numbers & ESIC numbers for all its workers in the specified format to P&A department of Client at the time of applying for gate pass against this work order.
- vii. Workmen Insurance: Before commencement of work, Contractor shall obtain Insurance policies under Group Personal Accident Policy & Workmen's Compensation Policy.
- viii. Wage Payment: Payment to contractor's workmen shall be disbursed on or before seventh day of the wage period in presence of the Client's P&A officer & Engineer-In charge or their duly authorized representative who shall certify on the payment sheet/register for fulfillment of provision of law.
- ix. Bonus & Retrenchment: Contractor shall have to pay its workmen the bonus as per applicable act. Moreover, retrenchment benefits to workmen under Inter State Migrant act if being retrenched shall be paid by contractor.
- x. Records, Register and Display Notices: Contractor must maintain statutory registers and records as applicable under various labour laws. Contractor must display notices in front of his office in Hindi & English as required under various labour laws.
- xi. Statutory Reimbursement: Any payment against statutory obligations, if applicable and specified explicitly under Client's scope, such as PF, ESIC, Insurance etc. shall be reimbursed at actual by Client on producing documentary evidence by the contractor.
- xii. Work Permit: Work on any equipment or in any area should be started only after ensuring valid permit. Before starting the work, contractor shall submit detailed work program, milestone of different activities, safety & quality plan and any other relevant documents required for the work to the Engineer-in-charge for his approval, after which work shall be started as per the approved program.
- xiii. Tools & Tackles: Contractor will have to produce fitness test certificate of all lifting tools and tackles being used by him from any outside competent person.
- xiv. Vehicle: All the vehicles (except used by specific person) to be deployed by contractor shall be fit for use in all respect. The Vehicle must be commercially registered with the transport authority and must carry all statutory documents (valid Driving license, Insurance policy, P.U.C. certificate etc.). The driver should not be deployed for more than 12 hours and vehicle must follow the safety guidelines as defined by the company.
- xv. Labor Health & Hygiene: Contractor shall have to ensure periodical cleaning and disposal of waste from workers residential colonies. Contractor must ensure the hygiene, potable drinking water and regular housekeeping in his workers colony. Non compliance of the same would be viewed seriously by the company and suitable action would be initiated to ensure proper living conditions. During summer this area becomes very hot and prone to the cases of dehydration. Contractor must ensure the provision of ORS drink to all the workers during summer.
- xvi. Contractor is the legal employer of the manpower engaged by him and shall comply with all statutory rules and regulations, including but not limited to contract labour act, Workmen's Compensation Act, Employees Insurance Act, Personal Accident Insurance, Provident Fund act and any other laws, rules and regulations etc., that may be applicable to this type of work including any licenses like labour license etc. that may be required to be obtained by the contractors.
- xvii. Contractor shall indemnify and keep us indemnified against all such cost, including and not limited to taxes & duties damages, penalties, fines punitive measures, lawyer fees, taxes duties etc. of whatever nature due to non-compliance with respect to the applicable statutory laws, rules, notification etc.
- xix. In the event of breach of statutory laws & regulation the contractor, the Client reserves the right to terminate the contract and no payment shall become due and payable to the contractor.
- xx. **Child Labour:** Contractor in any circumstances shall not engage Child Labour (below 18 years of age) for any activities related to Client.

14. **Alternations, additions & omissions, and variations of qty. during execution:** The quantities as mentioned in the Bill of quantities (BOQ) are estimated quantities of the work and may vary over a range of +/- 20%. The unit price shall remain fixed; however the contract price shall be revised accordingly.
- a) **Variations:** Client shall have the right to make any variations in quality or quantity of the Work or any part thereof that may in Client's judgment are necessary/required for the completeness of Work and for any other reasons that are desirable/required, Client shall have the right to order the Contractor to do any of the following:
- Increase or decrease in quantity.
 - Omit any such work/works
 - Change in character or quality or kind of any such work/works.
 - Change the levels, lines, Position and dimensions of any part of the work/works.
 - Execute additional work of any kind necessary for completion of the work/works and no such variation shall in any way vitiate or invalidate the Contract.
- b) **Valuations of Variations:** Client shall determine the amount (if any) to be added or deducted to/from contract price in respect of any additional work done or work omitted. All such work shall be valued at the rates set out in the Contract if in the opinion of the Client the same shall be applicable. If in the opinion of the Client the Contract doesn't contain any rates applicable to such additional, altered, omitted or substituted items, then the rates shall be fixed by the Client for such items by deriving the rates from the analogous item, if any, in the Contract. In the absence of analogous items, the rates shall be fixed by the Client on the basis of basic rates and norms available in the standard schedules/analysis of rates adopting approved rates in the documents and the Contractor shall submit the analysis on these lines. Where the particular item of work has not been included in BOQ and Schedule of Rates or an analogous rate can't be computed or a reasonable rate also cannot be determined by the Client, then Client may derive the rates based on prevailing/actual market rates. The cost element on account of provisions of profit including Overhead shall not exceed ten (10%) of the direct cost.
15. **Change of Name**
At any stage after Contracting, the Client shall deal with the Contractor only in the name and at the address under which the Contractor has submitted the Bid. All the liabilities / responsibilities for the execution of the Contract shall be those of the Contractor and in no circumstances he shall be relieved of any obligations under the Contract. Any change in name/constitution for reasons whatsoever, the Contractor shall intimate such change to the Client in writing within one Week. Such change will not relieve the Contractor from its obligations under this Contract.
16. **Mode of Communication:** All communication to be given to either Party shall be given to the correspondence addresses by airmail/ e-mail/ fax. All notices in which rights and/or obligations of either
17. Party are involved shall be given by registered airmail or through courier of international repute, and such notices shall be deemed to have been issue seven (7) Days after their dispatch but shall not be deemed as accepted unless especially consent is received in writing.
Either Party may change its address by giving prior notice to the other Party in the manner provided for herein.
18. **Housekeeping:**
Good House Keeping must be practiced by the Contractor personnel at all times while within the plant. During and after completion of the work, they are to ensure that their work area is kept clean and tidy. Materials and equipment should be stored in a safe and orderly manner so that they will not block exits to roads, buildings, aisles, passage and approach to fire fighting equipment such as fire hydrants, fire hose and fire extinguishers or area where emergency safety showers, electrical switch panels and switch rooms are located. No bill shall be certified by site Engineer without checking of proper housekeeping by Contractor otherwise it will treated as violation of norm & suitable action will be taken.
19. **Insurance**
During the course of execution of the Contract, the Contractor at its own cost shall procure and maintain the following types of insurance coverage, as per State and Central Govt. Rules and regulations.

- i. Workmen's Compensation Insurance: Covering all the temporary/ permanent workers employed by the Contractor as well as their sub-contractors.
- ii. Transit Insurance: All the materials, which are in the scope of Contractor, required for the execution of the Contract to be insured under transit insurance policy on All Risk basis.
- iii. Third Party Liability Insurance: Covering legal liability to third parties for bodily injury or damage to property arising out during the execution of the Contract.
- iv. Contractor's Plant & Machinery Insurance: Construction Equipment/Materials deployed at the Site by the Contractor to be insured appropriately by the Contractor. The policy to be extended to cover third party liability including cross liability for an single event and aggregate during the execution of the Contract for the amount to be mutually discussed and agreed with the successful Bidder. The coverage in all respect of all the policies will be subject to annual review and adjustment to ensure adequacy of the coverage. The Contractor ,as on when required by the Client, shall furnish to the Client copies of all the policies of insurance along with the policy schedules, receipt for premium payment and related connected documents."

20. Patent Rights and Royalties

- i. Royalties and fees for patents covering materials, articles, apparatus, devices, equipments or processes in the scope of Contractor and used in the Works, by the Contractor shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Client fully indemnified in that regard. The Contractor shall, at its own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Client, the same shall be defended by the Client and/or Contractor at the cost and expense of the Contractor including the amount of award if any.
- ii. The Contractor shall indemnify the Client, its representatives or employee of the Client against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Client or any agent, servant or employee of the Client in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Client; but the Contractor shall pay any royalties or other charges, payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued after submission of the Tender.
- iii. In addition the Contractor shall perform/submit at its own cost such tests/samples as may be required by the Client out of the materials issued by the Client, except for the costs of materials used in such tests/samples.

21. Materials Obtained from Excavation

Materials of any kind obtained from excavation on the Site shall remain the property of the Client and shall be disposed of as the Client may direct.

22. Treasure, Relic, Monuments & Fossils, etc.

All fossils, coins, articles of value of antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall be the absolute property of the Client and the Contractor shall take reasonable precautions to prevent its workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Client with such discovery and carry out the Client's directions as to the disposal of the same.

23. Right to Audit & Background Checking

Company or its authorised representative shall have the right to access, with prior intimation of 24 hours, at all reasonable time, records, correspondences and like, whether stored on paper or electronically, which may have a bearing with the performance of this contract. Company or its authorised representative shall be provided with sufficient access to such data to satisfy themselves of the accuracy and validity of any amount due/payable under this contract. If any costs are in dispute and such free access is refused/denied, then the

Company has the right to determine the amounts due/payable as it deems fit. If payment or part thereof to such amounts due/payable has already been made then the Company shall be entitled to claim the same from Contractor without prejudice to set off same from any other payments payable to the contractor under other contract(s). The above right to audit shall continue for a period of three years after the termination of the contract. Contractor shall also cause its sub-contractor(s) to give to the Company the audit rights set out in this Clause.

Client shall have all the right to do the Background checking of contractor before award of contract or during currency of contract.

24. Manpower Competency:

- a. In addition to the site-in-charge, the Contractor has to ensure supervision of work in progress by deploying atleast one technically competent site supervisor. The site-in-charge of the Contractor shall authorize his representative to collect/return materials from/to Client as per requirement of work.
- b. The job is of skilled nature and manpower with suitable requisite skill & experience only shall be permitted to be deployed. Contractor has to ensure that the credentials and certificates of the workmen deployed are submitted to Client and shall be vetted by them before the start of work. The manpower to be deployed by the O&M Contractor at site shall be interviewed by the Owner prior to deployment & is subject to Owner's approval. In case the owner is not satisfied with the performance of any of the workman deployed at any point of time, the same shall be removed from the site immediately and replaced by competent manpower by the O&M Contractor within 7 days. The selection process shall be same as stated above for new persons also
- c. Contractor must have a proper organization structure with domain expertise in the field of work awarded to ensure experienced technical support during the period of the O&M.
- d. Contractor must have provided AMC services in thermal power plant with minimum 3 years for the similar type of work being tendered.
- e. Contractor must have a system of site reporting and feedback system on monthly basis covering issues & recommendations and action plan for next month.
- f. The Contractor shall be able to demonstrate to Owner that the personnel provided under the O&M Contractor is properly trained, competent to perform the work in charge, and is cognizant of site environmental, health and safety procedures

25. Defence of Suits

If any action in Court is brought against the Client or an officer or agent of the Client before any court Tribunal or any other Authority, for any act and/or any failure, omission or neglect on the part of the Contractor, its agents, representatives or its Sub-Contractors to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged act, omission or negligence on the part of the Contractor, its agents, representatives or its Sub-Contractors, or in connection with any claim of Sub-Contractors, Workmen, Suppliers or Employees, the Contractor shall in all such cases indemnify and keep the Client and/or its representative harmless/indemnified from all losses, claims damages or expenses arising out of such action

26. Limitation Of Liabilities

- i. Neither the Client nor the Contractor shall be liable to each other, whether in Contract, tort, or otherwise, for any indirect or consequential loss, provided that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Client, and;
- ii. Except in the case of gross neglect or willful default or willful misconduct, the aggregate liability of the Contractor to the Client under the Contract shall not exceed the Contract Price (including taxes & duties), provided that the limitation shall not apply to any obligation of the Contractor to repair or replace defective Equipment or to indemnify the Client with respect to patent infringement.

27. No delay interest:

The Contractor shall not be entitled to claim any interest on the delayed payments.

28. Escalation & Price Review

No escalation on any account shall be admissible for execution of the work. The price quoted by the Contractor shall be considered to be final, firm and binding to the Contractor during entire tenure of the

contract including extended periods if any in case if not written separately anywhere in work order. However, Client at it's sole discretion may review the price at any point of time depending upon the market fluctuation and finalize a mutually agreeable price.

29. Code of Conduct

Under this agreement Contractors are obligated to conduct all business activities in a legal and ethical manner with utmost integrity, in line with the Client's Code of Conduct (COC), a copy of which is available on the website <http://www.jindalsteelpower.com> and the provisions of same shall from integral part of this agreement. If there is a violation of the COC by the Contractor or its employees/representatives, especially in the nature of any financial irregularities to gain undue advantage, Client reserves the right to:

- i. Terminate this contract; and /or
- ii. Blacklist the Contractor; and/or
- iii. Seek restitution, including deduction of the amounts due to Contractor, encashment of BG etc; and/or
- iv. Report irregularities to law enforcement agencies; However, prior to taking any action under (i) to (iii) above Client shall issue a notice to the Contractor and seek his explanation with respect to violation of the COC and if no reply is received within seven days from the date of issuance of notice or the reply tendered by the Contractor is found to be unsatisfactory, then Client shall be entitled to forthwith take action under this clause. The above clause is in addition to and not in derogation of any other clause in this agreement.
- v. You shall ensure that you will follow all rules and regulations and timings prevailing at our Client plant as amended from time to time and obey all instructions as are issued by Engineer -in-Charge arising from your scope of work / exigencies of work. You shall ensure that your staff maintains maximum efficiency and decorum and discharge their duties in a manner commensurate with our culture. Under no circumstances indiscipline or involving in any act, which in our opinion, will cause disturbance, industrial relations problems, reduction of production / plant efficiency, indiscipline immorality etc. The company in such cases, reserve the right to expel such person(s) of your staff without notifying or referring to you. In case you are advised to take such an action, you shall promptly replace such person(s) and ensure the work is not affected in any way. Under no circumstances your staff will be construed to be our employees directly to which you agree.
- vi. Contractor shall ensure that the entity should not indulge itself in Cartelization while bidding and follow fair dealing during the entire duration of contract.

30. Bribes, Commission etc.

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or its partners agent or servant or any one on its or on their behalf, to any officer, servant, representative or agents of the Client or any person on its or their behalf, in relation to the obtaining or to the execution of this or any other Contract with the Client, shall in addition to any criminal liability which he may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damages resulting from any such cancellation to the Client. The Client shall then be entitled to deduct the amounts otherwise due to the Contractor under this or any other Contract. Any question or dispute as to the commitment of any offence under the present clause shall be settled by the Client in such manner and on such evidence or information as he shall think fit and sufficient and its decision shall be final and conclusive. The contractor will abide and compliance with the Client Code of Conduct.

31. Force Majeure : "Event of Force Majeure" means any of the events or circumstances, or combination of events and circumstances, referred to below and which adversely affects the performance of either Party (the affected Party) of its obligations under this Agreement and which are beyond the reasonable control of the affected Party and which the affected Party could not have prevented by the prudent utility practices or by exercise of reasonable skill and care:-

- a) Act of God, epidemic, famine, earthquake, quarantine restrictions, flood, tsunami, meteorites, War, invasion, hostilities by enemy Country. Upon the occurrence of such event/s or circumstance/the party which has been prevented from performing its obligation under the Contract by Force Majeure shall immediately but not later than 72 (Seventy two) hours, give a notice to the other Party giving full particulars and satisfactory evidence of such event/s or circumstance/s and shall specify the obligations, the performance of which is or will be prevented. If such notice is not issued then the party claiming

force majeure even shall not be entitled to be excused from performing its obligation as provided under the contract.

- b) The Party shall having given notice, be excused performance of such obligation for so long as and only to the extent such Force Majeure prevents it from performing them. Each Party shall at all times use all reasonable endeavours to minimize any delay in the performance of obligation under the Contract as a result of Force Majeure. The cost and loss sustained by the either party in this respect shall be borne by the respective parties.
 - c) The affected Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
 - d) The date of completion of Work will be extended by a reasonable time by the Client considering the impact of such Force Majeure on the completion schedule and the decision of the Client in this respect shall be final and binding.
 - e) In case of any loss/damage due to above Force Majeure conditions which are insurable under various insurance policies specified in clause of this GCC, the Contractor shall be responsible for making good such losses/damages at its own cost and expense.
 - f) If deliveries of bought out items and/or works to be executed by the Contractor are suspended by Force Majeure conditions lasting for more than 2 (two) months, the Client shall have the option to terminate the Contract or re-negotiate the contract provisions.
32. **Indemnity Clause:** The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Client against all losses and claims in respect of injuries or damage to any person, material or plant, or damage to any property whatsoever but not limited to third party damages which may arise out of or in consequence of the execution of the Works, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in relation thereto.

33. CONTRACTOR'S DEFAULT

32.1 The Purchaser/Owner may terminate the Contract on Contractor's default i.e. if the Supplier / Contractor:

- a) is neglecting to perform his obligations or is not seriously carrying out the scope of work, or
- b) abandons the Contract or
- c) becomes bankrupt or insolvent

Under such event the Purchaser / Owner shall be entitled to serve a notice of default as above on the Supplier / Contractor.

32.2 Should the Contractor fail to comply with the notice within thirty (30) days from the date of notice, in such case, the Owner shall be at liberty to employ other workmen and forthwith execute such part of the Works which the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the Contract, to take the Works wholly or in part out of the Contractor's hands and re-contract with any other person or persons to complete the Works or any part hereof at the cost and expense of the Contractor and in that event the Owner shall have free use of all Contractor's equipment that may have been at Site in connection with the Works without being responsible to the Contractor over the same. The Owner shall be entitled to retain any balance, which may otherwise be due to the Contractor by him and shall use this money to make the payment for executing the said part of the Works or of completing the Works as the case may be. If the cost of completing the Works or executing a part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the Contractor shall have to pay if the completion of works is delayed.

In addition, such action by the Owner as aforesaid shall not relieve the Contractor or his liability to pay liquidated damages for delay in completion of Works.

The termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the Performance Guarantee nor the time thereof. The Performance Guarantee shall be valid for the full value and for the full period of the Contract including Defects Liability Period.

32.3 The Owner reserves the right to terminate the Contract in part or in full due to reasons other than those mentioned above. The Owner shall in such an event give fifteen (15) days notice in writing to the Contractor of his decision to do so.

The Contractor upon receipt of such notice shall discontinue the Work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the Owner in maintenance, protection, and disposition of the Works acquired under the Contract by the Owner.

If the Contract shall be terminated as aforesaid in this clause 45.3, the Contractor shall be paid by the Owner for all work including any partially completed Work or service, executed prior to the date of notice of termination at the rates and prices provided in the Contract. If no rates and prices are provided in the Contract, the amount shall be as certified by the Owner and will be commensurate with the proportion of work performed.

34. Owner Events of Default

Each of the following events, unless occurring as a result of a breach by the O&M Operator of its obligations under this Agreement, shall constitute an Owner Event of Default:

any willful and persistent material breach of this O&M Agreement by the Owner and such breach continues for Ninety (90) days after written notice is provided to the Owner by the O&M Operator; provided, that the Owner shall have further thirty (30) days after such expiry of above period to diligently commence and continue in good faith to cure such breach prior to any such termination.

35. Termination of the contract:

In case Client observes that sufficient efforts are not put in by contractor to expediting the work to complete the same in stipulated time period as above, Client shall be free to engage any other Contractor/Resources to speed up the work and debit the cost to contractor's account. Client also reserves the right of terminating the contract at any point of time without assigning any reasons what so ever.

36. Short Closure of Contract

The Client reserves the right to terminate/short-close the Contract in part or in full due to reasons other than those mentioned above. The Client shall in such an event give fifteen (15) days' notice in writing to the Contractor of its decision to do so. The Contractor upon receipt of such notice shall discontinue the Work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the Client, stop all further sub-contracting or purchasing activity related to the work terminated/foreclosed/suspended, and assist the Client in maintenance, protection, and disposition of the Works acquired under the Contract by the Client. If the Contract shall be terminated the Contractor shall be paid by the Client for all completed work, executed prior to the date of termination at the rates and prices provided in the Contract. If no rates and prices are provided in the Contract, the amount shall be as certified by the Client and will be commensurate with the proportion of work performed. Save and except the above, no compensation shall be payable to the Contractor by the Client.

37. Suspension of Contract

The Client reserves the right to temporarily suspend and reinstate execution of the whole or any part of the Contract without invalidating the provision of the Contract. The Client will issue orders for suspension or reinstatement of the Contract to the Contractor in writing. The time for completion of the Works will be extended for a period equal to duration of suspension. In case suspension of work exceeds 90 days, any necessary and demonstrable cost incurred by the Contractor as a result of such suspension of the Works will be paid by the Client, provided such costs are substantiated to the satisfaction of the Client. The Client shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or its Sub-Contractor. In case of suspension of entire contract, ordered in writing by Client, for a period of more than three months, the Client and the Contractor shall jointly consider and decide to terminate the Contract. Provided that if the Contract is terminated under this clause then Contractor shall not be entitled to claim any compensation from the Client save and except all completed work, executed prior to the date of termination at the rates and prices provided in the Contract.

38. Non-Disclosure Terms

- i. The Contractor shall not, without the Client's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Client in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- ii. The Contractor shall not, without the Client's prior written consent, make use of any document or information enumerated in various Contract Documents except for purpose of performing the Contract.

39. ARBITRATION

- a) Any disputes or differences arising out of, in connection with or in relation to this Contract ("Disputes") shall in the first instance be attempted to be resolved amicably by negotiations in good faith between the Parties.
- b) However, in case any Dispute or Disputes cannot be amicably resolved/settled within 30 days, the same shall be referred to arbitration.
- c) Arbitration shall be in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

Upon the failure of the negotiation process as set out in above clause, either Party may seek the reference of the Dispute/Disputes to arbitration by serving upon the other a written demand that such matter be arbitrated. Written demand shall include a brief description of the Dispute/Disputes and shall specify the name and address of an arbitrator selected by him. The other Party shall within 20 days of receipt of the arbitration demand select his arbitrator and provide the name and address of such arbitrator to the demanding Party and his arbitrator. The two selected arbitrators shall within 15 days of the selection of the second arbitrator select the third arbitrator. In case the two arbitrators are not able to agree on the third arbitrator, the same shall be appointed as per the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

- d) The place of arbitration shall be New Delhi, India and the laws applicable to the arbitration procedures shall be in accordance with the laws of India. The English language shall be used throughout the arbitrage proceedings. The Parties and the arbitrators shall proceed with the arbitration expeditiously and shall use their best endeavours to conclude the Arbitration within 90 days from the date of start of Arbitration proceedings.
- e) The decision of any two of the three arbitrators shall be final and binding. The parties agree that the decision and any award rendered by the arbitrators in connection with a Dispute:
 - (i) Shall be final and binding on the Parties.
 - (ii) Shall be the sole and exclusive remedy between the Parties regarding the Dispute. The arbitration expenses shall be borne as per the award of arbitration if same are given in the award of arbitration else same shall be borne by the losing party.

40. It is hereby clarified that in case the Contractor is a Joint Venture, comprising of two or more joint venture partners, the Joint Venture will be entitled to nominate only one Arbitrator and the Lead Partner nominated by the Joint Venture shall alone be entitled to represent the Joint Venture in arbitration proceedings. Any disputes or differences between the joint venture partners inter se shall not form part of the arbitration proceedings under this Contract and shall not affect the arbitration proceedings in any manner. Arbitration Award shall however be enforceable jointly and severally against the joint Venture, and each of the joint venture partners.

41. Co Branding/ White Labeling- Contractor should not use Logo or Brand image of JSPL without taking consent from Contract Cell of respective location. If it is found guilty of this offence, legal action shall be initiated against the contractor.

Annexure –I

Environment Policy for Contractors

Jindal Steel & Power Limited (JSPL) India's one of the leading steel producer company in private sector aspires to become a globally admired organization that enhances the quality of life of all stakeholders through sustainable development with utmost care for the environment and needs of the society.

The Company aims to be the most efficient and reliable steel producer; and carry out its business/ operations with utmost regard for safety and care for environment. The Company is committed to protect and improve the environment and abide by the laws and regulations concerning the environment.

Jindal Steel & Power Ltd. is committed to:

- Work towards Environment Protection, Prevention of environmental pollution, and Environment Improvement around its business units.
- Adopt sound Environment Management practices to achieve sustainable growth.
- Comply with all applicable statutory and other norms/ requirements for environmental protection.
- Institute and implement systems to deal with environmental issues, ensuring compliance and reporting.
- Evaluating effectiveness of system through regular audits and management reviews.
- Continual Improvement in our environmental performance.

The following shall be followed by the contractor:

1. Contractor and their associates must be aware of our Environment policy and shall demonstrate their involvement, responsibility and accountability for sound environment performance.
2. Contractor shall ensure participation in training on environment, as conducted by the concerned dept. or training section of organization.
3. Contractor must maintain good housekeeping; protect air, water and land.
4. Contractor shall ensure proper use and storage of materials and proper disposal of wastes in line with applicable laws.
5. Contractor shall not indulge in any activity which can cause pollution and has to work in close co-ordination with Environment Management Department at the concerned location. .
6. Contractor shall not cut any tree without permission from EMD.
7. Contractor shall be deemed liable for any violation/ non-compliance to applicable Environment norm as per Client's Environment policy at their working location.
8. All vehicles of contractor entering and leaving the premises shall follow the company's standard environment protection protocol.

Annexure –II

General Health & Safety Conditions for Contractors:

Contractors engaged for carrying out activities for Jindal Steel & Power Limited (JSPL, defined herein as "Client") shall adopt following general health & safety conditions:

Accident Prevention Plan – Contractor shall submit its accident prevention plan to Client which shall include safety plan, safety policy, safety organization, standard work procedures, method statement, risk assessment processes, training and safety monitoring, systems. Such accident plans shall be suitable to the nature of contract awarded and shall be validated jointly by Engineer in-charge in consultation with Safety Head and shall be coordinated by Contract Cell. *For the purpose, contractor shall arrange a presentation before contract cell, engineer in-charge and safety head.*

Declaration of past safety records – Contractor shall submit his past safety records including accident history and investigation reports of major accidents to Contract cell who will in-turn forward it to Safety department. Contractor shall also submit its accident prevention plan to avoid similar accidents during execution of contracts awarded by Client.

Safety Organization – Contractor shall ensure to depute following positions on permanent basis to ensure the compliance to Client safety requirement:

Supervisor – Minimum one qualified skilled and experience supervisor up to 50 workers employed and additional supervisor per additional 50 workers. Such supervisor shall have minimum qualification of Graduation in Engineering with experience of minimum 2 years or Graduate in Science with experience of minimum 3 years in similar activities.

Safety Officer – Minimum one qualified safety officer up to 100 workers employed and additional safety officer per additional 100 workers. Such safety officer shall mandatorily have

- i) qualification of Diploma in Industrial Safety from recognized technical board of education (preferably from Regional Labor Institutes or Central Labor Institutes) or
- ii) M Tech in Health & Safety from a recognized University) in addition to minimum qualification of Graduation in Engineering and experience of minimum 2 years or
- iii) Post Graduation in Chemistry with minimum 3 Years of experience or Graduation in Science and experience of minimum 5 years in similar activities.

Qualification, skills and experience shall be verified by concerned Plant Head / Engineer In-charge in consultation with HOD (Safety).

However, if Engineer – in charge found any person suitable to carry out any particular job by virtue of his experience and skills he can give relaxation in the qualification in consultation with Unit Head deploy such person.

Manpower – Contractor shall ensure that manpower employed for executing the contract is qualified, skilled and experienced as per the job requirement and has the same has been approved by respective Plant Head / Engineer In-charge. Minimum qualification of safety critical trades (e.g. Crane operators, fitters, Fabricators, Hydraulic Fitter, electricians, loco operators,, etc.) shall not be less than ITI Certificate or equivalent and minimum five years of experience. Valid license and certification shall be required wherever applicable.

However, unskilled manpower can be deployed in non-hazardous activities like horticulture, keeping in non-hazardous areas, etc. but under the qualified, experienced and skilled supervision.

Medical Examination – Contractor shall ensure detailed pre-employment medical examination of every worker employed to ensure the physical fitness for particular work. Thereafter, detailed medical examination every year for those working in non-hazardous environment and once in six month for those working in hazardous work environment (e.g. high noise area, high temperature zone, chemical handling, airborne coal/dust, etc). Such medical examination shall conform to applicable legal and Client's standard requirement.

Equipment, machinery and tools– Contractor shall deploy certified, healthy and fit to use equipment & machinery required to execute the contract. Internal maintenance system shall be in place to ensure that such equipments and machinery are maintained in good working conditions and safe for use by workers by all respect. Some commonly safe practices to be followed mandatorily are but not limited to:

- Heavy equipment (Truck, Tractor, Hyva, Payload, Bus, Excavators, etc. shall not be more than five years old and fitness of such equipment shall be certified by Client Central Maintenance Department before first use and every 3 months thereafter. However, Client may allow deployment older equipment in special cases where the equipments are maintained in excellent working condition.
- Cranes, lifting tools & tackles and pressure vessels shall have a valid test certification from competent authority. A list of such equipment and valid test certificates shall be submitted to respective engineer in-charge prior to first use and thereafter at the time of every renewal.
- Manual hand tools and mechanical tools shall be in good working condition and conforming to applicable standards. Handmade & temporary tools shall not be permitted to use.
- Portable power tools both electrical and pneumatic (e.g. welding machine, grinding machine, buffing machines, cutters, portable lamps, or any other equipment require electrical connection through a plug top) shall be subject to contractor's internal inspection system and certification by concerned engineer in-charge or his team.
- Contractor's mobile equipment should possess valid and current P.U.C certificate, vehicle Registration paper, Insurance and vehicle fitness certificates before obtaining gate Pass.
- Contractor/agency shall submit the following papers/certificates before obtaining gate pass of vehicles.
 - Registration paper of the vehicle.
 - P.U.C. certificate
 - Valid insurance paper
 - Vehicle fitness certificate
 - Contractor/agency shall also submit renewed/ new certificates on expiry of PUC, insurance and fitness certificates timely.

Work Permit System – Contractor shall comply with Client’s work permit system. All non-routine and hazardous activities shall be carried out only after obtaining a valid work permit and compliance to the safety working conditions stipulated in the particular work permit. Such activities shall be carried out under strict supervision.

Personal Protective Equipment – Client gives top most priority to the protection of workers from hazards/risks they are exposed to during their day to day activity. Contractor shall ensure the provision of personal protective equipment certified conforming to and certified by Bureau of Indian Standard or any other equivalent or higher standard. The personal protective equipment so provided to workers shall be suitable to the work he is engaged in and ensure complete protection from the particular hazards/risks. *Safety helmet, safety goggle, respirator dust masks in dusty area, hand gloves, ear protection in high noise areas, safety shoes and complete body protection with cotton/fire retardant clothing are the mandatory protection to be provided.* In addition to mandatory personal protection, contractor shall provide job specific protection as per the requirement (e.g. welding face shield, gas cutting goggle, leather gloves for hot work, cut resistance hand protection for sharp edge material handling, gum boots in muddy area and log grass, full body safety harness for work at height, fall protection while ascending and descending on ladders to approach height, PVC suits, hand protection and face shield for handling chemicals, etc). Life saving equipments like self contained breathing apparatus, air line respirators etc shall be provided by Client wherever required.

Contractor shall ensure that gas detectors (Carbon monoxide, Ammonia, Chlorine, Oxygen Level, Hydrogen sulphide, etc) are provided to such workers exposed to such risks to warn them for timely evacuation in case of concentration of such gases/chemicals increases beyond threshold limits.

Client keeps the right to instruct the contractor for providing specific quality of personal protective equipments failure to which Client may arrange the same in the interest of personal safety and the expenses incurred in doing so shall be deducted from contractor’s running bill (Cost + 20% margin basis)

Training/Skill Enhancement – Contractor shall have its own training and skill enhancement program in place for his employees. It is mandatory to deploy or associate with external competent agencies to ensure that the workers are trained and their skill is enhanced with ongoing specific and refresher training programs. Contractor shall pay specific attention to the regular skill enhancement training of safety critical trades and maintain records accordingly.

Safety induction shall be mandatory for all contractor workers prior to issuance of Client gate pass. The instructor conducting the safety induction is empowered to screen any of workers not exhibit the capability of understanding the general safety rules of Client. The decision of instruction shall be the final and non-negotiable.

Contractor shall ensure conducting toolbox talks to workers by respective supervisors on daily basis. Such toolbox talks shall include the gist of standard procedure of carrying out a particular activity and job specific hazards/risks along with specific control measures/safety precautions to be implemented to prevent any untoward incident. Prevention of accident in contractor activities shall be given the top most priority.

Records of such training programs shall be maintained and submitted to Client’s authorities whenever asked for.

Working Hours – Contractor shall ensure the working schedules in such a way that no worker extend his working hours beyond 8 hours at a stretch. In case of extreme emergency situations where work can’t be stopped and reliever has not turned up, the worker may continue to extended hours by that time contractor shall arrange an alternative. This is significant to mention here that such practices are acceptable only in case of extreme emergency situations and shall not be accepted as a routine shift schedule. All workers shall be given compulsory weekly off.

Participation in Client’s Safety Activities – Contractor shall ensure the active participation by his staff and workers in various safety activities organized by Client like safety training programs, safety committee meetings, mass safety meetings, national safety day celebrations, fire safety week observance, etc and any other safety activities.

Safety Monitoring – Contractor shall ensure that its supervisor and safety officers conduct safety audit/inspections on daily basis to identify unsafe acts and unsafe conditions and take timely action to avoid any accident. Record of such audits/inspections and status of compliance shall be kept up to date and shall be submitted to Client’s authorities whenever asked for.

Support System/Structure – Contractor shall ensure that adequate support system has been established at his work site to mitigate the unexpected emergency situations (medical, unrest, accident, fire, etc.) to that timely help/assistance can be provided to affected persons.

Response to Safety Concerns – Contractor shall promptly respond to the safety concerns raised by Client authorities and submit the compliance status within the time-bound schedule. A record of every safety concern raised by Client authorities shall be kept up to date with compliance status and shall be submitted whenever asked for.

Incident Reporting, Recording and Investigation – Contractor shall report all incidents including minor or major and near-miss incidents promptly to respective Client safety department. Detailed investigation shall be carried out for all incidents and records shall be maintained along with compliance to prevent the recurrence. All major accidents shall be investigated by an independent team constituted by Client Top Management and contractor shall extend cooperation and support in timely investigation. Contractor shall also preserve facts and figures till the investigation is completed and shall be responsible for presenting eye witnesses from his team before the investigation committee for necessary interaction whenever required.

Disciplinary Action against Safety Violations – While Client extends its every possible support to contractors in ensuring the safety and health of its all stakeholders including contractors, it is necessary to have a disciplinary action mechanism for repeated safety violation. The table given below mentions a summary of disciplinary actions may be taken against the contractor or its employees if repeated safety violations are reported:

S. N.	Type of Safety Violation	Frequency	Action	
			Monetary (Rs)	Disciplinary
1	PPE Related	First	2000/-	Warning Letter-1
		Second	5000/-	Warning letter-2
		Third	10000/-	Contract Termination
2	Traffic Safety Related	First	2000/-	Warning Letter-1
		Second	5000/-	Warning letter-2
		Third	10000/-	Contract Termination
3	Non-compliance to safety audit findings	First	10000/-	Warning Letter-1
		Second	20000/-	Warning letter-2
		Third	30000/-	Contract Termination
4	Lost Time Accident	First	20000/-	Warning Letter-1
		Second	30000/-	Warning Letter-2
		Third	50000/-	Contract Termination
5	Fatal Accident	First	500000/-	Contract Termination
6.	Any other which may cause danger to life and health of workers	As decided by an independent committee constituted by Client's top management		

The above list of penalty and disciplinary actions is symbolic in nature. The same may be increased if decided by an independent committee constituted by top management for investigation of a particular case. The decision of committee shall be final and non-negotiable.

First Aid/ Emergency Contract: Contractor shall submit First Aid/ Emergency Contact no. to Engineer In charge and also should display it clearly at it’s office & area of work. Contractor should contact Engineer in Charge in case of any First Aid/ Emergency requirement.

General – Above safety conditions of contract are in general. Specific safety conditions for a specific contract shall be stipulated by concerned engineer in-charge at the time of raising service request and the same shall abide by contractor. The contractor shall also comply with other safety requirements stipulated under The Indian Factories Act, State Factories Rules and other applicable acts/rules, applicable standards and Client guidelines/instructions issued from time to time.

ANNEXURE-A6**STATUTORY AND SAFETY COMPLIANCE**

The statutory and legal conditions shall be applicable to all labour intensive jobs and the contractor shall have to strictly comply with all the clauses mentioned hereby:

- 1. Labor Act:** Contractor shall abide by all provision of contract labor (R&A) act 1970 and other applicable labor laws and rules made there under from time to time.
- 2. Labor License:** Before commencement of work, Contractor shall submit labor license (if applicable) from competent authority to the JPL's P&A officer through Engineer-In charge.
- 3. Gate Pass:** Before commencement of work, Contractor has to arrange gate pass for his workmen from JPL's P&A officer as per JPL's standard norms.
- 4. PF registration:** Before commencement of work, Contractor shall submit the Provident Fund Registration No. and ensure to recover provident fund amount from wages of all workmen and deposit to the Provident fund authorities and submit a copy of the same by 20th of every month to the JPL's P&A officer through Engineer-In-charge. In case, contractor fails to produce documentary evidence of PF recovery and deposition, JPL will arrange to deposit the same to the Provident fund authorities and the amount along with overheads @30% will be recovered from the contractors bill.
- 5. Workmen Insurance:** Before commencement of work, Contractor shall obtain Insurance policies under Group Personal Accident Policy & Workmen's Compensation Policy covering employment accidental benefit up-to Rs. 4.0 Lacs through each policy (total 8 Lacs) and furnish the copy of it to the JPL's P&A officer through Engineer-In charge. In case of non-submission of Insurance Policies before start of work, 5 % (Five percent) of the Monthly Bill values shall be retained by JPL until the Contractor presents the copy of Policy document.
- 6. Wage Payment:** Payment to contractor's workmen shall be disbursed on or before seventh day of the wage period in presence of the JPL's P&A officer & Engineer-In charge or their duly authorized representative who shall certify on the payment sheet/register for fulfillment of provision of law. In case of failure to make payment to the workmen within 07(seven) days after wage period, JPL will arrange for labor payment and the amount along with overheads @30% will be recovered from the contractors bill.
- 7. Bonus & Retrenchment:** Contractor shall have to pay its workmen the bonus as per applicable act. Moreover, retrenchment benefits to workmen under Inter State Migrant act if being retrenched shall be paid by contractor.
- 8. Records, Register and Display Notices:** Contractor must maintain statutory registers and records as applicable under various labour laws. Contractor must displays notices in front of his office in Hindi& English as required under various labour laws.
- 9. Statutory Reimbursement:** Any payment against statutory obligations, if applicable and specified explicitly under JPL's scope, such as PF, ESIC, insurance etc. shall be reimbursed at actual by JPL on producing documentary evidence by the contractor.
- 10. Code of Conduct:** The contractor shall have to follow JPL's standard Code of Conduct. If the contractor is found violating the same or influencing JPL staff by any offerings or other inducements, the contract shall stand terminated with immediate effect and the contractor may be debarred to work for a period as decided by JPL.
- 11. Work Permit:** Work on any equipment or in any area should be started only after ensuring valid permit. Before starting the work, contractor shall submit detailed work program, milestone of different activities, safety & quality plan and any other relevant documents required for the work to the Engineer-in-charge for his approval, after which work shall be started as per the approved program.
- 13. Tools & Tackles:** Contractor will have to produce fitness test certificate of all lifting tools and tackles being used by him from any outside competent person.
- 14. Vehicle:** All the vehicles (except used by specific person) to be deployed by contractor shall be fit for use in all respect. The Vehicle must be commercially registered with the transport authority and must carry all statutory documents (valid Driving license, Insurance policy, P.U.C. certificate etc.)
- 14. Labor Health & Hygiene:** Contractor shall have to ensure periodical cleaning and disposal of waste from workers residential colonies. Contractor must ensure the hygiene, potable drinking water and regular housekeeping in his workers colony. Non compliance of the same would be viewed seriously by the company and suitable action would be initiated to ensure proper living conditions. During summer this area becomes very hot and prone to the cases of dehydration. Contractor must ensure the provision of ORS drink to all the workers during summer.

ANNEXURE-B1**WORK DESCRIPTION -**

Loading of Ash from JPL Ash Silo/Ash pond, Transportation of Fly Ash from Jindal Power Ltd (JPL), Tamnar and Unloading at Gare Palma IV/2 and IV/1 (**Lead - 15 Kms**) for Back filling of mine void for restoration and mine closure on firm price basis as per the below mentioned terms and condition.

For every increase or decrease upto 01 km from 15 kms, the rate shall accordingly increase or decrease by Rs 5 per MT per KM.

Fly ash should be covered with tarpaulin or polythene sheets to avoid any dust emission during transportation. Closed Body Trucks (CBT) will be preferred.

If the Contractor is deploying 16 Wheeler Dumper for transportation work, then the Contractor has to deploy its own excavator or equivalent at its cost for unloading work.

1.SCOPE OF WORK:

1. The work shall include Fly Ash Transportation from JPL Ash Silo to Gare Palma IV/2 and 3 and IV/1.
2. Job is categorized in Loading, transportation and dumping -Loading from ash silo and dumping in the allocated areas. The weightment of dumpers shall be at JPL Weigh-Bridge and weightment recorded for final payment.
3. Total Ash Transportation Qty. around 14000 – 15000 MT/Day for Gare-IV/1 and IV/2&3 each.
4. Job is categorized in Loading of Fly Ash from Ash Dyke.
5. All the Vehicles / Equipment should be in good condition. If breakdown occurs frequently, JPL may stop the work or impose penalty as deemed fit.
6. Diesel /fuel, lubricants, vehicle maintenance shall be in contractor's scope.
7. The contractor should ensure continuous availability of adequate no. of vehicles and other equipment for transportation for the abovementioned quantity of ash.
8. All care should be taken by vendor to avoid any dust emission during transportation. Dumpers shall be covered with Tarpaulin for transportation of the ash to avoid its spillage on the road.
9. All the Vehicles / Equipment should be in good condition. If breakdown occurs frequently, JPL may stop the work or impose penalty as deemed fit.
10. Diesel /fuel, lubricants, vehicle maintenance shall be in contractor's scope.
11. JPL shall not be responsible for cessation of work for any local reason like strike, road blockage, SECL issue, legal issue etc.
12. No Idle charges for vehicle/equipment & other resource overhead shall be entertained.
13. The contractor should not cut or damage any tree / plantation /soil of the land allocated for ash dumping. Suitable action as per government rule shall be imposed on the contractor in case of violation.
14. Any loss, damage to your team / resource or to the JPL resource & property while executing the work shall be in your account.
15. The contractor should ensure and follow all safety & legal compliances as per RTO and DGMS guideline. The Contractor has to submit the valid documents RC, DL Fitness certificate etc. against the same to the ash utilization cell.

16. VTC and Medical test is mandatory for all drivers and JPL will conduct VTC and medical tests for two drivers per vehicle at its own cost. However, the cost of conducting tests for additional drivers will be borne by the vendor agencies.
17. There should not be any ash spillage on road during transportation from the contractor's vehicle. If found so, the same shall be cleaned by the contractor without any extra cost and contractor will be fully responsible for the same.
18. The trucks/dumpers after loading with conditioned fly ash should be covered with good quality tarpaulin sheets to avoid any dust emission during transportation.
19. Deployment of labour, driver and competent resources shall be in contractor's scope. Supervisor must be available at the site in all the day and night shift to ensure proper loading and covering of the vehicles.
20. Any local disturbance like agitation, road blockage, strike, any labour problem should be handled by the contractor.
21. If any dispute arises due to ash dumping other than the specified area without permission of JPL Engineer in charge of Ash Utilization Cell Dept, then the contractor will be liable for penalty by JPL for twice the value of expenses for handling the situation.
22. Fly ash unloading sites clearance shall be given by JPL mines authority. (i.e. where fly ash needs to be unloaded).
23. Fly ash should be unloaded at designated site only, and if found anywhere else, heavy penalty may be imposed.
24. All Instruction and rules of SECL authority have to be followed by contractor, which will be provided by our mines engineer time to time.

SPECIAL CONDITIONS OF CONTRACT FOR FLY ASH TRANSPORTERS

1. Height of the loaded ash should not cross the height of dumper body (to avoid spillage).
2. Providing and Loading of Ash from Ash Silo area is under JPL Scope.
3. JPL will provide only Ash at Ash Dyke area and all loading related work/issues to be taken care by Contractor only.
4. Loading of ash must be done under supervision of helper/ khalasi as overflowing of ash during loading is strictly prohibited.
5. PPE shall be provided to his workmen.
6. The contractor shall be fully responsible for the safety of his workmen & shall take necessary precautions to avoid any accident. JPL shall not be responsible for any theft of vehicle and its parts.
7. Height/Quantity of the loaded ash should be as per minutes of meeting and not cross the height of dumper body (to avoid spillage).
8. Any incident during transportation shall be in the scope of contractor.
9. Water Tanker to be provided by contractor at site as well as in plant (ash unloading area and dumper route), if required.
10. Any violation of the Environmental /legal front will attract penalty. The Contractor has to ensure No pollution of fly ash during transportation and at dumping area to the locality. In case of any pollution during above work, vendor shall be liable to pay any penalty imposed by the Govt. Regulatory Authority or JPL Authority.
11. JPL will provide only fly ash at Ash Silo (JPL) and all the related work/issues to be taken care by Contractor only.
12. Fly ash should be unloaded at the designated site ONLY and if found anywhere else, then heavy penalty may be imposed by JPL upon the Contractor.
13. After loading of trucks with fly ash, it should be covered with tarpaulins and tied properly so as to

- arrest the spillage.
14. Loading of ash must be done under supervision of helper/ khalasi as overflowing of ash during loading is strictly prohibited.
 15. PPE shall be provided to his workmen by transporters. Driver/Helper of the trucks/Dumpers must wear PPE and reflective jacket.
 16. No driver shall be engaged for long hours. Ensure rest for the drivers for safety of the drivers as well as vehicle.
 17. The contractor shall be fully responsible for the safety of his workmen & shall take necessary precautions to avoid any accident. JPL shall not responsible for any theft of vehicle and its parts.
 18. Contractor shall be solely responsible for violation of plant & road safety norms. In case of any mis-happening, JPL shall not beresponsible for the same.
 19. Any violation of the Environmental /legal front will attract penalty. The Contractor has to ensure No pollution of fly ash during transportation and at dumping area.
 20. Adequate free board in trucks should be kept to avoid over flow spillage during transportation.
 21. In case of any spillage in route during transportation of fly ash, the contractor shall ensure that spilled ash is collected and transported to the disposal site immediately and that area to be cleaned /washed properly at his cost.
 22. The speed limit of vehicles carrying fly ash should be strictly enforced and in no case same shall exceed 40 KM per hour.

2. Other Important Conditions

- Contractor is to provide competent and expert person as Site In-charge, who shall be responsible for all the works under this contract shall meet the EIC for necessary instructions. Site In-charge deployed must have requisite & enough experience of the jobs.
- Any loss, damage to your competent team / resource or to the JPL resource & property while executing the work shall be in your account.
- Work shall be carried out under the overall direction & instructions of JPL Engineer-In-Charge as per the schedules. No deviation is accepted in any of the scope of work.
- Accommodation and fooding, Lodging and Boarding, To & Fro, Local conveyance of Contractor's executives and entire team is in Contractor's scope.
- Rates shall remain fixed during till completion of Contract.
- All equipment, HSD, tools and tackles, consumables, resources and any arrangement required for execution of work shall be in scope of contractor.
- Safety precaution during execution of work shall be in Contractor scope. The Contractor has to ensure use of proper safety equipment's during execution of work at site.
- If the contractor fails to complete the work, JPL has right to get the work executed by engaging other competent agency at their risk and cost.
- All statutory liabilities like PF, ESIC, Insurance, License etc. related to and arising out of the contract shall be in Contractor scope.

MOBILISATION PERIOD:- 01 Week from the date of LOI/Order confirmation.

CONTRACT PERIOD: (12) Months subject to requirement of JPL and satisfactory performance of the Contractor

DIESEL ESCALLATION / DE-ESCALLATION CLAUSE FOR TRANSPORTATION WORK:-

HSD BASE RATE – Rs 96.50 per Ltr

For any variation in the diesel prices upto Rs. 5/- Per Ltr., there shouldn't be any escalation and de-escalation of rates. Beyond this variation in the diesel prices, rates shall be escalated / de-escalated @ 44% of the price difference in the diesel prices on monthly basis.

Escalation/De-escalation amount = Old Freight x $[0.44x (a-b)/b]$

The transporter shall submit the price data for the previous month on the first date of every month and JPL shall confirm the escalation (plus or minus), payable for the month.

a # Average of Diesel Rate in that month

b # Base Rate of Diesel i.e., Rs. 96.50/- Per Ltr.

Diesel Price (a) = Average of diesel prices on each day of a month on the Pump price at Fuel pump in Tamnar / Raigarh. The calculation is as follows;

Average of Diesel Price in Apr.'23 = $(a_1 + a_2 + a_3 + \dots + a_{30})/30$

a 1 = Diesel price on 1st Apr.'23

a 2 = Diesel Price on 2nd Apr.'23

a 30 = Diesel price on 30th Apr.'23

If the diesel price change (a-b) is less than Rs. 5/- Per Ltr. for a particular month, then NO reimbursement / recovery shall be done in that month.

Escalation/De-escalation amount calculated as per the formula mentioned above shall be reimbursed /recovered separately on monthly basis.

PAYMENT TERMS:

100% running payment shall be made on fortnightly basis within 15 days as per actual execution of work and against submission of verified invoices from JPL Engineer In-charge and submission of Contract Performance Guarantee of 5% of the Contract Value as PBG or Fixed Deposit in the name of JPL. If PBG/CPG instruments are not submitted by the Contractor, then 5% Security deposit/Retention shall be deducted from running bills against Contract Performance Guarantee or Performance Guarantee.

Retention will be released after completion of Work Order Lot Quantity (before any amendment). If quantity does not exhausted than retention will be release in every 03 month. Retention will be released only after claim submitted by transporters.

Escalation/De-escalation amount calculated as per the formula mentioned in the Order shall be reimbursed /recovered separately on monthly basis.

GST @ 5% is applicable as RCM on Goods Transport.

Bank Charges, if any, shall be in Contractor's scope.

SAFETY CLAUSE

1. Contractor shall provide all safety PPEs like, safety shoes, gum boot, reflective jacket, nose mask, etc of good quality ISI marked to the workers and ensure their use by the workers.

2. The contractor shall be fully responsible for the safety of his workmen & shall take necessary precautions to avoid any accident.
3. Contractor shall be sole responsible for violation of plant & road safety norms. In case of any mishappening, JPL shall not be responsible for the same. The contractor shall provide necessary medical aid to his workmen at his own cost during any incident/accident at site. The contractor shall be responsible for all risks involved, liabilities and obligations arising out of the contract under any provisions of law enforced from time to time.
4. Penalty against ash spillage / mal operation:
 - a) First time (irrespective of dumper number): Rectification / cleaning charges + 30 % overhead
 - b) Second time (irrespective of dumper number): Rectification /cleaning charges+ 30% overhead
 - c) Third time: Termination of the contract and forfeiture of security amount.

OTHER TEMRS AND CONDITIONS:-

1. Trolley mounted dumpers shall be strictly prohibited into the mine premises.
 2. Carrying weight in each dumper should not be more than the permissible limit (As per the RTO Passing)
 3. Top of every Dumper should be properly covered with Tarpaulin. The arrangement of platform at suitable place at fly ash dumping station & engagement of manpower for safe removal of Tarpaulin shall be in vendor scope.
 - 4 No person other than operator is allowed in a dumper.
 - 5 Distribution of PPE in good condition (Helmet, safety shoe, Goggles etc.)
 - 6 Submission of Dumper's Health certificate from OEM at the time of engagement & periodic check-up & certification to be done from OEM.
 - 7 Road worthiness/safety features of engaged vehicles to be checked & certified by colliery engineer as per DGMS guidelines. - Refer the DGMS Circular No.06 of 2020. Dhanbad dated 27.02.2020.
 - 8 Follow the duties of Dumper operator as mentioned in Regulation 63 of CMR-2017. - Refer the Regulation 63 of CMR-2017
 - 9 Each vehicle details includes:
 - a. Copy of RC Book (Not more than Three years old).
 - b. Copy of Valid PUC certificate.
 - c. Copy of Driver's HMV License.
 - d. Copy of Driver's Aadhar Card.
 - e. Valid Insurance Paper
 - f. Copy of I-Card issued by Mines Authority.
- All above details of each dumper shall be submitted to Mines authority.
- 10 Every operator must go through IME (Initial Medical Examination) and PME (Periodic Medical examination).
 - 11 In case of long absenteeism of any operator, a fresh/new permission will be required to start the duty.
 - 12 The engaged vehicles should not be too old (Maximum- 3 Years old)
 - 13 The driver should not deployed more than 8Hrs.

14 Records & Registers: Contractor must maintain statutory Records & Register as per DGMS norms.

15 In the event of breach of statutory laws & regulation the contractor, the Client reserves the right to terminate the contract and no payment shall become due and payable to the contractor.

16 Code of safe practices shall be prepared & implemented for transportation, dumping and compaction of fly ash

17 Whatever new concerned guidelines issued by DGMS in future shall be implemented & acceptable for the vendors.

18 Disciplinary action against safety violations: While client extends its every possible support to contractors to ensuring the safety and health of its all stakeholders including contractors, it is necessary to have a disciplinary action mechanism for repeated safety violation. The table given below mentions a summary of disciplinary actions may be taken against the contractor or its employees if repeated safety violations are reported:

S. N. Types of safety violation Frequency Disciplinary action Monetary (Rs)

a PPE Related First Rs.2000 + Warning letter-1
Second Rs.5000 + Warning letter-2
Third Rs.10000 + Contract Termination

b Traffic Safety Related First Rs.2000 + Warning letter-1
Second Rs.5000 + Warning letter-2
Third Rs.10000 + Contract Termination

c Non-compliance to safety audit findings. First Rs.10000 + Warning letter-1
Second Rs.20000 + Warning letter-2
Third Rs.30000 + Contract Termination

d Lost Time Accident First Rs.20000 + Warning letter-1
Second Rs.30000 + Warning letter-2
Third Rs.50000 + Contract Termination

e Fatal Accident First Rs.5000000 + Contract Termination

NOTE :

1. The Driver should have valid driving license.
2. The vehicle must have all statutory documents like RC, Insurance and Fitness etc.
3. HSD shall be in Contractor account.
4. Accommodation and Fooding, Insurance and Safety during execution of work shall be in Contractor scope.
5. All the operations will be carried out under supervision of a competent person of JPL.
6. The weightment of dumpers shall be at JPL Weigh Bridge and weightment so recorded for fly ash shall be final for payment.
7. The contractor has to take all safety precaution and ensure all availability and usage of PPE's and Road Safety during execution of work at site as per the job requirement.
8. Loading and transportation of the dumpers should fulfill RTO norms.
9. DGMS and Environment compliances to be followed strictly by the contractor.
10. Tarpaulin to be tied properly to ensure no spillage of ash during transportation and Supervisor to be deployed at Gare IV/1 unloading point.
11. All statutory liabilities like PF, ESIC, Insurance, License etc. related to and arising out of the contract shall be in Contractor scope.

ANNEXURE-B2

LIST OF CONSUMABLES, T & P AND SKILLED COMPETENT RESOURCE REQUIREMENT

<u>S.No.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>TOTAL</u>

ANNEXURE-C1

PRICE BID

SI No.	Work Description	UOM	Qty	Rate (in Rs)	Value (in Rs)
1	Fly Ash Transportation work from Ash Silo / Ash Dyke to Gare IV 2/3 and Gare IV/1 (Lead 15 Kms) For every increase or decrease upto 01 km from 15 kms, the rate shall accordingly increase or decrease by Rs 5 per MT per KM.	MT	8500000		
2	Loading charges through Excavator from Ash Dyke as per requirement basis.	MT	3500000		
Total Basic Value (in Rs)					
Tax Details					
Other's if any					
Total Contract Value (in Rs)					

Note:-

- i) The quantity mentioned is purely on tentative basis and may increase or decrease subject to performance of the Contractor and requirement of JPL, Tamnar.
- ii) The Contract may be awarded to one to more agencies for execution of work.
- iii) JPL may cancel or shortclose the Order, if performance of the Contractor is found unsatisfactory.

We hereby declare that we have thoroughly & carefully studied this tender document and have clearly understood its contents as given below:

- i. **Scope of work.**
- ii. **Technical Specifications.**
- iii. **Special Conditions (Technical).**
- iv. **All Commercial Terms and Conditions.**
- v. **General Conditions of Contracts.**
- vi. **Statutory and Safety Compliance.**
- vii. **All Statutory requirements.**
- viii. **Conditions of Purchase Order.**
- ix. **Other terms (Commercial)**

and subsequently agree to comply with all the requirements of tender document as specified therein.

From: M/s-----
 Company Seal & Signature with date-----
 Contact Person: -----
 Contact No: -----
 Email:-----

Please put your signature with seal on all the pages of our tender documents as your token acceptance OR else shall be considered that you have understood & accepted complete scope of work, Technical Specifications, Commercial and all other terms & conditions of tender documents.

Jindal Power Ltd

Registered Office Tamnar 496 107, District Raigarh, Chhattisgarh

T +91 7767 281701-08 / 302000 / 302004 **F** +91 7767 281995-281993 **W** www.jindalpower.com

Corporate Office Jindal Centre, 12 Bhikaji Cama Place, New Delhi 110 066 W www.jindalpower.com

Corporate Identity Number: U04010CT1995PLC008985

ANNEXURE-C2

OTHER TERMS:

1. Every Bidder is expected to visit & know the nature and site location of the work before quoting the rates. Rates once quoted cannot be increased under any circumstances due to any reason whatsoever. It is also to be noted that no extra charges will be paid for leads/lifts in course of carrying out the works over & above the accepted rates on plea that the contractor has misjudged the quantum of works of leads/lifts etc.
2. The Contract period shall remain valid for 12 months from the date of LOI/Order confirmation.
3. The Contract agreement starts from the receipt of LOI / Order and work shall be completed as per indicated scheduled date.
4. The contractor should ensure before start of work all safety, statutory & legal compliances and should submit the proof to concern department at JPL.
5. The rates of Work Contract are inclusive of Supply, expert service charge; Skilled & Un-Skilled resource charges, consumables, special tools & tackles hire, PF, Insurance, Safety Compliances and all Govt. Statutory as well as other incidental charges.
6. Prices should be firm for all till completion of contract & work.
7. The lifting, shifting, transportation, loss / damage of any material issued from JPL designated stores shall be in contractor's scope. The material issued by JPL shall be reconciled with JPL Central Stores prior to the submission of monthly running bills.
8. Any loss, damage to contractor's competent team / resource or to the JPL resource & property while executing the work shall be in contractors account.
9. JPL shall not be responsible for cessation of work for any local reason like any blockage, etc
10. Work shall be carried out under the overall supervision & guidance of JPL Engineer-In-Charge as per the schedules after taking permission by him.
11. Lodging, Boarding & Fooding, To & Fro, Local conveyance is in contractors scope unless otherwise stated specifically.
12. Suitable penalty shall be imposed as per JPL General Condition or Special Condition of contract in case of delay and noncompliance of work as per said scope of work and other terms & conditions as mentioned in our tender documents.
13. JPL General Conditions of Contract, Statutory & Safety Compliance as applicable are attached for your ready reference. All necessary safety precautions to be take care by contractor.

Price bid and Technical / Qualifying bid shall be put in separate sealed envelope which will be submitted on or before the date and time specified on page no 01 i.e. (Tender's specs page), failing to which will disqualify/reject your offer outrightly.

We request you to submit your offer in the **ABOVE FORMAT ONLY** on your company's / firm printed letter head and in a sealed envelope, as per above **enquiry format**.

Note: Kindly despatch the documents ONLY by Flying /First Flight Courier mentioning door delivery up-to M/s Jindal Power Limited Tamnar Raigarh C.G. 496107

**AUTHORIZED SIGNATORY
JINDAL POWER LIMITED
TAMNAR, RAIGARH – 496107**

ANNEXURE-C3

PROFORMA OF BANK GUARANTEE FOR ADVANCE PAYMENT

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT, IF ANY, OF THE COUNTRY OF THE ISSUING BANK)

Ref. _____

Bank Guarantee No. _____

Date _____

Jindal Power Limited,
Tamnar-496 107
District Raigarh,
Chhatisgarh.

Dear Sirs,

In consideration of Jindal Power Limited (hereinafter called the 'Owner' which expression shall unless repugnant to the subject or context include its administrators, executors and permitted assigns) having awarded to M/s _____ having its Registered office at _____ (hereinafter called the 'Contractor' which expression shall unless repugnant to the subject or context include its administrators, executors and permitted assigns) a contract No. _____ dated _____ valued at Rs. _____ for _____ (Scope of Work) (hereinafter called the 'Contract') and the 'Owner' having agreed to make an advance payment to 'Contractor' for performance of the above 'Contract' a sum of Rs. _____/- (Rupees _____ only) payment representing _____% of the Contract value of Rs. _____/- (Rupees _____ only) in terms of the said 'Contract'. We _____ (Name of the bank & address) do hereby covenant and agree with you as follows:

1. We hereby undertake to indemnify you and keep you indemnified to the extent of the sum of Rs. _____/- (Rupees _____ only) from and against all losses and damages that may be caused to or suffered by you in relation to the advance payment paid by you to the 'Contractor' as aforesaid by reason of any default or defaults on the part of the 'Contractor' in due supply & commissioning of the 'Goods' (as defined in the above 'Contract') or carrying out any works under the said 'Contract' in respect of which such advance payment as aforesaid has been made by you to the 'Contractor' or otherwise in the observance and performance of any of the terms and conditions relating there to in accordance with the true intent and meaning thereof and in the event of any default or defaults on the part of the 'Contractor' as aforesaid, we shall forthwith on demand pay to you any sum or sums not exceeding in the total of the said sum of Rs. _____/- (Rupees _____ only) as may be claimed by you from the 'Contractor' by way of refund of such advance payment or any portion or otherwise as your losses and/or damages by reason of such default or defaults on the part of the 'Contractor' as aforesaid without demur or without reference to 'Contractor'.
2. Notwithstanding anything to the contrary, we agree that your decision as to whether the 'Contractor' has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Bank Guarantee but shall pay the same forthwith without any objection or excuse.
3. We undertake to pay to you any or all money so demanded from time to time during the validity of the Bank Guarantee notwithstanding any dispute or disputes raised by the 'Contractor' in any suit or proceeding pending before any court of Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal.
4. The Payment (s) so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment hereunder. This Bank Guarantee will also be discharged upon return of its original to us.

This Bank Guarantee shall come into force simultaneously with your making the said advance payment to the 'Contractor' and shall not be revoked by us any time during its currency without your previous consent in writing.

5. Unless extended, this Bank Guarantee shall remain in force till _____ (*) provided however that, should it be necessary to extend, we shall extend forthwith the period of this Bank Guarantee on your / contractor's request till such time as may be required by you.
6. You will have fullest liberty without affecting this Bank Guarantee to postpone for anytime or from time to time any of your rights or power against the 'Contractor' and either to enforce or forebear to enforce any of the terms or conditions of the said 'Contract' and we shall not be released from our liability under this Bank Guarantee by the exercise of your liberty with reference to the 'Contractor' any variation or modification of the said 'Contract' or any other forbearance, act or omission on your part or any indulgence shown by you to the 'Contractor' or by any variation or modification of the said 'Contract' or any other act, matter, or thing whatsoever which under the law relating to sureties would, but for the provisions hereof, have the effect of so releasing us from our liability hereunder. Provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. _____/- (Rupees _____ only) as aforesaid or extend the period of this Bank Guarantee beyond the said period unless extended in writing in terms of clause 5 above.
7. In order to give full effect to this Bank Guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of your claims against the 'Contractor' under this 'Contract', hereby guaranteed by us as aforesaid and we hereby expressly waive all our suretyship and other rights if any, which are in any way inconsistent with the above or any other provisions of this Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid or the subsequent adjustment made against such advance in terms of the Contract from the running bills of the Contractor this Bank Guarantee will cover your claim or claims against the 'Contractor' under this 'Contract' from time to time arising out of or in relation to your such advance payment to the 'Contractor' aforesaid and in respect of which your demand or notice in writing be issued to us before ----- .@
9. This Bank Guarantee and the power and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto given to you by us (whether jointly with other or alone) and now existing un-cancelled and that this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. This Bank Guarantee shall be a continuing guarantee and shall not be discharged by any change in the constitution of the 'Contractor' or ourselves, nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concerns. We shall not revoke this Bank Guarantee during currency, except with your prior consent in writing or upon return of this Bank Guarantee in original.
11. Unless a claim or demand is made on us in writing on or before @ _____ all your rights shall be forfeited and we shall stand released and discharged from our liability hereunder.
12. We have power to issue this Bank Guarantee in your favour and the undersigned, who are executing this Guarantee, have the necessary power to do so on behalf of the Bank under the _____ Act, _____.
13. Notwithstanding anything contained herein above:
 - a. our liability under this Bank Guarantee shall not exceed Rs. _____/- (Rupees _____ only).
 - b) this Bank Guarantee shall be valid only up-to (*) or up-to the period extended whichever is later;
and
 - c) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ @.

Attorney as per Power of Attorney No. _____ Date _____

(*) The date will be the scheduled date of Commissioning of Goods at Site as per the above said 'Contract'.

@ The date will be ninety (90) days after the scheduled date of Commissioning of Goods at Site as per the above said 'Contract'.

Note: 1) The Stamp paper of appropriate value shall be purchased in the name of the Bank who issues the " Bank Guarantee".

2) In case of domestic Bidders, the Bank Guarantee shall be from an Indian Nationalised Bank or from following schedule Private Banks

- | | |
|---------------|--------------------|
| a) ICICI Bank | e) ABN Amro |
| b) HDFC Bank | f) HSBC |
| c) IDBI Bank | g) Bank of America |
| d) Citi Bank | |

3) In case of foreign Bidders, the Bank Guarantee shall be from the foreign branch of the Indian Nationalised Bank/scheduled Private Bank as stated above. Alternatively, foreign Bidder may also, if he so desire, submit the Bank Guarantee from the foreign bank provided such Bank Guarantee is confirmed by an Indian Nationalised Bank/schedule Private Bank as stated above.

**AUTHORIZED SIGNATORY
JINDAL POWER LIMITED
TAMNAR, RAIGARH – 496107**

ANNEXURE-C4

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT, IF ANY, OF THE COUNTRY OF THE ISSUING BANK)

Ref. _____

Bank Guarantee No.

Date

Jindal Power Limited,
Tamnar-496 107
District Raigarh,
Chhatisgarh.

Dear Sirs,

We refer to the Contract No. : _____ signed on _____ [dated] (“the Contract”) between you and _____ (“the Contractor”) concerning _____ (Brief description of the Scope of work).

By this Bank Guarantee, we, the undersigned, _____ a Bank (or Company) organized under the laws of _____ and having its Branch office at _____ and registered / principal office at _____ do hereby irrevocably guarantee payment to you up to ten (10%) of the Contract Price until Ninety (90) days beyond the Defect Liability Period.

We undertake to make payment under this Bank Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Bank Guarantee shall be to pay you the sum so requested or the amount then guaranteed hereunder whichever is less in respect of any demand duly made hereunder prior to expiry of the Bank Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Bank Guarantee shall be valid from the date of issue until Ninety (90) days beyond the Defect Liability Period of the Facilities i.e. up-to an inclusive of _____ (year, month and date).

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

If the Defect Liability Period is extended with respect to the Facilities in accordance with the Contract, the validity of this Bank Guarantee shall be extended with respect to ten percent (10%) of the Contract Price of that part until expiry of 90 days beyond such extended Defect Liability Period.

Our liability under this Bank Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder within one month from the date of such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Yours truly,

Name of the Bank

.....

Authorized Signature

Signature of Witness.

Name

Address.....

Note:

1. **The non-judicial stamp papers of appropriate value shall be purchased in the name of the Bank who issues the 'Bank Guarantee'.**
2. **Performance Security is to be provided by the successful bidder in the form of a Bank Guarantee which should be issued either:**
 - (a) **by a reputed bank located in the country of Employer and acceptable to the Employer, or**
 - (b) **by a foreign bank confirmed by either its correspondent bank located in the country of Employer which should be reputed and acceptable to the Employer, or**
 - (c) **by a Public Sector Bank in the country of Employer.**

All banks except Public Sector Banks of the Employer's country shall have with overall international corporate rating or rating of long term debt not less than A- (A minus) or equivalent by a reputed rating agency.

.....

**AUTHORIZED SIGNATORY
JINDAL POWER LIMITED
TAMNAR, RAIGARH – 496107**

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT, IF ANY, OF THE COUNTRY OF THE ISSUING BANK)

Ref. _____

Bank Guarantee No.

Date

Jindal Power Limited,

Tamnar-496107

District Raigarh,

Chhatisgarh.

Dear Sirs,

In consideration of Jindal Power Limited (hereinafter called the 'Owner' which expression shall unless repugnant to the subject or context include its administrators, executors and permitted assigns) having awarded to M/S _____ having its Registered office at _____ (hereinafter called the 'Contractor' which expression shall unless repugnant to the subject or context include its administrators, executors and permitted assigns) a contract No. _____ dated _____ valued at Rs. _____ for _____ (Scope of Work) (hereinafter called the 'Contract') and the same has been unequivocally accepted by the 'Contractor' and the 'Contractor' having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire 'Contract' equivalent to _____ being ____ % of the said value of the 'Contract' to the 'Owner'. We _____ (Name of the bank & address) do hereby covenant and agree with you as follows:

1. We hereby undertake to indemnify you and keep you indemnified to the extent of the sum of Rs. _____/- (Rupees _____ only) from and against all losses and damages that may be caused to or suffered by you by reason of any default or defaults on the part of the 'Contractor' in performance of the 'Contract' or carrying out any works under the said 'Contract' or otherwise in the observance and performance of any of the terms and conditions relating there to in accordance with the true intent and meaning thereof and in the event of any default or defaults on the part of the 'Contractor' as aforesaid, we shall forthwith on demand pay to you any sum or sums not exceeding in the total of the said sum of Rs. _____/- (Rupees _____ only) as may be claimed by you from the 'Contractor' as your losses and/or damages by reason of such default or defaults on the part of the 'Contractor' as aforesaid without demur or without reference to 'Contractor'.
2. Notwithstanding anything to the contrary, we agree that your decision as to whether the 'Contractor' has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this guarantee but shall pay the same forthwith without any objection or excuse.

- 3 We undertake to pay to you any money so demanded from time to time notwithstanding any dispute or disputes raised by the 'Contractor' in any suit or proceeding pending before any court of Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal.
- 4 The Payment (s) so made by us under this guarantee, shall be a valid discharge of our liability for payment hereunder. This guarantee will also be discharged upon return of its original to us.
This guarantee shall come into force from the date of this Guarantee and shall not be revoked by us any time during its currency without your previous consent in writing.
- 5 Unless extended, this guarantee shall remain in force till _____ (*) provided however that, should it be necessary to extend, we shall extend forthwith the period of this guarantee on your request till such time as may be required by you.
- 6 You will have fullest liberty without affecting this guarantee to postpone for anytime or from time to time any of your rights or power against the 'Contractor' and either to enforce or forebear to enforce any of the terms or conditions of the said 'Contract' and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to the 'Contractor' any variation or modification of the said 'Contract' or any other forbearance, act or omission on your part or any indulgence shown by you to the 'Contractor' or by any variation or modification of the said 'Contract' or any other act, matter, or thing whatsoever which under the law relating to sureties would, but for the provisions hereof have the effect of so releasing us from our liability hereunder. Provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. _____/- (Rupees _____ only) as aforesaid or extend the period of this guarantee beyond the said period unless extended in writing in terms of clause 5 thereof.
- 7 In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of your claims against the 'Contractor' under this 'Contract', hereby guaranteed by us as aforesaid and we hereby expressly waive all our suretyship and other rights if any, which are in any way inconsistent with the above or any other provisions of this guarantee.
- 8 Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the 'Contractor' under this 'Contract' from time to time arising out of or in relation thereto and in respect of which your demand or notice in writing be issued to us before -----@.
- 9 This guarantee and the power and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto given to you by us (whether jointly with other or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
- 10 This guarantee shall be a continuing guarantee and shall not be discharged by any change in the constitution of the 'Contractor' or ourselves, nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concerns. We shall not revoke this guarantee during currency, except with your prior consent in writing or upon return of this Bank Guarantee in original.
- 11 Unless a claim or demand is made on us in writing on or before @ _____ all your rights shall be forfeited and we shall stand released and discharged from our liability hereunder.
- 12 We have power to issue this Guarantee in your favour and the undersigned, who are executing this Guarantee have the necessary power to do so on behalf of the Bank under the _____ Act, _____.
- 13 Notwithstanding anything contained herein above:
- a) our liability under this Bank Guarantee shall not exceed Rs. _____/- (Rupees _____ only).
- b) this Bank Guarantee shall be valid only up-to (*) or up-to the period extended under clause 5 whichever is later; and

c) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ @.

WITNESS

(Signature)	(Signature)
(Name)	(Name)
(Address)	(Designation with Bank Stamp)

Attorney as per Power of Attorney No. _____ Date _____

- (*) The date will be the scheduled date of Commissioning of 'Goods' at Site as per the above said 'Contract'.
- @ The date will be ninety (90) days after the scheduled date of Commissioning of the 'Goods' at Site as per the above said 'Contract'.

- Note:
- 1) The Stamp paper of appropriate value shall be purchased in the name of the Bank who issues the " Bank Guarantee".
 - 2) In case of domestic Bidders, the Bank Guarantee shall be from an Indian Nationalised Bank or from following schedule Private Banks:
ICICI Bank
HDFC Bank
IDBI Bank
 - 3) In case of foreign Bidders, the Bank Guarantee shall be from the foreign branch of the Indian Nationalized Bank/scheduled Private Bank as stated above. Alternatively, foreign Bidder may also, if he so desire, submit the Bank Guarantee from the foreign bank provided such Bank Guarantee is confirmed by an Indian Nationalised Bank/schedule Private Bank as stated above.

AUTHORIZED SIGNATORY
JINDAL POWER LIMITED
TAMNAR, RAIGARH – 496107