

## 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/OB/GAREPALMA/19-20/004   |
| 2. Tender Subject                  | :Excavating overburden, including drilling in all kinds of Strata, loading into tippers, transportation & unloading |
| the                                | Excavated materials and dumping over fly ash at Designated places. Dozing of fly ash and water sprinkling.          |
| 3. Deadline for Submission of Bids | : 11.01.2020 by 5.00 PM   |
| 4. Opening date of tender          | : 13.01.2020  |
| 5. Opening time of tender          | : 03:00 PM  |
| 6. Date of Issue                   | : 27.12.2019  |
| 7. Issued to                       | : M/s   |
| 8. Estimated Cost Rs.              | :   |

This specification contains 31 numbers of pages/Leaves, which includes this covering note and Annexure.

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Jindal Power Ltd

Registered Office Tamnar 496 107, District Raigarh, Chhattisgarh

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CIN No. - U04010CT1995PLC008985

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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 bidder shall be forfeited, if bidder 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 OPENING:**

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

**General Manager-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.

**11. 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. Incase if any bidder feels that prices quoted by him in price bid are required to be changed due to change in technical details, commercial terms and conditions, the bidder should inform the owner immediately and submit the revised price bid/cover prior to scheduled date of opening of price bid subject to approval of competent authority. Revised price bid/cover will be opened 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: Refer Annexure”B-1”**

- 12.1 The Bidder shall provide satisfactory evidence (jobs on similar equipment/systems of large size coal based thermal power plant) to carry out the operation and maintenance as per the scope of work mentioned in section. List of all contracts executed along with copies of orders and customer’s certificates regarding successful execution of contract to be furnished.
- 12.2 The Bidder shall provide satisfactory evidence for requisite experience persons for carrying out the operation and maintenance of the awarded contract.
- 12.3 The Bidder should have adequate financial stability and capability to meet the financial obligations pursuant to the Works covered in the Bidding Documents.

**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.

**QUESTIONNAIRE**

**To be filled up completely by the bidder.**

1. Name & Address of the Bidder:

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2. Whether bidder is  
a. Propriety concern  
b. Firm  
c. Company

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**If answer is "Yes" against below please tick (✓)**

a. Whether documentary evidence is enclosed

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b. Whether certified necessary Power of Attorney is enclosed

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c. Whether certified true copy of regulation articles of association,

Special or General Power of attorney is enclosed.

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4. Whether the Service Provider will execute the proposed work himself  
Or through their authorized person/ firms.

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5. Whether Banker's Certificate regarding Financial status is enclosed

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6. Whether latest Income Tax clearance Certificate enclosed.

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7. Whether copies of P & L account/ Balance sheet for last 5 Yr is enclosed

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8. Whether experience record is enclosed.(Please enclosed photocopies)

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9. Whether list of technical qualified personnel is enclosed.

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10. E.P.F. No. of Service Provider is enclosed.

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11. Whether copy of labor license is enclosed

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12. Whether bidder is agreeable to Furnish Security Deposit  
(Bank Guarantee OR Deduction from RA bills)

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13. Whether bidder is agreeable for JPL's standard penalty clause as  
mentioned in tender documents.

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14. Whether validity of submitted bid is six (6) month from date of opening

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15. Payment terms mentioned & enclosed.

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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.

**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 REGISTRARTION FORM, <b>IF REGISTERED SPECIFY JPL REGISTERED VENDOR CODE.</b>             |                   |                    |
| 2      | PAN CARD COPY   |                   |                    |
| 3.     | TIN NUMBER COPY   |                   |                    |
| 4.     | TAN NUMBER COPY   |                   |                    |
| 5.     | GST 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.    | DEALERSHIP CERTIFICATES LATEST  |                   |                    |
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**GENERAL CONDITIONS OF CONTRACT****1. Agreement:**

Contractor's acceptance of the work order in writing shall constitute contract between him and JPL. 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.

**2. Offloading & Subletting of Job:**

Contractor shall not offload/ sublet the job given to him without prior approval and permission in written from M/s JPL for any contract in full/ partial.

**3. Measurement of Work:**

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 labour intensive jobs, it is mandatory to maintain and submit daily report of workmen attendance duly verified by EIC.

**4. 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. 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.

e. JPL will release the payment after all deductions as per specified conditions and statutory rules within 15 days after receipt of the invoice. HOD (Finance & Accounts), JPL shall be the paying officer.

**5. Taxes & Duties:**

a. Unless otherwise specified, all taxes, duties, levies, charges etc. that may be applicable to this contract is deemed to have been included in the contract price. GST, as applicable, must be indicated in the bills separately. This will be paid only if supported by documentary proof of payment. The bills shall be prepared & raised along with following information:

i. Tax Credit documents should be original. The document should be serially numbered either with numbering machine, or pre-printed stationery or computer printed with date.

ii. The document should contain the name, address and GST Registration Number of the service provider.

iii. The document should contain our name & address as "Jindal Power Limited, P.O. & Tehsil - Tamnar, Raigarh (C.G.) – 496107".

iv. The document should contain classification of services, for example "Engineering Consultancy Services", "Erection, Commissioning & Installation services" etc.

v. The document should contain description of service provided, value of taxable service provided, the amount of GST payable.

b. As regards Indian Income Tax, Surcharge on Income Tax, Withholding Tax or any Corporate Tax, JPL shall not bear any Tax liabilities whatsoever. The contractor shall be liable and responsible for payment of all such taxes, if attracted under the provisions of law. JPL shall however, deduct applicable taxes at source like TDS under Income Tax Rules and Work Contract Tax under C.G. VAT Act as per law from time to time from bills / payments to be made to the contractor and will issue the TDS Certificate for the same to the contractor.

c. As regards the payment of Welfare Cess under Building and other Construction worker (RE & CS) Acct 1996, all the Building and Construction Contractor whose contract value is more than Rs 10 Lac or more, shall be liable to pay welfare cess @ 1% of the contract value and submit the documentary evidence with P&A department.

d. In case any contractor fails to meet the above statutory requirement, the same will be deducted from its bills directly.

**6. Deductions and Penalties:**

a. JPL 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 JPL 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.

d. Any intentional delay, or delay due to improper mobilization of men and material for executing the work by Contractor or any unprofessional attitude of Contractors causing delay, penalty @ 1% of the contract value for each week of delay shall be imposed subject to a maximum of 10% of the contract value.

e. In case in delay in completion of work due to reasons attributable to Contractor, he is liable to pay the liquidated damages @ 1% of the Total Order Value, for each completed week of delay or part thereof subjected to a maximum of 10% the Total Order Value.

f. In case of non-performance /continuous poor performances, the contract shall be terminated and the work shall be done by any other means at Contractor cost and risk. If the price of contract for the balance work shall be higher, the additional amount shall be recovered from Contractor's security deposit or any dues of this contract or any other contract that the Contractor may have taken in JPL.

g. The Contractor shall be solely responsible for any loss or damage to JPL property during the currency of this contract due to negligence, fraud etc. on the part of their personnel and will be liable to make the damages in good condition. In case of any JPL material is lost or damaged during execution of work due to Contractor negligence or wrong workmanship, the cost of the same as per prevailing market rate plus departmental expenses shall be recovered from Contractor bills.

h. For any accident due to the negligence of the contractor/ contractor's deployed agencies/workers or subcontractors, following penalties shall be levied.

i. For fatal accident – Rs. 5,00,000/-

ii. For reportable accident (Permanent disability) – Rs. 1,00,000/-

#### **7. Statutory and Labour Regulations:**

a. Contractor and his workmen shall abide by all statutory rules and regulations, including but not limited to Contract Labour Act, Workmen's Compensation Act, Minimum Wages Act, Employee Insurance Act, Group 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 labor license etc. that may be required to be obtained by the contractors.

b. Contractor shall comply & maintain all statutory records, registers and displays as required under various labour laws. Any deviation or fine levied by the Govt. authorities while their inspection will be recovered with penalty from contractor's running bills or security deposit.

c. Coverage under Employee Provident Fund & Miscellaneous Provisions Act is mandatory. You must obtain a new PF Code for all your workmen and staff from RPFC, Raipur only.

#### **8. Safety, Health & Environment:**

a. Contractor and his workmen shall abide by all Safety, Health and Environment rules and regulations of JPL. Any violation of the safety rule shall be viewed seriously and contractor shall be penalized as per JPL rule.

b. Contractor workmen shall have to obtain Gate pass before commencement of work, which shall be issued only after getting safety training & guidelines from JPL safety officer and ensuring medical fitness from JPL medical officer.

c. Contractor shall have to ensure minimization of pollution at source through environment friendly processes, techniques.

d. 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.

e. All safety equipment as per statutory requirements like helmets, safety shoes, safety belts and any other specific safety equipment required for the work will have to be provided by the Contractor to his manpower and will meet the following quality standards for PPEs:

1. Safety Helmet IS : 2925

Colour Code of the Helmets will be as under :-

Contract Supervisor : BLUE

Contract Workers : YELLOW

Fire Staff : RED

Name and Blood group should be displayed on the front side of helmet.

2. Safety Shoes IS : 15298

3. Safety Belt IS : 3521 (Only Double lanyard and full body harness type safety belt shall be provided by the contractor to their workers while working at height in plant premises.)

4. Welding Helmet IS : 1179

5. Face Shield IS : 8521

6. Ear Plug/ Ear Muff IS : 9167

7. Rubber Hand Gloves (Electrical) IS : 4770

8. Rubber / PVC Hand Gloves IS : 4770

9. Rubber/ PVC Coated Fabric Hand Gloves IS : 4501

10. Leather, Cotton and Canvas Hand Gloves IS : 2573

11. Rubber / PVC Coated Fabric Apron/ Clothing IS : 6110

12. Canister Type Gas Mask IS : 8523

13. Cartridge Type Gas Mask IS : 8522

14. Dust Mask IS : 9473

15. Eye – Protector IS : 5983

**All personnel employed by you for working inside the factory premises shall abide by all the safety, health, and environmental rules and regulations of JPL. Minimize pollution at source through environment friendly process, techniques and processes. Reduce fugitive emission from loading / unloading and transportation of material (where applicable).**

**-Your 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.**

#### **9. Discipline:**

The contractor and his workmen shall have to follow JPL's standard Code of Conduct and the Law of the Land. It shall be Contractor's responsibility to maintain and keep the deployed manpower in specified area only. If the contractor or his workmen is found violating the same or participating in unlawful activities, or influencing JPL staff by any offerings or other inducements, the contract shall stand terminated with immediate effect.

#### **10. Manpower/ Material/Consumable/Tools & Tackles:**

a. Contractor has to ensure availability of all the resources required for the job as follows:

- Skilled / Semi-skilled / Un-skilled Manpower
- Site-In-charge / Supervisors
- Drawing and Design
- Material
- Tools & Tackles

- Plants & Machineries
- General Purpose Consumables
- Commissioning Consumables and Spares
- Maintenance Consumables and Spares
- Measuring Instruments
- Scaffolding / Working Platforms Material
- Material Handling & Transportation Equipments

b. Lighting at work site will be Contractor's responsibility for which power supply of 220V will be provided by JPL free of cost. Only 24V supply will be permitted for lighting in confined spaces. Contractor has to ensure availability of 220V/24V transformers and bulbs for the purpose.

c. For the material / spares issued by JPL and used by contractor, record is to be maintained and submitted at the time of billing. The damaged spares replaced are to be kept in Contractor's custody and should be deposited to JPL stores immediately after the completion of work. The stock of the damaged spares / consumed material will be reconciled with the quantity issued. If the Contractor fails to do so, the cost of the same will be deducted from the Contractor's bill. The Contractor must return the unused spares / material issued.

#### **11. Insurance:**

The jobs wherein the entire scope of supply and service lies with contractor, he will have to take Insurance policy for Contract value including taxes for Storage cum Erection Policy for the period of contract. The contractor will provide third party insurance at the time of commencement of work or before release of any payment other than mobilization advance, valid for the contract period including extended contract period if any.

#### **12. 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 JPL 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 JPL and shall be vetted by them before the start of work.

#### **13. Indemnity:**

Contractor shall keep JPL indemnified from all liabilities resulting out of this contract and act of Contractor workman, including but not limited to taxes & duties, damages, penalties, fines, punitive measures, lawyer fees etc. of whatever nature due to non compliance by contractor in his scope of the applicable statutory laws, rules, notifications etc.

#### **14. Force Majeure:**

In case force majeure is established and one party informs the other promptly of such occurrences, no increase in price and / or any claim shall be made by the contractor. In case of very prolonged force majeure condition the parties shall mutually discuss and agree to the future course of action.

#### **15. Termination of the contract:**

For reasons covered elsewhere in this contract document, if the Contract is to be terminated, Fifteen (15) Days' prior notice shall be given by JPL. In such an eventuality, the Security Deposit and Outstanding payments, if any may also be forfeited at the sole discretion of JPL. However, if the Contractor desires to quit the Contract or JPL decides to short-close the contract, one month's prior notice shall be given by either party.

#### **16. Dispute Settlement:**

a. Any dispute or difference arising out of in connection of this contract shall be referred to the sole arbitrator Executive Director, OP Jindal Super Thermal Power Plant, Jindal Power Ltd., Tamnar, Raigarh (CG) and the decision given by the sole arbitrator will be conclusive and final and be binding on both the parties.

b. Arbitration, if arise, shall be resolved in accordance to the Indian Arbitration & Conciliation Act with latest revisions. This agreement being executed at Raigarh & the parties agreed that any dispute or differences arising out of this agreement would be subject to the jurisdiction of only Raigarh court.

**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. Incase, 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 upto 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.
- 12.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.
- 13.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****JOB DESCRIPTION**

- A. Excavating overburden, including drilling in all kinds of strata, loading into tippers, transportation & unloading the excavated materials, dumping over flyash kept at designated place coming from Jindal Power Ltd (JPL), Tamnar water sprinkling over dozed flyash as per directives of JPL Engineer In Charge.
- B. Hiring of Dozer–BD-65.**  
Dozer on monthly hiring for 24 hrs, which can doze over burden of mine as well as ash of power plant. Model -Minimum BD 65 in good condition **not more than two to three years old.**  
Duration-12 months.

**GENERAL TERMS & CONDITIONS****1. DEFINITIONS**

- i. The word “company” wherever occurs in the conditions means Jindal Power Limited (JPL), or its authorized representative or any other officer specially deputed for the purpose.
- ii. “The Agency” – The Agency means any agency who desired/ intended to dump Fly-Ash in the mine belonging to the custodian (presently SECL).
- iii. “The site” shall mean the site of the agreement work including land and any building and erections thereon and any other land allotted by the company for Agency’s use.
- iv. “Accepting” authority shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.
- v. A “Day” shall mean a day of 24 hours from midnight to midnight.
- vi. Engineer In-charge/ designated Officer In-charge for this agreement will be the one responsible for supervising and administering the agreement.
- vii. The “work” shall mean the works required to be executed in accordance with the agreement or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature , which in the opinion of the Engineer In-charge become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- viii. “Written notice” shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to an office of the Company to whom it is intended, or if delivered at or sent by registered mail/ email to the last business address known to him who gives the notice.

**2. AGREEMENT DOCUMENTS**

The following documents shall constitute the Agreement documents:

- i. Articles of Agreement
- ii. Conditions of Agreement including General Terms and Conditions, special notes, additional terms and conditions, vocational training & safety norms etc.

**3. DISCREPANCIES AND ADJUSTMENT THEREOF:**

The document, forming part of the agreement are to be treated as mutually explanatory to on another.

3.1 In the event of varying or conflicting provisions made in any of the document/s forming part of the agreement, the accepting authority’s decision/ clarification shall hold good with regard to the intention of the document or agreement, as the case may be.

**4. SECURITY DEPOSIT**

The security deposit shall bear no interest.



## 5. RESPONSIBILITY OF THE AGENCY

- (i) The company reserves the right to let another Agency in connection with the project, also work and the Agency/Agencies shall co-operate in the work.
- (ii) The Agency/Agencies shall employ only competent, skillful and orderly men to do the work. The Engineer-in-charge shall have the right to ask the agency to remove from the work site any men of the agency who in his opinion is undesirable and the agency will have to remove them immediately on receipt of such orders.
- (iii) Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendation by all applicable law codes, statutes and regulation will be observed by the Agency.  
In case of accidents, he/they shall be solely responsible for compliance with all the requirements imposed by the workmen's compensation Act or any other similar laws in force and shall indemnify the company against claim on this account, if any.  
The Agency shall at all times exercise reasonable precaution for the safety of employees in the performance of his/their agreement and shall comply with all applicable provisions of the safety laws drawn up by the State or Central Government or Municipalities and other authorities in India. The Agency shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.
- (iv) List of vehicles to be allowed in the mines premises shall be provided and the Agency shall take permissions from Engineer-in-Charge along with list of manpower including supervisor. Agency shall be responsible for Initial Medical Examination, Vocational training, I-Card, Driving license of its workmen with due permission from Engineer-in - Charge.
- (v) In case of any accident arising out of non-compliance of any of the conditions it shall be the sole responsibility of the Agency who shall be liable to compensate the loss.
- (vi) The Agency shall familiarize themselves with and be governed by all laws and rules of India and local statutes and orders and regulation applicable to his/their work.
- (vii) The Agency shall furnish to the Engineer-in-Charge or his authorized representative with work reports from time to time regarding the Agency organization and the progress made by him/them for the timely execution of the work as per the agreement.
- (viii) The Agency shall not engage any person who is less than 18 years of age or females during night hours as required by relevant law.
- (ix) The manpower reported duty must enter their attendance in the prescribed format while entering into the mine premises.

## SPECIAL TERMS & CONDITIONS

1. The Agency shall deploy adequate number of matching equipment for the satisfactory execution of the work.
2. Only tipping trucks/dumpers with mechanical unloading arrangements shall be deployed by the Agency and in no case "**Dala trucks / vehicles**" shall be deployed or permitted to be deployed for the work.
3. Safety Features to be incorporated in Tippers/Trucks will be part of the agreement and the Agency will be accepted and implemented in to-to.
4. Only the equipment as elaborated above, in good and safe condition, having valid fitness certificate permits/licenses etc. (wherever applicable) and in respect of which the required taxes/fees have been deposited and which are properly covered by insurance shall be deployed for the work.
5. The company shall have the right to inspect or arrange inspection of the vehicles/equipment deployed by the Agency for the work at any time and to declare any vehicle/equipment unsafe and ask for its immediate withdrawal from the site/operation. The Agency shall ensure prompt/immediate compliance of the same without any dispute.
6. Only experienced, skilled and disciplined operators/drivers of sound health, good behavior and antecedents having valid and requisite driving/statutory license shall be

- deployed by the Agency for operating the equipment/driving dumpers deployed for the work.
7. In no case any unauthorized driver of the tipping trucks or operator of pay loader/equipment shall be permitted.
  8. The Agency shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory and timely execution of the work. A list of all such persons shall be kept in the office of the Agency and a copy of the same shall be furnished to the Engineer-in-Charge as and when required. All these persons shall be regular employees and under direct administrative control of the Agency and the management of the company shall have no responsibility/liability whatsoever in this regard.
  9. No addition or alteration to the size of the body or any such tipping truck/ dumper shall be carried out, without prior approval of the JPL Engineer-in- Charge. The truck/dumper shall be loaded only up to the maximum carrying capacity and shall not be overloaded under any circumstances.
  10. No manual workers shall be engaged by the Agency for loading/unloading of the truck/dumper, under any circumstances whatsoever.
  11. The Agency shall bring/ take back and arrange for the transportation of the dumper/truck/equipment, men and materials required for the work at his cost.
  12. Agency's dumper/tipping truck should ply only on specified routes/roads. In case, plying of the dumper/tipping truck on any other route become necessary due to any reason, prior approval for the same shall be taken by the Agency from the JPL Engineer-in-Charge. In case of violation of this provision a suitable penalty may be imposed on the Agency and/or the agreement shall be terminated/Security deposit /Bank Guarantee may be forfeited.
  13. The work shall be executed round the clock or during specified period on all days of the week as directed by the JPL Engineer-in-Charge and the Agency shall be obliged to comply with the same..
  14. **The Agency should not have any claim whatsoever for the idleness of his equipment/dumpers due to non-availability of working site or any dislocation en-route and/or for any other reason.**
  15. The company shall have no responsibility/liability whatsoever for any accident/damage to the Agency's vehicle / equipment while in transit and/ or while engaged in work.
  16. If the company suffers any loss on account of suspension of work or for idling of its equipment/employees or on any other account or damage to its property, due to any failure on the part of the Agency or due to any act of omissions or commission on the part of his representative/employees or from the trucks/ equipment of the Agency, the value of the same as assessed by the company shall be recovered from the security deposit. The decisions of the company in this regard shall be final and binding on the Agency.
  17. The Agency shall provide proper foot-wears, DGMS approved helmets, dust mask florescent jacket, safety appliances and other PPEs (personal protective equipment) to his employees as provided in the law, at its own cost. In case of failure on the part of the Agency to provide such PPEs to its workmen/ employees, the company may provide the same to the employees at the cost of the Agency.
  18. Attested photocopy of driving License of all drivers/operators shall be deposited with the company.
  19. The owner of the Agency or his authorized person will attend site co-ordination meeting as fixed by the Engineer in-charge from time to time to discuss all issues related to works in general and progress in particular.  
A site order book shall be kept at the site of work as far as possible, all orders regarding are to be entered in this book. All the entries shall be signed by the Engineer or his representative and Agency or his representative. The site order book shall not be removed from the work site and Agency or his representative shall be bound to take note of all instructions and directions meant for the Agency.
  20. Jurisdiction in case of disputes. This MoU shall be governed by laws of India. Parties shall amicably resolve any dispute arising from this agreement and failing such amicable settlement the parties shall move to Civil Court Raigarh Area.
  21. The said **agreement/ order** could be terminated or suspended by JPL, in case the above

- said terms and conditions are not satisfied/ are being violated by giving one month show cause notice, as required. The suspension however shall be effected immediately with service of show cause notice. The agreement/ order will be terminated if the causes for such violations are not found satisfactory.
22. Recommendations/ Findings of the DGMS inquiry will be applicable to the Agency in case of occurrence of any accident related to the work.
  23. All the modalities, methodology, provisions related with work and issues related with Mines Act 1952, Coal Mines Regulation 2017 will be accepted and implemented by the Agency.
  24. Any other amendments in the laws, by-laws as well as directives, instructions, circulars, orders issued by the competent authorities from MOC, GOI, State Govt, CG, regulatory authority, DGMS, CIL/SECL issued from time to time related with fly-ash dumping will be applicable to the agency.

### **SOP FOR DUMPING OF OB AT GARE PELMA IV/2&3**

#### **1. Organisation**

The entire organization shall be placed under the charge of a Site/ resident Manager authorized in writing by the Agency who shall be responsible and capable to own and take the operational decisions and in each shift it shall be kept under the supervision of a supervisor.

#### **2. Machinery Used – Available in working codition**

Excavators 350 or 380(minimum to handle blasted OB) - 3.5 cum capacity - Minimum 1 no, considering 1X4000 Cum per day= 4,000 Cum per day (max)

Tippers- Suitable for Mine Roads 3nos (min)

Water Sprinklers / Water Tankers

Drill M/C- matching with OB

#### **3. Operating practice of Dumper/ Tipper/Truck**

- i) On entering the tipping area the tipper operator/Truck operator must ensure the general condition of the dump yard especially the edge of the dump yard.
- ii) No edge dumping shall be done. A dozer engaged by JPL shall be used for pushing, the dumped material regularly.
- iii) At the edge of the dump a safety berm will be made to be left by the dozer operator. In any event this berm should not be less than one meter in height.

#### **6. Safety features required in Tipper / Trucks**

- 1) Cabin Guard Extension: Canopy shall cover the operator's cabin fully.
- 2) Exhaust / Retard Brake: Device to control the speed of truck while operating down the gradient. Refer DGMS (Tech) Circular 02 of 2004.
- 3) Propeller Shaft Guard: Propeller shaft guard as per specified in DGMS (Tech) Circular 10 of 1999.
- 4) Tail gate protection: Protection of operator against collision either by head on or head to tail.



- 5) Limiting speed device: Enable mine management to decide the maximum speed of vehicle to be operated in mine. The device may be Electronic or Mechanical type speed governors.
- 6) Audio visual alarm while reversing: The audio-visual alarm provided should confirm to DGMS (Tech) Circular No 01 of 2010.
- 7) Provision of two brakes: One of brakes shall be fail safe. For details refer DGMS circular 09 of 1999.
- 8) Body lifting position locking arrangement: A hooter along with an indication is provided to indicate the body is still in lifted position.
- 9) Fire Suppression System: Refer DGMS circular 10 of 2004. The fire suppression system shall be a factory fitment and of approved type from Directorate.
- 10) Blind spot mirror: Operator can have view in blind spot area.
- 11) Fire resistant hoses at hot zone: To decrease chance of fire.
- 12) Electric wires and sleeves are to be of fire resistant quality: To decrease chance of fire.
- 13) Turbo Charge Guard and exhaust tube coated with heat insulated paint: To decrease chance of fire.
- 14) Battery Cut Off Switch: To decrease chance of fire.
- 15) Retro reflective reflectors on all sides: For visibility of truck during night.
- 16) Seat belt reminder: To alert operator for using the seat belt.
- 17) Proximity vision system: To alert operator when approaching after vehicles / obstruction.
- 18) Rear vision system: To assist operator during reversing. Refer DG Circular No 12 of 2009.
- 19) Auto dipping system: To reduce glaring on eyes of operator during night operation.
- 20) Load Indicator and Recorder: Enables management to detect and prevent over loading.

## **7. Safety features required in Dozer**

Every dozer, drill shall be maintained in good and safe working condition and shall be provided with—

- i) efficient warning devices;
- ii) front and rear lights of adequate intensity and a portable lamp for use in emergency, unless the loading equipment is not intended to be used beyond day-light hours; and
- iii) an approved type of portable fire extinguisher or other approved type fire suppression system in efficient working condition so placed as to be within easy reach of the operator;
- iv) fire resistant hydraulic hoses in place of ordinary hoses to decrease the chance of fire and fire resistant sleeves and conduits where cable/wire is used;
- v) a retractable ladder for mounting onto the machine;
- vi) propel seat belt for operator;
- vii) turbo charge guard,

All dozers shall also be provided with roll over protection.

The operator's cabins of every shovel, pay loader and other HEMM shall be well designed and substantially built and air-conditioned so as to render adequate protection to the operator against heat, dust, noise etc. A seat belt for the safety of the operator shall also be provided in the equipment/HEMM.

## **8. Responsibility of the Contractor (Regulation No.39 of CMR:2017):-**

### **(1) A contractor deployed in a mine for any work shall**

(a) establish effective ongoing communication and co-ordination between appropriate levels of supervisors, officials and senior officials of the mine prior to commencing work, which shall include provisions for identifying hazards and the measures to eliminate and control risks;

b) ensure arrangements for reporting work related injuries and diseases, ill health and incidents among his workers while performing work in the mine;

c) provide relevant workplace safety and health hazards awareness and training to their workers prior to commencing and as work progresses as necessary; and

(d) ensure compliance of the provisions of the Act, and the rules and regulations framed thereunder.

**(2) When deploying contractors, the owner, agent and manager shall ensure that:**

(a) the same safety and training requirements apply to the contractors and their workers as to the workers of the establishment; where required, only such contractors are deployed that have been duly registered or hold licenses; and

(b) the contract specify safety and health requirements as well as sanctions and penalties in case of non-compliance and such contract shall include the right for mine officials to stop the work whenever a risk of serious injury is apparent and to suspend operations until the necessary remedies have been put in place.

**9. Responsibility of the Contractor (Regulation No.39 of CMR:2017)**

**(1) A contractor deployed in a mine for any work shall-**

(a) establish effective ongoing communication and co-ordination between appropriate levels of supervisors, officials and senior officials of the mine prior to commencing work, which shall include provisions for identifying hazards and the measures to eliminate and control risks;

b) ensure arrangements for reporting work related injuries and diseases, ill health and incidents among his workers while performing work in the mine;

c) provide relevant workplace safety and health hazards awareness and training to their workers prior to commencing and as work progresses as necessary; and

(d) ensure compliance of the provisions of the Act, and the rules and regulations framed thereunder.

**(2) When deploying contractors, the owner, agent and manager shall ensure that:**

(a) the same safety and training requirements apply to the contractors and their workers as to the workers of the establishment;

(b) where required, only such contractors are deployed that have been duly registered or hold licenses; and

(c) the contract specify safety and health requirements as well as sanctions and penalties in case of non-compliance and such contract shall include the right for mine officials to stop the work whenever a risk of serious injury is apparent and to suspend operations

**SPECIAL TERMS AND CONDITIONS**

1. The contract shall be for a period of 12 months

2. The Contract agreement starts from the receipt of LOI / Order and work shall be completed as per indicated scheduled date.

3. The rates & contract terms are firm, fixed and binding for contract period.

4. The rates of above work as specified are inclusive of Driver, Helper, Maintenance, Equipment Hiring, Services, Special tools & tackles hire, PF, Insurance, all Govt. Statutory, Fact / Mines Act & DGMS Act Compliances etc and other incidental charges.
5. Providing competent skilled, semi-skilled & unskilled resource as per said scope of work to attend the job at JPL site as & when required basis.
6. In case of accumulation of work & bulk task the contractor shall provide additional resource for uninterrupted maintenance & services.
7. Lodging, Boarding & Fooding, To & Fro, Local conveyance is in the scope of contractor.
8. 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 this document.
9. JPL General Conditions of Contract, Statutory & Safety Compliance as applicable are attached for your ready reference. All necessary safety precautions to be taken care by contractor.
10. Work shall be carried out under the overall supervision & guidance of JPL Engineer-In-Charge as per the schedules after taking permission.
11. Before start of the work, the contractor should ensure all safety, statutory & legal compliances and should submit the proof to concern department at JPL.
12. JPL's standard terms for GCC and SCC shall be applicable against this contract.

#### **Deductions and Penalties:**

- a. JPL 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 JPL 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.
- d. Any intentional delay, or delay due to improper mobilization of men and material for executing the work by Contractor or any unprofessional attitude of Contractors causing delay, penalty @ 1% of the contract value for each week of delay shall be imposed subject to a maximum of 10% of the contract value.
- e. In case in delay in completion of work due to reasons attributable to Contractor, he is liable to pay the liquidated damages @ 1% of the Total Order Value, for each completed week of delay or part thereof subjected to a maximum of 10% the Total Order Value.
- f. In case of non-performance /continuous poor performances, the contract shall be terminated and the work shall be done by any other means at Contractor cost and risk. If the price of contract for the balance work shall be higher, the additional amount shall be recovered from Contractor's security deposit or any dues of this contract or any other contract that the Contractor may have taken in JPL.

#### **Note:-**

- a) Rate shall be firm during entire period of Contract till its completion
- b) EMD amount in the form of DD in favour of Jindal Power Ltd of Rs 6.00 Lakhs to be deposited alongwith the offer.
- c) Work shall be measured and verified by a third party engaged by JPL

- d) No idle claim will be entertained in case of short term/ long term disruption of work from Coal India as they are the present custodian of the mines.
- e) Transportation vehicle/ Earth moving equipment deployed for the work should not be more than 03 years old.
- f) All the statutory compliance of the contractor of last 03 years should be cleared from competent authority
- g) Payment terms:- 100% monthly running payment shall be released against actual work execution duly verified invoices by JPL Engineer In charge.
- h) LD / Penalty clause:- As per General Conditions of Contract
- i) The agency has to submit credentials of similar and major work done in past along with the Offer.

**ANNEXURE-B2**

**QUALIFYING CRITERIA**

**Job Description:-** Excavating overburden, including drilling in all kinds of Strata, loading into tippers, transportation & unloading the Excavated materials, dumping, dozing with fly ash at designated places, maintenance of haul roads, water sprinkling & spreading of excavated material & leveling of dumps (Lead 0-1, 1-2 Kms).

- a) Experience in the relevant field (in years):-
- b) No. of Order executed of similar nature (in nos.):-
- c) Maximum value of Order executed of similar nature (in Rs):-
- d) Company Name in which job executed:-
- e) Equipment/Vehicle Details:-

| SI No. | Description of Equipment/vehicle | Type | Model (Year) | Ownership (own/rental) |
|--------|----------------------------------|------|--------------|------------------------|
|        |                                  |      |              |                        |
|        |                                  |      |              |                        |
|        |                                  |      |              |                        |
|        |                                  |      |              |                        |
|        |                                  |      |              |                        |
|        |                                  |      |              |                        |

- f) Others, if any:-

**Note:-** Supporting documents to be submitted along with this form.

**ANNEXURE-C1**

**PRICE BID**

| SL. NO.   | DESCRIPTION OF WORK   | QUANTIT Y | UNIT | RATE (in Rs.) excl. Diesel | VALUE (in Rs.) | Unit Diesel Consumption-Free Issue |
|---|---|-----------|------|----------------------------|----------------|------------------------------------|
| 1   | EXCAVATION OF OVERBURDEN, LOADING, SHIFTING / TRANSPORTATION, UNLOADING/DUMPING OF OVERBURDEN AT THE DESIGNATED PLACE .AND SPRINKLING BY WATER TANKER OVER DOZED FLY ASH. BIDDER HAS TO MAKE SITE VISIT AND MAKE HIS OWN ASSESSMENT OF THE LEAD OF OB TRANSPORTATION. | 1300000   | Cum  |                            |                | 0.35                               |
| 2   | DRILLING OF DIFFERENT TYPE OF STRATA OF OB  | 50000     | Mtrs |                            |                | 0.7                                |
| 3   | HIRING OF DOZER–BD-65   | 12        | MON  |                            |                |                                    |
| <b>TOTAL BASIC VALUE (IN RS)</b>  |   |           |      |                            |                |                                    |
| <p><b>Note :- Diesel shall be issued by JPL on free of cost basis as per above unit consumption norms and shall be used for following equipment</b></p> <ol style="list-style-type: none"> <li>1. <b>Excavator</b></li> <li>2. <b>Tipper(3 nos)</b></li> <li>3. <b>Water Tanker</b></li> <li>4. <b>Drill Machine</b></li> <li>5. <b>DOZER BD-65 *(Diesel @ 22 ltr/hr free issue from JPL)</b></li> </ol> <p><b>Measurement: Measurement of OB excavation shall be done in situ condition. Prior to the start of OB excavation reading of entire profiling to be taken by JPL EIC.</b></p> |   |           |      |                            |                |                                    |

**Other Terms and Conditions:-**

|  |                                 |  |
|--|---------------------------------|--|
| Taxes                                    |                                 |  |
| Accommodation and Fooding                | Contractor Scope                |  |
| Transit/Workmen/Staff/Resource Insurance | Contractor Scope                |  |
| Payment Term                             | As mentioned in tender Document |  |
| Other Points, if any                     |                                 |  |
| <b>TOTAL CONTRACT VALUE (in Rs.)</b>     |                                 |  |

**Note :-**

- i) Quantity mentioned in the Price Bid is on tentative basis. However, payment shall be made as per actual execution of work at JPL site.
- ii) Diesel shall be issued by JPL on free of cost basis based on the above unit consumption norms which shall be used for Excavator, Tipper(3 nos), water tanker, Drill Machine & Dozer.
- iii) The Contractor is requested to make site visit before submission of offer.
- iv) Diesel shall be issued by JPL on free of cost basis. However, lifting of Diesel from JPL Fuel Pump shall be in Contractor account.

**THE CONTRACTOR IS REQUESTED TO PROVIDE THE DETAILED COST BREAKUP OF THE ABOVE SERVICES.**

**Declaration by the Contractor**

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

**Scope of work.**

- i. **Scope of Work / Technical Specifications.**
- ii. **All Commercial Terms and Conditions.**
- iii. **All Statutory requirements.**
- iv. **Conditions of Tender Documents / Purchase Order and Contracts.**

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.

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 out rightly.

**ANNEXURE-C2****OTHER TERMS:**

1. Every Bidder is expected to visit & know the nature and site location of the work before quoting the rates
2. The Contract agreement starts from the receipt of LOI / Order.
3. The contractor should ensure before start of work all safety, statutory & legal compliances and should submit the proof to concern department at JPL.
4. The rates of Work Contract are inclusive of Supply as per scope if any, expert service charge; Skilled & Un-Skilled resource charges, consumables, special tools & tackles hire, PF, Insurance, Safety Compliances and all Govt. Statutory ,Factory Act, Mines/DGMS Act etc as well as other incidental charges.
5. Prices should be firm for all till completion of work.
6. 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 bills.
7. Any loss, damage to contractor's competent team / resource or to the JPL resource & property while executing the work shall be in contractors account.
8. Work shall be carried out under the overall supervision & guidance of JPL Engineer-In-Charge as per the schedules after taking permission by him.
9. Lodging, Boarding & Fooding, To & Fro, Local conveyance is in contractors scope unless otherwise stated specifically.
10. 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.
11. 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.
12. **LD:** Liquidated damages shall be applicable as per JPL GCC/SCC.
13. **JPL Reserves the Rights to place part order, if finalised on you.**
14. **PAYMENT TERMS:** Payment shall be made within 30 days after completion of work as per the actual executed quantity and certification by Engineer Incharge.
  - a) 90% running payment shall be made within 30 days against submission of verified invoices by JPL Engineer Incharge after completion of work.
  - b) 10% Security deposit shall be deducted from running bills against performance guarantee or Performance Guarantee of 10 % of Total Order Value for the contract period is to be submitted by the party in the form of performance bank guarantee. Security deposit shall be refunded after deduction if any, after successful completion of contract.
  - c) Taxes will be reimbursed on actual proof of documents after TDS/ Taxes deduction if any.

**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** on or before the due date.

**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**



**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 'Contract' 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 upto (\*) or upto 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 Nationalized Bank or from following schedule Private Banks
    - a) ICICI Bank
    - b) HDFC Bank
    - c) IDBI Bank
    - d) Citi Bank
    - e) ABN Amro
    - f) HSBC
    - g) Bank of America
  - 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 Nationalized Bank/schedule Private Bank as stated above.

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\_\_\_\_\_

**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,  
Chhattisgarh.

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. upto 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.

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

**ANNEXURE-C5**

**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 upto (\*) or upto 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.

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