

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/AU/MIS/
2. Tender Subject : "TRANSPORTATION OF FLY ASH THROUGH BULKER FROM JPL, TAMNAR, RAIGARH, C.G. TO CEMENT PLANTS"
3. Last date of issue of tender : 08.07.2022
4. Deadline for Submission of Bids : 20.07.2022
5. Opening date of tender : 21.07.2022
6. Opening time of tender : 04:00:00 PM
7. Date of Issue : 08.07.2022
8. Issued to : M/s
9. Estimated Cost Rs. :

For any Technical Query you are requested to contact Mr. Pankaj Urgaonkar, GM (AU), JPL on Mob. No. 9893101474.

This specification contains 27 numbers of pages/Leaves, which includes this covering note and Annexure.

Page 1 of 27

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

INDEX

DOCUMENT	PARTICULAR	PAGE NOS.
	PART-"A" BIDDING INFORMATION	
COVERING NOTE	INVITATION FOR BIDS	1
COVERING NOTE	INDEX	2
ANNEXURE-A1	INSTRUCTIONS TO BIDDERS	3-4
ANNEXURE-A2	QUESTIONNAIRE	5-6
ANNEXURE-A3	VENDOR REGISTRATION FORM	7
ANNEXURE-A4	LIST OF DOCUMENTS ENCLOSED	8
ANNEXURE-A5	GENERAL CONDITIONS OF CONTRACT	9-11
ANNEXURE-A6	STATUTORY AND SAFETY COMPLAINE	12
ANNEXURE-A7	GENERAL CONDITIONS OF PURCHASE ORDER (APPLICABLE ONLY IN CASE THE SUPPLY OF MATERIAL IS ALSO COVERED IN VENDOR'S SCOPE.	13-15
	PART-"B" SCOPE OF WORK & TECHNICAL SPECIFICATIONS	
ANNEXURE-B1	SCOPE OF WORK AND TECHNICAL SPECIFICATIONS	16
ANNEXURE-B2	LIST OF CONSUMABLES, T & P AND MANPOWER REQUIREMENT	17
	PART-"C" COMMERCIAL DOCUMENTS	
ANNEXURE-C1	PRICE BID	18
ANNEXURE-C2	OTHER TERMS	19
ANNEXURE-C3	ADVANCE BANK GAURANTEE FORMAT	20-22
ANNEXURE-C4	PERFORMANCE BANK GAURANTEE FORMAT FOR SUPPLY ONLY	23-24
ANNEXURE-C5	CONTRACT PERFORMANCE BANK GAURANTEE FORMAT FOR SERVICES ONLY	25-27

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. Incase 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:

- 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:	
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.

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 labor 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 30 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. Service / Sales Tax, 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 Service Tax 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 service tax payable and education cess thereon.
- 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. In Case of shortage of manpower suitable deduction (category wise) will be made.
- h. 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.
- i. 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 Labor Regulations:

- a. Contractor and his workmen shall abide by all statutory rules and regulations, including but not limited to Contract Labor 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 labor 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 RPF, 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
 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

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 Equipment
- 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, 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. 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.

GENERAL CONDITIONS OF PURCHASE ORDER

1. Scope – Acknowledgement of Order

The present General Conditions shall be applicable to purchase orders placed by JPL, unless otherwise specified in the order. The vendor shall return to JPL, the acknowledgement of the order, duly signed, within one week from the date of dispatch of the purchase order as a token of acceptance through courier/post/fax/scanned email. JPL reserves the right to cancel the order should the vendor make any alteration to the acknowledgement. Any action taken to execute the order from JPL, even if there has been no acknowledgement of the order, shall be deemed to constitute acceptance of the present General Conditions.

2. Execution of Orders

The vendor shall be solely responsible for the execution of the order in every respect, in accordance with the normal customs of the trade. He shall draw JPL's attention to any element likely to impede the satisfactory execution of the order, in particular by providing JPL at all times with all relevant information for this purpose.

3. Price

Unless otherwise stated, the unit prices as indicated in Purchase Order are the Ex-Works / shop / depot prices. Prices mentioned in the order shall remain firm and not subject to escalation till the execution of the order even though the completion/execution of the order may take longer time than the delivery period specified and accepted in the purchase order.

4. Price Revisions

Price revisions, if applicable, will be effective only if agreed and confirmed by the buyer in writing and shall not remain effective beyond the specified time limits if the delay is due to the vendor.

5. Packing & Forwarding

Unless otherwise stated explicitly in Purchase Order, P&F expenses will be deemed as **Inclusive** in the unit price.

6. Packing Conditions

You are requested to reduce packaging waste and minimize utilization of wood items for the packaging without affecting the quality. Any damage to material at the time of delivery at site, due to improper packing shall be the responsibility of vendor. Vendor has to ensure prompt replacement of such damaged items failing which appropriate actions will be taken as deemed fit.

7. Sales Tax CST/ VAT and Other Taxes

Sales Tax/VAT, levies and any other duties shall be shown separately in the invoice if payable extra. Any increase in the rates of taxes, levies and duties beyond delivery period stipulated in the purchase order shall be to Vendors' account. Vendor will furnish your Sales Tax Registration Number in all your invoices. The registration number indicated in the invoices shall have to be in force on the date of sale of goods.

8. Excise Duty

Extra as applicable at the time of removal from Vendor's premises and will be paid against submission of Original Copy of Transporters' Invoice, duly Authenticated. Vendor is to ensure that the duplicate copy of the Invoice is sent to the Destination / Consignee along with the material, without which Excise Duty amount will be retained. Present Rate of Excise Duty is @10% and CESS as @ 3% of Excise Duty.

9. Declaration

We are in the business of Generation, Transmission and Distribution of Electricity, which are non-excisable goods. Therefore we do not have Excise Control Code (ECC) number / Excise Registration No. If you are a SSI, please specify Notification Number and the Concessional duty applicable thereto. If duty is paid under protest then the Notification Number and date should be mentioned.

10. Delivery & invoices

Time is the essence of this order. Material shall be delivered within stipulated date in the order / delivery-schedule. The invoices shall be made in triplicate (3 copies) and shall accompany the material. The material along with the Original bill/Invoice shall be delivered to the following address;

MANAGER – CENTRAL STORES

Jindal Power Limited,

O.P.Jindal Super Thermal Power Plant

P.O. Tamnar, Dist. Raigarh (C.G.) PIN – 496107

11. Delivery Timings

09.00 to 13.00 hrs & 14.30 to 17.00 Hrs. except Sundays & Public Holidays.

12. Mode of Delivery

- a. F.O.R. JPL Central Stores: Vendor will send the materials through any reputed Bank approved transporter as mentioned below and will book the consignment on "Freight prepaid basis" for door delivery.
- b. F.O.R. Ex works: Vendor will book the consignment through any reputed Bank approved transporter as mentioned below on "Freight prepaid / Freight to be billed basis" for door delivery.
- c. Freight charges are payable by JPL against documentary evidence. d. Tax at Source (TDS) shall be deducted at source as per statute and applicable government laws.

Our preferred transporters:

M/s Associated Road Carriers (ARC), M/s Transport Corporation of India Limited, XPS.

13. Insurance

Insurance for the material in transit would be as per the terms agreed and mentioned in the Purchase Order. If this is agreed on 'Vendor's Scope', vendor shall ensure suitable coverage of the material on warehouse to warehouse basis. If, Insurance is in 'JPL Scope', then vendor shall endorse the Open Marine Policy number, as mentioned in Purchase Order, in all the relevant dispatch documents, viz; Challan/ invoice/ LR copy etc. or else the materials will be received at Vendor's risk.

14. Acceptance of the Supplies

Acceptance of the supplies shall always take place on the JPL site, after due checking, even when the goods are invoiced "ex Works" or "ex Warehouse.

15. Payment

Invoices shall be settled only to the value of the goods accepted, and on condition that all the relevant and other necessary documents have been received at JPL. Provided the invoiced goods have been accepted by JPL after inspection, payment will be made within 30 days from the date of acceptance of the supplies at JPL site, unless otherwise specified in Purchase Order.

16. Liquidated Damages

Delivery period should be guaranteed. In case of delays, the vendor shall be liable to pay the purchaser by way of liquidated damages @ 0.5% of the undelivered value of the order for each week's delay subject to maximum of 5% of the total value of the order. In specific cases this general standard LD clause may be modified and shall be indicated in order / delivery schedule.

17. Risk Purchase

In the event you fail to supply the material on order, JPL will have the right to buy the material from other sources at market rates and the extra cost incurred in such procurement along with Company Overheads will be recovered from your future bills against subsequent supplies/bills.

18. Quality and Inspection

The Materials supplied hereunder shall be of good quality, free from any faults and defects and in conformance with the Purchase Order, and shall at all times be subject to inspection before acceptance by JPL / JPL's Inspection Agency, who will carry out inspection at site. JPL reserve the right to reject part or full consignment received in defective condition. In case JPL representative would like to inspect the item at your site prior to dispatch, the same will be communicated to vendor in advance against intimation of readiness received from vendor's end..

19. Return of Non-Conforming Product

In case of Non-conforming product/ rejection, vendor shall have to arrange for replacement on immediate basis. Vendor shall also arrange to lift the non-conforming/ rejected material from our plant within 15 days of the date of Rejection Note, till then the Non-conforming material will remain at Central Stores - JPL at vendor's risk. Further, if vendor fails to lift such materials within 60 days without any intimation to us, it will be presumed that you are not interested to lift the same and in that case JPL reserves the right to shift the non-conforming/ rejected materials to scrap yard at the vendor's risk without any further communication for which no further communication will be entertained.

20. Suitability / Compatibility Certificate

You would be required to furnish at the time of supply, a certificate confirming the suitability with the parent equipment in use, of the material offered by you. In case of any modification in design or manufacture of the spares, which result in not meeting our end use requirement, such spares shall be replaceable by you at no extra cost.

21. Guarantee

Equipment/Material shall be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning or 18 months from the date of receipt whichever is earlier against faulty design, material and workmanship and shall be replaced free of cost in the event of failure during the guaranteed period, unless otherwise specified and agreed in your offer and our purchase order subsequently.

22. Health & Safety

Vendor will provide complete information regarding the usage for which the product has been designed, and any restrictions and safeguards which should be observed in all stages of its handling, operation and disposal. This may be in the form of technical specification, leaflet/ brochure, MSDS (Material Safety Data Sheet), instructions for safe Material handling and Storage instructions etc.

23. Compliance to Environment Laws

Please indicate whether your organization is ISO 14001 certified. If not, please certify that the handling, use and disposal of your product consider practices consistent with sound environmental management. We prefer environment friendly products and processes.

24. Grievance Redressal

In case of any grievance the vendor shall bring the same to the notice of the Head - Materials & Contracts. Vendor may also drop his concerns at the drop-box available for this purpose at the reception of Administrative Building, JPL, Tamnar or may send the same through post or electronic mail.

25. Vendor Rating

Vendor is requested to ensure compliance to the terms of the individual orders with regards to timely delivery, provision of all applicable documents / challans / test certificate, quality of the material etc. Vendor performance with respect to these factors will be taken into consideration during rating of vendors for future business.

26. Order Manager

This order will be managed by the Buyer as mentioned in the Purchase Order. All future correspondence related to this order shall be addressed to the above officer.

27. Payment Manager

AGM (F&A) will be the payment manager as per the Purchase Order terms. All future correspondences related to payment shall be addressed to the above officer under copy to the order manager.

28. Indemnity against Patent Rights

The equipment, system, drawings, and other materials supplied by the vendor against this order will become sole property of JPL and JPL management and any individual engaged in this business shall remain indemnified against any claim for infringement or breach of any of the statutes, rules & regulations by the use of or sale of any article or material supplied by the vendor. This indemnity shall include any infringement of patent, trade mark, design, copyright or other property rights whether in Country of origin, or elsewhere resulting from vendor's design, manufacture, use, supply or re-supply & would also cover use or sale of any article or material supplied by vendor to JPL under this order. This Indemnity shall cover any claim/action taken by a third party either directly against JPL or any claim/action made against the vendor & where under we are made liable. The Indemnity shall be for loss, damages, and cost including litigation costs incurred by us under this order.

29. Arbitration

Any disputes and differences arising out of or relating to this Purchase Order including interpretation of its terms will be resolved through joint discussion of the designated officials of the concerned parties. However, if the disputes are not resolved by Joint discussions then the matter will be referred for adjudication to the arbitration of a person appointed by the parties in Raigarh (C.G.) in accordance with the Indian Laws. The decision of the arbitrator shall be final and binding on the parties.

30. Jurisdiction

This Purchase Order shall in all respect be subject to the jurisdiction of courts at Raigarh (C.G.). Any dispute relating to this order shall be deemed to have arisen in Raigarh (C.G.) and subject to jurisdiction of Raigarh (C.G.) courts only.

31. Suspension Termination.

The Buyer shall have the right, even if there is no delay in execution of the order, to suspend or terminate the Purchase Order with prior intimation to the vendor. If, the vendor defaults in his obligations under the Purchase Order, payment shall be limited to such part of the Purchase Order price corresponding to the order executed until such suspension or termination. The vendor may only claim reimbursement of its proven suspension or termination cost, if the Purchase Order was suspended or cancelled for reasons attributable to Buyer.

32. Breach of Contract.

If Vendor breaches any obligation resulting from or in connection with the Purchase Order, the Buyer shall be entitled to claim full compensation of his damages suffered due to such breach including but not limited to damages arising outside the Goods, except where such breach is not due to Vendor's fault. However, Buyer will not hold Vendor liable for loss of production or loss of profit except to the extent damages or losses are due to Vendor's gross negligence or willful misconduct.

33. Order Validity

The Purchase Order shall stand CLOSED automatically after the expiry of One Year beyond the scheduled completion date, pending in full or partial.

34. Force Majeure

Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from circumstances which were not in the contemplation of the parties at the time of the Contract and which are beyond the reasonable control of the party in breach.

ANNEXURE-B1

Scope of Work- Bulker Movement from JPL Thermal Power Plant to Cement Industry

1. JPL will provide fly ash free of Cost from Silo Stage-I (250 MWX4), Stage-II(600MWX4) for Cement manufacturing units (Lead 0 to 300 KM). Total quantity of fly ash transportation is 100000 MT.
2. Dry fly ash transportation to be done in Closed vessel/Bulker/Capsule as suitable to the Cement unit. Unloading of the ash to be done as per the system available in the Cement Units.
3. Vendor shall offer and supply the Fly Ash to Cement Plant. Cement Plant and Vendor have mutually agreed for lifting the said "fly ash" subject to quantity lifting per day/ per month which shall be on monthly average basis.
4. Vendor shall ensure for the lifting of maximum quantity of per month combining of total requirement, for the same Cement Plant has been agreed. Vendor shall prepare the invoice on bi-monthly as per the weighment details of JPL Thermal Power Plant.
5. Lifting of quantity is not binding one and failure in lifting of the same in any month would not attract any kind of penal or legal consequences and such failure in lifting of minimum quantity would not be one of the reasons for cancellation / termination of the Agreement. However, in case if any units of cement plant refuses and/or fails to lift the agreed quantities for whatsoever reason, then Vendor will make necessary arrangement to dispose the fly-ash to other parties.
6. Barring unforeseen situations such as annual shut down of the plant, routine break down, maintenance of Plant & Machinery and for reason beyond the reasonable control of both the parties the supply and off take of "Fly Ash" as above shall be honored. Vendor shall inform in advance within a reasonable time vide email, Registered Post, Facsimile transmission to Thermal Power Plant, in case of inability to lift the said "Fly Ash" for any of the reasons as stated here in above.
7. The fly ash will be conveyed to the silos by deploying pneumatic and dry handling systems as part of power plant process and the entire operation till the silo exit points shall be carried out by Thermal Power Plant.
8. In case of any disagreement on quality of Fly ash in test, Vendor will request JPL Thermal Power Unit to look into the quality for improvement as per the Cement Plant requirements.
9. Vendor will coordinate with available/ nearby Cement Industry i.e. M/s Ambuja Cement, M/s Shree Cement, M/s Ultratech, M/s Nuvoco Vistas and M/s Nu Vista Ltd, M/s ACC or any other for the same and submit the proposal to the thermal Power Unit and Vendor is free to supply Fly Ash to any Cement Plant from JPL Thermal Power Unit.
10. Thermal Power Unit shall issue LOI to the Vendor for further process with Cement Industry. Vendor shall identify the requirement of the Cement Plant and accordingly submit the weekly lifting schedule & place the bulker in the Thermal Power Unit.

PRICE BID

S. N.	Description	UOM	Qty.	Rate	Amount
1.	Transportation of Fly Ash through Bulklers from JPL, Tamnar, Raigarh, C.G. to Cement Plants	MT	100000		
Total Basic Value Rs.					

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.

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.
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.
14. **PAYMENT TERMS:** Payment shall be made within 15 days after completion of work as per the actual executed quantity and certification by Engineer Incharge.
 - a) 95% running payment shall be made within 15 days against submission of verified invoices by JPL Engineer Incharge after completion of work. The payment shall be made as per actual quantity executed duly vetted by JPL Engineer Incharge.
 - b) 5% Security deposit shall be deducted from running bills against performance guarantee or Performance Guarantee of 5% 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 period.
 - c) Billing cycle shall be fortnightly.
 - d) 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** before 4:00 PM latest by 20.07.2022.

Note: Kindly despatch the documents **ONLY** by Flyking /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

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**

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**