

JHAJJAR POWER LTD

Village - Khanpur, Tahsil- Matenhail,

Dist. - Jhajjar, Haryana – 124142, INDIA

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Notice Inviting Tender

NIT No: CLP/JPL/COAL/1

Date: .06.09.2017

Jhajjar Power Limited (“JPL”) invites sealed bids in two parts i.e. (i) Techno Commercial Bid and (ii) Price Bid from prospective bidders for engagement of agency (“Contractor”) for evacuation of 1.5 Lac MT ($\pm 40\%$) (“Contracted Quantity”) of coal on, “as is where basis” from CCL collieries, handling and transportation of the evacuated coal to nearest available railway sidings and loading the coal into railway rakes to deliver at Mahatma Gandhi Thermal Power Plant (“MGTPP”) at Village- Khanpur, Tehsil- Matenhail, Dist.-Jhajjar (Haryana)- 124142 as per terms & conditions specified in the tender document.

1.	Last date for sale of Tender	: 11.09.2017 (up to 12:00 Hrs.)
2.	Last date for Receipt of Bids	: 11.09.2017 (up to 14:00 Hrs.)
3.	Time and date for opening of Bids (Part-I)	: 11.09.2017 (at 15:00 Hrs.)
4.	Time and date for opening of Bids (Part-II)	: Shall be informed on 11.09.2017 after opening and evaluation of Part-I. However, It (Part-II) may be opened on the same day also.

The tender document can be downloaded from website www.clpindia.in. The corrigendum/ Alteration/ addendum etc.w.r.t the above NIT will not be published in the newspaper. However, the same (if required) will be uploaded in CLP India’s website www.clpindia.in, which may please be visited regularly by the bidders till opening of bid.

**Head Procurement & Inventory
Jhajjar Power Limited**

PART –I

- I. QUALIFYING CONDITIONS AND BIDDING CONDITIONS
- II. SCOPE OF WORK AND GENERAL TERMS & CONDITIONS ETC

I. QUALIFYING & BIDDING CONDITIONS

1. Eligibility & Qualifying Conditions:-

- a. The Bidder either should have arrangements with private railway siding operators with private quota of Railway rakes/wagons or should have its own siding with arrangement of its own private quota of Railways rakes/wagons or through goods shed from CCL / Railway to handle the Contracted Quantity of Coal from CCL collieries as specified in Annexure-1 on 'as is where is' basis.
- b. The Bidder should have the experience of similar work of lifting of ROM/Washed coal of minimum 1.5 Lakhs MT coal from CCL command area and should have dispatched the same to any Government / Semi Government / Private consumers against such type of work orders in preceding twelve months.
- c. Bidder should have a net worth of minimum INR 50 Crores for financial year 2016-17.
- d. Bidder should have minimum turnover of INR 150 Crores in each financial year 2015-16 & 2016-17.
- e. The Bidder shall also submit requisite credentials in support of having met the qualifying requirement. A summary sheet of all documents need to be submitted along with the technical offer. Summary sheet should clearly describe the eligibility credentials. Credentials may include:
 - I. Purchase Order / Work Order Copies
 - II. Work Completion certificates against Purchase Order / Work Order Copies
 - III. Ownership / agreement for owning or using railway siding etc.
 - IV. Net worth Certificate duly attested and issued by Chartered Accountant.
 - V. Audited Balance Sheet for financial year 2015-16 & provisional balance sheet for financial year 2016-17 for annual turnover.
 - VI. Any other document as required by JPL

Note : The bidder shall submit an affidavit on Non-judicial Stamp Paper of Rs.20 duly attested by oath commissioner declaring that the turnover and net worth mentioned in balance sheet and certificate issued by CA are correct.

2. **Bid Documents:** The tender documents can be purchased from the office of Procurement & Inventory Head, Jhajjar Power Limited, Village Khanpur, Tehsil Matenhail, Distt Jhajjar (Haryana) 124142, by depositing tender cost (non-refundable) of INR 5,000/- either in cash or through demand draft in favour of "**Jhajjar Power Limited**" payable at Mumbai. The tender documents can also be downloaded from the JPL website www.clpindia.in. In case tender is downloaded from the website, the cost of tender documents is to be deposited along with the tender. Otherwise, tender will not be considered for technical evaluation.
3. In case, any date specified for sale/receipt/opening of tenders happens to be a public holiday, next working day shall be considered for the same.
4. Telegraphic /Telex/Fax tenders shall not be considered.

5. Tender shall be in two parts. Part-I (Techno-Commercial Bid) shall contain eligibility & qualifying criteria, technical requirements, general terms & conditions, Earnest Money Deposit (EMD) etc. Part-II shall contain Price Bid only. Tender without EMD of INR **05 lakhs** shall not be considered for opening.
6. Bidders may please note that no deviation is allowed in the technical / price bid. The corrigendum/Alteration/addendum etc.w.r.t. the above NIT will not be published in the newspaper. However, the same if required will be published on CLP India website www.clpindia.in, which may please be visited regularly by the bidders till opening of bid.
7. JPL reserves the right to reject any or all bids without assigning any reason.
8. JPL may on its own discretion split the Contracted Quantity and award to two or more Contractors.
9. The minimum lifting obligation for JPL under the contract shall be 40,000 tonne subject to allotment of coal from CCL and factors beyond control of JPL
10. Negotiations (if required), would be held by competent authority only with successful bidders along with representative of the Procurers of power from JPL.

11. Earnest Money:

Bidders have to deposit the earnest money of INR **05 lakhs** in the form of demand draft (DD) along with the technical –commercial bid document. DD must be in favour of Jhajjar Power Limited payable at Mumbai. Bids without EMD shall not be considered for evaluation.

Earnest Money of successful Bidder shall be kept as security and will be refunded only after successful execution/completion of the Contract or after one month from the date of completion of the contract term, whichever is later.

EMD of all other Bidders shall be returned to the bidders within 30 days of award of the contract. EMD will not attract any interest payment.

12. SUBMISSION OF BIDS:

The bid documents in a sealed envelope, clearly superscripted as “Tender for evacuation of coal from CCL mines, handling and transportation of the same to railway siding and loading in railway rakes for JPL (Jhajjar Power Limited) must be submitted in two parts basis i.e Part-I (Techno-Commercial Bid) and Part-II (Price Bid) in the following manner:

- 1) The bidders shall submit their tender by using four envelopes at the same time.
- 2) The first envelope duly signed and sealed by bidder and superscripted as “Earnest Money” shall contain the earnest money of **INR 05 Lakhs** in form of Demand Draft favouring Jhajjar Power

Limited, payable at Mumbai. Bid without earnest money shall not be considered for evaluation.

- 3) The second envelope duly signed by bidder and superscripted as **“Techno- Commercial bid”** shall contain the following:
 - i. Techno- Commercial Bid/Offer indicating the Colliery & Railway Siding for lifting the coal.
 - ii. Documents for credentials for eligibility/qualifying criteria.
 - iii. Certificate Regarding No Deviations (as per annexure-3)
- 4) Third envelope, superscripted as **“Price-Bid”** (Part-II) attached herewith, shall contain the price bid duly signed and sealed by the bidder; (Please note that this **“price-bid”** envelope containing the price bid should be sealed properly and it must not be loosely and openly attached anywhere in the tender). The bidder shall quote the price in figures as well as in words.
- 5) The above three envelopes shall be enclosed in the fourth envelope superscripted as **“Tender for evacuation of coal from CCL mines, handling and transportation of the same to railway siding and loading in railway rakes for JPL”**. All the envelopes shall be individually sealed, signed and superscripted. The name, address and telephone numbers of the bidders and mobile number of authorized representatives are clearly written on the envelope.
- 6) Tender documents shall be submitted on or before the notified date and time fixed for the submission of tender in the O/o Head - Procurement & Inventory, Jhajjar Power Limited, Village Khanpur, Tehsil Matenhail, District Jhajjar, Haryana-124142.
- 7) A committee constituted by JPL shall screen the documents/credentials as submitted by the bidders. Tenders of Contractors whose credentials for eligibility/qualifying criteria are found to be in order by the committee will be considered for opening of price Bid.
- 8) If the bidder indicates the prices in the techno-commercial bid (Part –I), then the bid will be rejected.
- 9) The bidder’s bid and the documents attached shall be considered as forming part of the Contract Documents.
- 10) Bids of corporations/companies must be signed with the legal name of the corporations/companies by the president/Secretary or any other person authorized to bind the corporation/company in the matter. The duly attested copy of authorization in the name of person signing tender documents shall be attached with part-I.
- 11) Each page of the Techno- Commercial Bid (Part-I) and Price Bid (Part-II) of Tender has to be numbered consecutively, signed and sealed. The total number of pages should be mentioned in upper right corner of the front page of each part.

OTHER CONDITIONS

- a. Bids, which are not complete in all respect as stipulated above, will be liable for rejection without any intimation to the bidders. Submission of correct bid proposal is bidder's responsibility and there will be no consideration for errors and omissions on part of the bidders.
- b. Bids can also be rejected if :
 - I. It is not received on or before the (due date & Time or not accompanied with the required documents & schedule).
 - II. Bid is not accompanied with the cost of bid documents.
 - III. Bid not fully in accordance with the requirement of this document.
 - IV. Proposal is not valid for the requisite time period.
- c. JPL reserve the right to reject any proposal if :
 - i. A material misrepresentation is made or discovered or
 - ii. The bidder does not respond to JPL asking for supplementary information/clarifications required for the evaluation of the proposal/finalization of the bid within the given time period.
- d. The price Bids of only those bidders will be opened whose offers meet with the minimum Qualifying Requirements and whose Techno-Commercial offers are acceptable to JPL.
- e. JPL reserve the right to accept or reject any offer or all the offers without assigning any reasons thereof, JPL also reserve the right not to order any quantity against this tender. JPL's decision in this regard shall be final and binding to all the bidders.
- f. It shall not be binding upon the JPL to accept the lowest bid. It shall not be obligatory on part of JPL to furnish any information or explanation for the cause of rejection of tender or part of the tender by JPL and the same shall be binding to bidders.
- g. Validity Offer: The offer should be valid for acceptance for a period of at least 60 days from the date of opening of price Bid.

II. SCOPE OF WORK & GENERAL TERMS AND CONDITIONS

A. SCOPE OF WORK:

Evacuation of Coal from CCL collieries, handling and transportation of evacuated Coal to railway siding, loading the Coal in railway rakes arranged by the Contractor destined to Jhajjar Power Limited, Dist. Jhajjar, Haryana (JPL siding code "MJPJ").

Jhajjar Power Limited (JPL) intends to procure 1.5 Lac MT ($\pm 40\%$) or amended quantity Coal on "as is where is" basis as offered by Central Coalfields Limited ("CCL") to Jhajjar Power Limited for its Mahatma Gandhi Thermal Power Plant (MGTPP) located at Dist. Jhajjar (JPL siding code: MJPJ). JPL may procure additional quantity up to any extent as per plant requirement. The Contractor should complete lifting coal within the period specified in the Delivery Order (DO) / Sale Order (SO) / Release Order (RO) by CCL. The quantity may be requisitioned through multiple DO/SO/RO.

Total materialized quantity is subject to CCL allocating coal and Railways granting rakes and other local factors that may be applicable to the engagement from time to time. Quantity of coal procurement from CCL shall be at the sole discretion of JPL. Quantity lifted under the Contract shall be for exclusive use by JPL. Based on requirement of JPL the quantity may vary up to any extent.

B. Contractor's obligations under the Contract:

1. To take delivery of above mentioned coal from CCL collieries through trucks.
2. Transportation of coal to the nearest railway siding which may be either Contractor's own siding /siding under Contractor's control / through Contractor's stockyard / Goods shed of CCL or Railways.
3. Unloading the Coal at the railway siding.
4. Contract will endeavour to lift only sized coal from colliery.
5. Removal of extraneous material from the wagons and cleaning the empty wagons placed for loading.
6. While maintaining the coal dumps at the railway siding, Contractor shall ensure that dust is properly suppressed while coal is not allowed to gain weight and become extraordinarily wet due to excessive water/moisture. This shall be maintained as per the requirement of the Railway / any other statutory authority and to avoid any environmental and pollution related problems.
7. To make arrangements for continuous loading and drawing out of the wagon when loading is complete.

8. Loading of wagons to the rated capacity as per the applicable Railway regulations. Contractor shall ensure proper levelling /trimming of the coal as well as plugging the holes in the wagons to prevent bleeding of the loaded coal.
9. To comply all formalities and rules and regulations in force by the Railway authorities. The rakes shall be booked to the destination of JPL's siding ("MJPJ").
10. The Contractor should ensure that all the pollution prevention measures are strictly implemented to the satisfaction of the Railway authorities and Pollution Control Board during the performance of the contract and throughout the contract term at his own cost.
11. The Contractor shall be responsible for the demurrage payable on detention of the rakes due to slower rates of loading.
12. The Contractor shall be responsible for follow-up with CCL and dispatch the required copies of the Invoices to JPL so that the payment to CCL can be reconciled by JPL on time.
13. The Contractor will be responsible for materialization of coal of agreed specification as offered by CCL under "road cum rail mode" to JPL. The coal evacuated & transported to railway siding shall be booked by the contractor on freight pre-paid basis. Paying railway freight to railways shall be the responsibility of JPL.
14. Contractor is responsible to coordinate with the concerned Railway & other concerned authorities to get permissions to use the railway siding at the loading points as required for the movement of coal to JPL by rail.
15. Contractor shall be responsible for indenting of Railway rakes, obtaining its placement, file forwarding note with Railway, obtain RRs as per railway rules, and arrange required staffs, equipment and enabling facilities. Contractor shall coordinate with other agencies as required for ensuring services for the above operations.
16. The "**Fixed Coal Evacuation Charge**" payable for the services provided under this Contract is based on the quantity of coal actually received at JPL, measured using In Motion Weigh Bridge ("IMWB") or RR weight whichever is less. In case of using IMWB for determining the actual quantity received at site, tare weight of wagons will be taken from RR. In case the IMWB is out of order quantity received will be considered as per actual track record (average percentage shortage with respect to RR weight) for preceding or succeeding 10 rakes dispatched by the contractor.
17. Contractor is responsible for coordinating/follow-up with various agencies such as CCL or CIL subsidiaries (if required), Railways (for moving coal from loading points to JPL by rail) and with the collieries. Quantities may vary significantly depending upon the requirements of JPL and allocations made by CCL.

18. Contractor shall at all times diligently supervise the loading of the above coal into tippers/ trucks, transportation of coal to nearest railway sidings as mentioned in clause 2.
- a. The Contractor shall endeavour to lift sized coal from collieries. The Contractor shall remove any boulders/stones that may be present in the coal.
 - b. While dispatching the coal, Contractor shall ensure that, only sized coal i.e. less than 100mm is dispatched. The quantity of oversized coal will be certified by IIA appointed by sampling and same will be final & binding on the Contractor. The Contractor may depute his representative to witness the same.
 - c. Contractor shall ensure that coal drawn under the contract from CCL is not mixed with any other extraneous material including mill or mine rejects. This will be considered as serious breach under this Contract. The coal drawn for JPL will be handled and kept separately from the time of drawing from mine to despatching at railway siding. In case coal is lifted from two different collieries; it should be stored and dispatched separately. Party shall not indulge in any acts that result in deterioration in coal quality. JPL will consider this as breach of contract, will have right to revoke Security Deposit & Performance Bank Guarantee as well as terminate the contract; also impose stiff penalties followed by legal action.
19. Transit storage if required, shall be done after the prior written consent of JPL. Contractor shall be responsible for obtaining all the statutory permissions & clearances for any transit storage that may be required during any stages of materialization of coal under this Contract.
20. Contractor shall arrange watch & ward for the coal stacked at the siding/transit storage to the satisfaction of JPL and diligently load the Coal into railway wagons for onward delivery to JPL.
21. The Contractor shall ensure that no transit loss occur while moving coal from the point of off-take at CCL mines to final loading point for dispatch to JPL through Railways. No claim on this account will be accepted by JPL.
22. In case of any event, except Force *Majeure* that has resulted in loss of quantity up to the Railway loading point (except transit loss) the Contractor shall be liable to take suitable legal action such as filing police complaint etc. for such missing quantity and shall submit a copy of the record to JPL. This does not take away JPL's right to recover the coal cost as specified in clause 29; but failing to do so can attract legal action from JPL.
23. Excluding for the reasons not attributable to Contractor, the Contractor shall bear the penalty whatsoever imposed on JPL by CCL for less evacuation of coal compared to allotment during the contract period. In addition to penalty imposed by CCL, an additional penalty equivalent to the 5% of the Fixed Coal Evacuation Charge of the un-lifted RO/DO quantity will be imposed on the contractor.
24. Under Fuel Supply Agreement, CIMFR (Central Institute of Mining and Fuel Research) will be

Independent Inspection Agency (IIA) for sampling & testing of coal allotted to contractor. Contractor is required to cooperate with CIMFR sampling & testing. CIMFR will execute sampling and analysis of GCV of coal at mine end as per BIS standard. Sampling & testing procedure will be as per provision of FSA. At JPL end coal sample from rake will be collected from Wagon tippler grizzly as per Annexure-2 or through Auto Sampler if commissioned during course of contract execution. The samples collected at JPL end will be tested in JPL's laboratory. The Contractor shall be responsible to deliver the coal to JPL as per analysed results of mine end samples as carried out by the IIA in its own lab so engaged for the purpose. If plant received GCV is less than 100 KCal/Kg with respect to monthly weighted average of mine end GCV for total lifted quantity, the Contractor will be held responsible for the same. The Contractor has to bear the difference of per GCV landed coal cost for slippage above 100 Kcal/Kg. No incentive will be payable if plant received GCV is higher than the mine end GCV. The Contractor may associate or appoint its representative to witness the sampling & analysis process at both ends (subject to permission granted by CIMFR at mine end for testing). At both ends, number (parts) of samples shall be prepared as per guidelines of CIMFR & JPL respectively. One of parts shall be used for analysis and other part shall be kept as referee sample. In case of any dispute arises due to difference of grades/bands, the referee sample to be analysed from any of the laboratories nominated by JPL.

The party raising dispute will bear the expenditure incurred on account of analysis of referee sample.

It is further clarified that result of IIA for GCV (EM) at both the ends will be taken as final for purpose of Contract, irrespective of notified GCV of CCL. The Contractor shall witness the IIA sampling & analysis as per FSA clauses (if applicable). Testing results of both the end will be shared with contractor.

25. At all times the Contractor shall extend its cooperation to staff of JPL and to IIA under FSA and the Contract. The Contractor will be responsible and bear all cost on account of penalty over loading, Demurrage at loading end, FAUC or any other penalty whatsoever, if imposed by Indian Railways. The contractor will also bear the idle freight/charge by Railways due to Under Loading of wagons for the idle freight over & above 59 tonne per rake.
26. The Contractor shall be responsible for dispatching of complete evacuated coal to JPL within stipulated time agreed with JPL.
27. The Contractor shall coordinate with the Railways for missing/sick wagons relevant under this contract. If the performance of the Contractor is found unsatisfactory in this regard, JPL has the right to make adjustments towards the amount recoverable for missing wagons from the final payment of the Contractor.

28. Contractor is liable to deliver all the quantity to JPL that has been lifted from CCL. Reconciliation of coal quantity shall be done at the end of Contract, and for any shortages between lifted quantity as per CCL road weighment slip/ gate pass and the quantity received at JPL; the cost of the same shall be recovered from the Contractor at the weighted average price of coal paid to CCL.
29. Contractor shall endeavour to match the rate of lifting from the CCL mines to the rate of loading in Railway wagons to minimize quantity of coal in transit. At any given time, Quantity of not more than 5 rakes of coal should be in transit/stock (i.e. lifted from colliery but not loaded in railway rakes). In case the quantity of coal in transit exceeds the above set limit, the Contractor shall take written consent of JPL or restrain from lifting further quantity. If Contractor fails to do so, JPL reserves the right to suspend lifting by requesting Contractor/CCL. If required, JPL may also short close the Delivery Order issued by CCL and without any liability under the Contract.
30. Contractor should take prior consent from JPL to appoint any third party or subcontractor for transportation or any other related work under the Contract. Contractor shall not sub-contract its entire obligations under the Contract to sub-contractors. Contractor will enter into any third party contract with an explicit understanding that JPL shall not be held responsible for deed, commission & omission in such third party contracts and if required by JPL, Contractor shall procure from the sub-contractors suitable deed or incorporate suitable provision in the relevant sub-contract maintaining no obligation of JPL. Irrespective of the provisions of the sub contracts or understanding with the third parties engaged by Contractor, JPL shall not be in any manner responsible for any third party payments/ claims/damages under the Contract. However, Contractor will submit the copy of the agreements signed with any third party /sub-contractors and as well as a monthly undertaking for payments made to third party contractor along with the details. Contractor should also submit the monthly GST payment receipts to JPL. In the event that JPL has to make payments to any sub-contractor or persons who have rendered services in relation to this Contract, JPL shall deduct the amount paid to such persons from the invoices raised by the Contractor in the month subsequent to which such payment was made along with an appropriate interest rate calculated from the date on which JPL makes the payment.
31. To execute this contract, Jhajar Power Limited (JPL) will be required to register as Dealer only with concerned District mining offices under the Mines & Geology department of Jharkhand, the dealer license will be obtained by the Contractor/CHA . Prior clearance from the Mines Department will be required in case of Transit Yard. Contract will indemnify JPL from any penalties imposed by Mines Department or any other government authority in relation to the quantity of coal supplied by contractor.

C. Period of Contract:

The Contract shall remain in force till complete delivery of offered quantity of coal by CCL against the allocated quantity of coal for financial year 2017-18 subject to applicability of penalties as prescribed in the NIT/work order.

D. Contracted & Awarded Quantity:

Total Contracted quantity shall be **1.50 lakh tonne (±40%)** under this Contract. JPL may on its own discretion may split the Contracted Quantity and award such quantities (“Awarded Quantity”) to two or more Contractor. In such case Awarded Quantity will have the same meaning as Contracted Quantity for the purpose of Contracts with those Contractors and all the terms & conditions of the Contracts will remain same. JPL may procure additional quantity up to any extent as per plant requirement.

The Contractor shall lift the quantity of coal as per the direction of JPL so as to ensure that full quantity of coal allotted is materialized before the end of contract term. The Contractor shall lift the additional quantity of coal (i.e. over and above the Contracted Quantity) from collieries offered by CCL on the same rates, terms and conditions irrespective of lead length if JPL require Contractor to do so. Availability of such additional quantity of Coal would depend on JPL’s acceptance of future offers from CCL. JPL on its own discretion may split contract into Handling and Transportation separately and make suitable arrangements in this respect.

E. Performance Bank Guarantee:

To guarantee the contract performance, the Contractor shall submit a **Performance Bank Guarantee (“PBG”)** in form of bank guarantee from any Nationalized/Private Bank (excluding co-operative banks) within (10) ten days from the date of issuance of LOI / work order. The PBG shall be equal to 5% of the contract value valid for one year with additional three months for claim period. The PBG shall be released only after the entire quantities lifted from CCL has been delivered and reconciled at JPL end. In case JPL intends to lift additional quantities offered by CCL, Contractor shall submit the additional PBG valid for “revised contract period + 3 months”.

F. Security Deposit:

The Contractor shall also submit “**Security Deposit (“SD”)**” in form of separate bank guarantee equivalent to the value of two rakes of highest grade of coal (W-IV) within 21 days of issuance of work order.

Security deposit amount is calculated as below:

- Price of highest grade coal per tonne (W-IV grade): ~INR 2990 /-(Includes base price of coal, cess, royalty, taxes etc.).
- Two rakes Coal quantity shall be = $2 \times 3,850 = 7,700$ tonne
- Total amount for equivalent to the coal cost of two rakes = ~INR 23,000,000/-

Both the Bank Guarantees should be valid for one year with additional three months for claim period. The Bank Guarantees can be issued from any branch of any Nationalized/Private Bank (excluding co-operative banks) but should have provision to be claimed from their respective branch in Delhi / Jhajjar.

G. Other Terms and Conditions:

1. JPL will suitably authorize contractor to obtain DO from CCL / Railway Sanction Program from railways as and when required.
2. The Contractor shall be responsible for dispatch evacuated coal completely to JPL within 45 days from the last validity date of DO from CCL subject to *force majeure* (as per clause 6 below). However in any case dispatch should be completed within the contract period. Further, JPL reserves the right to modify the loading and dispatch timelines mentioned herein to take into account the stock position and availability of unloading facility at JPL.
3. The Contractor shall load coal into the rakes destined for JPL within 07 days (subject to *force majeure* clause 6 below) from the commencement of lifting failing which, JPL has the right to charge Penalty @ 5 % per day of the rake value subject to maximum amount of 5% of Contract value.
JPL has the right to terminate this Contract if the Contractor is unable to load coal to rake for JPL in subsequent 07 days. It will be presumed that Contractor has failed to perform under this Contract and JPL shall have the right to en-cash its PBG/Security provided under this Contract.
4. In no case, total Penalty shall exceed 10% of the Contract value or Fixed Coal Evacuation Charge for the lifted quantity. This excludes other recoveries as under clause 22, 23 & 24 of "Scope of Work" and clause 5 of "Other Terms & Conditions".
5. If the delay in delivery of coal exceeds 05 weeks from the date of lifting from CCL, JPL shall have the right to recover cost of coal that has already incurred (payment to CCL and Railways) plus 10% of coal cost on undelivered quantity. This will be in addition to Penalties specified under clause 3 & 4 of other terms & conditions.
6. The Force Majeure ("FM") conditions imposed by CCL and Railways and any other force majeure conditions under JPL's Power Purchase Agreement will be considered as valid reasons for declaring force majeure under this Contract.
7. Contractor shall witness the weighment of coal using electronic weighbridge at colliery end and receive the Coal on behalf of JPL. The Contractor shall sign the associated print out jointly with the representative of CCL. The quantity mentioned in such printout shall be considered as coal received by the Contractor.
8. All coal rakes shall be dispatched on electronic payment basis only. The Contractor shall endeavour to see that CCL always keep their electronic weighbridge operational. In case the booking station is not covered under the electronic payment of Railways, JPL will arrange demand draft/s for payment towards freight & handover the demand draft/s to Contractor's

representative for submitting at the booking station. In this regard, the Contractor is responsible to inform JPL in advance so that JPL can take necessary action such as making demand draft etc. to ensure timely payment. If no advance intimation is received and JPL is required to pay surcharge on freight, the extra amount so paid shall be recovered from Contractor's bills.

9. Contractor shall submit to JPL CCL-weighment slip (of lifted quantity by road), issued by CCL Head/Area Offices in the name of JPL. These documents are required by JPL for releasing Contractor's Coal Evacuation Charge.
10. Contractor will be required to provide daily report to JPL incorporating lifted/ stored/ dispatched coal quantity.
11. Prices shall remain firm for the entire contract period.
12. The prices on area to area basis inclusive of all taxes and duties if any, except applicable GST.
13. JPL reserves the right to recover its losses arising out of this contract from the proceeds of the PBG/Security if the same could not be recovered from the running bills of the Contractor.
14. JPL reserves the right to get the work done from any other Contractor on competitive basis, if the same could not be completed in a timely manner by the Contractor and extra cost whatsoever if incurred by JPL on this work shall be recovered from the Contractor.
15. The Contractor shall observe all the laws/rules/regulations applicable in the State of Jharkhand as well as Union Government of India relevant to performance of this contract. These include but not limited to labour laws/EPF Act/ESI/Insurance of Labour/ Vehicle Act or any other law at present in force or to be in force during contract period. JPL shall not be responsible for any kind of breach of any laws of land whatsoever.
16. Contractor will not sublet the contract in part or in full.
17. Any other activity not specifically mentioned above but otherwise required to execute/complete the work is deemed to be included in scope of work of the Contractor at no extra cost.
18. No advance shall be paid to the Contractor.
19. Income Tax and other applicable taxes, if any, shall be deducted at source from the running bills of the Contractor as per Acts/Rules applicable at that time. TDS certificate will be issued for the same.

20. The contract is subject to jurisdiction of courts at New Delhi/ Gurgaon only.

21. The Contractor has to follow all the norms issued by CCL for lifting the “as is where basis” coal from time to time.

H. Payment Term:

75% payment shall be released within 7 (Seven) working days after receipt of coal at JPL site and submission of bills along with all supporting documents including the original challan copies of trucks engaged in coal evacuation from mines except IIA report. 15% payment will be released after receiving IIA report and submission of documents as per clause 30. Remaining 10% of the running bills shall be retained & the same shall be released within one month after successful execution of the contract.

I. Arbitration

- a. All matters, questions, disputes, differences and/or claims arising out of and/or concerning, and/or in connection with, and/or in consequence of, and/or relating to any contract under these Regulations, whether or not obligations of either or both the Supplier and the Corporation under that contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitration of MD, JPL or an officer appointed by MD, JPL as his nominee. The award of the Arbitrator shall be final and binding on both the parties to the contract.
- b. The objection that the Arbitrator has to deal with matters, to which the contract relates, in the course of his duties or he has expressed his views on any or all of the matters in dispute or difference, shall not be considered as a valid objection.
- c. The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine.
- d. All arbitration proceedings under this Regulation shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the Rule there under, with any statutory modifications thereof for the time being in force.

J. Non-Disclosure;

The Contractor should not disclose any information/data related JPL while performing his role under this Contract. The Contractor is required to give declaration for non-disclosure of any information/data related to JPL.”

K. Termination

JPL reserves the right to terminate this contract in full or in part at any time by giving a 15 days prior notice without being liable for any claim, if JPL finds that the Contractor is not performing activities within the time frame as mentioned in scope of work or JPL is not satisfied with the performance of the Contractor.

L. Audit

Unless otherwise agreed to by JPL in writing, Contractor must strictly adhere to the terms of the engagement, including all conditions and requirements contained in the NIT/Work Order. At all reasonable times JPL will have access to any and all records, data, or documents relating to JPL, Contractor's engagement (unless destroyed by JPL's direction) for inspection, audit, or reproduction in order to assist JPL in determining Contractor's compliance with the terms of engagement, including the accuracy of Contractor's invoices. Contractor must cooperate fully with any audit JPL may require.

Annexure:

1. CCL collieries for lifting as is where is coal
2. Methodology for collection of samples of "As is where is coal" at JPL end
3. Certificate Regarding No Deviations
4. Responsible Procurement Policy Statement (RePPS)
5. Vendor Code of Ethics
6. Alcohol and Drug Free Policy
7. Format for Bank Guarantee
8. Format for Non-Disclosure declaration.

Abbreviations Used

ARB	As Received Basis
CCL	Central Coalfields Limited
CIL	Coal India Limited
EMD	Earnest Money Deposit
FM	Force Majeure
GCV	Gross Calorific Value
IMWB	In motion weigh bridge
JPL	Jhajjar Power Limited
MGTPP	Mahatma Gandhi Thermal Power Plant
MJPJ	JPL railway siding code
MT	Metric Tonne
PBG	Performance Bank Guarantee
SD	Security Deposit
SO	Sale Order
DO	Delivery Order

Annexure-1

CCL collieries for lifting “as is where is” coal

List of CCL collieries for lifting “as is where is” coal

Area	Open Cast Colliery	Grade/GCV	Stock as on 01.08.2017 (Prov.) (in ‘000 tonnes)
NK	Rohini	G13/G14	132
Piparwar	Piparwar	G9/G11	797
Magadh-Amrapali	Magadh	G10/G11	282
Bokaro & Kargali	Kabribad	G8/G10	215
Dhori	S.Dhori OC	G10	184
Magadh-Amrapali	Amrapali	G10/G11/12	2068

Annexure-2

Methodology for collection of samples of “As is where is coal” at JPL end

The following methodology for collection of sample from rake will be used at JPL Plant :

Wagon tippler Grizzly Sampling:

1. The concerned representative/team of IIA (appointed by JPL) will be informed on the arrival of “As is where is” coal rake.
2. JPL Commercial representative(if required), Contractor, IIA & JPL chemistry team or any other officer as authorized by JPL authorities are associated for the collection of sample as under:-
“The 4 nos. Coal sample from each corner of designated area at wagon tippler grizzly will be collected from randomly selected wagons during unloading of rakes at Wagon tippler. The sampled coal from 14-15 wagons shall be used for preparation of final sample.”
3. Approximately, 20-25 kg of coal sample shall be collected from each wagon when unloaded at wagon tippler.
4. Thus, approximately 300-350 Kg of sample is collected from 14-15 wagons in a rake.
5. Homogenous sample so collected will be tested as per the BIS regulation.

Note : In order to verify the presence of extraneous material in the coal received at plant, JPL may collect special samples of the suspected material in the presence of IIA & contractor representative. The results of collected sample will be analysed in the JPL laboratory & same shall be final & binding on the contractor.

Annexure-3
Certificate Regarding No Deviations
(On the letter head of Bidder)
(This shall be a part of Techno Commercial Bid)

- 1) With reference to our Bid Proposal No:..... Datedfor [insert Name of the Package], Bid Document No. [insert Bid Document No.], we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s)/Clarification(s) (if any) issued by JPL prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.

- 2) We further confirm that any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendments(s) / Clarification(s) (if any) as mentioned at 1.0 above found anywhere in our Techno- Commercial Bid and/ or Price Bid, implicit or explicit shall stand unconditionally with drawn, without any cost implication whatsoever to JPL, failing which the bid security shall be forfeited.

Signature:

Designation:

Name of the Contractor:

Address of the Contractor:

Seal of Contractor:

Note: The above certificate is to be submitted along with the Techno Commercial bid, as detailed in the bidding documents. In the absence of this certificate, as per provisions of the bidding documents, the bid shall be rejected.

Annexure-4
Responsible Procurement Policy Statement

Introduction

The CLP Group [Value Framework](#) sets out both the values that guide the way we do business, and the commitments we make to those holding a stake in our business, including all those from whom we procure goods and services (our Suppliers). These values include our Policy Statements on Occupational Safety and Health and Environmental matters, and the Code of Conduct which governs the behaviour of our staff and contractors at our premises. Part of our commitment is to encourage our Suppliers to be guided by such principles in conducting their own businesses.

The CLP Group [Procurement Values and Principles](#) explains in further detail how the Value Framework applies to our procurement activity and describes how the Procurement Values and Principles apply to our relationships with our Suppliers.

Based on these values, this Policy Statement summarizes the expectations that we in the CLP Group have of the Suppliers that we select through our procurement process and of their suppliers and subcontractors. We believe that demonstrating our own commitment to continuous improvement and encouraging others to use best practice will bring benefits throughout the supply chain, helping to build good corporate citizenship.

Policy Statement

1. Legal Compliance

- Our Suppliers and their suppliers and subcontractors must comply with the laws and regulations of their own country and exported products must comply with laws in force in destination countries.

2. Respect for People

- We expect our Suppliers and their suppliers and subcontractors to provide a safe working environment for their employees, to make safety an integral part of work activities and to strive for continuous improvement in their safety standards and performance, with the goal of zero injuries at all work locations.
- We expect our Suppliers and their suppliers and subcontractors to implement good employment practices and treat employees fairly, to respect the rights of employees, provide a work environment free of discrimination, and for there to be no use of forced labour or child labour.

3. Ethics and Business Conduct

- We expect our Suppliers and their suppliers and subcontractors to follow transparent business processes and high standards of business conduct.
- We expect decisions throughout the supply chain to be made without conflict of interest and for safeguards against the giving or receiving of bribes to be maintained.

4. Responsible Environmental Stewardship

- We expect our Suppliers and their suppliers and subcontractors to be committed to the efficient use of resources, to use fuel and water conservatively, to dispose of waste and manage all key environmental impacts in a responsible manner.
- We expect our Suppliers and their suppliers and subcontractors to consider the impact of their business activities on the environment and to monitor environmental performance with the aim of continuous improvement over time.

Policy Implementation

- We expect our Suppliers to demonstrate their commitment to meeting these expectations and where applicable to have processes in place to review performance. Over time this commitment will form an increasingly important part of our procurement selection process.
- We value long-term mutually beneficial relationships with our Suppliers. We regularly review the contract performance of our key Suppliers and such reviews will take this policy statement into account. Where gaps are identified, we will encourage our
- Suppliers to formulate and implement enhancement plans.
- We will be glad to respond to feedback about our supply chain raised by Suppliers or other stakeholders.

VENDOR CODE OF ETHICS

Business Practices:

We require strict adherence to proper business practices to ensure the achievement of high standards of business and personal ethics for those with whom we work, including advisor/consultant engaged. You must adhere to all laws of India in performing the service. You will not offer or make any payment of monies or other valuable consideration to, directly or indirectly, influence, corruptly or unlawfully, any decision of judgment of any official or any government or of any subdivision, agency or instrument of that government in connection with the Assignment or in connection with any contracts or dealing with third parties associated with the Client.

Governmental officials include any officer or employee or person acting in an official capacity on behalf of a government or any department, agency or instrumentality of a government. Political parties, their officials and political candidates are also included in the definition of "Government officials". If during the course of your representation of us, any issues of questions of concern should arise in this regard, please contact Mr. Atanu Ghosh Chowdhury (Sr. Vice President - Operations) Email: atanu.ghoshchowdhury@clpindia.in / Mr. Sandeep Raheja (CPO, CLP India) Email: sandeep.raheja@clpindia.in directly.

Equal Opportunity:

We advocate engaging entities for services whose employment practices and ownership reflect the diversity of the communities in which they do business. We will only retain advisor or consultants who do not discriminate based upon race, colour, national origin, religion, sex, age, marital status, medical condition or disability.

Conflict of Interest:

You must use reasonable endeavors to prevent a conflict arising between your interests and ours, including ensuring that your directors, officers and employees do not make, receive provide or offer gifts, payments loans, substantial entertainment or other things of value for the purpose of influencing persons to act contrary to our interest. Should a real or potential conflict of interest arise, full disclosure must be made to Mr. Atanu Ghosh Chowdhury (Sr. Vice President - Operations) Email: atanu.ghoshchowdhury@clpindia.in / Mr. Sandeep Raheja (CPO, CLP India) Email: sandeep.raheja@clpindia.in as soon as you become aware of it. We expect you to obtain our consent before representing anyone whose interests are adverse to our interest. We would also ask that you discuss with us potential representations of any of our significant competitors.

Bribery, Gifts and Entertainment

We forbid paying, offering, asking for, proposing terms for, or accepting, bribes directly or with the assistance of any organization or individual. We are strictly prohibited from discussing terms with people who ask for or offer bribes.

The Company is committed to conducting all business without undue influence. We decline entertainment, gifts or other benefits (e.g., personal favors, or preferential treatment) that influence, or appear to influence, business decisions in favor of any person or organization with which the Group may have business dealings.

Annexure - 6

Alcohol and Drug Free Policy:

JPL is committed to providing a safe and healthy work environment for all employees of Contractor. We recognize that alcohol or drug abuse can impair and affect health and job performance. It is also hazardous to our workplace safety, employee's well-being and productivity. Therefore, we must ensure that our workplace is free of any alcohol and drug or related problems. No employee of contractor will be allowed to work under the influence of alcohol or drug. Use or possession of drug or alcoholic beverages on our workplace is strictly forbidden.

Objectives:

- a. To provide a safe and healthy workplace.
- b. To ensure our workplace is free of any alcohol and drug or related problems. This also applies to any form of abuses of legitimate, illicit or un-prescribed controlled drugs and other substances.
- c. To prevent, detect, correct and eliminate any problematic alcohol or drug related behavior.
- d. To closely monitor employees of the contractor in positions those are critical to our workplace safety and business operations. This would include all the Top Executive Positions Specified Executives and those pre-identified Designated Positions.

Guideline:

- a. Vendor shall establish a policy to ensure that the Site is kept free of drug and alcohol use which shall meet the requirements therefore specified in JPL's Requirements. Vendor shall ensure that no employee, sub-contractor or agent shall:-
 - Perform any service in connection with the Works while under influence of Alcohol/Drug at Worksite is prohibited under law. Vendor and its sub-contract staff shall comply strictly these provisions.
 - Use, possess, distribute or sell alcoholic beverages, illicit or un-prescribed controlled drugs, drug paraphernalia, or misuse legitimate prescription drugs while on the Site or executing the Works.
- b. Vendor shall carry out random alcohol and drug testing and bi-annual medical examinations of his employee defined as Authorized Representative as per (E.I.C/ O.I.C) of the Contract. JPL may perform unannounced audits of such tests and examinations. In addition, any employee of Vendor or any sub-contractor performing a role comparable to that of a Authorized Representative shall:-
 - before commencing work, pass alcohol and drug testing and undergo a medical examination as specified in JPL's Requirements;
 - be subject to regular drug and alcohol testing programs put in place by Vendor in accordance with the requirements therefore in JPL's Requirements; and
 - be subject to specific testing and examination after any safety incident in connection with the Works or on the Site.
- c. Any violation shall be considered serious indiscipline issue and JPL reserves the right to stop any

activities found unsafe. On intimation from JPL, it shall be obligatory to de-mobilize the person from the site with the immediate effect.

Important Note: You/Your agents/your sub-contractors/ your employees are expected to conduct activities in compliance with Conflicts of interest (as specified in Vendor Code of Conduct), Alcohol and Drug Free, and Business Ethics Policies specifically.

- d. In case, the contractor does not conduct the above tests, the same shall be conducted by JPL and the actual amount shall be deducted from the monthly invoice.

Annexure - 7
BANK GUARANTEE FORMAT

FORMAT OF BANK GUARANTEE (Performance security)

(On Non-Judicial Stamp Paper of Rs.100/- and from an Acceptable Bank)

[?], a company registered under the Companies Act, 1956 and having its registered office at [?] (hereinafter called “the Contractor”) has undertaken in pursuance of Work Order dated [?] bearing No. [?] to [?] [Insert brief scope of work] (hereinafter called “Work Order”) for Jhajjar Power Limited (hereinafter called ‘the Owner).

AND WHEREAS it has been stipulated by the Owner in the said Work Order that the Contractor shall furnish an unconditional and irrevocable on-demand bank guarantee of INR [?] in favour of the Owner as security for the due performance of the Contractor's obligations in a manner contained in the Work Order, duly executed by a bank acceptable to the Owner.

Now, we [?] Bank, a bank constituted under the Banking Companies (Acquisition and Transfer of undertakings) Act, 1970 having its registered office at [?] and acting through its branch office at [?] hereafter called ‘the Bank’) in consideration of promises by the Contractor to the Owner do hereby agree and undertake to pay to the Owner, the guaranteed sum of INR [?] (the ‘Guaranteed Amount’) without any demur, merely on a demand from the Owner stating that the amount is due by reason of the Contractor defaulting in performing its obligations or making payment(s) under the Work Order. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount immediately due and payable by the Bank under this guarantee.

We [?] (Bank) undertake to pay to the Owner any money so demanded notwithstanding any dispute or disputes raised by the Contractor, in any suit or proceedings pending before any court or tribunal relating thereto.

We [?] (Bank) hereby agree that the decision of the Owner as to the Contractor in defaulting in making payment(s) under the Work Order and as to the amount demanded under this guarantee upto the total of the Guaranteed Amount shall be final and binding on us.

We [?] (Bank) undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address(Delhi/ Jhajjar)] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

We [?] (Bank) hereby agree that our liability hereunder shall not be discharged by virtue of any agreement between the Contractor and the Owner whether with or without our knowledge, or by reason of the Owner showing any indulgence or forbearance to the Contractor or because of the death or insolvency of the Contractor.

This guarantee will not be discharged due to the change in the constitution of the Bank of the Contractor.

We [?] (Bank) undertake not to revoke the guarantee during its currency except with the previous approval of the Owner.

Notwithstanding anything contained herein above: -

1. The liability of [?] Bank under this guarantee is restricted to the guaranteed sum of INR [?].
2. This guarantee shall be valid up till [?] including claim period.
3. We are liable to pay the Guaranteed Amount or any part thereof under this bank guarantee only if the Owner serves a written claim or demand on the Bank on or before [?].

Dated this [?]

Place: [?]

Annexure-8
UNDERTAKING FOR NON DISCLOSURE OF INFORMATION

This UNDERTAKING FOR NON-DISCLOSURE OF INFORMATION (“**Undertaking**”) is executed on this ____ day of _____, by and between:

Jhajjar Power Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Village – Khanpur, Tahsil- Matenhail, District – Jhajjar, Haryana – 124142 (hereinafter referred to as “**JPL**”, which expression shall, unless repugnant to the context and meaning thereof, mean and include its affiliates, subsidiaries, successors in business and permitted assigns); and

[_____], a company incorporated under the laws of [_____] and having its registered office at [_____] (hereinafter referred to as “**Company**”, which expression shall, unless repugnant to the context and meaning thereof, mean and include its affiliates, subsidiaries, successors in business and permitted assigns).

JPL and Company shall be individually referred to as the “**Party**” and collectively as the “**Parties**”.

WHEREAS

1. JPL is engaged in the business of generation of electricity;
2. **The Company is *inter alia* engaged in the business of providing [●];**
3. JPL and Company are in the process of exploring the possibility of the Company _____ (hereinafter referred to as “**Proposed Transaction**”);
4. During the discussions and negotiations with respect to the Proposed Transaction and/or in the event of the Parties executing a mutually binding contract under which the Company may provide the services to JPL with respect to the Proposed Transaction, it is anticipated that JPL shall disclose Confidential Information (as defined below) to Company;

Section 1.01 5. In consideration of the disclosure of such Confidential Information to Company by JPL, Company agrees to keep the Confidential Information confidential in accordance with the terms and conditions set forth in this Undertaking.

NOW THIS UNDERTAKING WITNESSETH AS FOLLOWS:

1. Confidentiality

- 1.1 As a condition to and in consideration of the provision of any information in the course of the discussions pertaining to the Proposed Transaction, Company agrees to treat confidentially such

information and any other information that JPL or any of its affiliates, their respective directors, officers, employees, representatives, advisers or agents (a “**Disclosing Party**”) supply to Company or its affiliates or their respective directors, officers, employees, representatives, advisers, or agents (collectively, a “**Recipient**”), whether supplied before, on or after the date of this Undertaking, and whether disclosed in writing, orally or electronically or obtained by the Recipient through observation of JPL’s business, and all notes, analyses, compilations, studies, memoranda and other documents, whether prepared directly by the Recipient or by others for its account, which contain such information (collectively, the “**Confidential Information**”).

- 1.2 The confidentiality obligations contained herein do not apply to Confidential Information which:
- (a) becomes generally available to the public other than as a result of a disclosure by the Recipient;
 - (b) was rightfully available to the Recipient on a non-confidential basis prior to its disclosure to the Recipient by the Disclosing Party; or
 - (c) becomes rightfully available to the Recipient on a non-confidential basis from a source other than the Disclosing Party, provided that this source is not known by the Recipient to be bound by a confidentiality Undertaking or otherwise prohibited from transmitting the information to the Recipient by a contractual, legal or fiduciary obligation.

2. Other Restrictions

- 2.1 Without the prior written consent of Disclosing Party and subject to Clauses 3.1 and 3.2 below, the Recipient will not, and will procure that its directors, officers, employees, representatives, advisers, and agents who have knowledge of any circumstances concerning the Proposed Transaction will not, disclose to any person any of the terms, conditions or other facts with respect to the Proposed Transaction, including its existence or status, unless the same becomes public knowledge through disclosure by the Disclosing Party or which the Recipient obtains in accordance with terms of paragraph 1 (2)(i) above. The term “person” as used in this Undertaking shall be broadly interpreted to include without limitation any corporation, company, partnership or individual.
- 2.2 The Recipient will not use any of the Confidential Information for any reason or purpose other than to evaluate the Proposed Transaction with the Disclosing Party. Subject to Clauses 3.1 and 3.2 below, the Recipient will not disclose any Confidential Information in any manner whatsoever.

3. Permitted Disclosure

- 3.1 The Recipient may disclose the Confidential Information, and/or the terms, conditions and other facts with respect to the Proposed Transaction, to its affiliates, directors, officers, employees, representatives, advisers or, agents on a “*need to know*” basis in order to evaluate the Proposed Transaction or otherwise assist the Recipient in connection with the Proposed Transaction provided that the Recipient will procure that each person to whom disclosure of Confidential Information is made as permitted under this paragraph is made aware (in advance of disclosure) of the terms of this Undertaking.
- 3.2 Notwithstanding anything in this Undertaking, the Recipient will be entitled to disclose Confidential Information if and to the extent that the Recipient is required to do so by law, regulation or directive or at the request of any court or regulatory agency or authority. However, the Recipient will promptly notify the Disclosing Party if any such disclosure is required (prior to making such disclosure if practicable), and will co-operate with the Disclosing Party regarding the content and timing of such disclosure to the extent permissible under the prevailing circumstances.

4. Return of Confidential Information

- 4.1 The Recipient must, upon the request of the Disclosing Party:
- (a) return the Confidential Information immediately;
 - (b) return or, if requested by the Disclosing Party or if not capable of being returned, destroy or erase all documents and materials containing (in whatever form) any Confidential Information of the Disclosing Party immediately and provide the Disclosing Party with a certificate in writing that none of the Confidential Information of the Disclosing Party has been retained in any form; and
 - (c) destroy or erase all memoranda, notes and other permanent records (in whatever form) that are based in whole or in part on the Disclosing Party’s Confidential Information and that have been prepared by it or on its behalf and provide to the other party a certificate in writing that destruction has taken place,

provided that the Recipient may retain documents it is required by law (including by court order, legislation or under a regulation or policy of any government agency or the rules of any stock exchange on which the securities of that party (or a related body corporate of that party) are quoted) to retain or must retain to comply with reasonable and prudent corporate governance policies applying to that party or its related bodies corporate (for example, to the extent that the Confidential Information has been incorporated into board papers) or documents embedded in computer backup archives which are not practicably able to be returned, destroyed or erased.

Any document retained by a Recipient pursuant to this clause must be maintained in the strictest confidence in accordance with the terms of this Undertaking.

Section 1.02

5. Indemnity

5.1 The Recipient indemnifies the Disclosing Party and its affiliates (each an “**Indemnified Party**”) against all losses, liabilities, costs, expenses suffered by any one or more of the Indemnified Parties arising directly or indirectly as a result of or in connection with any breach or non-performance of the obligations of the Recipient (or its affiliates, directors, officers, employees, representatives, advisers, or agents) whether express or implied under this Undertaking.

5.2 The indemnities in this Undertaking are:

- (a) continuing, separate and independent obligations of the Recipient from their other obligations and survive the termination of this Undertaking; and
- (b) absolute and unconditional and unaffected by anything (including any other provision of this Undertaking) that might have the effect of limiting, prejudicing, releasing, discharging or affecting in any other way the liability of the Recipient to indemnify the Indemnified Party.

6. Acknowledgement

The Recipient acknowledges and agrees that:

- (a) it will not derive any right, title or interest of any nature in or to any of the Disclosing Party’s Confidential Information (other than the right to use that information for the Proposed Transaction);
- (b) nothing in this Undertaking obliges the Disclosing Party to disclose any particular Confidential Information and the disclosing Party has an absolute discretion as to what (if any) of its Confidential Information is disclosed;
- (c) the Disclosing party makes or gives no representation, guarantee or warranty, express or implied, that the Confidential Information of the other party is or will be complete, reliable or accurate, or that it has been or will be independently verified or updated at any time; and
- (d) Neither the Confidential Information nor anything else contained herein will constitute an offer by or on behalf of JPL and JPL will be under no obligation to accept any offer or proposal which may be made by the Company or on the Company’s behalf. Neither the Confidential Information nor anything else contained herein will form the basis of any

contract which will be constituted solely by any final Undertaking(s) to be negotiated and entered into between JPL and the Company.

7. Term

- 7.1 The Recipient's obligations and undertakings under this Undertaking shall continue for the period of 2 (two) years from the date of execution of this Undertaking.
- 7.2 The Recipient obligations and undertakings are for the benefit of and enforceable by each of the Disclosing Parties and their successors and assigns and are binding upon the receiving Party and its successors and assigns.

8. Equitable Relief

The Recipient acknowledges that:

- (a) a breach of this document would be harmful to the other party and/or its related bodies corporate, assigns or successors; and
- (b) monetary damages may not be a sufficient remedy for any breach of this document and that the other party will be entitled to equitable relief, including injunction and specific performance, as a remedy for such breach.

9. Miscellaneous

Section 1.03 9.1 A waiver (whether express or implied) by either Party to this Undertaking of any of the provisions of this Undertaking or of any breach of or default by the other party in performing any of those provisions shall not constitute a continuing waiver and that waiver shall not prevent the waiving party from subsequently enforcing any of the provisions of this Undertaking not waived or from acting on any subsequent breach of or default by the other party under any of the provisions of this Undertaking.

- 9.2 No announcement, press release, circular or public comment in connection with the existence or the subject matter of this Undertaking or the status of the Proposed Transaction shall be made or issued by or on behalf of the Recipient without the prior written approval of Disclosing Party.
- 9.3 A notice, consent or other communication under this document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or fax. If it is sent by mail, it is taken to have been received 3 working days after it is posted. If it is sent by fax, it is taken to have been received when the addressee actually receives it in full and in legible form.

A person's address and fax number are those set out below, or as the person notifies the sender:

Jhajjar Power Limited
Village Khanpur, Tehsil: Matenhail,
District Jhajjar, Haryana-124142, India

[party]

Address: []
Fax number: []
Attention: []

9.4 This Undertaking will be governed by and construed in accordance with the laws of India. Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of the courts of India at Mumbai with respect to any dispute or controversy arising under or in connection with this Undertaking.

9.5 This document will be executed in [●] counterparts.

IN WITNESS WHEREOF, the Parties have caused this Undertaking to be executed and do hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of the Undertaking duly authorized by all necessary and appropriate corporate action to execute this Undertaking.

Signed for and on behalf of
JHAJJAR POWER LIMITED

Signature:
Name:
Designation:

Signed for and on behalf of
[..... (Contractor)]

Signature:
Name:
Designation:

PART – II

PRICE BID

S.No	Name of Colliery	Proposed Railway Siding	Distance Slab (S); Km (from mine to siding)	Coal Evacuation Charge (CEC)				
				Fixed CEC	GST on Fixed CEC	Variable CEC	GST on Variable CEC	Total CEC
				(INR/tonne)	(INR/tonne)	(INR/tonne)	(INR/tonne)	(INR/tonne)
				a	b	c	d	a+b+c+d
1	Amrapali							

Note:

- 1) The quoted price should be inclusive of all applicable taxes and duties except GST which is mentioned separately in price bid. GST will be paid extra on prevailing rates; however, any variation during the contract period shall be paid as actual.
- 2) Contract Value is the **Total Coal Evacuation Charges payable for Awarded/Contracted Quantity in accordance with the terms of the Agreement** . The price will remain firm throughout the contract period.
- 3) JPL is in discussion with CCL to get into a consortium with CCL and other parties to lift coal from Rajdhar Siding. In case JPL gets into the consortium agreement then selected contractor will supply coal from Rajdhar Siding
- 4) Additionally, JPL may ask selected Contractor to lift coal from any of the collieries mentioned in Annexure-1 through a siding proposed by selected Contractor and approved by JPL or vice versa. In such case, Variable Coal Evacuation Charge (VCEC) will be adjusted pro-rated based on every 5 km change in distance between colliery and selected railway siding; Fixed Coal Evacuation Charge (FCEC) will be same as quoted in Price bid table.
 Example: If the quoted distance is 20 km and VCEC is INR P / tonne then price will not vary between 20-24 km, if the new distance between siding and colliery is 25 km then the Revised VCEC (RVCEC) shall be $P/20 \times 25$ INR / tonne; similarly the price will remain unchanged if reduction in distance is up to 16km. At 15 km the price shall be $P/20 \times 16$ INR/tonne.

- 5) JPL will have the right to assess the reasonability of FCEC & VCEC separately based on JPL's own estimate. JPL reserves the right to ask to revise the FCEC and/or VCEC or discard the bid of individual bidder or scrap the entire bid; JPL's decision in this regard shall be final and binding
- 6) Penalty against LD will be imposed based on Contract Value derived from Fixed Coal Evacuation Charge (FCEC) only against lifted quantity.
- 7) Penalty against sizing and coal quality will be deducted from Fixed Coal Evacuation Charge (FCEC) only.

Signature and Stamp
Bidding Contractor