



**NABHA POWER LIMITED
2X700 MW THERMAL PLANT**

NPL/PROC/2024-25/09

**Tender Document-
(Supply of Structural Steel, Pipe & Fitting
Items)**

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Regd. Office: P O Box 28, Near Village Nalash, Rajpura-140401, Punjab, India

Document No: NPL/PROC/2024-25/09.



**TENDER DOCUMENT
FOR
SUPPLY OF STRUCTURAL STEEL, PIPE & FITTING ITEMS
FOR 2 X 700MW NABHA POWER PLANT AT NABHA POWER LIMITED**



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2X700 MW THERMAL PLANT**

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Items)**

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Bids are invited from reputed registered firms/companies having relevant experience for providing following services at 2 x 700 MW Nabha Power Limited, super critical Thermal Power Plant, Rajpura (Punjab) for

"Supply of Structural Steel, Pipe & Fitting Items" at 2 x 700 MW Nabha Power Limited, Rajpura (Punjab).

Purchase Order (PO) shall be awarded to the Successful Bidder i.e., Contractor through competitive bidding. Interested Parties are requested to submit their Bid as below:

Part 1- Qualification criteria with supporting documents

Part 2 - Price Tender Documents

Bid schedule:

Date	Event
01-August-2024	Publishing of NIT on NPL website
02-August-2024	Date of availability of Tender Document on Third Party Portal
16-August-2024	Last date of seeking clarifications by Bidders, 17:00Hrs
19-August-2024	Response of clarification by NPL, 17:00Hrs
23-August-2024	Submission of Bid security/EMD, 17:00Hrs
26-August-2024	Bid submission closing Date, 17:00Hrs
27-August-2024	Technical Bid opening date, 14:30Hrs
29-August-2024	Price Bids opening date, 14:30Hrs

Note - NPL reserves the right, in its sole discretion, to amend the above deadlines and events at any time.



GENERAL TERMS AND DISCLAIMERS

1. Any defined term used in this Tender Document shall have the meaning given to it in the Glossary or as is defined elsewhere in this Tender Document.
2. This Tender Document is not an agreement or an offer by Nabha Power Limited ("**NPL**") to the prospective Bidders. The purpose of this Tender Document is to provide potential Bidders with information to assist the formulation of their Bid. For the avoidance of doubt, prospective Bidders shall not be permitted to Bid through a Consortium of any form.
3. Whilst this Tender Document has been prepared in good faith, all information contained in this Tender Document, including financial, geographical, commercial, legal, and technical information has been included for illustrative purposes only to assist Bidders in making their own evaluation of the business opportunity presented herein. Each Bidder shall be solely responsible for satisfying itself as to the information required to submit a Bid. The Bidder shall conduct appropriate due diligence, investigations, projections, conclusions and consult their own advisors to independently verify the information and facts in this Tender Document and to obtain any additional information they might require prior to submitting their Bid.
4. Neither NPL, nor its employees, partners, directors, other staff, or the consultants/advisors of any such person:
 - a. accepts any responsibility or liability to any Bidder or any other person arising out of or in relation to this Tender Document (including in relation to omissions of information) and/or in respect of the use of, reliance on, such information by Bidders and/or incurred or suffered in connection with anything contained in this Tender Document including any matter deemed to form part of this Tender Document, the award of the Contract, or otherwise arising in any way from the qualification process for the said Contract; and
 - b. makes any representations or warranty (express or implied) as to the adequacy, accuracy, reasonableness, or completeness of any information in this Tender Document.Each Bidder shall be solely responsible for satisfying itself as to the information required to submit a Bid.
5. This Tender Document includes statements, which reflect the understanding of various assumptions arrived at by NPL to give a reflection of current status to the Bidders. Bidders are advised to make their own assessments prior to submitting their Bids.



6. Each Bidder shall satisfy itself regarding all matters and things before submission of its Bid including but not limited to (i) the type and number of equipment and facilities including transportation facilities required for the satisfactory completion of the Scope of Work set out in this Tender Document; (ii) the quantities of various sections of the work; (iii) the availability of local labour; (iv) availability and rates of materials; and (v) local working conditions, extreme weather conditions, uncertainties of weather, obstructions and hindrances that may arise etc. all which may affect the work or cost thereof.
7. By participating in the Bid process, each Bidder shall acknowledge and accept that it has not been induced to enter into such agreement by any representation or warranty, express or implied, or relied upon any such representation or warranty by or on behalf of NPL or any person working in the Bid process.
8. NPL may at its own discretion, but without being under any obligation to do so, update, amend or supplement this Tender Document as may be deemed necessary by NPL at any time including to:
 - a. amend the Scope of the supply and/or terms of the business opportunity described in this Tender Document.
 - b. amend, terminate, or suspend any element of the procurement process, including by extending any date, time period or deadline provided for in this Tender Document.
 - c. reject or disqualify any or all Bid(s) for any reason.
 - d. waive any defect or irregularity in any Bid or any non-conformity in the form or content of any Bid and accept that Bid.
 - e. re-advertise for new Bids or enter negotiations with other qualified third parties; and/or
 - f. proceed with the business described in this Tender Document in some other manner or not at all.

Notice of such changes will be uploaded on NPL's website

<https://www.nabhapower.com/tenders/coal-procurement-tenders/> and

<https://npl.abcproure.com>. Bidders are required to visit the website and keep abreast of any such changes.

9. Though adequate care has been taken while preparing the Tender Document, the Bidder shall satisfy itself that the documents are complete in all respects. Intimation of any discrepancy shall be given to NPL immediately in writing. If no intimation is received from any of the Bidders within the timelines of clarifications/ suggestions, it shall be considered that the Tender Documents are



complete in all respects and have been received by the Bidder. NPL also reserves the right as to whether to implement or not the clarification/ suggestions received within timelines and is in no way bound to implement any/all suggestions.

10. NPL reserves the right to abandon the tender process resulting in non-award of contract to any Bidder against this tender process, if the prices discovered prove to be uneconomical/not beneficial to the overall interest of NPL or higher than comparable industry benchmarks. In such cases, the EMD will be refunded to the Bidders post internal deliberation of NPL and conclusion of the process. NPL's decision in this regard shall be final and binding to all the Bidders. EMD will not earn interest at any point of time.
11. NPL reserves the right at its sole discretion to cancel or amend the tender process or to reject any or all of the Bids received without assigning any reasons. NPL shall not be liable for any claim whatsoever and/or any expenses or losses that might be incurred by the Bidder in preparation and submission of the Bid as well as for post bid discussions/interactions. For the avoidance of doubt, each Bidder is solely responsible for all costs incurred in evaluating whether or not to submit a Bid, in the preparation of any such Bid and in participation of the procurement process, including, without limitation, all costs of providing information requested by, or on behalf of, NPL, attending meetings, conducting due diligence and engaging in negotiations.
12. It shall not be binding on NPL to accept the lowest or any bid. It shall not be obligatory on the part of NPL to furnish any information or explanation for the cause of rejection of the whole tender or any part of the tender.
13. Bidder shall not assign or transfer the Contract or any part thereof, without prior written consent of NPL.
14. Bidders shall comply with all Applicable Laws, rules and regulations. This Tender Document and the Contract shall be governed by the laws of India and all legal proceedings in connection with the Tender Document and Contract shall be subject to the exclusive jurisdiction of the courts at Chandigarh.
15. Canvassing in any manner (either directly or indirectly) may, in NPL's sole discretion, lead to disqualification and blacklisting of the Bidder from further involvement in the procurement process and from participating in the future tenders issued by NPL for three years (or such other period as determined solely by NPL).



16. If there is a discrepancy between the original document and its copy, the original document will be considered for the bidding process.
17. NPL also reserves its right to make changes/amendments to this Tender Document and any Purchase Order.
18. Bidders shall not for the duration of the procurement process, solicit or entice away the employees of NPL, nor knowingly do or cause to be done any act whereby any such person would be induced or encouraged to leave the employment or engagement of NPL (whether or not such employee would commit a breach of his contract of employment or engagement by leaving) unless NPL has given its consent to such solicitation, enticement or other relevant act. NPL may, at its discretion, disqualify from further involvement in the procurement process any Bidder who fails to comply with this requirement.
19. NPL is concerned to avoid any conflicts of interest and may, at its discretion, disqualify any Bidder from further involvement in the procurement process, should an actual or potential conflict of interest arise.
20. NPL may, at its discretion, disqualify from further involvement in the procurement process any Bidder who is in conflict of interest with one or more Bidders, a Bidder is said to be in conflict of interest if (either directly or indirectly):
 - a. fixes or adjusts any element of the pricing of its Bid by or in accordance with any agreement or arrangement with any other Bidder.
 - b. enters into any agreement with any other person to the effect that such other person shall refrain from submitting a Bid and/or shall limit or restrict the competitiveness of any element of the pricing of its Bid.
 - c. causes or induces any person to enter such agreement as is mentioned in either of the above.
 - d. communicates to any person other than NPL the amount or approximate amount of any element of the pricing of its Bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Bid, or professional advice required for the preparation of its Bid); and/or
 - e. causes or induces any person to inform the Bidder of the amount or approximate pricing of any element of any rival Bid.
21. Without prejudice to any other provision of this Tender Document, all Bidders shall regard and treat the terms of the Tender Document and all information (which is not made publicly available)



as being strictly private and confidential and shall ensure that the same is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for:

- a. the purpose of enabling a Bid to be prepared and submitted.
- b. as may be required to be disclosed by judicial or administrative process; and
- c. disclosed in an action or proceeding brought by a Bidder in pursuit of its rights or the exercise of its remedies in connection with the Contract; provided that in each case the disclosing party ensures that the receiving party shall comply with the terms of this Tender Document and the Contract. In respect of any disclosure made pursuant to paragraphs (b) or (c), the Bidders shall restrict the disclosure to only that information which must be disclosed in such circumstances and provide NPL with as much advance notice as possible.

22. All information in relation to this Tender Document and services provided under the Contract are and shall always remain the property of NPL or its advisers, as relevant, and (where applicable) must be returned upon demand, without any copies being retained in any form.

23. Copyright in the information in relation to the Tender Document and procurement process rests exclusively with NPL and such documentation may not be copied, reproduced, distributed or otherwise made available to any other third party (either in whole or in part) without the prior written consent of NPL, except in connection with the preparation and submission of a Bid.

24. Bidders shall not issue or release any publicity in relation to, nor comment on, the Tender Document/Contract/PO and/or the procurement process without NPL's prior written consent to the relevant communication. In particular, Bidders shall not make any statement to the media, press or any other similar organizations regarding the nature of any Bid, its content or any information relating thereto without the prior written consent of NPL.

GLOSSARY

Applicable Laws	Applicable laws shall mean all laws for the time being in force in India, including all acts, rules, resolutions, statute, decisions, regulations, bylaws, circulars, guidelines, policy initiatives and notifications made there under and the judgments, decrees, injunctions, writs and orders of any court of record
Applicable Permits	Applicable Permits shall mean all approvals, affiliations, clearances, consents, permissions, licenses, authorizations or no objection certificates required to be obtained under Applicable Laws from any governmental (central, state or local), statutory or other authority prior to performance and discharge of the respective rights and obligations of the Parties under the Contract.
Authorized Signatory	The person/ persons duly authorized by the Bidder to represent them in respect of the Bid submitted, by executing a Power of attorney, duly notarized and submitted as per Annexure-II
Basic Contract Price	Contract Price excluding applicable taxes
Bid	The proposal/offer of the Bidder submitted in response to and as required as per the tender Document issued by Nabha Power Limited
Bidder	Any Person making a Bid against this Tender Document
Vendor	Successful Bidder to whom the Contract for performing the activities as per the Scope of Work mentioned in this Tender Document is awarded by NPL
Contract	Contract shall mean the Tender Document and Purchase Order(s) including its annexures, the same will govern the terms of the service by the Contractor and shall constitute a Contract between the NPL and the Contractor
Contract Price	Price including applicable taxes which has been offered by the Contractor and accepted by the NPL for the Scope of Work as defined in this Tender Document.
EMD	Earnest Money Deposit in terms of clause 2.5
Evaluation Criteria	As defined in clause no 5
E-Portal	https://npl.abcprocure.com
Good Industry Practice	shall mean standards, practices, methods, and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a



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	skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.
INR	Indian National Rupee
NPL Plant	2 x 700 MW thermal power plant developed by Nabha Power Limited at Rajpura, in the state of Punjab
NPL/NPL	M/s Nabha Power Limited (NPL), a company incorporated under the Companies Act, 1956, having its registered office at P.O Box no 28, Near Village Nalash, Rajpura, Punjab.
Party	Either the NPL or the Bidder/Vendor
Parties	Both the NPL & the Vendor/Bidder collectively
Purchase Order(s) / PO(s)	shall mean the document issued by Nabha Power Limited to the Contractor in which Nabha Power Limited specifies the Scope of Supply which are to be supplied by the Vendor under the Contract.
Qualification Criteria	As defined in Clause no. 4
SCC & GCC	Special Conditions of the Contract and General Conditions of the Contract as specified in clauses 6 and 7 respectively which shall form part of the Purchase Order
Scope of Supply	As defined in Clause-3 of this Tender Document
Tender Document	This Document along with all its annexures, formats, addendum and corrigendum and other documents such as Bid and clarifications.

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1 Background:

Nabha Power Limited (NPL) is a wholly owned subsidiary of L&T Power Development Limited (L&T PDL) and has been successfully operating 2 x 700 MW super critical coal fired thermal power plant near village Nalash of Tehsil Rajpura, District Patiala, Punjab, India since 2014. The units were commissioned on 1st February 2014 and 10th July 2014 respectively.

The plant is among the best running power plants of the country having the performance parameters at par with the most efficient power plants across the globe.

The NPL has requirement of **Supply of Structural Steel, Pipe & Fitting Items** at 2 x 700 MW Thermal Power Plant, Rajpura.

The objective of this document is to provide a detailed scope of work along with tender procedure to identify qualified Bidders at first and then in turn to discover the Successful Bidder who shall supply the **Structural Steel, Pipes & Fitting Items** at NPL Plant.



2. Instructions to Bidders:

2.1 This Tender Document covers following instructions to be followed: -

- i. Delivery at NPL Site
- ii. Delivery of material along with required documents as specified in the tender documents.
- iii. Price will be Valid till December 2024.

2.2 Location of the Plant

NPL Plant is located in Rajpura district and is accessible by road & rail from Rajpura, Punjab. The nearest broad-gauge railway line is at Rajpura & Chandigarh. From Chandigarh, NPL Plant is around 40 km away and is accessible by road.

2.3 Bid

Price in Bid should be quoted as per BBU provided in Annexure-III for the entire Scope of Work provided under clause 4.

2.4 Earnest Money Deposit (EMD)

The Bidders are required to make an Earnest Money Deposit (EMD) of **INR 500,000/- (Rupees Five Lakhs only)** by way of a Demand Draft (DD) in favour of Nabha Power Limited payable at Rajpura/Chandigarh. EMD shall remain valid for a period of ninety (90) days beyond the original Bid validity period as provided by the Bidder in Annexure IV. The EMD shall be returned to unsuccessful bidders within fifteen (15) days from the date of the award of Contract to the Successful Bidder. The EMD shall be returned to disqualified Bidders within fifteen (15) days from the date of opening of Technical Bid. The EMD of the Successful Bidder shall be returned within fifteen (15) days on completion of the order i.e., on the receipt of material at NPL site.

The EMD shall be forfeited in any of the following circumstances:

2.5.1. if the Bidder withdraws its Bid during the period of Bid Validity;

2.5.2. if the Successful Bidder fails to:

- I. sign the Contract within the specified time period;
- II. supply the materials within stipulated time period;

2.5.3 if the Bidder or his representative commit any fraudulent or corrupt practice as provided in clause no. 7.8.3 while submitting its Bid or during Contract execution.

2.5.4. if any information/document submitted by the Bidder is found to be false/incorrect



2.5 Tender Documents

The Bidder is expected to examine all instructions, forms, terms, and specifications in this document. Failure to furnish all and complete information required as per the Tender Document in every respect may not be considered and shall not be entertained being non-responsive Bid. The Bid shall be a "No Deviation and Unconditional Bid".

2.6 Clarification

Bidder requiring any further information or clarification on this Tender Document may submit request for clarifications at E-Portal as per the timelines mentioned in the Tender Document. The NPL will give response against the request for clarifications on E-Portal within stipulated timeline.

2.7 Amendment or corrigendum of Tender Document

At any time prior to the deadline for submission of Bids, the NPL may for any reason, whether at its own initiative or in response to a clarification requested by Bidders, modify the Tender Document by issuing an amendment or corrigendum.

Bidders are required to visit the E-Portal regularly for updates.

The NPL at its discretion, may extend the timeline for the submission of Bids, clarifications etc.

2.8 Language of Bid

The Bid and all related correspondences shall be in English only. Any printed literature furnished by the Bidder may be written in another language, provided that this literature is accompanied by its true English translation. For all intents and purposes including interpretation of the Bid, the English translation shall prevail.



3. Scope of Supply:

The scope of supply under this Contract shall be the supply of items on FOR NPL Site basis as mentioned in Annexure-IV(BBU) in strict compliance to the specification and terms & conditions stipulated in this Tender Documents

Note :

1. Supplied Material shall not have any internal defects like Cracks, Voids etc. Vendor should submit UT Test Certificates of Supplied Materail.
2. PMI of materials will be done after receipt of material at NPL Store under quality check before accepting the materials.

4. Qualification Criteria for the Bidder: -

Sr. No.	Requirements	Supporting Documents
1.	Vendor should have supplied relevant material prescribed in BBU (Annexure - III) in the large size Power Plants or Manufacturing or Process Plants., Note: Bidder should provide client's address, contact no. & e-mail ID along with supporting documents.	Purchase Order and repeat order copies
2.	The Cumulative turnover of last two years shall be minimum 25 Lakh.	Audited Balance Sheets (Income statement / Profit and Loss)
3.	Proof of Registration	Incorporation/Registration Certificate
4.	GST Registration	GST Form-06
5.	PAN No	Copy of PAN Card

Note

- 1) Both manufacturers and traders are allowed to participate.
- 2) Subsidiaries shall be eligible to bid on the basis of credentials of their parent company.
- 3) It is hereby clarified that only audited balance sheet or CA Certificate will be considered.

5. Evaluation Criteria: -

5.1. Responsive check - The Bid submitted by the Bidder shall be scrutinised to establish the requisite information, documents and credentials required in the Tender Document, compliance of formats and completeness of the Bid. Bids shall be considered as non-responsive in the following circumstances:

- 5.1.1 Bids not received by the due date and time.
- 5.1.2. Bids not submitted in the specified formats attached with the Tender Document.
- 5.1.3. Bids not signed by the Authorized Signatory in the manner and to the extent indicated in this document.
- 5.1.4. Incomplete Bids.
- 5.1.5. Any request for change in Scope of Work or change in Ownership of the Bidder.

5.2. Bid evaluation for Qualification-

- 5.2.1. Bid evaluation will be carried out considering information furnished by the Bidder as per prescribed format. The Bidder must fulfil the qualification criteria specified in clause no 4.
- 5.2.2. To assist in the examination and evaluation of Bids, the NPL may ask Bidders individually for clarification of their Bids.

5.3. Bid evaluation (Financial)-

Bid of only qualified Bidders will be opened for evaluation. To assist in the examination, evaluation and comparison of Bids, NPL may ask Bidders individually for clarification of their Bids, including breakup of prices. Requests for clarification and the response shall be through email.

5.4. Correction of errors

Bids determined will be evaluated by the NPL for any arithmetical errors. In case of any computation and summation errors, it will be corrected by NPL. If a Bidder does not accept the correction of errors as outlined above, its Bid shall be rejected. In case of discrepancy between amounts in figures and in words, the amount in words will prevail.

5.5. Reverse Auction/Close Bidding: -

- 5.5.1. Qualified Bidders whose financial Bids are found in order, will be informed to participate in reverse auction which will be conducted on E-portal or through close bidding. The decision to hold reverse auction or close bidding shall be at the sole discretion of NPL and decision in this respect shall be conveyed to qualified Bidders whose financial Bids are found in order (Qualified Bidder/s) after opening and evaluation of the financial Bid.
- 5.5.2. In case NPL decides to hold reverse auction or close bidding, the process for the same shall be provided to the Qualified Bidders. NPL's auctioneer will provide necessary



training and assistance to Qualified Bidders before commencement of online bidding on E-portal. Date & time of the reverse auction, start price, bid decrement, extensions, etc. will be communicated through the auctioneer.

5.5.3. After reverse auction/close bidding, NPL may go for final negotiation with any Bidder, which will be at the sole discretion of NPL. After final negotiation, the lowest Bidder shall be declared as Successful Bidder.

Note: NPL may not consider H1 bidder for participation in Reverse auction/Close bidding after evaluation of bids, which will be at the sole discretion of NPL.

6. Negotiations and Award of Contract:

NPL reserves the right to negotiate with the Bidders (after reverse bidding). Notwithstanding any other provision of this Bid Document, the Contract between NPL and the Successful Bidder(s) shall come into existence by the following process:

6.6.1. NPL may award the Letter of Award (LOA/PO) to the Successful Bidder(s). The LOA/PO may be awarded to more than one Successful Bidder.

6.6.2. The Contract between NPL and the Successful Bidder shall come into existence and commence on the date NPL issues a Letter of Award to the Successful Bidder; or on the date NPL issues first Purchase Order to the Successful Bidder, whichever is earlier.

6.6.3. NPL may issue Purchase Order(s) to the Successful Bidder who must comply with the terms of such Purchase Order(s). NPL shall in no circumstances be obliged to issue any Purchase Order(s) to any or all the Successful Bidder(s). However, any failure to comply with the terms of an issued Purchase Order shall be treated as a breach of the terms of the Contract and NPL shall be entitled to exercise its remedies specified in the Contract.



The Special Conditions of Contract (SCC) & General Conditions of Contract (GCC) under shall form part of the Contract.

7. Special Conditions of Contract (SCC).

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

All capitalized words and expressions used in this SCC but not defined herein shall have the same meaning as ascribed to them in the GCC or the Glossary, as the case may be.

7.1. References:

- 6.1.1. Tender Document issued by the NPL to the Bidders.
- 6.1.2. Response to Bid clarifications issued by the NPL.
- 6.1.3. Bids submitted by the Bidders.
- 6.1.4. Subsequent communications with the Bidder if any

6.2 Scope of Supply:

The scope of supply under this purchase order shall be the supply of Structural Steel, Pipe & Fitting items as per BBU and in strict compliance to the specification and terms & conditions stipulated in this purchase order and documents under References as mentioned at '6.1 References' above. The detailed Scope of supply is mentioned under clause 3 of this Tender Document.

6.3 Bid and Price Basis:

- 6.3.1. Total Contract price indicated in **Annexure-IV** is on FOR NPL Site Basis, inclusive of charges for Engineering / Design, Manufacturing, Testing, specification, Packing and Documentation, Transportation from vendor works to NPL Site and transit insurance charges etc.
- 6.3.2. The prices shall remain firm and fixed throughout the completion of the order and shall not be subject to any escalation for any reason, whatsoever.

6.4. Taxes & Tax Duties:

- 6.4.1. The PO Amount is inclusive of all taxes & duties existing as on date including IGST/CGST/SGST
- 6.4.2. Advance tax is not applicable (Exemption certificate issued by Punjab Sales Tax Authority to NPL is enclosed.)

6.5. Order Acceptance: The Contractor needs to confirm the acceptance of the Purchase Order in writing within 2 days of receipt of the Purchase Order. Initiation of activities in line with the Purchase Order shall be considered as acceptance of Purchase Order.



6.5. Payment terms:

6.5.1. 100% payment along with 100% taxes & duties shall be released within 60 days (45 days for MSME vendor) after the receipt & acceptance of materials at NPL Site and submission of following documents to NPL:

- 6.5.1. Original commercial invoice (manually signed & stamped)
- 6.5.2. E-way bill as applicable
- 6.5.3. Warranty certificate
- 6.1.4. Material Test certificates

6.6 Delivery Period:

6.6.1. Time is the essence of the contract and timely completion of supplies shall be of utmost importance.

6.6.2. 100% materials will be delivered within mentioned timeline by Vendor in Annexure IV from the date of issue of PO or Intimation by NPL

6.6.3. Vendor should strictly adhere to the schedule.

6.7. Liquidated Damages (LD):

6.7.1. In case of any failure whatsoever towards timely delivery of the materials due to any reason attributable to Vendor, the Vendor shall be liable to pay to NPL liquidated damages, and not by way of penalty, an amount calculated at the rate of 0.5% of the Basic PO Amount for each week of delay or part thereof subject to maximum of 5.0% of the Basic PO Amount.

6.7.2. Payment or deduction of liquidated damages shall in no way relieve the Vendor from completing the works and discharging all its other obligations under this PO.

6.7.3. NPL shall have the right to deduct the liquidated damages from any amount due or becoming due.

6.7.4. The Vendor confirms that the LD Amount is a genuine pre-estimate of loss / damages and hereby agrees for the payment of the same.

6.8. Delivery Address: The materials to be delivered to:

Nabha Power Limited
PO Box No. 28,
Near Village Nalash,
Rajpura, Distt. Patiala, Punjab, PIN - 140401

6.9. Communication: All correspondences to this purchase order should addressed to:

Mr. _____
Nabha Power Limited
PO Box No. 28, Near Village Nalash,
Rajpura, Distt. Patiala, Punjab, PIN - 140401
Email: _____@larsentoubro.com



6.10. Invoicing Instructions: All correspondences pertaining to Invoicing should be addressed to:

Nabha Power Limited
PO Box No. 28, Near Village Nalash,
Rajpura, Distt. Patiala, Punjab, PIN - 140401

6.11. Warranty Clause: As per **Annexure IV**

6.12. Inspection: Final Inspection of the materials shall be carried out at NPL Site. The materials, if not found in strict compliance to the specifications as per Annexure-IV during inspection/testing will be rejected on sole discretion of NPL.

6.13. Over Delivery Tolerance: Items mentioned in Annexure IV is such that the items cannot be supplied in exact quantity of the Purchase Order hence over delivery tolerance +5% of the order Qty and under delivery tolerance -1% of the ordered qty is allowed. The reading at NPL Weigh Bridge will be treated as final.



7. General Conditions of the Contract (GCC): General Conditions of Contract (GCC)

These General Conditions of Contract supplement the terms and conditions contained in the Enquiry, Purchase Order and any other document constituting the Contract and shall be considered as part and parcel of the Contract.

In case of any inconsistencies between this General Conditions of Contract (GCC) and the terms of Enquiry, Purchase Order, the terms of the Enquiry/Purchase Order shall prevail.

7.1. Definitions:

The words and expressions specified in this clause shall, for the purpose of the Contract, have the meaning as given below:

“Annexure” shall mean any of the annexures, schedules, supplements, or documents, appended to Enquiry, Purchase Order and any other document constituting the Contract and form an integral part thereof.

“Applicable Laws” shall mean all laws for the time being in force in India, including all acts, rules, statute, decisions, regulations, bylaws, circulars, guidelines, policies and notifications made there under and the judgments, decrees, injunctions, writs and orders of any court of record.

“Applicable Permits” shall mean all approvals, affiliations, clearances, consents, permissions, licenses, authorizations or no objection certificates required to be obtained under Applicable Laws from any governmental (central, state or local), statutory or other authority prior to performance and discharge of the respective rights and obligations of the Vendor under the Contract.

“Confidential Information” means any and all information or data of a scientific, technical, commercial, transactional or financial nature disclosed between the Parties in relation to the Contract or which is obtained by a Party from the other in relation to the Contract, whether in writing, pictorially, in machine readable form, on disc, mail or orally, or by any other means/modes of disclosure and including without limitation any information contained in any written or printed document, hardware, firmware and software, information related to technology and business activities (including, but not limited to, electricity generating systems, business outlooks, costing etc.), formulas, data, inventions, techniques, technology, know-how, processes, ideas, (whether patentable or not), specifications, drawings, services, strategies, third party information, and corporate and personnel statistics, market intelligence, business working, operations and other business strategies and other commercial information of a confidential nature.



“Contract” shall mean the legally binding contract between Nabha Power Limited and the Vendor consisting of Enquiry, Purchase Order, Letter of Award/ Intent, Specification and Drawings, SCC and GCC, the same shall govern the terms of the supply.

“Contract Price” shall mean either the rates or lumpsum price mentioned in the Contract/ Purchase Order or the total amount payable as consideration to the Vendor for entire execution and complete supply of the Material listed under Scope of Supply as per the terms and conditions of the Contract.

“Day” shall mean a period of 24 hours from midnight to midnight.

“Enquiry” shall mean the document issued by NPL through e-mail to the prospective Vendors, consisting of the terms and conditions, for inviting quotations/bids.

“Good Industry Standards” shall mean standards, practices, methods and procedures conforming to the Applicable Laws and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

“Material” shall mean all goods, systems, equipment, machinery, etc. as listed in the Scope of Supply.

“NPL” shall mean Nabha Power Limited, and unless otherwise specifically provided in the Contract shall include its successors and assigns.

“NPL Site” shall mean 2 x 700 MW thermal power plant site at Rajpura, in the state of Punjab

“Notice” shall mean an intimation or communication in writing sent through speed post/ courier/ e-mail to the last business address known to the Party who gives the notice.

“Offer” shall mean the proposals of the Vendor submitted in response to and as required as per the Enquiry made by Nabha Power Limited.

“Party” shall mean either NPL or the Vendor.

“Parties” shall mean NPL and the Vendor collectively.

"Purchase Order(s) / PO(s)" shall mean the written order issued by Nabha Power Limited to the Vendor for execution of the work as described under the Contract.



"Specifications" shall mean all directions, technical specifications, provisions and requirements mentioned in the Contract and as originally agreed and modified from time to time by NPL. It shall also include the latest edition including all amendments/corrigendum of relevant specifications issued by Bureau of Indian Standards and other codes governing the Material or any part thereof. The term shall include the specifications mentioned in the Contract in respect of a specific Material/goods to be used or supplied under the Contract.

"Vendor" shall mean a person to whom the Purchase Order is issued by NPL for supply of the material as per the terms and conditions of the Contract and include its successors and permitted assigns.

7.2. Interpretation:

- i) When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of NPL.
- ii) The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
- iii) The references to any agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may, from time to time, be amended, varied, supplemented, or novated.
- iv) a "person" includes any individual, company, corporation, firm, partnership, joint venture, association (whether a body corporate or an unincorporated association of persons) or any government institution, department or establishment;
- v) an "employee" of a Party includes any other person or agent who is engaged or has (within the period prescribed by Applicable Law for holding such person's employer, client or principal, as the case may be, responsible for his acts) been engaged directly or indirectly by such Party as an employee, consultant, Vendor or in any other capacity whatsoever;
- vi) the descriptive headings are for convenience of reference only and not for purposes of construction or interpretation of its provisions;
- vii) unless specifically provided otherwise, the words "herein" and "hereunder", and words of similar import, refer to the entirety of the Contract and not only to the clause in which such use occurs;
- viii) a reference to a "Clause", "Schedule", "Annex" or "Exhibit" is a reference to a Clause, Schedule, Annex or Exhibit of the Contract;
- ix) "including" or "includes" shall be deemed to be qualified by a reference to "without limitation";
- x) reference to "the Purchase Order/Contract" or any other agreement or document shall be construed as a reference to such agreement or document as amended, modified or supplemented and in effect from time to time and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms; and
- xi) the Contract is to be read and construed as a whole; anything mentioned in any of the documents comprising the Contract shall be of like effect as if stated or mentioned in all of them. In the event of a conflict between the clauses and the appendices, the Parties shall endeavour, in the first instance,



to resolve the conflict by reading the Contract as a whole and the provision that is more specific to the subject matter shall govern. If, notwithstanding the Parties' good faith efforts to resolve the conflict as provided in the preceding sentence, the conflict continues to persist, the provision in the clauses shall govern.

7.3. Confidentiality:

The Parties agree to hold this Contract, Confidential Information including any transaction confirmations, in trust and confidence.

Confidential Information shall not be disclosed by the Receiving Party (Party to whom Confidential Information is disclosed by the other Party directly or through its representatives) except to those individuals who need access to such Confidential Information to ensure proper performance of the Contract or to third party advisors and investors who reasonably require access to the Confidential Information for the purposes of fulfilling receiving Party's obligations under the Contract. Receiving Party must ensure that similar non-disclosure obligations are constituted with such third parties binding them to protect the Confidential Information prior to disclosing the same to them.

Neither Party shall be liable for disclosure or use of Confidential Information which:

- i) was known by the Receiving Party at the time of disclosure due to circumstances unrelated to this Contract;
- ii) is generally available to the public without breach of this Contract;
- iii) is disclosed with the prior written approval of the disclosing Party; or
- iv) is required to be released by Applicable Law or directions/order passed by any Government / regulator/ Court of Competent Jurisdiction. Provided that it should be disclosed strictly to the extent necessary for complying with the said requirement. Provided further that the Receiving Party shall give prompt prior notice to the other Party to that effect and the Receiving Party shall cooperate with the other Party if it wishes to obtain any protective order concerning disclosure of such Confidential Information.

The obligations under this section shall survive termination of the Contract.

7.4. Compliance with Applicable Laws:

All works shall be executed by the Vendor in accordance with Applicable Laws.

The Vendor shall obtain and keep in force all Applicable Permits required under Applicable Laws related to its business and for discharge of his obligations under the Contract. The Vendor shall also ensure that its representative do not indulge in any activities, which may be construed as illegal. NPL at any time may conduct an audit and check the records of the Vendor.



The Vendor shall be responsible to comply with all the necessary statutory compliances relating to Applicable Laws including labour laws, code on wages, workman compensation, environmental laws, etc. The Vendor shall produce all the necessary documents on demand from NPL as proof of such compliance.

The Vendor shall indemnify and keep indemnified and harmless from all losses, costs, claims, damages, compensation, etc. by reason of any actual or alleged violation of this clause or any part thereof.

7.5. Fitment and Inter-changeability Certificate:

The Vendor shall submit a Fitment and Inter-changeability Certificate on Vendor's letter head stating that the Material quoted/ supplied are interchangeable with the plant, machinery and Material existing at NPL and if it fails to interchange, the same shall be replaced free of cost with the Material which is/are interchangeable.

7.6. Tests & Inspections:

The Vendor shall provide for the purpose of inspection required testing equipment, instruments, lighting, tools, etc. for testing at his own costs. Any Material/item not confirming to drawings, Specifications, or codes shall be rejected and the Vendor shall carry out the rectification/replacement at his own cost and within the time specified in the Contract.

All results of Inspections and tests including pre-despatch inspection shall be recorded in the inspection reports, performa for which will be approved by NPL. These reports shall form part of completion documents and supplied to NPL.

7.6.1 Pre-dispatch Inspection (if applicable):

Material/Items should be dispatched from Vendor works only after the issue of MDCC (Material Dispatch Clearance Certificate) by NPL. Pre-dispatch inspection shall be carried out as per QAP (Quality Assurance Plan)/Checklist given by NPL at Vendor works. The QAP shall be submitted by the Vendor within 10 days from the date of Purchase Order. However, the final inspection of the Material will be carried out at NPL Site. Without restricting the generality of the provisions of conditions set forth herein, it is understood and agreed that Vendor has sole responsibility for the quality of the work as per the Specifications of the Contract/Purchase Order.

7.6.2 Final Inspection

Final Inspection of the Materials shall be carried out at NPL Site. The Materials, if not found in strict compliance to the specifications as per Annexure IV during inspection/testing will be rejected on sole discretion of NPL.



The Vendor shall arrange Material Receipt Certificate from the concerned project site in-charge, duly signed by the Site Engineer, after receipt of the Material at site and its final inspection by NPL.

7.7. Time essence of the Contract

Time being the essence of the Contract, various items of Material shall be supplied as per the timeline specified in the Purchase Order. The time shall be reckoned from the date of letter of Award/Intent or Purchase Order, whichever is earlier. The Vendor shall commence the work immediately on receipt of such an order and shall proceed with the same with due efficiency and without any delay.

7.8. Change in taxes, cess, levies charges:

7.8.1 Increase in GST, cess, levies over and above the rates payable to the Vendor, shall be borne by NPL. However, if there is any increase in GST, duties, taxes, cess due to misclassification of the product by the Vendor, the same shall be borne by the Vendor.

7.8.2 Similarly, if the Vendor had failed to declare any taxes, duties, cess which were prevailing at the time of submitting the Offer and the Vendor realizes his mistake after placement of the order, these non-declared taxes, duties and levies shall be to the Vendor's account.

7.8.3 In case of withdrawal of the existing tax and/or duties by the statutory bodies, same shall not be paid by NPL from the date of such withdrawal.

7.8.4 In case of introduction of any new tax and/or duties by the statutory bodies, same shall be paid by NPL as applicable from the date of implication.

7.8.5 In case of reduction in the rate of existing tax and/or duties, the Vendor shall pass on the benefit of the same to NPL from the effective date of such reduction.

7.9. Representations and Warranties:

Each Party represents and warrants to the other that:

7.9.1 it has full power, capacity and authority to execute, deliver and perform the Contract and it has taken all necessary action (corporate, statutory or otherwise), to execute, deliver, perform and authorize the execution, delivery and performance of the Contract and that it is fully empowered to enter into and execute the Contract, as well as perform all its obligations thereunder.

7.9.2 the Contract constitutes a valid and binding agreement of such Party, enforceable in accordance with its terms.

7.9.3 neither the making of the Contract, nor compliance with its terms will be in conflict with or result in the breach of or constitute a default or require any consent under:

7.9.3.1 any judgment, injunction, order, decree or award which is binding upon such Party; and/or such Party's Memorandum and/or Articles of Association.

7.9.3.2 any Applicable Laws, Applicable Permits.

7.9.4 Vendor hereby specifically represents and warrants that it has obtained Applicable Permits, which shall be kept in force and valid upon due renewals, to perform the obligations contemplated



herein and agrees to indemnify and keep NPL indemnified for any third-party claims that may arise in this connection.

7.10. Termination/Cancellation of the Contract:

Without prejudice to any other rights or remedies it may have, NPL shall have the right at any time and by serving a written Notice of termination on the Vendor to terminate the Contract/Purchase Order forthwith and to recover from the Vendor the amount of advance, if any paid to the Vendor for the supply of Material, if:

7.10.1 For Vendor's event of default

The following events shall be construed as events of default on the part of the Vendor:

- i. The Vendor is adjudged bankrupt or insolvent; has a receiving order issued against it, makes a general assignment for the benefit of its creditors, or, if Vendor is a company/corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction for which prior written consent from NPL is obtained), a receiver/trustee/administrator is appointed over any part of its undertaking or assets, or if Vendor takes or suffers any other analogous action in consequence of debt; and/or
- ii. Vendor is in breach of any of the terms of this Contract and such breach is not remedied within fourteen (14) days of notice by NPL;
- iii. Vendor assigns, subcontracts, or transfers the Contract or any part thereof therein other than in accordance with the Contract.
- iv. Vendor initiates Merger or Amalgamation (M&A) proceedings without obtaining a No Objection Certificate (NOC) from NPL prior to such initiation.
- v. The voluntary winding up of the Vendor by the shareholders of the Vendor;
- vi. Any petition for winding up of the Vendor is admitted by a court of competent jurisdiction and the Vendor is ordered to be wound up by the court;
- vii. Non-compliance to any of the Applicable Laws.
- viii. Vendor, in the judgment of the NPL has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract.
- ix. Abandons and ceases its performance or repudiates the Contract.
- x. Persistently fails to timely correct defects and deficiencies in accordance with the terms of the Contract.

In case of a Vendor's event of default NPL shall, in addition to its right to immediately terminate the Contract, have the right to immediately encash the securities of the Vendor without prejudice to the other legal remedies available to NPL.

Notwithstanding anything contained in the Contract/Purchase Order, NPL shall have the right to terminate the Contract/Purchase Order at any point without giving any reason thereof, by giving thirty



(30) days written notice to the Vendor. The advance if any paid by NPL shall be refunded by Vendor within 7 days failing which the same shall be refunded by the Vendor along with interest @ 18% p.a.

The Vendor shall have no claim for any payment or compensation or damages, etc. on account of any loss of business, anticipated profit, advantages, etc. on account of earlier termination of Contract.

7.11. Waiver:

No failure or delay of either Party in exercising its rights hereunder (including but not limited to the right to require performance of any provision of the Contract) shall be deemed to be a waiver of such rights unless expressly granted in writing by the Party waiving its rights.

Notwithstanding anything to the contrary contained in the Contract, the receipt by NPL, of any Material with knowledge of breach of any of the terms or conditions of the Contract shall not be deemed waiver of such breach and no waiver by NPL or Vendor of any breach shall be deemed to have been made unless expressed in writing and signed by NPL or Vendor as the case may be. No waiver of any terms or conditions shall be deemed a waiver of any such term or condition in the future unless such waiver shall be in writing and signed by the Parties.

In any case if any of the rights or powers conferred upon NPL shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions of the Contract and such powers/right shall be exercisable. Further in case of default by the Vendor for which under the Contract the Vendor is liable to pay any compensation, damages, etc. the liability of the Vendor shall remain unaffected.

7.12. Subcontract and Assignment:

The Vendor shall not subcontract, transfer or assign any part of the Contract except making arrangements for transportation, without the prior written consent of NPL, however, such subcontract, transfer or assignment shall not relieve the Vendor from its obligations, duties and responsibilities under the Contract including but not limited to the delivery of the ordered Material in safe and merchantable quality.

Any subcontract, transfer or assignment other than that of transportation without the prior written approval of NPL shall be void.

7.13. Indemnity:

Vendor shall indemnify NPL, its Directors, employees, agents, successors and assigns and keep them indemnified and harmless from all acts of omission and commission on the part of the Vendor, his agent, sub-vendors and employees. The vendor shall also indemnify and keep indemnified NPL and harmless from any and all claims, costs, damages, compensation, proceedings, etc. arising out of any acts (willful or negligent) of omission, commission on the part of the Vendor, his agent, sub-vendors and/or employees:



7.13.1 for injury to or death of any person/s and/or for damage to the property arising out of or in connection with the Contract;

7.13.2 relating to the infringement of intellectual property rights of any third party and/or the use of any patent or design or any alleged patent or design rights;

7.13.3 royalties which may be payable in respect of any article/or part thereof included in the Contract.

7.13.4 relating to statutory and tax related liability.

7.13.5 due to noncompliance of any Applicable Laws and/or of Applicable Permits.

7.14. Quality, Environment, Health & Safety:

7.14.1 The Vendor confirms that the Material to be supplied under the Contract have been manufactured under the environment where all precautions related to safety and health of the person & premises involved has been taken care as per the Good Industry Standards and prevailing practices.

7.14.2 The Vendor also confirms that during manufacturing process all measures shall be taken to minimize the harmful impact on environment and the provisions of environmental laws shall be complied in letter and spirit.

7.14.3 The Vendor confirms that the manufactured /supplied Material are of merchantable quality and shall meet the quality standards as set out by NPL/ practices being followed in the industry.

7.14.4 Vendor shall maintain a quality approved by NPL to ensure a consistent level of quality in the work, executed under the Contract and to ensure that the work, executed conforms to all applicable professional standards and requirements, and to the Specifications and are suitable to meet specific requirements of NPL.

7.14.5 Vendor also agrees to provide quality information such as inspection data, statistical process control information, test results, and failure analysis results or such other information as may be required pertaining to the work under the terms of the Contract.

7.15. Sale Condition:

Vendor accepts that the supply of Material shall be strictly in compliance with the terms and conditions of the Contract and he expressly waives the general or special sales conditions imposed by the Vendor in addition or in contravention of the Contract. Delivery of the Material described shall constitute deemed acceptance of the Contract by the Vendor at the price specified therein and cancellation of all and any of terms and conditions of sale imposed by the Vendor.

7.16. Removal of Rejected Goods and Replacement:

If upon delivery, whether inspected and approved earlier or otherwise, the Material or any part thereof is found not in conformity with the Scope of Supply as per Annexure __ of the Contract the same shall be rejected by NPL and a notification to this effect shall be issued to the Vendor normally within 7-10 days from the date of receipt of Material at the works / NPL Site.



The Vendor shall, without any delay, arrange the removal of rejected items within 15 days from the date of such notification and intimate regarding the delivery of the replacements.

In the event, Vendor fails to lift rejected items within the 15 days or fails to intimate NPL regarding replacement, NPL shall be at liberty to dispose of such rejected items in any manner as it may think fit and to procure the Material from other sources available. All the expenses for the removal and the increased cost of procurement, if any, shall be recoverable from the Vendor.

7.17. Withholding Payment:

NPL shall have the right to withhold part or whole of any payment claimed by the Vendor, which in the opinion of NPL is necessary to protect NPL from loss on account of:

- i. Defective / substandard Material supplied, not remedied, complaint / safety issues not being resolved, guarantee/warranty not met.
- ii. Failure to meet schedules as per the Contract/Purchase Order.

7.18. Force Majeure:

7.18.1 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under the Contract, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly and not caused by the fault or negligence, of the Affected Party and could not have been avoided even if the Affected Party had taken reasonable care:

- i. Flood, drought, lightening, cyclone, storm, earthquake, volcanic eruption typhoon, tornado and such natural occurrences; or
- ii. Explosion, fire, contamination of atmosphere by radioactive or hazardous substances; or
- iii. War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, embargo, terrorist, or military action; or
- iv. Civil disturbance such as riot, blockade, revolution, riot, insurrection, etc; or
- v. Industry wise /nationwide strikes; or
- vi. Any law, ordinance or order of the Central or State Government, or any direction of a statutory or regulatory authority or order, judgement of a court or commission or tribunal of the competent jurisdiction that prevents or restricts performance of the obligations under the Contract; and
- vii. Pandemic, epidemic;

Provided that Force Majeure event shall not include Insufficiency of finances or funds or the agreement becoming onerous to perform.

7.18.2 Affected Party means the Party whose performance has been affected by an event of Force Majeure.

7.18.3 The Affected Party shall not be liable under the Contract for delays in performing his obligations resulting from any Force Majeure event. The reasonable time extension may be given, which shall in



no case exceed the time limit for which the event of Force Majeure continued and affected the obligation of the Party claiming Force Majeure.

7.18.4 The Affected Party shall use its reasonable efforts to mitigate the effect of any event of Force majeure as soon as practicable.

7.18.5 The Affected Party shall, within fifteen (15) days from the occurrence of a Force Majeure event, give written notice thereof to the other Party disclosing full particulars of the even of Force majeure, its effect on the Affected party and remedial measures purposed.

7.18.6 Either Party claiming Force Majeure to avoid any obligation under the Contract shall prove the existence of the same to the satisfaction of the other Party.

7.19. Reasonable Delay and Extension of Time

If in the opinion of NPL, the Work is delayed for justifiable reasons, the NPL shall make a fair and reasonable extension of time for completion of the Work. Such justifiable reasons shall include:

- a. Force Majeure; or
- b. by reason of NPL's instructions, as per relevant clause indicated elsewhere in this General Conditions of Contract; or
- c. in consequence of Vendor not having received in due time necessary instructions from NPL, for which he shall have specifically applied in writing.

In all cases, the Vendor shall prove how such factors affected the Works / Service and to what extent.

In case of strike or lockout, Vendor shall, as soon as possible, give written notice thereof to NPL, but Vendor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to be done to the satisfaction of NPL to proceed with the Work / Service. However, extension of the time shall be without prejudice to NPL invoking any of the other conditions/ stipulations in the Agreement and this General Conditions of Contract.

7.20. Law Governing the Contract:

The Contract shall be governed by and be construed in accordance with the Laws of India.

7.21. Arbitration:

7.21.1 Except as otherwise provided in the Contract, if any dispute or difference of any kind whatsoever ("Dispute") shall arise between the parties in connection with, or arising out of, or relating to the Contract or the breach, termination or validity hereof in such case either party may give a 30 days' notice to the other Party for the settlement of Dispute. The parties shall attempt in good faith, to conciliate such Dispute at the first instance by mutual discussions. In case of non-resolution, Dispute may be escalated.

7.21.2 If the Dispute cannot be conciliated within thirty (30) days by mutual discussions, the Dispute shall be resolved through arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

7.21.3 The language of the arbitration shall be English, the place and seat of arbitration shall be at Chandigarh, India



7.21.4 The arbitral tribunal shall consist of three arbitrators. Each Party shall select one arbitrator of its choice within 30 days after giving or receiving the demand for arbitration. The two arbitrators selected by the Parties shall select the third arbitrator.

7.21.5 The award rendered shall be in writing and shall be final & binding on the Parties.

7.21.6 Notwithstanding the above, during the pendency of any arbitration, the Parties shall continue to perform its respective obligations under the Contract and undisputed payment due or payable by NPL shall not be withheld on account of such proceedings.

7.21.7 Upon every or any such reference, the costs incidental to the references and award respectively shall be in discretion of the arbitrators so appointed who may determine the amount thereof, direct by whom the same is to be borne and paid.

7.21.8 The provisions of this clause shall survive the termination of the Contract.

7.22. Jurisdiction:

The courts at Chandigarh, India shall have exclusive jurisdiction to entertain and try all matters arising out of the Contract.

7.23. Relationship:

Each Party has undertaken rights and obligations under the Contract on its own account on principal-to-principal basis and not on behalf of, or on account of or as an agent of the other Party. Nothing contained herein shall be constructed as creating any other relationship between the Parties hereto including, but not limited to, partnership, employer/employee, agency or joint venture. The relationship between Vendor and NPL during the term hereof shall be solely that of vendor and vendee.

Vendor shall perform the terms and conditions of the contract as an independent Vendor. Vendor its agents, employees, representatives, or affiliates shall under no circumstances be deemed as agents or representatives of NPL or its affiliates. Neither Vendor nor Vendor's permitted Sub-Vendors nor the employees of any of them shall be deemed for any purpose to be employees of NPL.

7.24. Language:

The Contract including all schedules, Annexures and related documents and communications and notices issued pursuant to or in connection with its provisions, shall be in English. In the event the Contract, its schedules, Annexures or any related document is translated into or is in any other language, the English version thereof shall take precedence and control the interpretation thereof.

7.25. Severability:

The provisions of the Contract are severable and if any provision of the Contract is found to be invalid, unenforceable or prohibited by law, such provision shall be inoperative and shall be considered severed and same shall not affect the validity or enforceability of any of the remaining provisions of



the Contract. The Contract shall be valid and binding as if such provision was not included in the Contract.

7.26. Amendment:

The Contract may only be amended or supplemented by a written agreement between the Parties. The amendment or the supplement shall only be at the sole discretion of NPL and not otherwise.

7.27. Insurance:

Vendor shall avail necessary all risks insurance at its own cost and expense for an appropriate amount as per industry practice / legal requirement to protect against loss / damage/liability arising out of or in relation to the Contract including but not limited to transit insurance, third party liability insurance, comprehensive automobile liability insurance (Comprehensive and Third Party Liability) and Workman's Compensation Insurance, etc. & maintain such insurance during the term of the Contract.

7.28. Survival Obligations:

Except as otherwise specifically provided herein, termination or expiry of the Contract for any reason shall not release any Party to the Contract from any obligations under the Contract, which shall have the tendency to survive though not expressly stated anywhere or which thereafter may accrue in respect of any act or omission prior to such termination / expiry nor shall any such termination / expiry hereof affect in any way the survival of any right, duty or obligation of any such Party, which is expressly stated elsewhere in the Contract or by necessary implication should operate to survive termination /expiry hereof including, without limitation the provisions relating to Confidentiality, Compliance with Applicable Laws, Representations and Warranties, Indemnification, Waiver, liquidated damages, Governing Law and Dispute Resolution.

7.29. Intellectual Property Rights:

Except for rights expressly granted under the Contract:

7.29.1 nothing in this agreement shall function to transfer any of either party's Intellectual Property Rights to the other party, and

7.29.2 each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.

7.29.3 Save as expressly set out in the Contract, no assignment or license of Intellectual Properties, including any trademark, service mark, etc. whether registered or not and which is owned or controlled by the Parties, is granted to the other Party.

7.29.4 The Parties shall not claim any ownership over or any rights to any intellectual property of the other furnished hereunder or arising from the Contract.

7.29.5 Vendor shall not incorporate or use in the performance of the Contract any information or the intellectual property rights, which are owned by a third party unless Vendor has first secured all necessary licenses, consents and rights to do so from the owner of such intellectual property rights.



The provisions of this Article shall survive the expiry or termination of the Agreement.

7.30. Risk Purchase:

If the Vendor fails to supply the Material(s) within the stipulated delivery period and/or the supplied Material(s) are not as per the specification mentioned in the Purchase Order, NPL reserves the right to terminate the Contract, either the whole or for that Material(s), forfeit the security deposit and/or bank guarantee and procure the same or equivalent Material from alternative sources at the Vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the Material from the alternative source will be recovered from the security deposit and/or bank guarantee and any other pending bills of the Vendor. If the amount of the Materials (including taxes & duties) under risk purchase exceeds the amount of security deposit and/or bank guarantee and pending bills, the same may be recovered, if necessary, by due legal process.

7.31. Rejection

Any goods rejected by NPL must be removed by the Vendor within 30 days after the receipt of the intimation of rejection. If vendor fails to lift or allow despatch of rejected material at his cost within 45 days from the intimation of rejection, his claim on rejected material shall cease and NPL shall, at its own discretion, may dispose the materials.

7.32. Change/ variation of order

During the term of the Contract NPL reserve the right to increase or decrease the Scope of Supply, make changes in the delivery schedules and Specifications under the Contract. Increase or decrease in the Scope of Supply shall be governed by the rates mentioned in the contract.

7.33. Limitation of Liability

The Vendor's aggregate liability under or arising out of or in connection with this Contract, its performance or breach shall be 100% of the Contract Price. This limitation of liability shall not apply to liabilities arising in respect of the following clauses under the Contract:

- a. Applicable Laws,
- b. Indemnity and
- c. liquidated damages



ANNEXURES

Annexure-I	Format for Unconditional Bid Certificate
Annexure-II	Power of Attorney in favour of Authorized Signatory
Annexure-III	Format for Certification From Saturatory Auditor for Qualification requirement
Annexure-IV	Bill Breakup Unit (BBU)



Annexure -I

**FORMAT FOR UNCONDITIONAL BID CERTIFICATE
(To be submitted in the Contractor's letter head)**

To,
Head Procurement
Nabha Power Limited
Post Box 28, Near Village Nalash
Distt. Patiala 140401, Punjab

We hereby confirm that Bid submitted by us is unconditional and that we have not taken any deviation from the Tender Document NPL/PROC/2024-25/09. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to the technical specifications and acceptance to the bidding process.

In the event of observance of any deviation in any part of our Bid at any part of time, whether implicit or explicit, the deviations shall stand null & void.

SEAL

SIGNATURE
NAME
DESIGNATION
COMPANY
DATE

*To be signed by Authorized Signatory



Annexure-II

POWER OF ATTORNEY IN FAVOUR OF AUTHORISED SIGNATORY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bid are required to follow the applicable law in their country)

Know all men by these presents, We(name and address of the registered office) do hereby constitute, appoint and authorise Mr/Ms.....(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid against _____ at Nabha Power Limited Rajpura, Punjab, India including signing and submission of all documents, Bid etc. and providing information / Bids to M/s Nabha Power Limited, representing us in all matters before M/s Nabha Power Limited, negotiating, entering into and executing any agreement, accepting any Purchase Order, complying with the conditions thereof and generally dealing with Nabha Power Limited in all matters in connection with our Bid for the said _____.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____
Accepted
.....(signature)
(Name, Title and Address)
of the Attorney

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Power of Attorney shall be duly Notrized or executed before the Executive Magistrate.



**ANNEXURE III: FORMAT FOR CERTIFICATION FROM STATUTORY AUDITOR FOR
QUALIFICATION REQUIREMENTS**

(On Letter Head of Statutory Auditors)

Financial Qualification

(On Letter Head of Statutory Auditors)

To,
Head Procurement,
Nabha Power Limited,
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.
Tel. No.: +91-176-2277252

Dear Sir,

Sub: Bid for

We certify that the Financially evaluated entity had annual Net worth Rs.....
Crores computed as per instructions in the Bid Document based on unconsolidated
audited annual accounts in Financial Year

Yours faithfully

(Signature and stamp of any whole-time Director (supported by a specific Board
Resolution)/Manager of Bidding Company [refer below mentioned Note section])

Name:

Date:

Place:

(Signature and Stamp of statutory Auditors of Bidding Company)

Name:

Date:

Place:

Please also affix common seal of Bidding Company.

Date:



**NABHA POWER LIMITED
2X700 MW THERMAL PLANT**

NPL/PROC/2024-25/09

**Tender Document-
(Supply of Structural Steel, Pipe & Fitting
Items)**

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Notes:

- a. Along with the above format, in a separate sheet, please provide details of Turnover and Net Worth Calculation duly certified by **Statutory Auditor/Chartered Accountant**.
- b. In case of any whole-time Director, the Company shall confirm through Company Secretary that the concerned person is appointed as whole-time Director as defined under the Companies Act, 2013.
- c. In case of Manager, the Company shall submit certified copy of Board Resolution attested by Company Secretary regarding appointment of the concerned person as Manager as defined under the Companies Act, 2013.
- d. In case of partnership firms/LLP, the documents shall be attested by a Partner, whose name shall appear in the list of partners certified/issued by the Registrar of firms or a copy of the Partnership deed needs to be submitted.



**Annexure-IV
BILLING BREAK UP (BBU)**

Note :

1. Price basis : FOR Site
2. Supplied Material shall not have any internal defects like Cracks, Voids etc. Vendor should submit UT Test Certificates of Supplied Material.
3. PMI of materials will be done after receipt of material at NPL Store under quality check before accepting the materials.
4. Vendor will confirm Minimum Lot Value Required for delivery at NPL site: _____ Rs
5. Warranty Terms : _____ months from the date of Receipt of Material at NPL site.
6. Note for Transportation/Courier:
 - 6.1. Material must be dispatched through NPL authorized transporters & courier agency only. The authorized transporters & courier details are given below.
 - a. Transporter - ARC, TCI Freight, TCI-XPS, Gati & VRL.
 - b. Courier - DTDC
 - 6.2. The material/courier if sent through any transporter/courier service other than mentioned above shall be at contractor's/vendor's risk and cost.

Annexure-IV, BBU

S. No.	Item Code	Category	Material Description	UOM	Qty	Unit Rate Excluding GST	Total Amount Excluding GST (QTY*Unit Rate)	Freight Charges Excluding GST	GST in Percentage	GST Amount On {(total amount + freight charges)*GST %}	Total Order Value Including GST (Total Amount+Freight Charges+GST Amount	Delivery in weeks from the date of Intimation from NPL or PO release Date
1	N100108000006	Angle	ANGLE,MS ISA 40X40X5	TON	2							
2	N100108000008	Angle	ANGLE,MS ISA 50X50X5	MT	2							
3	N100108000010	Angle	ANGLE,MS ISA 65X65X6	TON	2							
4	N100108000012	Angle	ANGLE,MS ISA 100X100X8	TON	4							
5	N100108000013	Angle	ANGLE,MS ISA 150X150X10	MT	2							
6	N100202000001	Angle	ANGLE,GI,75X75X8MM	TON	1							
7	N100110000028	BAR	Tiscral Flat 50X16mm	TON	6							
8	N100110000018	BAR	FLAT,MS 75X6	TON	2							
9	N100110000020	BAR	FLAT,MS 100X6	MT	1							
10	N991204000022	BAR	FLAT BAR,10MMX100MMX350MM,BRASS	EA	12							
11	N991204000023	BAR	FLAT BAR,10MMX60MMX350MM,BRASS	EA	12							
12	N100104000024	BAR	Solid Round Bar, EN8 (dia-120mm))	KG	120							
13	N100104000022	BAR	HOLLOW ROUND BAR,EN-8,ID-45,OD-70mm	KG	30							
14	N100501000002	BAR	ROUND BAR GUNMETAL OD 50MM	KG	6							
15	N100110000015	BAR	FLAT,MS 50X6	TON	1.2							
16	N210806000003	BAR	BAR,EN24 BRIGHT BAR,DIA51MM,L-2660MM	SET	4							
17	N100110000018	BAR	FLAT,MS 75X6	TON	1							
18	N100110000004	BAR	FLAT,MS 25X3	TON	0.6							
19	N100109000003	Beam	BEAM,MS ISMB 150X75	TON	2							
20	N100107000002	Channel	CHANNEL,MS ISMC 100X50	TON	6							
21	N100107000004	Channel	CHANNEL,MS ISMC 150X75	TON	2							
22	N151405000039	Elbow	MS ELBOW,90 DEG-SIZE:150NB	EA	4							
23	N151502000002	Elbow	ELBOW,1-1/2",90DEG,SS304	EA	21							
24	N151405000040	Elbow	MS ELBOW,90 DEG-SIZE:200NB	EA	2							
25	N151405000006	Elbow	GI ELBOW,2 INCH	EA	9							
26	N151405000037	Elbow	MS ELBOW,90 DEG-SIZE:100NB	EA	6							
27	N151502000001	Elbow	ELBOW,1",90DEG,SS304	EA	14							
28	N151405000033	Elbow	MS ELBOW,90 DEG-SIZE:50NB	EA	10							
29	N151405000065	Elbow	ELBOW(SOC),90D,150NB,CPVC,SCH80	EA	2							
30	N150101000049	Pipe	PIPE-200 NB,9.52MM, IS 3589	M	400							
31	N150302000036	Pipe	PIPE -250 NB,CAST IRON	M	101							
32	N150101000038	Pipe	PIPE,125 MM MS ERW IS:1239 HEAVY	M	299							
33	N150101000036	Pipe	MS ERW PIPE,80 MM IS:1239 HEAVY	M	400							
34	N150202000021	Pipe	PIPE,200 NB,SS304,SCH-10	M	46							
35	N150202000020	Pipe	PIPE,100 NB,SS304,SCH-10	M	60							
36	N150202000011	Pipe	PIPE,80NB,SS304,SCH-40	M	35							
37	N150501000025	Pipe	PIPE,65 MM,GI,ERW,IS:1239 HEAVY	M	24							
38	N200104000008	Pipe	CS PIPE, 76.2 OD, BS3601, EWR 320	M	6							
39	N150501000024	Pipe	PIPE,32 MM,GI,ERW,IS:1239 HEAVY	M	24							
40	N151000000004	Pipe	SPOOL PIPE,200NB,1500 MM LONG BASAL T	EA	4							
41	N150302000004	Pipe	Pipe-10" Durite, VACUUM LINE,AHP	EA	4							
42	Material code 1	Pipe	PIPE,DN15,SCH-XXS,P91	M	6							
43	N150501000015	Pipe	PIPE,100 MM,GI,ERW,IS:1239 MEDIUM	M	100							
44	N150501000019	Pipe	PIPE,80 MM,GI,ERW,IS:1239 HEAVY	M	18							
45	N150501000021	Pipe	PIPE,50 MM,GI,ERW,IS:1239 HEAVY	M	12							

