

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

Work contract - Grass Turfing on the slopes of Ash pond

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Nabha Power Limited (NPL) is a wholly owned subsidiary of L&T Power Development Limited (L&T PDL), operating a 2 x 700 MW coal fired thermal power plant near village Nalash of Tehsil Rajpura, District Patiala, Punjab, India

Offers are invited from contractors who has relevant experience in Grass Turfing. Nabha Power Limited publishing requirement for "Grass Turfing on the slopes of Ash pond-1 & Ash Pond-2 "

Final date of submission of offer : April 27,2020 & Price validity : May 27,2020

Bill Breakup Unit as below:

Sr. No.	Description	Qty	UOM	Vendor Name	
				Rate	Amount
Grass Turfing on the slopes of Ash pond-1 & Ash Pond-2					
1	Levelling of Slope Levelling of slope including cutting of existing wild grass & bushes by manually (spray of weedicides) , filling of rain cuts and grooves from soil near to ash pond with the help of tractor trolley	45,500	M2		-
2	Development of Selection No.1 Grass on slopes Supply & fixing of Selection no. 1 grass and (ground coves, shrubs as and when required) at ash pond slope including supply & spreading of FYM (compost) , DAP, Urea and other micro nutrients. i.e. fungicide etc as required for growing of healthy grass, including laying of mulching sheets for grass on slopes. as per direction of EIC.	45,500	M2		-
Sub -Total					-
GST % _____ & 6 digit SAC Code _____		18.00%			-
Total order Value					-

Special Conditions of Contract (SCC)

The Special Conditions of Contract shall form a part of the Contract/Purchase Order, Tender documents and Specifications.

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 General Conditions of Contract / Instructions to Bidders/Technical Specifications.

All capitalized words and expressions used in this SCC but not defined herein shall have the same meaning as ascribed to them in the General Conditions of Contract.

- 1. Scope of Supply / Work:** The scope of work under this purchase order shall be the completion of all activities mentioned in strict compliance to the Specification, deliverables, time lines, Terms and Conditions stipulated in this Purchase Order (PO) and documents under Reference as mentioned at '1 References' above.
- 2. Price, Price Basis, Taxes and Duties**

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- 2.1. Prices indicated in the BOQ as per *Annexure-I* are inclusive of all costs towards tools, tackles, materials, consumables, as well as sufficient number of skilled / semiskilled / unskilled manpower, which shall be required for ensuring smooth execution of the work.
- 2.2. The Unit Rates indicated in the BOQ of *Annexure-I* is inclusive of all taxes, duties, Cess, levies and statutory requirements **as applicable as per National / State Laws**, except the GST which shall be paid extra as applicable as per the then prevailing rates.
- 2.3. Any revision / introduction of new taxes, duties, Cess, levies by the statutory bodies within the contract period will be paid by NPL **extra as applicable**. However, in case of withdrawal of existing tax and/or duties by the statutory bodies, same will not be paid by NPL from the date of implication. Similarly, in case of reduction in the rate of existing tax and/or duties, the Contractor shall pass on the benefit to NPL from the effective date of such reduction.
- 2.4. The unit prices shall remain firm and fixed throughout the contract period and shall not be subject to any escalation for any reason, whatsoever, except for the revision / introduction of any new taxes duties & levies. Any revision in the Minimum Wages as & when carried out by Government of Punjab & statutory bodies will be borne by the Contractor and is already taken into account in the contract unit rates.
- 2.5. **Quantity Variation:** NPL reserves the rights to change the quantity, maximum to $\pm 15\%$ on Item-wise Quantity and $\pm 5\%$ on overall PO amount required for completion of the work. The unit rate shall remain firm and fixed throughout the completion of the order and shall not be subject to any escalation for any reason, whatsoever.

3. Order Acceptance:

- 3.1. The Contractor needs to confirm the acceptance of this PO in writing within 2 days of receipt of this PO. Initiation of activities in line with this PO shall be considered as acceptance of PO.
- 3.2. The Contractor shall also communicate, well in advance before start of the work, the details of its Site In-Charge and Security and Safety Inspector, if any, with their signatures, duly verified by the Contractor. This is to facilitate the kick-off meeting and day to day interactions with the Engineer In-Charge.

4. Scope of Work understood:

- 4.1. The Contractor hereby accepts that he has understood the scope of work in details including all deliverables, time lines, clauses & specifications of the tender document and confirms that all clarifications in technical aspects, scope of work etc. has been provided to him to his satisfaction.
- 4.2. The contractor confirms that he has visited the NPL site to satisfy himself and understanding the formalities of the work other prevalent conditions, facilities available, position of material & labour etc.
- 4.3. No claims on above accounts shall be entertained by NPL for any reasons whatsoever.

5. Payment Terms and Invoicing:

- 5.1. 90 % payment, shall be made by EFT (Electronic Fund Transfer) after the completion of work and submission of invoice along with all the required documents to NPL Engineer In-Charge (EIC).
- 5.2. Following documents should be submitted to Engineer In-Charge given in the Communication clause for payment purpose:
 - 5.2.1. Original Commercial Invoice, manually signed duly verified and accepted by the Engineer In Charge for payment
 - 5.2.2. Copy of the Wage Register
 - 5.2.3. Copy of the PF Challan indicating the Name and PF Code for each employee for the preceding month to the month for which invoice is raised except for the Final bill.
 - 5.2.4. Contractor Compliance undertaking in the prescribed format.
- 5.3. Payment will be released within 60 days from the date of receipt of all documents duly certified by NPL Engineer In-Charge.

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- 5.4. Balance 10% payment will be released against submission of Proforma Bank Guarantee(PBG) valid for four months from the date of final Invoice + 3 months claim period
- 5.5. For the prices mentioned in this PO, Income tax (TDS), work contract tax and/or any other tax, as applicable will be deducted from Contractor's invoice, as per statutory requirements. The necessary certificate in respect of such deductions shall be issued by NPL at an appropriate time.

6. Mobilization Period and Completion Period:

- 6.1. **Effective Date:** The effective date of PO is the date on which the PO is issued to the Contractor.
- 6.2. **Mobilization Period:** 100% resources shall be mobilized at NPL site within ____ days from the date of issue of PO.
- 6.3. **Completion Period (including Mobilization Period):** Within ____ days from the date of issue of PO.
- 6.4. The contractor should strictly adhere to the schedule.

7. Liquidated Damages (LD):

- 7.1. In case of any failure whatsoever towards timely completion of work / mobilization of resources due to any reason attributable to the Contractor, the Contractor shall be liable to pay to NPL liquidated damages, and not by way of penalty, an amount calculated at the rate of 1% for per week of delay or part thereof subjected to maximum of 10% of the basic PO Amount.
- 7.2. NPL shall have the right to deduct the liquidated damages from any amount due or becoming due to the Contractor.
- 7.3. Payment or deduction of liquidated damages shall in no way relieve the Contractor from completing the works and/or discharging all its other obligations under this Contract.
- 7.4. Date of issue of completion certificate by NPL EIC / deployment of 100% resources at NPL Site shall be the basis for the calculation of LD Amount.
- 7.5. The Contractor confirms that the LD Amount is a genuine pre-estimate of loss/damages and hereby confirms and agree for the same.

8. Deliverable :

100% survival rate and grass with lush green will be maintained by the vendor till 4 months from the date of completion of work. The replacement of the dead or dormant (considering season) grass will be re-planted by vendor at his own cost.

9. Communication & Engineer In-Charge: All correspondences including invoicing pertaining to this Purchase Order shall be to the attention of:

Mr. _____
Nabha Power Limited, P O Box-28, Near Village Nalash, Distt. Patiala, Rajpura-140401, Punjab
Phone: +91- _____
Email: _____

10. Severability: Various provisions of the Contract are severable and the invalidity or unenforceability of one or more of the clauses of the Contract shall not affect the validity of the remaining clauses of the Contract so long as the purposes of the Contract can be mutually determined and effectuated and the Contract shall be interpreted and construed as if such invalidity or unenforceability had never existed and/or contained in the Contract.

11. Relationship: The Contractor is neither an employee nor an agent or representative of NPL but is an independent contractor.

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12. Definition:

- 12.1. NPL: M/s Nabha Power Limited, a company incorporated under the Companies Act, 1956, having its registered office at P.O Box no 28, Near Village Nalash, Rajpura, Punjab.
- 12.2. Contractor/Contractor: M/s _____

General Conditions of Contract (GCC)

13. General: These conditions of contract supplement the Tender Documents and the Conditions contained in any other document constituting the contract and shall be considered as part of the Contract.

14. Confidentiality

- 14.1. For the purposes of this Contract, the term 'Confidential Information' shall include any and all information or data of a scientific, technical, commercial 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, revenue, costing etc.), computer programs, software (including, without limitation, code, software output, screen displays, file hierarchies and user interfaces), formulas, data, inventions, techniques, technology, know-how, processes, ideas, (whether patentable or not), schematics, specifications, drawings, product designs, product plans, costing, services, strategies, third party information, and corporate and personnel statistics, supplier information, market intelligence, business working, operations, affiliates and other business strategies and other commercial information of a confidential nature.
- 14.2. Subject to the other provisions of the Contract, each Party agrees and undertakes not to disclose any Confidential Information received from the other Party to any third party. Nothing contained in this Agreement nor any provision or disclosure of information (including but not limited to Confidential Information) as contemplated hereunder, shall be construed as creating, conveying, transferring, granting or conferring by one Party on the other any right, license or authority in or to the information provided. The Parties hereto shall use the Confidential Information only for the limited purpose of the Contract between the Parties and for no other purpose whatsoever.
- 14.3. In maintaining the confidentiality of Confidential Information hereunder both Parties agree that they shall not, without first obtaining the written consent of the other, disclose or make available to any person, firm or enterprise, reproduce or transmit, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except that either Party may disclose any Confidential Information to its Directors, officers or employees, or advisors on a "need to know" basis to enable them to evaluate such "Confidential Information" in connection with the Contract
- 14.4. Parties shall ensure that the said employee(s) and /or the said person(s) shall maintain confidentiality with regard to the disclosed Confidential Information, if any, and shall issue suitable instructions and/or get suitable written undertakings or agreements executed to bind its employees and /or the said person(s) to the same obligations of confidence and safeguarding as the Parties hereto and to adhere to the confidentiality /nondisclosure terms contained in this Agreement.
- 14.5. Parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either Party.
- 14.6. In case the receiving Party becomes legally compelled to disclose any of the information, the receiving Party shall use all reasonable endeavors to provide, wherever possible, the disclosing

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Party with prompt notice so that the disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of the Contract. If such protective order or other remedy is not obtained, or the disclosing Party waives compliance with the provisions of this Contract, the receiving Party will furnish, or will provide the furnishing of, only that portion of the Confidential Information which is legally compelled for.

The obligations contained above, shall not apply to Confidential Information.

- a) which is in the public domain at the time of disclosure to the Parties; or
- b) which later becomes part of the public domain through no breach of this Contract or wrongful act of the receiving Party and only after such later date; or
- c) which is acquired by the receiving Party without any restrictions from a third party, who has a legal right to disclose the Confidential Information; or
- d) which is independently developed through the receiving Party's expertise; or
- e) which is approved for release in writing by the Party to which the Confidential Information belongs

15. Suspension of Works:

- 15.1. NPL reserves the right to suspend and reinstate execution of the whole or any part of the works without invalidating the provisions of the contract. Orders for suspension or reinstatement of the works shall be issued by the Engineer in Charge to Contractor in writing. The time for completion of the works shall be extended for a period equal to duration of the suspension.
- 15.2. NPL however, shall not be responsible for any liabilities if suspension or delay is due to some default on the part of Contractor or their sub-contractor or any agencies outside the control of the NPL.

16. Termination for Default: NPL reserves the right to terminate the Contract with 7 days' notice, if:

- 16.1. Contractor's performance is found to be not as per the standard accepted norms or under any non-compliance of acceptance criteria
- 16.2. Contractor is adjudged bankrupt or insolvent, has a receiving order issued against it, makes a general assignment for the benefit of its creditors, or, if Contractor is a corporation, a resolution is passed or order is made for its winding up, a receiver is appointed over any part of its undertaking or assets, or if Contractor takes or suffers any other analogous action in consequence of debt; Contractor assigns, subcontracts or transfers the Contract or any right or interest therein other than in accordance with the Contract.
- 16.3. Contractor, in the judgment of NPL has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of any of NPL's Personnel or representative (s) in the procurement process or in contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of NPL and includes collusive practice among contractors (prior to or after Contract submission) designed to establish contract prices at artificial non-competitive levels and to deprive NPL of the benefits of free and open competition.
- 16.4. Disregards or violates any Laws, policies, Permits or clearances
- 16.5. Delays in executing the Contract, which results in reaching cap of Liquidated Damages due under the terms of the Contract.
- 16.6. Commits a breach of the Contract
- 16.7. Abandons, ceases its performance of the work/services or repudiates the Contract
- 16.8. Persistently fails to timely correct defects and deficiencies in accordance with the terms of the Contract

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- 16.9. Fails to pay to NPL any undisputed amount due not otherwise disputed in good faith by the date required for such payment
- 16.10. Fails in co-ordination with other vendors working in the same or adjacent projects
- 16.11. Fails to comply with statutory requirements.

In any of the such events as mentioned above, the owner has rights to complete the balance works at the risks and cost of the Contractor. The owner shall also be entitled to recover from the Contractor the extra cost, if any, incurred by the owner in completing the works as per the contract. The owner may deduct this amount from any of the dues payable to Contractor by the Owner.

17. Termination for Convenience: Termination for convenience: NPL can terminate the contract with notice period of 15 days without any financial implication. In case of termination NPL shall not be responsible for any payment whatsoever, except for the payment of Contract Price for the work already completed and accepted by NPL.

18. Force Majeure:

- 18.1. Force Majeure means any circumstances beyond the control of the Contractor or NPL, as the case may be, which substantially affect the performance of the Contract, such as but not limited to:
 - 18.1.1. natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics, storm & lightning substantially affecting Work;
 - 18.1.2. acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, nationalisation, confiscation;
 - 18.1.3. accidents such as fire and explosions;
 - 18.1.4. strikes or industrial disputes (which are not limited to or affecting Party or its sub contractors), and sabotage.
 - 18.1.5. riots, civil commotion, insurrection, act of terrorism, belligerence, hostilities, revolution.
- 18.2. Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.
- 18.3. The Scheduled Completion Period shall be extended by a reasonable time.
- 18.4. If Force Majeure applies at any time prior to the Scheduled Completion Period the parties shall meet to discuss a revised schedule for the completion of the Contract
- 18.5. The parties hereto shall consult with each other and take all reasonable steps to minimise the losses of either party resulting from Force Majeure. In case of strike or lockout, the Contractor shall, as soon as possible, give written notice thereof to NPL, but the Contractor shall nevertheless constantly endeavour to prevent delay and shall do all that may reasonably be required to the satisfaction of NPL or the Engineer to proceed with the Works.
- 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, failing which, no relief shall be given.

19. Aggregate Liability:

- 19.1. The aggregate liability of the Contractor under this Purchase Order shall not exceed 100% of the Basic Contract Amount.
- 19.2. The Contractor's financial liability under this Contract shall expire with the expiration of the Defects liability period.
- 19.3. The Contractor also agrees to defend and hereby undertakes to indemnify NPL and also hold NPL harmless from any and all claims for injury to or death of any person/s and for

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damage to the property arising out of or in connection with the performance of work/service under the Purchase/Service Order. The Limitation of Liability will not apply in such cases.

20. Statutory Compliance: The contractor shall be responsible to comply with all the necessary statutory compliances as applicable under the laws of India and the state of Punjab. The Contractor shall produce all the necessary documents on demand from NPL. The Contractor shall ensure that its employees do not indulge in any activities in the premises, which may be construed as illegal. NPL at any time may conduct an audit and checks the records of the Contractor.

21. Contractor's Labours and Compliances:

- 21.1. It is clearly understood and accepted by both parties that this agreement and the contract/P.O. between the parties evidenced by it are on principal to principal basis and nothing herein contained shall be constituted or understood as constituting either party the agent or representative of the other under any circumstances.
- 21.2. The Contractor shall be responsible for payment of compensation/salary/wages of the persons nominated by him for execution of the work under the given contract. The supervision and control of such persons shall be with the Contractor. There will not be any relation of employer-employee between NPL and such persons. The Contractor hereby confirms that any time during the contract period the manpower deployed by him is not entitled to and will not claim any employment with NPL.
- 21.3. The Contractor agrees to comply to all relevant laws/statutes, like Employees' Provident Fund Act, Employees' State Insurance Act, Workmen's Compensation Act, Building and Construction Workers Act, etc. in respect of the persons engaged/deployed by him for execution of work under the Contract/Purchase Order.
- 21.4. Attendance, Wage and PF Records: The contractor will comply with the following:
 - 21.4.1. Attendance shall be maintained by the Contractor for all his workers.
 - 21.4.2. Wages Register will be prepared as per the attendance.
 - 21.4.3. Payment to will be made before 7th or 10th of subsequent month as per minimum wages act.
- 21.5. Copy of the above shall be maintained by the contractor and shall be produced whenever required by NPL.
- 21.6. NPL shall not be bound to contest any claim made against it under section -12 of the workmen's compensation Act, except on the written request of the Contractor and upon his giving such request, NPL will scrutiny for all costs for which NPL might become liable in consequence of contesting such claim and the Contractor shall keep NPL indemnified against all such costs and claims.

22. Compliance under Welfare of the Employees: The contractor shall comply with the following:

- 22.1. Provision for housing and accommodation and of potable drinking water, shelter and toilets separate for males & females, as per laid down legal compliances,
- 22.2. Canteen facilities for 250 or more contract workers,
- 22.3. Crèche facility if 30 or more female employees are working at site,
- 22.4. Strict prohibition against employment of children, below eighteen years of age
- 22.5. Compliance related to health, hygiene and sanitation.

23. Before Commencement of Work: The Contractor or his Security and Safety Inspector will comply the following on the day, prior to start of the work at NPL Site:

- 23.1. All contract workmen along with him or with his Security and Safety Inspector will report at Main Gate at given time on the first day of work, to enable making of Photo ID Cards.
- 23.2. Contractor's Security Inspector will mark attendance, provide uniform and safety equipment as required.

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- 23.3. Contractor/ Security Inspector will obtain work permit duly signed by the site in charge in whose department they will be working.

24. Quality, Environment, Health & safety

- 24.1. **Health and Safety:** The contractor will comply with the following:-

- 24.1.1. The Contractor is required to take adequate steps to ensure the safety for his workers or staff employed by him or his sub-contractors and he shall abide by the safety precautions and instructions enforced concerning safety to the plant and personnel at NPL site.
- 24.1.2. All employees will be given adequate Safety Training before they are asked to work at NPL site. A certificate duly signed and stamped by Safety Department shall be handed over to NPL representative,
- 24.1.3. Contractor will provide all Safety Equipment and PPEs to all the workmen working at the site, as per the type of work and Safety Guidelines of NPL. In case the contractor fails to provide necessary personal protective equipment to the workers and tools tackles etc. confirming the rules in force and for safe execution of work, the same shall be provided by the NPL Engineer In-Charge in charge of the work on the expenses of the Contractor.
- 24.1.4. Contractor's Security Inspector will ensure all Safety and Health related Compliance are followed at NPL site.
- 24.1.5. NPL's Site In charge, Safety In charge, HR & Admin representatives are authorized to check for any Safety Violation and will recommend suitable deductions / action against the respective contractor for not complying with Safety Instructions and the Contractor's Security Inspector will take immediate action as directed.
- 24.1.6. The Contractor shall take all necessary safety precaution for his worker working inside the plant premises and shall be responsible for any first aid/emergency treatment and any subsequent treatment for his employee/workmen engaged by him. He shall have workmen compensation policy for all his workmen. He shall abide by all fire, safety and environment policies and rules of NPL.
- 24.1.7. The Contractor is required to take adequate steps to ensure the safety for his workers or staff employed by him or his subcontractors and he shall abide by the safety precautions and instructions enforced concerning safety to the plant and personnel at NPL site. In case the Contractor fails to provide necessary personal protective equipment to the workers and tools tackles etc. confirming the rules in force and for safe execution of work, the same shall be provided by the NPL's Engineer in charge of the work on the expenses of the Contractor.
- 24.1.8. Contractor shall maintain the service to ensure a consistent level of quality in the work / service, executed / provided under the Purchase/Service Order and to ensure that the work / service, executed/provided conform to all applicable professional standards and requirements, and to the specifications set forth in the Purchase/Service Order and are suitable to meet specific requirements of NPL as explained.
- 24.1.9. Contractor 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 work/ service under the terms of Service Order.

- 24.2. **Quality & Environment:** The contractor will comply with the following:-

- 24.2.1. The standards of the quality to be followed as per standard/mutually agreed Field Quality and material quality assurance plan.
- 24.2.2. Contractor will make all good efforts to ensure that there shall be no adverse impact on environment within and surroundings of NPL by way of activities being carried out under the works of the Purchase Order.

- 24.3. Contractor will ensure that disposal of all type of waste to be done shall be in accordance with applicable laws and as per the procedures laid down by NPL and in case

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there is no reference then the same shall be disposed as per the standards practices being followed in the Industry of similar type and size.

- 25. Law Governing the Contract:** The Contract shall be governed by and be construed in accordance with the Laws of India as applicable to state of Punjab.
- 26. Language:** The Contract including the Purchase Order and 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.
- 27. Completion Certificate:** Contractor shall inform NPL in writing on completion of the works/services and thereby request for Completion Certificate. Completion Certificate will be issued by NPL when the specified works/services as defined in Annexure-I are completed fully to the satisfaction of NPL. In case of monthly running bills or stage payments, completion as per the billed quantities is to be obtained from Engineer In Charge and should be submitted with the bill.
- 28. Contractor to Indemnify NPL:** The Contractor shall indemnify and keep indemnified and harmless NPL and its directors, officers and employees from and against all claims, demands, losses and damages, penalties, expense and proceedings connected with the implementation of this Contract or arising from any breach or non-compliance whatsoever by him/them or any of the person/s nominated by the contractor pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on the part of the Contractor or that on the part of his employees/representatives, whether wilful or not, and whether within or without NPL's Site or premises.
- 29. Assignment, Subcontracting and Subletting:** The contractor will comply with the following:
- 29.1. The contractor shall not subcontract any work allotted to him to any other agency without prior written approval from NPL.
 - 29.2. If the permission is granted, a similar agreement will be signed with the subcontractor, who should have required competency to complete the scope of works.
 - 29.3. Such Assignment, transfer or subletting shall not relieve the Contractor from any obligation, duty and responsibility under the Purchase/Service Order. Any subletting, transfer or assignment without the prior written approval shall be void.
- 30. Breach of Contract:** If the Contractor commits a breach of any of the terms and conditions of the Contract, NPL shall have the option to terminate the Contract by giving Seven day's prior written notice to the Contractor and unless during the notice period the breach is remedied by the Contractor or condoned by NPL, the Contract shall, on the expiration of the said period stand terminated and in that event NPL shall be entitled to complete the remaining work or get the same completed at the risk and costs of the Contractor and the Contractor shall be liable to make good the loss that NPL may suffer or incur on that account. The non-exercise of the right to terminate for breach shall not be treated as waiver of the breach and any breach will always be a breach unless condoned by NPL in writing.
- 31. Non-exercise of rights, no waiver:** In any case in which any of the powers and rights 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 hereof and such powers shall, be exercisable, in case of default by the Contractor for which under any clause or clauses hereof he is declared liable to pay compensation and the liability of the Contractor for past and future compensation shall remain unaffected.

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32. Works to be done according to law: All works shall be executed by the Contractor in accordance with the Laws in force in India relating to the work and rules and regulations thereunder and statutory modifications thereof, wherever they are applicable.

33. Not to use bad materials: The Contractor shall have, on the site of work, only such materials which have been duly passed by the Engineer. The materials which have been rejected shall on no account be allowed to remain on site and if the same are not removed, even after a written order to remove the rejected materials out of site within a specified period, NPL shall have the full right to remove the rejected materials and even to destroy them at the cost of the Contractor.

34. Water and Electricity: All necessary arrangement for water and electricity for completion of the work at site will be in the scope of Contractor. NPL will provide the both at one point near the vicinity of the work and the Contractor shall extended the same to the working area at his own cost. Apart from this the contractor will take care of Security, Safety and their Establishment at their own risk & cost.

35. Idle Time: No idle time/ downtime shall be payable for whatsoever reasons to Contractor.

36. Damage to Property: The Contractor shall be responsible for any loss or damages, caused by any act of the Contractor, subcontractor, Contractor's labour or his subcontractor's labour, whether carried out deliberately or not, involves damage or spoilage of NPL's property or interest, and will attract severe deductions as decided by NPL on case to case basis.

37. Arbitration:

37.1. If any dispute or difference of any kind whatsoever shall arise between NPL and the Contractor, arising out of, in relation to, or in connection with the Purchase Order (including, in relation to the validity of the whole or any part of the Contract), whether during the progress of work/service under the Purchase Order or after the completion thereof or whether before or after the termination, abandonment or breach of the Contract, the parties will make their best endeavour to resolve the dispute or differences by mutual deliberation. If the parties are unable to resolve the dispute through negotiation it shall, in the first place, be referred to and settled by NPL, who, within a period of thirty (30) days after being requested shall give written notice of his decision to Contractor.

37.2. In the event the NPL fails to notify their respective decision as aforesaid, within thirty (30) days after being requested, or in the event the Contractor is not satisfied with any such decision, either party may require and claim within a further period of thirty (30) days after the expiry of the first mentioned period of thirty (30) days that the matter in dispute be referred to arbitration as here in after provided.

37.3. The arbitration shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act 1996 of India and any statutory amendment or re-enactment thereof, for the time being in force.

37.4. Notwithstanding anything contained to the contrary in the Purchase Order, the Contractor shall not be entitled to refer any dispute in respect of its obligations to pay liquidated damages for arbitration, unless he has paid the liquidated damages which are claimed to be due under the Contract by NPL. The liquidated damages so paid or the relevant portion thereof shall be refunded to the Contractor in the event it is finally decided by the Arbitrators that such liquidated damages are not payable, or that a reduced sum is payable by the Contractor to NPL.

37.5. Arbitration shall be conducted in English and the seat and place of Arbitration shall be at Chandigarh

38. Jurisdiction: The court at Chandigarh, Punjab shall have exclusive jurisdiction to entertain and try all matters arising out of this contract. The court at Rajpura, Punjab shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

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

Work contract - Grass Turfing on the slopes of Ash pond

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39. Relationship: Vendor shall perform the terms and conditions of the contract as an independent Vendor. 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 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-contractors nor the employees of any of them shall be deemed for any purpose to be employees of NPL.

40. Severability: The provisions of the Contract are severable and if any provision is found by the Parties hereto or is held to be invalid or unenforceable by any court of competent jurisdiction such invalidity or unenforceability shall not affect the validity or enforceability of any of its other provisions.

41. 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 Laws, Representations and Warranties, Indemnification, Waiver, liquidated damages, Governing Law and Dispute Resolution.