



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

Document No: NPL/Proc/2023-24/03 Rev No. 0 Dated: 27<sup>th</sup> May 2023



#### **TENDER DOCUMENT FOR**

# ARC OF CIVIL WORKS AND MAINTENANCE & DEVELOPMENT OF GREENBELT AND LANDSCAPES

## AT NABHA POWER LIMITED

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Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>2</b> of <b>60</b>

# **Table of Contents**

#### PART 1 - INSTRUCTION TO BIDDERS

#### A. General

- 1. General terms & disclaimers
- 2. General information about NPL
- 3. Definitions
- 4. Scope of Work
- 5. Manpower requirement at site
- 6. Location of NPL Plant

## B. Preparation & submission of Bids

- 7. Preparation of Bid
- 8. Submission of Bid
- 9. Earnest Money Deposit (EMD)
- 10. Clarification
- 11. Amendment or Corrigendum of Tender Document
- 12. Language of Bid
- 13. Bid currency & validity
- 14. Qualification criteria

#### C. Examination of Bids & Award of Contract

- 15. Evaluation Criteria
- 16. Bid evaluation for qualification
- 17. Bid evaluation (financial)
- 18. Correction of errors
- 19. Close Bidding

### D. SCC & GCC

- 20. Special Conditions of Contract (SCC)
- 21. General Conditions of Contract (GCC)

#### PART II: ANNEXURES

- I. Format for unconditional bid certificate
- II. Unit Rates ARC of civil works
- III. Price Bid Format
- IV. Format for declaration of Authorized Signatory
- V. Contractor Safety Manual
- VI. Gate Pass formalities
- VII. Contract Performance Bank Guarantee format
- VIII. Final Settlement (Contract Closure Note)
  - IX. Contract Compliance Form
  - X. Details of the equipment (currently available) to be handed over to the Bidder

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>3</b> of <b>60</b>

#### PART I – INSTRUCTION TO BIDDERS

#### A. General

# 1. General terms & disclaimers

- 1. Any defined term used in this Tender Document shall have the meaning given to it in the definition clause 3 or as is defined elsewhere in this Tender Document.
- 2. For the avoidance of doubt, it is clarified that prospective Bidders shall not be permitted to Bid through a Consortium of any form.
- 3. The purpose of this Tender Document is to provide potential Bidders with information to assist the formulation of their Bid. 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 the Bidders in making their own evaluation of the Bid. Each Bidder shall be solely responsible for satisfying itself as to the information required to submit a Bid for the Scope of Work. 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 its consultants/advisors:
  - i. 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 and/or costs, losses, damages or any other consequences 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
  - ii. 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 understanding of various assumptions arrived at by NPL. Bidders are advised to make their own assessments prior to submitting their Bids.
- 6. Each Bidder shall inspect and examine the relevant infrastructure at NPL Plant and obtain all information required and 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.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>4</b> of <b>60</b>

- 7. By participating in the tender process, each Bidder acknowledges and accepts 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 tender process. Such participation shall be considered as deemed acceptance of the terms and conditions of this Tender Document.
- 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 Work and/or terms described in this Tender Document.
  - b) amend, terminate or suspend any element of the tender 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) with or without assigning 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 fresh Bids; and/or
  - f) proceed with the Scope of Work and/or work of a similar nature in some other manner or not at all.

Notice of such change shall be uploaded on NPL website https://www.nabhapower.com/tenders/coal-procurement-tenders/ 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 with regard to the completeness of the same and any discrepancy in this regard shall be intimated 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 Document is 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 the 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. In such cases, the Earnest Money Deposit (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 upon the Bidders. EMD will not earn interest at any point of time.
- 11. NPL at its sole discretion may cancel or amend the tender process or 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(s) in preparation and submission of the Bid as well as for pre and 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 tender 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 other 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 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.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>5</b> of <b>60</b>

- 14. Bidder shall comply with all the Applicable Laws and requirements/policies of any other statutory authority(s).
- 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 tender process and from participating in the future bids issued by NPL for 3 years or any other period as may be determined by NPL at its sole discretion.
- 16. Unless otherwise specified, any document that is required to be submitted implies that true copy of the same is to be submitted. NPL reserves its right to compare the true copy with the original, in case of discrepancy, the Bid will be rejected as non-responsive.
- 17. NPL reserves its right to make changes/amendments to this Tender Document and any Purchase Order/Work Order/Service Order.
- 18. Bidders shall be responsible for Insurance and safety of its workers, employees, agents etc.
- 19. Bidders for the duration of the tender process shall not, 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). NPL may, at its discretion, disqualify from further involvement in the tender process any Bidder who commits a breach of this condition.
- 20. NPL is concerned to avoid any conflicts of interest and may, at its discretion, disqualify any Bidder from further involvement in the tender process, if an actual or potential conflict of interest arises.
- 21. NPL may, at its discretion, disqualify from further involvement in the tender process any Bidder who is in conflict of interest with one or more Bidders, a Bidder will 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;
  - 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 into such an agreement as mentioned 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.
- 22. 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) preparation and submission of the Bid provided that the Bidder ensures that the receiving party shall be bound to by the terms of the Confidentiality clause;

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03	
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>6</b> of <b>60</b>	

- b) as may be required to be disclosed by judicial 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 Scope of Work.

In respect of any disclosure made pursuant to 22(b) or 22(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.

- 23. All information in relation to this Tender Document and services provided are and shall always remain the property of NPL and must be returned upon demand, without any copies being retained in any form.
- 24. Copyright in the information in relation to the Tender Document and tender 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.
- 25. Bidders shall not issue or release any publicity in relation to, nor comment on, the Contract/PO, the tender process without NPL's prior written consent. 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.
- 26. In the event of any inconsistency, this Tender Document shall take precedence over any other documents or information issued by, or on behalf of, NPL or the Bidder including any SO.
- 27. NPL at its discretion, may disqualify a Bidder, if:
  - a) NPL has terminated any contract with the Bidder in the past on account of breach on the part of the Bidder, of any of the terms and conditions of the said contract in the past 3 years; and/or
  - b) NPL has forfeited the contract performance security or Performance Bank Guarantee of the Bidder in full or in part in the past 3 years; and/or
  - c) There is an ongoing dispute between the Bidder and NPL; and/or
  - d) The Bidder has history of being involved in any fraudulent activity.

#### 28. Tender Schedule:

Date	Event
27-05-2023	Date of availability of Bid document on NPL website
02-06-2023	Last Date of Bid Submission 18:00 Hrs ("Bid Due Date")
03-06-2023	Opening of Technical Bids at 09:30 Hrs
05-06-2023	Opening of Price Bids at 10:00 Hrs
06-06-2023	Close Bidding, if applicable (will be intimated to qualified Bidders)

1. Note: NPL reserves the right, in its sole discretion, to amend the above timelines and events at any time.

#### 2. General information about NPL:

Nabha Power Limited (NPL), a wholly owned subsidiary of L&T Power Development Limited (L&T PDL), is successfully operating a 2 x 700 MW super critical thermal power plant, near Village Nalash, Tehsil



Rajpura, District Patiala, Punjab, India (NPL Plant) since 2014. Efficient and reliable power from NPL forms the backbone of power supply to the state of Punjab.

NPL is among the best running power plants of the country having the performance parameters at par with the most efficient power plants around the globe. NPL has received numerous awards and accolades such as CII national Energy leader award, CII awards for Excellent Energy Efficient Unit as well as Best Innovative Project, Gold CSR Award, **IPPAI award for Best Thermal Power Generator**, National Best Employer Brand Award by Economic Times, etc.

NPL proposes to engage reputed and competent Contractors for carrying out various civil works within the NPL Plant and maintenance of Greenbelt and Landscape under Annual Rate Contract basis. Service Order (SO) shall be awarded to the Successful Bidder i.e. Contractor through competitive bidding. Interested Parties are requested to submit their Bid as per the procedure below:

- 1) Qualification criteria with supporting documents.
- 2) Price Bid as per Annexure-III.

#### 3. Definitions

- **"Annexure"** shall mean any of the annexures, supplements or documents, appended to this document or Service Order and shall form an integral part thereof.
- **"Applicable Laws"** shall mean all laws for the time being in force in India, including all acts, rules, statute, 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 required to perform, establish and discharge rights and obligations of the Contractor under the Contract.
- **"Authorized Signatory"** shall mean the person duly authorized by the Bidder by way of executing a power of attorney as per the format provided in Annexure-IV.
- **"Basic Contract Price"** shall mean the quoted price excluding applicable taxes & duties, which has been offered by the Contractor and accepted by NPL as consideration for the Scope of Work and obligations to be performed under this Tender Document.
- **"Bid/Offer"** shall mean the proposal/offer of the Bidder submitted in response to and as per the Tender Document issued by NPL.
- **"Bidder"** shall mean any Person making the Bid in response to and as required under this Tender Document. For the avoidance of doubt, any references to "the **Bidder**" in this Tender Document or Contract shall be interpreted as "the **Contractor**" once the Bidder's Bid has been accepted by NPL and Contract has been awarded to him.
- **"Confidential Information"** shall mean 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.

- **"Consortium"** shall mean a group of companies and/or organizations and/or firms collectively responding as a Bidder.
- "Contract(s)" shall mean the legally binding contract(s) between Nabha Power Limited and the Successful Bidder(s) consisting of the Tender Document including all addendums, corrigenda, amendments & clarifications and Letter of Award/Service Order(s).
- **"Contractor"** shall mean the Successful Bidder to whom the Contract is awarded by NPL under this Tender Document.
- **"Contract Price"** shall mean price including applicable taxes and duties which has been offered by the Contractor and accepted by NPL for the obligations to be performed under this Tender Document.
- **"Corrupt Practice"** shall mean 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 tender process or in Contract execution.
- "Day" shall mean a period of 24 hours from midnight to midnight.
- **"EIC"** shall mean NPL's Engineer In-Charge for co-ordination with the Contractor for execution of work and fulfilling all the obligations by the Contractor under the Contract. The details of the EIC shall be specified in the SO.
- **"Fraudulent Practice"** shall mean a misrepresentation of facts in order to influence the tender process or the execution of the Contract to the detriment of NPL and/or includes collusive practice among Bidders designed to establish Contract Price at artificial non-competitive levels and to deprive NPL of the benefits of free and open competition.
- **"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 engaged in a similar type of undertaking under the same or similar circumstances.
- "INR" shall mean Indian National Rupee.
- "Month" shall mean a calendar month according to the Gregorian calendar.
- "NPL/Owner" shall refer to 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, which shall include its successors and assigns.
- "NPL Plant" shall refer to the 2 x 700 MW thermal power plant of NPL, near Village Nalash, at Rajpura, in the state of Punjab.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>9</b> of <b>60</b>

"Party" shall mean either NPL or the Bidder/Contractor.

"Parties" shall mean NPL & the Contractor/Bidder collectively.

**"Person"** shall mean 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.

"**Price Bid**" shall mean the proposal submitted by the Bidder giving details of the prices in the sealed envelope as per the format given in Annexure III of the Tender Document.

"Qualification Criteria" as defined in clause no. 14.

**"Service Order(s) / SO(s)"** shall mean the written order issued by Nabha Power Limited to the Contractor for execution of the work to be performed by the Contractor under the Contract.

**"SCC & GCC"** shall refer to the Special Conditions of the Contract and General Conditions of the Contract as specified in clause no 20 and clause no 21 respectively which shall form part of the Contract.

"Scope of Work" as defined in clause no. 4.

**"Successful Bidder(s)"** shall mean the qualified Bidder(s) whose Bid is evaluated to be the lowest after bidding and negotiation (may be done at NPL's sole discretion).

**"Technical Bid"** shall mean submission of the documents by the Bidder(s) to meet the "Qualification Criteria" as set out in the Tender Document.

**"Tender Document"** shall mean this tender document along with all its annexures, formats, addendum, corrigendum and clarifications.

### 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. 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, contractor or in any other capacity whatsoever.
- v. the descriptive headings are for convenience of reference only and not for purposes of construction or interpretation of its provisions.
- vi. 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.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03	1
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>10</b> of <b>60</b>	1

- vii. a reference to a "clause", "schedule", "Annexure" or "exhibit" is a reference to a clause, schedule, Annexure or exhibit of the Contract.
- viii. "including" or "includes" shall be deemed to be qualified by a reference to "without limitation".
- ix. reference to "the Service 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
- x. 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 clauses provided in this Tender Document shall prevail.
- xi. A law shall be construed as a reference to such law including its amendments or re-enactments thereof, for the time being in force.

# 4. Scope of Work:

The Scope of Work includes carrying out various civil works within NPL Plant on day-to-day basis. The work shall be executed following Good Industry Standards and in compliance with Applicable Laws. The detailed Scope of Work is as under:

# 4.1. Scope of Work - Civil

- 4.1.1. The scope of work includes all kinds of civil works as per items provided in Annexure II. The unit rate and amount column shall be derived as per the bidding process and shall be considered for awarding the PO.
- 4.1.2. Basic Contract Price is inclusive of cost towards tools & tackles, plants & machinery, material, consumables, as well as competent manpower which shall be required for ensuring smooth execution of the work.
- 4.1.3. Required material & consumables for execution of ARC of Civil works shall be arranged by the contractor as per Annexure II at his own cost.
- 4.1.4. ARC for Civil works shall be carried out as per the specifications, drawings & instructions given by Engineer In-Charge.
- 4.1.5. Works under ARC for Civil works shall be executed by strictly following Contractor Safety Manual provided in Annexure V.

# 4.2. Scope of work - Maintenance & Development of Green belt and Landscapes

- 4.2.1. Maintenance and upkeep of the plants in the Green Belt covering the entire Green Belt of plants/ trees with proper and timely de-weeding, pruning, irrigation, timely application of manure & fertilizer, ploughing by tractor and cleaning as per requirement etc.
- 4.2.2. Maintenance of landscaping & upkeep of the plants (topiary, shrubs, palm, trees, Hedges etc) with proper and timely De-Weeding, Pruning, Irrigation, timely application of manure & fertilizer and cleaning as per requirement etc.
- 4.2.3. Maintenance of planter, indoor & outdoor plants placed at offices.
- 4.2.4. Maintenance of flower beds at different locations such as hoeing, wedding, transplanting & fertigation etc.
- 4.2.5. Development of new gardens/ plantations
- 4.2.6. Maintenance & development of in-house nursery
- 4.2.7. Works as irrigation, pruning, apply of pesticide, insecticide, manuring, hawing, replacement of dead plants, basin preparation etc.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03	
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>11</b> of <b>60</b>	

- 4.2.8. The available machinery and / equipment required for maintenance works will be handed over to the Contractor at the beginning of the Contract in good working condition. However, its proper use, requisite consumables and subsequent maintenance will be borne by the Contractor for the duration of the Contract. At the end of the Contract, the Contractor will hand over back the said machinery and equipment in good working condition. Any damage breakage to the machinery and/or equipment provided to Contractor for use will be borne by the Contractor, barring normal wear and tear. Details of the machinery to be handed over to the Contractor is attached as Annexure-X.
- 4.2.9. Diesel for running the machinery / equipment shall be provided by NPL as per the requirements. The Contractor shall maintain and submit detailed log sheet / statement of the diesel consumption of all the machineries and equipment on fortnightly basis or as & when asked by NPL.

# 4.2.10. Detailed scope of work - manpower & machinery:

- 4.2.10.1. Supervisors:
- 4.2.10.1.1. Supervision of all Greenbelt & landscaping works
- 4.2.10.1.2. Planning of all day-to-day activities as assigned
- 4.2.10.1.3. Maintaining proper records of attendance of manpower working on each day.
- 4.2.10.1.4. Detail check of area each day wherever the manpower is deployed.
- 4.2.10.1.5. Reporting to the EIC on daily basis
- 4.2.10.1.6. Maintaining of Nursery for maintenance & up keeping of pot plants and development of new plants.
- 4.2.10.1.7. Work should be carried out as per instructions of the EIC.
- 4.2.10.1.8. Qualifications: Diploma/B.Sc Agriculture in Horticulture with 2 to 3 years relevant experience.
- 4.2.10.2. Gardeners:
- 4.2.10.2.1. Maintenance of all Greenbelt & landscaping works
- 4.2.10.2.2. Maintenance of fruit orchards
- 4.2.10.2.3. Cutting & Pruning of Topiary and Hedges
- 4.2.10.2.4. Spraying of growth promoters, insecticide, pesticide & weedicide etc.
- 4.2.10.2.5. Planting & maintenance of seed and plants growing in Nursery.
- 4.2.10.2.6. Maintaining of planter, indoor & outdoor plants placed at offices.
- 4.2.10.2.7. Work should be carried out as per instructions of the EIC.
- 4.2.10.3. Unskilled workers:
- 4.2.10.3.1. Maintenance of all Greenbelt & landscaping works as assigned like watering of plants, basin preparation, Fertigation, spraying, water channel preparation, upkeep of indoor/ outdoor pot plants, moistening of NPL nursery etc. Work should be carried out as per instructions of the EIC.
- 4.2.10.4. Tractor Drivers:
- 4.2.10.4.1. Driver required for operating of tractor in greenbelt and landscape area for works such as ploughing in green belt, spraying for insecticide or pesticide weedicide, tractor trolly, rotavator, shrub master, water tanker etc. Work should be carried out as per instructions of the EIC.
- 4.2.10.5. Tractor:
- 4.2.10.5.1. Hiring of tractor- 35 to 40 HP with hydraulic for operating of water tanker, trolley, mounted sprayers, rotavator, weedicide spray, and bushes cutting by shrub master, Ridge making in green belt as per PPCB norms etc on daily basis inside the plant premises, including operator, diesel & all other required accessories. Work should be carried out as per instructions of the EIC.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03	1
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>12</b> of <b>60</b>	1

# 5. Manpower & machinery requirement at site:

5.1. **Civil works:** Bidder shall quote as per Price Bid format 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.

# 5.2. **Greenbelt and Landscapes:**

- 5.2.1. Supervisor-3 Nos
- 5.2.2. Gardener 4 Nos
- 5.2.3. Unskilled workers 29 Nos
- 5.2.4. Tractor drivers (for NPL tractors) 2 Nos
- 5.2.5. Tractors with drivers 3 Nos (2 Nos for 12 months and 1 No for 3 months)
- 5.2.6. Tractor tankers 3 Nos (2 Nos for 12 months and 1 No for 3 months)

#### 6. Location of the NPL Plant:

NPL Plant is located near Village Nalash, Tehsil Rajpura, District Patiala, Punjab and is accessible by road & rail from Rajpura, Punjab. The nearest broad-gauge railway line is at Rajpura. From Chandigarh, NPL Plant is around 40 km away and is accessible by road.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>13</b> of <b>60</b>

#### **B. PREPARATION & SUBMISSION OF BID**

# 7. Preparation of Bid:

The Bid proposal shall comprise of two stages – stage 1 and stage 2.

S No	Stage	DOCUMENTS TO BE SUBMITTED
		1. EMD in favour of NPL
		2. Power of Attorney as per Annexure-IV
		Signed and stamped copy of Tender Document including all
01	1	Annexures, addendums, corrigenda, amendments, and
01	_	clarifications.
		4. Qualification Requirement Document as per requirement mentioned
		in clause no.14
		5. MSME certificate (if applicable)
02	2	Submission of Price Bid as per Annexure-III of the Tender Document

The Bid shall be "unconditional and non-suggestive". Bids with conditions/ suggestions (including any amendments) shall be rejected by NPL.

The Bids submitted with any deviation with respect to the terms & conditions of the Tender Document including all Annexures shall be rejected, being non-responsive.

Bidder may guote for either or both of the following services:

- a. ARC of civil works
- b. ARC of maintenance & development of Greenbelt and Landscapes

#### 8. Submission of Bid:

8.1. Bidder shall submit the Bid in two sealed envelopes Cover-A and Cover-B within the date and time mentioned in the Tender Document. Both Cover-A and Cover-B shall be sealed in main outer envelop. Bids submitted by mail/telex/telegram/fax/e-mail shall not be considered under any circumstances.

Cover-A shall contain all the requisite documents and Cover-B shall contain the Price Bid.

- 8.2. Prices in Bid should be quoted as per the format in Annexure-III. The Bidder may quote its prices/rates for either or both of the following services fulfilling the terms & conditions of the Tender Document.
  - a. ARC of civil works
  - b. ARC of maintenance & development of Greenbelt and Landscapes

The Bid and supporting documents prepared by the Bidder shall be in English. The prices shall be indicated both in figures and words. In case of any discrepancy between words and figures, the

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>14</b> of <b>60</b>

price in words shall prevail. In case of any discrepancy between unit rates and amount, the unit rates shall prevail.

8.3. Bid & supporting documents shall be submitted in hard copy at the below mentioned address. Erasures, overwriting and other changes on the Bid shall be liable for rejection.

Head Procurement Nabha Power Limited PO Box 28, Near Village Nalash, Rajpura, Distt. Patiala, Punjab - 140301

- 8.4. The Bidder is expected to examine all instructions, forms, terms and conditions, specifications provided in this Tender Document. Bids which fail to furnish complete information required as per the Tender Document in every respect, shall not be entertained and liable to be rejected being non-responsive Bid.
- 8.5. NPL shall not be responsible, for any delay in receipt of the Bids in physical form or in case the Bid Documents in physical form are tampered/lost/delayed or damaged during transit by post/courier/hand delivery. Physical Bid received after the time specified for receipt of Bids is liable to be rejected. However, NPL will have the sole discretion to extend any of the timelines related to the bidding process.

# 9. Earnest Money Deposit (EMD)

9.1. Non-MSME Bidders are required to make an Earnest Money Deposit (EMD) of INR 1,00,000/- (Indian National Rupees One Lakh only) and Micro, Small, Medium Enterprises (MSME) Bidders shall deposit an amount of INR 50,000/- (Indian National Rupees Fifty Thousand only) by way of a Demand Draft (DD) or NEFT/RTGS/IMPS in favour of Nabha Power Limited payable at Rajpura/Chandigarh. Only the Bidders who submit MSME certificate at the time of submission of EMD shall be considered as MSME Bidder. The Bank details for NEFT/RTGS/IMPS are as follows:

Particulars	Description
Beneficiary Name	Nabha Power Limited
Beneficiary Bank Name	ICICI Bank Limited
Beneficiary Branch Name	9A, Phelps Building, Inner Circle, Connaught Place, New Delhi, 110001
Beneficiary Account Number	777705003161
IFSC Code	ICIC0000007

- 9.2. The EMD shall be forfeited in any of the following circumstances:
  - a) if the Bidder withdraws its Bid during Bid validity period.
  - b) if the Bidder, after opening the Bid withdraws or modifies the Bid.
  - c) if the Successful Bidder fails to:
    - i) accept and sign the PO within the specified time period,
    - ii) furnish the required Performance Bank Guarantee within 30 days from the date of the issuance of PO.
  - d) d) if the Bidder or his representative commit any Fraudulent and/or Corrupt Practice while submitting its Bid or during Contract execution.
  - e) if any information/document submitted by the Bidder is found to be false/incorrect.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03	
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>15</b> of <b>60</b>	

- 9.3. The EMD shall be refunded to unsuccessful/disqualified Bidders within fifteen (15) days from the date of the award of PO to the Successful Bidder. The EMD of the Successful Bidder shall be returned within 15 days from the receipt of Performance Bank Guarantee (PBG) under the Contract.
- 9.4. In case of EMD submitted by DD, the demand draft, must reach NPL at the following address before the Bid due date as mentioned in Bid Schedule of Tender Document:

Head Procurement, Nabha Power Limited, P O Box No. 28, Near Village Nalash, Rajpura-140401, Punjab, India.

9.5. NPL shall not be responsible for any delay in receipt of the hard copy of EMD or in case the EMD is tampered/lost or damaged during transit by post/courier. EMD received after the time specified for receipt of Bid Schedule is liable to be rejected and the Bid shall be rejected being non-responsive. NPL shall have the sole discretion to extend any of the timelines related to the bidding process.

### 10. Clarification

Prospective Bidder requiring any further information or clarification may submit the request for clarifications as per the timelines mentioned in the Bid schedule. NPL will provide the clarifications on NPL website within timeline mentioned in the Bid schedule and Bidders can view these clarifications on the NPL website once they are uploaded. The Bidders are advised to regularly check the NPL website.

#### 11. Amendment or corrigendum of Tender Document

At any time prior to the Bid Due Date, 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 NPL website regularly for updates. NPL at its discretion, may extend the timeline for the submission of Bids, clarifications etc.

### 12. Language of Bid

The Bid, supporting documents and all related correspondences must be in English. However, if any printed literature furnished by the Bidder is in any other language, the same shall be accompanied by its true English translation. For all intents and purposes including interpretation of the Bid, the English translation shall prevail.

# 13. Bid Currency and Validity

- 13.1. The Bidder shall quote the prices in Indian National Rupees (INR) as per the Price Bid format provided in Annexure III.
- 13.2. The Bids submitted shall be valid for acceptance for a period of 90 days from Bid due date (Bid validity period). Bid validity can be extended further by mutual agreement.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03	1
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>16</b> of <b>60</b>	1

# 14. Qualification Criteria

SI. No.	Parameters	Minimum Requirement	Supporting Document
А	Experience in execution of civil works	PO not less than INR 75 Lakh under single contract.  OR  Two POs not less than INR 40 Lakh under single contract.  POs executed in a period of 12 consecutive months during the last 4 (four) years ending 31.03.2023.	Self-certified Purchase orders
В	Experience in execution of works related to maintenance and/or development of Greenbelt and Landscapes	PO not less than INR 70 Lakh under single contract.  OR  Two POs not less than INR 35 Lakh under single contract.  POs executed in a period of 12 consecutive months during the last 4 (four) years ending 31.03.2023.	Self-certified Purchase orders
С	Average Revenue of Bidder in the three financial years (FY 2019-20, FY 2020-21 and FY 2021-22)	Rs 50.00 Lakh	Audited financial statement (Income statement and Profit & Loss Statement) or certificate issued by Chartered Account
D	Proof of Incorporation of Bidder		Incorporation Certificate/ Partnership Deed / GST Certificate
Е	PAN		Copy of PAN Card
F	Bidder must be registered under GST Act		GST Certificate

# **Notes:**

- a) Bidders may quote for (a) either A or B or (b) both for A and B.
- b) The Bidders who are providing the requisite services (i.e. ARC of civil works and/or maintenance & development of Greenbelt & landscapes) to NPL in 2022-23 are deemed qualified against this tender. However, they are required to submit all the requisite documents for information to NPL along with the EMD.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03	1
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>17</b> of <b>60</b>	

#### **C. EXAMINATION OF BIDS & AWARD OF CONTRACT**

# 15. Responsive Check

- 15.1. Responsive check The Bid submitted by the Bidder shall be scrutinised to check the furnishing of 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:
  - 15.1.1. EMD of requisite amount not submitted by due date and time.
  - 15.1.2. Bids not received by the due date and time.
  - 15.1.3. Bids not submitted in the specified formats attached with the Tender Document.
  - 15.1.4. Bids not signed by the Authorized Signatory in the manner and to the extent indicated in this document.
  - 15.1.5. Incomplete and/or conditional Bids.
  - 15.1.6. Any request for change in Scope of Work and/or terms & conditions.

# 16. Bid evaluation for qualification.

- 16.1. Bid evaluation will be carried out considering information furnished by the Bidder as per the table mentioned below.
- 16.2. documents will be checked during qualification evaluation:

Sr. No.	Particulars	Yes	No	Remarks
1	Whether the EMD is submitted in favour of Nabha Power Limited and is of requisite amount?			
2	Whether a valid Power of Attorney is provided by the Bidder?			
3	Whether the copy of Tender Document including all addendums/ corrigenda/ amendments/ clarifications has been signed and sealed on all pages by the Authorized Signatory?			
4	Whether the Bidder has taken any deviations from the Bid Document?			
5	MSME Certificate (if applicable)			
6	Qualification Requirement Document as per requirement mentioned in clause no. 14			

- 16.3. Bidders who meet all the above-mentioned criteria shall be considered as qualified Bidders. Bids which are not complete in all aspects as stipulated above and/or without the EMD are liable for rejection.
- 16.4. To assist in the examination and evaluation of Bids, NPL may ask Bidders individually for clarification of their Bids.
- 16.5. All documents submitted as a part of tender process shall become the property of NPL and are not returnable.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03	
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>18</b> of <b>60</b>	

# 17. Bid evaluation (financial)

Bids 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.

If the Price Bids cannot be opened as per the schedule, the qualified Bidders shall be intimated in advance regarding the revised schedule for opening of the Price Bid.

The evaluation of the Bids will be done individually on the lowest landed cost of the following, inclusive of taxes & duties:

- a. ARC of civil works
- b. ARC for maintenance & development of greenbelt and landscapes

#### 18. Correction of errors

Bids determined will be evaluated by NPL for any arithmetical errors. In case of any computation and summation errors, it will be corrected by NPL. If the 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 shall prevail.

# 19. Close Bidding:

- 19.1. The Qualified Bidders shall be asked to submit their Bids quoting their best rates in properly sealed envelope or through password protected file through email, within the stipulated time and at the place as may be disclosed by NPL for the same. Upward revision of the earlier Bid or non-submission of the close Bid at the place and within the stipulated time shall be deemed as withdrawal of Bid.
- 19.2. Selection of Bidders for closed bidding: All techno commercially qualified Bidders except H1 Bidder (Bidder who has quoted the highest price in the sealed envelope during submission of Bid), subjected to a minimum of three Bidders are left after excluding H1 Bidder.
- 19.3. The Bidder with the lowest quote in the closed bidding shall be declared as the L1 Bidder. Similarly, the Qualified Bidder who will quote the second lowest price in the closed bidding shall be declared as the L2 Bidder and so on. NPL may go for final negotiation across the table with L1, L2 & L3 Bidders, if necessary, which will be at the sole discretion of NPL.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03	1
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>19</b> of <b>60</b>	1

#### D. SCC & GCC

# 20. Special Conditions of Contract (SCC)

The Special Conditions of Contract shall form a part of the Contract/ Service Order, Tender Document and specifications as the case may be.

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.

# 20.1. Scope of Work:

The detailed Scope of Work is mentioned under clause 4.1 of this Tender Document, which shall be discharged by the Contractor observing Good Industry Standards.

# 20.2. Bid and price basis:

- 20.2.1. Bid shall cover the price for all the services, responsibilities and obligations of the Contractor under the Scope of Work mentioned under this Tender Document.
- 20.2.2. The Contractor shall make all the necessary arrangements including to & fro transportation, boarding & lodging, local conveyance etc. for his manpower and equipment to be deployed at the NPL Site for carrying out the work, at his own cost.
- 20.2.3. Advance tax is not applicable.
- 20.2.4. Basic Contract Price shall remain firm & fixed throughout the Contract period and shall not be subject to any escalation for any reason, whatsoever.
- 20.2.5. No overtime (OT) charges will be paid by NPL. All overtime charges, if applicable, will be paid by the Contractor and the Basic Contract Price shall be inclusive of the same.
- 20.2.6. The Contractor will communicate well in advance before start of the work, the details of its site incharge 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 EIC.

### 20.3. **Scope of Work understood:**

- 20.3.1. The Bidder hereby accepts that he has understood the Scope of Work in detail including all deliverables, timelines, 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.
- 20.3.2. The Bidder confirms that he has visited the NPL Plant to satisfy himself and understood the formalities of the work, other prevalent conditions, facilities available, position of material & labour etc.
- 20.3.3. No claims on above accounts shall be entertained by NPL for any reasons whatsoever.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03	Ī
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>20</b> of <b>60</b>	Ì

#### 20.4. Taxes & Duties:

- 20.4.1. For the prices mentioned in the Service Order, TDS or any other tax, if applicable shall be deducted from Contractor's bills, as per the statutory requirements. The necessary certificate shall be issued by the Owner at an appropriate time.
- 20.4.2. GST shall be paid along with invoices after fulfilment of following terms:
- 20.4.3. Submission of copy of registration certificate issued by GST authority (Form 6).
- 20.4.4. Claim of GST amount with percentage (%) separately shown on the invoices & its service accounting code (SAC).

#### 20.5. **Payment Terms:**

- 20.5.1. 100% payment along with taxes & duties, if any, subject to deduction of tax at source will be made by EFT (Electronic Fund Transfer) within 30 days against receipt of monthly invoices along with all the required documents and acceptance of work by the NPL Engineer In-Charge (EIC).
- 20.5.2. Following documents should be submitted for payment to NPL Engineer In-Charge:
- 20.5.2.1. Original commercial invoice manually signed duly verified and accepted by the Engineer In-Charge for payment.
- 20.5.2.2. Copy of the wage register.
- 20.5.2.3. Copy of the PF challan indicating the name and PF code for each employee for the preceding month for which the invoice is submitted.
- 20.5.2.4. Contract Compliance Form.
- 20.5.2.5. Performance Bank Guarantee (PBG).
- 20.5.2.6. Any other document as may be required to check compliance with Applicable Laws.
- 20.5.2.7. Attendance sheet of the workers deployed for maintenance of greenbelt and landscapes.

#### 20.6. **Performance Bank Guarantee (PBG)**

The Contractor shall submit a Performance Bank Guarantee (PBG) as per format provided in Annexure VIII equivalent to 10% of the Basic Contract Price for the first year within 30 days of issuance of the PO from any Indian nationalized bank or from HDFC bank, ICICI bank, Kotak Mahindra bank or Axis bank valid for 12 months + 3 months claim period. PBG shall be extended at-least 2 months before the expiry date of PBG and shall be valid for 12 months + 3 months claim period for an amount equivalent to 10% of the Basic Contract Price for the second year and third year respectively till the end of the Contract period. In case of extension of Contract period, the PBG shall be extended for the relevant period along with 3 months claim period.

The Contractor shall maintain the PBG throughout the period of the Contract, including extension (if any). NPL may invoke and encash the PBG either in full or in part as the case may be, if the Contractor fails to perform any of its obligation under the Contract.

The Contractor shall replenish the amount so invoked and encashed within 2 (two) weeks of such invocation and intimation from NPL. If the Contractor fails to replenish the shortfall amount within the

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03	
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>21</b> of <b>60</b>	

stipulated time of 2 weeks, then NPL shall be at liberty to hold works to be performed by the Contractor under the Contract and also hold payment for invoices due, in addition to invocation of PBG in full.

The PBG shall be returned after the settlement of final Invoice issued by the Contractor, after deducting any amount due to NPL from the Contractor.

#### 20.7. **Mobilization Period:**

- 20.7.1. For Resources:
- 20.7.1.1. 100% resources shall be mobilized at NPL Plant within 7 days from the date of issue of SO or Letter of Award (LOA).
- 20.7.1.2. Failure to start the work on or before the date mentioned above may lead to cancellation of the Contact by the Owner.
- 20.7.2. The Contractor should strictly adhere to the mobilization schedule as provided above. In case of any delay due to a Force Majeure event or any reason not attributable to the Contractor, its employees, manpower, representatives etc., the Contractor shall notify the Owner in writing immediately explaining the cause of delay and arrangement for recovering the delay.

#### 20.8. Contract Period:

- 20.8.1. The Contract period will be 12 months (from 1st July 2023 to 30th June 2024).
- 20.8.2. The Contract may be extended further for a period of three (3) months after the successful completion of the Contract period of 12 months on the same rates and terms & conditions. The decision for Contract extension shall be at the sole discretion of NPL and will be final and binding on the Contractor.

### 20.9. Liquidated Damages (LD):

- 20.9.1. In case of any failure whatsoever towards timely mobilization of resources due to any reason attributable to Contractor, the Contractor shall be liable to pay to the Owner liquidated damages, an amount calculated at the rate of 1% per week of delay or part thereof, subjected to max of 10% of the Basic Contract Price. The Parties acknowledge and accept that the LD is genuine pre-estimate of loss that will be suffered by the Owner in case of delay.
- 20.9.2. The Owner shall have the right to deduct and/or set off the liquidated damages from any amount which is due or becoming due to Contractor and/or from the PBG provided by the Contractor. Any shortfall will be recovered by due process of law.
- 20.9.3. Payment or deduction of liquidated damages shall in no way relieve the Contractor from completing the works and discharging all its other obligations under the Contract.
- 20.9.4. The Contractor confirms that the LD amount calculated above is genuine pre-estimate and hereby confirms the same.

#### 20.10. **Penalty Clause:**

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>22</b> of <b>60</b>

- 20.10.1. For maintenance and development of greenbelt and landscapes (will be levied on quarterly basis):
- 20.10.1.1. In case of absent of manpower for any reason whatsoever, penalty shall be levied @ 1.5 times of the per day rate of respective manpower per person.
- 20.10.1.2. In case of non-availability of any machinery for any reason whatsoever, penalty shall be levied @ 0.5% of the invoice amount of the respective month for per day of non-availability or part thereof subject to maximum of 5.0% of the invoice amount of the respective month. Penalty shall be levied for each machinery.
- 20.10.2. In case of damage to machinery and/or equipment provided by NPL, 100% of the repair charges of the respective machinery / equipment will be recovered from the Contractor plus 5% additional amount. In case any machinery / equipment is unrepairable, the new machinery / equipment will be purchase by NPL on the Contractors risk and cost plus 5% additional amount.
- 20.10.3. Breach of discipline/ violation of instructions: The Contractor shall ensure that its entire staff are well behaved and maintain discipline inside the plant premises. If it is observed that any individual or group of workmen engaged by the Contractor do not obey the instruction of the EIC /Owner's representative or misbehave, then in case of such breach of discipline, penalty shall be applicable. The amount shall be decided by NPL EIC subjected to maximum 1% of the monthly Contract Price of the subjected month.
- 20.10.4. Penalty for non-compliance of Occupational health and safety (OHS) & Environmental requirements: The Contractor shall fulfill the OHS & environmental requirements of the Owner in totality. In case of violation of OHS & environmental norms, penalty shall be imposed as per the contractor safety manual (Annexure V) and the amount shall be deducted from the Contractor's monthly RA bill.
- 20.10.5. Scrap should be removed from NPL site to an identified place as per the instruction of EIC immediately after completion of any maintenance work. If not removed within specified time, a penalty of INR 1000 for each occasion will be levied. Segregated scrap shall be shifted to scrap yard at time intervals as informed by EIC.
- 20.10.6. In case of failure to make payment to the workmen on or before 7th day of the next month, penalty @ 1% of gross value of bill for corresponding period for which wage is due per day of default shall be imposed & deducted from the interim running bill maximum to the extent of 5% of the gross value of bill for the said period. Repetition of such default for more than three times shall lead for termination of the Contract with 7 days advance notice to the Contractor.
- 20.10.7. Payment or deduction of penalty shall in no way relieve the Contractor from completing the works and discharging all its other obligations under this Service Order.
- 20.11. **Communication:** All correspondences to this Service order should addressed to:

Head Procurement Nabha Power Limited

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

Contact: 01762-277252

Email: Tender.npl@larsentoubro.com

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>23</b> of <b>60</b>

20.12. **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

- 20.13. **Final Inspection** of the materials shall be carried out at NPL Site. The material(s), if not found in strict compliance to the specifications mentioned under Scope of Work during inspection/testing shall be rejected at the sole discretion of NPL.
- 20.14. 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. 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.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>24</b> of <b>60</b>

# 21. General Conditions of Contract (GCC)

# 21.1. **Statutory Compliance:**

The Contractor shall comply with all statutory rules, regulations and acts in force including but not limited to Provident fund, Workman compensation policy, Labour Act, Code on wages, Code on occupational safety health and working conditions, etc. as applicable under the laws of India and the state of Punjab. The Contractor shall produce all the necessary documents on demand from NPL as may be required. The Contractor shall also be responsible to comply with the anti-corruption laws as prevalent at the time of executing this agreement. 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 inspection and check the records of the Contractor.

# 21.2. Contractor's Labours and Compliances:

- 21.2.1. It is clearly understood and accepted by the Bidders that the Contract to be executed by the Parties shall be on principal-to-principal basis and nothing herein contained shall be constituted or understood as constituting either Party, an agent or representative of the other under any circumstances.
- 21.2.2. The Contractor shall be responsible for payment of compensation/salary/wages of the persons appointed by him for execution of the work under the 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. At any time during the Contract period, the manpower deployed by him is not entitled to and will not claim any employment with NPL.
- 21.2.3. The Contractor shall comply with all relevant labour 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 Service Order.
- 21.2.4. Attendance, Wage and PF Records: The Contractor shall comply with the following:
- 21.2.4.1. Attendance shall be maintained by the Contractor for all his workers.
- 21.2.4.2. Wages Register will be prepared as per the attendance.
- 21.2.4.3. Payment to be made before 7th day of subsequent month as per the Minimum Wages act as may be amended from time to time.
- 21.2.5. Copy of the above shall be maintained by the Contractor and shall be produced whenever required by NPL.

# 21.3. Welfare compliance of the Employees: The Contractor shall provide the following:

- 21.3.1. Provision for housing and accommodation and of potable drinking water, shelter and toilets separate for males & females, as per laid down legal compliances,
- 21.3.2. Canteen facilities for 250 or more contract workers,

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03	
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>25</b> of <b>60</b>	

- 21.3.3. Crèche facility if 50 or more employees are working at site,
- 21.3.4. Strict prohibition against employment of children, below eighteen years of age
- 21.3.5. Compliance related to health, hygiene and sanitation.

### 21.4. **Confidentiality:**

- 21.4.1. The term 'Confidential Information' shall include any and all information or data of a scientific, technical, commercial or financial nature disclosed between by NPL in relation to the Contract, or which is obtained by the Contractor from NPL 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, Contractor information, market intelligence, business working, operations, affiliates and other business strategies and other commercial information of a confidential nature.
- 21.4.2. The Contractor shall not disclose any Confidential Information received from NPL to any third party. Nothing contained in this Tender Document 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 NPL on the Contractor any right, license or authority in or to the information provided. The Contractor shall use the Confidential Information only for the limited purpose of the Contract between the Parties and for no other purpose whatsoever.
- 21.4.3. In maintaining the confidentiality of Confidential Information hereunder the Contractor agrees that it shall not, without first obtaining the written consent of NPL, 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 the Contractor 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".
- 21.4.4. The Contractor 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.
- 21.4.5. The Contractor shall 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 the Contractor.
- 21.4.6. In case the Contractor becomes legally compelled to disclose any of the information, the Contractor shall use all reasonable endeavors to provide, wherever possible, NPL with prompt notice so that NPL 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 NPL waives compliance

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>26</b> of <b>60</b>

with the provisions of the Contract, the Contractor will furnish, or will provide the furnishing of, only that portion of the Confidential Information which is legally compelled for.

- 21.4.7. The obligations contained below, shall not apply to Confidential Information which is in the public domain at the time of disclosure to the Parties; or
- 21.4.8. 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
- 21.4.8.1. 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
- 21.4.8.2. which is independently developed through the receiving Party's expertise; or
- 21.4.8.3. which is approved for release in writing by the Party to which the Confidential Information belongs.

#### 21.5. **Suspension of Works:**

- 21.5.1. 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.
- 21.5.2. NPL however, shall not be responsible for any liabilities for suspension or delay and no idle charges shall be payable.

### 21.6. **Pre-despatch Clearance (if applicable)**:

Items should be dispatched from Contractor's facilities only after the issue of MDCC (Material Despatch Clearance Certificate) by NPL. Without restricting the generality of the provisions of conditions set forth herein, it is understood and agreed that Contractor alone shall be responsible for the quality of the supplies as per the specifications of the Contract / Service Order.

### 21.7. Change in taxes, cess, levies charges:

- 21.7.1. If there is any increase in duties, taxes, cess due to misclassification of the product by the Contractor, the same will be borne by the Contractor.
- 21.7.2. Similarly, if the Contractor had failed to declare any taxes, duties, cess which was prevailing at the time of submitting the offer and the Contractor realizes his mistake after placement of order on them, these non-declared taxes, duties and levies will be to the Contractor's account within and beyond the contractual delivery date.
- 21.7.3. 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.
- 21.7.4. In case of introduction of any new tax and/or duties or increase in rates by the statutory authorities, same will be paid by NPL as applicable from the date of implication.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03	1
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>27</b> of <b>60</b>	

21.7.5. 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.

#### 21.8. **Termination for Default:**

NPL reserves the right to terminate the Contract with 7 days' notice, if:

- 21.8.1. Contractor's performance is found to be not as per the Good Industry Standards.
- 21.8.2. 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/company, 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.
- 21.8.3. Contractor, in the judgment of NPL has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract.
- 21.8.4. Contractor disregards or violates any Applicable Laws, policies and/ or Applicable Permits.
- 21.8.5. Contractor delays in executing the Contract, which results in reaching cap of Liquidated Damages due under the terms of the Contract.
- 21.8.6. Contractor commits a breach of the Contract.
- 21.8.7. Contractor abandons, ceases its performance of the work/services or repudiates the Contract.
- 21.8.8. Contractor persistently fails to timely correct defects and deficiencies in accordance with the terms of the Contract.
- 21.8.9. Contractor fails to pay to NPL any undisputed amount due by the date required for such payment.
- 21.8.10. Contractor fails in co-ordination with other Contractors working in the same or adjacent projects.
- 21.8.11. Contractor initiates M&A (Merger or Amalgamation) proceedings without obtaining a NOC from NPL prior to such initiation.
- 21.8.12. Contractor fails to comply with or disregards any Applicable Laws, Applicable Permits and/or statutory requirements.
- 21.8.13. In any of the events as mentioned above, the Owner has rights to complete the balance works or get the same completed 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 or getting the same completed. The Owner may deduct this amount from any of the dues payable to Contractor by the Owner and/or from the PBG furnished by the Contractor and recover the balance, if any, through process of law.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>28</b> of <b>60</b>

#### 21.9. Termination for convenience:

NPL can terminate the Contract with three months' notice period 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.

#### 21.10. Waiver:

Any failure of NPL to insist in any one or more instances upon strict performance of the Agreement or to exercise any option herein contained irrespective of the length of time for which such failure continues, shall not be construed as waiver of any promise or option but the same shall remain and continue in full force and effect. 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/Service Order) shall be deemed to be a waiver of such rights unless expressly made in writing by the Party waiving its rights. Notwithstanding anything to the contrary contained in the Contract, the receipt by NPL, as applicable, of any Material/service with knowledge of the breach of any of the terms or conditions of the Contract/ Service Order shall not be deemed a waiver of such breach and no waiver by NPL or Contractor of any breach shall be deemed to have been made unless expressed in writing and signed by NPL or Contractor 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 change, amendment modification or waiver shall be in writing and signed by the Parties.

#### 21.11. Assignment, subcontracting and subletting:

- 21.11.1. The Contractor shall not subcontract the work or any part of the same to any other Person without prior written approval from NPL.
- 21.11.2. If the permission is granted, a similar agreement will be signed with the sub-Contractor, who should have required competency to complete the Scope of Work or the part thereof, as the case may be.
- 21.11.3. Such Assignment, transfer or subletting shall not relieve the Contractor from any obligation, duty and responsibility under the Contract. Any subletting, transfer or assignment without the prior written approval shall be void.

#### 21.12. **Indemnity**:

Contractor hereby accepts full responsibility and agrees to keep NPL, its Directors, employees, agents, successors and assigns indemnified and shall hold them harmless from all acts of omission and commission on the part of the Contractor, his agents, sub-contractors and employees in execution of the Service Order. The Contractor also agrees to defend and undertakes to indemnify NPL and also hold NPL harmless (i). from any and all claims for injury to or death of any person/s and for damage to the property arising out of or in connection with the performance of the work/service under the Service Order, (ii). 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, royalties which may be payable in respect of any article/or part thereof, (iii). relating to statutory and tax related liabilities and (iv). due to noncompliance of any Applicable Laws or any condition/s of Applicable Permits.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03	1
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>29</b> of <b>60</b>	1

### 21.13. Before Commencement of work:

The Contractor or his security and safety inspector shall on the day prior to start of the work at NPL Plant, comply with the following:

- 21.13.1. All workmen shall report at main gate of NPL Plant at given time on the first day of work, to enable making of gate pass, the Contractor shall issue photo ID cards to all its workers.
- 21.13.2. Contractor's security inspector shall mark attendance, provide uniform and safety equipment as required.
- 21.13.3. Contractor's security inspector shall obtain work permit duly signed by the site in charge in whose department they will be working.

# 21.14. Quality, Environment, Health & Safety:

- 21.14.1. Health and Safety: The Contractor shall comply with the following:
- 21.14.1.1. 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 Plant.
- 21.14.1.2. All employees will be given adequate Safety Training before they are asked to work at NPL Plant.

  A certificate duly signed and stamped by Safety Department shall be handed over to NPL representative,
- 21.14.1.3. Contractor shall 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's Engineer In-Charge in charge of the work at the expenses of the Contractor.
- 21.14.1.4. Contractor's security inspector shall ensure that all safety and health related compliances are followed at NPL Plant.
- 21.14.1.5. 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.
- 21.14.1.6. 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, who are not covered under ESI Act. He shall abide by all fire, safety and environment policies and rules of NPL.
- 21.14.1.7. Contractor shall maintain the service and carry out the work as per the Good Industry Standards to ensure a consistent level of quality in the work / service, executed / provided under the Service Order and to ensure that the work / service, executed/provided conform to all applicable

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03	1
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>30</b> of <b>60</b>	1

professional standards and requirements, and to the specifications set forth in the Service Order and are suitable to meet specific requirements of NPL as explained.

- 21.14.1.8. 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.
- 21.14.1.9. Contractor should follow all safety norms/procedures as per Indian Railway standard while performing any job, in addition to safety procedures prescribed by NPL.
- 21.14.2. Quality & Environment: The Contractor shall comply with the following:
- 21.14.2.1. The standards of the quality to be followed shall be as per Good Industry Standards and standard/mutually agreed field quality and material quality assurance plan.
- 21.14.2.2. 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 Service Order.
- 21.14.3. Contractor shall ensure that disposal of all type of waste be disposed in accordance with Applicable Laws and as per the procedures laid down by NPL and in case there is no reference then the same shall be disposed as per the standard practices being followed in the industry of similar type and size.

# 21.15. Aggregate Liability:

- 21.15.1. The aggregate liability of the Contractor under this Contract shall not exceed 100% of the basic Contract Price, except in respect of the matters covered under indemnity and/or damage to property clause.
- 21.15.2. Notwithstanding the Aggregate Liability clause, the Contractor agrees to undertake to indemnify NPL and keep NPL harmless from any and all claims for injury or death of any person/s and for damage to the property arising out of or in connection with the performance of work/service under the Service Order. The limitation of liability will not apply in such cases.

### 21.16. **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 after issuance of the Contract Closure note by the Contractor as per the format provided in Annexure-IX. Completion certificate issued by NPL shall be considered as completion of work.

### 21.17. Force Majeure:

21.17.1. '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:

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03	1
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>31</b> of <b>60</b>	

- 21.17.1.1. Flood, drought, lightening, cyclone, storm, earthquake, volcanic eruption typhoon, tornado and such natural occurrences; or
- 21.17.1.2. Explosion, fire, contamination of atmosphere by radioactive or hazardous substances; or
- 21.17.1.3. War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, embargo, terrorist or military action; or
- 21.17.1.4. Civil disturbance such as riot, blockade, revolution, riot, insurrection, etc; or
- 21.17.1.5. Industry wise /nationwide strikes; or
- 21.17.1.6. 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
- 21.17.1.7. Pandemic, epidemic;

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

- 21.17.2. Force Majeure shall not include unavailability, late delivery or changes in cost of the equipment, machinery, material, spare parts, consumables required to perform the work or delay in the performance by any sub-contractor or agents of the Contractor, strikes or labor disturbances by Contractor's employees/staff/labor.
- 21.17.3. Affected Party means the Party whose performance has been affected by an event of Force Majeure.
- 21.17.4. 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.
- 21.17.5. The Affected Party shall use its reasonable efforts to mitigate the effect of any event of Force majeure as soon as practicable.
- 21.17.6. 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.
- 21.17.7. 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.

#### 21.18. Law Governing the Contract:

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

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03	Ī
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>32</b> of <b>60</b>	1

#### 21.19. **Dispute Resolution and Arbitration**

- 21.19.1. If any dispute or difference of any kind whatsoever (a "Dispute") shall arise between NPL and the Contractor in connection with, or arising out of, or relating to the Contract or the breach, termination or validity hereof, NPL and the Contractor shall attempt in good faith, to settle such Dispute in the first instance by mutual discussions initially between the Contractor and NPL.
- 21.19.2. If the Dispute cannot be settled within thirty (30) Days by mutual discussions as contemplated by clause no. 21.19.1 above, 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.
- 21.19.3. The language of the arbitration shall be English, the place and seat of arbitration shall be at Chandigarh, India
- 21.19.4. The arbitral tribunal shall consist of three arbitrators. Each Party shall select one arbitrator of its choice within 30 Days of giving/receipt of the demand for arbitration. The two arbitrators selected by the Parties shall select the third arbitrator.
- 21.19.5. The award rendered shall be in writing and shall be final & binding on the Parties.
  - Notwithstanding the above, during the pendency of any arbitration, the Parties shall continue to perform their respective obligations under the Contract and undisputed payment due or payable by NPL shall not be withheld on account of such proceedings.
- 21.19.6. 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 and award the same in favor of any Party to the Dispute.
- 21.19.7. The provisions of this clause shall survive the termination of the Contract.

#### 21.20. 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 **s**even 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.

#### 21.21. Non-exercise of rights, no waiver:

A valid waiver by NPL shall be in writing and executed by its authorized representative. Neither the failure by NPL to insist on the performance of the terms and conditions of the Contract nor time and other indulgence granted by NPL to the Contractor shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right under the Contract, which shall remain in full force and effect. In any case in which any of the powers and rights conferred upon NPL shall

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>33</b> of <b>60</b>

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.

#### 21.22. Compliance with Applicable Laws:

All works shall be executed by the Contractor in accordance with the Applicable Laws relating to the work and rules and regulations thereunder and statutory modifications thereof.

#### 21.23. 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.

#### 21.24. **Idle Time:**

No idle time/ downtime shall be payable for whatsoever reasons to Contractor.

#### 21.25. Damage to Property:

The Contractor shall be responsible for any loss or damages caused to the property and or interest of NPL and shall be liable for replacement, repair and making good the same, whether caused by any act of the Contractor, sub-Contractor, Contractor's labour or his sub-Contractor's labour, their employees and other personnel, whether carried out deliberately or not, and will also attract severe deductions as decided by NPL on case to case basis.

# 21.26. **Language:**

The Contract including the Purchase Order and all schedules, annexures (if any) 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 (if any) 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.

#### 21.27. Jurisdiction:

The court at Chandigarh (Punjab) shall have exclusive jurisdiction to entertain and try all matters arising out of this Contract.

### 21.28. Relationship:

Contractor shall perform the terms and conditions of the Contract as an independent Contractor. 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. Contractor its agents, employees, representatives or affiliates shall under no circumstances be

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>34</b> of <b>60</b>

deemed as agents or representatives of NPL or its affiliates. Neither Contractor nor Contractor's permitted sub-contractors nor the employees of any of them shall be deemed for any purpose to be employees of NPL. It is understood and accepted by the Parties that the Contract executed by the Parties is 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.

#### 21.29. **Merger & Amalgamation**

Contractor shall obtain a No Objection Certificate (NOC) from NPL before any merger or amalgamation. On receipt of NOC, the Contractor shall ensure that all the contractual obligations are duly carried out after such merger or amalgamation by the merged / amalgamated entity.

# 21.30. **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 Confidential Information, Compliance with Applicable Laws, Indemnity, Waiver, Governing Law and Dispute Resolution and Arbitration.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>35</b> of <b>60</b>

#### **Annexure -I**

# FORMAT FOR UNCONDITIONAL BID CERTIFICATE (To be submitted on 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 the Bid submitted by us is unconditional & non-suggestive and that we have not made any deviation from the Tender Document. We hereby confirm our unqualified acceptance to all the terms & conditions of the Tender Document No. **NPL/Proc/2023-24/03**, unqualified compliance to the technical specifications and acceptance to the bidding process.

We also confirm that in case any deviation in any part of our Bid at any part of time, whether implicit or explicit, is observed, our Bid shall be rejected, at NPL's sole discretion.

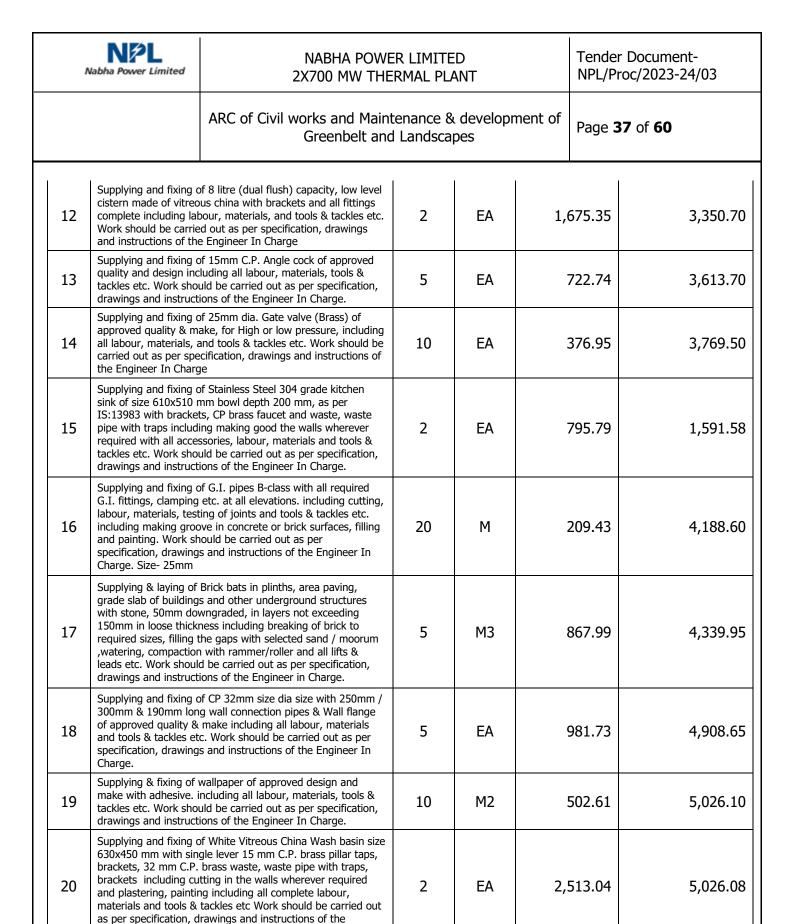
SEAL	SIGNATURE	
	NAME	
	DESIGNATION	l
	COMPANY	
	DATE	

\*To be signed by Authorized Signatory

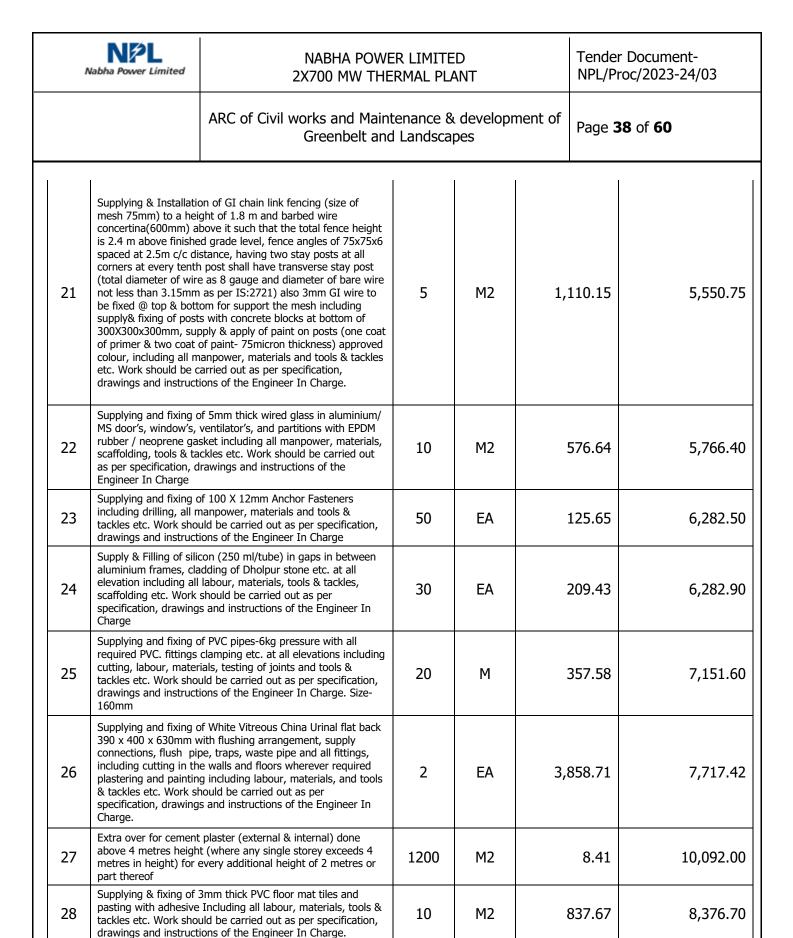
Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>36</b> of <b>60</b>

# Annexure-II (A): Unit Rates - ARC of civil works

SI. No.	Description of Work	Qty	Unit	Rate (INR/Unit)	Amount (Rate x Qty)
1	Supplying and fixing of 100 x 58 x 1.90 mm ISI marked M.S. pressed butt hinges bright finished with necessary screws etc. including all manpower, materials and tools & tackles etc Work should be carried out as per specification, drawings and instructions of the Engineer In Charge.	30	EA	46.08	1,382.40
2	Supplying and Fixing of 110 X 75mm PVC floor trap including all labour, materials, tools & tackles etc. Work should be carried out as per specification, drawings and instructions of the Engineer In Charge	5	EA	281.06	1,405.30
3	Supplying and fixing of 200 x 16 mm ISI marked oxidised M.S. sliding door bolts with nuts and screws etc. complete including all manpower, materials and tools & tackles etc. Work should be carried out as per specification, drawings and instructions of the Engineer In Charge.	15	EA	100.53	1,507.95
4	Supplying & fixing of 100mm dia. SS jali including all labour, materials and tools & tackles etc. Work should be carried out as per specification, drawings and instructions of the Engineer In Charge	20	EA	75.78	1,515.60
5	Supplying and fixing of solid plastic seat with lid for pedestal type W.C. pan with screws including labour, materials, and tools & tackles etc. Work should be carried out as per specification, drawings and instructions of the Engineer In Charge.	5	EA	376.95	1,884.75
6	Supplying and fixing trap of self-cleansing design with screwed down or hinged grating with or without vent arm complete, including cost of cutting and making good the walls and floors including all labour, materials, tools & tackles etc. Work should be carried out as per specification, drawings and instructions of the Engineer In Charge	5	EA	418.84	2,094.20
7	Supplying and fixing of 15mm C.P. brass bib cock of approved quality and design including all labour, materials, tools & tackles etc. Work should be carried out as per specification, drawings and instructions of the Engineer In Charge.	6	EA	370.12	2,220.72
8	Supplying and fixing of 100mm dia. D-joint including all labour, materials, tools & tackles etc. Work should be carried out as per specification, drawings and instructions of the Engineer In Charge.	5	EA	460.72	2,303.60
9	Supplying and fixing of GI Barbed Wire in standard design of 2 ply 4 forks i.e. 2 stranded line wires and barbing wire consisting of 4 forks including all manpower, materials, and tools & tackles etc. Work should be carried out as per specification, drawings and instructions of the Engineer In Charge.	50	KG	54.45	2,722.50
10	Supplying and erection of 0.8mm thick 600mm width GI ridge at different elevation including transportation, handling at site, scaffolding, welding, bolting, drilling, cutting, fixing with self-tapping screw or J or L hooks. It also includes all manpower, materials, and tools & tackles etc. Work should be carried out as per specification, drawings and instructions of the Engineer In Charge.	15	М	188.48	2,827.20
11	Supplying & Fixing of glass rubber for sealing of aluminium door's and window's including all labour, materials, tools & tackles etc. Work should be carried out as per specification, drawings and instructions of the Engineer In Charge	100	М	29.32	2,932.00



Engineer In Charge



10

M2

1,005.22

10,052.20

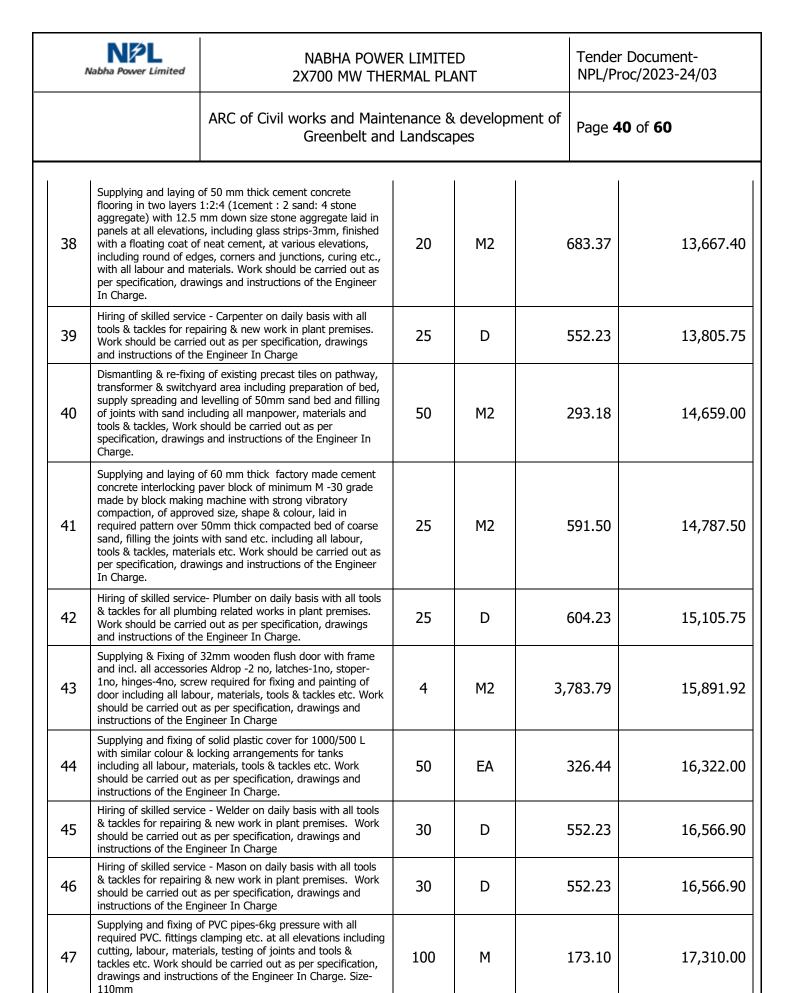
Supplying and fixing of 3mm thick ACP sheet on 25mm thick aluminium tube at various elevations including framework of aluminium tube. It also includes all manpower, materials,

and tools & tackles, fastener, scaffolding, cutting, filling of

silicon in gaps/joints etc. Work should be carried out as per specification, drawings and instructions of the Engineer In

29

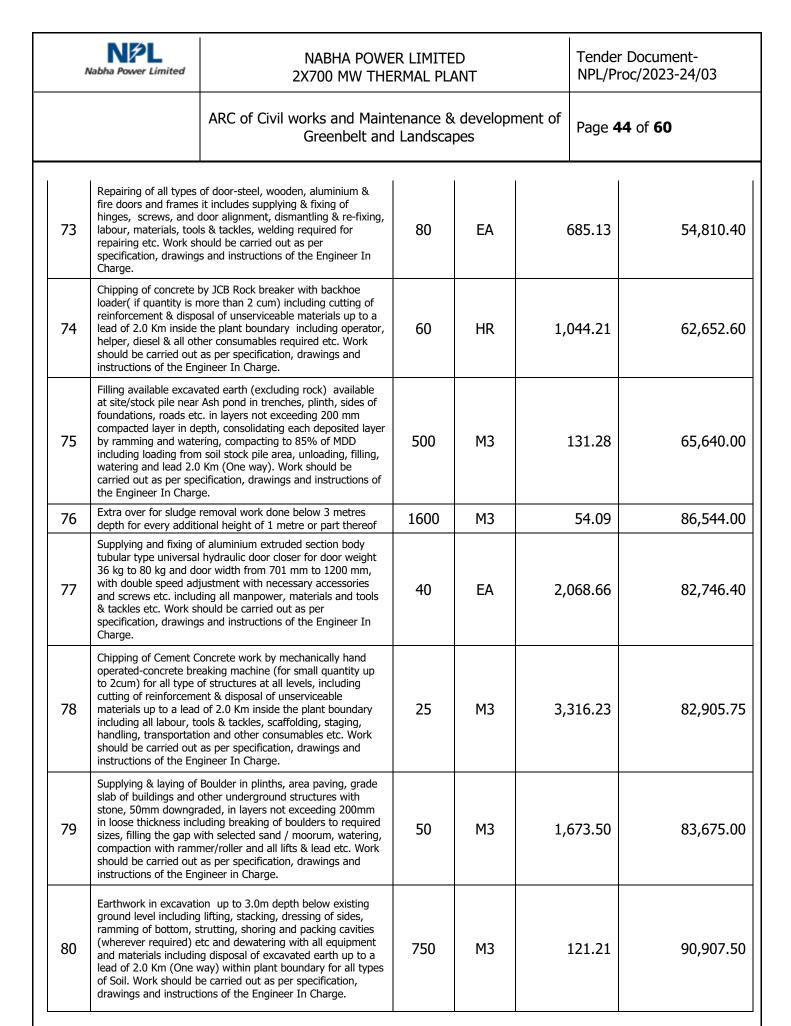
,	Nabha Power Limited	NABHA POWE 2X700 MW THE					Document- oc/2023-24/03
		ARC of Civil works and Maint Greenbelt and	Page <b>39</b> of <b>60</b>				
30	consisting of G.I. fram Supplying and fixing of fixed to the wall and of to centre with dash fa 12.5mm POP board of including labour, mate Work should be carried	ying and fixing of POP board ceiling at all levels ting of G.I. frame and required board, including ying and fixing of 50mm frame work and extra support, to the wall and ceiling at the spacing of 610 mm centre with dash fastener of 12.5 mm dia meter and mm POP board on both sides, tapping of the joints ing labour, materials, scaffolding, tools & tackles etc. should be carried out as per specification, drawings estructions of the Engineer In Charge.		M2		540.05	10,801.00
31	(European type) with vitreous china flushing (1.0 m Length) & C.P. brackets, cutting in the and plastering, painting materials and tools &	of White Vitreous China water closet seat and lid, 8 litre low level white g cistern (dual flush), SS health faucet. flush bend 40mm with fittings & C.I. e walls and floors wherever required ng the same, including all labour, tackles etc. Work should be carried out rawings and instructions of the	2	EA	5,4	465.89	10,931.78
32	all elevations including tackles etc. Work sho	of 1 mm thk sunmica with adhesive at g cutting, labour, materials and tools & all be carried out as per specification, ions of the Engineer In Charge.	15	M2	!	934.29	14,014.35
33	up to ceiling height co board, including Supp and extra support, fix spacing of 610 mm ce 12.5 mm dia meter ar tapping of the joints in tools & tackles etc. W	of 75mm thick Gypsum board partition on sisting of G.I. frame and required lying and fixing of 50mm frame work ed to the floor and ceiling at the entre to centre with dash fastener of all 12.5mm POP board on both sides, including labour, materials, scaffolding, ork should be carried out as per sand instructions of the Engineer In	25	M2		460.72	11,518.00
34	grade of VG-10 of app building roofs and oth cleaning the surface v cloth lightly soaked in materials, tools & tacl	a coat of residual petroleum bitumen proved quality using 1.7 kg per Sqm on er water retaining structures after with brushes and finally with a piece of kerosene oil, including labour, kles etc. Work should be carried out as wings and instructions of the Engineer	100	M2		117.28	11,728.00
35	glass panels, including materials, tools & tack	frosted glass film over glass window & g surface preparation, manpower, kles etc. Work should be carried out as wings and instructions of the Engineer	20	M2		594.75	11,895.00
36	Surface dressing of the vegetation and inequal compaction required) 2.0 Km (One way) instackles etc. Work should drawings and instructions.	1000	M2		13.12	13,120.00	
37	and frames. it include latches, screws, glass and re-fixing, labour, repairing etc. Work sh	of window- steel, wooden, aluminium s supplying & fixing of hinges, handle, beeding and alignment, dismantling materials, tools & tackles required for lould be carried out as per s and instructions of the Engineer In	80	EA		167.54	13,403.20



,	Nabha Power Limited	NABHA POWE 2X700 MW THE				Tender Document- NPL/Proc/2023-24/03		
		ARC of Civil works and Maint Greenbelt and	Page <b>41</b> of <b>60</b>					
48	aluminium doors, win including fastener, sca includes all manpowe	fixing of 5mm thick acrylic sheet on rs, windows, louvers at various elevations her, scaffolding, cutting, shifting. It also hopower, materials, and tools & tackles etc. e carried out as per specification, drawings of the Engineer In Charge		M2	1,185.56		17,783.40	
49	approved make at diff & window including so for the support to par for corner and edges fittings. Including all I scaffolding, handling,	8.0 mm thick PVC panelling of ferent elevation on walls, ceiling, door upplying & fixing of aluminium section lelling, screws, L section and U section etc., making cut out for electrical abour, materials, tools & tackles, transportation etc. Work should be cification, drawings and instructions of je.	25	M2		712.03	17,800.75	
50	marked, anodised, or design with necessary materials and tools &	of 150 mm aluminium handles, ISI dyed to required colour or shade, or screws etc. including all manpower, tackles etc. Work should be carried out trawings and instructions of the	25	EA	729.36		18,234.00	
51	of approved brand for cost of cutting in floor stainless-steel cover p complete including all	of double action hydraulic floor spring of double action hydraulic floor spring of door weight up to 125 kg, including or, embedding machine in floors and plate minimum 1.25 mm thickness labour, materials, tools & tackles etc. and out as per specification, drawings are Engineer In Charge	10	EA	1,842.88		18,428.80	
52	over 20 mm thick bas coarse sand) laid and with pigment to match elevations, including r tools & tackles etc. W	of 20mm thick Kota stone slab flooring e cement mortar 1:4 (1 cement: 4 jointed with grey cement slurry mixed h the shade of the slab, at all subbing, polishing, labour, materials, ork should be carried out as per s and instructions of the Engineer In	20	M2	9	959.86	19,197.20	
53	trenches and other ur layers not exceeding a consolidating each de including spreading al testing. Work should	of sand in plinths, foundations, aderground structures, pipes etc., in 200mm compacted layer in depth posited layer by ramming and watering and laying with labours/machinery, be carried out as per specification, ions of the Engineer In Charge.	20	М3	1,0	010.01	20,200.20	
54	Supplying and erectio Gutter at different ele handling at site, scaffi cutting, fixing with se includes all manpowe Work should be carrie and instructions of the	30	М	,	672.44	20,173.20		
55	Hiring of Tandem rolle hourly basis including required accessories. specification, drawing Charge.	10	D	2,	197.97	21,979.70		
56	approved quality, for including all labour, m	of 25mm dia. Float valve (brass) of pressure up to 10kg, with plastic floats naterials, and tools & tackles etc. Work as per specification, drawings and gineer In Charge	50	EA		460.72	23,036.00	

,	Nabha Power Limited	NABHA POWE 2X700 MW THE					r Document- roc/2023-24/03
		ARC of Civil works and Maint Greenbelt and		•	ment of	Page <b>4</b>	<b>12</b> of <b>60</b>
57	tank triple layer, IS: 1 arrangement and mal outlet and overflow p tools & tackles etc. W	of 500 L polyethylene water storage .2701 marked, with cover, locking king necessary holes & fittings for inlet, ipes including all labour, materials, lork should be carried out as per s and instructions of the Engineer In	5	EA	4,7	724.94	23,624.70
58	screws as per approve manpower, materials	of SS Door lock with handle including ed design and Shade including all and tools & tackles etc. Work should specification, drawings and instructions arge.	15	EA	1,!	586.51	23,797.65
59	capacity) and other a cutter on daily basis in operator, helper, dies	hydraulic jack trolley (minimum 3 cum ttachments i.e. rear blade & brush nside the plant premises, including el & all other required accessories. ed out as per specification, drawings e Engineer In Charge.	15	D	1,8	831.60	27,474.00
60	Supplying and laying flooring in required do (average) thick base coarse sand), laid and pointing with white commatching shade include polishing, manpower,	of 18 mm thick Polished Granite stone esign and patterns, over 20 mm of cement mortar 1:4 (1 cement : 4 d jointed with cement slurry and ement slurry admixed with pigment of ding double moulding, rubbing, materials and tools & tackles etc. Work as per specification, drawings and	10	M2	2,760.59		27,605.90
61	Fabrication, erection a Structural steel in NPI including rolled section sections etc., in column bracings, cleats, inclused at site, with welding, embedding, holding in rolling, grinding, etc. of enamel paint and control	1	ТО	28,	524.61	28,524.61	
62	applying of greasing, pump welding, nut & for running of pump.	pump including repairing, Supplying & pipe fixing, valve & coupling change, bolt etc including all materials required Work should be carried out as per s and instructions of the Engineer In	15	EA	2,0	094.19	31,412.85
63	Supplying and laying (machine cut edges) backing filled with a gmortar 1:3 (1 cement with silicon (To be semeans of cramps and scaffolding, and tools out as per specification Engineer In Charge	25	M2	1,7	299.35	32,483.75	
64	of grease and fixing of complete including all tackles required for re	utter including supplying and applying floose nut & bolts, spring etc. all labour, materials, scaffolding, tools & epairing etc. Work should be carried out lrawings and instructions of the	400	Sqm		102.28	40,912.00

I	Nabha Power Limited	NABHA POWE 2X700 MW THE					Tender Document- NPL/Proc/2023-24/03		
			ARC of Civil works and Maintenance & development of Greenbelt and Landscapes						
65	& Partitions, including frosted film & silicon f tackles etc. Work show	12 mm thick toughened glass in doors g supplying and fixing of SS fittings, filling all manpower, materials, tools & buld be carried out as per specification, tions of the Engineer In Charge.	10	M2	3,!	582.19	35,821.90		
66	frames at various elev cutting, shifting. It als and tools & tackles et specification, drawing	of 3mm thick fibre sheet on MS/SS vations including fastener, scaffolding, so includes all manpower, materials, tc. Work should be carried out as pergs and instructions of the Engineer In king of MS/SS frame will be paid in	50	M2	7	792.93	39,646.50		
67	wall/wndow including sizes including all labor includes as per below 1) Aluminium Section shade)- 60 X 40mm (2) Glass- Plain float glass). 4) Aluminium fittings Door Stopper, tower be 5) Frosted Glass Film 6) Gap Filling- Filling operimeter joints (between sonry) 7) Glass Rubber- Filling strip with glass rubber sizes in the size of the size	n powder coated (as per approved (14 gauge/1.63mm) glass-5mm n Ply -6mm (if required instead of  - Door Handle, Door closer, Hinges, bolt, Aldrop. on the glass as per approved design of gap with silicon. The silicone for ween Aluminium section and RCC/Stone and of gap between glass and aluminium er er specification, drawings	15	M2	2,709.35		40,640.25		
68	(where any single sto	CC work done above 4 metres height orey exceeds 4 metres in height) for ht of 1 metres or part thereof	1000	М3	54.09		54,090.00		
69	(where any single sto	vork done above 4 metres height orey exceeds 4 metres in height) for ht of 2 metres or part thereof	250	М3	217.53		54,382.50		
70	different sizes (300 X absorption less than C colours and shades, la (1 cement : 4 coarse @ 3.3 kg/ sqm at all with white cement an labour, materials, tool	of 8 mm thick vitrified wall tiles in (300 mm or 300 X 450 mm)with water 0.08% and of approved make, in all laid on 12mm thick cement mortar 1:4 sand), jointing with grey cement slurry elevations including grouting the joints and matching pigments etc., including pls & tackles etc. Work should be carried on, drawings and instructions of the	50	M2	7	746.38	37,319.00		
71	Supplying and laying of Continuous type hot naggregates and penet per sqm, laid to the specifications includin handling, transportations per specification, draw In Charge.	800	M2	49.51		39,608.00			
72	structures at all levels including disposal of u 2.0 Km. in the plant b tackles, scaffolding, st Work should be carrie	plaster work by manually for all type of s, for making grooves, repair etc, unserviceable materials up to a lead of boundary including all labour, tools & staging, handling, transportation etc. ed out as per specification, drawings le Engineer In Charge.	1500	M2		34.95	52,425.00		



,	Nabha Power Limited	NABHA POWE 2X700 MW THE					Tender Document- NPL/Proc/2023-24/03	
			ARC of Civil works and Maintenance & development of Greenbelt and Landscapes					
81	m)- 30no's, pipe line- 2no's including all the (sucker, tractor trolley materials up to a lead	f all STP connecting chamber( 2 X 2 X2 1850m & main chamber (5 X 5 X5m) - manpower, materials, machinery v) required for it and dispose of all of 2.0 Km. Work should be carried out rawings and instructions of the	2	EA	49,	527.63	99,055.26	
82	6mm glass, 2mm air of partitions. including si frosted film & silicon fitackles etc. Work should be simple to the silicon from the silicon fro	12 mm thick toughened glass (6+2+4) gap and 4mm glass in doors & upplying and fixing of SS fittings, filling all manpower, materials, tools & uld be carried out as per specification, ions of the Engineer In Charge.	7	M2	14,8	858.29	104,008.03	
83	manpower with the higrass and bushes, cle bottle etc) dispose of trolley within plant are	e upto 3.00 mtr depth by machine or elp of all tools & tackles, including aning of the area, garbage (plastic slush up to 2.0 Km in water tight ea. Work should be carried out as per s and instructions of the Engineer In	400	М3	336.51		134,604.00	
84	Hiring of honey sucke capacity of 5000 Litre various pits/STP and of the plant premises, in all other required according per specification, draw In Charge.	150	EA	737.13		110,569.50		
85	Supplying and laying different sizes (600 X absorption less than 0 colours and shades, la (1 cement : 4 coarse grey cement slurry @ joints with white cemincluding labour, mate be carried out as per of the Engineer In Ch	120	M2		655.37	78,644.40		
86	40 mm dia. M.S. tube vertical & bracing tube challies, M.S. clamps scaffolding for workin serviceable condition and removing it there stiffened with bracing building etc wherever required locations with workmen etc. including and tools & tackles. W	ing of scaffolding (cup lock type) with 1.2 m centre to centre, horizontal, es with cup & lock system, M.S. tube and M.S. staircase system in the g platform etc. and maintaining it in a for the required duration as approved after .The scaffolding system shall be s, runners, connection with the required for inspection of work at h essential safety features for the g all manpower, scaffolding materials /ork should be carried out as per s and instructions of the Engineer In	1000	МЗ		120.15	120,150.00	

ı	Nabha Power Limited	NABHA POWE 2X700 MW THE					Tender Document- NPL/Proc/2023-24/03	
		ARC of Civil works and Maintenance & development of Greenbelt and Landscapes  Page 46 of 60						
87	Supplying and laying cement concrete for r IS 10262. IS 456 usin per 383, water as per 8112/IS – 1489 (part for all kinds of work, labour, materials, too batching, mixing, plactesting, etc. Work shod drawings and instruct design mix should be before executed the concrete for the state of th	25	М3	5,227.18 1		130,679.50		
88	X 6 mm structure fran concreting, reinforcen transporting, curing a all labour, materials a 40 X 6mm. Work shou drawings and instruct	1 -25 Precast Covers with ISA 40 X 40 me all around on edges including nent, shuttering, handling, nd placing of precast at site including nd tools & tackles excluding ISA 40 X all be carried out as per specification, ions of the Engineer In Charge. Supply a paid in relevant item.	15	M3	8,781.25		131,718.75	
89	MS door's, window's, rubber / neoprene ga scaffolding, tools & ta	of 5mm thick float glass in aluminium/ ventilator's, and partitions with EPDM sket including all manpower, materials, ckles etc. Work should be carried out lrawings and instructions of the	150	M2	905.61		135,841.50	
90	fittings clamping etc. labour, materials, test including making grod and painting. Work sh	of CPVC pipes with all required CPVC. at all elevations including cutting, ting of joints and tools & tackles etc. eve in concrete or brick surfaces, filling hould be carried out as per s and instructions of the Engineer In	200	М		901.37	180,274.00	
91	Supplying, fabrication IS 800 at all levels, in sections, built up sect trusses, roof girders, preparation, all handli drilling, cutting, jointistraightening, bending application of two coaprimer (25 micron eas scaffolding and tools out as per specification Engineer In Charge.	2	то	71,	136.52	142,273.04		
92	Supplying and laying of 75mm (Compacted of close graded mater mixing in a mechanica materials by tippers to spreading in uniform drawing on prepared power roller 8.0 ton unincludes all manpowe should be carried out instructions of the Ento Grade-II and having	100	М3	1,	567.98	156,798.00		

ı	Nabha Power Limited	NABHA POWE 2X700 MW THE					ocument- :/2023-24/03	
		ARC of Civil works and Maint Greenbelt and		•	nent of	Page <b>47</b> of <b>60</b>		
93	elevation including tra scaffolding, welding, I tapping screw or J or materials, and tools &	on of 0.8mm GI profile sheet at different ansportation, handling at site, bolting, drilling, cutting, fixing with self-L hooks. It also includes all manpower, a tackles etc. Work should be carried on, drawings and instructions of the	150	M2	1,	108.11	166,216.50	
94	mm to 0.075 mm ) in finished thickness), as including all lifts and I spreading, rolling, spr labour, material, equi compaction up to derive density, testing, etc. directly over the sub-(Grading B) or coarse made for this 25mm s Mix Macadam (WMM) mixing plant. Work sh	of wet mix macadam (size range 53 layers of each of 75mm (Compacted s per approved camber and slope leads, preparation of subbase, rinkling of water, setting and drying, all pment, handling, transportation, nsity at least 98% of the max. dry wet mix macadam (WMM) is to be laid grade on a 25 mm course of screening e sand (no separate payment will be screening or coarse sand material. Wet a shall be prepared in an approved to the sand instructions of the Engineer In	120	М3	1,604.20		192,504.00	
95	(1 cement: 4 fine san concrete or masonry s scaffolding, surface pr materials, labours, too carried out as per spe	12 mm Thk cement plaster of mix: 1:4 d) in single layer on all types of surface, at all elevations, including reparation, hacking, curing, etc. with all ols and tackles etc. Work should be ecification, drawings and instructions of ge	1000	M2	165.38		165,380.00	
96	with batch type hot maggregates of specific binder VG-30 @ 5.4% finisher with sensor cowith bitumen as per I tackles including rollitandem rollers, including materials, tools & tackles should be carried out	Supplying and laying, 25mm thick Bitumen premix carpet with batch type hot mix plant using crushed stone aggregates of specified grading, premixed with bituminous binder VG-30 @ 5.4%, laying with a hydrostatic paver finisher with sensor control as per IRC specification premixed with bitumen as per IS: 73 and laid using paver tools & tackles including rolling with smooth wheeled, vibratory and tandem rollers , including tack coat @ 0.5 kg/sqm, all labour, materials, tools & tackles, handling, transportation etc. Work should be carried out as per specification, drawings and instructions of the Engineer In Charge.				228.57	182,856.00	
97	basis with all tools & t plant premises. Work	rvice – Manpower / Labour on daily tackles for repairing & new work in k should be carried out as per ps and instructions of the Engineer In	500	D		468.04	234,020.00	
98	Supplying & laying of cement: 4 fine sand v layers on all types of elevations, including s hacking, curing, etc. v tackles etc. Work should drawings and instruct	1000	M2	227.49		227,490.00		
99	below and above grou including mixing of m scaffolding, curing, m be carried out as per of the Engineer In Ch	in position brick masonry in works und level in cement and sand mortar ortar, laying bricks, raking out joints, lanpower, materials etc. Work should specification, drawings and instructions arge. Brick Type – Fly Ash bricks with rength of 75 kg/cm2 in cement and	70	М3	4,	470.31	312,921.70	

,	NEL Nabha Power Limited	NABHA POWE 2X700 MW THE					Tender Document- NPL/Proc/2023-24/03	
		ARC of Civil works and Maintenance & development of Greenbelt and Landscapes					Page <b>48</b> of <b>60</b>	
100	situ, in plain or reinfo floor, columns, beams all elevations, includir scaffolding, staging, t	ormwork of approved quality for cast in reed concrete works for foundation, s, drains, roofs etc and any section at 19 labour, materials, tools & tackles, 19 labour, materials, bolting etc. Work as per specification, drawings and 19 gineer In Charge.	1200	M2	268.63		322,356.00	
101	using crushed stone a confirming to IRC 111 filler, transporting the with paver finisher eq required grade, level wheeled, vibratory an to achieve the desired of grade VG-30 @4.5' prepared in Hot Mix kg/sqm, all labour, m transportation etc. W specification, drawing Charge. Work should	Dense Graded Bituminous Macadam aggregates of specified grading-II  premixed with bituminous binder and thot mix to work site by tippers, laying uipped with electronic sensor to the and alignment and rolling with smooth did tandem rollers as per specifications did compaction and density, with bitumen (percentage by weight of total mix) than the including tack coat @ 0.75 aterials, tools & tackles, handling, ork should be carried out as per sand instructions of the Engineer In be carried out as per specification, ions of the Engineer In Charge.	800	M2	451.98 361,		361,584.00	
102	GP2 or any approved proportion with water elevations etc. all con shuttering, tools & tack	of Non shrink cementitious grout of quality and make, mixed in required , surface preparation, curing, at all aplete including labour, materials, ckles etc. Work should be carried out as wings and instructions of the Engineer	10	М3	47,111.49		471,114.90	
103	diesel & all other requ	ly basis including operator, helper, uired accessories. Work should be ecification, drawings and instructions of ge.	800	HR	(	635.60	508,480.00	
104	Supplying and laying using approved mater as per IS 3025, ceme (part I) – 1991 and ar work at all levels for a panels, including labor transporting, batching compacting, curing, to as per specification, definition of the supplemental specification of the supplemental specificat	150	М3	3,	433.45	515,017.50		
105	per IS 456 using appr 383, water as per IS 3 - 1489 (part I) - 199 concrete work at all le be laid in panels, inclu- handling, transporting compacting, curing, to as per specification, d Engineer In Charge. 1	of Reinforced Cement Concrete N as oved materials like aggregate as per 3025, cement as per IS 269/IS 8112/IS 1 and admixtures as per IS: 9103 for evels for all kinds of work, concrete to uding labour, materials, tools & tackles, g, batching, mixing, placing, levelling, esting, etc. Work should be carried out lrawings and instructions of the 111/2:3 (1 Cement: 11/2 coarse sand: 3 ate 20 mm nominal size)- M20 or as per	150	М3	4,	513.19	676,978.50	

Nabha Power Limited		10.010.1.0112.1.22					Tender Document- NPL/Proc/2023-24/03		
		ARC of Civil works and Mainto Greenbelt and		•	nent of	Page 4	Page <b>49</b> of <b>60</b>		
106	Mtr) as per IS 456 usi as per 383, water as 8112/IS – 1489 (part 9103 for concrete wo concrete to be laid in tools & tackles, handli placing, levelling, con should be carried out instructions of the Eng	of Reinforced Cement Concrete (0 - 4 ng approved materials like aggregate per IS 3025, cement as per IS 269/IS I) – 1991 and admixtures as per IS: ork at all levels for all kinds of work, panels, including labour, materials, ing, transporting, batching, mixing, ipacting, curing, testing, etc. Work as per specification, drawings and gineer In Charge. 1:1:2 (1 Cement: 1 d stone aggregate 20 mm nominal lesign mix	150	M3	4,	711.80	706,770.00		
107	Supplying, Fixing & Tying of Reinforcement Steel FE - 415 confirming to IS 1786 and placing of reinforcement confirming to IS 2502, in reinforced concrete and allied works, at all levels, including transportation, straightening, cutting, bending, cleaning, binding in position with annealed wire/welding, including supplying & fixing of concrete cover blocks, pins, annealed wire, separators, chairs, supports for reinforcement, etc., with all materials, labour, tools & tackles, handling, transporting, testing etc., preparation of bar bending schedules. Work should be carried out as per specification, drawings and instructions of the Engineer In Charge.			ТО	69,	000.00	1,035,000.00		
		SUB-TOTAL					9,357,766.59		
		GST	18%				1,684,397.99		
		TOTAL					11,042,164.57		

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03	Ì
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>50</b> of <b>60</b>	

# Annexure-III (Price Bid to quote in sealed Cover-B)

## A. ARC of Civil Works:

SI. No.	Description	Base Price including GST @ 18%	Uniform Disount or Uniform Premium above Base price with GST	UOM	Uniform Disount or Uniform Premium above Base price with GST
		A			В
1	ARC of Civil Works	1,10,42,164.57	<ol> <li>Uniform premium</li> <li>or</li> <li>Uniform Discount</li> <li>or</li> </ol>	%	
			<ol><li>At Par (Accepted at Base Price)</li></ol>		

# **B.** Maintenance and development of Greenbelt and Landscapes

SI. No.	Description	ИОМ	Nos per month	Months	Basic Unit Rate (exclusive of GST) (Rs.)	Unit Rate (with GST @ 18%) (Rs.)	Amount (Rs.)
			A	b	С	$d = c \times 1.18$	e=a x b x d
1	Supervisor	Month	3	12			
2	Gardener	Month	4	12			
3	Driver for NPL Tractors	Month	2	12			
4	Unskilled worker	Month	29	12			
5	Hiring of Tractors 35 - 40 HP with Hydraulic Power with Drivers	Month	2	12			
6	Hiring of Tractor 35 - 40 HP with Hydraulic Power with Driver	Month	1	3			
7	Tractor tankers 4000 litres	Month	2	12			
8	Tractor tankers 4000 litres	Month	1	3			
	Total						

Total	with	GST	A+B

NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03		
ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>51</b> of <b>60</b>		
Annexure-IV			
(Authorized Signatory)			
(On Letter Head of the Bidder)			
•	2X700 MW THERMAL PLANT  ARC of Civil works and Maintenance & development of Greenbelt and Landscapes  Annexure-IV (Authorized Signatory)		

Annexure-IV			
(Authorized Signatory)			
(On Letter Head of the Bidde	er)		
Ref No.	Date:		
To, Head Procurement Nabha Power Limited, Near Village Nalash, Rajpura, Distt. Patiala, Punjab - 140401			
Dear Sir,			
This is in reference to the Tender Document No. NPL/Proc/2023-24/03 including all addenda, corrigenda, amendments and clarifications for Supply of limestone to Nabha Power Limited.			
In this regard, we hereby authorize our Mr (Name & Designation), whose signatures are attested below, for and on behalf of to execute, sign, file and submit all necessary documents, agreements, deeds, undertaking, and other related documents to be submitted to Nabha Power Limited, Rajpura.			
You are requested to kindly extend all co-operation.			
Name and Signature of the nominee			
SEAL			
	SIGNATURE		
NAME			
DESIGNATION OF THE AUTHORIZING PERSON			
	COMPANY		
	DATE		

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	f Page <b>52</b> of <b>60</b>
To be signed by Aut	chorized Signatory	
	ontractor Safety Manual (Enclosed) ate Pass Formalities (Enclosed)	
SEAL	NAM	
		IGNATION IPANY E
*To be signed by A	Authorized Signatory	

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>53</b> of <b>60</b>

# Annexure-VII (Performance Bank Guarantee Format)

This Γ	Deed of Guarantee made at on the day of 20 by the
to as meani a com Near \	(name of the bank and branch with address) (hereinafter referred "the Bank" or "Guarantor" or "Surety" which expression shall, unless repugnant to the context or ng thereof, include its successors and assigns) of the One Part, in favour of NABHA POWER LIMITED, pany incorporated under the Companies Act 1956, having its registered office at P.O. Box No -28, Village Nalash, Rajpura-140401, Punjab, hereinafter referred to as "NPL" (which expression shall, repugnant to the context or meaning thereof, include its successors and assigns) of the Second Part
WHER	EAS
i.	NPL invited bids under Tender Document Noand pursuant to which M/S (company/partnership firm/proprietorship firm) having its registered office at (hereinafter called "the Contractor") submitted its bid dated and its bid was accepted by NPL and Services/Purchase Order No dated was issued by NPL. A Contract was concluded between the Contractor and NPL for, on the terms and conditions mentioned in the Tender Document and the Purchase/Service Order including annexures thereof (hereinafter called "the Contract" which expression shall include all amendments, modifications and/or variations thereto).
ii.	Under the provisions of the said Contract, the Contractor has agreed to furnish to NPL security by way of a Bank Guarantee for Rs (value in figures) () (value in words), being the amount equivalent to % of the value of the Basic Contract Price, for due fulfilment by the Contractor of its Contractual obligations under the Contract.
iii.	In consideration of the aforesaid and at the request of the Contractor, the Bank has agreed to furnish this Bank Guarantee (Guarantee) to NPL, as hereinafter appearing.
NOW <sup>-</sup>	THIS INDENTURE WITNESSETH AS FOLLOWS: -
1.	The Bank do hereby irrevocably undertake to pay at Rajpura (Punjab) / Chandigarh, India, without any protest or demur or proof or condition and without reference to the Contractor, any and all amounts demanded from time to time, up to an amount not exceeding Rs (value in figures) () (value in words) on demand by NPL in writing, against any loss or damages caused to or suffered or would be caused to or suffered by NPL, by reason of non-performance of the obligations under the said Contract on the part of the Contractor and/or on the account of breach of any of the terms and conditions of the Contract by the Contractor. The Bank further agrees to indemnify and keep NPL indemnified against all costs, charges and expenses whatsoever, which NPL may incur by reason of the Contractor failing to fulfil its obligations under the said Contract.
2.	Any demand so made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the Guarantee. The Bank waives in favour of NPL, all rights, defences and pleas,

which the Bank, as Guarantors and/or the Contractor, may be entitled to. To give effect to this

guarantee, the Bank shall be deemed to be the principal debtor.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>54</b> of <b>60</b>

- 3. The Bank further agrees that NPL shall be the sole judge whether the Contractor has committed any breach of any of the terms and conditions of the Contract and the extent of loss, damages, costs, charges and expenses suffered or incurred or would be suffered or incurred by NPL on account thereof.
- 4. The liability of the Bank to NPL under this undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and NPL, the Contractor and / or the Bank and/or the Bank and NPL or otherwise howsoever touching or affecting these presents or the liability of the Contractor to NPL, and notwithstanding the existence of any instructions or purported instructions by the Contractor, or any other person to the Bank not to pay or for any cause withhold or defer payment to NPL under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to NPL in terms hereof.
- 5. The Bank further agrees that the Guarantee herein contained during its currency and any extension thereof, shall remain in force and continue to have full effect until the obligations under the said Contract are fulfilled by the Contractor.
- 6. Should it be necessary to extend the Guarantee or a portion of the Guarantee beyond the date of expiry of this Guarantee on account of extension of time being granted by NPL to the Contractor for the due fulfilment of the obligations under the Contract by the Contractor, the Bank undertakes to extend the period of this Guarantee until such time as may be reasonably required.
- 7. The Bank further agrees that NPL shall have the fullest liberty without Bank's consent and without affecting in any manner the Bank's obligations hereunder, to vary any terms & conditions of the said Contract or to postpone for any time or from time to time any of the powers exercisable by NPL against the Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and the Bank further agrees that it shall not be relieved from its liability by reason of any such variations in the terms and conditions or for any forbearance, act or omission on the part of NPL or any indulgence by NPL to the Contractor or by any such matter or things whatsoever, which under the law relating to sureties as would, but for this provision, have effect of so relieving the Bank.
- 8. This Guarantee is effective from the date herein written above and the Bank further undertakes not to revoke this Guarantee during its currency, except with the previous consent in writing from NPL.
- 9. This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to NPL by the Bank (whether jointly with others or alone) and now existing uncancelled and that this Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
- 10. This Guarantee shall not be affected by any change in the constitution of the Contractor or the Bank nor it be affected by any change in NPL's constitution or of any amalgamation or absorption thereof or therewith but will inure for and be available to and enforceable by the absorbing or amalgamated company or concern.
- 11. This Guarantee will remain valid until and including the \_\_\_\_\_ day of 20\_\_\_ or any extension thereof, with an additional time period of 3 months for making a claim before the Bank.

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03		
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>55</b> of <b>60</b>		
	te to any other mode of service, a demand or claim or oth IPL to the Bank either by post, hand, courier, e-mail or b			
13. This Guarantee	Undertaking shall be governed by and construed in acco	ordance with laws of India.		
14. NOTWITHSTANI	DING ANYTHING CONTAINED HEREIN			
=	er this Bank Guarantee shall not exceed the sum of Rs ( <i>value in words</i> ).			
	antee shall be valid until (date) with an aing a claim before the Bank.	dditional time period of 3		
	the Bank, acting through its constituted Attorney has exfort the Bank, on the date written herein above.	recuted these presents, in		
AUTHORISED OFFICER	OF THE BANK			
Name : Designation :	Bankers' stamp:			
	bankers stamp.			
( <b>NOTE:</b> 1. Not to be attested 2. Stamp duty on this Guarantee will be in accordance with the local stamp law in force in the State in which this Guarantee is executed).				

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>56</b> of <b>60</b>

#### **Annexure-VIII**

#### FINAL SETTLEMENT (CONTRACT CLOSURE NOTE)

(On letterhead of Contractor)

Da	te: XX.XX.XXX
Re	f. Tender Doc:
PO	No(s):
Со	ntract Duration:
Sco	ope of work:
Th	is is in reference to the(aforesaid contract), in respect of the same I/we hereby affirm and declare that:
1.	We have completed the entire scope of work in terms of the abovesaid Contract and nothing is pending or due from our end.
2.	I/We hereby declare and confirm that we have paid to all the workmen engaged by me/us and/or any of our agencies, the wages and other benefits including the retrenchment benefits, if any, to the person/workmen engaged by me/us and/or any of our agencies in terms of the applicable laws, to the extent applicable to the persons/workmen engaged by me/us and/or any of our agencies in the work at M/s Nabha Power Limited, Rajpura.
3.	It is further confirmed that I/We do not have any dispute/claim pending of any of the person engaged by me/us and/or any of our agencies related to payment of salary/wages, separation benefit/ dues, leave salary/wages, bonus, etc. or any other claim of whatsoever of the nature while working with M/s Nabha Power Limited, Rajpura.
4.	It is further confirmed that I/We do not have any dispute/claim pending with any Office, Officer related to engagement of any person by me/us and/or any of our agencies related to the payment of salary, wages, separation benefit/ dues, leave salary/wages, bonus, etc. or any other claim of whatsoever of the nature while working at site of M/s Nabha Power Limited, Rajpura.

5. I/We have already settled the accounts and contracts with all of my/our contractors, sub- contractors, agents, vendors, suppliers and other persons involved for performing the work as assigned to me/us

under the abovesaid Contract.

٨	Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03		
		ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>57</b> of <b>60</b>		
aga wit	6. Only an amount of Rs (in wordsonly) is outstanding and pending for payment to me/us against the abovesaid Contract. I/We understand and agree that the said outstanding amount is payable without any interest and subject to deduction of applicable taxes/other financial levies, set off against any amount due from me/us to Nabha Power Limited (NPL).				
dis abo	7. The entire legal, financial, contractual and other liabilities of NPL under the abovesaid Contract stood discharged in all respects and to my/our complete satisfaction except the amount referred in Para 6 above and on payment/adjustment of the same I/we shall be left with no claim, right, demand against NPL of any nature whatsoever under the aforesaid Contract.				
Ful pre	ll and Final Settle	g amount of Rs (in wordsonly) shall be rement and shall be binding upon me/us and anyone obtices / demand, communications, understandings (if anyed.	claiming under me/us. All		
by nat PF any	9. I/We hereby indemnify M/s Nabha Power Limited, Rajpura of any liability and dispute that may be raised by any of the person engaged by me/us and/or any of our agencies for any kind of work whatsoever in nature, in future, or any statutory authorities claiming non-payment/under payment of wages/benefits, PF & ESIC benefits due to him/them. In such cases, if arise, may be referred to me/us for us and /or any of our agencies worked with us. I/We shall be completely liable for payment of damages, if any, arising out of this dispute.				
10. I/We undertake to indemnify and keep NPL indemnified and harmless from and against all risks, costs, losses, damages, claims, actions etc. that NPL may suffer or suffered on account of any act, omission or negligence on the part of or its employees, representatives, agents, workmen and any other person claiming under it in performance /violation of all or any of the terms and conditions stipulated under the abovesaid Contract.					
cha acc	11. I/We hereby unconditionally and irrevocably discharge NPL of and from all claims, disputes, actions, charges, contractual obligations, complaints, causes of action, rights, demands, debts, damages, or accountings of whatever nature, at law or in equity, known or unknown, asserted or not asserted, which may have arisen or arise in future against NPL, based on any actions or events which occurred prior to( date of signing of the letter), and those arising out of or related to the aforesaid Contract.				
Yours Faithfully,					
For					
Authorized Signatory					

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>58</b> of <b>60</b>

## **ANNEXURE TO CONTRACT CLOSURE NOTE**

S. No.	Description	Details
1	Work Site	Nabha Power Limited, Rajpura
2	Contractor	
3	PO No.	
4	Scope of Work	
5	Total PO amount including taxes	
	and duties	
6	Invoice raised by the Contractor	
	including taxes and duties	
7	Payment received by the	
	Contractor including taxes and	
	duties	
8	Other deductions (debits,	
	recoveries, etc.) including taxes	
	and duties	
9	Contractual deductions (LDs etc.)	
	including taxes and duties	
10	Due amount including taxes and	
	duties	
11	Contractual closure acceptable	Yes No

For,				
•				_

Authorized Signatory

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03	
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>59</b> of <b>60</b>	

# Annexure-IX (Contract Compliance Form) Registers / forms to be maintained by the Contractor at NPL Site (checklist)

SI. No.	Description	Click (√) if doc. attached	
1	Form XII- Register of Contractors (Rule-74)		
2	Form No. XIII- Register of Workmen (Employed by Contractor)		
3	Form No. XVI- Register of Muster Roll		
4	Form No. XVII- Register of Wages		
5	Form No. XX- Register of Deduction of Damages or Loss		
6	Form No. XXI- Register of Fine		
7	Form No. XXII- Register of Advance		
8	Form No. XXIII- Register of Overtime		
9	Appointment Letter of the Contract Worker, with salary breakup (duly received by employee)		
10	Form No. XV- Service Certificate/Full and Final Settlement Form		
11	Form No. XIX- Wage Slip		
12	Form No. XIV- Return to be sent by Contractor to Licensing Officer (Half yearly Return)		
13	Registration under Employees Provident Funds Act, 1952		
14	Form 2 (Revised) under EPF Act 1952		
15	PF Inspection Book under Employees Provident Funds Act, 1952 (Sec 36 (4)		
16	Labour License under Contract Labour (Regulation & Abolition) Act, 1970		
17	Monthly Provident Fund (ECR) Report		
18	Form 11 (in case of Provident Funds Exempted Employee)		
19	Insurance (under Workmen Compensation Act, 1923) Policy of Workmen		
20	Attendance Card of worker (Form No. 25-A)		
21	Register of leave with Wages		
22	Register of Compensatory Off (Form-9)		

Nabha Power Limited	NABHA POWER LIMITED 2X700 MW THERMAL PLANT	Tender Document- NPL/Proc/2023-24/03
	ARC of Civil works and Maintenance & development of Greenbelt and Landscapes	Page <b>60</b> of <b>60</b>

# Annexure-X Details of the equipment (currently available) to be handed over to the Bidder

SI. No.	Name of Equipment	Nos of Equipment	
1.	Tractor Water Tanker	3	
2.	Tractor Trolley with Hydraulic	1	
3.	Tractor-Mini (18HP)	1	
4.	Tractor (35 HP)	1	
5.	Mulcher / Shrub Master	1	
6.	Rotavator-5ft	1	
7.	Rotavator-3ft	1	
8.	Ridge Maker	1	
9.	Disc Harrow	1	
10.	Mounted Sprayer on Tractor	1	
11.	Dewatering Pump-Diesel Opertated motor(8 HP)	1	
12.	Dewatering Pump-Electrical Opertated motor(10 HP)	1	
13.	Power Tree Pruner ( Sthil )	1	
14.	Brush Cutter ( Sthil 52 cc )	4	
15.	Hand Sprayer	2	
16.	Hedge Trimmer	1	
17.	Lawn Mover (5 HP) Man rider	1	
18.	Lawn Mover (5 HP)	1	
19.	Chain Saw	1	
20.	Pit digger	1	

Note: The equipment list is indicative.