



***Nabha Power Limited***

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

**Document No: NPL/Limestone/2023-24/074**

**Rev. No. 0 Dated: 1<sup>st</sup> June 2023**



**TENDER DOCUMENT**  
**FOR**  
**SUPPLY OF LIMESTONE**  
**FOR**  
**WET LIMESTONE BASED FLUE GAS DESULPHURIZATION (FGD) PLANT**  
**INSTALLED AT**  
**NABHA POWER LIMITED**

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**PART I****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. The purpose of this Tender Document is to provide potential Bidders with information to assist the formulation of their Bid. For the avoidance of doubt, prospective Bidders shall not be permitted to Bid through a Consortium of any form.
3. Whilst this Tender Document has been prepared in good faith, all information contained in this Tender Document, including financial, geographical, commercial, legal and technical information has been included for illustrative purposes only to assist 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.
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:
- i. amend the Scope of Work and/or terms described in this Tender Document.
  - ii. 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.
  - iii. reject or disqualify any or all Bid(s) with or without assigning any reason.
  - iv. waive any defect or irregularity in any Bid or any non-conformity in the form or content of any Bid and accept that Bid.
  - v. re-advertise for fresh Bids; and/or
  - vi. 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/> 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.
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/Contract.
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):
  - i. fixes or adjusts any element of the pricing of its Bid by or in accordance with any agreement or arrangement with any other Bidder;
  - ii. 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;
  - iii. causes or induces any person to enter into such an agreement as mentioned above;
  - iv. 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
  - v. 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:
  - i. 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;
  - ii. as may be required to be disclosed by judicial or administrative process and
  - iii. 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 PO.
27. Bidders must have class 3 Digital Signature Certificate (DSC) in the name of (Authorized Signatory) from any of the licensed Certifying Agency (CA) (Bidders can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-tender process.
28. To participate in the bidding, Bidders must register themselves on E-Portal & obtain login credentials / password and keep the same valid up to the date of submission of Bid.
29. Bidders shall submit their Bids online and follow the instructions as provided on the screen for submission of Bids. A training session on submission of Bids shall also be carried out by the E-Portal service provider, at least two days prior to the Bid Due Date.
30. NPL at its discretion, may disqualify a Bidder, if:
  - i. 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
  - ii. 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
  - iii. There is an ongoing dispute between the Bidder and NPL; and/or
  - iv. The Bidder has history of being involved in any fraudulent activity.

31. **Tender Schedule:**

Date	Event
1 <sup>st</sup> June 2023	Date of availability of Tender document on NPL website
3 <sup>rd</sup> June 2023	Last date for receipt of comments/suggestions from Bidders (latest by 18:00 Hrs)
5 <sup>th</sup> June 2023	Date of uploading clarifications on NPL website
7 <sup>th</sup> June 2023	Last Date of Bid Submission 17:00 Hrs ("Bid Due Date")
8 <sup>th</sup> June 2023	Opening of Technical Bids at 11:00 Hrs
9 <sup>th</sup> June 2023	Opening of Price Bids at 11:00 Hrs
9 <sup>th</sup> June 2023	Reverse auction at 2:30 Hrs (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 is in the process of commissioning Wet Limestone based Flue Gas Desulfurization Plant in compliance of Ministry of Environment, Forest and Climate Change (MoEF&CC) notification dated 07.12.2015 ("New Emission Norms") amending the then existing emission norms as applicable to Thermal Power Plants and introducing new emission limits. Accordingly, Bids are invited from reputed manufacturers, dealers or suppliers for **Supply of limestone to NPL Plant**.

## 3. Definitions

**"Annexure"** shall mean any of the annexures, supplements or documents, appended to this document or Purchase 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, decisions, regulations, custom or usages having force of laws, 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 Supplier 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 including applicable taxes, duties, cess, levies, royalty etc. applicable as on Bid Due Date but exclusive of Goods & Service Tax (GST), which has been offered by the Supplier and accepted by NPL as consideration for the Scope of Work and obligations to be performed under this Tender Document.

**"Basic Invoice Amount"** shall mean the invoice amount including applicable taxes, duties, cess, levies etc. applicable as on Bid Due Date but exclusive of Goods & Service Tax (GST), which has been offered by the Supplier and accepted by NPL as consideration for the Scope of Work and obligations to be performed under this Tender Document.

**"Batch"** shall mean Material received in a calendar month at NPL Plant.

**"Bid/Offer"** shall mean the proposal/offer of the Bidder submitted in response to and as per the Tender Document issued by NPL.

**"Bidder(s)"** shall mean any Person making the Bid in response to and as required under this Tender Document.

**"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/Purchase Order(s).

**"Contract Price"** shall mean price including applicable taxes and duties which has been offered by the Supplier 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.

**"E-Portal"** <https://npl.abcprocure.com/EPROC/>

**"EIC"** shall mean NPL's Engineer In-Charge for co-ordination with the Supplier for execution of work and fulfilling all the obligations by the Supplier under the Contract. The details of the EIC shall be specified in the PO.

**"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.

**"Material"** shall mean crushed limestone confirming to properties mentioned in Annexure-II of the Tender Document

**"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.

**"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.

**"Party"** shall mean either NPL or the Bidder/Supplier.

**"Parties"** shall mean NPL & the Supplier/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.

**"Purchase Order(s) / PO(s)"** shall mean the document issued by Nabha Power Limited to the Supplier specifying the Scope of Work to be performed by the Supplier under the Contract.

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

**"SCC & GCC"** shall refer to the Special Conditions of the Contract and General Conditions of the Contract as specified in clause no 21 and clause no. 22 respectively which shall form part of the Contract.

**"Scope of Work"** as defined in clause no. 4.1.

**"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).

**"Supplier(s)"** shall mean Successful Bidder(s) to whom the Purchase Order(s)/Contract is awarded by NPL.

**"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.
- 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 Purchase Order/Contract" or any other agreement or document shall be construed as a reference to such agreement or document as amended, modified or supplemented and in effect from time to time and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms; and
- 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.

#### **4. Scope of Work:**

The Scope of Work broadly includes supply of Material of specified quality (as per Annexure-II) and quantity at NPL Plant in the timely manner (time being the essence of the Contract).

- 4.1. The Scope of Work includes procurement, loading, transportation and unloading of Material at designated place inside NPL Plant, on firm price basis, as per the terms and conditions of this Tender Document and includes all ancillary works though not specifically mentioned, but which are required to complete the Scope of Work or any part thereof.
- 4.2. Material shall be supplied following the Good Industry Standards and in compliance with Applicable Laws.
- 4.3. The Material shall be supplied at NPL Plant as per schedule provided by the EIC through self-tipping trucks. The shed height, where the truck is to be unloaded is 9.5 metres.
- 4.4. The Supplier shall test the quality of the Material supplied to NPL Plant and will submit quality test reports along with the supplied Material with specific mention of purity of the Material on Calcium Carbonate (CaCO<sub>3</sub>) basis.
- 4.5. Tarpaulin covering:
  - 4.5.1. The trucks loaded with the Material must be covered with good quality tarpaulin which should be properly tied up with ropes. Only after the completion of loading & prior consent taken from NPL by email, the truck shall be dispatched for NPL. The Supplier shall provide appropriate size of tarpaulin for full covering of trucks on top side.
  - 4.5.2. Tarpaulin shall be removed and taken back by the Supplier.
- 4.6. Any other activity not envisaged specifically, or which comes up during the tenure of the Contract which is required to be discharged in fulfilment of the obligations as above is deemed to be included in the scope of the Supplier.

The received Material must conform with the specification mentioned in Annexure-II of the Tender Document.

## 5. Quality Determination:

Material quality will be tested at NPL Plant for the purpose of determination of the quality of the received material.

### 5.1. NPL receipt end Material quality determination:

- 5.1.1. NPL will carry out the sampling and testing of the Material at NPL Plant as per the provisions of IS standards. Sampling would be done through manual sampling system from each truck.
- 5.1.2. Ordinarily, quality reports will be generated within 7 days of receipt of the Material and same will be communicated to the Bidder.
- 5.1.3. Any dispute related to test results may be raised strictly within 5 days of sharing of the results by NPL. The dispute is to be registered / raised through email/ letter to NPL, as per prescribed format under Annexure-VII. In case the prescribed format is not adhered to, the claim for reserve sample testing shall not be entertained.
- 5.1.4. Reserve samples will be preserved in NPL laboratory under locked almirah in sealed condition for 30 days, from the date of receipt of materials, in custody of NPL.
- 5.1.5. The Supplier has the right to raise a dispute against the test result of sample, provided that the Supplier has complied with the requirements of clause no. 5.1.3 above and the results of the samples disputed are beyond the repeatability limits (as per IS 1760-Part 3) with respect to the average results for the balance undisputed trucks of Material of the batch.

If the result of reserve sample test is within the repeatability limits, then no change in original results will be considered for payment. In all other cases, results will be revised and reserve sample results will be considered for payments.

The number of results challenged for referee sample testing by the Supplier shall be considered to the extent of 50% of the total Material received in a Batch. All results challenged for referee shall be tested at NPL lab.

- 5.1.6. Subject to the satisfaction of the criteria mentioned above, the SOP for testing of reserve sample is as under:
  - 5.1.6.1. The Supplier will be intimated minimum 4 days prior to the date of extraction of referee sample from the joint custody.
  - 5.1.6.2. Referee samples will be taken out from the joint custody of NPL in presence of the Bidder.
  - 5.1.6.3. For referee sample testing, following procedure shall be followed:
    - 5.1.6.3.1. Referee sample testing shall be carried out in presence of Contractor's representative.
    - 5.1.6.3.2. The entire process including taking out the referee sample from joint custody, extracting the quantity from sealed packet, conditioning, and final analysis will be captured on CCTV camera. If CCTV camera is not functional for any area, video recording of that process will be done through mobile camera.
    - 5.1.6.3.3. Based on the testing NPL will share the revised results. Results declared by NPL shall be final and binding on both Parties, the Supplier and NPL for all commercial purposes.
  - 5.1.7. Any misuse of real time footage witnessing by the Supplier or its representative will be viewed seriously and may result in disqualification / blacklisting of a Supplier, including denial of this access for balance period of supply of Material. The presence more than one representative will be viewed as unnecessary and violation of the privilege. Repeated violations may lead to cancellation of gate pass and banning of entry in the premises.

**6. Quantity determination:**

Weighment of Materials shall be carried out on NPL weigh bridge (for tare and gross) installed at NPL. Calibration of the weighbridge shall be carried out as per the provisions of Legal & Metrology Act on yearly basis. Calibration certificate is displayed at the weighbridge.

Net weight = Gross weight less the tare weight as measured at NPL

The quantity of the Material will be certified by NPL's Engineer In-Charge (EIC) before issuance of invoice. Transportation of Material outside NPL Site shall be allowed on issuance of gate pass. Gate pass shall not be issued in absence of certification as aforesaid.

**7. Location of the NPL Plant:**

- 7.1. 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.

**B. PREPARATION & SUBMISSION OF BID****8. Preparation of Bid:**

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

S No	Stage	DOCUMENTS TO BE SUBMITTED
01	1	1. EMD in favour of NPL 2. Authorized Signatory declaration as per Annexure-IV 3. Signed and stamped copy of Tender Document including all Annexures, addendums, corrigenda, amendments, and 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-II of the Tender Document

The Bid shall be “unconditional and non-suggestive”. Bids with conditions/ suggestions (including any amendments) may be rejected by NPL, at its sole discretion.

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

**9. Submission of Bid:**

- 9.1. Bidder shall submit the Bids on the E-Portal within the date and time mentioned in the Bid Schedule of the Tender Document as mentioned in Tender Document. Bids submitted by mail/telex/telegram/fax/e-mail shall not be considered under any circumstances.
- 9.2. Prices in Bid should be quoted as per Annexure-II. The Bidder shall quote its prices/rates for the complete Scope of Work and for fulfilling the terms & conditions of the Tender Document. 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 price in words shall prevail. The price shall be on Freight on Road (FOR) basis and inclusive of all taxes, duties, cess, levies etc. except GST which shall be paid on actuals.
- 9.3. The Bidders, in their own interest are advised not to wait till the last moment, to submit their bids. NPL shall not be responsible for any delay in receipt of the Bids any reason whatsoever including failure or non-availability of Internet connectivity and/or electrical power, DSC related issues, issues related to equipment, hardware and software, delay in transit by registered post, speed post, courier, or delay by hand delivery etc. Any Bid received after the expiry of the time specified for receiving the same shall not be entertained. However, NPL at its discretion may extend the timelines for any reasonable cause.
- 9.4. For online submission of Price Bid, the Bidder is required to obtain Class III Digital Signature Certificate (meant for E-Tendering) from any authorized agencies. The Bidder, in whose name the Digital Signature Certificate/Registration is obtained, can only fill-up and submit the Price Bid.
- 9.5. Bidders shall fill-up/submit the Price Bid online in the formats provided at the E-portal.
- 9.6. In case of any further information regarding online submission of Price Bid/reverse bidding or if Bidder needs any assistance in accessing/submission of Price Bid/clarification or if training is required

for Price Bid submission/ reverse bidding, then Bidders can contact M/s. e-Procurement Technologies Limited (ETL) as per the below details:

e-Procurement Technologies Limited	Contact person and respective contact numbers are as follows: (a) Khushboo Mehta (email: <a href="mailto:khushboo.mehta@eptl.in">khushboo.mehta@eptl.in</a> ; mobile: 95108-13528) (b) Shaikh Nasruddin (email: <a href="mailto:shaikh@eptl.in">shaikh@eptl.in</a> ; mobile: 95108-12960) (c) Dinki Adhiya (email: <a href="mailto:dinki@eptl.in">dinki@eptl.in</a> ; mobile: 63549-19566) (d) Common email address: <a href="mailto:Support@abcProcure.com">Support@abcProcure.com</a> Website- <a href="https://npl.abcprocure.com/EPROC/">https://npl.abcprocure.com/EPROC/</a>
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## 10. Earnest Money Deposit (EMD)

- 10.1. Non-MSME Bidders are required to make an Earnest Money Deposit (EMD) of INR 5,00,000/- (Indian National Rupees Five Lakh only) by way of NEFT/RTGS/IMPS in favour of Nabha Power Limited The Bank details for NEFT/RTGS/IMPS are as follows:

Bank – ICICI Bank Limited  
Branch Name - 9A, Phelps Building, Inner Circle, Connaught Place, New Delhi-110001  
Beneficiary Name: Nabha Power Limited  
Beneficiary Account No – 777705003161  
IFSC Code – ICIC0000007

- 10.2. The EMD shall be forfeited in any of the following circumstances:
- if the Bidder withdraws or modify its Bid during Bid validity period.
  - the Bidder conceals any material information or makes a wrong statement or misrepresents any fact(s) or makes a misleading statement in its Bid that has a material impact on the performance required under the Contract or tries to influence the outcome of the Bid process, in any manner whatsoever or acts in a manner to nullify the tender process;
  - If the Successful Bidder fails to furnish the Performance Bank Guarantee (PBG) as per clause 21.6 of this Tender Document, within 10 (ten) days from the date of issuance of LoA/PO, as the case may be.
  - if the Bidder or his representative commit any Fraudulent and/or Corrupt Practice while submitting its Bid or during Contract execution.

- e) if
- 10.3. The EMD shall be refunded to unsuccessful/disqualified Bidders within thirty (30) days from the date of opening of non-financial bid. The EMD of the Successful Bidder shall be returned within 15 days from the receipt of Performance Bank Guarantee (PBG) under the Contract.

- 10.4. 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. NPL shall have the sole discretion to extend any of the timelines related to the bidding process.

## 11. Clarification

Prospective Bidder requiring any further information or clarification may submit the request for clarifications by sending email at the email address mentioned in the Tender Document 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.

## 12. 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.

## 13. 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.

## 14. Bid Currency and Validity

- 14.1. The Bidder shall quote the prices in Indian National Rupees (INR) as per the Price Bid format provided in Annexure II.
- 14.2. 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.

## 15. Qualification Criteria

Sr. No.	Minimum Qualification Criteria	Supporting Document
1	Bidder should be a limestone mine owner Or Bidder should be a trader offering supplies sourced from any back-up limestone mine owner. Such bidder should provide letter of authority given by the concerned back-up limestone owner.	Mines details along with an undertaking by the Authorized Signatory on letterhead of the Bidder as per Annexure-III
2	Bidder should have supplied 5000 MT or more of the Materials to thermal power plants or manufacturing unit or process plants, during any one month in (FY 2022-23) having minimum of 85% CaCO <sub>3</sub> content.	Purchase Order Copies and receipt documents from purchaser (end user).
3	Average revenue of the Bidder of 03 financial year (FY 2019-20, FY 2020-21 & FY 2021-22) should be equal to or more than 100.00 Lakh.	Audited Balance sheet and profit & loss account statement, or Turnover Certificate certified by Chartered Accountant
4	Net worth of the Bidder as on 31 March 2023 should be equal to or more than 10 Lakh.	Audited Balance sheet and profit & loss account statement, or Certificate certified by Chartered Accountant
5	Bidder must be registered under GST Act	GST certificate

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

#### 16. Responsive Check:

- 16.1. 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:
- 16.2. EMD of requisite amount submitted by due date and time.
- 16.3. Bids not received by the due date and time.
- 16.4. Bids not submitted in the specified formats attached with the Tender Document.
- 16.5. Bids not signed by the Authorized Signatory in the manner and to the extent indicated in this document.
- 16.6. Incomplete and/or conditional Bids.
- 16.7. Any request for change in Scope of Work and/or terms & conditions.

#### 17. Bid evaluation for qualification.

- 17.1. Bid evaluation of responsive bids will be carried out considering the information furnished by the Bidder as per the table mentioned below.
- 17.2. 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 Tender Document?			
5	MSME Certificate (if applicable)			
6	Qualification Requirement Document as per requirement mentioned in clause no. 15			

- 17.3. Bids 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.
- 17.4. To assist in the examination and evaluation of Bids, NPL may ask Bidders individually for clarification of their Bids.
- 17.5. All documents submitted as a part of tender process shall become the property of NPL and are not returnable.



**18. Bid evaluation (financial)**

Price Bids of the qualified Bidders will be opened by NPL.

The evaluation shall be done based on qualified bids which has offered the lowest landed cost (Rs/MT) to NPL Plant on delivered to NPL Plant basis inclusive of taxes, duties, levies.

**19. Reverse Auction:**

- 19.1. The qualified Bidders submit their Bids quoting their best rates on E-Portal, within the stipulated time.
- 19.2. The lowest quoted price during online bidding shall become the base price for the reverse auction. Those qualified Bidders whose financial Bids are found in order, will be informed to participate in reverse auction which will be conducted on E-Portal.
- 19.3. Selection of Bidders for reverse bidding: All the qualified Bidders, excluding H1 Bidder, are eligible for participation in the reverse bidding, if the total number of qualified Bidders including H1 Bidder is more than three. However, H1 Bidder shall not be excluded from participation in reverse bidding if total number of qualified Bidders including H1 bidder is three.
- 19.4. The procedure for reverse auction shall be shared with qualified Bidders. Necessary training and assistance shall be provided to the qualified Bidders before commencement of reverse auction on E-Portal by the E-Portal service provider. Date & time of the reverse auction, start price, bid decrement, extensions, etc. will be uploaded on the E-Portal.
- 19.5. The Bidder with the lowest quote in the reverse auction shall be declared as the L1 Bidder. Similarly, the qualified Bidder who will quote the second lowest price in the reverse auction will be declared as the L2 Bidder and so on. NPL may go for final negotiation across the table with L1, if necessary, which will be at the sole discretion of NPL.

**20. Award of Contract:**

Notwithstanding any other provision of this Tender Document, the Contract between NPL and the Successful Bidder(s) shall come into existence by the following process:

- 20.1. NPL may award a Contract to the Successful Bidder and such Contract shall incorporate the terms of this Tender Document.
- 20.2. NPL may at its own discretion issue a Letter of Award to the Successful Bidder(s).
- 20.3. NPL may issue Purchase Order(s) to the Successful Bidder who must comply with the terms of such Purchase Order(s). NPL shall in no circumstances be obliged to issue any Purchase Order(s) to any or all the Successful Bidder(s). However, any failure to comply with the terms of an issued Purchase Order shall be treated as a breach of the terms of the Contract and NPL shall be entitled to exercise its remedies specified in the Contract.

## D. SCC & GCC

### 21. Special Conditions of Contract (SCC)

The Special Conditions of Contract shall form a part of the Contract/Purchase 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.

#### 21.1. Scope of Work:

The detailed Scope of Work is mentioned under clause 4.1 of this Tender Document.

#### 21.2. Price basis:

21.2.1. The Basic Contract Price indicated in BBU is on Freight on Road (FOR) basis to NPL, inclusive of charges for testing, specification, packing and documentation, freight charges, loading charges, unloading charges at NPL and transit insurance charges etc.

21.2.2. Advance tax is not applicable.

Unit rates shall remain firm & fixed throughout the Contract period of and shall not be subject to any escalation for any reason, whatsoever.

#### 21.3. Title and Risk and Scope of Work understood

Supplier represents and warrants that it will convey good and merchantable title of the Material supplied to NPL hereunder, free of all liens, taxes, claims, royalties and encumbrances etc.

Supplier shall deliver the Material at the delivery point designated at NPL. The risk and title in the Material supplied shall pass from Supplier to NPL only after conducting the Final Inspection and acceptance by EIC upon delivery at NPL.

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.

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. No claims on above accounts shall be entertained by NPL for any reasons whatsoever.

#### 21.4. Taxes & Duties:

21.4.1. GST shall be payable as applicable on date of dispatch.

21.4.2. No other taxes and duties as applicable on the Bid Due Date shall be paid by NPL.

21.4.3. Tax deducted at source (TDS) will be deducted as applicable. The necessary certificate shall be issued by the Supplier(s) at the end of each quarter of the financial year.

#### 21.5. **Payment Terms:**

21.5.1. 100% payment along with taxes & duties, if any, shall be released by EFT (Electronic Fund Transfer) within 30 days after the receipt of monthly invoices along with all the required documents and acceptance of Materials at NPL Plant.

21.5.2. Following documents should be submitted for payment to NPL EIC:

- 21.5.2.1. Original commercial invoice manually signed duly verified and accepted by the Engineer In-Charge for payment.
- 21.5.2.2. E-way bill as applicable.
- 21.5.2.3. Material safety datasheet (MSDS).
- 21.5.2.4. Quality certificate from approved lab.
- 21.5.2.5. Copy of intimation mail by EIC.
- 21.5.2.6. Performance Bank Guarantee (PBG).

21.5.2.7. Royalty paid to the appropriate government with respect to the Material supplied.

21.5.2.8. Weighment Slip of the Material dispatched issued by the appropriate authority..

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

Supplier shall submit a Performance Bank Guarantee (PBG) as per format provided in Annexure V equivalent to 10% of the Basic Contract Price within 10 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 contract period 3 months claim period.

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

Supplier shall replenish the amount so invoked within 2 (two) weeks of such invocation and intimation from NPL. If the Supplier fails to replenish the shortfall amount within the stipulated time of 2 weeks, then NPL shall be at liberty to hold works to be performed by the Supplier 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 Supplier, after deducting any amount due to NPL from the Supplier. No interest shall be payable by NPL on PBG.

#### 21.7. **Estimated Quantity:**

The estimated quantity of Material is mentioned in Annexure-II. The quantities may vary while actual execution of Purchase Order as per the Plant requirements. The payment shall be made as per the actual quantity executed (as per the provisions of the Tender Document).

**21.8. Delivery Period:**

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

21.8.2. Material should be delivered in staggered manner as per the weekly schedule provided by EIC.

21.8.3. Commencement of Supply: Within 3 days (or earlier as per mutual agreement) from clearance through email/LOA/PO date. The estimated per week quantity is 1200 MT. Delivery schedule shall be given to Successful Bidder along with LOA.

**21.9. Contract Period:**

21.9.1. The Contract will be valid for a period of 45 days, from the date of issuance of PO/LOA

The Contract may be extended further for a period of 45 days after the successful completion of the Contract period 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 Supplier.

**21.10. Liquidated Damages (LD):**

Material received in a calendar month will be treated as one "Batch" and computation for LD will be done Batch wise on monthly weighted average basis.

21.10.1. **Timely delivery of Material:** In case of any failure whatsoever towards timely delivery of Materials due to any reason attributable to the Supplier, the Supplier shall be liable to pay to the Owner liquidated damages, an amount calculated at the rate of 0.5% of the Basic Invoice Amount for per 3 days of delay or part thereof, subjected to maximum of 5% 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.

21.10.2. **CaCO<sub>3</sub> percentage in the delivered Material:** The CaCO<sub>3</sub> percentage in the Materials (as received basis) must be greater than 85%. If the weighted average quantity of CaCO<sub>3</sub> percentage in the Material received for the month is less than 85%, LD will be levied as follows:

S No.	CaCO <sub>3</sub> percentage	Liquidated Damages
1	84% <= CaCO <sub>3</sub> < 85%	For every 0.10% reduction in the percentage of CaCO <sub>3</sub> , LD will be levied @ 2.5% of the Basic Invoice Amount of the Batch and will be recovered from Supplier's outstanding amount or from PBG.
2	<84%	LD will be levied @ 75% of the Basic Invoice Amount of the Batch and will be recovered from Supplier's outstanding amount or from PBG.

21.10.3. **Supply of oversized delivered Materials:** The size of the Material shall be (-) 250 mm. In case the size of Material received is above 250 mm, it will be considered as oversized Material. The quantum of oversize Material received in a month would be jointly assessed by EIC and Supplier's authorised representative (if present) by visual inspection as measurement is not feasible. Penalty for oversized Material shall be levied on the Bidder at @ Rs 100 per MT for quantum of Material assessed to be oversized.

21.10.4. **Presence of Foreign matter in the delivered Material:** The Supplier must ensure that the delivered Material is free from foreign material like plastic tarpaulin, sand, stones, Bajri, tramp iron pieces, concrete blocks etc. failing which, the cost of Material including freight charges + LD

@ 5% of Basic Invoice Amount proportionate to the quantity of foreign material shall be deducted from the Supplier's invoice. The assessment of quantum of foreign material shall be jointly done by EIC & Bidder's authorised representative (if present) by visual inspection as measurement is not feasible.

The quantity of the foreign matter will be deducted while computing the quantity payable to the Bidder.

21.10.5. **Cap on LD:** Cumulative LD will be **capped at 50%** of the payable charges for the month for the followings:

- (a) Timely delivery of Materials
- (b) CaCO<sub>3</sub> percentage in the Materials
- (c) Supply of oversized Materials
- (d) Presence of Foreign Material (except for the deduction of quantity of foreign materials from the payable quantity to the Bidder).

There will be no cap on LD arising out of or on account of reasons not covered from (a) to (d) above.

In case the LD is levied at the cap i.e. 50% of the monthly payable charges, the respective Supplier will be banned for participation in the NPL tenders for one year.

21.10.6. 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 Supplier and/or from the PBG provided by the Supplier. Any shortfall will be recovered by due process of law.

21.10.7. Payment or deduction of liquidated damages shall in no way relieve the Supplier from completing the works and discharging all its other obligations under the Contract.

21.10.8. The Supplier confirms that the LD amount is genuine pre-estimate of loss/damages and hereby agrees for the payment of the same without any protest.

21.11. **Delivery Address:** The Materials to be delivered to:

Nabha Power Limited  
Near Village Nalash, Rajpura, Distt. Patiala, Punjab, PIN – 140401

21.12. **Communication:** All correspondences to this purchase 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](mailto:Tender.npl@larsentoubro.com)

21.13. **Invoicing Instructions:** All correspondences pertaining to Invoicing should be addressed to:

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

21.14. **Final Inspection** of the Materials shall be carried out at NPL Site. The Material not found in strict compliance to the specifications mentioned in Annexure-II of this Tender Document during inspection/testing will be accepted after levying the LD.

## 22. General Conditions of Contract (GCC)

### 22.1. Statutory Compliance:

The Supplier shall be responsible to comply with all the necessary statutory compliances 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 Supplier shall produce all the necessary documents on demand from NPL. The Supplier shall also be responsible to comply with the anti-corruption laws as prevalent at the time of executing this agreement. The Supplier shall ensure that its employees do not indulge in any activities in the premises, which may be construed as illegal. NPL at any time may conduct an audit and check the records of the Supplier.

### 22.2. Confidentiality:

22.2.1. For the purposes of the Contract, the term 'Confidential Information' shall include any and all information or data of a scientific, technical, commercial or financial nature disclosed between the Parties in relation to the Contract, or which is obtained by a Party from the other in relation to the Contract, whether in writing, pictorially, in machine readable form, on disc, mail or orally, or by any other means/modes of disclosure and including without limitation any information contained in any written or printed document, hardware, firmware and software, information related to technology and business activities (including, but not limited to, electricity generating systems, business outlooks, revenue, costing etc.), computer programs, software (including, without limitation, code, software output, screen displays, file hierarchies and user interfaces), formulas, data, inventions, techniques, technology, know-how, processes, ideas, (whether patentable or not), schematics, specifications, drawings, product designs, product plans, costing, services, strategies, third party information, and corporate and personnel statistics, Supplier information, market intelligence, business working, operations, affiliates and other business strategies and other commercial information of a confidential nature.

22.2.2. Subject to the other provisions of the Contract, each Party agrees and undertakes not to disclose any Confidential Information received from the other Party to any third party. Nothing contained in this Agreement nor any provision or disclosure of information (including but not limited to Confidential Information) as contemplated hereunder, shall be construed as creating, conveying, transferring, granting or conferring by one Party on the other any right, license or authority in or to the information provided. The Parties hereto shall use the Confidential Information only for the limited purpose of the Contract between the Parties and for no other purpose whatsoever.

22.2.3. In maintaining the confidentiality of Confidential Information hereunder both Parties agree that they shall not, without first obtaining the written consent of the other, disclose or make available to any person, firm or enterprise, reproduce or transmit, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except that either Party may disclose any Confidential Information to its Directors, officers or employees, or advisors on a "need to know" basis to enable them to evaluate such "Confidential Information" in connection with the Contract.

22.2.4. Parties shall ensure that the said employee(s) and /or the said person(s) shall maintain confidentiality with regard to the disclosed Confidential Information, if any, and shall issue suitable instructions and/or get suitable written undertakings or agreements executed to bind its employees and /or the said person(s) to the same obligations of confidence and safeguarding as the Parties hereto and to adhere to the confidentiality /nondisclosure terms contained in this Agreement.

22.2.5. Parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either Party.

22.2.6. In case the receiving Party becomes legally compelled to disclose any of the information, the receiving Party shall use all reasonable endeavors to provide, wherever possible, the disclosing Party with prompt notice so that the disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of the Contract. If such protective order or other remedy is not obtained, or the disclosing Party waives compliance with the provisions of the Contract, the receiving Party will furnish, or will provide the furnishing of, only that portion of the Confidential Information which is legally compelled for.

22.2.7. The obligations contained below, shall not apply to Confidential Information;

22.2.7.1. which is in the public domain at the time of disclosure to the Parties; or

22.2.7.2. 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

22.2.7.3. 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

22.2.7.4. which is independently developed through the receiving Party's expertise; or

22.2.7.5. which is approved for release in writing by the Party to which the Confidential Information belongs.

**22.3. Pre-despatch Clearance (if applicable):**

Material(s) should be dispatched from Supplier'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 Supplier alone shall be responsible for the quality of the supplies as per the specifications of the Contract / Purchase Order.

**22.4. Change in taxes, cess, levies charges:**

22.4.1. If there is any increase in duties, taxes, cess due to misclassification of the product by the Supplier, the same will be borne by the Supplier.

22.4.2. Similarly, if the Supplier had failed to declare any taxes, duties, cess which was prevailing at the time of submitting the offer and the Supplier realizes his mistake after placement of order on them, these non-declared taxes, duties and levies will be to the Supplier's account within and beyond the contractual delivery date.

22.4.3. 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.

22.4.4. In case of introduction of any new tax and/or duties or increase in rates by the statutory bodies, same will be paid by NPL as applicable from the date of implication.

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



**22.5. Termination for Default:**

In addition to any other event which gives rise to a termination right for NPL appearing in any other provisions of this Tender Document, the following events shall be construed as events of default on the part of the Supplier, the occurrence of which shall entitle NPL to terminate the Contract forthwith:

- 22.5.1. The Supplier is in material breach of any of the terms of this Contract and such breach is not remedied within fourteen (14) days of notice by NPL; Supplier's performance is found to be not as per the Good Industry Practice.
- 22.5.2. Supplier is adjudged bankrupt or insolvent, has a receiving order issued against it, makes a general assignment for the benefit of its creditors, or, if Supplier 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 Supplier takes or suffers any other analogous action in consequence of debt; Supplier assigns, subcontracts or transfers the Contract or any right or interest therein other than in accordance with the Contract.
- 22.5.3. Supplier, in the judgment of NPL has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract.
- 22.5.4. Supplier assigns, subcontracts or transfers the Contract or any right or interest therein other than in accordance with the Contract.
- 22.5.5. The voluntary winding up of the Supplier by the shareholders of the Contractor;
- 22.5.6. Any petition for winding up of the Supplier is admitted by a court of competent jurisdiction and the Supplier is ordered to be wound up by the court;
- 22.5.7. The Supplier has indulged in any adulteration/pilferage/malpractice during transportation/handling of Material.
- 22.5.8. Abandons and ceases its performance or repudiates the contract.
- 22.5.9. Persistently fails to timely correct defects and deficiencies in accordance with the terms of the Contract.
- 22.5.10. Does not carry out the Contract/ LoA/PO for the entire quantity as required by NPL and such breach is not remedied within seven (7) days of notice.
- 22.5.11. Supplier delays in executing the Contract, which results in reaching cap of Liquidated Damages due under the terms of the Contract.
- 22.5.12. Supplier commits a breach of the Contract.
- 22.5.13. Supplier abandons, ceases its performance of the work/services or repudiates the Contract.
- 22.5.14. Supplier fails to pay to NPL any undisputed amount due by the date required for such payment.
- 22.5.15. Supplier fails in co-ordination with other contractors working in the same or adjacent projects.
- 22.5.16. Supplier fails to comply with or disregards or violates any Applicable Laws, Applicable Permits and/or statutory requirements.

In the event of a Supplier's Event of Default, NPL shall, in addition to its right to immediately terminate the Contract, have the right to immediately encash the PBG of the Bidder without prejudice to the other legal remedies available to NPL.

**22.6. Termination for convenience:**

NPL reserves the right to terminate the Contract with 7 days 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.

**22.7. 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/Purchase 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/ Purchase Order shall not be deemed a waiver of such breach and no waiver by NPL or Supplier of any breach shall be deemed to have been made unless expressed in writing and signed by NPL or Supplier 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.

**22.8. Assignment, subcontracting and subletting:**

The Supplier shall not subcontract, transfer or assign any part of this Purchase Order except making arrangements for shipment, without the prior written consent of NPL. Such subletting, transfer or assignment shall not relieve the Supplier from any obligation, duty and responsibility under this Purchase Order. Any subletting, transfer or assignment without the prior written approval of the Purchaser shall be void.

**22.9. Supplier's Liability and Indemnity:**

Supplier hereby accepts full responsibility and keep NPL indemnified, its Directors, employees, agents, successors and assigns and shall hold them harmless from all acts of omission and commission on the part of the Supplier, his agent, his sub-contractor and employees in execution of the Purchase Order. The Supplier also agrees to defend and hereby undertakes to indemnify NPL and also hold NPL harmless from any and all claims for injury to or death of any person/s and for damage to the property arising out of or in connection with the performance of the work/service under the Purchase Order.

**22.10. Quality, Environment, Health & Safety:**

22.10.1. The Supplier confirms that the Materials to be supplied under this purchase order have been manufactured under the environment where all precautions related to safety and health of the person & premises involved has been taken care as per the Industry standards and prevailing practices.

22.10.2. The Supplier also confirms that during manufacturing process all measures shall be taken to minimize the impact on environment to the extent acceptable to relevant statutory bodies.

22.10.3. The Supplier confirms that the manufactured /supplied Material shall meet the quality standards as set out by NPL/practices being followed in the industry.

22.10.4. Supplier shall maintain a quality approved by NPL to ensure a consistent level of quality in the work / service, executed / provided under the Purchase Order and to ensure that the work /service, executed / provided conform to all applicable professional standards and requirements, and to the specifications set forth in the Purchase Order and are suitable to meet specific requirements of NPL as explained.

22.10.5. Supplier also agrees to provide quality information such as inspection data, statistical process control information, test results, and failure analysis results or such other information as may be required pertaining to the work / service under the terms of the Purchase Order.

#### 22.11. **Sale Condition**

With the Supplier's acceptance of the provisions of this Purchase Order, he waive and considers cancelled any of the general / special sales conditions. Delivery of the Material described shall be deemed to constitute acceptance of the Purchase Order and Terms and Conditions by the Supplier at the price specified therein.

#### 22.12. **Aggregate Liability:**

22.12.1. The aggregate liability of the Supplier 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.

22.12.2. Notwithstanding the Aggregate Liability clause, the Supplier 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 Purchase Order. The limitation of liability will not apply in such cases.

#### 22.13. **Force Majeure:**

21.14.1. A "Force Majeure Event" means any events or circumstances or a combination of events or circumstances or the consequence(s) thereof that wholly or partially is beyond the reasonable control of the affected party, which could not have been reasonably foreseen, prevented or mitigated by such Party using its reasonable diligence and which makes it impossible for such Party to perform the whole or in part its obligations under the Contract, including but not limited to:

- a. Act of God, operation of the forces of nature such as earthquake, hurricane, lightning, tidal wave, tsunami, typhoon or volcanic activity.
- b. An act of war, (whether declared or undeclared) hostilities invasion, armed conflict or an act of foreign enemies, blockade, embargo, revolution, military action, or sabotage.
- c. Contamination by radioactivity from any nuclear fuel or form any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties.
- d. Riot, civil commotion, terrorism or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors.
- e. National or regional industrial disputes or targeted disputes which are part of national or regional campaign and which is not reasonably within the powers of a Party to prevent, or which is not specific to the Party or any of his Contractors or Subcontractors.

- f. Government orders and/or restrictions which are imposed under Applicable Law.
- g. Termination of PPA and/or FSA.
- h. Epidemic.

21.14.2. Force Majeure Event shall expressly not include the following circumstances or events:

- a. unavailability of the Materials in the requisite quality and/or quantity including as a result of Supplier failure to deliver the Materials at the mine (s);
- b. On account of Supplier exercising any of its rights or performing any of its obligations as contained in the PO including without limitation any change to the quantity or quality of supply of Materials.
- c. a delay in the performance of any Subcontractor, except where such delay is attributable to an event or circumstance that qualifies as a Force Majeure Event under clause 6.1 above;
- d. non-performance caused by the non-performing Party's: (i) negligent or intentional acts, errors or omissions, (ii) failure to comply with the Applicable Laws or Applicable Permits, or (iii) breach of, or default under, this Agreement, as the case may be; or
- e. any delay or non-performance whether by the Supplier or any other person (other than NPL) but including any Subcontractor or any other transport service provider in transporting the Materials to the NPL Power Plant; or
- f. strikes or labour disturbance at the facilities of the Supplier or its Subcontractor; or
- g. Insufficiency of finances or funds or the Contract becoming onerous to perform.

21.14.3. If the Parties are unable to agree in good faith on the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the dispute resolution procedure set forth in clause 9 below, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief on account of such Force Majeure Event.

21.14.4. Notice of Force Majeure Event

- a. The Affected Party (Party whose performance has been affected by an event of Force Majeure) shall give notice to the other Party in writing of the occurrence of any of the Force Majeure Event (the "FM Notice"), as soon as the same arises or as soon as reasonably practicable and in any event within 15 (fifteen) Days after the Affected Party knew of its occurrence, the adverse effect it has or is likely to have on the performance of its obligations under this Contract, the actions being taken in accordance with clause 6.5 below (Performance Excused) and an estimate of the period of time required to overcome the Force Majeure Event and/or its nature and effects (if it is possible to estimate the same).
- b. If, following the issue of the FM Notice, the Affected Party receives or becomes aware of any further information relating to the Force Majeure Event, it shall submit such further information to the other Party as soon as reasonably practicable.

21.14.5. Performance Excused

If either Party is rendered wholly or partially unable to perform its obligations under this Contract because of a Force Majeure Event, that Party will be excused from its performance if affected by the Force Majeure Event to the extent so affected provided that:

- a. Written notice in terms of clause 6.4 above;
- b. the suspension of performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event; and

- c. The affected Party shall exercise all reasonable efforts to mitigate or limit damages to the other Party.
- d. nothing contained herein shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of or during subsistence of the Force Majeure Event.
- e. Any Party claiming to have been affected by a Force Majeure Event shall not be entitled to any relief unless all the provisions of this clause 6.4.a and 6.4.b. above have been complied with.

No liability of either Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused because of the occurrence.

#### 21.14.6. No liability for losses due to Force Majeure Event

Neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss relating to or arising out of the occurrence or existence of any Force Majeure Event, Each Party shall maintain appropriate insurance cover for losses arising as a result of Force Majeure Events

#### 21.14.7. Duty to perform & duty to mitigate:

To the extent not prevented by a Force Majeure event, the Affected Party shall continue to perform its obligations under the Contract. The Affected party shall take all reasonable efforts to mitigate the effect of a Force Majeure Event.

#### 21.14.8. Resumption of performance

During the period that a Force Majeure Event is subsisting, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under this Contract. The Affected Party shall also make efforts to resume performance of its obligations under this Contract as soon as possible and upon resumption, shall notify the other Party of the same in writing. The other Party shall provide all reasonable assistance to the Affected Party in this regard.

#### 22.14. **Law Governing the Contract:**

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

#### 22.15. **Dispute Resolution and Arbitration**

22.15.1. If any dispute or difference of any kind whatsoever (a "Dispute") shall arise between NPL and the Supplier in connection with, or arising out of, or relating to the Contract or the breach, termination or validity hereof, NPL and the Supplier shall attempt in good faith, to settle such Dispute in the first instance by mutual discussions initially between the Supplier and NPL.

22.15.2. If the Dispute cannot be settled within thirty (30) Days by mutual discussions as contemplated by clause no. 22.16.1 above, the Dispute shall be resolved through arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification, amendment or re-enactment thereof.

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

22.15.4. 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.

22.15.5. 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.

22.15.6. 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 the amount thereof, direct by whom and to whom the same is to be borne/paid.

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

**22.16. 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 Supplier 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 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 Supplier for which under any clause or clauses hereof he is declared liable to pay compensation and the liability of the Supplier for past and future compensation shall remain unaffected.

**22.17. Compliance with Applicable Laws:**

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

**22.18. Idle Time:**

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

**22.19. Damage to Property:**

The Supplier 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 Supplier, his sub-contractor, Supplier'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.

**22.20. 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.

**22.21. Jurisdiction:**

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

**22.22. Relationship:**

Supplier shall perform the terms and conditions of the Contract as an independent Supplier. 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. Supplier its agents, employees, representatives or affiliates shall under no circumstances be deemed as agents or representatives of NPL or its affiliates. Neither Supplier nor Supplier'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.

**22.23. Severability:**

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

**22.24. 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.

**PART - II**

**Annexure -I**

**FORMAT FOR UNCONDITIONAL BID CERTIFICATE  
(To be submitted on the Supplier'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/Limestone/2023-24/074** including all addenda, corrigenda, amendments and clarifications, 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 .....

COMPANY .....

DATE .....

\*To be signed by Authorized Signatory



**Annexure-II**  
**(Technical Specifications and Price bid format)**

Sl. No.	Description	Range	Estimated Quantity	UOM	Unit Rate INR (Exclusive of GST)	Amount INR (Exclusive of GST)
1	Crushed Limestone with below properties (% by mass)					
a	CaCO <sub>3</sub>	> 85%	7,000	MT		
b	Magnesium Oxide (MgO)	< 2.2				
c	Total Silica	< 6.0				
d	Aluminum as Al <sub>2</sub> O <sub>3</sub>	< 1.7				
e	Manganese as MnO <sub>2</sub>	< 0.02				

\*GST Extra as applicable (Current rate applicable is 18%)

SEAL

SIGNATURE .....

NAME .....

DESIGNATION .....

COMPANY .....

DATE .....

\*To be signed by Authorized Signatory

**Annexure-III****Bidders Information Application Form for Supply of limestone**  
**(To be printed on the letter head of the Bidder)**

Ref No.

Date:

To,

Head Procurement  
Nabha Power Limited,  
Near Village Nalash, Rajpura,  
Distt. Patiala, Punjab - 140401

Dear Sir,

We hereby express our willingness to participate in tender process for supply of limestone and are furnishing herewith the following details:

Name of the Bidder and Address	
Whether the Bidder is Government firm / Private owned	
Is the Bidder a mine owner or Trader	
Name of mine/ warehouse/ port from where supply will be made	
Total approved capacity of the mine	
Capacity of the mine as on date	
Committed capacity to other clients and period of commitment	
Preferred mode of supply of limestone to the designated place at NPL Site	Road
Frequency of supply of limestone to meet daily requirement of each unit of 700 MW	
Size and quantity of limestone available	
Purity of limestone	
Specify sizes of limestone; among sizes of (-) 20mm/ (-) 50mm/ (-) 100mm/ (-) 250mm; those can be made available for supply	
Specify outage season (if any) round the year	

Name and Designation of the contact person	
Address	

Mobile Number	
E-Mail Address	
Any other relevant information	

**Note:** Kindly attach the following along with this form:

- (a) Mine papers
- (b) Total approved capacity of the mine
- (c) Committed capacity to other clients and period of commitment
- (d) Letter of authority given by the concerned back-up limestone owner in case the Bidder is a trader.
- (e) Royalty paid to the appropriate government with respect to the Material supplied.
- (f) Weighment Slip of the Material dispatched issued by the appropriate authority.

Place:

Date:

Name:

In the Capacity of:

Signed:

Duly authorized to sign the application for and on behalf of:

(Seal of the Bidder)

**Annexure-IV (Authorized Signatory)**

(On Letter Head of the Bidder)

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/Limestone/2023-24/074 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.

SEAL

SIGNATURE .....

NAME .....

DESIGNATION .....

COMPANY .....

DATE .....

\*To be signed by Authorized Signatory

**Annexure-V**  
**(Performance Bank Guarantee Format)**

This Deed of Guarantee made at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by the \_\_\_\_\_ (name of the bank and branch with address) (hereinafter referred to as "the Bank" or "Guarantor" or "Surety" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the One Part, in favour of NABHA POWER LIMITED, a company incorporated under the Companies Act 1956, having its registered office at P.O. Box No -28, Near Village Nalash, Rajpura-140401, Punjab, hereinafter referred to as "NPL" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the Second Part :

**WHEREAS**

- i. NPL invited bids under Tender Document No. \_\_\_\_\_ and pursuant to which M/S \_\_\_\_\_ (company/partnership firm/proprietorship firm ) having its registered office at \_\_\_\_\_ (hereinafter called "the Supplier") 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 Supplier 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 Supplier 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 Supplier of its Contractual obligations under the Contract.
- iii. In consideration of the aforesaid and at the request of the Supplier, the Bank has agreed to furnish this Bank Guarantee (Guarantee) to NPL, as hereinafter appearing.

**NOW 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 Supplier, 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 Supplier and/or on the account of breach of any of the terms and conditions of the Contract by the Supplier. 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 Supplier 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 Supplier, may be entitled to. To give effect to this guarantee, the Bank shall be deemed to be the principal debtor.

3. The Bank further agrees that NPL shall be the sole judge whether the Supplier 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 Supplier and NPL, the Supplier and / or the Bank and/or the Bank and NPL or otherwise howsoever touching or affecting these presents or the liability of the Supplier to NPL, and notwithstanding the existence of any instructions or purported instructions by the Supplier, 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 Supplier.
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 Supplier for the due fulfilment of the obligations under the Contract by the Supplier, 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 Supplier 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 Supplier 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 uncanceled 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 Supplier 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.
12. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by NPL to the Bank either by post, hand, courier, e-mail or by fax.

13. This Guarantee / Undertaking shall be governed by and construed in accordance with laws of India.

14. NOTWITHSTANDING ANYTHING CONTAINED HEREIN

- i. Our liability under this Bank Guarantee shall not exceed the sum of Rs. \_\_\_\_\_/- (*value in figures*) (\_\_\_\_\_) (*value in words*).
- ii. This Bank Guarantee shall be valid until \_\_\_\_\_ (date) with an additional time period of 12 months for making a claim before the Bank.

IN WITNESS WHEREOF the Bank, acting through its constituted Attorney has executed these presents, in the name and on behalf of the Bank, on the date written herein above.

AUTHORISED OFFICER OF THE BANK

Name :

Designation :

Bankers' stamp :

**(NOTE:**

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).

**Annexure-VI**

(On letterhead of Bidder)

Date: DD-MM-YYYY

**Final Settlement (Contract closure note)**

Date: XX.XX.XXX

Ref. Tender Doc:  
PO No(s):

Contract Duration:

Scope of work:

This 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.
6. Only an amount of Rs. \_\_\_\_\_ (in words \_\_\_\_\_ only) 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).
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.

8. The said outstanding amount of Rs. \_\_\_\_\_ (in words \_\_\_\_\_ only) shall be released/adjusted towards Full and Final Settlement and shall be binding upon me/us and anyone claiming under me/us. All previous claims / notices / demand, communications, understandings (if any), are hereby terminated and stand superseded.
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.
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,

SEAL

SIGNATURE .....

NAME .....

DESIGNATION .....

COMPANY .....

DATE .....

\*To be signed by Authorized Signatory

**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 Supplier including taxes and duties	
7	Payment received by the Supplier 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	<input type="checkbox"/> Yes <input type="checkbox"/> No

SEAL

SIGNATURE .....

NAME .....

DESIGNATION .....

COMPANY .....

DATE .....

\*To be signed by Authorized Signatory

**Annexure-VII**  
**Format for raising disagreement against NPL quality**

<b>Intimation to NPL through Email/letter</b>		<b>Date of intimating Disagreement</b>	
<b>Sampling date and time</b>		Name of Bidder's representative who witnessed the sampling process	
<b>Preparation date and time</b>		Name of Bidder's representative who witnessed the sampling process	
<b>Analysis date and time</b>		Name of Bidder's representative who witnessed the analysis process	
<b>Disagreement with regard to (sampling / preparation / test results)</b>		Name of Bidder's representative who witnessed & signed the referee sample sealing	
<b>DISAGREEMENT OF NPL LAB RESULTS</b>			
Lorry Receipt Number	Bidder Name	NPL Test Certificate Reference No.	
<b>NPL Findings (As Received Basis)</b>			
<b>Parameter disagreed</b>		<b>CaCO<sub>3</sub>%</b>	
NPL Findings (As Received Basis)			
Bidder's assessment (As Received Basis)			
<b>Reason for Disagreement</b>	Applicable standard No.	Relevant clause no. in the standard	Deviation observed
<b>Suggested Action</b>			Please retain Referee Sample till disagreement resolved
			Referee Sample Analysis
			Anything Else
<b>Intimation By</b>			
<b>Bidder's Sign</b>			
<b>Bidder's Seal</b>			