



Nabha Power Limited

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

Document No: NPL/Proc/2024-25/08

Rev. No. 0 Dated: 26th June 2024



**BID DOCUMENT
FOR
SALE OF SCRAP AND SURPLUS MATERIALS
BY
NABHA POWER LIMITED**

P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.
Tel. No.: +91-1762-277252 Ext. 267
E-mail: tender.npl@larsentoubro.com

1. General Terms & Disclaimers

- 1.1. Any defined term used in this Bid Document shall have the meaning given to it in clause 2 or as is defined elsewhere in this Bid Document.
 - 1.2. This Bid Document is not an agreement or an offer by Nabha Power Limited (**NPL**) to the Prospective Buyers. The purpose of this Bid Document is to provide Prospective Buyers with information to assist the formulation of their Bid. For the avoidance of doubt, Prospective Buyers shall not be permitted to Bid through a Consortium of any form.
 - 1.3. Whilst this Bid Document has been prepared in good faith, all information contained in this Bid Document, including commercial, financial, geographical, and legal information has been included for illustrative purposes only to assist Prospective Buyers in making their own evaluation of the Bid. Each Prospective Buyers shall be solely responsible for satisfying itself as to the information required to submit a Bid. The Buyer shall conduct appropriate due diligence, investigations, projections, conclusions etc. to independently verify the information and facts in this Bid Document and to obtain any additional information they might require prior to submitting their Bid for purchase of Material from NPL.
 - 1.4. Neither NPL, nor its employees, partners, directors, other staff or the consultants/advisors of any such person:
 - 1.4.1. accepts any responsibility or liability to any Prospective Buyer or any other person arising out of or in relation to this Bid Document (**including in relation to omissions of information**) and/or in respect of the use of, reliance on, such information by Prospective Buyers/Buyers and/or incurred or suffered in connection with anything contained in this Bid Document including any matter deemed to form part of this Bid Document, the award of the Contract, **or otherwise arising in any way from the qualification process for the said Contract;** and
 - 1.4.2. makes any representations or warranty (express or implied) as to the adequacy, accuracy, reasonableness, or completeness of any information in this Bid Document.
- Each Prospective Buyer shall be solely responsible for satisfying itself as to the information required to submit a Bid.
- 1.5. This Bid Document includes statements, which reflect understanding of various assumptions arrived at by NPL to give a reflection of current status to the Prospective Buyers. Prospective Buyers are advised to make their own assessments prior to submitting their Bids.
 - 1.6. Each Prospective Buyer shall inspect and examine the relevant infrastructure, process & procedures, safety and special instructions practiced at NPL including various routes connecting NPL Site 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 types and quantities of various scrap & surplus items available for sale (ii) the availability of local labour; (iii) types of machinery & tools required for lifting & loading of scrap & surplus items; and (iv) 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.
 - 1.7. By participating in the Bid process, each Prospective Buyer 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 Bid process.

- 1.8. NPL may at its own discretion, but without being under any obligation to do so, update, amend or supplement this Bid Document as may be deemed necessary by NPL at any time including to:
 - 1.8.1. amend the terms described in this Bid Document,
 - 1.8.2. amend, terminate or suspend any element of the tender process, including by extending any date, time period or deadline provided for in this Bid Document,
 - 1.8.3. reject or disqualify any or all Bid(s) with or without assigning any reason,
 - 1.8.4. waive any defect or irregularity in any Bid or any non-conformity in the form or content of any Bid and accept that Bid,
 - 1.8.5. re-advertise for new Bids or enter into negotiations with other qualified third parties; and/or
 - 1.8.6. proceed with the sale of scrap & surplus items, business described and/or work of a similar nature in some other manner or not at all.

Notice of such change shall be uploaded on third party's portal (<https://npl.abcprocure.com/EPROC/>). Prospective Buyers are required to visit the website and keep abreast of any such changes.

- 1.9. NPL reserves the right to abandon the tender process resulting in non-award of Sale Order to any Buyer against this tender process, without assigning any reason.
- 1.10. Though adequate care has been taken while preparing the Bid Document, the Prospective Buyer shall satisfy itself that the documents are complete in all respects.
- 1.11. NPL reserves the right at its sole discretion to cancel or amend the tender process or to reject any or all of the Bids received without assigning any reasons. NPL shall not be liable for any claim whatsoever and/or any expenses or losses that might be incurred by the Prospective Buyer in preparation and submission of the Bid as well as for post bid discussions/interactions. For the avoidance of doubt, each Prospective Buyer 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.
- 1.12. It shall not be binding on NPL to accept the highest Bid 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.
- 1.13. NPL reserves the right to vary the Material quantity available for disposal.
- 1.14. Buyer shall comply with Applicable Laws, rules and requirements/policies of Government of India (GoI)/ Government of Punjab (GoP) during the validity of the Sale Order. This Bid Document and the Sale Order shall be governed by the laws of India and all legal proceedings in connection with the Bid Document and Contract shall be subject to the exclusive jurisdiction of the courts at Chandigarh.
- 1.15. Canvassing in any manner (either directly or indirectly) may, in NPL's sole discretion, lead to disqualification and blacklisting of the Prospective Buyer from further involvement in the tender process and from participating in the future tenders issued by NPL for three years (or such other period as determined solely by NPL).

- 1.16. If there is a discrepancy between the original document and its copy, the original document will be considered for the bidding process.
- 1.17. NPL reserves its right to make changes/amendments to this Bid Document and any Sale Order.
- 1.18. Insurance and safety of workers/Employees of the Buyer shall be the sole responsibility of the Buyer.
- 1.19. NPL may, at its discretion, disqualify from further involvement in the tender process, any Prospective Buyer who is in conflict of interest with NPL or one or more Prospective Buyers, a Prospective Buyer is set to be in conflict of interest if (either directly or indirectly):
 - 1.19.1. fixes or adjusts any element of the pricing of its Bid by or in accordance with any agreement or arrangement with any other Prospective Buyer,
 - 1.19.2. communicates to any person other than NPL the amount or approximate amount of any element of the pricing of its Bid; and/or
 - 1.19.3. causes or induces any person to inform the Prospective Buyer of the amount or approximate pricing of any element of any rival Bid.
 - 1.19.4. enters into any agreement with any other person or causes or induces any person to enter into any agreement 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;
- 1.20. NPL may, at its discretion, disqualify a Prospective Bidder, if:
 - 1.20.1. NPL has terminated any contract with the Prospective Buyer in the past on account of breach on the part of the Prospective Buyer, of any of the terms and conditions of the said contract in the past 7 years;
 - 1.20.2. NPL has forfeited the contract performance security of the Prospective Buyer in full or in part in the past 7 years;
 - 1.20.3. there is an ongoing dispute between the Prospective Buyer and NPL;
 - 1.20.4. the Prospective Buyer has history of being involved in any fraudulent activity.
- 1.21. Without prejudice to any other provision of this Bid Document, all Prospective Buyers shall regard and treat the terms of the Bid 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:
 - 1.21.1. the purpose of enabling a Bid to be prepared and submitted; and
 - 1.21.2. as may be required to be disclosed by judicial or administrative process

provided that in each case the disclosing party ensures that the receiving party shall comply with the terms of this Bid Document and the Contract. In respect of any disclosure made pursuant to paragraphs (1.21.1) or (1.21.2), the Buyers 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.
- 1.22. All information in relation to this Bid 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.
- 1.23. Copyright in the information in relation to the Bid 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.

- 1.24. Prospective Buyers shall not issue or release any publicity in relation to, nor comment on, the Sales Order, the tender process without NPL's prior written consent to the relevant communication. In particular, Buyers 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.
- 1.25. This Bid Document sets out NPL's requirements of scrap & surplus items sale. In the event of any inconsistency, this Bid Document shall take precedence over any other documents or information previously issued by, or on behalf of, NPL or the Prospective Buyer including any Sale Order.

1.26. **Bid Schedule:**

Date	Event
25 June 2024	Publishing of NIT in newspapers
26 June 2024	Date of availability of Bid document on third party portal (by 17:00 hrs)
09 July 2024	Last day for submission of Bid at third party portal (by 17:00 hrs) "Bid Due Date"
10 July 2024	Opening of qualification Bids at 10:00 Hrs
11 July 2024	Opening of Price Bids at 10:00 Hrs (depending upon number of Buyers and subject to completion of qualification evaluation)
11 July 2024	Forward auction 14:00 Hrs at third party portal (based on the no. of Buyers)

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

- 1.27. The Prospective Buyer must have class 3 Digital Signature Certificate (DSC) in the name of (Authorized Signatory) from any of the licensed Certifying Agency (Prospective Buyer can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering process. Corporate DSC can be in the name of the Prospective Buyer.
- 1.28. To participate in the bidding, Prospective Buyer must register them/their firm with E-Portal & obtain login credentials / password for the same and keep the same valid up to the date of submission of Bid.
- 1.29. The Prospective Buyer to submit its Bid online following the instruction appearing on the screen. A training session on submission of bids shall also be carried out by the E-portal service provider for each Prospective Buyer at least two days prior to the Bid Due Date.
- 1.30. Complete Tender Document along with supporting Annexures should be uploaded during the on-line submission of Bid.

2. Definitions and Interpretations:

"Annexure" shall mean any of the annexures, supplements or documents, appended to this document or Sales 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, statutes, decisions, regulations, custom or usages having force of law, bylaws, circulars, guidelines, policies and notifications made there under and the judgments, decrees, injunctions, writs and orders of any court of record.

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

"Basic Price" shall mean the quoted price of individual Material excluding applicable taxes & duties, which has been offered by the Prospective Buyer and accepted by NPL as consideration for the Scope of Work and obligations to be performed under this Bid Document.

"Bid Document" shall mean this document including other documents such as Notice Inviting Tender (NIT), bid documents including Price Bid, all Annexures and other formats being issued to the Prospective Buyers.

"Bid/ Offer" shall mean the proposals of the Prospective Buyer submitted in response to and as required as per the Bid Document issued by Nabha Power Limited.

"Buyer" shall mean the Prospective Buyer whose Bid has been accepted by Nabha Power Limited and is awarded the Contract/Sale Order for purchase of any of the Material on as is where is basis and as per the terms and conditions mentioned in this Bid Document.

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

"Contract" shall mean the Sales Order including its Annexures, the same will govern the terms of the purchase by the Buyer and shall constitute a contract between Nabha Power Limited and the Buyer.

"Consortium" means a group of companies responding as a Prospective Buyer.

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

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

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

"Material" shall mean any and all scrap and surplus materials as mentioned in Annexure-I identified for sale under this document (or Sales Order).

"Month" shall mean a calendar month according to the Gregorian calendar.

"NPL" shall mean Nabha Power Limited, a company registered under the Companies Act, 1956 having its registered office at PO Box No 28, Near Village Nalash, Rajpura -140401, Punjab.

"NPL Site" shall mean Nabha Power Limited, Near Village Nalash, Rajpura, Punjab.

"Party" shall mean either NPL or the Prospective Buyer/ Buyer.

"Parties" shall mean NPL and the Prospective Buyer/Buyer collectively.

"Person" shall mean and include natural as well as juristic persons.

"Prospective Buyer" shall mean Persons making the Bid in response to and as required by this Bid Document.

"Price Bid" shall mean the proposal submitted by the Prospective Buyer giving rates as per the format given in Annexure-I of the Bid Document.

"Qualified Buyers" shall mean the Buyers short-listed based on the qualification requirements specified as per Clause 6.1 in the Bid Document for further evaluation as per the Bid Document.

"Sales Order" shall mean the document issued by Nabha Power Limited to the Buyer in which Nabha Power Limited specifies the terms and conditions of sale and quantity of Materials which are to be purchased by the Buyer under the Contract.

"Written Notice & serving thereof" shall mean a notice or communication in writing and shall be deemed to have been duly served within 7 Days of dispatch if sent through speed post/ courier, or within a Day of its dispatch if sent by e-mail to the last business address known to the Party who gives the notice. This also shall include notice posted on NPL website followed by communication to the Bidder by Fax and/or e-mail.

3. Abbreviations and Interpretations:

3.1. Unless otherwise specified, wherever the following abbreviations are used in this Bid Document they shall have the meanings set forth below:

- 3.1.1. CPS – Contract Performance Security
- 3.1.2. EIC – Engineer In-charge
- 3.1.3. EMD – Earnest Money Deposit
- 3.1.4. GoI – Government of India
- 3.1.5. GoP – Government of Punjab
- 3.1.6. NPL – Nabha Power Limited
- 3.1.7. SO – Sales Order

3.2. Interpretations:

- 3.2.1. 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 the Executive-in-Charge/ Manager-in-Charge/NPL.
- 3.2.2. 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.
- 3.2.3. 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.
- 3.2.4. a "person" includes any individual, corporation, firm, partnership, joint venture, association (whether a body corporate or an unincorporated association of persons) or any government institution, department or establishment and a person shall be construed as including a reference to its successors, permitted assigns and permitted transferees in accordance with their respective interests;
- 3.2.5. an "employee" of any person 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 person as an employee, consultant, contractor or in any other capacity whatsoever;
- 3.2.6. the descriptive headings in this Bid Document, including the cover page and table of contents, are for convenience of reference only and not for purposes of construction or interpretation of its provisions;
- 3.2.7. unless specifically provided otherwise, the words "herein" and "hereunder", and words of similar import, refer to the entirety of this Bid Document and not only to the Clause in which such use occurs;
- 3.2.8. a reference to a "Clause", "Schedule", "Annex" or "Exhibit" is a reference to a Clause, Schedule, Annexure or Exhibit of this Bid Document or Contract;
- 3.2.9. "including" or "includes" shall be deemed to be qualified by a reference to "without limitation";
- 3.2.10. reference to "this Bid Document or 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

3.2.11. this Bid Document or Contract is to be read and construed as a whole; anything mentioned in any of the documents comprising this Bid Document or Contract shall be of like effect as if stated or mentioned in all of them. In the event of a conflict between the clauses and the appendices, the parties shall endeavour, in the first instance, to resolve the conflict by reading this Bid Document or Contract as a whole and the provision that is more specific to the subject matter shall govern. If, notwithstanding the parties' good faith efforts to resolve the conflict as provided in the preceding sentence, the conflict continues to persist, the provision in the clauses shall govern.

4. Preparation and Submission of Bids:

4.1. For inspection of Material lying at NPL Site, Prospective Bidders shall contact Head Stores at NPL Stores on any working day during work hours, who shall arrange for inspection through video conferencing or visit at NPL Site.

4.2. Preparation of Bid: The Bid proposal shall comprise of two stages – stage1 and stage2.

Sl. No.	Stage	Documents to be submitted
01	1	<ol style="list-style-type: none"> 1. EMD in form of RTGS to NPL account 2. Signed and stamped copy of latest tender document including all Annexures, addenda, corrigenda, amendments and clarifications. 3. Audited Balance sheet and profit & loss account statement or Turnover Certificate certified by Chartered Accountant for FY 2021-22, FY 2022-23 and FY 2023-24. (Average revenue of the Prospective Buyer in 03 financial year (FY 2021-22, FY 2022-23 and FY 2023-24) shall be equal to or more than INR 50.00 Lakh. 4. PAN Card 5. Certificate of Incorporation / Partnership Deed or PAN Card as applicable 6. GST Registration
02	2	Submission of Price Bid as per Annexure-I of the Bid Document

4.3. Bid must be unconditional and non-suggestive. Bids with conditions/suggestions (including any amendments to the General Terms and Conditions) are liable to be summarily rejected in NPL's sole discretion.

The bids submitted with any deviation w.r.t. the terms & conditions of the Bid Document including all Annexures will be rejected.

4.4. The Prospective Buyer shall quote its prices/rates for the Material, i.e., for complete list of items in the Price Bid format described in Annexure-I, considering the same on as is where is basis and other terms & conditions of the Bid Document.

5. Submission of Bid:

5.1. Buyer shall submit the Bid on the E-Portal within the date and time mentioned in the Bid Schedule mentioned in the Bid Document. Bids submitted by mail/telex/telegram/fax/e-mail shall not be considered under any circumstances.

5.2. Price Bid should be quoted as per BBU and in the format as per Annexure-I on the E-Portal.

5.3. Bid & supporting documents shall be submitted online on E-Portal. Erasures, overwriting and other changes on the Bid shall be not acceptable and make the Bid liable for rejection.

5.4. The Buyer is expected to examine all instructions, forms, terms and conditions, specifications, provided in this Bid Document. Bids which fail to furnish complete information required as per the Tender Document in every respect, shall not be entertained and liable to be rejected being non-responsive Bids.

6. Bid Opening and Evaluation Methodology:

6.1. **Stage-1 (Qualification evaluation):** Qualification evaluation of the Bids will be done as per following chart:

Sl. No.	Particulars	Yes	No	Remarks
1	Whether the DD is in favour of Nabha Power Limited and is of required amount or if the RTGS is of required amount?			
2	Whether the latest copy of bid document including all addenda/ corrigenda/ amendments/ clarifications has been signed and stamped on all pages			
3	Whether the average revenue of the Prospective Buyer in 03 financial year (FY 2021-22, FY 2022-23 and FY 2023-24) is equal to or more than INR 50.00 Lakh.			
4	Whether the Buyer has taken any deviations from the Bid Document			
5	Copy of GST Registration			
6	Copy of Incorporation certificate / Partnership Deed or PAN Card (as applicable)			
7	Copy of PAN Card			

Bids which meet all the above-mentioned criteria will be considered as Qualified Buyers. Bids which are not complete in all aspects as stipulated above and/or without the Earnest Money Deposit ("EMD") are liable for rejection. NPL may at its discretion accept any non-material/ minor deviations.

6.2. Stage-2: Price Bid evaluation:

Then Price Bids of the Qualified Buyers will be opened in accordance with the Bid Schedule mentioned in this Bid Document.

After opening of the Price Bid, NPL will proceed for the forward auction process.

6.3. If the Price Bids cannot be opened as per the schedule, the Qualified Buyers will be intimated in advance regarding the revised schedule for opening of the Price Bid.

6.4. All documents submitted as a part of bidding process shall become the property of NPL and are not returnable.

7. Forward Auction/Close Bidding:

Qualified Buyers whose financial Bids are also found in order, will be informed to participate in forward auction which will be conducted on E-portal. The decision to conduct a forward auction shall be the sole prerogative of NPL and decision in this respect shall be conveyed to Qualified Buyers whose financial Bids are also found in order after opening and evaluation of the financial Bid.

The process for the forward auction shall be provided to Prospective Buyers. NPL's Auctioneer will provide necessary training and assistance to Prospective Buyers before commencement of auction on E-Portal. Date & time of the auction, start price, bid increment, extensions, etc. will be communicated through Auctioneer.

The Qualified Buyers who will quote the highest price of individual line items in the auction will be declared as the H1 Prospective Buyer & 2nd highest Bidder shall be declared as H2 Prospective Buyer and so on, for respective line item. NPL may go for final negotiation across the table for any or all line item(s) with the Qualified Buyer(s) who has participated & submitted at least one bid for respective line item(s) during the forward auction, if necessary, which will be at the sole discretion of NPL. After final negotiation the Qualified Buyer with highest price for an individual item shall be declared as Successful Buyer for respective line item(s).

8. Price and Evaluation of the Price Bid

- 8.1. The Prospective Buyer shall quote its most competitive prices for the Material on as is where is basis as per the Price Bid format.
- 8.2. The Price Bids shall be evaluated based on the highest quoted Basic Price, excluding taxes, duties & levies, for all the Materials.
- 8.3. The Buyer shall bear the taxes, duties & levies including TCS for the time being in force and at the rates as may be applicable on the date of invoice.

Notes:

- a) Prospective Buyer shall submit single rate for each line item as per Annexure-I.
- b) The highest Basic Price of each line item will be evaluated separately.

9. Negotiations and Award of Contract

NPL reserves the right to negotiate with the Qualified Buyers after the conclusion of the auction process. Notwithstanding any other provision of this Bid Document, the Sale Order between NPL and the Buyer(s) shall come into existence in accordance with the following process:

- 9.1. The Sale Order will be awarded to the Buyer(s) for respective Material for which the Prospective Buyer has quoted the highest Basic Price.

10. Earnest Money Deposit

10.1. The Prospective Buyers are required to submit an Earnest Money Deposit (EMD) of Rs. 10,00,000.00 (Rupees Ten Lakh only) through RTGS (subject to realization of amount in bank account mentioned below). No interest shall be paid on EMD.

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

EMD shall be refunded to the Prospective Buyers as per the table below:

Buyer(s)	Unsuccessful Prospective Buyers
EMD shall be converted to CPS on the date of issuance of the SO as per clause 11.	Within 30 days from the date of Bid opening

10.2. NPL shall have the right to encash and forfeit the EMD if:

- 10.2.1. the Prospective Buyer/Buyer withdraws his Bid during the validity period of the Bid.
- 10.2.2. the Prospective Buyer/Buyer, after opening the Bid withdraws or modifies the Bid.
- 10.2.3. the Prospective Buyer/Buyer conceals any material information or makes a wrong statement or misrepresents any fact(s) or makes a misleading statement in its Bid that has material impact on the performance required under the Contract or tries to influence the outcome of the tender process, in any manner whatsoever or acts in a manner to nullify the tender process.

Important Note:

In case Prospective Buyer/Buyer has taken any deviation from the Bid Document or makes false representation with respect to qualification requirements or refuses to perform any act which the Buyer is obliged to do as per this Bid Document, which may be discovered/ revealed/noticed during tender process or during the validity of the Sale Order, any amount received from the Prospective Buyer/Buyer including but not limited to EMD or CPS (either full or in part) may be encashed and forfeited by NPL and Sale Order if awarded may be annulled with no liability to NPL. NPL may also take other actions as appropriate including blacklisting and debarring the Prospective Buyer/Buyer from current and future participation in tenders issued by NPL.

11. Contract Performance Security (CPS)

11.1. The Buyer shall submit CPS equivalent to 10% of the estimated value of the Sale Order (exclusive of taxes, duties & levies) or INR 25.00 Lakh whichever is less through RTGS.

The EMD amount submitted by the Buyer shall be converted to CPS on issuance of SO. The balance CPS amount shall be submitted within 10 days from the date of issuance of SO.

If the Buyer fails to submit 100% amount of the Contract Performance Security (CPS) as per clause 11 of this Bid Document, within 10 (ten) days from the date of issuance of Sale Order, any amount received from the Buyer may be forfeited by NPL.

11.2. The CPS shall be returned within 30 days after the settlement of final Invoice issued by NPL, after deducting any amount due to NPL from the Buyer. No interest shall be payable to the Buyer on the amount of CPS.

11.3. The CPS shall be maintained throughout the tenure of the Sale Order as a security for satisfactory performance. NPL may invoke the CPS either in full or in part as the case may be if NPL found the performance to be unsatisfactory

11.4. The Buyer shall have to replenish the amount so invoked within 2 (two) weeks of such invocation and intimation from NPL to the Buyer. If Buyer fails to replenish the shortfall amount within the stipulated time of 2 weeks, then NPL shall be at liberty to hold further sales and invoke 100% of the CPS.

11.5. The CPS shall be valid as per validity table in clause 12 or till the extended validity, as the case may be.

12. Bid currency and validity:

The Buyer shall quote the prices in Indian Rupees (INR) as per Price Bid format provided in Annexure-I.

Document	Value	Validity
Earnest Money Deposit (EMD)	Rs. 10,00,000 (Rupees Ten Lakh Only)	30 days from the date of opening of Bid Document. EMD will be refunded/converted as per table mentioned in clause No. 10
Price Bid (Annexure-I) for acceptance	N/A	Three months from the date of opening of Bid Document
Contract Performance Security	The CPS amount shall be maximum of the following: INR 25 Lakh or 10% of the amount of Sale Order (exclusive of taxes, duties & levies), whichever is less.	Till the validity of the Sale Order + 30 days settlement period

13. Period of Contract

The Sale Order shall be valid till 30th September 2024 from the date of its issuance by NPL. The validity of the Sale Order may be further extended based on the mutual discussions between NPL and the Buyer on the same terms & conditions.

14. Estimated Quantity:

The estimated quantity of Materials is mentioned in Annexure-I. The quantities may vary while actual execution of sale. Further, NPL may decide not to sell any item during the execution of the Contract. NPL's decision in this regard shall be final and binding on the Buyer(s).

15. 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.

16. Scope of Work for sale on As Is Where Is Basis:

The sale of Material is on as is where is basis. The Buyer shall be responsible for purchase, segregation, collection, cutting, loading, removal & transportation of Material from NPL Site in accordance with Good Industry Standards and Applicable Laws as may be amended from time to time. The abovementioned activities shall be carried out by the Buyer at the place identified and designated by NPL with complete safety and security measures ensuring that no loss or damage is caused to NPL and its property.

17. Billing and Payment Terms:

- 17.1. The Buyer shall deposit interest free Contract Performance Security (for the amount as applicable) to NPL through RTGS at the time of execution of the Contract (as mentioned in Clause 11 of the Bidding Document) and the said amount shall be retained by NPL till the validity period as mentioned in this Bid Document. The CPS shall be refunded to the Buyer within 30 days from the date of completion of sale as per the provisions of the Sale Order, subject to deductions/adjustments against any amount due from the Buyer.
- 17.2. The Buyer shall deposit an amount equivalent to the 20% of the price of the SO, including GST & TCS by way of Demand Draft (or) RTGS payment one day in advance and confirm with NPL Finance & Accounts department by way of email (or) written intimation on their letter head. The Material(s) shall only be taken out after receipt of advance amount by NPL.
- 17.3. The Buyer shall replenish the advance amount as soon as the advance amount available with NPL reaches to or below the amount equivalent to 10% of the price of SO including GST and TCS.

- 17.4. The Buyer shall take permission from the Engineer In-Charge before submission of advance money equivalent to the quantity of Material to be taken out from NPL Site.
- 17.5. The Material shall be physically verified by NPL's representative and will be taken out after issuance of gate pass from NPL.

18. Penalty

- 18.1. 100% of the Material shall be lifted by 30th September 2024 from the date of issuance of the Sales Order.
- 18.2. In case the Buyer fails to lift 50% quantity of the Material within 40 days from the date of issuance of Sale Order due to any reason other than Force Majeure or reasons attributable to NPL, NPL may impose a penalty equivalent to 50% of the Contract Performance Security of the Buyer which may be invoked against any amount received from the Buyer.
- 18.3. In case the Buyer fails to lift 100% quantity of the Material within 75 days from the date of issuance of Sale Order due to any reason other than Force Majeure or reasons attributable to NPL, NPL may impose a penalty equivalent to 100% of the Contract Performance Security of the Buyer which may be invoked against any amount received from the Buyer.
- 18.4. Invocation of Contract Performance Security (partial or full) shall in no way relieve the Buyer from completing the works and discharging all its other obligations under the Sale Order.

19. Taxes & Duties

The Buyer shall pay all taxes and duties existing as on date of issue of invoice, including IGST/ SGST/ CGST & TCS for the time being in force and at the rates as may applicable, on the Basic Price, in advance to NPL. The present rate of GST applicable on Materials is 18%.

20. Procedures and compliance of SOPs:

- 20.1 The Material shall be lifted after realization of advance amount including all taxes & duties and TCS equivalent to the amount of Material by NPL.
- 20.2 Submission of advance amount in no way authorizes the Buyer to lift the Material from NPL Site. NPL's decision regarding lifting of Material by the Buyer shall be final and binding on the Buyer.
- 20.3 Gate entry of the empty vehicles inside NPL Site shall be allowed from 9:15 AM. The Buyer is advised to bring the vehicles well in advance to complete the paperwork and ensure timely gate entry of vehicles.
- 20.4 The Material shall be lifted from NPL Site between 10:00 AM to 3:00 PM (excluding Sunday & Holidays).
- 20.5 All the Material referred to by NPL shall be lifted by the Buyer in total and any partial lifting shall not be allowed. In case of partial lifting, NPL shall have the right to terminate the Contract/SO with immediate effect and/or to forfeit the CPS of the Buyer without any financial implication on NPL.
- 20.6 All cutting, loading, transportation & collection of Material shall be done by the Buyer at its own cost and resources.

- 20.7 The Buyer shall submit the details of the vehicle along with vehicle number to NPL's Engineer In-Charge (EIC) one day in advance of deployment at NPL Site.
- 20.8 The Buyer will follow the Transport Manifest System as per Applicable Laws.
- 20.9 The Buyer shall follow all SOP's of NPL during the execution of the Contract.
- 20.10 The weigh bridge slip will be accepted by NPL till 4 p.m. only. It shall be the responsibility of the Buyer to weigh the empty vehicle at NPL weigh bridge and produce the necessary weigh bridge slip, so that the weight of the empty vehicle is deducted from the loaded vehicle. Buyer shall weigh the empty vehicle and loaded vehicle at NPL weigh bridge before 4 p.m., in order to facilitate NPL to complete the transaction during working hours. The Material should be loaded in vehicle before 3 p.m. on any working day, within the stipulated delivery days/period.
- 20.11 Under no circumstances the vehicle deployed by the Buyer for lifting of Material shall stay back at NPL Site during night-time.
- 20.12 The outgoing vehicles shall be subject to inspection, if it is suspected at any time that the Buyer has loaded the scrap/Material for which he is not entitled, NPL security staff may get the vehicle unloaded and if the Buyer is found carrying excess Material than mentioned in the despatch documents, NPL shall have the right to detain that vehicle, unload the goods at the cost of the Buyer and terminate the Contract and forfeit the sale value/CPS.
- 20.13 The Buyer shall lift the materials as per the directions of NPL Engineer In-Charge and any selective lifting is not allowed.
- 20.14 The Buyer shall do the reeling of the loosed scrap conveyor belts, at its own cost, before lifting of the same from NPL Site.
- 20.15 No idle charges, whatsoever, shall be paid by NPL.

21. Damage to Plant and Property: The Prospective Buyer/Buyer shall be responsible for any loss or damage caused to the Plant and property of NPL and shall be liable for replacement, repair and making good the same, whether caused by any act of omission and commission of the Prospective Buyer/Buyer or his subcontractor, labour, agent, representative or his subcontractor's labour, whether carried out deliberately or negligently, This may also attract severe penalties as decided by NPL on case to case basis.

22. Confidentiality

The Receiving Party, its directors, employees and its representatives shall hold Confidential Information in confidence and take all reasonable steps to preserve the confidential and proprietary nature of the Confidential Information, including, without limitation:

- i) refraining from disclosing Confidential Information to persons within its organization not having a reason to know, and all persons outside such organizations unless they have a reason to know and are bound by fiduciary duties of confidentiality to the receiving party, and;
- ii) advising all its directors, employees and its representatives that have access to Confidential Information of its confidential and proprietary nature.

The obligations also apply to the fact of the existence of Confidential Information, of this SO, and the occurrence of all meetings and communications of the parties that involve Confidential Information and shall survive for after the expiry / termination of this SO.

The confidentiality obligations will not apply with respect to such information, which can be demonstrated by the Receiving Party:

- a) that was already in the public domain through no breach of this SO;
- b) that was already in the possession of the receiving party;
- c) that was lawfully received by the receiving party, without any restrictions from a third party, who has a legal right to disclose the Confidential Information (who acquired it lawfully from the disclosing party without any obligation to maintain confidentiality);
- d) that was disclosed with the prior written authorization of the disclosing party; and
- e) that was independently developed by the receiving party.
- f) which the receiving party is obligated to disclose under law or by the order of a competent Court, Government or any other regulatory authority, so long as the receiving party provide the other with timely prior written notice of such requirement and provide all reasonable co-operation in regard to taking protective action against such disclosure requirement.

23. Indemnity: The Buyer hereby accepts full responsibility and indemnifies NPL, its directors, employees, agents, successors and assigns and shall hold them harmless from all acts of omission and commission on the part of the Buyer, his agent, his subcontractor and employees in execution of the Sales Order and compliance of Applicable Laws. The Buyer also agrees to defend and hereby undertakes to indemnify NPL and shall 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 under the Sales Order.

24. Communication: All correspondences pertaining to this document or Sales Order shall be to the attention of

Head Procurement
Nabha Power Limited
PO Box No 28, Near Village Nalash
Rajpura, Distt. Patiala, Punjab

25. Language: Contract language shall be English only.

26. Statutory Compliance: The Buyer shall be responsible to comply with all the necessary statutory compliances including but not limited to Provident fund, Workman compensation policy, Labour and Environment laws etc. as applicable under the Applicable Laws. The Buyer shall also be responsible to comply with the anti-corruption laws for the time being in force. The Buyer shall obtain and keep in force all Applicable Permits required under Applicable Laws related to its business and comply with the terms and conditions thereof.

27. Representations and Warranties: The Buyer represents and warrants that it has all Applicable Permits under Applicable Laws to complete the sale of the Material and perform the related activities mentioned herein and has the capacity and wherewithal to perform its obligations under the Contract, including the capacity and permissions for the quantity of Material to be purchased and lifted under the Contract.

28. Termination of Contract for Buyers event of default:

28.1. NPL reserves the right to terminate the Contract with immediate effect, without any financial implication on NPL, if

- 28.1.1. The Buyer's performance is found to be not as per the Good Industry Standards and/or non-compliance of the procedures and SOP's. If the Buyer is adjudged a bankrupt or an insolvent, or has a receiving order issued against it, makes a general assignment for the benefit of its creditors, or, if the Buyer is a corporation and a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Buyer takes or suffers any other analogous action in consequence of debt; or if the Buyer assigns, sublets or transfers the Contract or any right or interest therein without obtaining prior written consent of NPL.
- 28.1.2. The Buyer, in the judgment of NPL has engaged in Corrupt Practices or Fraudulent Practices in competing for or in executing the Contract. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of any of NPL's personnel or representative (s) in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of NPL, and includes collusive practice among Prospective Buyer/ Buyers (prior to or after Contract submission) designed to establish Contract prices at artificial non-competitive levels and to deprive NPL of the benefits of free and open competition.
- 28.1.3. Disregards or violates any Applicable Laws.
- 28.1.4. Delay in executing the Contract resulted in reaching cap of Penalty due under the terms of the Contract.
- 28.1.5. Commits a breach of the Contract.
- 28.1.6. Abandons, ceases its performance of the work or repudiates the Contract.
- 28.1.7. Persistently fails to timely correct defects and deficiencies in accordance with the terms of the Contract.
- 28.1.8. Fails to pay NPL any amount due and not disputed by the date required for such payment.
- 28.1.9. Fails in co-ordination with other Buyers working in the same or adjacent projects
- 28.1.10. Fails to comply with statutory requirements.

In the event of a Buyers event of default, NPL shall, in addition to its right to terminate the Contract, have the right to immediately encash the CPS of the Buyer without prejudice to the other legal remedies available to NPL.

29. Termination for convenience: Either Party can terminate the contract with a notice period of 30 days without any financial implication. In case of such termination, NPL shall not be responsible for any payment whatsoever, except for the refund of payment that has been made by the Buyer and lifting of Material shall not be allowed by NPL, due to termination of the Contract.

30. Quality, Environment, Health & safety

30.1. **Health and Safety:** The Buyer shall comply with the following:

- 30.1.1. The Buyer is required to take adequate steps to ensure the safety of his workers or staff employed by him or his sub-contractors and shall abide by the safety precautions and instructions enforced concerning safety to the plant and personnel at NPL site.
- 30.1.2. All employees/representatives/workers of the Buyer shall be given adequate safety training before they are asked to work at NPL site. A certificate duly

signed and stamped by safety department will be handed over to NPL's representative,

- 30.1.3. The Buyer shall provide all safety equipment and PPEs to all its workmen working at NPL Site, as per the type of work and safety guidelines of NPL. In case the Buyer fails to provide necessary personal protective equipment to the workers and tools tackles etc. confirming the rules in force and for safe execution of the work, the same shall be provided by NPL's Engineer In-Charge at the costs and expenses of the Buyer.
- 30.1.4. The Buyer shall ensure that all safety and health related compliances are followed at NPL site.
- 30.1.5. NPL's site in-charge, safety in-charge, HR & Admin representatives are authorized to check for any safety violation and will recommend suitable deductions/ action against the Buyer for not complying with safety instructions and the Buyer shall take immediate action as directed.
- 30.1.6. The Buyer shall take all necessary safety precaution for the workers working inside the plant premises and shall be responsible for any first aid/emergency treatment and any subsequent treatment for his employee/workmen engaged by him. The Buyer shall have workmen compensation policy for all his workmen. The Buyer shall abide by all fire, safety and environment policies and statutes of NPL.
- 30.1.7. The Buyer is required to take adequate steps to ensure the safety for his workers or staff employed by him or his sub-contractor and shall abide by the safety precautions and instructions enforced concerning safety to the plant and personnel at NPL site. In case the Buyer fails to provide necessary personal protective equipment to the workers and tools tackles etc. confirming the rules in force and for safe execution of work, the same shall be provided by the NPL's Engineer in charge on the expenses of the Buyer.

30.2. Quality & Environment: The Buyer shall comply with the following:

- 30.2.1. The standards of the quality to be followed as per standard/mutually agreed field quality and material quality assurance plan.
- 30.2.2. The Buyer shall make all good efforts to ensure that there shall be no adverse impact on environment within and surrounding NPL by the activities being carried out under the works of the Sales Order.
- 30.2.3. The Buyer shall ensure that disposal of all types of waste to be done as per the procedures laid down by NPL and PPCB, whichever is more stringent and in case there is no reference then the same shall be disposed as per the standard practices being followed in the industry of similar type and size.

30.3. The Buyer shall abide by NPL's safety manual (as attached as per Annexure-II) and provide a declaration, accepting the same.

31. Sub-contracting of work: The Buyer shall comply with the following:

- 31.1. The Buyer shall not sublet any work or activity to be carried out by him to any other agency without prior written approval from NPL.
- 31.2. If permission is granted, a similar agreement shall be signed with the sub-Buyer, who shall comply with the above guidelines.

32. Dispute Resolution and Arbitration:

- 32.1. Any dispute, controversy or claims arising out of or relating to the Sales Order or any breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996.
- 32.2. The arbitration tribunal shall comprise of three arbitrators. Both the parties shall appoint one arbitrator each and the two chosen arbitrators shall appoint the third arbitrator, who will act as the presiding arbitrator.
- 32.3. The place of arbitration shall be Chandigarh and any award made whether interim or final, shall be deemed for all purposes between the Parties to be made, at Chandigarh.
- 32.4. The arbitration proceedings shall be conducted in English and the award shall be rendered in English. The procedural law of the arbitration shall be Indian law. The award of the arbitrators shall be final, conclusive and binding upon the Parties.
- 32.5. Each Party shall bear the expenses of the arbitrator appointed by it, and all the other expenses shall be shared by the Parties equally. Arbitral Tribunal shall be entitled to award costs.

33. Force Majeure:

- 33.1. Force Majeure shall mean any event or circumstance or combination of events and circumstances, including those stated below, that wholly or partly prevents or unavoidably delays a Party in the performance of its obligations under the Contract, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected party and could not have been avoided if the affected Party had taken reasonable care or complied with Good Industry Standards:
 - 33.1.1. natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics, storm & lightning substantially affecting the work;
 - 33.1.2. acts of any Government, including but not limited to war, declared or undeclared, and order of quarantines, embargoes, lock-down etc issued under Applicable Laws;
 - 33.1.3. accidents such as fire and explosions;
 - 33.1.4. strikes or industrial disputes (which are not limited to or affecting a Party or its sub-vendor) and sabotage;
 - 33.1.5. riots, civil commotion, insurrection, act of terrorism, belligerence, hostilities, revolution.
- 33.2. No Party shall be in breach of its obligations pursuant to the Contract to the extent, that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure event. Provided the Party shall within fifteen (15) days from the occurrence of such a cause notify the other by a Written Notice disclosing full particulars of the event of Force Majeure, its effect on the Party claiming relief and the remedial measures proposed and undertaken.
- 33.3. If Force Majeure applies at any time prior to the scheduled completion period, the Parties shall meet to discuss a revised schedule for the completion of the Contract.
- 33.4. To the extent not prevented by a Force Majeure event, the Party shall continue to perform its obligations pursuant to the Contract. The affected Party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.
- 33.5. Either Party claiming Force Majeure to avoid any obligation under the Contract shall prove the existence of the same.

34. Governing Law and Jurisdiction: The Contract shall be governed by and be construed in accordance with the Laws of India as applicable to the state of Punjab. For the purpose of enforcing legal rights/ remedies in respect of the Sales Order, the courts at Chandigarh

shall have exclusive jurisdiction.

35. Passing of Title: NPL shall deliver the Material at NPL Site on as is where is basis and any processing job like sorting, cutting, crushing, breaking etc. in order to reduce the size and weight of the Material shall be carried out by the Buyer for its convenience for ease of handling/loading/unloading the Material. Title of Material shall pass on to the Buyer when the Material is loaded in Buyer's vehicle and Title shall stand transferred on weighment of the loaded vehicle.

36. Waiver: Any failure of NPL to insist in any one or more instances upon strict performance of the Contract/Sales Order 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/Sales Order) shall be deemed to be a waiver of such rights unless expressly made in writing by the Party waiving its rights.

37. 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.

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

39. Enclosures:

- 39.1. Annexure-I: Price Bid Format
- 39.2. Annexure-II: Contractor Safety Manual
- 39.3. Annexure-III: Gate Pass Formats and Formalities

Annexure-I: Price Bid
(On Letter Head of Buyer)

To,

Head Procurement
Nabha Power Limited
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.

Dear Sir,

Sub: Sale of Materials by NPL

Having examined the Bid Document No. including its revisions/ amendments/ addenda/ corrigenda and clarifications, the receipt of which is hereby acknowledged, we the undersigned, hereby submit our Offer in full conformity with the provisions of the Bid Document, exclusive of all taxes and duties as follows:

Sl. No.	Scrap & Surplus Materials	UOM	Estimated QTY	Rate (INR/UOM)	Remarks
1	ESP Trafo (Including 1 No. dismantle Transformer) a) TR set body(Iron)= 479 kg b) Copper=150 kg c) Core(CRGO)=232 kg	Nos	34		Kindly submit the price bid on E-Portal
2	Ash Utilizations Panel	Nos	4		Kindly submit the price bid on E-Portal
3	Steel M.S.(including pipes, reinforcement bars, small pieces of steel items)	Kg	5,00,000		Kindly submit the price bid on E-Portal
4	Stainless Steel (SS) (Fire Hose End Connection)	Kg	750		Kindly submit the price bid on E-Portal
5	High Chrome Steel	Kg	37,000		Kindly submit the price bid on E-Portal
6	Nodular Cast Iron	Kg	1,05,000		Kindly submit the price bid on E-Portal
7	Chromium Nickel Steel (Coal Nozzle & Splitter plates)	Kg	2,000		Kindly submit the price bid on E-Portal
8	High Chromium Nickel Alloy Steel (Auxiliary Nozzle)	Kg	60		Kindly submit the price bid on E-Portal
9	Brass	Kg	800		Kindly submit the price bid on E-Portal

10	Manganese Steel	Kg	20,000		Kindly submit the price bid on E-Portal
11	Metal chips in workshop (MS/SS)	Kg	3,500		Kindly submit the price bid on E-Portal
12	Non Metal chips in Workshop (PVC/PTFE)	Kg	200		Kindly submit the price bid on E-Portal
13	VALVE,GLOBE, DN25, CL800, MOC-A105	EA	15		Kindly submit the price bid on E-Portal
14	50 NB MANUAL GATE VALVE FLANGE END	EA	15		Kindly submit the price bid on E-Portal
15	Wood	Kg	10,000		Kindly submit the price bid on E-Portal
16	GI Cable tray	Kg	1,000		Kindly submit the price bid on E-Portal
17	Scrap Cable	Kg	5,000		Kindly submit the price bid on E-Portal
18	MS drum (210 L)	Nos	100		Kindly submit the price bid on E-Portal
19	Paint Drum (20 L)	Nos	100		Kindly submit the price bid on E-Portal
20	Misc Scrap	Kg	2,000		Kindly submit the price bid on E-Portal
21	Fire Extinguishers (MS material. Needs to be cut before disposal.)	Kg	1,009		Kindly submit the price bid on E-Portal
22	Transformer 500 VA	EA	1		Kindly submit the price bid on E-Portal
23	Aluminium cladding	kg	500		Kindly submit the price bid on E-Portal
24	Cast Iron	kg	2,000		Kindly submit the price bid on E-Portal
25	Belt cut piece	kg	5,000		Kindly submit the price bid on E-Portal

26	MS BEND/PIPE WITH BASALT LINE	kg	2,000	Kindly submit the price bid on E-Portal
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Notes:

- (i) It is confirmed that we have thoroughly examined and understood the instructions, Scope of Work and the terms and conditions etc. covered in this Bid Document issued by NPL.
- (ii) It is confirmed that our Offer is consistent with all the requirements of response as stated in this Bid Document. The copy of Bid Document including all addendums/ amendments duly signed on each page is enclosed herewith.
- (iii) We agree to abide by this Offer as stipulated in this Bid Document and it will remain binding upon us and may be accepted by NPL at any time as per the validity period as mentioned in this Bid Document.
- (iv) We confirm that the Offer is unconditional and non-suggestive and that we have not taken any deviation to provisions of this Bid Document.
- (v) We hereby confirm our acceptance and compliance to all the provisions of this Bid Document. We declare that the work will be executed strictly in accordance with the requirement of this Bid Document, provisions and Good Industry Practice. We confirm that we have taken into account all taxes, duties and levies (GOI/State Govt/Bodies) applicable as on date. We also confirm to bear all taxes, duties, levies at actuals and at the rates as may be applicable on the date of invoice.
- (vi) We confirm that our quoted unit rates will remain firm during the validity as mentioned in this Bid Document and are not subjected to any variations for any reasons whatsoever.

Signature:

Name:

Designation: