

NABHA POWER LIMITED RAJPURA
2X700 MW THERMAL POWER PLANT

Annual Rate Contract – Sulphuric Acid (Technical grade as per IS: 266/1977)

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

Offers are invited from the manufacturers, dealers or suppliers who are ready to enter into Annual rate contract and supply as per the NPL schedule. Nabha Power Limited publishing requirement for " Annual Rate Contract- Sulphuric Acid as per IS: 266/1977, Technical grade"

Final date of submission of offer: June 22,2020 & Price validity: July 21,2020

Bill Breakup Unit (BBU) as below:

S.No.	Description	Qty	UOM	Rate (Rs)	Amount (Rs)
1.	SULPHURIC ACID AS PER IS:266/1977 Conc. As H2SO4 min 98% Residue on ignition <0.2%; Iron (as Fe) <0.05%; Lead (as Pb) <0.005%	355	Ton		
	Total				

Special Conditions of Contract (SCC)

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

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

1. Scope of Supply / Work: The scope of supply under this purchase order shall be the Supply of Sulphuric Acid as per IS 266/1977 mentioned in BBU for 2 x 700 MW Nabha Power Limited in strict compliance to the specification and terms & conditions stipulated in this Purchase Order (PO) and documents under References as mentioned at '1.0 References' above.
2. Price and Price Basis:
 - 2.1. Total Contract price indicated in BBU is on FOR NPL Site Basis, inclusive of charges for Engineering/Design, Manufacturing, Testing, specification, Packing and Documentation, Freight Charges and Transit Insurance charges etc.

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- 2.2. The prices shall remain firm and fixed throughout the completion of the order and shall not be subject to any escalation for any reason, whatsoever.
3. Taxes & Duties:
- 3.1. The PO Amount is inclusive of GST, duties and cess as applicable as on date of PO.
- 3.2. No other Taxes and duties will be paid by NPL.
4. Payment Terms:
- 4.1. 100% payment along with 100% taxes & duties shall be released within 45 (MSME)/60 days after the receipt & acceptance of materials at NPL Site and submission of following documents to NPL:
- 4.1.1. ORIGINAL COMMERCIAL INVOICE (MANUALLY SIGNED)
- 4.1.2. E-WAY BILL AS APPLICABLE
- 4.1.3. TEST CERTIFICATES
5. Delivery Period:
- 5.1. Time is the essence of the contract and timely completion of supplies shall be of utmost importance.
- 5.2. Material should be delivered till 30th June, 2021 on rate contract basis with 30-32 MT delivery on each month which should be within 4 days after confirmation received from user department.
- 5.3. Vendor should strictly adhere to the schedule. In case any delay is anticipated, the supplier shall notify NPL in writing immediately explaining the cause of delay and arrangement for recovering the delay.
6. Liquidated Damages (LD):
- 6.1. In case of any failure whatsoever towards timely delivery of the materials max allowed within 3 days from the instruction from user or buyer, the supplier shall be liable to pay to the owner liquidated damages, and not by way of penalty, an amount calculated at the rate of 0.5% of the Basic PO Amount for each week of delay or part thereof subject to a maximum of 5.0% of the Basic PO Amount.
- 6.2. Payment or deduction of liquidated damages shall in no way relieve the Vendor from completing the works and discharging all its other obligations under this PO.
- 6.3. NPL shall have the right to deduct the liquidated damages from any amount due or becoming due.
- 6.4. Date of Receipt & Acceptance of the materials at NPL Site will be the basis for calculation of liquidated damages. LD will be levied on the undelivered portion of the supplies.
- 6.5. The Vendor confirms that the LD Amount is a genuine pre-estimate of loss / damages and hereby agrees for the payment of the same.
7. Delivery Address: The materials to be delivered to:
Stores
Nabha Power Limited
PO Box No. 28, Near Village Nalash, Rajpura, Distt. Patiala, Punjab, PIN – 140401
8. Communication: All correspondences to this purchase order should addressed to:
Mr. _____

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Nabha Power Limited
PO Box No. 28, Near Village Nalash, Rajpura, Distt. Patiala, Punjab, PIN - 140401
Contact: +91-_____
Email: tender.npl@larsentoubro.com

9. 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
10. Under tolerance of 0.2% (weigh bridge tolerance) will be provided w.r.t. to weight of the tanker. The reading of NPL Weigh bridge shall be treated as final for payment.
11. Final Inspection of the materials shall be carried out at NPL Site. The material(s), if not found in strict compliance to the specifications as per BBU during inspection/testing will be rejected on sole discretion of NPL.
12. Definitions:
 - 12.1. NPL: Nabha Power Limited, Rajpura
 - 12.2. Vendor: _____
 - 12.3. Contract/Purchase Order - means this Purchase Order

General Conditions of Contract (GCC)

1. Statutory Compliance: The Vendor shall be responsible to comply with all the necessary statutory compliances including but not limited to Provident fund, Workman compensation policy, Labour Act etc. as applicable under the laws of India and the state of Punjab. The Contractor shall produce all the necessary documents on demand from NPL. The Contractor shall also be responsible to comply with the anti-corruption laws as prevalent at the time of executing this agreement. The Vendor 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 Vendor
2. Inter-changeability Certificate (if applicable): The Vendor will submit an Inter-changeability Certificate on vendor letterhead stating that the material quoted / supplied are interchangeable with the items existing at NPL and if fails to interchange, the same shall be replaced free of cost.
3. Pre-despatch Inspection (if applicable): Items should be dispatched from Vendor works only after the issue of MDCC (Material Despatch Clearance Certificate) by NPL. Pre-despatch inspection shall be carried out as per QAP (Quality Assurance Plan) / Checklist given by NPL at Vendor works. The QAP will be submitted by the Vendor within 10 days from the date of Order Acceptance. However, the final inspection of the materials will be carried out at NPL Site. Without restricting the generality of the provisions of conditions set forth herein, it is understood and agreed that Vendor has sole responsibility for the quality of the Work / Services as per the specifications of the Contract / Purchase Order.

NABHA POWER LIMITED RAJPURA
2X700 MW THERMAL POWER PLANT

Annual Rate Contract – Sulphuric Acid (Technical grade as per IS: 266/1977)

4. Change in taxes, cess, levies charges:
 - 4.1. Increase in GST, cess, levies over and above the rates payable to the Vendor, whether arising out of statutory changes or otherwise shall be borne by the NPL.
 - 4.2. If there is any increase in GST, duties, taxes, cess due to misclassification of the product by the Vendor, the same will be borne by the vendor even within the contractual delivery date.
 - 4.3. Similarly, if the Vendor had failed to declare any taxes, duties, cess which was prevailing at the time of submitting the offer and the Vendor realizes his mistake after placement of order on them, these non-declared taxes, duties and levies will be to the Vendor's account within and beyond the contractual delivery date.
 - 4.4. 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.
 - 4.5. In case of introduction of any new tax and/or duties by the statutory bodies, same will be paid by NPL as applicable from the date of implication.
 - 4.6. In case of reduction in the rate of existing tax and/or duties, the Vendor shall pass on the benefit to NPL from the effective date of such reduction.

5. Cancellation of Order: NPL reserve the right to cancel the Order in part or in full by giving 2 weeks advance notice thereby if:
 - 5.1. The Vendor fails to comply with any item / clause of the Purchase Order
 - 5.2. The Vendor becomes bankrupt or goes into liquidation.
 - 5.3. The Vendor makes general assignment for the benefit of the creditors
 - 5.4. If the Vendor commits breach of the Purchase Order
 - 5.5. Any Receiver is appointed for the property owned by the Vendor

6. 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 Vendor of any breach shall be deemed to have been made unless expressed in writing and signed by NPL or Vendor as the case may be. No waiver of any terms or conditions shall be deemed a waiver of any such term or condition in the future unless such change, amendment modification or waiver shall be in writing and signed by the Parties.

7. Subletting and Assignment: The Vendor shall not sublet, 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 Vendor 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.

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2X700 MW THERMAL POWER PLANT

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8. Vendor's Liability: Vendor 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 Vendor, his agent, his subcontractor and employees in execution of the Purchase Order. The vendor 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.
9. Quality, Environment, Health & Safety:
 - 9.1. The Vendor 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.
 - 9.2. The Vendor 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.
 - 9.3. The Vendor confirms that the manufactured /supplied material shall meet the quality standards as set out by NPL/practices being followed in the industry.
 - 9.4. Vendor 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.
 - 9.5. Vendor also agrees to provide quality information such as inspection data, statistical process control information, test results, and failure analysis results or such other information as may be required pertaining to the work / service under the terms of the Purchase Order.
10. Sale Condition: With the vendor'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 Vendor at the price specified therein.
11. Removal of Rejected Goods and Replacement: If upon delivery, whether inspected and approved earlier or otherwise, the material / equipment is found not in conformity with the scope of supply as per BBU of the contract the same shall be rejected by NPL or its authorized representative and notification to this effect will be issued to the Vendor normally within 7-10 days from the date of receipt of material at the works / site / office. The Vendor shall arrange removal of rejected items within 15 days from the date of notification. In the event, Vendor fails to lift the materials within the said 15 days, NPL shall be at liberty to dispose of such rejected items in any manner as it may think fit. All expenses shall be recoverable from the Vendor.
12. Force Majeure:
 - 12.1. Force Majeure means any circumstances beyond the control of the Vendor, which substantially affect the performance of the Contract, such as but not limited to:
 - 12.1.1. natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics, storm & lightning substantially affecting Work;

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12.1.2. acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, nationalization, confiscation;

12.1.3. accidents such as fire and explosions;

12.1.4. strikes or industrial disputes (which are not limited to or affecting a Party or its sub-vendor) and sabotage.

12.1.5. riots, civil commotion, insurrection, act of terrorism, belligerence, hostilities, revolution. provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

12.2. The Vendor shall not be liable under the Contract for delays in performing his obligations resulting from any Force Majeure event falling within the scheduled completion period. The scheduled completion period shall be extended by a reasonable time.

12.3. 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.

12.4. The parties hereto shall consult with each other and take all reasonable steps to minimize the losses of either party resulting from Force Majeure. In case of strike or lockout, the Vendor shall, as soon as possible, give written notice thereof to the Purchaser or the Engineer, but the Contractor shall nevertheless constantly endeavour to prevent delay and shall do all that may reasonably be required to the satisfaction of the Owner or the Engineer to proceed with the Works.

12.5. Either Party claiming Force Majeure to avoid any obligation under the Contract shall prove the existence of the same to the satisfaction of the other Party, failing which no relief shall be given.

13. Law Governing the Contract: The Contract shall be governed by and be construed in accordance with the Laws of India as applicable to the state of Punjab.

14. Arbitration:

14.1. If any dispute or difference of any kind whatsoever shall arise between the Parties, arising out of, in relation to, or in connection with the Contract/ Purchase Order (including, in relation to the validity of the whole or any part of the Contract), whether during the progress of supply under the Purchase Order or after the completion thereof or whether before or after the termination, abandonment or breach of the Contract, the Parties will make their best endeavour to resolve the dispute or differences by mutual deliberation. If the Parties are unable to resolve the dispute through negotiation it shall be referred to arbitration as here in after provided.

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

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

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2X700 MW THERMAL POWER PLANT

Annual Rate Contract – Sulphuric Acid (Technical grade as per IS: 266/1977)

15. Jurisdiction: The court at Chandigarh, India shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.
16. Relationship: Vendor shall perform the terms and conditions of the contract as an independent Vendor. Nothing contained herein shall be constructed as creating any other relationship between the Parties hereto including, but not limited to, partnership, employer/employee, agency or joint venture. The relationship between Vendor and NPL during the term hereof shall be solely that of vendor and vendee. Vendor its agents, employees, representatives or affiliates shall under no circumstances be deemed as agents or representatives of NPL or its affiliates. Neither Vendor nor Vendor's permitted Sub-contractors nor the employees of any of them shall be deemed for any purpose to be employees of NPL.
17. 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.
18. 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.
19. Survival Obligations: Except as otherwise specifically provided herein, termination or expiry of the Contract for any reason shall not release any Party to the Contract from any obligations under the Contract, which shall have the tendency to survive though not expressly stated anywhere or which thereafter may accrue in respect of any act or omission prior to such termination / expiry nor shall any such termination / expiry hereof affect in any way the survival of any right, duty or obligation of any such Party, which is expressly stated elsewhere in the Contract or by necessary implication should operate to survive termination /expiry hereof including, without limitation the provisions relating to Confidentiality, Compliance with Laws, Representations and Warranties, Indemnification, Waiver, liquidated damages, Governing Law and Dispute Resolution.