



## ***Nabha Power Limited***

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

**Document No: NPL/PROC/2022-23/18**

Rev. 0 Dated: 13<sup>th</sup> March 2023



**BID DOCUMENT  
FOR  
SALE OF FLY ASH  
BY  
NABHA POWER LIMITED**

P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-1762-277251 Ext. 267  
Fax +91-1762-277256  
E-mail: [tender.npl@larsentoubro.com](mailto: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 no. 4 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 Fly Ash 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 details of Fly Ash available for sale (ii) the availability of local labour; (iii) types of machinery & tools required/available for lifting & loading of Fly Ash; 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 Fly Ash in some other manner or not at all.

Notice of such change shall be uploaded on NPL's website (<https://www.nabhpower.com/tenders/coal-procurement-tenders/>). 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 Fly Ash quantity available for sale.
- 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 Buyer, 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 Buyer(s) shall not issue or release any publicity in relation to, nor comment on, the Sale Order, the tender process without NPL's prior written consent to the relevant communication. In particular, Buyer(s) 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 Fly Ash 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. The Buyer shall use the Fly Ash procured under this Bid Document in compliance with the applicable MoEF & CC Notification for the time being in force. Any non-compliance shall result in immediate termination of the Sale Order in addition to other consequences resulting from such non-compliance.
- 1.27. The Buyer shall be responsible for purchase & transportation of Fly Ash from NPL Site in accordance with Good Industry Standards and Applicable Laws as may be amended from time to time. The loading of the Fly Ash shall be carried out at the place identified and designated by NPL. Buyer shall take complete safety and security measures ensuring that no loss or damage is caused to NPL and its property. The Buyer shall further ensure that the unloading, storage and disposal of the Fly Ash is done in an environmentally sound manner and in compliance with Applicable Laws.
- 1.28. The figures mentioned in the Illustrations given in the Bid Document are only for illustrative purposes. It has no binding on the Contract.

**2. Bid Schedule:** The schedule for sale of Fly Ash by NPL is as under:

<b>Date</b>	<b>Details</b>
13 <sup>th</sup> March 2023	Date of availability of Bid Document on NPL website
16 <sup>th</sup> March 2023	Last Date for receipt of all required physical documents for bid submission including DD or BG for EMD (or in case of RTGS, subject to realization of amount in NPL bank account) has to be on or before 17:00 Hrs, at NPL.
17 <sup>th</sup> March 2023	Opening Technical Bids at 10:00 Hrs

- 2.1. NPL reserves the right, in its sole discretion, to amend the above deadlines and events at any time.
- 2.2. Complete Bid Document along with supporting Annexures shall be submitted by the Prospective Buyer while submitting the Bid.

### **3. General Information**

**Nabha Power Limited (NPL)**, a wholly-owned subsidiary of L&T Power Development Limited has been successfully operating 2x700 MW Super Critical Thermal Power Plant at Rajpura, Punjab since 2014. 100% of the power produced by the NPL Power Plant is tied up with the Punjab State Power Corporation Limited ("PSPCL") under a long-term Power Purchase Agreement ("PPA"). Efficient and reliable power from NPL forms the backbone of powersupply to the state of Punjab.

NPL is amongst the best running power plants in the country having the performance parameters at par with the most efficient power plants around the globe. The coal handling plant of NPL has the state-of-the-art technology with crescent type wagon tippler supplied installed and commissioned by L&T Bulk Material Handling unit.

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.

NPL by virtue of being the lowest cost power producer in the state of Punjab remains on the top of merit order, this has resulted in the plant operating at high Plant Load Factor (PLF), which is amongst the best in the industry.

### **4. Definitions and Interpretations:**

**"Annexure"** shall mean any of the annexures, supplements or documents, appended to this document or Sale 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 respective rights and obligations of the Parties under the Contract.

**"Basic Price"** shall mean the price of Fly Ash excluding applicable taxes, duties & levies, which has been offered by the Prospective Buyer.

**"Bid Document"** shall mean this document including other documents such as Notice Inviting Tender (NIT), bid documents including all Annexures, addenda, corrigenda, clarifications 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(s)"** shall mean the Prospective Buyer whose Bid has been accepted by Nabha Power Limited and is issued the Contract/Sale Order for purchase of the Fly Ash 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 Sale Order, Final Price and the Bid Document including all addenda, corrigenda, amendments, clarifications.

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

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

**"End User(s)"** shall mean the Prospective Buyer engaged in self-utilization of the Fly Ash for one or more purposes mentioned in the clause A (2) of the MOEF&CC notification no. 5841 dated: 31<sup>st</sup> December 2021.

**"Fly Ash"** shall mean dry ash extracted from flue gases and collected through Electrostatic Precipitator (ESP).

**"Final Price"** shall mean the price offered by the Prospective Buyer for Fly Ash, excluding applicable taxes, duties & levies, which has been accepted by NPL as consideration for issuance of Sale Order.

**"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.

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

**"Metric Ton"** shall mean 1000 kg.

**"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 Person making the Bid in response to and as required by this Bid Document.

**"Qualified Buyers"** shall mean the Buyers short-listed based on the qualification requirements specified as per clause no. 10.1 in the Bid Document for further evaluation as per the Bid Document.

**"Sale 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 Fly Ash 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.

## **5. Abbreviations and Interpretations:**

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

- 5.1.1. ACQ – Annual Contracted Quantity
- 5.1.2. BG – Bank Guarantee
- 5.1.3. CPS – Contract Performance Security
- 5.1.4. EIC – Engineer In-Charge
- 5.1.5. EMD – Earnest Money Deposit
- 5.1.6. GoI – Government of India
- 5.1.7. GoP – Government of Punjab
- 5.1.8. MT – Metric Ton
- 5.1.9. MCQ – Monthly Contracted Quantity
- 5.1.10. MLP- Monthly Lifting Plan
- 5.1.11. NPL – Nabha Power Limited
- 5.1.12. POA – Power of Attorney
- 5.1.13. QCQ – Quarterly Contracted Quantity
- 5.1.14. SO – Sale Order
- 5.1.15. SPCB – State Pollution Control Board

### **5.2. Interpretations:**

- 5.2.1. 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.

- 5.2.2. 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.
- 5.2.3. 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.
- 5.2.4. 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;
- 5.2.5. 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;
- 5.2.6. 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;
- 5.2.7. 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;
- 5.2.8. 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;
- 5.2.9. "including" or "includes" shall be deemed to be qualified by a reference to "without limitation";
- 5.2.10. 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
- 5.2.11. 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.

## 6. Reserve Price:

6.1. The Reserve Price for sale of Fly Ash shall be:

6.1.1. For Non-Paddy Season (October-June): INR 550 per MT, and

6.1.2. For Paddy Season (July-September): INR 400 per MT

6.2. Reserve price is exclusive of taxes, duties, levies, statutory charges, and any other applicable charges.

## 7. Qualification Criteria:

	<b>Minimum Requirement for the Prospective Buyer(s)</b>	<b>Documents Required to be submitted</b>
Technical Qualification Requirements	<p>a) Having operational manufacturing facility for utilization of Fly Ash</p> <p style="text-align: center;">OR</p> <p>b) Having valid construction contract(s) specifying the use of Fly Ash.</p> <p style="text-align: center;">OR</p> <p>c) Experience of buying, unloading, transportation, storage and disposal of Fly Ash in eco-friendly manner</p>	<p>a) Self-certified copies of proof of running manufacturing plant along with plant specifications</p> <p>b) Self-certified copies of NOC from SPCB, layout plan, I, fly ash allotment letters/ orders issued by other thermal plants and undertaking as per Annexure-4</p> <p style="text-align: center;">OR</p> <p>c) Unpriced order copies or certificates issued by the agency awarding the contract and undertaking as per Annexure-4</p> <p style="text-align: center;">OR</p> <p>d) Performance certificate as per Annexure-5 issued by any thermal power plant(s) for the works executed or monthly/ quarterly/ annual bills clearly specifying the lifted quantity.</p>
Financial Qualification Requirements	<p>Annual average turnover of the Prospective Buyer in last three (3) financial years ending 31.03.2022 (i.e., FY 2019-20, FY 2020-21 and FY 2021-22) shall be equivalent to 100% value of the Intended Quantity</p>	<p>Audited balance sheet and profit &amp; loss account statement or Turnover Certificate certified by Chartered Accountant for FY 2019-20, FY 2020-21 and FY 2021-22.</p> <p style="text-align: center;">OR</p> <p>ITR statement of the proprietor (in case of new unit)</p> <p style="text-align: center;">OR</p> <p>Partnership deed mentioning the amount of capital invested (in case of new unit)</p> <p style="text-align: center;">OR</p> <p>Audited balance sheet and profit &amp; loss account statement or Turnover Certificate certified by Chartered Accountant for FY 2021-22 (in case of new unit)</p>

**Notes:**

1. Bidding through a Consortium is not permitted.
2. Both technical & financial parameters shall form part of the total qualification requirement.
3. The Buyers who are already registered with NPL and Fly Ash allocation letter/ sale order has been issued to them for FY 2022-23 are deemed qualified against this tender. However, they are required to submit all the requisite documents for information to NPL along with the EMD.

**8. Preparation for Bid:**

- 8.1. Preparation of Bid: The Bid proposal shall comprise of two stages – Stage1 and Stage2.

<b>Sl. No.</b>	<b>Stage</b>	<b>Documents to be submitted</b>	<b>Mode of Submission</b>
01	1	<ol style="list-style-type: none"><li>i. Earnest Money Deposit (EMD) in form of Demand Draft in favour of NPL (original) or through RTGS.</li><li>ii. Power of Attorney, if applicable, in favour of Authorized Signatory as per format in Annexure-1 (notarised copy).</li><li>iii. Undertaking as per Annexure-4</li></ol>	Physical and through email
02	1	<ol style="list-style-type: none"><li>i. Documents mentioned for technical qualifications mentioned in clause no. 7.</li><li>ii. Signed and stamped copy of latest Bid Document including all Annexures, addenda, corrigenda, amendments and clarifications.</li><li>iii. Audited Balance sheet and profit &amp; loss account statement or Turnover Certificate or ITR certified by Chartered Accountant for FY 2019-20, FY 2020-21 and FY 2021-22 (as applicable).</li><li>iv. PAN Card</li><li>v. Certificate of Incorporation / Partnership Deed or PAN Card as applicable</li><li>vi. GST Registration</li><li>vii. Memorandum of Association (MoA), Article of Association (AoA), if applicable.</li><li>viii. Board Resolution/Resolution passed by Partnership firm</li></ol>	Through email
03	2	Submission of Price Bid as per Annexure-2 of the Bid Document	Physical

**Notes:**

(a) Power of Attorney to be submitted in case the participation is through Authorised Signatory/ Person.

(b) MoA, AoA and Board Resolution to be submitted by companies.

8.2. 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/ Addenda/ Corrigenda/ Clarifications shall be rejected.

**9. Submission of Bid:**

9.1. The Prospective Buyers shall submit their Technical and Price Bid in separate sealed envelopes. The technical envelope comprises of- (a) Original Power of Attorney, (b) EMD by way of Demand Draft or RTGS and (c) Undertaking as per Annexure-4. The documents shall reach the following address on or before the date and time mentioned in Bid Schedule:

Head Procurement  
Nabha Power Limited  
PO Box No. 28, Near Village Nalash,  
Rajpura, Punjab-140401, India.  
E-mail: [tender.npl@larsentoubro.com](mailto:tender.npl@larsentoubro.com)

9.2. The Prospective Buyer shall submit the documents mentioned above by registered post, speed post, courier or by hand delivery, the documents submitted through any other mode e.g., Telex, telegram, fax, e-mail, etc. shall not be considered under any circumstances. The documents must reach NPL at the specified address on or before the specified date & time. Document received after the specified date & time mentioned shall be rejected.

9.3. The Prospective Buyers, in their own interest are advised not to wait till the last moment, to submit their Bid(s). NPL shall not be responsible for any delay in receipt of the Bid for any reason whatsoever including delay in transit by registered post, speed post, courier or delay by hand delivery etc. 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. The Prospective Buyer(s) is expected to examine all instructions, forms, terms and conditions, specifications, provided in this Document. Bids which fail to furnish complete information required as per the Bid Document in every respect, shall not be entertained and liable to be rejected.

## 10. Bid Opening and Evaluation Methodology:

### 10.1. 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 EMD is in favour of Nabha Power Limited and is of required amount?			
2.	Whether the POA, in case applicable, is as per specified format and submitted along with Board Resolution			
3.	Whether the latest copy of Bid Document including all addenda/ corrigenda/ amendments/ clarifications has been signed and sealed on all pages			
4.	(a) Self-certified true copies of the Sale Order(s). (b) Performance certificate as per Annexure-5 issued by any thermal power plant(s) for the works executed or monthly/ quarterly/ annual bills clearly specifying the lifted quantity			
5.	Whether the undertaking as per Annexure-4 is submitted as per the format, is on Stamp paper of Rs 500 (from state of Punjab) and is notarized?			
6.	Audited balance sheet and profit & loss account statement or Turnover Certificate certified by Chartered Accountant for FY 2019-20, FY 2020-21 and FY 2021-22. OR ITR statement of the proprietor or partners (in case of new unit) (As applicable)			
7.	Whether the Prospective Buyer has taken any deviations from the Bid Document			
8.	Copy of GST Registration			
9.	Copy of Incorporation certificate / Partnership Deed or PAN Card (as applicable)			
10.	Copy of PAN Card			
11.	Memorandum of Association (MoA), Article of Association (AoA), if applicable.			

Bidders meeting 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") and POA (if applicable) shall be rejected. NPL may at its discretion accept any non-material/ minor deviations.

**Note:** If at any stage, before or after issuance of Sale Order, it is found that the documents produced by the Prospective Buyer/ Buyer were false, misleading or any misrepresentation was made, the defaulting Prospective Buyer / Buyer shall be debarred from participating for similar sale tenders by NPL for next 1 year.

## 10.2. **Stage-2: Close Bidding:**

After techno-commercial evaluation as per Stage-1, NPL will proceed for opening of Close Bid of those who are assessed as Qualified Buyers.

The Intended Quantity shall be the maximum quantity of Fly Ash for which the Prospective Buyer can Bid.

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

## 11. **Price and Evaluation of the Price Bid**

11.1. The Price Bids shall be evaluated based on the highest Basic Price, excluding taxes, duties & levies, in Rs/MT. NPL reserves the right to issue SO to more than one Buyer to sell the tendered quantity.

11.2. The Buyer shall bear the taxes, duties & levies for the time being in force and at the rates as may be applicable on the date of invoice.

11.3. In case the Intended Quantity offered by Prospective Buyer in Price Bid is more than the quantity for which EMD amount is submitted, NPL at its sole discretion may reject its Bid and may take other actions as per the provisions of this Bid Document.

## 12. **Negotiations and Award of Contract**

NPL reserves the right to go ahead with forward e-auction or negotiate or both, with the Qualified Buyers after conclusion of the Price Bid opening process.

Notwithstanding any other provision of this Bid Document, the Contract shall come into existence on the issuance of the Sale Order by NPL to the Buyer.

## 13. **Earnest Money Deposit**

13.1 All the Prospective Buyers shall be required to submit in advance non-interest bearing Earnest Money Deposit (EMD) for an amount equivalent to 5% of the Reserve Price for the Intended Quantity (the quantity the Prospective Bidder intends to purchase) in terms of Reserve Price by way of a Demand Draft (DD) in favour of Nabha Power Limited payable at Rajpura/Chandigarh or through RTGS (subject to realization of amount in bank account mentioned below).

### ***Illustration:***

For 12,000 MT of annual intended quantity, EMD shall be:

= INR 12,000 x [{"(550 x 0.75) + (400 x 0.25)} x 0.05]

= INR 12,000 x 25.625

= INR 3,07,500 (Rupees Three Lakh Seven Thousand and Five Hundred only).

The bank account details are as follows:

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

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

On award of Sale Order to Buyer(s)	Unsuccessful or Disqualified Prospective Buyers
Within 30 days after receipt of CPS	On or before 30 <sup>th</sup> April 2023

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

13.3.1 the Prospective Buyer/Buyer withdraws his Bid during the validity period of the Bid.

13.3.2 the Prospective Buyer/Buyer, after submission withdraws or modifies the Bid.

13.3.3 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.

13.3.4 If the Buyer fails to submit the CPS within 15 days from the date of issuance of Sale Order

**Important Note:** In case Buyer has taken any deviation from the Bid Document, which may be discovered/ revealed during tender process or during the validity of the Sale Order, EMD or CPS may be encashed and/or 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 Buyer from current and future participation.

#### 14. Contract Performance Security (CPS)

14.1. The Buyer shall submit CPS equivalent to 5% of the Final Price of the Sale Order (exclusive of taxes, duties & levies) by way of Demand Draft or RTGS or in the form of Contract Performance Bank Guarantee (CPBG) as per the attached Annexure-3 of the Bid Document.

The CPS shall be submitted within 15 days from the date of issue of SO.

#### Illustration:

Where, the awarded ACQ is 24,000 MT

a) Price for Non-Paddy season: INR 700/MT

b) Price for Paddy season: INR 500/MT

The CPS amount will be = INR 24,000 x [(700 x 0.75) + (500 x 0.25)] x 0.05]

= INR 24,000 x 32.5  
= INR 7,80,000 (Rupees Seven Lakh and Eighty Thousand only).

14.2. The CPS shall be released as follows:

14.2.1. 40% of the CPS amount shall be reduced after Successful Execution of six months contract period.

14.2.2. 70% of the CPS amount shall be released within 1 month after the settlement of final Invoice issued by NPL, after deducting any amount due to NPL from the Buyer.

“Successful Execution”: means that the Buyer(s) has lifted the 100% quantity as per the monthly schedules and no Liquidated Damages are levied or leviable on the Buyer(s) on account of short lifting and supplies are not suspended in terms of clause no. 22 and 23, respectively.

14.3. No interest shall be payable to the Buyer on the amount of CPS.

14.4. The Buyer shall maintain CPS (as applicable under clause 14.2) throughout the tenure of the Sale Order as a security for satisfactory performance. NPL may invoke the CPS either in full or in parts as the case may be if NPL found the performance to be unsatisfactory. 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 take appropriate action including but not limited to hold further sales, terminate the Sale Order, invocation of 100% of the CPS etc.

14.5. The CPS shall be valid as per validity table in clause no. 15.

## 15. Bid currency and validity:

The Buyer shall quote the prices in Indian Rupees (INR).

Document	Value	Validity
Earnest Money Deposit (EMD)	5% of the Reserve Price of the intended bid quantity, exclusive of taxes, duties & levies (as applicable)	30 <sup>th</sup> April 2023
Final Price for acceptance	N/A	30 <sup>th</sup> April 2023
Contract Performance Security	5% of the Sale Order amount, exclusive of taxes, duties & levies (as applicable)	31 <sup>st</sup> March 2024 + 3 months claim period

EMD will be refunded as per table mentioned in clause 13.2.

## 16. Period of Contract

The Sale Order shall be valid for twelve (12) months (from 1<sup>st</sup> April 2023 to 31<sup>st</sup> March 2024).

## 17. Estimated quantity and submission of advance amount:

The estimated quantity of Fly Ash is 2,00,000 MT. The quantity may vary while actual execution of sale. Further, NPL may decide not to sell 100% estimated quantity. NPL's decision in this regard shall be final and binding on the Buyer(s).

The minimum annual quantity for bidding shall be 2,400 MT. ACQ of SO will be equally distributed in 12 months which will be MCQ.

Bids below the minimum annual quantity and above the Intended Quantity shall be treated as non-responsive bids.

### Notes:

- a) There is no minimum commitment for supply of fly ash as the availability of fly ash is dependent on operation of the thermal plant. Thus, in case thermal plant is not in operation due to any reason whatsoever, the fly ash quantity may be reduced to zero or any other number as NPL in its sole discretion decides.
- b) The Buyer shall collect and transport MCQ on continuous basis to ensure that non evacuation does not become constraint for NPL.
- c) NPL shall provide the Monthly Lifting Plan (MLP) by 25<sup>th</sup> of preceding month. NPL will make best efforts to provide the allocated quantity, however in case of lower Fly Ash generation due to unplanned/ forced outages or for any other reason, intimation will be given to the Buyer and revised monthly plan(s) will be provided.
- d) Fly Ash quantity (including quantity above MCQ/MLP, if any) will be provided as per availability and at the sole discretion of NPL.
- e) NPL shall not be liable for any claims for shortage in supply of Fly Ash.
- f) NPL may consider supply of additional quantity (over & above the ACQ) subject to availability and at the discretion of NPL on a minimum 20% escalation on Final Price for any additional allocation. Separate Sale Order shall be issued against the additional quantity, if any.

Buyer shall make the payment inclusive of taxes, duties & levies through RTGS (subject to realization of amount in undermentioned bank account). The bank account details are as follows:

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

Note: Buyers are requested to confirm the remittance of advance amount to NPL. NPL will not be responsible for any wrong/failed transaction.

## **18. Quantity Determination:**

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 and a copy of the same shall be provided to the Buyer, in case of demand.

The weighment shall be done at NPL weigh bridge (both tare and gross weight) and the weight so measured shall be final and binding upon both the Parties. No objection/ claims shall be entertained with respect to weighment.

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

The bulker shall be allowed to exit the NPL Site on issuance of invoice.

## **19. Scope of Work:**

### **19.1. Transportation of Fly Ash from NPL Plant:**

Buyers shall make their own arrangements for transportation of the Fly Ash from NPL Plant & shall ensure zero spillage during transportation. Buyer shall be responsible for ensuring zero leakages/ emissions from loaded bulkers & shall take corrective action on an immediate basis in case of any leakages/ emission. The Buyer shall transport the Fly Ash in environment friendly manner and in compliance with Applicable Laws.

Buyer, its agents, drivers, operators etc. shall comply with the instructions issued by NPL from time to time. No bulker shall be allowed to ply within the plant premises, except within the designated routes defined by NPL. Any violation shall be viewed strictly, and appropriate action may be taken.

The bulkers shall be placed at the designated place near Delivery Point.

Bulkers arranged for transportation of Fly Ash shall be inspected periodically & unfit bulkers (as per NPL vehicle safety guidelines) shall be banned from entry in to NPL. Buyer shall deploy maximum one authorized representatives in each shift to ensure compliance to Applicable Laws and guidelines issued by NPL from time to time. Operators/ drivers engaged for transportation shall follow NPL safety guidelines. Buyer shall make arrangements to control fugitive dust emissions during transportation of Fly Ash. In case of any spillage enroute during transportation of Fly Ash, the Buyer shall ensure that spilled Fly Ash is collected and transported to the disposal/usage site immediately at his own cost.

The speed limit of the bulkers inside NPL Plant premises should be strictly followed as per NPL guidelines. Bulkers shall be allowed to enter NPL premises only after registration at the gate and after security check. One dedicated authorized representative of the Buyer should be deployed at loading points to instruct the movement of bulkers during loading. Housekeeping shall be done by the Buyer in case of spillage of Fly Ash inside NPL Plant.

Delivery Point: Delivery point shall mean designated Fly Ash Silo.

Mode of transportation: By Road

Only closed bulkers not exceeding capacity of 70 MT are allowed for transportation of Fly Ash.

## 19.2. Unloading, storage and disposal of Fly Ash:

The Buyer shall make their own arrangements and shall ensure that the unloading, storage and disposal of Fly Ash shall be done in an environmentally friendly manner and in compliance with Applicable Laws.

The utilization of Fly Ash in low lying areas shall only be carried out with SPCB approval. The Buyer shall submit the SPCB approval to NPL before utilization in such manner. The utilization of fly ash in low lying areas shall be carried out only after receipt of written consent from NPL.

## 19.3. Monthly compliance certificate:

Monthly compliance certificate confirming the disposal of the Fly Ash in compliance to the notification no. 5481 issued by MOEF&CC dated: 31st December 2021 shall be submitted by the Buyer as per the Format mentioned in Annexure-6 of this Bid Document.

The signed and stamped compliance certificate must be submitted to NPL by 2<sup>nd</sup> of the succeeding month.

## 20. Loading Priority:

Fly Ash loading preference shall be given to H1 Buyer(s). H1 Buyer bulkers shall be loaded first followed by H2, H3, H4 & so on subject to availability of its bulkers at NPL Site.

## 21. Billing and Payment Terms:

- 21.1. The Buyer shall deposit interest free Contract Performance Security as detailed in clause 14.
- 21.2. The Buyer shall deposit an advance amount equivalent to 25% of the MCQ including GST & TCS by way of Demand Draft (or) RTGS payment and confirm with EIC by way of email (or) written intimation on their letter head. The advance amount shall be replenished before exhaustion of the deposited amount. The Fly Ash shall only be taken out after receipt of advance amount inclusive of GST and TCS of the off-take quantity.
- 21.3. The Buyer shall replenish the advance amount equivalent to 25% of the MCQ as soon as the advance amount available with NPL reaches to or below 5% of the MCQ.
- 21.4. Invoice amount shall be adjusted against the advance amount available with NPL.

## 22. Liquidated Damages (LD)

- 22.1. The Buyer confirms that the LD Amount is a genuine pre-estimate of loss / damages and hereby agrees for the payment of the same.
- 22.2. In case the Buyer fails to lift 80% of the MCQ or MLP, whichever is lower, due to any reason other than Force Majeure or reasons attributable to NPL, the Buyer shall be liable to pay the LD to NPL. The LD shall be levied on quarterly basis and is as follows:

LD on quarterly basis  
= (80% of MCQ or MLP (whichever is lower) – Actual quantity lifted) x 30% of the unit rate inclusive of applicable of taxes (if any)

The LD amount is to be deposited / recovered on quarterly basis.

22.3. The Buyer(s) shall deposit the LD amount within 15 days from the date of intimation from NPL. However, in case of delay in submission of LD amount, NPL shall recover the same from the CPS submitted by the Buyer.

22.4. Payment of the LD shall in no way relieve the Buyer from completing the works and discharging all its other obligations under the Sale Order.

### Illustration for levying the LD:

Let assume, ACQ = 48,000 MT  
MCQ = 4,000 MT on monthly basis

#### Illustration-1:

Sl. No.	Description	Unit rate inclusive of GST	MCQ/ MLP	Actual lifted qty	Minimum lifting to avoid LD	Qty eligible for LD	Unit Rate for levying LD	LD Amount
		Rs/MT	MT	MT	MT	MT	Rs/MT	Rs
<b>1</b>	<b>Monthly LD</b>							
1.1	Apr-23	525	4,000	2,600	3,200	600	262.50	1,57,500
1.2	May-23	525	4,000	4,400	3,200	0	262.50	-
1.3	Jun-23	525	4,000	2,500	3,200	700	262.50	1,83,750
	<b>Total</b>		<b>12,000</b>	<b>9,500</b>				<b>3,41,250</b>
<b>2</b>	<b>Quarterly LD</b>							
2.1	Quarterly LD	525	12,000	9,500	9,600	100	262.50	26,250
	<b>LD amount to be deposited or recovered for the Quarter</b>							<b>26,250</b>

*Illustration-2:*

Sl. No.	Description	Unit rate inclusive of GST	MCQ	Actual lifted qty	Minimum lifting to avoid LD	Qty eligible for LD	Unit Rate for levying LD	LD Amount
		Rs/MT	MT	MT	MT	MT	Rs/MT	Rs
<b>1</b>	<b>Monthly LD</b>							
1.1	Apr-23	525	4,000	2,800	3,200	400	262.50	1,05,000
1.2	May-23	525	4,000	4,500	3,200	0	262.50	-
1.3	Jun-23	525	4,000	4,500	3,200	0	262.50	-
	<b>Total</b>		<b>12,000</b>	<b>11,800</b>				<b>1,05,000</b>
<b>2</b>	<b>Quarterly LD</b>							
2.1	Qtr-1	525	12,000	11,800	9,600	0	262.50	NA
	<b>LD amount to be deposited or recovered for the Quarter</b>							<b>NIL</b>

### 23. Suspension of supplies:

As per clause no. E(2)(i) of the notification no. 5481 issued by MOEF&CC dated: 31st December 2021, NPL has to upload monthly information regarding ash generation and utilization by 5<sup>th</sup> of the succeeding month on the web portal.

- 23.1. In case the signed and stamped Monthly Compliance Certificate is not submitted by 2<sup>nd</sup> of the succeeding month, NPL, at its sole discretion, may suspend the further supplies till the report is submitted.
- 23.2. Suspension of supplies in no way relieve the Buyer from submission of signed and stamped Monthly Compliance Certificate, and discharging all its other obligations under the Sale Order.

### 24. 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 Final Price, in advance to NPL.

## **25. Enclosures:**

- 25.1. Annexure-1: Format for Power of Attorney
- 25.2. Annexure-2: Price Bid Format
- 25.3. Annexure-3: Format for Contract Performance Bank Guarantee
- 25.4. Annexure-4: Format for Undertaking of Fly Ash Utilization
- 25.5. Annexure-5: Performance Certificate Format
- 25.6. Annexure-6: Format for Confirmation for disposal of Fly Ash quantity lifted from NPL
- 25.7. Annexure-7: Contractor Safety Manual
- 25.8. Annexure-8: Gate Pass Formats and Formalities

## **26. Procedures and compliance of SOPs:**

- 26.1 The Fly Ash shall be lifted after realization of advance amount including all taxes & duties and TCS equivalent to the value of Fly Ash by NPL.
- 26.2 Submission of advance amount in no way authorizes the Buyer to lift the Fly Ash from NPL Site. NPL's decision regarding lifting of Fly Ash by the Buyer shall be final and binding on the Buyer.
- 26.3 Gate entry of the empty bulkers inside NPL Site shall be allowed on 24 x 7 basis. The Buyer is advised to bring the bulkers well in advance to complete the paper work and ensure timely gate entry of bulkers.
- 26.4 The Fly Ash shall be lifted from NPL Site on 24 hours a day and 7 days a week (including Sunday & Holidays).
- 26.5 Quarterly Fly Ash allocated by NPL shall be lifted by the Buyer in total. In case of partial lifting, LD shall be levied as per the clause no. 22.
- 26.6 Transportation, unloading, storage & disposal of Fly Ash shall be done by the Buyer at its own cost and resources.
- 26.7 The Buyer's authorized representative deputed at NPL plant shall coordinate with NPL's Engineer In-Charge (EIC) day to day basis for deployment of bulkers.
- 26.8 The Buyer will follow the Transport Manifest System as per Applicable Laws.
- 26.9 The Buyer shall follow all SOP's of NPL during the execution of the Contract.
- 26.10 The Buyer shall get weigh the empty bulker and loaded bulker at NPL weigh bridge, in order to facilitate NPL to complete the transaction.
- 26.11 The outgoing bulkers shall be subject to inspection, if it is suspected at any time that the Buyer has loaded the material for which he is not entitled, NPL security staff may get the material unloaded. In such an eventuality, NPL may detain the bulker and take appropriate action in accordance with law.
- 26.12 No idle charges, whatsoever, shall be paid by NPL

## **27. 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 sub-contractor, labour, agent, representative or his sub-contractor's labour, whether carried out deliberately or negligently, This may also attract severe penalties as decided by NPL on case to case basis.

## **28. Confidentiality**

The Parties agree to hold this Contract, Confidential Information including any transaction confirmations, in trust and confidence.

Confidential Information shall not be disclosed by the receiving Party except to those individuals who need access to such Confidential Information to ensure proper performance of the Contract or to third party advisors and investors who reasonably require access to the Confidential Information for purposes of fulfilling receiving Party's obligations under the Contract. Receiving Party shall remain liable with regard to all Parties who receive disclosing Party's Confidential Information from receiving Party.

Neither Party shall be liable for disclosure or use of Confidential Information which:

- 28.1 was known by the receiving Party at the time of disclosure due to circumstances unrelated to this document or Sale Order;
- 28.2 is generally available to the public without breach of this document or Sale Order;
- 28.3 is disclosed with the prior written approval of the disclosing Party; or
- 28.4 is required to be released by Applicable Law or court order/award passed by any Court of Competent Jurisdiction.
- 28.5 The obligations under this section shall survive termination of the Contract.

## **29. 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 sub-contractor and employees in execution of the Sale 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 Sale Order.

## **30. Communication:**

All correspondences pertaining to this Bid Document shall be to the attention of:

Head Procurement  
Nabha Power Limited  
PO Box No 28, Near Village Nalash  
Rajpura, Distt. Patiala, Punjab  
Email: [tender.npl@larsentoubro.com](mailto:tender.npl@larsentoubro.com)

All correspondences pertaining to the Sale Order shall be to the attention of:

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

## **31. Language:** Contract language shall be English only.

### **32. 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.

### **33. Representations and Warranties:**

The Buyer represents and warrants that it has all Applicable Permits under Applicable Laws to complete the sale of the Fly Ash 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 Fly Ash to be purchased and lifted under the Contract.

### **34. Termination of Contract:**

- 34.1 NPL reserves the right to terminate the Contract with 7 days' notice, without any financial implication, if
- 34.1.1 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..
  - 34.1.2 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.
  - 34.1.3 Disregards or violates any Applicable Laws.
  - 34.1.4 Quarterly lifting for any Two (02) Quarters is less than 70% of the QCQ
  - 34.1.5 Commits a breach of the Contract.
  - 34.1.6 Abandons, ceases its performance of the work or repudiates the Contract.
  - 34.1.7 Persistently fails to timely correct defects and deficiencies in accordance with the terms of the Contract.
  - 34.1.8 Fails to pay NPL any undisputed amount by the due date.
  - 34.1.9 Fails in co-ordination with other Buyers working at NPL
  - 34.1.10 Fails to comply with statutory requirements.

- 34.2 NPL reserves the right to terminate the Contract with immediate effect, without any financial implication, in case the Buyer fails to submit the monthly compliance report (as per Annexure-6) by 4<sup>th</sup> of the succeeding month.

### **35. Termination for convenience:**

NPL 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.

### **36. Sale Order acceptance:**

NPL must receive the Sale Order acceptance within 7 days from the date of issue. Initiation of activities in line with the Sale Order shall be considered as acceptance of the Sales Order.

### **37. Quality, Environment, Health & safety**

37.1 Health and Safety: The Buyer shall comply with the following:

- 37.1.1 The Buyer is required to take adequate steps to ensure the safety for 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.
- 37.1.2 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,
- 37.1.3 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.
- 37.1.4 The Buyer shall ensure that all safety and health related compliances are followed at NPL site.
- 37.1.5 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.
- 37.1.6 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.
- 37.1.7 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.

- 37.2 Quality & Environment: The Buyer shall comply with the following:
- 37.2.1 The Buyer shall ensure that there shall be no adverse impact on environment by the activities being carried out under the works of the Sale Order.
  - 37.2.2 The Buyer shall ensure disposal of Fly Ash as per the procedures laid down by PPCB/ CPCB/ MOEF&CC.
  - 37.2.3 The Buyer shall abide by NPL's safety manual (as attached as per Annexure-7) and provide a declaration, accepting the same.

### **38. Sub-contracting of work:**

The Buyer shall comply with the following:

- 38.1 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.
- 38.2 If the permission is granted, a similar agreement shall be signed with the sub-Buyer, who shall comply with the above guidelines.

### **39. Dispute Resolution and Arbitration:**

- 39.1 Any dispute, controversy or claims arising out of or relating to the Sale Order or any breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996.
- 39.2 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.
- 39.3 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.
- 39.4 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.
- 39.5 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.

### **40. Force Majeure:**

- 40.1 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:
- 40.2 natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics, storm & lightning substantially affecting the work;

- 40.3 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;
- 40.4 accidents such as fire and explosions;
- 40.5 strikes or industrial disputes (which are not limited to or affecting a Party or its sub-vendor) and sabotage;
- 40.6 riots, civil commotion, insurrection, act of terrorism, belligerence, hostilities, revolution.
- 40.7 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.
- 40.8 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.
- 40.9 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.
- 40.10 Either Party claiming Force Majeure to avoid any obligation under the Contract shall prove the existence of the same.

#### **41. 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 Sale Order, the courts at Chandigarh shall have exclusive jurisdiction.

#### **42. Transfer of Risk & Title:**

NPL shall deliver the Fly Ash at Delivery Point. Risk of Fly Ash shall pass on to the Buyer once the Fly Ash loaded into the Buyer's bulker at the Delivery Point and Title shall stand transferred on weighment of the loaded bulker.

#### **43. Waiver:**

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

#### **44. 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.

#### **45. 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.

**46.** Buyer shall ensure that the bulker drivers shall have valid driving license and bulkers will have all necessary documents (Registration, Insurance policy, Pollution certificate). Though it is not obligatory on the part of NPL to check the above documents, however NPL reserves its right to disallow entry of personal/transport if they are not in possession of such documents or the documents are not valid. NPL will have right to disallow driver and helpers in case they are found in medically unfit condition or under intoxication.

**Annexure-1: Power of Attorney**

*(To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)*

**POWER OF ATTORNEY**

Know all men by these presents, We .....(name and address of the registered office of the Prospective Buyer) do hereby constitute, appoint and authorize Mr./Mrs./Ms.....(name and residential address) who is presently employed with us and holding the position of ..... As our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Bid Document no NPL/PROC/2022-23/18 for shortlisting of Prospective Buyers for **Sale of Fly Ash** through rate based competitive bidding process in India, including signing and submission of all documents, Bid and providing information / responses to Nabha Power Limited, representing us in all matters before Nabha Power Limited, negotiating, entering into and executing any Contract, agreement, accepting any Sale Order or LoA, complying with the conditions thereof and generally dealing with Nabha Power Limited in all matters in connection with our response to the said Bid Documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (Insert name of the Prospective Buyer on whose behalf PoA is executed)

.....(signature)

Name:

Accepted.

Signatures of attorney

(Signature of Notary Public)

..... (signature)

(Name, Designation and Address of the Attorney)

Place: -----

Date: -----

Note:

- 1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Laws and the charter documents of the executant(s).

Also, wherever required, the executant(s) should submit for verification of extract of the chartered documents and documents such as a board resolution / power of attorney, in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the executant(s).

**Annexure-2: Price Bid Format**

Nabha Power Limited – Price Bid  
(On the letterhead of the customer)

Date: \_\_\_\_\_

To,

**Head Procurement,**

Nabha Power Limited, Near Village Nalash,  
PO Box 28, Rajpura -140401,  
Punjab, India.

Dear Sir,

Sub: Bid for purchase of Fly Ash from NPL Plant in accordance with your Bid Document no: **NPL/PROC/2022-23/18**

1. Having examined the Bid Document No. NPL/PROC/2022-23/18 including its Amendments/ Addendum/Corrigenda and Clarifications if any, the receipt of which is hereby acknowledged, we the undersigned, offer the above-named Package: "Sale of Fly Ash by Nabha Power Limited" exclusive of all taxes and duties.
2. We are submitting an EMD of INR \_\_\_\_\_, equivalent to 5% Basic Amount of the Intended Quantity.

Sl. No.	Description	Offered Annual Quantity	Basic Rate (Non-paddy season)	Basic Rate (Paddy season)
		MT	INR	INR
1	Fly Ash			

**Notes:**

- a) The rates are exclusive of taxes, duties, levies, statutory charges, and any other applicable charges.
- b) The rates shall be equal to or higher than the Reserve Price as mentioned in clause 6.1 of the Bid Document i.e. for non-paddy and paddy season Reserve price is 550 Rs/MT and 400 Rs/MT respectively. Any Bid with basic rate lower than the Reserve Price shall be deemed as non-responsive Bid leading to the disqualification of the Bidder.

**Annexure-3: Format for Contract Performance Bank Guarantee**

(To be on non-judicial stamp paper of appropriate value  
as per Stamp Act relevant to place of execution.)

Bank Guarantee No.....

Date .....

To,

The Chief Executive,  
Nabha Power Limited,  
PO Box 28, Near Village Nalash,  
Rajpura -140401, Punjab, India.

Dear Sir,

In consideration of M/s. **Nabha Power Limited** (hereinafter referred to as 'NPL' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns) having invited Offers for under the Bid Document No. NPL/PROC/2022-23/18 including all its revisions, amendments and addendums. NPL shall issue "Contract/Sale Order (SO)" to M/s ..... (Insert name of Buyers) having its registered office at ..... and principal place of business at ..... [hereinafter referred to as the " Buyer" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns] for purchasing **Fly Ash from Nabha Power Limited**. M/s \_\_\_\_\_ having agreed to provide a Contract Performance Security (CPS) by way of a Contract Performance Bank Guarantee (CPBG) for the due performance of the entire Contract/SO for an amount equal to Rs. \_\_\_\_\_/- (Indian Rupees \_\_\_\_ Lakhs Only) (*as per Cl. no..... of SO No.....dated....., insert as applicable*), valid up to DD-MM-YYYY (30 days beyond the validity of the SO + 1 month claim period) unless the same is extended as per the terms of the Contract/SO has approached M/s \_\_\_\_\_ Bank to issue a Bank Guarantee in respect of the same.

We, ..... (Name and address of the Bank), having its Head Office at..... and Branch office at ....., (hereinafter referred to a" the""Bank" which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and permitted assigns) do hereby guarantee unconditionally and irrevocably undertake to pay NPL, immediately on demand any and all monies payable by the Buyer to the extent of Rs. \_\_\_\_\_/- (Indian Rupees \_\_\_\_ Lakhs only) (*as per Cl. no..... of SO no.....dated....., insert as applicable*), as aforesaid at any time up to ..... [days/month/year] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Buyer.

Any such demand made by NPL on the Bank shall be conclusive and binding notwithstanding any difference between NPL and the Buyer or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this Bank Guarantee during its currency without prior written consent of NPL and further agrees that the Bank Guarantee herein contained shall continue to remain enforceable till NPL discharges this Bank Guarantee.

NPL shall have complete liberty, without affecting in any way the liability of the Bank under this Bank Guarantee, from time to time to extend the time for performance of the Contract/SO by the Buyer and/ or to postpone from time to time the exercise of any powers vested in NPL or of any right which NPL might have against the Buyer, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Bid Document and Contract/SO issued by NPL to the Buyer or any other course or remedy or security available to NPL. The Bank shall not be released of its obligations under these presents by any exercise by NPL of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of NPL or any other indulgence shown by NPL or any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that NPL at its option shall be entitled to enforce this Bank Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Buyer and notwithstanding any security or other guarantee that NPL may have in relation to the Buyer's liabilities.

This Bank Guarantee can be enforced by NPL any number of times for their claims or demand to the total extent of Indian Rupees \_\_\_\_\_/- (Indian Rupees \_\_\_\_ Lakhs only) (as per Cl. no..... of SO No.....dated....., insert as applicable), as long as it remains in force.

The Bank also agrees that this Bank Guarantee shall be valid for Contract/all the Sale Orders and their subsequent amendment(s), if any, issued on M/s\_\_\_\_\_under the Bid Document No.\_\_\_\_\_ dated \_\_\_\_\_ including all its revisions, amendments and addendums.

The Bank confirms that no consent of the Bank shall be required to amend the Contract/SO and the amendment(s) so made shall not discharge the Bank from its liabilities under this Bank Guarantee.

The Bank further agrees that the NPL shall be the sole judge as to whether the Buyer has committed any breach of its warranty obligations or breaches of any of the terms and conditions of the SO and the extent of loss, damages, costs, charges and expenses suffered or incurred or would be suffered or incurred by the NPL on account thereof.

The Bank further agrees that the Bank 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/SO are fulfilled by the Buyer and discharged by a letter in writing by NPL stating that the terms and conditions of the said Contract/SO have been fully and properly carried out by the Buyer.

Should it be necessary to extend the Bank Guarantee or a portion of the same beyond the date of expiry of this Bank Guarantee on account of extension of time being granted by NPL to the Buyer for the due fulfilment of the obligations under the Contract/SO(s) by the Buyer, the Bank undertakes to extend the period of this Bank Guarantee until such time as may be reasonably required.

This Bank Guarantee shall not be affected by any change in the constitution of the Buyer, NPL or the Bank or of any amalgamation or absorption thereof or therewith. This Bank Guarantee shall inure for and be available to and enforceable by the absorbing or amalgamated company or concern.

We, the said Bank, also undertake not to revoke this Bank Guarantee during the currency except with the prior consent of NPL in writing and agree that any change in the constitution of the said Buyer or the said Bank shall not discharge our liability hereunder.

Notwithstanding anything contained hereinabove our liability under this Bank Guarantee is restricted to Indian Rupees \_\_\_\_\_/- (Indian Rupees Lakhs only) *(as per Cl. no..... of SO No.....dated....., insert as applicable)*, and shall remain in force up to and including ..... ( date) and shall be extended from time to time for the period, as may be desired by M/s ..... (the Buyer) on whose behalf this Bank Guarantee has been given.

This Bank Guarantee shall be operative in our Rajpura/Chandigarh branch.

This Bank Guarantee is governed by the laws of India.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Month, year) at \_\_\_\_\_ (place)

Witness:

_____	_____
Signature	Signature
Name	Name
Office Address	Designation with bank Stamp
	Attorney as per
	Power of Attorney Number:
	Date:

Note:

1. The Stamp Paper of appropriate value shall be in the name of the bank issuing the BG.
2. Power of Attorney No., Name and Designation of the executant along with bank stamp should be inserted.

*(Buyer at its option may get draft of CPBG vetted by NPL prior to getting the same issued by the Bank).*

#### **Annexure-4: Format for Undertaking of Fly Ash Utilization**

(To be on non-judicial stamp paper of Rs 500.00 (from state of Punjab) and notarized)

To,

Head Procurement

Nabha Power Limited,

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

Tel. No.: +91-176-2277252

Sub: Undertaking of Fly Ash utilization against the Bid Document No. NPL/PROC/2022-23/18

Dear Sir,

We hereby undertake that the Fly Ash lifted against this Bid Document No. NPL/PROC/2022-23/18 shall be utilized for the following eco-friendly purposes as per the provisions of notification no. 5481 issued by MOEF&CC dated: 31st December 2021.

<u>Sl. No.</u>	<u>Description</u>	<u>Kindly tick as appropriate</u>
1.	<u>Fly ash based products viz. bricks, blocks, tiles, fibre cement sheets, pipes, boards, panels;</u>	
2.	<u>Cement manufacturing, ready mix concrete;</u>	
3.	<u>Construction of road and fly over embankment, Ash and Geo-polymer based construction material;</u>	
4.	<u>Construction of dam;</u>	
5.	<u>Filling up of low lying area;</u>	
6.	<u>Filling of mine voids;</u>	
7.	<u>Manufacturing of sintered or cold bonded ash aggregate;</u>	
8.	<u>Agriculture in a controlled manner based on soil testing;</u>	
9.	<u>Construction of shoreline protection structures in coastal districts;</u>	

We further undertake to:

- a) use the Fly Ash procured under this Bid Document in compliance with the applicable MoEF & CC Notification for the time being in force.
- b) indemnify NPL, its directors, employees, agents, successors and assigns and keep them harmless against all losses damages costs and other consequences arising from any act of omission and commission on our part, our agents, sub-contractors and employees in execution of the Sale Order in compliance of MoEF & CC Notification dated 31.03.2021 as may be amended/supplemented from time to time.

For, \_\_\_\_\_

Name and Designation of the Authorized Signatory with Seal

### **Annexure-5: Performance Certificate Format**

(On the letterhead of the customer)

TO WHOMSOEVER IT MAY CONCERN

**Sub:** Performance certificate for purchase of Fly Ash

This is to certify that (name of the Prospective Buyer) having registered office at (address of the Prospective Buyer) has **purchased the Fly Ash** from (name of the power plant) against the sale order (number of sale order) dated\_\_\_\_\_. The details are as follows:

Sl. No.	Sale Order	Sale Order Date	Sale Order Validity (from__ to __)	Quantity Lifted
1				
2				
3...				

Note: Row(s) may be added, as required.

This is also certified that the lifted Fly Ash is unloaded, transported, stored and disposed by M/s \_\_\_\_\_in an environmentally friendly purpose.

Performance of the work executed by the Bidder Operator has been satisfactory.

This certificate is issued at the request (name of the Prospective Buyer) for the purpose of participating in tender process of M/s Nabha Power Ltd, Near Village Nalash, Rajpura-140401, Punjab

Thanking You,

Yours Faithfully

(Signature and stamp)

Name:

Date:

Place:

**Annexure-6:**  
**Format for Confirmation for disposal of Fly Ash quantity lifted from NPL**  
(on the letterhead of the Buyer)

To,  
Head – Ash Management  
Nabha Power Limited,  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.

Sub: Confirmation for disposal of Fly Ash quantity lifted from NPL against the Sale Order No.  
\_\_\_\_\_

Dear Sir,

We hereby confirm that the Fly Ash quantity \_\_\_\_\_MT lifted during \_\_\_\_\_ Month against Sale Order No. \_\_\_\_\_ has been transported, unloaded, stored and disposed off for the following eco-friendly purposes as per the provisions of notification no. 5481 issued by MOEF&CC dated: 31<sup>st</sup> December 2021.

Sl. No.	Description	Mention the Quantity
1.	Fly ash based products viz. bricks, blocks, tiles, fibre cement sheets, pipes, boards, panels;	
2.	Cement manufacturing, ready mix concrete;	
3.	Construction of road and fly over embankment, Ash and Geo-polymer based construction material;	
4.	Construction of dam;	
5.	Filling up of low lying area;	
6.	Filling of mine voids;	
7.	Manufacturing of sintered or cold bonded ash aggregate;	
8.	Agriculture in a controlled manner based on soil testing;	
9.	Construction of shoreline protection structures in coastal districts;	

We further confirm that the lifted Fly Ash procured under the Sale Order mentioned above is utilized in compliance with the applicable MoEF & CC Notification for the time being in force.

For, \_\_\_\_\_

Name and Designation of the Authorized Signatory with Seal



**LARSEN & TOUBRO**  
It's all about Imagineering

**NPL**  
Nabha Power Limited

# Annexure-7

## Contractor Safety Manual



**NABHA POWER LIMITED**

Near Village Nalash,

P B No. 28,

Rajpura-140401

Punjab

**MISSION : Zero Harm**  
**No Harm to any NPL Stakeholder**



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## 1.0 INTRODUCTION/PURPOSE

- ❖ Nabha Power Limited (NPL) is going to implement this Contractor Safety Manual to allow the contracting Organization to conduct the business at NPL as safely as possible. The manual is an agreement between NPL & the contracting agency to achieve the mission of Zero Harm.
- ❖ We **INSIST** that the contractor agency must familiarize his people with the contents of this manual and abide by all Rules and Guidelines mentioned there in the manual.
- ❖ Contractor shall be solely responsible for the safety of his employees, sub-contractors and agents during execution of the work

## 2.0 SCOPE

The NPL Contractor Safety Manual applies to all the Contractors providing services for Nabha Power Limited.

## 3.0 DEFINITIONS

- NPL: Nabha Power Limited
- The Factories Act: The Factories Act, 1948
- Contractor: Organization who is contracted by NPL to perform work or services for NPL at NPL premises.
- Subcontractors: Organization that is contracted by the Contractor to perform work or services for NPL at NPL premises.
- Contractor Employee: Any employee or service provider of a Contractor or Subcontractor.
- Contractor Lead: The person designated by a Contractor and is responsible for Safety of the Contractor Employees.
- NPL Contact (EIC, Engineer in charge): The NPL employee who is responsible for NPL's contract with the Contractor. This responsibility may be designated, but the contact will be clearly identified prior to start of the work.

## 4.0 GENERAL RESPONSIBILITIES:

- NPL intends to hire only those Contractors who can provide services in a safe and healthy manner. By accepting a contract, the Contractor commits that he has the required skills, experience, expertise and commitment to perform work in a safe and healthy manner, and will allow only those Contractor Employees who are properly trained and supervised to work at NPL premises.
- If a contract between NPL and a Contractor allows for the Contractor to subcontract, the Subcontractor must have all the skills, experience, expertise and commitment to perform work in a safe and healthy manner, and that the Contractor will allow only those Subcontractor Employees who are properly trained and supervised to work at NPL premises. The Contractor is also responsible for providing this Contractor Safety Manual to the Subcontractor before work on NPL premises begins.
- A Contractor is responsible to keep NPL informed about its activities, and the activities of its Subcontractors. This is to be accomplished by the Contractor Lead with the NPL Contact.
- NPL is not responsible for safety and health policies or practices of any Contractor or Subcontractor. This Manual is to provide guidance to Contractors and Subcontractors on how they can satisfy their own



responsibilities in this regard.

#### **5.0 SAFETY REQUIREMENTS:**

- Contractor shall have sufficient knowledge, experience and understanding of thermal power plant work practices, safety & health hazards and other regulatory requirements pertaining to the work to be performed.
- Contractor shall perform the work using qualified workers who are adequately trained in the requirements of their particular job and skilled in the work assigned to them.
- Contractors shall provide proof of worker credentials (training, Qualification certificates, license etc.) on request/joining.
- Contractor shall comply with the requirement of Punjab Factory Rules, 1952 and other central & State laws, rules, regulation & time to time released orders of governing authority.
- Contractor shall comply with all company posted requirements, information provided by the company on site specific hazards and emergency response plans.
- Contractor shall review this manual with his employees, sub-contractors and consultants.
- Contractor shall have dedicated safety representative at the work site all the times. Contractor shall provide the qualifications of the proposed safety representative to company for review and approval.
- Contractor dedicated safety representative (qualification - Graduation + Diploma in Industrial safety) shall perform inspection of operations, facilities and equipment's used in the performance of the work and participate in joint inspections, audits with company on request. Contractor shall immediately address any unsafe conditions, equipment's or action identified during inspection.
- Contractors shall ensure workers comprehend job specific safety related information including individuals in English, Hindi, Punjabi or any language which is easily understandable.
- Regularly Scheduled Safety Meetings: Contractor shall conduct regularly scheduled safety meetings. Attendance shall be required by all workers. Contractor shall keep a written record of the meetings that includes date, location, names or signatures of attendees, and topics covered. Contractor shall inform workers of factual circumstances resulting in incidents and near misses and discuss how to correct and prevent such situations from recurring.
- Daily Toolbox talk Meetings: Contractor shall conduct and document a daily morning safety meeting with all applicable workers to discuss Work activities, address any safety and health concerns for the Work to be performed, review any near miss incidents and how they could have been avoided, and prepare or review the appropriate Job Safety Analysis. Contractor shall provide such documentation to NPL upon request.

#### **6.0 WORKPLACE REQUIREMENTS:**

- Professional Conduct - Contractor shall conduct itself in a professional manner at all times while on Company Property. Horseplay, practical jokes, any type of harassment, abusive or objectionable language, or other inappropriate behavior on the job shall not be tolerated.
- Consequences for Non-Compliance - Working safely is a condition of employment at NPL. Any Contractor violating these rules and/or procedures will be required to permanently leave NPL premises.
- Weapons - All firearms, knives and other weapons are strictly forbidden at all NPL premises, whether or not a concealed weapons permit has been issued under applicable law.
- Acts and threats of violence (physical or verbal) are strictly prohibited.



- Contractor shall inform its employees, suppliers, and subcontractors before entering Company Property that Company and its authorized representatives can search the person, vehicle, and other property of individuals while entering or departing from Company Property.
- The possession or use of narcotics, drugs, or intoxicating beverages of any kind is prohibited on NPL premises. Contractor shall immediately remove from the Workplace any individual who found in drug and alcohol testing violation.
- Contractor shall not bring unauthorized individuals (e.g., friends, relatives, or observers) onto Company premises.

#### **7.0 SITE ACCESS**

- Signing In: Each Contractor Employee must sign in upon arriving each day. Biometric systems are available at the front gates of NPL facility.
- Signing in lets NPL know that you are here, provides you with an ID Card and indicates that you agree to our confidentiality requirements.
- Each Contractor Employee must carry his ID card when entering or providing services at NPL.

#### **8.0 SAFETY PROGRAM**

- The Contractor will have a safety program that outlines the requirements for performance of Contractor Employees specific to their activities. The Contractor is responsible for ensuring that this safety program meets the requirements of law, including but not limited to compliance with applicable Factories Act and other legal requirements.
- The Contractor will ensure that Contractor Employees have been trained prior to performing any activity at NPL
- The Contractor will ensure that its employees know the requirements outlined in this manual prior to beginning any work activity.
- The Contractor will communicate specific hazards found at NPL that may affect the safe work of Contractor Employees (e.g., working with chemicals, working in confined places, Electrical Hazards).
- The Contractor will be responsible for the direct supervision of Contractor Employees.

#### **9.0 EMERGENCY RESPONSE AND EQUIPMENT**

- Access to exits and to any emergency equipment (e.g., safety showers, eyewash fountains, firefighting equipment) must be kept clear at all times.
- The Contractor is responsible for communicating emergency procedures to Contract Workers. At all NPL facilities, immediate evacuation is required when audible alarm is sounded and/or an announcement is made to evacuate.
- Contractor Employees must leave by the closest/safest exit, as quickly as possible. After exiting the building, Contractor Employees must assemble in the building parking lot or marked Safe Assembly Point and report immediately to the Contractor Lead
- The Contractor Lead is responsible for informing their NPL contact that the evacuation of all Contractor Employees was successful.

#### **10.0 SPILLS AND INCIDENTAL RELEASES OF HAZARDOUS MATERIALS**

- Contractor Employees must report any spill of chemicals or hazardous materials to their NPL contact



immediately.

- A Contractor bringing any chemical or hazardous material onto NPL premises is required to provide their NPL contact with an MSDS for each substance, and to use only approved, labeled containers for these substances.
- Provisions for spill prevention, response, and disposal of wastes generated from any potential clean-up activities from Contractor chemicals / hazardous materials must be discussed with the NPL contact before starting work with these substances.

**11.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)**

- **General:** “PPE Hazard Assessment” means the process of identifying, selecting, and documenting appropriate personal protective equipment (PPE) for workplace hazards.
- Contractor shall provide, at its own expense, and enforce the use of all appropriate job specific PPE’s and any posted Company requirements.
- Contractor shall ensure that all workers are trained in the proper use of applicable PPE’s prior to performing Work.
- Approved hard hats, hard-toed boots or shoes, and safety glasses shall be worn on all Company worksites.
- Loose or floppy clothing, neck chains, loose jewelry, or loose long hair is prohibited.
- Rings shall be removed when working in areas where they could catch on moving objects or sharp protrusions or come into contact with electrical circuits.
- Clothing, including gloves, shall not be cleaned by blowing with compressed air, blowing with compressed gases, or washing in a flammable liquid

**TO HAVE UNIFORMITY IN THE USAGE OF PPE’S, APPROVED MODELS AND MAKE OF PPE’S AS MENTIONED BELOW ARE ONLY ACCEPTABLE AT NPL WORKPLACE.**

LIST OF PPES & SAFETY EQUIPMENT’S (APPROVED MAKE/MODEL)			
S.No.	Item	Make/Model	Photograph
1	Industrial Safety Helmet	Joseph leslico / Karam/ 3M/Savior make with ratchet. IS 2928 & EN 397 approved Qty: White Color & Green colour	
2	Safety Shoes	LIBERTY make “WARRIOR” brand / Allen Cooper / Karam / Bata low-cut 2mm thick leather safety shoes with IMPORTED Esjot alloy toecaps & Double density directly injected PU black & Grey sole. (Article No.7198 –ST-DD-319) with ISI mark No.IS:15298: Size: 5 to 14: Color Black	
3	Ear Plug	Honeywell / Karam/ 3M™ E-A-R™ UltraFit™ cloth/cotton Corded Earplugs, in poly bags/Carrying Case 2. Reusable, Triple flange design. NRR 25 dB	
		Karam EP 02 / 3M 32,dB	

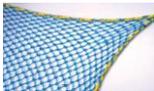


4	Ear muff	Leslico / Karam /3M Hard hat mounted 1450 ear muff- NRR 23 dB	
		Helmet attachable ear muff EP 23, NRR 27 dB, EN 352- 1; 2002	
5	safety spectacles (shaded/clear)	<p>Karam / 3M™ Virtua™ / UVEX Protective Eyewear, 11326-00000-100 Clear Temples Clear Hard Coat Lens 100 ea/case</p> <p>3M™ Virtua™ Protective Eyewear, 11327-00000-20 Gray Hard Coat Lens, Gray Temple 20 ea/case</p> <p>Karam/3M™ Virtua™ / UVEX Protective Eyewear, 11329-00000-20 Clear Anti-Fog Lens, Clear Temple 20 ea/case</p> <p>Kara / 3M™ Virtua™ / UVEX Protective Eyewear AP, 11815-00000-20 Gray Hard Coat Lenses 20 ea/cs' &amp; 3M™ Virtua™ Protective Eyewear AP, 11819-00000-20, Clear Hard Coat Lenses 20 ea/cs'</p>	 
6	Goggles (for chemical handling)	<p>Karam make / UVEX/ 3M ES 009 clear, Confirms to EN 166:2001</p> <p>Karam / UVEX / 3M 1621 safety goggles for splashes ( can be worn over prescription lens). ANSI Z87.1-2003</p>	
7	Respirators (dust mask)	3M / Leslico / Venus 8210 dust respirator, N 95 , NIOSH approved	
8	Welding Respirators	3M / Leslico / Venus welding respirator 8512, NIOSH approved	
9	Half face mask	3M / Venus half face piece reusable respirator 6200 series (medium size)( to be used with cartridges),NIOSH approved	
10	Chemical cartridge With attachment and retainer	<p>3M / Venus organic vapour/acid gas cartridge 6003,NIOSH approved</p> <p>3M N95 particulate filter 5N 11, NIOSH approved</p>	  



11	Reflective jackets (for own staff)	Reflectosafe With Reflective tape : 3M / Tango / Udyogi , Reflective Tape: 5 cm wide, Total length – 232 cm. Colour – Fluorescent Green	
12	Reflective jackets (for workers)	Reflective Tape - Micro prismatic reflective tapes 5 cm wide, total length - 260 cm. Front Opening Type Colour - Fluorescent Orange	
13	Cotton gloves	Cotton PVC Dotted Gloves make Midas / LESLICO / 3M / Honeywell For general handling/maintenance Type: 7 Gauge Size: 25 cms Weight: 60 gms/pair Dott Colour: Blue	 
14	Gloves ( acid/alkali, cut resistant, leather )	Acid/alkali gloves, Leather hand gloves, Nitrile gloves, cut resistant Kevlar gloves, dotted gloves, welding gloves make Midas/ LESLICO / 3M / Honeywell / Polysol	 Leather Hand...  Dotted Glove...  Nitrile Gloves  Kevlar Glove.  Acid Alkali  Welding Gloves
15	Chemical protective clothing	Chemical protective clothing by Udyogi plastics / DuPont Tychem / Microgard / Microchem	
16	Electrical safety gloves	Sperian electrosoft ( marketed by Suresafety) or Honeywell , Beige natural latex insulating glove.CE certified, EN 60903. Must be used with a leather underglove. Class 4:- Category AZC.Thickness: 3.4 mm. Handling of high voltage to 36 000 volts. Class 3:- Category RC.Thickness: 2.9 mm. High voltage to 26 500 volts Class 2:- Category RC.Thickness : 2.3 mm. High voltage to 17 000 volts Class 1:- Category RC.Thickness 1.5 mm maximal voltage of 7500 volts Class 0:- Category RC. Thickness 1 mm. up to 1,000 volts	
		Honeywell / 'Saviour' Electrex Model No.– ELECTREX-33, ERDA Approved-Tested as per IS: 4770, 1991 ( marketed by Suresafety), Provides protection from 33 KV Test voltage Electrical operations	



		Honeywell / 'Saviour' Electrex Model No.– ELECTREX-11, ERDA Approved-Tested as per IS: 4770, 1991 (marketed by Suresafety), Provides protection from 11 KV Test voltage Electrical operations	
17	Full Body Safety harness	Karam / Unicare / Udyogi brand full body harness model: Rhino PN 23 with PN 351 Double Lanyard Scaffolding hook and energy absorber. Conforms to EN 361: 2002, CE approved.	
18	Retractable wire rope fall arrester	Karam / Unicare/ Udyogi brand, PCGS 15, PCGS 20, PCGS 25. EN 360	
19	Fall arrester with energy absorber	Karam / Unicare / Udyogi PN 2000 B. EN 353	
20	Anchorage webbing slings	Karam / Unicare / Udyogi brand Concrete anchor strap PN 805 and PN 806 (lengths 1.0m, 1.5 m, 2.0 m). EN 795	
21	Anchorage SS wire rope	Anchorage SS wire rope Karam PN 814. EN 795 or Unicare / Udyogi	
22	Safety net	Karam / Garware/ Udyogi / Safetech make Safety net made from Polypropylene ropes. Mesh size:- 25 mm & 100 mm, Size:- 10 m X 5 m, mesh rope:- 2mm/4mm double cord, with overlay net	
23	Temporary horizontal lifeline	Karam / Unicare / Udyogi PN 3000, EN 795 Class B, made up of 30 mm polyester webbing and ratchet tensioner. Both ends fitted with auto locking steel karabiners.	
24	Vertical lifeline	Karam / Unicare / Udyogi, 3 strand polyamide twisted rope of dia 14 mm, one end loop and other end stop knot. 10 m to 200 m (PN 910 to PN 9200)	
25	Work positioning lanyard	Karam / Unicare / Udyogi make work positioning lanyard with ring type adjuster PN 241 . Made of 14 mm dia polyamide 3 strand twisted rope. Steel karabiner PN 112 at both ends. Manual ring type adjuster. EN 358	



26	Fire blankets	Udyogi make Fire blanket compact, wall mounted, easy to use made of asbestos free Material in size : 1.2mtr X 1.8mtr	
27	Gas welder's glass	Karam ES 003 / Honeywell/ Unicare fitted with IR 5 lens. EN 166	 ES 903 (IR-5)
28	Arc welder's glass	Karam / Honeywell / Unicare ES 004 fitted with IR 11 lens. EN 166	 ES 004
29	Helmet attachable welding shield	karam / Honeywell make ES 71. It fits standard helmet with 30 mm slot. Confirms to EN 175 and ANSI Z 87.1. (To be fitted with IR 5 / IR 11 lens, sandwiched between two polycarbonate lens, confirming to EN 166 and ANSI Z 87.1)	 Ref. ES 71
30	Helmet attachable grinding shield	Karam ES 51 (02)/ Honeywell or Joseph Leslico. CE certified	 Ref. ES 51
31	Eye Wash Bottle	Unicare make UEWB 12 / Udyogi EW – 500 ML	
32	Barricading tape	Made up of virgin quality pvc material tubing pattern. Roll red & white colour with "DANGER/STOP & CAUTION/WORK IN PROGRESS" letters in Hindi & English Size : 3" Make : SAFE-T-PLUS / PRIMA or equivalent	
33	Life buoy	Unicare make The Life Buoy is manufactured in durable high visibility orange synthetic material and requires no maintenance. Moisture proof and non-inflammable. The H-Glow reflective material fixed in the indentations identifies victims in distress. Approved by the Mercantile Marine Department to SOLAS spec.	
34	Life jacket	Unicare make •MMD approved to Solas Specifications •With Solas Reflective Tape, Signaling Whistle and Light Quick turning time and high free board in water •Buoyancy : 17.5 Kg •Light that is automatically activated when in	



		<p>contact with sea water/ petroleum products. •Size : 80 X 37 X 10cms. Approved by the Mercantile Marine Department to SOLAS spec.</p>	
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**12.0 ELECTRICAL SAFETY**

- Qualified Person – A designated worker who has the skills and knowledge related to operation of the electrical equipment and installations to be employed who should have received training to recognize and avoid the electrical hazards involved. Usually, this is a licensed electrician or someone with certain equivalent experience and training. A person can be “qualified” to work with certain equipment and methods and still be “unqualified” for other work.
- Contractor shall perform all electrical Work in accordance with the current editions of applicable central, state and local laws, rules, regulations, and standards.
- Installation of electrical systems or modifications to electrical systems shall be done under the supervision or direction of a licensed electrician.
- Contractor shall ensure that workers near overhead power lines know the voltage of the line and the safe approach distance.
- Contractor shall be aware of, and take precautions to prevent, the build-up of static electricity in areas with a potential Hazardous Atmosphere.
- Only qualified Person shall discharge all stored electrical energy and shall verify that equipment is de-energized and proper Lockout/Tagout (LO/TO) procedures have been implemented prior to beginning electrical Work.
- All power lines shall be considered energized unless proper measures have been taken to de-energize.

**13.0 LOCKOUT/TAGOUT (LOTO)**

- Contractor shall ensure compliance with all requirements of company LOTO procedure.
- Contractor shall ensure that its workers are adequately trained in LOTO and applicable energy control procedures.
- LOTO energy control procedures shall be followed prior to work on any equipment or process where stored energy or the unexpected energizing of equipment could cause injury to a worker. Potential energy sources include electrical, mechanical, pneumatic, hydraulic, thermal, chemical, natural gas, and all forms of potential and stored energy.
- Repairs, maintenance, or alterations shall not be made on equipment in operation. All equipment shall be shut down and a LOTO device placed in a manner that the equipment cannot be accidentally started.
- Contractor shall ensure that a briefing is conducted with all workers affected by a LOTO operation before each shift, and more frequently if warranted by personnel changes or changes in the scope of Work. The briefing should include the following items:



- The specific equipment or process involved, along with any related equipment;
- The estimated length of time required to complete the task;
- The hazards involved in performing repairs or maintenance, including the potential hazards to workers if the equipment or process is prematurely energized; and
- A review of the site-specific energy control procedure.
- To ensure the machine or equipment has been properly locked out of service prior to starting any Work, a Qualified Person shall attempt to turn on the power source to verify that the machine or equipment does not become energized.

#### **14.0 HOT WORK**

- "Hot work" means riveting, welding, flame cutting or other fire or spark-producing operation. No hot work is to be performed without first obtaining an NPL Hot Work permit, except in designated locations including Workshop and facilities Maintenance areas.
- Your NPL contact will help you identify the need for and to complete required permit requirements.

#### **15.0 COMPRESSED GAS SAFETY**

- Compressed gas cylinders must be secured in an upright position and kept away from sources of heat or flame at all times.
- All compressed gas cylinders must be legibly marked with either their chemical or trade name.
- All compressed gas cylinders not in use must have their top caps securely tightened.
- Where different gases are stored, they must be grouped by types. Groupings shall separate the flammable gases from the oxidizing gases.
- All oxygen cylinders must be stored not less than 20 feet from fuel gas cylinders or other flammable gasses.
- Compressed gas cylinders may not be dropped, dragged, rolled on their side or struck violently.
- A compressed gas cylinder may only be lifted by cradles or enclosed platforms when using a crane or hoisting device.
- A frozen or ice-clogged valve shall be thawed either by warm air or use of warm water and dried before using. Boiling water or a flame shall not be used. Force shall not be applied to a valve or cap to loosen a cylinder frozen in place.
- A cylinder shall not be placed where it will become a part of the electrical circuit by accidental grounding or where it may be burned by electric welding arc. A cylinder shall not be placed so that hot slag or flame will reach it or it shall be protected by a fire resistant shield.
- Flammable gas cylinders including LPG cylinders may not be stored within 25 feet of an emergency exit.
- Flashback arrestors/preventers are required on all cylinders and torches.



## 16.0 CONFINED SPACES

- Confined space entry requires an NPL Confined Space Entry Permit. The Contractor is responsible for compliance with the standards for any entry by a Contractor Employee.
- Confined space entry training is also a prerequisite for any entrants or attendants as part of this program.
- Entry equipment must be provided by the Contractor and calibration information must be available upon request.
- Emergency rescue procedures, equipment and personnel are the responsibility of the Contractor.

## 17.0 LADDERS

### PORTABLE LADDERS:

- Contractor shall ensure that all workers have been trained in the proper use, placement, care and maximum load carrying capacities of the ladders used.
- Contractor shall inspect all ladders before use. Any damaged or unsafe ladders shall be tagged and taken out of service.
- Portable ladders shall be set at the correct angle. The distance from the foot of the ladder to the structure should be equal to 1/4 the length of the ladder.
- Workers shall keep both hands free for climbing, descending, and performing Work on a ladder. Carrying hand tools or equipment while climbing on a ladder is prohibited unless secured in a pocket or on a belt. Articles that are too large to be carried in a pocket or on a belt shall be lifted and lowered by a hand line.
- Workers shall not rush, but shall take one step at a time and face the ladder while climbing and descending.
- Only one person at a time shall be on the ladder.
- Portable ladders shall have anti-slip safety feet and be secured at the top before work begins in order to prevent the ladder from shifting. A second person shall hold the ladder until the climber can secure it at the top.
- Ladders shall extend at least 3 feet above the point of support when gaining access to a roof or other area.
- Contractor shall use fall protection on ladders when additional significant hazards such as impalement, rotating machinery, or electrical shock are present.
- Ladders shall be maintained free of oil, grease, and other slipping hazards.
- Workers shall maintain their body's center of gravity between the side rails at all times while working from a ladder. In addition, workers shall avoid work from a ladder that involves significant pushing, pulling, or any action that may dislodge the person from the ladder.
- The top two steps of a step ladder shall not be used as steps. This requirement does not apply to step ladders with three steps or less or to step ladders with a guard rail-equipped work platform at the top.



## 18.0 SCAFFOLDING:

- Scaffolds or elevated platforms shall be constructed, maintained, and used in accordance with the applicable regulations and company standards.
- Contractor shall ensure that a Competent Person is assigned to supervise scaffold erection, dismantling, alteration, and movement.
- Contractor shall ensure that all scaffold materials and planking are thoroughly inspected for defects prior to use.
- Where there is a hazard to workers working below an elevated scaffold, toe boards shall be in place.
- Climbing or working from the handrail, mid-rail, or brace members of the scaffolding is prohibited.

## 19.0 FALL PROTECTION

- Definitions:
  - a) Fall Protection Competent Person – A person who is knowledgeable of:
  - b) The fall hazards at the worksite;
  - c) Correct procedures for assembling, maintaining, disassembling, and inspecting fall arrest equipment; and
  - d) The operation of guardrail systems, Personal Fall Arrest Systems (defined below), warning line systems, safety monitoring systems, and other protection to be used.
  - e) Personal Fall Arrest System – A system used to arrest a person in a fall from a working level at height. It consists of an anchorage, connectors, and body harness. It may include a lanyard, deceleration device, lifeline, or combination of these.
- A Personal Fall Arrest System shall be worn:
  - a) On work surfaces where potential drop is greater than 6 feet (1.8 meters).
  - b) When working on unfinished structures greater than 6 feet (1.8 meters) in height where the work surface is without guardrails, toe boards, or gated access ladders;
  - c) When working on areas within 6 feet (1.8 meters) of the edge of a work surface greater than 6 feet in height or within 6 feet of any unguarded opening, skylight, service duct, stairwell, or elevator shaft on a roof or unfinished level of a structure;
  - d) When working along unguarded locations at the edge of a well, pit, shaft, excavation, trench, or similar location 6 feet or more in depth when the excavation is not readily seen because of plant growth or other visual barrier;
  - e) Whenever deemed necessary by a safety officer.



- Contractor shall inspect all components of a Personal Fall Protection System before each use and replace if necessary. Fall protection equipment that has been subjected to impact loading shall be immediately removed from service and shall be inspected by the manufacturer before reuse or destroyed and replaced.
- Contractor shall ensure that components of a Personal Protection System are free from defect such as cuts, tears, abrasions, mold, undue stretching, missing or degraded stitching, alterations, or additions that might affect its efficiency. Contractor shall also inspect for damage due to chemical exposure, deterioration, distorted hooks, or faulty hook springs, loose or damaged mountings, non-functioning parts, wearing, or internal deterioration in the ropes or webbing.
- Contractor shall follow the manufacturer's recommended procedures for fitting, adjusting, using, inspecting, testing, and caring for fall protection equipment.
- A Personal Fall Arrest System shall not be used as a primary suspension device for positioning, or as a retrieval system, or for transporting materials.
- Contractor shall evaluate the compatibility of all fall arrest systems and anchorage points prior to use.
- Contractor shall calculate tie-off distances accurately to limit a fall to a maximum of 6 feet, considering lanyard elongation, Work position, proximity to fall area, and the location of fall hazards. The anchorage and tie-off points should be located to avoid obstructions in the potential

## **20.0 CHEMICAL SAFETY**

- NPL uses a variety of chemicals that Contractors may encounter. NPL maintains MSDS's for these chemicals. Contractors may request a copy of any/all MSDS's for chemicals to which they are (or may be) exposed by contacting their NPL contact.
- Use of NPL chemicals by a Contractor for any purpose must be authorized in advance by the NPL contact.
- A current MSDS must be readily available and maintained by the Contractor for all chemicals brought onto NPL premises.

## **21.0 HAND TOOLS**

- All hand tools, including portable electrical tools, and other equipment brought onto NPL premises must be in safe condition. NPL reserves the right to prohibit the use of defective tools, ladders, etc. and dictate the removal of defective equipment.

## **22.0 CRANES AND HOISTS**

- NPL owned Overhead Cranes and Hoists are not to be operated by Contractors unless they receive advance authorization from the NPL contact.
- Upon authorization, only Contractor Employees for whom the Contractor has provided training sufficient to meet the standards for cranes and hoists (including applicable licensing) will be allowed to operate this equipment.



- Contractor owned Cranes and Hoists must be operated under the requirements of Safety Standards for Overhead and Gantry Cranes and Monorail Systems. This includes training/licensing requirements, equipment inspection, and safe equipment operation requirements.
- Any crane, hoist or rigging system that is not safe to operate must be tagged out of service and not operated until repaired/serviced.

### **23.0 HOUSEKEEPING**

- Job site housekeeping is the contractor's responsibility and the job site must be as clean and orderly as possible while work is being performed. Good housekeeping practices are of utmost importance in preventing injuries.
- DO NOT LITTER. Contractors are responsible to keep the work area(s) in a neat and orderly condition at all times. All material must be cleaned up as the job progresses.
- All roadways, passageways, and operating areas must be kept clear at all times

### **24.0 WASTE DISPOSAL**

- Proper identification of waste generated during work on-site is critical. All wastes must be segregated and managed according to applicable regulatory requirements.
- The Contractor is responsible for the removal of any waste generated.
- It is the responsibility of the Contractor to ensure proper waste management practices while performing services for NPL. Prior to any work, the Contractor will assess what wastes will be generated and communicate to the NPL contact any hazardous, non-hazardous, universal or construction wastes that will be generated and the methods that will be used to collect, manage, and dispose of these wastes.
- Discharge of any material onto the ground is strictly prohibited by State/National Laws and NPL HSE policy. If any spill/discharge occurs, report it immediately to your NPL Contact (i.e. leak from truck of oil, gas, or product being transported).
- Any questions regarding proper classification and/or disposal of wastes generated must to be brought to the attention of your NPL contact.

### **25.0 ROOF WORK**

- The portion of a roof where Contractors are working must be kept free of slippery conditions.
- All roof work performed on NPL premises must be conducted in accordance with Safety Standard for Fall Protection.

### **26.0 RIGGING**

- All rigging must be done in accordance with applicable regulations.

### **27.0 OVERHEAD WORK**

- Contractor shall ensure that workers are trained to recognize the hazards of working around overhead utility lines and how to minimize the chance of contact.



- Contractor shall take precautions to ensure the safety of workers and ensure the integrity of the existing overhead utility lines.
- Contractor shall conduct a hazard assessment to identify and mitigate hazards prior to working around overhead utility lines. The hazard assessment shall include the following:
  - Identifying all overhead utility lines (on or off the worksite) that may be impacted by the Work;
  - Verifying that appropriate signage and visual warning devices are installed to alert workers to the hazards;
  - Clearly marking or otherwise restraining all lifting or boom-type equipment to show the maximum height or extension possible as measured from ground level or to limit the maximum limit of extension, respectively; and
- Using adequately trained and dedicated spotters at locations where equipment and vehicles pass or work under or around utility lines.
- Physical barriers: Non-conductive, highly visible devices (e.g., goal posts, barricade tape) set outside the limits of approach (limits shall vary by jurisdiction, land restriction, and voltages) on both the coming and going away sides.
- Site-specific controls prescribed and authorized for use by the utility owner (e.g., shielding, de-energizing, bonding, insulating).
- Keep all equipment attachments in the lowest possible position when traveling under overhead utilities.
- Use dry tag lines made of a nonconductive type material when working near energized lines.
- All ladders used around power lines shall be made of non-conductive materials;
- Use only non-conductive chokers, slings, and lifting devices during material handling activities;
- Keep materials bonded at all times when transporting conductive loads, (e.g., pipe, air compressor, pumps) in the proximity of high voltage lines.
- All overhead work must be conspicuously barricaded or otherwise marked to prevent anyone from walking or driving under the work area.
- Overhead work creating sparks requires a Hot Work Permit.
- Overhead work creating falling debris requires additional protection for personnel and equipment that may be affected by the falling debris
- All scaffolds must have full flooring within the frame, with cleats, toe boards, and railings and meet BIS requirements.

## **28.0 ELEVATED WORK**

- General: When working overhead, Contractor shall protect people below. Contractor shall ensure that tools, materials, and equipment subject to falling from height are adequately secured before Work is



performed. Tools and materials shall be handed up or down, but never thrown. When it is necessary to hoist tools with a rope, exercise care to ensure the tools are securely attached to the line or loaded into a container and there is no danger of them being dropped.

**29.0 WORK ZONE TRAFFIC CONTROL**

- If a Work activity is conducted on or near a road, Contractor shall comply with all applicable regulations.
- Contractor shall provide all signs, barriers, flaggers, and other notification necessary to protect its workers and the public from damage, injury, or loss. Barricades at public areas (e.g., road crossings) shall have flashing lights/ reflective during hours of darkness.
- All work conducted in on or near a road at night requires the use of high visibility traffic vests.

**30.0 PENALTY SYSTEM**

- On non-compliance of PPEs and other safety instructions, following penalties will be imposed on the contracting agency as per below mentioned violations. The amount towards the violation shall be deducted from monthly bill of the contracting agency.

S.No.	Violation	Penalties
1	Non-use of any of PPE like Safety Helmet with chin strap, Safety shoes by individuals	1 <sup>st</sup> - Rs100/instance 2 <sup>nd</sup> - Rs 500/Instance 3 <sup>rd</sup> –Cancellation of gate pass
2	Non-use of Full body Harness at height	
3	Repetition of violation by employees of same contractor within a week	
4.	Over speeding or wrong side driving	
5.	Non reporting of accident	
6.	Working without work permit	
7.	Non-use of proper tools & tackles i.e. Cutting torch without Flash back arrestor at both ends, grinder without Guard, Lifting tools and tackles without certification etc.	
8	Allow to work on visitor pass	
9	Overloading during material handling	
10	Smoking at workplace	
11	Non-use of PPE's as per the job requirement.	

**IN CASE AGENCY OR INDIVIDUAL IS A FREQUENT DEFAULTER, A RED MARK SHALL BE RECORDED IN HIS PERFORMANCE RECORD & THE AGENCY SHALL BE BARRED AND BLACK LISTED FOR REPETITIVE NON COMPLIANCES ON FRONT OF SAFETY.**



### **31.0 ACCIDENT REPORTING AND INVESTIGATION**

- The Contractor must immediately report any injury, illness, or near miss that occurs at NPL premises to the NPL contact.
- The information related to the incident must be provided to NPL contact as per the NPL Incident reporting and investigation Procedure.

### **32.0 GENERAL RULES TO FOLLOW**

- Always store materials in a safe manner. Tie down or support piles if necessary to prevent falling, rolling, or shifting.
- Dust scraps, oil or grease should not be allowed to accumulate. Good housekeeping is a part of the job.
- Trash piles must be removed as soon as possible. Trash is a safety and fire hazard.
- Remove or bend over the nails in lumber that has been used or removed from a structure.
- Immediately remove all loose materials from stairs, walkways, ramps, platforms, etc.
- Do not block aisles, traffic lanes, fire exits, gangways, or stairs.
- Avoid shortcuts – use ramps, stairs, walkways, ladders, etc.
- Standard guardrails must be erected around all floor openings and excavations must be barricaded. Contact your supervisor for the correct specifications.
- Do not remove, deface or destroy any warning, danger sign, or barricade, or interfere with any form of protective device or practice provided for your use or that is being used by other workers.
- Get help with heavy or bulky materials to avoid injury to yourself or damage to material.
- Keep all tools away from the edges of scaffolding, platforms, shaft openings, etc.
- Do not use tools with split, broken, or loose handles, or burred or mushroomed heads. Keep cutting tools sharp and carry all tools in a container.
- Know the correct use of hand and power tools. Use the right tool for the job.
- Know the location and use of fire extinguishing equipment and the procedure for sounding a fire alarm.
- Proper guards or shields must be installed on all power tools before use. Do not use any tools without the guards in their proper working condition. No “homemade” handles or extensions (cheaters) will be used!
- All electrical power tools (unless double insulated), extension cords, and equipment must be properly grounded.
- All electrical power tools and extension cords must be properly insulated. Damaged cords must be replaced.
- Do not operate any power tool or equipment unless you are trained in its operation and authorized by your firm to do so.
- All electrical power equipment and tools must be grounded or double insulated.
- Use tools only for their designed purpose.



## **UNDERTAKING**

I have read, understood and agree to comply with all the requirements as set out within this Contractor Safety Manual. I understand, it is my responsibility to brief all employees under my supervision on all safety requirements included in the manual and abide by the guidelines, site specific rules & protocols as mentioned.

**Contracting Agency Name:**

**Stamp & Signature:**



Date:

Contact Number (Mob):

---

NPL Purchase Department:

Date:

---

Thank you for taking the time to read and understand the stipulations required to carry out work for NPL.

---

Please return this signed undertaking to:

Purchase Department

Nabha Power Limited

PO Box No. 28

Village Nalash

Rajpura

## Annexure-8

### **PERMANENT GATE PASS APPLICATION FORM** **CONTRACT WORKERS**

Ser No. \_\_\_\_\_

NAME OF CONTRACTOR : \_\_\_\_\_

NAME OF SUB CONTRACTOR : \_\_\_\_\_

NAME OF THE CONTRACT WORKER : \_\_\_\_\_

PHOTO  
DULY  
STAMPED

DESIGNATION : \_\_\_\_\_ AGE \_\_\_\_\_ GENDER : M/F

FATHER/HUSBAND NAME : \_\_\_\_\_

IDENTIFICATION MARKS : \_\_\_\_\_

WORK AREA : \_\_\_\_\_ POLICE VERIFICATION: YES/NO

MEDICAL FITNESS VALID UPTO : \_\_\_\_\_

SAFETY TRAINING VALID UPTO : \_\_\_\_\_

<b><u>PRESENT ADDRESS</u></b>		<b><u>PERMANENT ADDRESS</u></b>	
VILLAGE		VILLAGE	
POST OFFICE		POST OFFICE	
TEHSIL		TEHSIL	
DISTRICT		DISTRICT	
STATE		STATE	
PIN CODE		PIN CODE	
CONTACT No.		CONTACT No.	

### **UNDERTAKING**

I, the undersigned certify that the details furnished above are correct & true to best of my knowledge. I take the complete responsibility for the conduct and behaviour of the said person engaged by me during work at NPL site. I will follow all Safety & Security Rules & Procedures while working at NPL site. I am aware that loss/non return /misuse of this Gate Pass shall make us liable for penalties as decided by the NPL authority.

\_\_\_\_\_  
SIGN/THUMB IMPRESSION  
OF APPLICANT

\_\_\_\_\_  
SIGN OF SUB CONTRACTOR

\_\_\_\_\_  
SIGN OF CONTRACTOR

## DOCUMENTS REQUIRED FOR CONTRACT WORKER'S GATE PASSES

### 1. For Permanent Gate Pass, the following documents are required:

- (a) **Requisition** by contractor for issuing the Permanent Gate Pass (duly signed by the NPL HOD under whose department / BU the work is being executed).
- (b) 3 latest **Photographs** (Passport Size (Coloured))
- (c) Copy of **ID Proof** of respective worker/s (Aadhar Card / Voter ID card / Driving License / Passport).
- (d) Copy of **Medical Fitness Certificate** (from NPL OHC).
- (e) Copy of **Safety Training Certificate** by Safety Department with validity dates.
- (f) **Police Verification** Form.

2. If, contractor is deploying **20 or more person on any day of the preceding twelve months**, he will have to apply to NPL for **Labour License** (as per Contract Labour Regulation & Abolition Act, 1970), before start of execution of work. **Form V** shall be issued to contractor for getting the same.

**Note:** Contractor will have to show all original documents like WC Policy, ESIC Certificate Medical Fitness Certificate, ID Proof etc. before submitting the copy for getting the Gate Pass.