



Nabha Power Limited

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

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SERVICES FOR COAL SAMPLING & QUALITY ANALYSIS AT NABHA POWER LIMITED

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Definitions

"Authorized Signatory" shall refer to the person/ persons and organizations who/which have been so authorized by the Bidder to represent them in respect of the Bid submitted, duly notarized and submitted as per Annexure VI.

"Accreditation/ Accredited Laboratory" bidder shall have at least one lab accredited to National Accreditation Board for Testing and Calibration Laboratories (NABL) for conducting coal analysis as specified in the Scope of Services.

"Bidder/Bidding Company" shall mean a company duly incorporated under the relevant laws of India and making the Bid. For a Bidder incorporated outside India and not having establishment in India, prior consent of NPL is required to participate in the Bid.

"Bid Document" shall mean the documents such as Notice Inviting Tender (NIT), bid documents – including Technical, Commercial, Price Bid and other formats along with Draft Contract, being issued to the Bidders.

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

"Coal" shall mean Non-coking Coal as per the Bid Document and supplied to Nabha Power Limited/ as required by the context.

"Contractor(s)"/ shall mean the Successful Bidder(s) with whom Contract has been entered into by Nabha Power Limited and shall include legal representative of such individual or persons composing a firm or a company or the successors-in-interest and permitted assignees of such individual, firm or company, as the case may be for performing activities defined as per Clause 6.0, Scope of Work.

"Subcontractor(s)" shall mean a agency appointed by successful bidder to render obligations in full / part of work scope under the contract is not permitted and in case of exigencies contractor would would require prior approval of NPL (Engineer In-Charge).

"Contract/ Service Order/Purchase Order" shall mean the formal agreement executed between Nabha Power Limited and the Contractor/ Service Order (SO)/Purchase Order (PO) issued by NPL to the Contractor for performing activities defined as per Clause 6.0, Scope of Work with the terms and conditions mentioned therein including the Bid as accepted by Nabha Power Limited, specifications, scope of work, billing schedule/ schedule of quantities with rates and amounts, etc.

"Contract Performance Guarantee" shall mean Bank Guarantee as required by this Bid document.

"Letter of Intent (LoI)" of the Bid shall mean the official communication issued by Nabha Power Limited notifying the Successful Bidder(s) about acceptance of its Bid. NPL may issue PO/SO without going through the stage of LoI.

"MT/ Ton/ Tonne" means Metric Tonne which is equivalent to 1000kg. MTPA refers to Million Tons per Annum.

"Party" shall mean either NPL or the Contractor.

"Parties" shall mean NPL and the Contractor collectively.

"Power Plant/NPL Power Plant/ Rajpura Power Plant/Plant" shall mean 2 X 700 MW thermal power plant of Nabha Power Limited at Rajpura, in the state of Punjab.

"Price Bid" shall mean the proposal submitted by the Bidder giving details of the price part/rates as per the format given in Annexure III of the Bid Document.

"Qualified Bidders" shall mean the Bidders short-listed based on the qualification requirements specified as per Clause 1.0 in the Bid Document for further evaluation as per the Bid Document.

"Scope of Work" shall mean entire scope related to collection and testing of samples, witnessing/supervising collection and testing of samples; including associated and incidental activities as applicable.

"Successful Bidder" shall mean the eligible Bidder invited by Nabha Power Limited for entering into Contract for performing activities as spelt out in the Bidding Document.

"Taxes" means all applicable taxes, levies, imposts, cesses, duties and other forms of taxation which may be payable by the Contractor in accordance with Applicable Laws.

"Written Notice and serving thereof" shall mean a notice or communication in writing and shall be deemed to have been duly served within 48 hours of dispatch if sent through Speed Post/ Courier/ fax, or within 2 hours of its dispatch if sent by e-mail and confirmed by fax to the last business address known to him who gives the notice. This also will include notice posted on NPL website followed by communication to the Bidder by Fax and/or e-mail.

Notes:

- i) When the words "Approved", "Subject to Approval", "Satisfactory", "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 person(s) authorized for the purpose.
- ii) The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
- iii) Terms and expressions not defined herein shall have the same meanings as are assigned to them in: 1. Indian Sale of Goods Act, 2. Indian Contract Act, 3. General Clauses Act in the order of priority indicated.
- iv) 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.

It may be noted that material features of the proposed Contract/Service Order are captured in the Bid Document. While care is taken to make the document as exhaustive and comprehensive as feasible, any inadvertent omission will be construed to be as per prudent business practices.

General Information

Nabha Power Limited (a wholly-owned subsidiary of L&T Power Development Limited) has successfully commissioned 2X700 MW Super Critical Thermal Power Plant at Rajpura, Punjab. Both Units are in operation.

Coal for this super critical power plant is being primarily sourced through Linkage from SECL. FSA is executed for 5.55 MTPA ROM coal. Coal is being washed through various washeries in Chhattisgarh state.

Coal is also sourced from alternate sources (imported and domestic). Imported coal is primarily loaded from ports on West Coast of India.

NPL is proposing to engage reputed and competent Contractors to carry out sampling and testing of coal, received at Nabha Power Limited and coal feed to its Coal Bunkers of units including associated activities and documentation.

1. Qualification Requirements:

S No.	Criteria	Evidence		Weightage
		Relevant Document	Availability (Yes / No)	
1	Inspection agency(IA) should have executed similar experiences of coal sampling and testing at plant receipt end and feed coal at same location, for minimum two power stations of capacity more than 500 MW unit size, for which satisfactory customer feedback form to be submitted.	PO Copy & Customer feed back signed copy		60%
2	Registration with IFIA (International Federation of Inspection Agency).	Certificate copy		10%
3	Certification to ISO 9000, 18000 & 17020 & 17025 standards.	Certificate copy		10%
4	Successful participation in Proficiency testing programme with Internationally reputed testing laboratories.	Result certificate		10%
5	Recognition / award being received with regard Best Coal Inspection Agency, during last three years. Evidence to be produced.	Certificate copy		10%
	Total			100%

Note: The compliance to S No.1 is Mandatory for participation in the bid

Marks:

1. Non-Compliance = 1 Mark
2. Partially Compliance = 2 Marks
3. Compliance = 3 Marks
4. High Compliance = 4 Marks
5. Extra Ordinary Compliance = 5 Marks

Selection = First 4 Top bidders will be selected by NPL for further process

1.2. BBU

Indicative quantity is as follows:

S No.	Description	UOM	Rate (Rs)	Amount (Rs)
1	Sampling through auto sampler + sample preparation + Quality analysis of Coal			
1.1	<=30,00,000 MT per Annum	MT		
1.2	30,00,001 - 40,00,000 MT per Annum	MT		
1.3	40,00,001 - 55,00,000 MT per Annum	MT		
1.4	> 55,00,000 MT per Annum	MT		
	Optional Rates:			
1	Total Manual Sampling + Sample preparation + Quality analysis of Coal	MT		
2	Monthly Stock quality assessment of Coal Yard	Month		
3	Ultimate (C,H,N,S,O) Analysis by NABL accredited Lab	Each		
4	Ash Composition - (16-17 Redicals) Analysis by NABL accredited Lab	Each		
5	HGI Analysis by NABL Lab	Each		
6	Sulphur Analysis of Coal by NABL Lab	Each		

Notes:

1. The vendor must provide the progressive rates for the slabs 1.1, 1.2 & 1.3
2. The quantity of Coal received at unloading end will be considered for invoicing irrespective of the fact that sampling/tests to be done at both unloading & feeding end.
3. No Minimum quantity is assured by NPL

1.3. Resolution of Unforeseen Situation

Every possible care has been taken by NPL in preparation of this Bidding Document by considering and including various scenarios and situations. However, there may arise any unforeseen situation which has not been included in the Bidding Document. Each Bidder is deemed to have authorized NPL to consider such situation as and when it arises or is brought to the notice of NPL in a suitable manner considering its obligation to Punjab State Power Corporation Limited (PSPCL)/ Punjab State Electricity Regulatory Commission (PSERC) as well as practical aspects/ good practices.

1.4. Bid Currency

The Bidder shall quote the prices in the INR currency as per Price Bid format provided in Annexure III.

2. Submission of Bids

- 2.1. **Cover A:** shall contain the Price Bid as per Annexure-III, appropriately sealed.
- 2.2. **Cover B:** Covering letter as per Annexure-I, POA; will be opened as a part responsiveness check.
- 2.3. **Cover C:** Signed Copy of all documents (a) Scope of work (b) PO Terms & Conditions (c) Contractor Safety Manual and (d) one pen drive with scanned copies (PDF) of documents as mentioned in qualification requirements.
- 2.4. The Bidder shall sign each page of Bid (all documents) and affix official stamp (all documents). Original certificates if any, should be enclosed in plastic folders to avoid inadvertent signing by Tender committee.
- 2.5. The Price Bid shall be submitted only in Original and no copies of the same shall be submitted.
- 2.6. In the event of discrepancy between "Original" and any copy of the bid, the Original shall prevail.
- 2.7. Bid must be unconditional and non-suggestive. Bid with conditions/suggestive Bids shall be summarily rejected.
- 2.8. The price/rates shall be typed/ printed/written in English only, both in figures and words.
- 2.9. Bidders shall submit their Bids at the following address by the date and time mentioned in Clause A.1.4:
Manager Procurement
Nabha Power Limited
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.
- 2.10. Documents shall be legible. Erasures and other changes shall be initialled by the Authorized Signatory.
- 2.11. The Bidders have the option of sending their Bids either by registered post; or speed post; or courier; or by hand delivery, so as to reach NPL at the specified address by the Bid Due Date as per Clause A.1.4 Bids submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances. NPL shall not be responsible for any delay in receipt of the Bids or in case the Bid Documents are tampered during transit by post/courier. Any Bid received after the expiry of the time specified for receiving the same is liable to be rejected.
- 2.12. **Right To Reject All Or Any Bids**
NPL reserves the right to reject any or all of the Bids received without assigning any reasons. NPL will not be responsible for and will not pay any expenses or losses that may be incurred by the Bidder in preparation of the Bid.
- 2.13. **Validity Of Bids**
The Bids submitted should be valid for acceptance for three month from the date of price bid opening.

3. Opening of Bids and Evaluation Methodology

A. Stages of Evaluation:

A.1.1. Stage-1:

- A.1.1.1. Covers-B shall be opened in accordance with the timelines mentioned in Clause 3.1.4 in the presence of Bidders who wish to remain present and responsiveness check will be carried out. Bids not found responsive will be summarily rejected.
- A.1.1.2. All documents submitted as a part of Bid process is property of NPL and will not be returned.
- A.1.1.3. Thereafter Tender Committee will open Cover-C of the Bidders whose Bids are found responsive and proceed with evaluation of Bids.

The Stage-1 result will be informed to the bidders on 24-Jul-17.

- A.1.2. **Stage-2 (will be applicable for the bidders who qualify the Stage-1):** NPL representatives will make visit to (a) Bidder's site, where currently the bidder is providing Coal Quality Analysis Services both at Feeding & un-loading end and (b) one of the NABL accredited Laboratory to review the processes adopted by the bidder for execution of the contract and tests performed at both the areas

- A.1.3. **Stage-3 (will be applicable for the bidders who qualify the Stage-1):** After completion of all the visits, the bidders will be informed the date of opening of Financial Bid. Bidders will be informed at least 48 hours in advance so that they can plan to be present during price bid opening.

A.1.4. Important Timelines:

Date	Event
15-Jul-17	Publishing of NIT in newspapers and on NPL website
15-Jul-17	Availability of Bid Document on NPL website (10.00 AM)
18-Jul-17	Last date for downloading of Bid Documents from NPL Website
18-Jul-17	Last date for receipt of comments/suggestions
19-Jul-17	Issue of revised document/ changes /clarifications
22-Jul-17	Bid Submission Due Date at 13:00 Hrs at NPL Plant, Rajpura
22-Jul-17	Responsiveness check in the presence of Bidders @ 14:00 Hrs at Rajpura Thereafter Opening of Non-financial Bids whose Bids have been found responsive.
24-Jul-17 to 2-Aug-17	Visits to Bidder's O&M Site and NABL Accredited Lab
4-Aug-17 to 5-Aug-17	Opening of Price Bids at 15:00 Hrs at Rajpura (<i>depending upon number of Bidders and time taken for Tech Evaluation</i>) in the presence of the Bidders.
	Selection of Successful Bidder and issue of LoI/ Awarding of Contract

Note: NPL reserves the right to amend the above schedule.

B. Basis of Bidding:

- B.1. The Bidder shall quote values in Rupees/MT of service exclusive of Goods & Service Tax (GST) as per the Scope of Work at Clause. No. 6 and other Terms and conditions of the Bid Document, in format at Annexure III.
- B.2. Income Tax payable shall be to the account of the Contractor. Tax at source shall be deducted, as per the relevant rules of Income Tax Act, 1961 or applicable Act, from all payments on account of services provided by Contractor. NPL shall issue valid certificates for the tax deducted at source.

- B.3. The rates of all the items including Coal Quality Analysis and Other Rates will remain firm and binding till the completion of the contract period and are not subjected to any escalation for any reasons whatsoever.
- B.4. **Change of Law:** Any revision / introduction of new taxes, duties, levies by the statutory bodies within the contract period will be paid by NPL extra as applicable. However, in case withdrawn of existing tax and/or duties by the statutory bodies, same will not be paid by NPL from the date of implication.

C. Bid Evaluation Methodology:

- C.1. **Responsiveness Check** – The Cover-B submitted by the Bidders will be evaluated for “Responsiveness”, meeting requirements as under:
- C.1.1. Submission of Covering Letter in specified format (Annexure I).
- C.1.2. Submission of Power of Attorney in favour of the Authorized Signatory as per specified format (Annexure VI).

- C.2. **Evaluation for Qualification:** Nabha Power Limited reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and request for any additional information and documents including details of work orders from end users and copies of invoices as required to establish representations made by the Bidder, in which case the Bidders are required to furnish the same. Nabha Power Limited reserves the right at its sole discretion to contact the Bidder’s bank and Parties/project references and verify the Bidder’s information and documents for the purpose of qualification. In such a case, Bidder shall co-operate with NPL.

Note: Technical Qualification is strictly based on Bidder’s representation. In case of any misrepresentation the bidder will be disqualified.

C.3. Stage-2 Evaluation (Visits by NPL Representatives):

- C.3.1. NPL representatives will visit vendor O&M sites and NABL accredited labs and will do the internal scoring of the vendors (based on the number of qualified bidders).
- C.3.2. Internal Score to be provided to the vendors as follows:
- C.3.2.1. Rank1 = (Site Visit Score + NABL Visit Score) / 100
- C.3.2.2. Rank2 = (Site Visit Score + NABL Visit Score) / 100
- C.3.2.3. Rank3 = (Site Visit Score + NABL Visit Score) / 100
- C.3.2.4. Rank4 = (Site Visit Score + NABL Visit Score) / 100
- C.3.3. The scoring will be shared while opening of the Financial Bid. The scoring given will not be subjected to any challenge by the bidders

C.4. Stage-3 Evaluation (Price Bid):

- C.4.1. Price Bids of the Qualified Bidders shall be opened in the presence of the representatives of the Bidders who wish to be present and PSPCL representatives, as per the timelines and venue indicated in Clause A.1.4
- C.4.2. Internal Score will be provided to the vendor as follows:
- C.4.2.1. Rank1 = L1 Bidder Amount / Respective Bidder Amount
- C.4.2.2. Rank2 = L1 Bidder Amount / Respective Bidder Amount
- C.4.2.3. Rank3 = L1 Bidder Amount / Respective Bidder Amount
- C.4.2.4. Rank4 = L1 Bidder Amount / Respective Bidder Amount

C.5. Award of Contract:

- C.5.1. The final score of the vendor will be evaluation based on the evaluation of Stage-2 & Stage-3. The Formula is as follows:
Final Score = 0.6 x Stage-2 Score + 0.4 x Stage-3 Score
The bidder who will have the highest Score will be considered for award of contract.

- C.5.2. Decision of NPL regarding the selection of the Successful Bidder will be final and binding on all the Bidders. NPL is not under obligation to declare Bidder with the Highest Score as per S No. 5.5.1. as the Successful Bidders if the same is not in its best interest and can declare any other Bidder participating in the process as the Successful Bidder. NPL also reserves the right not to enter into any Contract against this Bid Document, if the prices quoted/offered are not economical/ beneficial to the overall interest of NPL or higher than expected prices of services. NPL's decision in this regard shall be final and binding on all the Bidders. This may also be subjected to approval by PSERC/PSPCL as applicable.
- C.5.3. Bidders shall abide unreservedly with NPL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances Bidder shall challenge either NPL's decision or its right to make such decision at any time.
- C.5.4. The Successful Bidder shall be bound to accept the LoI/Contract/PO, Failure to do so will be construed as withdrawal of the Bid by the Successful Bidder.

C.6. Negotiations post Price Bid opening

NPL reserves the right for negotiations as per prudent business practices and/or in consultation with PSPCL and as per directions of PSERC (if any). Normally, negotiations are carried out with L1 Bidder. In view of this, **Bidders are advised to quote their lowest prices for each type of service, since Bidders other than L1 Bidder may not get an opportunity to offer revised prices unless prices of L1 Bidders are higher than expected by NPL.**

4. Award of Contract & Contract Performance Guarantee

- 5.1. NPL will release PO/SO on successful Bidder(s).
- 5.2. The successful bidder will submit the Performance Bank Guarantee within 15 days from the award of contract as security for satisfactory performance during the Period of the Contract. In case of unsatisfactory performance, NPL shall invoke the PBG either in full or in part as the situation may require; and the Contractor shall have to submit a fresh PBG or replenish the shortfall amount as appropriate within 2 (two) weeks of such invocation.
- 5.3. If for any reason the Bid of the Successful Bidder is rejected or LOI/PO issued to such Successful Bidder is cancelled, NPL may annul the Bid process; or take any such measure as may be deemed fit at its sole discretion.
- 5.4. NPL at its option may release the Contract /PO/SO without going through LOI stage.

5. Scope of Work

1. Scope of work

- 1.1. Coal sampling by Auto sampler/Manual of receipt and feed coal.
- 1.2. Sample preparation as per BIS or as per SOP.
- 1.3. Sample testing as per IS of receipt and feed coal.
- 1.4. Coal Yard sampling and testing once in a two month.
- 1.5. Proximate Analysis of coal including total moisture.
- 1.6. Fineness analysis of receipt coal.
- 1.7. HGI of coal as and when required.

2. The scope of work for Coal Quality Analysis shall include but not only limited to:

- 2.1. The tentative quantity of the total coal to be handled at NPL is about 6 to 7 million MT per Annum which includes receipt and feed coal both.
- 2.2. The coal shall arrive at site through rail wagons. Unloading shall be done through wagon tippler at NPL coal handling plant.
- 2.3. Road transportation through trucks in extreme exigency cannot be ruled out. The vendor must have capability to carry-out manual sampling as per BIS standards. For trucks, the gross sample shall be derived from a heap made by Coal received truck coals in preceding day.
- 2.4. NPL has mechanical automatic samplers at receipt end as well as feed end which collect the samples as per frequency set, process the sample and finally delivers a sample size of 12.5 mm in a set of four container/drum each of capacity 75 liters. The gross sample collected from one set shall represent one rake.
- 2.5. The daily frequency for rake arrival is approximately four per day. However this may vary time to time.
- 2.6. Every rake has to be individually sampled and collected sample sealed properly.
- 2.7. Before starting unloading, the vendor shall give clearance to CHP control room regarding clean and empty containers are placed.
- 2.8. The collection of sample from these containers, their transportation to coal sample preparation room and further to Chemical lab for analytical evaluation, shall be within the scope of this contract.
- 2.9. The Gross Sample collected will be divided into two portions. One portion (one fourth of the Gross Sample) called Part-1 will be used for analysis of Total Moisture and the other portion (three fourth of the Gross Sample) called Part-2 for Proximate Analysis and determination of GCV on Equilibrated basis.
- 2.10. The Part-2 Sample shall be jointly reduced into laboratory sample (212micron) on the date immediately following the date of collection. The final laboratory samples will be divided into two parts viz. Set-I and Set-II (each of weight at least 1.0 kg)
 - 2.10.1. Set-I shall be used for joint analysis of ash, moisture and GCV as per BIS standards IS 1350 Part 1-1984 and IS 1350 Part-II-1970 as applicable.
 - 2.10.2. Set-II shall be kept under joint seal as stand-by sample in the safe custody for a period as decided in the contract.
- 2.11. The ADB reports are to be converted in to "As-received basis "only and Equilibrated basis as per above mention reference BIS standards.
- 2.12. A final compiled report is to be made as per format available in the above mentioned BIS standards. However NPL shall have the right to approve the final reporting format and that shall be binding on the vendor. No change in the certificate may be allowed without NPL concurrence.
- 2.13. The reporting shall be done through email.
- 2.14. All the tools and tackles require for sample collection like showers etc. shall be in vendor scope.
- 2.15. The vendor shall arrange for polythene bags, containers for storage of samples confirming to specifications as per above mentioned BIS standards.
- 2.16. The party shall maintain proper documentation pertaining to all major activities like date and time of sample start, collection, preparation etc.
- 2.17. Though BIS standards shall generally be followed for all activities (sampling, sample preparation and testing); but NPL at its sole discretion may choose to follow ASTM or ISO standards also. This change may be even on rake to rake basis as well. Vendor will adhere to the changes, if proposed by NPL.
- 2.18. Any other test if required to be carried out by NPL management at site laboratory to be carried out by bidder on additional cost basis.

3. Manpower required: Indicative only: Site in charge/ analyst/ supervisor / samplers are required to carry out the coal sampling and testing process. The tentative manpower requirement is hereunder:

- 3.1. Site In charge (Overall responsibility of site co-ordination and supervision of sampling and testing)
 - 3.1.1. General Shift = 1 No
- 3.2. Chemist/Analyst (Responsible for carrying out all testing procedures)

- 3.2.1. General Shift = 2 Nos
- 3.3. Supervisor (Responsible for sampling preparation as per SOPs)
 - 3.3.1. Operator / Analyst = 2 Nos each in A, B & C Shift
 - 3.3.2. General Shift = 2 Nos
- 3.4. Semi-skilled man power / Samplers (for sample handling, processing and transportation)
 - 3.4.1. Operator / Analyst = 3 Nos each in A, B & C Shift
 - 3.4.2. General Shift = 4 Nos
- 3.5. The General shift persons will be given off as per NPL Holiday Calendar

4. Prescribed Qualifications:

- 4.1. **Site In charge:** B.Sc. /M.Sc. (Chemistry) with 8 years of experience in coal testing activity of capacity not less than 1.0 million MT in a year. He must have knowledge of understanding the coal property of domestic and imported coal. Must be well versed with all standards like BIS/ASTM/ISO. Handling of Bomb calorimeter and other coal testing equipment is mandatory. Knowledge of running maintenance of all rotating equipment of coal is essential. Knowledge of optional test of coal like HGI, Sulphur etc. is required. Up keeping of all records including calibration reports of all equipment shall be handled by site in charge. Raising of invoice, liasoning with NPL official shall be dealt by him only.
- 4.2. **Chemist/Analyst:** B.Sc. /M.Sc. (Chemistry) with 4 years of experience in NABL Accredited coal testing Laboratory of capacity not less than 1.0 million MT in a year. He must have experience in quality analysis of domestic/imported coal following BIS/ASTM/ISO standards. Handling of Bomb calorimeter and other coal testing equipment is mandatory.
- 4.3. **Supervisor:** Graduate/I. SC. with 04 years of experience in coal sample collection and preparation activity of capacity not less than 0.5 million MT in a year. Must be fully conversant with BIS/ASTM/ISO standards.

Bidder should ensure that Site in charge and analyst must be at least of regular role for 2 years before deputation at NPL. **All the manpower to be rotated on half yearly basis including site in charge is mandatory.** Bidder should ensure that before starting rotation people should be trained in relevant area. Site in charge and analyst must be capable in handling all the coal related equipment during transition phase. The manpower intended to be deployed at site shall be interviewed by EIC and only selected shall be allowed to work at site. The above manpower is indicative however it may vary as per requirement

5. General:

- 5.1. All standard operating procedures shall be followed to ensure the quality and any deviation to be reported and corrected in time so that neither quality is compromised nor any equipment is endangered.
- 5.2. The operating procedures have to be prepared in accordance with OEM manuals as per NPL formats and have to be vetted by EIC.
- 5.3. All testing are to be done as per IS and the same procedure needs to be submitted in the form of standard operating procedures, SOPs.
- 5.4. All chemicals required for operation will be in NPL scope.
- 5.5. Damage of the equipment / glassware will lead to penalization on contractor account.
- 5.6. Contractor shall maintain proper log sheets and log books as per NPL approved formats for proper records and the same needs to be produced from time to time.
- 5.7. Housekeeping of the plant is to be ensured along with the upkeep of the equipment.
- 5.8. Equipment isolation and coordination with NPL maintenance team is the responsibility of the vendor.
- 5.9. NPL adopts benchmark standards for work practices and safety, and adherence to them especially established Safety work permit in every activity shall be contractor's primary responsibility.
- 5.10. All activities except coal testing shall run on 24x7 hours basis (A, B and C shifts).
- 5.11. Safe operation needs to be ensured by the contractor. Good uniform and personal protective equipments will be in the scope of contractor. PPE required: gloves, goggles, PVC suit, white apron (for Lab Analyst), shoes, ear plugs and helmet.
- 5.12. The vendor shall have to provide separate and dedicated shift mobile connection to the Site In-Charge / Analysts / Supervisors.

- 5.13. The vendor shall remain committed to assigned duties even during emergencies like strike, lockout and other natural calamities and shall assist NPL resources as & when directed.
- 5.14. Vendor has to ensure once a quarter, a visit by a technical expert, having sufficient and well expertise in the fields of Coal Sampling and analysis.

6. Scope of work for Monthly Stock quality assessment of Coal Yard: The scope of work under this Purchase Order (PO) shall be the Monthly Stock quality assessment of Coal Yard in strict compliance to the detailed scope of work and PO Terms & Conditions mentioned in this PO. The detailed scope of work is as follows:

- 6.1. The vendor shall collect representative coal samples from the coal heaps as indicated by NPL CHP department. The Sampling to be carried out as per IS 436.
- 6.2. That representative sample shall be analyzed for GCV & Proximate analysis as per IS procedures.
- 6.3. The results shall be submitted as Test Certificates, on heap basis and GCV & Proximate analysis.
- 6.4. The vendor shall have to arrange all support, resources etc. to carry out the complete activity. All consumables, tools & tackles for smoothly carrying out the work will be arranged by vendor.
- 6.5. Testing of coal yard sample to be done at vendor laboratory and result to be submitted within 4 days after sample collection.
- 6.6. The work is to be carried out on monthly basis.

7. Other Conditions:

- 7.1. The present staff deployed at NPL Plant will be 100% replaced by the vendor while taking over the site and the vendor should keep their 100% staff on rotation of six month. In view they must have back up staff to follow the same. The vendor will provide the resumes & details of the staff to be deployed as replacement at least one month prior before the completion of 6 months.
- 7.2. Vendor shall mandatorily implement, Inter lab comparison program, involving its other labs (among which one must be NABL accredited)

6. General Terms of contract

1. Price, Price Basis, Taxes and Duties:

- 1.1. Prices indicated in the BOQ as per *Annexure-III* are inclusive of all costs towards tools, tackles, materials, consumables, as well as sufficient no of skilled / semiskilled / unskilled manpower, which shall be required for ensuring smooth execution of the work.
- 1.2. The Unit Rates indicated in the BOQ of *Annexure-III* is inclusive of all taxes, duties, levies and statutory requirements as applicable as per State Laws, except the Goods & Service Tax (GST). GST shall be paid extra as applicable as per the prevailing rates. The present rate of GST is 18.0%.
- 1.3. Any revision / introduction of new taxes, duties, levies by the statutory bodies within the contract period will be paid by NPL extra as applicable. However, in case withdrawn of existing tax and/or duties by the statutory bodies, same will not be paid by NPL from the date of implication.
- 1.4. The unit prices shall remain firm and fixed throughout the contract period and shall not be subject to any escalation for any reason, whatsoever, except for the revision / introduction of any new taxes duties & levies. Any revision in the Minimum Wages as & when carried out by Government of Punjab & statutory bodies will be borne by the vendor and is already taken into account in the contract unit rates.
- 1.5. No additional overtime (OT) charges will be paid by NPL. All overtime charges, if applicable, will be paid by the vendor and is inclusive in the unit rates mentioned in Annexure-III.
- 1.6. Entry Tax/ Advance Tax is presently Exempted. If applicable, will be paid extra by NPL as applicable.
- 1.7. NPL reserves the rights to change the quantities to any extent on either side required. The unit rates for increased or decreased quantities shall also remain firm and fixed for the extended quantity during the contract period and shall not be subject to any escalation for

any reason, whatsoever.

2. Order Acceptance:

- 2.1. Kindly confirm the acceptance of this contract in writing within 2 days of receipt of this PO. Initiation of activities in line with this PO shall be considered as acceptance of PO.
- 2.2. The Contractor shall also communicate, well in advance before start of work, the details of their Site In-Charge and Security and Safety Inspector, if any, with their signatures, duly verified by the Contractor. This is to facilitate the kick-off meeting and day to day interactions with the Engineer In-Charge of the Contract.

3. Scope of Work understood:

- 3.1. The Contractor hereby accepts that he has understood the scope of work in details including all clauses & specifications of the tender document and confirms that all clarifications in technical aspects, scope of work etc. has been provided to him to his satisfaction.
- 3.2. The contractor confirms that he has visited the NPL site to satisfy himself understanding the formalities of the work other prevalent conditions, facilities available, position of material & labour etc.
- 3.3. No claims on above accounts shall be entertained by NPL for whatsoever the reasons may be.

4. Payment Terms and Invoicing:

- 4.1. 100% payment with 100% service tax, if any, will be made by EFT (Electronic Fund Transfer) against receipt of monthly invoices along with all the required documents and acceptance of work by the Engineer In-Charge.
- 4.2. Following documents should be submitted for payment to Engineer In-Charge given in the Communication clause.
 - 4.2.1. Original Commercial Invoice, manually signed duly verified and accepted by the Engineer In-Charge for payment
 - 4.2.2. Copy of the Wage Register
 - 4.2.3. Copy of the PF Challan indicating the Name and PF Code for each employee, for the preceding month for which the invoice is submitted.
 - 4.2.4. Submission of Performance Bank Guarantee (PBG) equivalent to 10% of the Annual Contract Amount valid for 12 months + 3 months claim period. The BG will be renewed before 2 months from the date of expiry.
- 4.3. The payment will be released within 60 days from the date of receipt of all documents by NPL Engineer In-Charge.
- 4.4. For the prices mentioned in this PO, Income tax TDS and/or work contract tax and/ or any other tax, if applicable will be deducted from Service Provider bills, as per statutory requirements. The necessary certificate shall be issued by NPL at an appropriate time.
- 4.5. The Contract Amount (as per the Annexure-III) is calculated based on the assumption of the quantities. The quantities assumed are only indicative. The payment to the Vendor will be made on the actual quantities executed by the vendor at NPL Site.

5. Testing:

- 5.1. The following tests will be carried out at NPL Site under quality tests:
 - 5.1.1. Proximate:
 - 5.1.1.1. TM: Total Moisture
 - 5.1.1.2. IM: Inherent Moisture
 - 5.1.1.3. Volatile Matter
 - 5.1.1.4. Ash Content
 - 5.1.1.5. Fix carbon
 - 5.1.2. GCV
- 5.2. For the Analysis of sample provided by NPL, the Quality Analysis will be done in the laboratory set up at NPL Site on Free of Cost Basis.

6. Other Terms & Conditions:

- 6.1. **Arrangement for Manpower:** The Contractor will make all the necessary arrangements including To & Fro transportation, Boarding & Lodging, Local Conveyance, arrangement of PPEs etc. for his employees & machinery to be deployed at NPL Site, at his own cost.
- 6.2. **Screening of the Manpower before Deployment at Site:**
 - 6.2.1. The screening of the Manpower will be done by NPL before deployment at NPL Site.
 - 6.2.2. Screening will be done by NPL within 24 hours from the date of deployment of manpower at NPL Site.
- 6.3. **Attendance System:** The attendance of the Deployed Manpower will be done on Biometric basis. The Biometric Attendance Machine will be provided and installed by NPL.
- 6.4. **Canteen Services:** Canteen services will be provided to the vendor on chargeable basis.
- 6.5. **Office Infrastructure:** NPL will provide the existing lab facility with infrastructure to the vendor for usage. For additional usage space will be provided to the vendor for construction of Site Office. The construction, furnishing, maintenance of Office with all infrastructures including IT will be arranged by the vendor at his own cost.
- 6.6. **Rechecking Of Test Results:** If NPL wants to re-check the results by any other NABL accredited laboratory and appoints the Vendor to witness the test on NPL behalf, the to & fro travel charges by AC-II Tier, boarding & lodging of the same will be borne by NPL at actuals.

7. Mobilization Period and Completion Period:

- 7.1. **Mobilization Period:** 100% mobilization of manpower/machinery will be completed within 21 days from the date of issue of LOI.
- 7.2. **Contract Period:** The contract duration will be for 24 Months
- 7.3. The contractor should strictly adhere to the schedule. In case any delay is anticipated, the Contractor shall notify the Purchaser in writing immediately explaining the cause of delay and arrangement for recovering the delay.

8. Liquidated Damages:

- 8.1. In case of any failure whatsoever towards timely mobilization of 100% resources, the contractor shall be liable to pay to the owner liquidated damages, and not by way of penalty, an amount calculated @ 0.5% of the monthly basic amount for per week of delay or part thereof, subjected to maximum of 5% of the basic contract amount.
- 8.2. The owner shall have the right to deduct the liquidated damages from any amount due or becoming due.
- 8.3. Payment or deduction of liquidated damages shall in no way relieve the supplier from completing the works and discharging all its other obligations under this purchase order

9. Penalty Clauses:

- 9.1. At any instance of deliberate negligence towards execution of job as per instructions of NPL Engineer In-Charge (or) Standard Operating Procedures "SOP", a penalty of Rs 1000.00 shall be imposed per instance.
- 9.2. Breakage/damage of any equipment / glassware or any other NPL property shall invite a penalty as per actual value.
- 9.3. For any minor/major lapses in safety, NPL HSE department and/or EIC shall issue a warning letter and allow a minimum of 10 days compliance period, failing to which a penalty shall be levied as prescribed by Head HSE.
- 9.4. The owner shall have the right to deduct the Penalty from any amount due or becoming due.
- 9.5. Payment or deduction of Penalty shall in no way relieve the contractor from completing the works and discharging all its other obligations under this purchase order.
- 9.6. The vendor confirms that the Penalty amount calculated above is correct estimate and hereby agrees for the same.

10. Communication - Engineer In Charge (EIC): All correspondences including Invoicing pertaining to this Purchase Order shall be to the attention of:



11. Definition:

- 11.1. Owner / NPL: M/s Nabha Power Limited, Rajpura, Punjab.
- 11.2. Vendor / Contractor: M/s _____
- 11.3. Either Party: Jointly NPL and Vendor / Contractor

12. Suspension Of Work:

- 12.1. NPL reserves the right to suspend and reinstate execution of the whole or any part of the works without invalidating the provisions of the contract. Orders for suspension or reinstatement of the works shall be issued by the Engineer to Contractor in writing. The time for completion of the works shall be extended for a period equal to duration of the suspension.
- 12.2. NPL however, shall not be responsible for any liabilities if suspension or delay is due to some default on the part of Contractor or their sub-contractor or any agencies outside the control of the Owner.

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

- 13.1. Contractor's performance is found to be not as per the standard accepted norms or under any non-compliance of acceptance criteria
- 13.2. Contractor is adjudged bankrupt or insolvent, has a receiving order issued against it, makes a general assignment for the benefit of its creditors, or, if Contractor is a corporation, 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 Contractor takes or suffers any other analogous action in consequence of debt; Contractor assigns, subcontracts or transfers the Contract or any right or interest therein other than in accordance with the Contract.
- 13.3. Contractor, in the judgment of the Owner has engaged in Corrupt 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 Contractors (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.
- 13.4. Disregards or violates any material Laws, policies, Permits or clearances
- 13.5. Delays in executing the Contract results in reaching cap of Liquidated Damages due under the terms of the Contract.
- 13.6. Commits a breach of the Contract
- 13.7. Abandons, ceases its performance of the Work or repudiates the Contract
- 13.8. Persistently fails to timely correct Defects and deficiencies in accordance with the terms of the Contract
- 13.9. Fails to pay to NPL any material amount due not otherwise disputed in good faith to the Owner by the date required for such payment
- 13.10. Fails in co-ordination with other Contractors working in the same or adjacent projects
- 13.11. Fails to comply with statutory requirements.
- 13.12. Termination for convenience: Either Party can terminate the contract with notice period of Three (3) Months without any financial implication. In case of such termination NPL shall not be responsible for any payment whatsoever, except for the payment of Contract Price for the work completed and accepted by NPL.

14. Force Majeure:

- 14.1. Force Majeure means any circumstances beyond the control of the Contractor or the Owner, as the case may be, which substantially affect the performance of the Contract, such as but not limited to:
 - 14.1.1. natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics, storm & lightning substantially affecting Work;
 - 14.1.2. acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, nationalisation, confiscation;

- 14.1.3. accidents such as fire and explosions;
- 14.1.4. strikes or industrial disputes (which are not related to the breach of agreement with the employees by either Parties), and sabotage.
- 14.1.5. riots, civil commotion, insurrection, act of terrorism, belligerence, hostilities, revolution provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.
- 14.2. The Contractor or the Owner shall not be liable under the Contract for delays in performing his obligations resulting from any Force Majeure event. The Scheduled Completion Period shall be extended by a reasonable time.
- 14.3. With the occurrence of a Force Majeure, the Owners shall not withhold payments due under this Contract, unless the modus operandi of the payment is affected by such Force Majeure.
- 14.4. 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
- 14.5. The parties hereto shall consult with each other and take all reasonable steps to minimise the losses of either party resulting from Force Majeure. In case of strike or lockout, the Contractor shall, as soon as possible, give written notice thereof to the Owner or the Engineer, but the Contractor shall nevertheless constantly endeavour to prevent delay and shall do all that may reasonably be required to the satisfaction of the Owner or the Engineer to proceed with the Works.

15. Statutory Compliance: The contractor shall be responsible to comply with all the necessary statutory compliances including but not limited to Provident fund, Workman compensation policy, Labour Act etc. as applicable under the laws of India and the state of Punjab. The Contractor shall produce all the necessary documents on demand from NPL.

16. Contractor's Labours and Compliances:

- 16.1. It is clearly understood and accepted by both parties that this agreement and the contract/P.O. between the parties evidenced by it are on principal to principal basis and nothing herein contained shall be constituted or understood as constituting either party the agent or representative of the other under any circumstances.
- 16.2. The Contractor/Contractor shall be responsible for payment of compensation/salary/wages of the persons nominated by them for execution of the work under the given contract. The supervision and control of such persons shall be with the contractor/contractor. There will not be any relation of employer-employee between NPL and such persons. The vendor hereby confirms that any time during the contract period and after the contract period the manpower deployed by the vendor is not entitled to and will not claim any employment with NPL.
- 16.3. The contractor/contractor agrees to comply to all relevant laws/statutes, like Employees' Provident Fund Act, Employees' State Insurance Act, Workmen's Compensation Act, Building and Construction Workers Act, etc. in respect of the persons engaged/deployed by him for execution of work under the Contract/Purchase Order.
- 16.4. Attendance, Wage and PF Records: The contractor will comply with the following:
 - 16.4.1. Attendance shall be maintained by the Contractor for all his workers.
 - 16.4.2. Wages Register will be prepared as per the attendance.
 - 16.4.3. Payment will be made before 7th of subsequent month as per minimum wages act.
- 16.5. Copy of the wages register along with the PF Challan (indicating Names and PF Code of Workmen) will be handed over to NPL for verification.
- 16.6. Compliance under Welfare of the Employees: The contractor will comply with the following:
 - 16.6.1. Provision of potable drinking water, shelter and toilets separate for males & females, as per laid down legal compliances,
 - 16.6.2. Canteen facilities for 250 or more contract workers,
 - 16.6.3. Crèche facility if 30 or more female employees are working at site,
 - 16.6.4. Strict prohibition against employment of children, below eighteen years of age
 - 16.6.5. Compliance related to health, hygiene and sanitation.

17. Confidentiality: Confidential Information ("Confidential Information") disclosed by either Party under this Contract shall be clearly labelled and identified as Confidential Information by the disclosing Party at the time of disclosure. Confidential Information will also include information which is deemed to be of confidential nature by either Party, even if it is not explicitly stated. 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 investment goals in India. 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:

- 17.1. was known by the receiving Party at the time of disclosure due to circumstances unrelated to this Contract;
- 17.2. is generally available to the public without breach of this Contract;
- 17.3. is disclosed with the prior written approval of the disclosing Party; or
- 17.4. is required to be released by Applicable Law or court order/award passed by any Tribunal.

18. Before Commencement of Work: The Contractor or his Security and Safety Inspector will comply the following on the day, prior to start of the work at NPL Site:

- 18.1. All contract workmen along with him or with his Security and Safety Inspector will report at Main Gate at given time on the first day of work, to enable making of Photo ID Card.
- 18.2. Contractor's Security Inspector will mark attendance, provide uniform and safety equipment as required.
- 18.3. Contractor/ Security Inspector will obtain work permit duly signed by the site in charge in whose department they will be working.

19. Quality, Environment, Health & safety

- 19.1. **Health and Safety:** The contractor will comply with the following:-
 - 19.1.1. The contractor is required to take adequate steps to ensure the safety for his workers or staff employed by him or his sub-contractors and he shall abide by the safety precautions and instructions enforced concerning safety to the plant and personnel at NPL site.
 - 19.1.2. All employees will 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 representative,
 - 19.1.3. Contractor will provide all Safety Equipment and PPEs to all the workmen working at the site, as per the type of work and Safety Guidelines of NPL. In case the contractor fails to provide necessary personal protective equipment to the workers and tools tackles etc. confirming the rules in force and for safe execution of work, the same shall be provided by the NPL Engineer In-Charge in charge of the work on the expenses of the contractor.
 - 19.1.4. Contractor's Security Inspector will ensure all Safety and Health related Compliance are followed at NPL site.
 - 19.1.5. NPL's Site In charge, Safety In charge, HR & Admin representatives are authorized to check for any Safety Violation and will recommend suitable deductions / action against the respective contractor for not complying with Safety Instructions and the respective contractor Security Inspector will take immediate action as directed.
 - 19.1.6. The contractor shall take all necessary safety precaution for his worker working inside the plant premises and shall be responsible for any first aid/emergency treatment and any subsequent treatment for his employee/workmen engaged by him. He shall have workmen compensation policy for all his workmen. He shall abide by all fire, safety and environment policies and statutes of NPL.
 - 19.1.7. The contractor is required to take adequate steps to ensure the safety for his workers or staff employed by him or his subcontractors and he shall abide by the safety precautions and instructions enforced concerning safety to the plant and personnel at NPL site. In case the contractor fails to provide necessary personal protective

equipment to the workers and tools tackles etc. confirming the rules in force and for safe execution of work, the same shall be provided by the company's Engineer in charge of the work on the expenses of the contractor.

19.2. **Quality & Environment:** The contractor will comply with the following:-

19.2.1. The standards of the quality to be followed as per standard/mutually agreed Field Quality and material quality assurance plan.

19.2.2. Contractor will make all good efforts to ensure that there shall be no adverse impact on environment within and surrounding NPL by the way of activities being carried out under the works of the purchase order.

19.2.3. Contractor will ensure that disposal of all type of waste to be done as per the procedures laid down by owner and in case there is no reference then the same shall be disposed as per the standards practices being followed in the Industry of similar type and size.

20. Law Governing the Contract: The Contract shall be governed by and be construed in accordance with the Laws of the state of Punjab without giving effect to any choice of law or conflict of Law, Provision or Rule.

21. Language: Contract language will be English only.

22. Quantity Variation: NPL reserves the rights to change the quantities to any extent on either side required for completion of the work. The unit rate for increased or decreased quantities shall also remain firm and fixed throughout the completion of the order and shall not be subject to any escalation for any reason, whatsoever.

23. Contractor to Indemnify NPL:

23.1. Vendor agrees to indemnify NPL for payment of all statutory dues and employee benefits of the Associates.

23.2. Not with standing anything to the contrary in the Agreement, in no event shall either Party be liable, whether in contract, tort, or otherwise, for special, punitive, indirect or consequential damages, including, without limitation, loss of profits or revenues arising under or in connection with this Agreement.

23.3. Vendor shall hold the Client indemnified against any act of willful misconduct and negligence of the Associates.

23.4. Vendor shall indemnify and keep indemnified Client against all claims, demands, liabilities which may be made and/or all proceeding which may be initiated, against Client and all damages/losses suffered and all costs/ expenses incurred by Client, on account of any act or omission including but not limited to any misconduct, negligence, misrepresentation, misappropriation, fraud, forgery, dishonesty, robbery, theft, breach of confidential information on the part of Vendor and/ or Associates This indemnity is without prejudice and in addition to any other remedy which Client may have against Vendor, in law or in equity or under this contract.

23.5. Notwithstanding any provision to the contrary contained in this agreement, or any other document in relation to the services provided under this Agreement the liability of Vendor arising out of any act or omission including but not limited to any misconduct, negligence, misrepresentation, misappropriation, fraud, forgery, dishonesty, robbery, theft, breach of confidential information by any associate deputed to provide services shall not exceed the amounts recovered from the subjected associate Vendor will ensure best possible efforts to recover the said amount from the associate.

24. Assignment, Subcontracting and Subletting: The contractor will comply with the following:

24.1. The contractor will not subcontract any work allotted to him to any other agency without written approval from the NPL Management.

24.2. If the permission is granted, a similar agreement will be signed with the subcontractor, who shall qualify as per above guidelines.

25. Water and Electricity: NPL will provide water and electricity at single location within the plant. It is the responsibility of the contractor to extend the same to its site office at his own cost. Apart

from this the contractor will take care of Security, Safety and their Establishment at their own risk & cost.

26. Idle Time: No idle time/ downtime shall be payable for whatsoever reasons to Contractor.

27. Damage to Property: Under conditions of any act of contractor whether carried out deliberately or not, involves damage or spoilage of NPL's property or interest, will attract severe deductions as decided by NPL on case to case basis.

28. Arbitration:

28.1. If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Contractor, arising out of, in relation to, or in connection with the Order (including, in relation to the validity of the whole or any part of the Contract), whether during the progress of work under the Order or after the completion thereof or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Purchaser, who, within a period of thirty (30) days after being requested shall give written notice of his decision to Contractor.

28.2. In the event the Purchaser fails to notify their respective decision as aforesaid, within thirty (30) days after being requested, or in the event the Contractor is not satisfied with any such decision, either party may require and claim within a further period of thirty (30) days after the expiry of the first mentioned period of thirty (30) days that the matter in dispute be referred to arbitration as here in after provided.

28.3. The arbitration shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act 1996 of India.

28.4. Notwithstanding anything to the contrary in this Order, the Contractor shall not be entitled to refer any dispute in respect of its obligations to pay liquidated damages for arbitration, unless he has paid the liquidated damages which are claimed to be due under the Order by the Purchaser. The liquidated damages so paid or the relevant portion thereof shall be refunded to the Contractor in the event it is finally decided by the Arbitrators that such liquidated damages are not payable, or that a reduced sum is payable by the Contractor to the Purchaser.

28.5. A sole arbitrator shall be mutually appointed by both the parties to this Purchase Order

29. Jurisdiction: The court at Rajpura, Punjab shall have exclusive jurisdiction to entertain and try all matters arising out of this contract. The court at Rajpura, Punjab shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

30. Contractor Safety Manual: The vendors confirms the acceptance to comply with Contractor Safety Manual as provided by NPL during the execution of the contract.

Annexure I: Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company)

Date: _____
From: _____

Tel. #: _____
Fax #: _____
E-mail address: _____

To

Mr. Prateek Gupta

Head – Procurement

Nabha Power Limited

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

Tel. No.: +91-1762-277263

Dear Sir,

Sub: Bid for Coal Quality Analysis Services at Nabha Power Limited .

1. Being duly authorized to present and act on behalf of M/s (Insert name of Bidder) (hereinafter called the “**Bidder**”) and having read and examined in detail the Bid Document, the undersigned hereby submit our Bid with duly signed formats in one (1) original and one (1) pen drive with scanned copies of documents in Cover B, as stipulated in Bid Document for your consideration.
2. It is confirmed that our proposal is consistent with all the requirements of response as stated in the Bid Document.
3. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid Document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. Further, we also confirm that we have no history of abandoning projects/Contracts/Work Orders.
5. We confirm that there is no Conflict of Interest with any other Bidder.
6. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to carry out our functions as per Scope of Work and to prepare this Bid. Further, we confirm that we have carried out our own due-diligence and assessment of Scope of Work, feasibility sampling/testing/ supervision appropriate for the process and we do not foresee any significant problem in order to comply with the requirements.
7. We hereby confirm that we shall abide unreservedly with NPL’s decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either NPL’s decision or its right to make such decision at any time in the future.

8. We agree to furnish any additional information and documents as required by NPL to establish representations made by us in this Bid at all times. We also confirm that Nabha Power Limited reserves the right to contact our bank and Parties/Customers/project references and verify the information and documents submitted for the purpose of qualification.
9. The Bid shall remain valid for a period of ninety (90) days from the date of Price Bid opening for acceptance by NPL.
10. We confirm that the Bid is unconditional and non-suggestive and that that we have not taken any deviation to provisions of Bid Documents.
11. We confirm that our quoted prices are based on the provisions of the Bid Documents.
12. We confirm that our rates are firm for supply for the required period.
13. We confirm that we will provide services as offered in the Price Bid, in case the same contract is awarded.
14. We confirm that our Bid includes all taxes except Goods & Service Tax (GST). We agree that TDS will be as applicable.
15. We have enclosed relevant details for Other Capabilities and agree to abide by NPL's evaluation in this respect.
16. The details of contact person are furnished as under:

Name:
Designation:
Name of the Company:
Address of the Bidder:
Phone Nos.:
Fax Nos.:
E-mail address:

Thanking you,

Yours sincerely,

(Authorized Signatory and Seal)

Name:

Designation:

Address:

Date: -----

Place: -----

Annexure II: Format for Qualification Requirement

(On Letter Head of Statutory Auditors)

To

Mr. Prateek Gupta

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

Dear Sir,

Sub: Bid for Services for Coal sampling and Analysis at Nabha Power Limited

We certify that:

S No	Description	Yes/ No	Qty	Billing Amount per Annum	Remarks
1	(Insert name of Bidder) has carried out Coal sampling and analysis at un-loading and receipt end at following Power Plants during the last one year:				
	Name of Power Plant1		___ MTPA	Rs _____ Lacs per Annum	Order Copy attached
	Name of Power Plant2		___ MTPA	Rs _____ Lacs per Annum	Order Copy attached
	And So on....				
2	Registration with IFIA (International Federation of Inspection Agency).				Certificate attached
3	Certification to ISO 9000, 18000 & 17020 & 17025 standards.				Certificate attached
4	Successful participation in Proficiency testing programme with Internationally reputed testing laboratories.				Result Certificate attached
5	The vendor must have at least one NABL accredited lab, having at least 3 years of un-bridged accreditation from NABL				Certificate attached
6	Recognition / award being received with regard Best Coal Inspection Agency, during last three years. Evidence to be produced.				Certificate attached
7	(Insert name of Bidder)'s average annual turnover for the preceding three financial years was:		Rupees ___		CA Certificate attached

(Signature and Stamp of statutory Auditors of Bidding Company)

Name:

Date:

Place:

Annexure IIA - Certificate from Statutory Auditors of the Bidder for Coal Sampling and Analysis Services carried out by Contractor

(On Letter Head of Statutory Auditors)

REF NO: _____

DATED: _____

To,
Mr. Prateek Gupta
Head – Procurement,
Nabha Power Limited
P O Box 28,
Near Village Nalash,
Rajpura-140401, Punjab,
India.

Dear Sir,

Sub: _____

We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s. _____ having offices at _____.

We hereby certify that M/s _____ (Bidder) has carried out Coal Sampling and Analysis for as under:

S. No.	Name of Entity	Financial Year	Quantity (MTs)	Specify the type of service
1				(Unloading / Feeding / both)
2				
3				

Signature: _____

Name of the Partner/ Proprietor Membership No _____

Seal of Statutory Auditors

Place _____

Date _____

Annexure III: Price Offer

(On Letter Head of Bidder)

To,
Mr. Prateek Gupta
Head – Procurement
Nabha Power Limited
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab,
India.

Dear Sir,

Sub: Empanelment of Contractors for Coal Sampling And Analysis Services at Nabha Power Limited

Having examined the Bid Documents No. _____ including its Amendments/ Addenda/ Corrigenda/Errata and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer our services under the above-named Package: **“Services for Coal sampling and Analysis at Nabha Power Limited”** " in full conformity with the Scope of Work for the sum, inclusive of all taxes except Service Tax:

S No.	Description	UOM	Qty	Rate (Rs)	Amount (Rs)
1	Sampling through auto sampler + sample preparation + Quality analysis of Coal				
1.1	<= 30,00,000 MT per Annum	MT	30,00,000		
1.2	From 30,00,001 - 40,00,000 MT per Annum	MT	10,00,000		
1.3	From 40,00,001 - 55,00,000 MT per Annum	MT	15,00,000		
1.4	> 55,00,000 MT per Annum	MT	15,00,000		
	Total Basic Contract Amount		70,00,000		
	Other Rates:				
1	Total Manual Sampling + Sample preparation + Quality analysis of Coal	MT			
2	Monthly Stock quality assessment of Coal Yard	Month			
3	Ultimate (C,H,N,S,O) Analysis by NABL Lab	Each			
4	Ash Composition - (16-17 Redicals) Analysis by NABL Lab	Each			
5	HGI Analysis by NABL Lab	Each			
6	Sulphur Analysis of Coal by NABL Lab	Each			

Note: Any incidentals/ taxes (except Service Tax) if applicable but omitted while quoting the above will deemed to have been considered in the above service rates and bidder undertakes to ensure no separate claim will be made in lieu of any such omission during the currency of Bid and PO thereafter.(if any)

We have thoroughly examined and understood the instructions, scope of work and the terms and conditions etc. covered in the Document issued by NPL, being fully aware of nature and scope of work required. We hereby confirm our acceptance and compliance to all the provisions of the Document. We declare that the work will be executed strictly in accordance with the requirement and Document's provisions. We agree to abide by this Price Offer for a period of 90 days from the date of price bid opening for acceptance by NPL.

Signature:.....
Name:.....
Designation:.....
Seal:

Annexure IV: Performance Bank Guarantee Format

DRAFT BANK GUARANTEE FOR PERFORMANCE

This Deed of Guarantee made at _____ on the _____ day of _____ 200__ by the _____ (name of the bank and branch with address), hereinafter called "the Bank" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the one Part, in favour of NABHA POWER LIMITED, having its Registered office at PO Box 28, Near Village Nalash, Rajpura (Punjab), hereinafter called "the Purchaser" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the other part :

WHEREAS

i) Pursuant to Offer No. _____ dated _____ from M/S _____ having its registered office at _____ (hereinafter called "the Vendor") and Purchase Order No. _____ dated _____ from the Purchaser, a Contract was concluded between the Vendor and the Purchaser for _____ (hereinafter called "the Equipment") for (project description), on the terms and conditions mentioned in the said correspondence (hereinafter called "the Contract" which expression shall include all amendments, modifications and/or variations thereto, as mutually agreed between the parties thereto).

ii) Under the provisions of the said Contract, the Vendor has agreed to furnish to the Purchaser the security by way of Bank Guarantee for Rs.(or relevant currency) _____ (*value in figures*) (_____) (*value in words*), being the amount equivalent to _____ % of the value of the Contract, for due fulfilment by the Vendor of its Contractual obligations under the said Contract.

iii) In consideration of the aforesaid and at the request of the Vendor, the Bank has agreed to furnish such Bank Guarantee to the Purchaser, as hereinafter appearing.

NOW THIS INDENTURE WITNESSETH as follows: -

1)The Bank do hereby irrevocably undertakes to pay at Rajpura (Punjab) / Chandigarh India, without any protest or demur or proof or condition and without reference to the Vendor any and all amounts demanded from time to time, to the Purchaser, forthwith on the first demand in writing, up to an amount not exceeding Rs. _____ (or relevant currency) (*value in figures*) (_____) (*value in words*) against any loss or damages caused to or suffered or would be caused to or suffered by the Purchaser, by reason of non-fulfilment of the obligations including warranty / defect liability obligations under the said Contract on the part of the Vendor and further agrees to indemnify and keep the Purchaser indemnified against all costs, charges and expenses whatsoever, which the Purchaser may incur by reason of the Vendor failing to fulfil the obligations including warranty / defects liability obligations under the said Contract.

2) Any demand so made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the Guarantee. The Bank waives in favour of the Purchaser, all rights, defences and pleas, which the Bank, as Guarantors and/or the Vendor, may be entitled to. To give effect to this guarantee, the Bank shall be deemed to be the principal debtor.

3) The Bank further agrees that the Purchaser shall be the sole judge whether the Vendor has committed any breach of its warranty / defects liability obligations or breaches of any of the terms and conditions of the Contract and the extent of loss, damages, costs, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof.

4) The liability of the bank to the purchaser under this undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the vendor and the purchaser, the vendor and / or the bank and/or the bank and the purchaser or otherwise howsoever

touching or affecting these presents or the liability of the vendor to the purchaser, and notwithstanding the existence of any instructions or purported instructions by the vendor, or any other person to the bank not to pay or for any cause withhold or defer payment to the purchaser under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the bank shall be and remain liable to make payment to the purchaser in terms thereof

5) The Bank further agrees that the Guarantee herein contained during its currency and any extension thereof, shall remain in force and continue to have full effect until the obligations including warranty / defect liability obligations under the said Contract are fulfilled by the Vendor.

6) Should it be necessary to extend the Guarantee or a portion of the Guarantee beyond the date of expiry of this Bank Guarantee on account of extension of time being granted by the Purchaser to the Vendor for the due fulfilment of the obligations under the said contract by the Vendor, the Bank undertakes to extend the period of this Guarantee until such time as may be reasonably required.

7) The Bank further agrees with the Purchaser that the Purchaser shall have the fullest liberty without Bank's consent and without affecting in any manner the Bank's obligations hereunder, to vary any terms & conditions of the said Contract or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the Vendor and to forbear or enforce any of the terms and conditions relating to the contract and the Bank further agrees that it shall not be relieved from its liability by reason of any such variations in the terms and conditions or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Vendor or by any such matter or things whatsoever, which under the law relating to sureties as would, but for this provision, have effect of so relieving the Bank.

8) This Guarantee is effective from the date herein written above and the Bank further undertakes not to revoke this Guarantee during its currency, except with the previous consent in writing from the Purchaser.

9) This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to the Purchaser by the Bank (whether jointly with others or alone) and now existing uncanceled and that this Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

10) This Guarantee shall not be affected by any change in the Constitution of the Vendor or by the Bank nor it be affected by any change in the Purchaser's Constitution or of any amalgamation or absorption thereof or therewith, but will inure for and be available to and enforceable by the absorbing or amalgamated company or concern.

11) This Guarantee will remain valid until and including the _____ day of 200__ or any extension thereof, provided that unless a demand under this Guarantee is made by the Purchaser against the Bank within six months from the date of the expiry of this Guarantee, all rights of the Purchaser under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this Guarantee.

12) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the purchaser to the bank either by post or by fax. if transmitted by fax, the transmission shall be complete as soon as acknowledged by the bank.

13) This Guarantee / Undertaking shall be governed by and construed in accordance with Indian Laws.

14) NOTWITHSTANDING ANYTHING CONTAINED HEREIN

i) Our liability under this Bank Guarantee shall not exceed the sum of Rs./ (relevant currency) (*value in figures*) (_____) (*value in words*).

ii) This Bank Guarantee shall be valid until _____ (date).

iii) We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of three months from the date of expiry of the guarantee).

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

AUTHORISED OFFICER OF THE BANK

Name :

Designation :

Bankers' stamp :

(NOTE:

1. Not to be attested
2. Stamp duty on this Guarantee will be as on an Agreement in accordance with the local stamp law in force in the State in which this Guarantee is executed).

Annexure V: Vendor Registration Form

(To be submitted in case Bidder is not registered with NPL or has not furnished these documents as a part of another Tender process or otherwise.)

	<h2 style="margin: 0;">VENDOR REGISTRATION FORM</h2>
---	--

Name of the Vendor				
Introduced By				
Registered Office Address				
Address for Communication				
Contact Persons				
Phone No: Office				
Mobile				
Fax				
E-mail address				
Type of Company	<input type="checkbox"/>	Proprietary	<input type="checkbox"/>	Partnership
	<input type="checkbox"/>	Private Ltd	<input type="checkbox"/>	Public Ltd
	<input type="checkbox"/>	Co-operative	<input type="checkbox"/>	Others (Specify)
Category	<input type="checkbox"/>	Contractor	<input type="checkbox"/>	Professional Services
(Please select category for Income Tax	<input type="checkbox"/>	Rent	<input type="checkbox"/>	Comm. & Brokerage
Purpose)	<input type="checkbox"/>	Dealer	<input type="checkbox"/>	Others (Specify)

Date of Commencement of Business			
Annual Sales Turnover for last 3 years	Year		
	Rs (in L)		
Details of Directors/Partners/Proprietors			
Name of Associate/Subsidiary Units			
Services rendered/goods provided			
Details of business with L&T group Co's	Year	Co's Name	Items Supplied
List of Reputed Co.'s, Govt. Dept. With whom registered as suppliers			
List of references, if any			



VENDOR REGISTRATION FORM

Details of relatives working in L&T group companies (if any)	
---	--

Goods & Services Tax(GST) Registration No & Date	
MSME Registration No. & Date	
SSI Registration No & Date	
PAN No	
PF Registration No	
ESIC Registration No	
Factory Licence No	

Bank Account Details:	
Bank Name	
Branch	
Account Number	
MICR No	
IFSC Code of Bank	
Any other information:	

Notes:
 Our PO, Cheque, Correspondence, etc will be sent only to the communication address as mentioned.
 All cheques shall be issued in the name as mentioned above.
 Copies of PAN card, cancelled cheque and all tax / other registration certificates mentioned above should be attached along with this form.

Quality, Environment, Health and safety Compliance		
ISO 9001 Certified	Yes	No
EMS 14001 Certified	Yes	No
OSHAS 18001 Certified	Yes	No

Declaration In Case answer of any of above is "NO"
 I/WE confirm that the standards adopted with respect to Quality, Environment, Health and Safety standards related to works / Materials being followed by me/us meet the requirements of Industrial Practices and are as per the regulatory guidelines and rules as applicable.



VENDOR REGISTRATION FORM

Code of Conduct

I/WE confirm that the Code of Conduct (as per NPL format) has been duly signed & stamped and attached with this form.

DECLARATION BY THE DIRECTOR/ PARTNER/ PROPERITOR

I declare that the information furnished above is correct to the best of my knowledge. I undertake to inform you at the earliest any change in the details mentioned above.

Rubber stamp of the Vendor		
	Name & Designation of Authorised Signatory	Signature and Date

-----To be filled in by NABHA POWER LIMITED-----

The Vendor is Approved based on:

Requested by	Approved by	Payment Terms
(Name and Signature)	(Name and Signature)	
Date	Date	

To be filled up by Finance & Accounts	
Vendor Code	
Date	

Annexure VI: Format For Evidence Of Authorized Signatory's Authority

POWER OF ATTORNEY

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

Know all men by these presents, We(name and address of the registered office of the Bidder) 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 Documents for shortlisting of Bidders for **Services for Coal sampling and Analysis at Nabha Power Limited** through rate based competitive bidding process in the country of India, including signing and submission of all documents and providing information / responses to Nabha Power Limited, representing us in all matters before Nabha Power Limited, and generally dealing with Nabha Power Limited in all matters in connection with our response to the 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 Bidder on whose behalf PoA is executed]

.....(signature)

Name:

Accepted.

Specimen signatures of attorney attested

(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 law and the charter documents of the executant(s).
- (2) Also, wherever required, the executant(s) should submit for verification the 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 VII: Format for Other Credentials

C.6.1.1. NETWORK OF LABORATORIES & AVAILABILITY OF EQUIPMENT:

Location 1: _____

Equipment:

	EQUIPMENTS NAME	YES	NO	MAKE	RANGE
1	Electronic Balance				
2	Bomb Calorimeter				
3	Muffle Furnace				
4	Hot Air oven				
5	Sulphur Analyser				
6	AFT Analyser				
7	Environment Chamber				
8	Universal Testing Machine				
9	Orsat Apparatus				
10	Any Other				

Location 2: _____

Equipment:

	EQUIPMENTS NAME	YES	NO	MAKE	RANGE
1	Electronic Balance				
2	Bomb Calorimeter				
3	Muffle Furnace				
4	Hot Air oven				
5	Sulphur Analyser				
6	AFT Analyser				
7	Environment Chamber				
8	Universal Testing Machine				
9	Orsat Apparatus				
10	Any Other				

Location can be added as required by Bidder.

C.6.1.2. KEY PERSONELS:

SL NO	KEY PERSONELS	QUALIFICATION & EXPERIENCE	AVAILABLE AT LOCATION	CONTACT NUMBER
a.				
b.				
c.				
d.				

C.6.1.3. LABORATORY CERTIFICATIONS & OTHERS:

	Certifications	For Facility at
a.		
b.		
c.		



LARSEN & TOUBRO
It's all about Imagineering

NPL
Nabha Power Limited

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) has implemented 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	

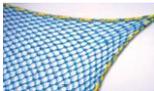


4	Ear muff	Leslico / Karam /3M Hard hat mounted 1450 ear muff- NRR 23 dB	
		Helmet attachable ear muff EP 23, NRR 27 dB, EN 352- 1; 2002	
5	safety spectacles (shaded/clear)	<p>Karam / 3M™ Virtua™ / UVEX Protective Eyewear, 11326-00000-100 Clear Temples Clear Hard Coat Lens 100 ea/case</p> <p>3M™ Virtua™ 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' & 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	
28	Arc welder's glass	Karam / Honeywell / Unicare ES 004 fitted with IR 11 lens. EN 166	
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)	
30	Helmet attachable grinding shield	Karam ES 51 (02)/ Honeywell or Joseph Leslico. CE certified	
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 st - Rs100/instance 2 nd - Rs 500/Instance 3 rd –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