



***Nabha Power Limited***

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

**Document No: NPL/PROC/2022-23/12**

Rev. 0 Dated: 26<sup>th</sup> September 2022



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

P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-1762-277251 Ext. 267  
Fax +91-1762-277256  
E-mail: [tender.npl@larsentoubro.com](mailto:tender.npl@larsentoubro.com)

## 1. General Terms & Disclaimers

- 1.1. Any defined term used in this Bid Document shall have the meaning given to it in clause no. 4 or as is defined elsewhere in this Bid Document.
  - 1.2. This Bid Document is not an agreement or an offer by Nabha Power Limited (**NPL**) to the Prospective Buyers. The purpose of this Bid Document is to provide Prospective Buyers with information to assist the formulation of their Bid. For the avoidance of doubt, Prospective Buyers shall not be permitted to Bid through a Consortium of any form.
  - 1.3. Whilst this Bid Document has been prepared in good faith, all information contained in this Bid Document, including commercial, financial, geographical, and legal information has been included for illustrative purposes only to assist Prospective Buyers in making their own evaluation of the Bid. Each Prospective Buyers shall be solely responsible for satisfying itself as to the information required to submit a Bid. The Buyer shall conduct appropriate due diligence, investigations, projections, conclusions etc. to independently verify the information and facts in this Bid Document and to obtain any additional information they might require prior to submitting their Bid for purchase of Fly Ash from NPL.
  - 1.4. Neither NPL, nor its employees, partners, directors, other staff or the consultants/advisors of any such person:
    - 1.4.1. accepts any responsibility or liability to any Prospective Buyer or any other person arising out of or in relation to this Bid Document (**including in relation to omissions of information**) and/or in respect of the use of, reliance on, such information by Prospective Buyers/Buyers and/or incurred or suffered in connection with anything contained in this Bid Document including any matter deemed to form part of this Bid Document, the award of the Contract, **or otherwise arising in any way from the qualification process for the said Contract;** and
    - 1.4.2. makes any representations or warranty (express or implied) as to the adequacy, accuracy, reasonableness or completeness of any information in this Bid Document.
- Each Prospective Buyer shall be solely responsible for satisfying itself as to the information required to submit a Bid.
- 1.5. This Bid Document includes statements, which reflect understanding of various assumptions arrived at by NPL to give a reflection of current status to the Prospective Buyers. Prospective Buyers are advised to make their own assessments prior to submitting their Bids.
  - 1.6. Each Prospective Buyer shall inspect and examine the relevant infrastructure, process & procedures, safety and special instructions practiced at NPL including various routes connecting NPL Site and obtain all information required and satisfy itself regarding all matters and things before submission of its Bid including but not limited to (i) the details of Fly Ash available for sale (ii) the availability of local labour; (iii) types of machinery & tools required/available for lifting & loading of Fly Ash; and (iv) local working conditions, extreme weather conditions, uncertainties of weather, obstructions and hindrances that may arise etc. all which may affect the work or cost thereof.
  - 1.7. By participating in the Bid process, each Prospective Buyer acknowledges and accepts that it has not been induced to enter into such agreement by any representation or warranty, express or implied, or relied upon any such representation or warranty by or on behalf of NPL or any person working in the Bid process.
  - 1.8. NPL may at its own discretion, but without being under any obligation to do so, update, amend or supplement this Bid Document as may be deemed necessary by NPL at any time including to:

- 1.8.1. amend the terms described in this Bid Document,
- 1.8.2. amend, terminate or suspend any element of the tender process, including by extending any date, time period or deadline provided for in this Bid Document,
- 1.8.3. reject or disqualify any or all Bid(s) with or without assigning any reason,
- 1.8.4. waive any defect or irregularity in any Bid or any non-conformity in the form or content of any Bid and accept that Bid,
- 1.8.5. re-advertise for new Bids or enter into negotiations with other qualified third parties; and/or
- 1.8.6. proceed with the sale of Fly Ash in some other manner or not at all.

Notice of such change shall be uploaded on NPL website (<https://www.nabhpower.com/tenders/coal-procurement-tenders/>) and third party's E-portal . Prospective Buyers are required to visit the website and keep abreast of any such changes.

- 1.9. NPL reserves the right to abandon the tender process resulting in non-award of Sale Order to any Buyer against this tender process, without assigning any reason.
- 1.10. Though adequate care has been taken while preparing the Bid Document, the Prospective Buyer shall satisfy itself that the documents are complete in all respects.
- 1.11. NPL reserves the right at its sole discretion to cancel or amend the tender process or to reject any or all of the Bids received without assigning any reasons. NPL shall not be liable for any claim whatsoever and/or any expenses or losses that might be incurred by the Prospective Buyer in preparation and submission of the Bid as well as for post bid discussions/interactions. For the avoidance of doubt, each Prospective Buyer is solely responsible for all costs incurred in evaluating whether or not to submit a Bid, in the preparation of any such Bid and in participation of the tender process, including, without limitation, all costs of providing information requested by, or on behalf of, NPL, attending meetings, conducting due diligence and engaging in negotiations.
- 1.12. It shall not be binding on NPL to accept the highest Bid or any other Bid. It shall not be obligatory on the part of NPL to furnish any information or explanation for the cause of rejection of the whole or any part of the tender.
- 1.13. NPL reserves the right to vary the Fly Ash quantity available for sale.
- 1.14. Buyer shall comply with Applicable Laws, rules and requirements/policies of Government of India (GoI)/ Government of Punjab (GoP) during the validity of the Sale Order. This Bid Document and the Sale Order shall be governed by the laws of India and all legal proceedings in connection with the Bid Document and Contract shall be subject to the exclusive jurisdiction of the courts at Chandigarh.
- 1.15. Canvassing in any manner (either directly or indirectly) may, in NPL's sole discretion, lead to disqualification and blacklisting of the Prospective Buyer from further involvement in the tender process and from participating in the future tenders issued by NPL for three years (or such other period as determined solely by NPL).
- 1.16. If there is a discrepancy between the original document and its copy, the original document will be considered for the bidding process.
- 1.17. NPL reserves its right to make changes/amendments to this Bid Document and any Sale Order.
- 1.18. Insurance and safety of workers/Employees of the Buyer shall be the sole responsibility of the Buyer.

- 1.19. NPL may, at its discretion, disqualify from further involvement in the tender process, any Prospective Buyer who is in conflict of interest with NPL or one or more Prospective Buyers, a Prospective Buyer is set to be in conflict of interest if (either directly or indirectly):
  - 1.19.1. fixes or adjusts any element of the pricing of its Bid by or in accordance with any agreement or arrangement with any other Prospective Buyer,
  - 1.19.2. communicates to any person other than NPL the amount or approximate amount of any element of the pricing of its Bid; and/or
  - 1.19.3. causes or induces any person to inform the Prospective Buyer of the amount or approximate pricing of any element of any rival Bid.
  - 1.19.4. enters into any agreement with any other person or causes or induces any person to enter into any agreement to the effect that such other person shall refrain from submitting a Bid and/or shall limit or restrict the competitiveness of any element of the pricing of its Bid;
- 1.20. NPL may, at its discretion, disqualify a Prospective Buyer, if:
  - 1.20.1. NPL has terminated any contract with the Prospective Buyer in the past on account of breach on the part of the Prospective Buyer, of any of the terms and conditions of the said contract in the past 7 years;
  - 1.20.2. NPL has forfeited the contract performance security of the Prospective Buyer in full or in part in the past 7 years;
  - 1.20.3. there is an ongoing dispute between the Prospective Buyer and NPL;
  - 1.20.4. the Prospective Buyer has history of being involved in any fraudulent activity.
- 1.21. Without prejudice to any other provision of this Bid Document, all Prospective Buyers shall regard and treat the terms of the Bid Document and all information (which is not made publicly available) as being strictly private and confidential and shall ensure that the same is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for:
  - 1.21.1. the purpose of enabling a Bid to be prepared and submitted; and
  - 1.21.2. as may be required to be disclosed by judicial or administrative process

provided that in each case the disclosing party ensures that the receiving party shall comply with the terms of this Bid Document and the Contract. In respect of any disclosure made pursuant to paragraphs (1.21.1) or (1.21.2), the Buyers shall restrict the disclosure to only that information which must be disclosed in such circumstances and provide NPL with as much advance notice as possible.
- 1.22. All information in relation to this Bid Document and services provided are and shall always remain the property of NPL, and must be returned upon demand, without any copies being retained in any form.
- 1.23. Copyright in the information in relation to the Bid Document and tender process rests exclusively with NPL and such documentation may not be copied, reproduced, distributed or otherwise made available to any other third party (either in whole or in part) without the prior written consent of NPL, except in connection with the preparation and submission of a Bid.
- 1.24. Prospective Buyer(s) shall not issue or release any publicity in relation to, nor comment on, the Sale Order, the tender process without NPL's prior written consent to the relevant communication. In particular, Buyer(s) shall not make any statement to the media, press or any other similar organizations regarding the nature of any Bid, its content or any information relating thereto without the prior written consent of NPL.
- 1.25. This Bid Document sets out NPL's requirements of Fly Ash sale. In the event of any inconsistency, this Bid Document shall take precedence over any other documents or information previously issued by, or on behalf of, NPL or the Prospective Buyer including any Sale Order.

- 1.26. Fly ash will be supplied in polypropylene plastic bags to prevent the slippage and adverse impact of such slippage on environment. It is specifically clarified that the sale of Fly Ash is not by packaging and/or by the package weight. Accordingly, the package bags shall not be of same standard and weight. Supply of fly ash in bags shall be at the discretion of NPL and the facility of supply in packaging may be withdrawn by NPL at any time without giving the notice.
- 1.27. The Buyer shall use the Fly Ash procured under this Bid Document in compliance with the applicable MoEF & CC Notification for the time being in force. Any non-compliance shall result in immediate termination of the Sale Order in addition to other consequences resulting from such non-compliance.
- 1.28. The Buyer shall be responsible for purchase & transportation of Fly Ash from NPL Site in accordance with Good Industry Standards and Applicable Laws. The loading of the Fly Ash shall be carried out at the place identified and designated by NPL. Buyer shall take complete safety and security measures ensuring that no loss or damage is caused to NPL and its property. The Buyer shall further ensure that the loading, unloading, storage and disposal of the Fly Ash is done in an environmentally sound manner and in compliance with Applicable Laws.
- 1.29. The figures mentioned in the Illustrations given in the Bid Document are only for illustrative purposes. It has no bearing on the Contract.

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

<b>Date</b>	<b>Details</b>
26 <sup>th</sup> Sep 2022	Date of availability of Bid Document on NPL website
27 <sup>th</sup> Sep 2022	Last date for receipt of comments/ clarifications (latest by 18:00 Hrs)
28 <sup>th</sup> Sep 2022	Date of uploading clarifications / revised Bid Document on NPL website with changes as applicable.
29 <sup>th</sup> Sep 2022	Last Date for receipt of all required physical documents for bid submission including DD or BG for EMD (or in case of RTGS, subject to realization of amount in NPL bank account) has to be on or before 17:00 Hrs, at NPL (e-auction schedule).
30 <sup>th</sup> Sep 2022	Opening Technical Bids at 10:00 Hrs
30 <sup>th</sup> Sep 2022	e-auction at 14:30 Hrs (will be intimated to Qualified Buyers)

Note:

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

### 3. General Information

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

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

NPL has received numerous awards and accolades such as CII national Energy leader award, CII awards for Excellent Energy Efficient Unit as well as Best Innovative Project, Gold CSR Award, IPPAI award for Best Thermal Power Generator, National Best Employer Brand Award by Economic Times.

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

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

**"Annexure"** shall mean any of the annexures, supplements or documents, appended to this document or Sale Order and shall form an integral part thereof.

**"Applicable Laws"** shall mean all laws for the time being in force in India, including all acts, rules, statutes, decisions, regulations, custom or usages having force of law, bylaws, circulars, guidelines, policies and notifications made there under and the judgments, decrees, injunctions, writs and orders of any court of record.

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

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

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

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

**"Buyer(s)"** shall mean the Prospective Buyer whose Bid has been accepted by Nabha Power Limited and is issued the Contract/Sale Order for purchase of the Fly Ash as per the terms and conditions mentioned in this Bid Document.

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

**"Contract"** shall mean Sale Order, Final Price and the Bid Document including all addenda, corrigenda, amendments, clarifications.

**"Consortium"** means companies/persons jointly responding as a Prospective Buyer.

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

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

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

**“Final Price”** shall mean the final price offered by the Prospective Buyer during negotiations after e-auction and accepted by NPL as consideration for sale of Fly Ash. In case NPL decided not to negotiate the final price offered by the Prospective Buyer during e-auction and acceptance of the same by NPL as sales consideration. The price so ascertained is excluding applicable taxes, duties & levies.

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

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

**“Metric Ton”** shall mean 1000 kg.

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

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

**“NPL Site”** shall mean Thermal Power Plant site Near Village Nalash, Rajpura, Punjab which unless the context otherwise requires will be limited to the extent of designated places essential for the due performance of this Bid Document.

**“Parties”** shall mean NPL and the Prospective Buyer/Buyer collectively.

**“Party”** shall mean either NPL or the Prospective Buyer/ Buyer.

**“Person”** shall mean and include natural as well as juristic persons.

**“Prospective Buyer”** shall mean Person making the Bid in response to and as required by this Bid Document.

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

**“Sale Order”** shall mean the document issued by Nabha Power Limited to the Buyer specifying the terms and conditions of sale and quantity of Fly Ash to be purchased by the Buyer.

**“Written Notice & serving thereof”** shall mean a notice or communication in writing and shall be deemed to have been duly served within 7 Days of dispatch if sent through speed post/ courier, or within a Day of its dispatch if sent by e-mail to the last business address known to the Party who gives the notice.

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

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

5.1.1. ACQ – Annual Contracted Quantity

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

## 5.2. Interpretations:

- 5.2.1. When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the Executive-in-Charge/ Manager-in-Charge/NPL.
- 5.2.2. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
- 5.2.3. The references to any agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may, from time to time, be amended, varied, supplemented or novated.
- 5.2.4. a "person" includes any individual, corporation, firm, partnership, joint venture, association (whether a body corporate or an unincorporated association of persons) or any government institution, department or establishment and a person shall be construed as including a reference to its successors, permitted assigns and permitted transferees in accordance with their respective interests;
- 5.2.5. an "employee" of any person includes any other person or agent who is engaged or has (within the period prescribed by applicable law for holding such person's employer, client or principal, as the case may be, responsible for his acts) been engaged directly or indirectly by such person as an employee, consultant, contractor or in any other capacity whatsoever;
- 5.2.6. the descriptive headings in this Bid Document, including the cover page and table of contents, are for convenience of reference only and not for purposes of construction or interpretation of its provisions;
- 5.2.7. unless specifically provided otherwise, the words "herein" and "hereunder", and words of similar import, refer to the entirety of this Bid Document and not only to the Clause in which such use occurs;
- 5.2.8. a reference to a "Clause", "Schedule", "Annex" or "Exhibit" is a reference to a Clause, Schedule, Annexure or Exhibit of this Bid Document or Contract;
- 5.2.9. "including" or "includes" shall be deemed to be qualified by a reference to "without limitation";
- 5.2.10. reference to "this Bid Document or Contract" or any other agreement or document shall be construed as a reference to such agreement or document as amended, modified or supplemented and in effect from time to time and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms; and

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

## 6. Reserve Price:

6.1. The Reserve Price for starting the auction shall be INR 680 per MT.

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

## 7. Qualification Criteria:

	<b>Parameters</b>	<b>Minimum Requirement for the Prospective Buyer(s)</b>	<b>Documents Required to be submitted</b>
Technical Qualification Requirements for End User(s)	a) Having manufacturing facility for utilization of Fly Ash OR b) Having valid construction contract(s)	a) The Prospective Buyer must have an operational manufacturing plant and necessary approvals for running the plant OR b) Valid construction contracts specifying the use of Fly Ash.	a) Self-certified copies of proof of running manufacturing plant along with plant specifications Self-certified copies of NOC from SPCB, layout plan, I, fly ash allotment letters/ orders issued by other thermal plants and undertaking as per Annexure-4 OR b) Unpriced order copies or certificates issued by the agency awarding the contract and undertaking as per Annexure-4
Technical Qualification Requirements for all Prospective Buyers (other than End Users)	Experience of buying, unloading, transportation, storage and disposal of Fly Ash in eco-friendly manner	Average of 70% of the Intended Quantity quoted by the Prospective Buyer in past two (2) financial years ending 31.03.2022.	a) Self-certified true copies of the sale order(s). b) Performance certificate as per Annexure-5 issued by any thermal power plant(s) for the works executed or monthly/ quarterly/ annual bills clearly specifying the lifted quantity

	<b>Parameters</b>	<b>Minimum Requirement for the Prospective Buyer(s)</b>	<b>Documents Required to be submitted</b>
			c) Undertaking as per Annexure-4
Financial Qualification Requirements	Annual average turnover of the Prospective Buyer in last three (3) financial years ending 31.03.2022 (i.e. FY FY 2019-20, FY 2020-21 and FY2021-22).	100% value of the Intended Quantity or In case of new unit/ business, the ITR of the Proprietor or minimum capital invested in the partnership firm or minimum turnover of the company shall be equal to / more than value of the 100% of the Intended Quantity,	Audited balance sheet and profit & loss account statement or Turnover Certificate certified by Chartered Accountant for , FY 2019-20 FY 2020-21 and FY 2021-22. or ITR statement of the proprietor (in case of new unit) or Partnership deed mentioning the amount of capital invested (in case of new unit) or Audited balance sheet and profit & loss account statement or Turnover Certificate certified by Chartered Accountant for FY 2021-22 (in case of new unit)

Notes:

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

**8. Preparation for Bid and e-auction:**

- 8.1. To participate in the e-auction, Prospective Buyer must register them/their firm with E-Portal & obtain login credentials / password for the same and keep the same valid up to the date of e-auction. The registration is through online process only.
- 8.2. The Prospective Buyer to participate in the e-auction following the instruction appearing on the screen.
- 8.3. Preparation of Bid: The Bid proposal shall comprise of two stages – Stage1 and Stage2.

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

Notes:

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

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

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

The Bids submitted with any deviation w.r.t. the terms & conditions of the Bid Document including all Annexures/ Addenda/ Corrigenda/ Clarifications shall be rejected.

8.5. In case of any further information regarding submission of Bid or e-auction or if Prospective Buyer needs any assistance in accessing/e-auction/ clarification, then Prospective Buyers can contact M/s. e-Procurement Technologies Limited (ETL) as per the below details:

e-Procurement Technologies Limited	<p>Contact person and respective contact numbers are as follows:</p> <ul style="list-style-type: none"> <li>(a) Fahad Khan (email: <a href="mailto:fahad@eptl.in">fahad@eptl.in</a>; mobile: 99044-06300)</li> <li>(b) Shaikh Nasruddin (email: <a href="mailto:shaikh@eptl.in">shaikh@eptl.in</a>; mobile: 95108-12960)</li> <li>(c) Dinki Adhiya (email: <a href="mailto:dinki@eptl.in">dinki@eptl.in</a>; mobile: 63549-19566)</li> <li>(d) Common email address: <a href="mailto:Support@abcProcure.com">Support@abcProcure.com</a></li> </ul> <p>Website- <a href="https://npl.abcprocure.com/EPROC/">https://npl.abcprocure.com/EPROC/</a></p>
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## 9. Submission of Bid:

9.1. The Prospective Buyers shall submit their (a) Original Power of Attorney, (b) EMD by way of Demand Draft or Original Bank Guarantee and (c) undertaking as per Annexure-4 in physical form, at the following address on or before the date and time mentioned in e-auction schedule:

Head Procurement

Nabha Power Limited

PO Box No. 28, Near Village Nalash, Rajpura, Punjab-140401, India.

E-mail: tender.npl@larsentoubro.com

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

9.3. The Prospective Buyers, in their own interest are advised not to wait till the last moment, to submit their Bid(s). NPL shall not be responsible for any delay in receipt of the Bid for any reason whatsoever including failure or non-availability of internet connectivity and/or electrical power, issues related to equipment, hardware and software, delay in transit by registered post, speed post, courier or delay by hand delivery etc. Bid received after the expiry of the time specified for receiving the same shall not be entertained. However, NPL at its discretion may extend the timelines for any reasonable cause.

9.4. The Prospective Buyer(s) is expected to examine all instructions, forms, terms and conditions, specifications, provided in this Document. Bids which fail to furnish complete information required as per the Bid Document in every respect, shall not be entertained and liable to be rejected.

## 10. Bid Opening and Evaluation Methodology:

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

S No	Particulars	Yes	No	Remarks
	Declaration for the Intended Quantity and refraining for bidding in excess as per Annexure-7.			
2.	Whether the EMD is in favour of Nabha Power Limited and is of required amount?			
3.	Whether the EMD, in case submitted through Bank Guarantee, is as per specified format			
4.	Whether the POA, in case applicable, is as per specified format and submitted along with Board Resolution			
5.	Whether the latest copy of Bid Document including all addenda/ corrigenda/ amendments/ clarifications has been signed and sealed on all pages			
6.	(a) Self-certified true copies of the Sale Order(s). (b) Performance certificate as per Annexure-5 issued by any thermal power plant(s) for the works executed or monthly/ quarterly/			

	annual bills clearly specifying the lifted quantity			
7.	Whether the undertaking as per Annexure-4 is submitted as per the format, is on Stamp paper of Rs 500 (from state of Punjab) and is notarized?			
8.	Audited balance sheet and profit & loss account statement or Turnover Certificate certified by Chartered Accountant for FY FY 2019-20, FY 2020-21 and FY2021-22. Or ITR statement of the proprietor or partners (in case of new unit) (As applicable)			
9.	Whether the Prospective Buyer has taken any deviations from the Bid Document			
	Copy of GST Registration			
10.	Copy of Incorporation certificate / Partnership Deed or PAN Card (as applicable)			
11.	Copy of PAN Card			
12.	Memorandum of Association (MoA), Article of Association (AoA), if applicable.			

Bidders meeting the above-mentioned criteria will be considered as Qualified Buyers. Bids which are not complete in all aspects as stipulated above and/or without the Earnest Money Deposit ("EMD") and POA (if applicable) shall be rejected. NPL may at its discretion accept any non-material/ minor deviations.

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

#### 10.2. Stage-2: e-auction:

After Qualification evaluation as per Stage-1, NPL will proceed for the forward e-auction process. Only the Qualified Buyers shall be allowed to participate in the e-auction.

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

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

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

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

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

## 12. Negotiations and Award of Contract

NPL reserves the right to negotiate with the Qualified Buyers after conclusion of the e-auction process.

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

## 13. Earnest Money Deposit

- 13.1 All the Prospective Buyers shall be required to submit in advance a non-interest bearing Earnest Money Deposit (EMD) for an amount equivalent to 5% of the Reserve Price for the Intended Quantity (the quantity the Prospective Bidder intends to purchase) by way of a Demand Draft (DD) in favour of Nabha Power Limited payable at Rajpura/Chandigarh or through RTGS (subject to realization of amount in bank account mentioned below) or through Bank Guarantee (BG) as per the format mentioned in Annexure-2.

The bank account details are as follows:

Particulars	Description
Beneficiary Name	Nabha Power Limited
Beneficiary Bank Name	ICICI Bank Limited
Beneficiary Branch Name	SCO 9-10-11, Sector 9-D, Chandigarh 160017
Beneficiary Account Number	001351000076
IFSC Code	ICIC0000013

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

<b>On award of Sale Order to Buyer(s)</b>	<b>Unsuccessful Prospective Buyers</b>
Within 30 days from the date of receipt of CPS	On or before 30 <sup>th</sup> November 2022

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

- 13.1.1. the Prospective Buyer/Buyer withdraws his Bid during the validity period of the Bid.
- 13.1.2. the Prospective Buyer/Buyer, after e-auction withdraws or modifies the Bid.
- 13.1.3. the Prospective Buyer/Buyer conceals any material information or makes a wrong statement or misrepresents any fact(s) or makes a misleading statement in its Bid that has material impact on the performance required under the Contract, or tries to influence the outcome of the tender process, in any manner whatsoever or acts in a manner to nullify the e-auction process.
- 13.1.4. If the Buyer fails to submit the CPS within 15 days from the date of issuance of Sale Order

Important Note: In case Buyer has taken any deviation from the Bid Document, which may be discovered/ revealed during e-auction process or during the validity of the Sale Order, EMD / CPS may be encashed and/or forfeited by NPL and Sale Order if awarded may be annulled with no liability to NPL. NPL may also take other actions as appropriate including blacklisting and debarring the Buyer from current and future participation.

## 14. Contract Performance Security (CPS)

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

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

CPS amount will be released within 3 months after the settlement of the final Invoice issued by NPL, subject to deduction of any amount due to NPL from the Buyer.

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

14.3. The Buyer shall maintain CPS (as applicable under clause 14.1) throughout the tenure of the Sale Order as a security for satisfactory performance. NPL may invoke the CPS either in full or in parts as the case may be. The Buyer shall have to replenish the amount so invoked within 2 (two) weeks of such invocation and intimation from NPL to the Buyer. If Buyer fails to replenish the shortfall amount within the stipulated time of 2 weeks, then NPL shall be at liberty to take appropriate action including but not limited to hold further sales, terminate the Sale Order, forfeit the CPS etc.

14.4. The CPS shall be valid for the period mentioned in clause no. 15.

### **15. Bid currency and validity:**

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

<b>Document</b>	<b>Value</b>	<b>Validity</b>
Earnest Money Deposit (EMD)	5% of the Reserve Price of the intended bid quantity, exclusive of taxes, duties & levies (as applicable)	30 <sup>th</sup> November 2022
Final Price for acceptance	N/A	30 <sup>th</sup> November 2022
Contract Performance Security	5% of the Sale Order amount, exclusive of taxes, duties & levies (as applicable)	30 <sup>th</sup> June 2023 + 3 months grace period

### **16. Period of Contract**

The Sale Order shall be valid for Nine (09) months (from 1<sup>st</sup> October 2022 to 30<sup>th</sup> June 2023).

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

The e-auction quantity of Fly Ash is 40,000 MT. The quantity may vary while actual execution of sale. Further, NPL may decide not to sell 100% e-auctioned quantity. NPL's decision in this regard shall be final and binding on the Buyer(s).

The minimum annual quantity for bidding shall be 300 MT. ACQ of SO will be equally distributed in 9 months which will be monthly MCQ.

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

#### **Note:**

- a) There is no minimum commitment for supply of Fly Ash as the availability of Fly Ash is dependent on operation of the thermal plant. Thus, in case thermal plant is not in operation or is operated on a reduced load/capacity due to any reason whatsoever, the Fly Ash quantity may be reduced to zero or any other number as NPL in its sole discretion decides.
- b) The Buyer shall collect and transport MCQ of Fly Ash on continuous basis to ensure that non-evacuation of Fly Ash does not become constraint for NPL.

- c) NPL shall provide the Monthly Lifting Plan (MLP) by 25<sup>th</sup> of preceding month. NPL will make best efforts to provide the allocated quantity, however in case of lower Fly Ash generation due to unplanned/forced outages or for any other reason, intimation will be given to the Buyer and revised monthly plan(s) will be provided.
- d) Fly Ash quantity will be provided as per availability and at the sole discretion of NPL.
- e) NPL shall not be liable for any claims for shortage in supply of Fly Ash.
- f) NPL may consider supply of additional quantity (over & above the ACQ) subject to availability and at the discretion of NPL on a mutually agreed price at the time of additional allocation. Separate Sale Order shall be issued against the additional quantity, if any.

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

Particulars	Description
Beneficiary Name	Nabha Power Limited
Beneficiary Bank Name	ICICI Bank Limited
Beneficiary Branch Name	SCO 9-10-11, Sector 9-D, Chandigarh 160017
Beneficiary Account Number	001351000076
IFSC Code	ICIC0000013

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

### **18. Quantity Determination:**

Calibration of the weighbridge shall be carried out as per the provisions of Legal & Metrology Act on yearly basis. Calibration certificate is displayed at the weighbridge and a copy of the same shall be provided to the Buyer, in case of demand.

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

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

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

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

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

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

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

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

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

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

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

Mode of transportation: By Road

#### 19.2. Loading, unloading, storage and disposal of Fly Ash.

NPL may facilitate the loading of Fly Ash in vehicle through belt conveyors or provide access to the place where the fly ash bags are kept. However, the Buyer shall make their own arrangements and shall ensure that the loading, unloading, storage and disposal of Fly Ash shall be done in an environmentally friendly manner and in compliance with Applicable Laws.

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

#### 19.3. Monthly compliance certificate

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

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

### **20.Loading Priority:**

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

### **21.Billing and Payment Terms:**

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

21.4. Invoice amount shall be adjusted against the advance amount available with NPL.

## **22. Liquidated Damages (LD)**

22.1. The Buyer confirms that the LD Amount is a genuine pre-estimate of loss / damages and hereby agrees for the payment of the same.

22.2. In case the Buyer fails to lift 80% of the monthly MCQ or MLP, whichever is lower, due to any reason other than Force Majeure or reasons attributable to NPL, the Buyer shall be liable to pay the LD to NPL. The LD shall be levied as follows:

LD on monthly basis

= (80% of MCQ or MLP (whichever is lower) – Actual quantity lifted) x 50% of the unit rate inclusive of taxes, as applicable

The Intimation of the LD amount will be provided to the Buyer(s) on monthly basis. However, the LD amount is to be deposited / recovered on quarterly basis.

22.3. In case the Buyer fails to lift 80% of the quarterly MCQ or MLP, whichever is lower, due to any reason other than Force Majeure or reasons attributable to NPL, the Buyer shall be liable to pay the LD to NPL. The LD shall be levied as follows:

LD on quarterly basis

= (80% of MCQ or MLP (whichever is lower) – Actual quantity lifted) x 50% of the unit rate inclusive of taxes, as applicable

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

22.4. The cumulative LD under the clause 22.2 and 22.3 above shall be limited to LD levied on quarterly basis.

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

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

### **Illustration for levying the LD:**

Let assume,           ACQ = 2700 MT  
                                  MCQ = 300 MT on monthly basis

Illustration1:

Sl. No.	Description	Unit rate inclusive of GST	MCQ/MLP	Actual lifted qty	Minimum lifting to avoid LD	Qty eligible for LD	Unit Rate for levying LD	LD Amount
		Rs/MT	MT	MT	MT	MT	Rs/MT	Rs
<b>1</b>	<b>Monthly LD</b>							
1.1	Oct-22	825	300	200	240	40	412.50	16,500
1.2	Nov-22	825	300	250	240	0	412.50	-
1.3	Dec-22	825	300	180	240	60	412.50	24,750
	<b>Total</b>		<b>900</b>	<b>630</b>				<b>41,250</b>
<b>2</b>	<b>Quarterly LD</b>							
2.1	Quarterly LD	825	900	630	720	90	412.50	37125
	<b>LD amount to be deposited or recovered for the Quarter</b>							<b>37125</b>

*Illustration2:*

Sl. No.	Description	Unit rate inclusive of GST	MCQ	Actual lifted qty	Minimum lifting to avoid LD	Qty eligible for LD	Unit Rate for levying LD	LD Amount
		Rs/MT	MT	MT	MT	MT	Rs/MT	Rs
<b>1</b>	<b>Monthly LD</b>							
1.1	Oct-22	825	300	200	240	40	412.50	16,500
1.2	Nov-22	825	300	250	240	0	412.50	-
1.3	Dec-22	825	300	300	240	0	412.50	-
	<b>Total</b>		<b>900</b>	<b>750</b>				<b>16,500</b>
<b>2</b>	<b>Quarterly LD</b>							
2.1	Quarterly LD	825	900	750	720	0	412.50	NA
	<b>LD amount to be deposited or recovered for the Quarter</b>							<b>NIL</b>

**23.Suspension of supplies:**

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

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

## **24. Taxes & Duties**

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

## **25. Enclosures:**

- 25.1. Annexure-1: Format for Power of Attorney
- 25.2. Annexure-2: Format for EMD Bank Guarantee
- 25.3. Annexure-3: Format for Contract Performance Bank Guarantee
- 25.4. Annexure-4: Format for Undertaking of Fly Ash utilization
- 25.5. Annexure-5: Performance Certificate Format
- 25.6. Annexure-6: Format for Confirmation for disposal of Fly Ash quantity lifted from NPL
- 25.7. Annexure-7: Format for declaration of Intended Quantity and refraining for bidding in excess
- 25.8. Annexure-8: Contractor Safety Manual
- 25.9. Annexure-9: Gate Pass Formats and Formalities

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

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

In such an eventuality, NPL may detain the vehicle and take appropriate action in accordance with law.

26.12.No idle charges, whatsoever, shall be paid by NPL

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

## **28.Confidentiality**

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

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

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

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

**29.Indemnity:** The Buyer hereby accepts full responsibility and indemnifies NPL, its directors, employees, agents, successors and assigns and shall hold them harmless from all acts of omission and commission on the part of the Buyer, his agent, his sub-contractor and employees in execution of the Sale Order and compliance of Applicable Laws. The Buyer also agrees to defend and hereby undertakes to indemnify NPL and shall hold NPL harmless from any and all claims for injury to or death of any person/s and for damage to the property arising out of or in connection with the performance of the work under the Sale Order.

## **30.Communication:**

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

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

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

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

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

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

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

**34. Termination of Contract:**

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

34.1.1. The Buyer's performance is found to be not as per the Good Industry Standards and/or non-compliance of the procedures and SOP's. If the Buyer is adjudged a bankrupt or an insolvent, or has a receiving order issued against it, makes a general assignment for the benefit of its creditors, or, if the Buyer is a corporation and a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Buyer takes or suffers any other analogous action in consequence of debt; or if the Buyer assigns, sublets or transfers the Contract or any right or interest therein without obtaining prior written consent of NPL.

34.1.2. The Buyer, in the judgment of NPL has engaged in Corrupt Practices or Fraudulent Practices in competing for or in executing the Contract. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of any of NPL's personnel or representative (s) in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of NPL, and includes collusive practice among Prospective Buyer/ Buyers (prior to or after Contract submission) designed to establish Contract prices at artificial non-competitive levels and to deprive NPL of the benefits of free and open competition.

34.1.3. The Buyer disregards or violates any Applicable Laws.

34.1.4. The Buyer fails to lift the Fly Ash as follows:

34.1.4.1. Quarterly lifting is less than 75% of the quarterly MCQ

34.1.5. The Buyer commits a breach of the Contract.

34.1.6. The Buyer abandons, ceases its performance of the work or repudiates the Contract.

34.1.7. The Buyer persistently fails to timely correct defects and deficiencies in accordance with the terms of the Contract.

34.1.8. The Buyer fails to pay NPL any undisputed amount by the due date.

34.1.9. The Buyer fails in co-ordination with other Buyers working at NPL

34.1.10. The Buyer fails to comply with statutory requirements.

34.2. The Buyer fails to submit the monthly compliance report (as per Annexure-6) by 4<sup>th</sup> of the succeeding month.

**35. Termination for convenience:** NPL can terminate the contract with a notice period of 30 days without any financial implication. In case of such termination, NPL shall not be responsible for any payment whatsoever, except for the refund of payment/part payment and against which no Fly Ash is lifted by the Buyer.

**36. Sale Order as per Tender Document:** NPL in its discretion will issue the Sale Order to all the Successful Bidder/(s). Once the Sale Order is issued in terms of this Bid Document the same shall govern the Contract and be binding upon both the parties.

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

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

37.1.1. The Buyer is required to take adequate steps to ensure the safety for his workers or staff employed by him or his sub-contractors and shall abide by the safety precautions and instructions enforced concerning safety to the plant and personnel at NPL site.

37.1.2. All employees/representatives/workers of the Buyer shall be given adequate safety training before they are asked to work at NPL site. A certificate duly signed and stamped by safety department will be handed over to NPL's representative,

37.1.3. The Buyer shall provide all safety equipment and PPEs to all its workmen working at NPL Site, as per the type of work and safety guidelines of NPL. In case the Buyer fails to provide necessary personal protective equipment to the workers and tools tackles etc. confirming the rules in force and for safe execution of the work, the same shall be provided by NPL's Engineer In-Charge at the costs and expenses of the Buyer.

37.1.4. The Buyer shall ensure that all safety and health related compliances are followed at NPL site.

37.1.5. NPL's site in-charge, safety in-charge, HR & Admin representatives are authorized to check for any safety violation and will recommend suitable deductions/ action against the Buyer for not complying with safety instructions and the Buyer shall take immediate action as directed.

37.1.6. The Buyer shall take all necessary safety precaution for the workers working inside the plant premises and shall be responsible for any first aid/emergency treatment and any subsequent treatment for his employee/workmen engaged by him. The Buyer shall have workmen compensation policy for all his workmen. The Buyer shall abide by all fire, safety and environment policies and statutes of NPL.

37.1.7. The Buyer is required to take adequate steps to ensure the safety for his workers or staff employed by him or his sub-contractor and shall abide by the safety precautions and instructions enforced concerning safety to the plant and personnel at NPL site. In case the Buyer fails to provide necessary personal protective equipment to the workers and tools tackles etc. confirming the rules in force and for safe execution of work, the same shall be provided by the NPL's Engineer in charge on the expenses of the Buyer.

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

37.2.1. The Buyer shall ensure that there shall be no adverse impact on environment by the activities being carried out under the works of the Sale Order.

37.2.2. The Buyer shall ensure disposal of Fly Ash as per the procedures laid down by PPCB/ CPCB/ MOEF&CC.

37.3. The Buyer shall abide by NPL's safety manual (as attached as per Annexure-8) and provide a declaration, accepting the same.

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

38.1. The Buyer shall not sublet any work or activity to be carried out by him to any other agency without prior written approval from NPL.

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

**39. Dispute Resolution and Arbitration:**

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

- 39.2. The arbitration tribunal shall comprise of three arbitrators. Both the parties shall appoint one arbitrator each and the two chosen arbitrators shall appoint the third arbitrator, who will act as the presiding arbitrator.
- 39.3. The place of arbitration shall be Chandigarh and any award made whether interim or final, shall be deemed for all purposes between the Parties to be made, at Chandigarh.
- 39.4. The arbitration proceedings shall be conducted in English and the award shall be rendered in English. The procedural law of the arbitration shall be Indian law. The award of the arbitrators shall be final, conclusive and binding upon the Parties.
- 39.5. Each Party shall bear the expenses of the arbitrator appointed by it, and all the other expenses shall be shared by the Parties equally. Arbitral Tribunal shall be entitled to award costs.

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

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

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

**42. Transfer of Risk & Title:** NPL shall deliver the Fly Ash at Delivery Point. Risk of Fly Ash shall pass on to the Buyer once the Fly Ash is loaded into the Buyer's vehicle at the Delivery Point and Title shall stand transferred on weightment of the loaded vehicle.

**43. Waiver:** Any failure of NPL to insist in any one or more instances upon strict performance of the Contract/Sale Order or to exercise any option herein contained irrespective of the length of time for which such failure continues, shall not be construed as waiver of any promise or option but the same shall remain and continue in full force and effect. No failure or delay of either Party in exercising its rights hereunder (including but not limited to the right to require performance of any provision of the Contract/Sale Order)

shall be deemed to be a waiver of such rights unless expressly made in writing by the Party waiving its rights.

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

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

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

**Annexure-1: Power of Attorney**

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

**POWER OF ATTORNEY**

Know all men by these presents, We .....(name and address of the registered office of the Prospective Buyer) do hereby constitute, appoint and authorize Mr./Mrs./Ms..... (name and residential address) who is presently employed with us and holding the position of ..... As our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Bid Document no NPL/PROC/2022-23/12 for shortlisting of Prospective Buyers for **Sale of Fly Ash** through rate based competitive bidding process in India, including signing and submission of all documents, Bid and providing information / responses to Nabha Power Limited, representing us in all matters before Nabha Power Limited, negotiating, entering into and executing any Contract, agreement, accepting any Sale Order or LoA, complying with the conditions thereof and generally dealing with Nabha Power Limited in all matters in connection with our response to the said Bid Documents.

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

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

.....(signature)

Name:

Accepted.

Signatures of attorney

(Signature of Notary Public)

..... (signature)

(Name, Designation and Address of the Attorney)

Place: -----

Date: -----

Note:

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

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

**Annexure-2: Format for EMD Bank Guarantee**

(To be used in case Prospective Buyer is submitting the EMD/CPS in the form of a BG)  
(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Bank Guarantee No.: \_\_\_\_\_

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

To,

**The Chief Executive,**

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

Dear Sir,

In accordance with your Bid Document no: **NPL/PROC/2022-23/12** including its revisions/ Amendments/ Addenda/ Corrigenda and Clarifications, M/s ..... Having their registered office at ..... (hereinafter called the "Prospective Buyer") wish to participate in the said bidding for **purchase of Fly Ash** .

As an irrevocable bank guarantee against Earnest Money Deposit for an amount of Rs. \_\_\_\_\_ Only valid as per table mentioned in \_\_\_\_\_ (validity table) of the bid document required to be submitted by the Prospective Buyer as per the Bid Document for participation in the said bidding which amounts is liable to be forfeited on the happening of any contingencies mentioned in the Bid Document.

We, the ..... (Name and Address of the Bank) having our Head Office at ..... (hereinafter called as the "Bank") guarantee and undertake to pay immediately on demand by NABHA POWER LIMITED the amount of Rs. \_\_\_\_\_ Only without any reservation, protest, demand and recourse. Any such demand made by demand made by NABHA POWER LIMITED will be conclusive and binding on us irrespective of any dispute or differences raised by the Prospective Buyer.

This guarantee will be irrevocable and will remain valid as per table mentioned in \_\_\_\_\_ (validity table) of the bid document. If any further extension of this guarantee is required, the same will be extended to such required period on receiving instructions from M/s ..... (Prospective Buyer's name) on whose behalf this guarantee is issued.

This Bank Guarantee will be governed by the laws of India.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on this ..... day of ..... 2022 at .....

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

Witness:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Office Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Designation with Bank Stamp)

Attorney as per Power of  
Attorney No.\_\_\_\_  
Date:\_\_

**Note:**

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

(Prospective Buyers at their option may get draft of EMD vetted by NPL prior to getting the same issued by the Bank).

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

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

Bank Guarantee No.....

Date .....

To,

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

Dear Sir,

In consideration of M/s. **Nabha Power Ltd.**, (hereinafter referred to as 'NPL' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns) having invited Offers for under the Bid Document No. \_\_\_\_\_ dated \_\_\_\_\_ including all its revisions, amendments and addendums. NPL shall issue "Contract/Sale Order (SO)" to M/s ..... (Insert name of Buyers) having its registered office at .....and principal place of business at ..... [hereinafter referred to as the " Buyer" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns] for purchasing **Fly Ash from Nabha Power Limited.** M/s \_\_\_\_\_ having agreed to provide a Contract Performance Security (CPS) by way of a Contract Performance Bank Guarantee (CPBG) for the due performance of the entire Contract/SO for an amount equal to Rs. \_\_\_\_\_/- (Indian Rupees \_\_\_\_ Lakhs Only) (*as per Cl. no..... of SO No.....dated....., insert as applicable*), valid up to DD-MM-YYYY (30 days beyond the validity of the SO + 3 months claim period) unless the same is extended as per the terms of the Contract/SO has approached M/s \_\_\_\_\_ Bank to issue a Bank Guarantee in respect of the same.

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

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

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

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

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

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

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

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

The Bank further agrees that the Bank Guarantee herein contained during its currency and any extension thereof, shall remain in force and continue to have full effect until the obligations under the said Contract/SO are fulfilled by the Buyer and discharged by a letter in writing by NPL stating that the terms and conditions of the said Contract/SO have been fully and properly carried out by the Buyer.

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

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

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

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

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

This Bank Guarantee is governed by the laws of India.

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

Witness:

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

Note:

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

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

#### **Annexure-4**

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

To,

Head Procurement

Nabha Power Limited,

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

Tel. No.: +91-176-2277252

Sub: Undertaking of Fly Ash utilization against the Bid Document No. NPL/PROC/2022-23/12

Dear Sir,

We hereby undertake that the Fly Ash lifted against this Bid Document No. NPL/PROC/2022-23/12 shall be utilized for the following eco-friendly purposes as per the provisions of notification no. 5481 issued by MOEF&CC dated: 31st December 2021.

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

We further undertake to:

- a) use the Fly Ash procured under this Bid Document in compliance with the applicable MoEF & CC Notification for the time being in force.
- b) indemnify NPL, its directors, employees, agents, successors and assigns and keep them harmless against all losses damages costs and other consequences arising from any act of omission and commission on our part, our agents, sub-contractors and employees in execution of the Sale Order in compliance of MoEF & CC Notification dated 31.12.2021 as may be amended/supplemented from time to time.

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

Name and Designation of the Authorized Signatory with Seal

**Annexure-5 (Performance Certificate Format)**

(On the letterhead of the customer)

TO WHOMSOEVER IT MAY CONCERN

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

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

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

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

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

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

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

Thanking You,

Yours Faithfully

(Signature and stamp)

Name:

Date:

Place:

**Annexure-6**  
(on the letterhead of the Buyer)

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

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

Dear Sir,

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

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

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

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

Name and Designation of the Authorized Signatory with Seal

**Annexure-7**

(on the letterhead of the Prospective Buyer)

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

Sub: Declaration of Intended Quantity against Bid Document No. NPL/PROC/2022-23/12

Dear Sir,

We hereby confirm the following:

1. We are participating in the subjected tender for an Intended Quantity of \_\_\_\_\_ MT
2. We are submitting an EMD of INR \_\_\_\_\_, equivalent to 5% Basic Amount of the Intended Quantity.
3. We will not bid for quantity over and above the Intended Quantity during the auction process. In case we bid for quantity over and above the Intended Quantity, NPL at its sole discretion may reject our Bid and may take other actions as per the provisions of this Bid Document.

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

Name and Designation of the Authorized Signatory with Seal