



Nabha Power Limited

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

Document No: NPL/PROC/2023-24/05

Rev. No. 0 Dated: 11th October 2023



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

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

1. General Terms & Disclaimers

- 1.1. Any defined term used in this Bid Document shall have the meaning given to it in clause 2 or as is defined elsewhere in this Bid Document.
- 1.2. This Bid Document is not an agreement or an offer by Nabha Power Limited (**NPL**) to the Prospective Buyers. The purpose of this Bid Document is to provide Prospective Buyers with information to assist the formulation of their Bid. For the avoidance of doubt, Prospective Buyers shall not be permitted to Bid through a Consortium of any form.
- 1.3. Whilst this Bid Document has been prepared in good faith, all information contained in this Bid Document, including commercial, financial, geographical, and legal information has been included for illustrative purposes only to assist Prospective Buyers in making their own evaluation of the Bid. Each Prospective Buyers shall be solely responsible for satisfying itself as to the information required to submit a Bid. The Buyer shall conduct appropriate due diligence, investigations, projections, conclusions etc. to independently verify the information and facts in this Bid Document and to obtain any additional information they might require prior to submitting their Bid for purchase of Material from NPL.
- 1.4. Neither NPL, nor its employees, partners, directors, other staff or the consultants/advisors of any such person:
 - 1.4.1. accepts any responsibility or liability to any Prospective Buyer or any other person arising out of or in relation to this Bid Document (**including in relation to omissions of information**) and/or in respect of the use of, reliance on, such information by Prospective Buyers/Buyers and/or incurred or suffered in connection with anything contained in this Bid Document including any matter deemed to form part of this Bid Document, the award of the Contract, **or otherwise arising in any way from the qualification process for the said Contract;** and
 - 1.4.2. makes any representations or warranty (express or implied) as to the adequacy, accuracy, reasonableness, or completeness of any information in this Bid Document.

Each Prospective Buyer shall be solely responsible for satisfying itself as to the information required to submit a Bid.

- 1.5. This Bid Document includes statements, which reflect understanding of various assumptions arrived at by NPL to give a reflection of current status to the Prospective Buyers. Prospective Buyers are advised to make their own assessments prior to submitting their Bids.
- 1.6. Each Prospective Buyer shall inspect and examine the relevant infrastructure, process & procedures, safety and special instructions practiced at NPL including various routes connecting NPL Site and obtain all information required and satisfy itself regarding all matters and things before submission of its Bid including but not limited to (i) the types and quantities of various scrap & surplus items available for sale (ii) the availability of local labour; (iii) types of machinery & tools required for lifting & loading of scrap & surplus items; and (iv) local working conditions, extreme weather conditions, uncertainties of weather, obstructions and hindrances that may arise etc. all which may affect the work or cost thereof.
- 1.7. By participating in the Bid process, each Prospective Buyer acknowledges and accepts that it has not been induced to enter into such agreement by any representation or

warranty, express or implied, or relied upon any such representation or warranty by or on behalf of NPL or any person working in the Bid process.

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

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

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

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

provided that in each case the disclosing party ensures that the receiving party shall comply with the terms of this Bid Document and the Contract. In respect of any disclosure made pursuant to paragraphs (1.21.1) or (1.21.2), the Buyers shall restrict the disclosure to only that information which must be disclosed in such circumstances and provide NPL with as much advance notice as possible.
- 1.22. All information in relation to this Bid Document and services provided are and shall always remain the property of NPL, and must be returned upon demand, without any copies being retained in any form.
- 1.23. Copyright in the information in relation to the Bid Document and tender process rests exclusively with NPL and such documentation may not be copied, reproduced, distributed or otherwise made available to any other third party (either in whole or in

part) without the prior written consent of NPL, except in connection with the preparation and submission of a Bid.

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

1.26. Bid Schedule:

| Date | Event |
|-------------|--|
| 11 Oct 2023 | Publishing of NIT in newspapers |
| 11 Oct 2023 | Date of availability of Bid document on third party portal |
| 21 Oct 2023 | Last day for submission of Bid at third party portal (by 13:00 hrs) "Bid Due Date" |
| 23 Oct 2023 | Opening of qualification Bids at 10:00 Hrs |
| 24 Oct 2023 | Opening of Price Bids at 10:00 Hrs (depending upon number of Buyers and subject to completion of qualification evaluation) |
| 24 Oct 2023 | Forward auction 14:00 Hrs at third party portal (based on the no. of Buyers) |

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

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

2. Definitions and Interpretations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Abbreviations and Interpretations:

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

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

3.2. Interpretations:

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

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

4. Preparation and Submission of Bids:

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

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

| Sl. No. | Stage | Documents to be submitted |
|---------|-------|---|
| 01 | 1 | <ol style="list-style-type: none"> 1. EMD in form of RTGS to NPL account 2. Signed and stamped copy of latest tender document including all Annexures, addenda, corrigenda, amendments and clarifications. 3. Audited Balance sheet and profit & loss account statement or Turnover Certificate certified by Chartered Accountant for FY 2020-21, FY 2021-22 and FY 2022-23. (Average revenue of the Prospective Buyer in 03 financial year (FY 2020-21, FY 2021-22 and FY 2022-23) shall be equal to or more than INR 50.00 Lakh. 4. PAN Card 5. Certificate of Incorporation / Partnership Deed or PAN Card as applicable 6. GST Registration |
| 02 | 2 | Submission of Price Bid as per Annexure-I of the Bid Document |

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

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

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

5. Submission of Bid:

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

- 5.2. Price Bid should be quoted as per BBU and in the format as per Annexure-I on the E-Portal.
- 5.3. Bid & supporting documents shall be submitted online on E-Portal. Erasures, overwriting and other changes on the Bid shall be not acceptable and make the Bid liable for rejection.
- 5.4. The Buyer is expected to examine all instructions, forms, terms and conditions, specifications, provided in this Bid Document. Bids which fail to furnish complete information required as per the Tender Document in every respect, shall not be entertained and liable to be rejected being non-responsive Bids.

6. Bid Opening and Evaluation Methodology:

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

| Sl. No. | Particulars | Yes | No | Remarks |
|---------|--|-----|----|---------|
| 1 | Whether the DD is in favour of Nabha Power Limited and is of required amount or if the RTGS is of required amount? | | | |
| 2 | Whether the latest copy of bid document including all addenda/ corrigenda/ amendments/ clarifications has been signed and stamped on all pages | | | |
| 3 | Whether the average revenue of the Prospective Buyer in 03 financial year (FY 2020-21, FY 2021-22 and FY 2022-23) is equal to or more than INR 50.00 Lakh. | | | |
| 4 | Whether the Buyer has taken any deviations from the Bid Document | | | |
| 5 | Copy of GST Registration | | | |
| 6 | Copy of Incorporation certificate / Partnership Deed or PAN Card (as applicable) | | | |
| 7 | Copy of PAN Card | | | |

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

6.2. Stage-2: Price Bid evaluation:

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

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

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

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

7. Forward Auction/Close Bidding:

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

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

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

8. Price and Evaluation of the Price Bid

8.1. The Prospective Buyer shall quote its most competitive prices for the Material on as is where is basis as per the Price Bid format.

8.2. The Price Bids shall be evaluated based on the highest quoted Basic Price, excluding taxes, duties & levies, for all the Materials.

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

Notes:

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

9. Negotiations and Award of Contract

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

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

10. Earnest Money Deposit

10.1. The Prospective Buyers are required to submit an Earnest Money Deposit (EMD) of Rs. 200,000.00 (Rupees Two Lakh only) through RTGS (subject to realization of amount in bank account mentioned below). No interest shall be paid on EMD.

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

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

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

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

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

Important Note:

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

11. Contract Performance Security (CPS)

11.1. The Buyer shall submit CPS equivalent to 10% of the estimated value of the Sale Order (exclusive of taxes, duties & levies) or INR 10.00 Lakh whichever is less through RTGS.

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

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

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

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

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

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

12. Bid currency and validity:

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

| Document | Value | Validity |
|---------------------------------------|--|--|
| Earnest Money Deposit (EMD) | Rs. 2,00,000 (Rupees Two Lakh Only) | 30 days from the date of opening of Bid Document. EMD will be refunded/converted as per table mentioned in clause No. 10 |
| Price Bid (Annexure-I) for acceptance | N/A | Two months from the date of opening of Bid Document |
| Contract Performance Security | The CPS amount shall be maximum of the following: INR 10 Lakh or 10% of the amount of Sale Order (exclusive of taxes, duties & levies), whichever is less. | Till the validity of the Sale Order + 30 days settlement period |

13. Period of Contract

The Sale Order shall be valid for a period of three (3) months from the date of its issuance by NPL. The validity of the Sale Order may be further extended based on the mutual discussions between NPL and the Buyer on the same terms & conditions.

14. Estimated Quantity:

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

15. Quantity Determination:

Weighment of Materials shall be carried out on NPL weigh bridge (for tare and gross) installed at NPL. Calibration of the weighbridge shall be carried out as per the provisions of Legal & Metrology Act on yearly basis. Calibration certificate is displayed at the weighbridge.

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

The quantity of the Material will be certified by NPL's Engineer In-Charge (EIC) before issuance of invoice. Transportation of Material outside NPL Site shall be allowed on issuance of gate pass. Gate pass shall not be issued in absence of certification as aforesaid.

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

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

17. Billing and Payment Terms:

17.1. The Buyer shall deposit interest free Contract Performance Security (for the amount as applicable) to NPL through RTGS at the time of execution of the Contract (as mentioned in Clause 11 of the Bidding Document) and the said amount shall be retained by NPL till the validity period as mentioned in this Bid Document. The CPS shall be refunded to the Buyer within 30 days from the date of completion of sale as per the provisions of the Sale Order, subject to deductions/adjustments against any amount due from the Buyer.

17.2. The Buyer shall deposit an amount equivalent to the 20% of the price of the SO, including GST & TCS by way of Demand Draft (or) RTGS payment one day in advance and confirm with NPL Finance & Accounts department by way of email (or) written intimation on their letter head. The Material(s) shall only be taken out after receipt of advance amount by NPL.

- 17.3. The Buyer shall replenish the advance amount as soon as the advance amount available with NPL reaches to or below the amount equivalent to 10% of the price of SO including GST and TCS.
- 17.4. The Buyer shall take permission from the Engineer In-Charge before submission of advance money equivalent to the quantity of Material to be taken out from NPL Site.
- 17.5. The Material shall be physically verified by NPL's representative and will be taken out after issuance of gate pass from NPL.

18. Penalty

- 18.1. 100% of the Material shall be lifted within 90 days from the date of issuance of the Sales Order.
- 18.2. In case the Buyer fails to lift 50% quantity of the Material within 60 days from the date of issuance of Sale Order due to any reason other than Force Majeure or reasons attributable to NPL, NPL may impose a penalty equivalent to 50% of the Contract Performance Security of the Buyer which may be invoked against any amount received from the Buyer.
- 18.3. In case the Buyer fails to lift 100% quantity of the Material within 90 days from the date of issuance of Sale Order due to any reason other than Force Majeure or reasons attributable to NPL, NPL may impose a penalty equivalent to 100% of the Contract Performance Security of the Buyer which may be invoked against any amount received from the Buyer.
- 18.4. Invocation of Contract Performance Security (partial or full) shall in no way relieve the Buyer from completing the works and discharging all its other obligations under the Sale Order.

19. Taxes & Duties

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

20. Enclosures:

- 20.1. Annexure-I: Price Bid Format
- 20.2. Annexure-II: Contractor Safety Manual
- 20.3. Annexure-III: Gate Pass Formats and Formalities

21. Procedures and compliance of SOPs:

- 21.1. The Material shall be lifted after realization of advance amount including all taxes & duties and TCS equivalent to the amount of Material by NPL.
- 21.2. Submission of advance amount in no way authorizes the Buyer to lift the Material from NPL Site. NPL's decision regarding lifting of Material by the Buyer shall be final and binding on the Buyer.

- 21.3. Gate entry of the empty vehicles inside NPL Site shall be allowed from 9:15 AM. The Buyer is advised to bring the vehicles well in advance to complete the paperwork and ensure timely gate entry of vehicles.
- 21.4. The Material shall be lifted from NPL Site between 10:00 AM to 3:00 PM (excluding Sunday & Holidays).
- 21.5. All the Material referred to by NPL shall be lifted by the Buyer in total and any partial lifting shall not be allowed. In case of partial lifting, NPL shall have the right to terminate the Contract/SO with immediate effect and/or to forfeit the CPS of the Buyer without any financial implication on NPL.
- 21.6. All cutting, loading, transportation & collection of Material shall be done by the Buyer at its own cost and resources.
- 21.7. The Buyer shall submit the details of the vehicle along with vehicle number to NPL's Engineer In-Charge (EIC) one day in advance of deployment at NPL Site.
- 21.8. The Buyer will follow the Transport Manifest System as per Applicable Laws.
- 21.9. The Buyer shall follow all SOP's of NPL during the execution of the Contract.
- 21.10. The weigh bridge slip will be accepted by NPL till 4 p.m. only. It shall be the responsibility of the Buyer to weigh the empty vehicle at NPL weigh bridge and produce the necessary weigh bridge slip, so that the weight of the empty vehicle is deducted from the loaded vehicle. Buyer shall weigh the empty vehicle and loaded vehicle at NPL weigh bridge before 4 p.m., in order to facilitate NPL to complete the transaction during working hours. The Material should be loaded in vehicle before 3 p.m. on any working day, within the stipulated delivery days/period.
- 21.11. Under no circumstances the vehicle deployed by the Buyer for lifting of Material shall stay back at NPL Site during night-time.
- 21.12. The outgoing vehicles shall be subject to inspection, if it is suspected at any time that the Buyer has loaded the scrap/Material for which he is not entitled, NPL security staff may get the vehicle unloaded and if the Buyer is found carrying excess Material than mentioned in the despatch documents, NPL shall have the right to detain that vehicle, unload the goods at the cost of the Buyer and terminate the Contract and forfeit the sale value/CPS.
- 21.13. The Buyer shall lift the materials as per the directions of NPL Engineer In-Charge and any selective lifting is not allowed.
- 21.14. The Buyer shall do the reeling of the loosed scrap conveyor belts, at its own cost, before lifting of the same from NPL Site.
- 21.15. No idle charges, whatsoever, shall be paid by NPL.

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

23. Confidentiality

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

- i) refraining from disclosing Confidential Information to persons within its organization not having a reason to know, and all persons outside such organizations unless they have a

reason to know and are bound by fiduciary duties of confidentiality to the receiving party, and;

ii) advising all its directors, employees and its representatives that have access to Confidential Information of its confidential and proprietary nature.

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

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

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

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

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

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

26. Language: Contract language shall be English only.

27. 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.

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

29. Termination of Contract for Buyers event of default:

- 29.1. NPL reserves the right to terminate the Contract with immediate effect, without any financial implication on NPL, if
 - 29.1.1. 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.
 - 29.1.2. 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.
 - 29.1.3. Disregards or violates any Applicable Laws.
 - 29.1.4. Delay in executing the Contract resulted in reaching cap of Penalty due under the terms of the Contract.
 - 29.1.5. Commits a breach of the Contract.
 - 29.1.6. Abandons, ceases its performance of the work or repudiates the Contract.
 - 29.1.7. Persistently fails to timely correct defects and deficiencies in accordance with the terms of the Contract.
 - 29.1.8. Fails to pay NPL any amount due and not disputed by the date required for such payment.
 - 29.1.9. Fails in co-ordination with other Buyers working in the same or adjacent projects
 - 29.1.10. Fails to comply with statutory requirements.

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

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

31. Quality, Environment, Health & safety

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

- 31.1.1. The Buyer is required to take adequate steps to ensure the safety of his workers or staff employed by him or his sub-contractors and shall abide by the safety precautions and instructions enforced concerning safety to the plant and personnel at NPL site.
- 31.1.2. 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,
- 31.1.3. 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.
- 31.1.4. The Buyer shall ensure that all safety and health related compliances are followed at NPL site.
- 31.1.5. 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.
- 31.1.6. 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.
- 31.1.7. 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.

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

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

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

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

- 32.1. 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.
- 32.2. If permission is granted, a similar agreement shall be signed with the sub-Buyer, who shall comply with the above guidelines.

33. Dispute Resolution and Arbitration:

- 33.1. Any dispute, controversy or claims arising out of or relating to the Sales Order or any breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996.
- 33.2. 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.
- 33.3. 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.
- 33.4. 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.
- 33.5. 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.

34. Force Majeure:

- 34.1. 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:
 - 34.1.1. natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics, storm & lightning substantially affecting the work;
 - 34.1.2. acts of any Government, including but not limited to war, declared or undeclared, and order of quarantines, embargoes, lock-down etc issued under Applicable Laws;
 - 34.1.3. accidents such as fire and explosions;
 - 34.1.4. strikes or industrial disputes (which are not limited to or affecting a Party or its sub-vendor) and sabotage;
 - 34.1.5. riots, civil commotion, insurrection, act of terrorism, belligerence, hostilities, revolution.
- 34.2. No Party shall be in breach of its obligations pursuant to the Contract to the extent, that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure event. Provided the Party shall within fifteen (15) days from the occurrence of such a cause notify the other by a Written Notice disclosing full particulars of the event of Force Majeure, its effect on the Party claiming relief and the remedial measures proposed and undertaken.
- 34.3. If Force Majeure applies at any time prior to the scheduled completion period, the Parties shall meet to discuss a revised schedule for the completion of the Contract.
- 34.4. To the extent not prevented by a Force Majeure event, the Party shall continue to

perform its obligations pursuant to the Contract. The affected Party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

34.5. Either Party claiming Force Majeure to avoid any obligation under the Contract shall prove the existence of the same.

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

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

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

38. 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.

39. 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.

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

To,

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

Dear Sir,

Sub: Sale of Materials by NPL

Having examined the Bid Document No. **NPL/PROC/2023-24/05** including its revisions/ amendments/ addenda/ corrigenda and clarifications, the receipt of which is hereby acknowledged, we the undersigned, hereby submit our Offer in full conformity with the provisions of the Bid Document, exclusive of all taxes and duties as follows:

| Sl. No. | Scrap & Surplus Materials | UOM | UOM | Rate | Remarks |
|---------|--|---------|-----|----------------|---|
| | | | | INR/UOM | |
| 1 | Steel - M.S. (including pipes, reinforcement bars, small pieces of steel items etc.) | 200,000 | KG | | Kindly submit the price bid on E-Portal |
| 2 | Galvanised Iron (GI Pipes, Cable trays) | 5,000 | KG | | Kindly submit the price bid on E-Portal |
| 3 | Stainless Steel | 1,000 | KG | | Kindly submit the price bid on E-Portal |
| 4 | Manganese Steel | 5,000 | KG | | Kindly submit the price bid on E-Portal |
| 5 | High Chromium Steel - Nickel alloy steel Auxiliary Nozzles | 400 | KG | | Kindly submit the price bid on E-Portal |
| 6 | Chromium- Nickel Steel (Coal Nozzle & Splitter plates) | 600 | KG | | Kindly submit the price bid on E-Portal |
| 7 | Aluminium Sheets | 600 | KG | | Kindly submit the price bid on E-Portal |
| 8 | Metal chips in workshop (MS/SS) | 3,500 | KG | | Kindly submit the price bid on E-Portal |
| 9 | Non-Metal chips in Workshop (PVC/PTFE) | 200 | KG | | Kindly submit the price bid on E-Portal |
| 10 | Oil/Chemical MS Drums 220 Ltr | 100 | Nos | | Kindly submit the price bid on E-Portal |
| 11 | Paint drum 20 Ltr (PVC) | 50 | Nos | | Kindly submit the price bid on E-Portal |
| 12 | Wooden Scrap | 15,000 | KG | | Kindly submit the price bid on E-Portal |
| 13 | Cut Piece-Conveyor Belt | 12,000 | KG | | Kindly submit the price bid on E-Portal |
| 14 | Mix Scrap (PVC Fills, HDPE Pipes, rubber bellows / hoses, Plastic, Cloth | 15,000 | KG | | Kindly submit the price bid on E-Portal |

| Sl. No. | Scrap & Surplus Materials | UOM | UOM | Rate | Remarks |
|---------|---|-------|-----|---------|---|
| | | | | INR/UOM | |
| 15 | Debris (small pieces of carton boxes, papers, damaged PVC drums etc.) | 2,000 | KG | | Kindly submit the price bid on E-Portal |
| 16 | E-Waste | 2,000 | KG | | Kindly submit the price bid on E-Portal |
| 17 | Transformer 500 VA | 1 | Nos | | Kindly submit the price bid on E-Portal |
| 18 | SS Braided hose | 1,000 | KG | | Kindly submit the price bid on E-Portal |
| 19 | Strainer CS – BFP/CEP | 21 | Nos | | Kindly submit the price bid on E-Portal |

Notes:

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

Signature:

Name:

Designation:



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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UNDERTAKING 21



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 |  |







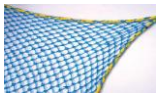





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| 4 | Ear muff | Leslico / Karam /3M Hard hat mounted 1450 ear muff- NRR 23 dB |  |
| | | Helmet attachable ear muff EP 23, NRR 27 dB, EN 352- 1; 2002 |  |
| 5 | safety spectacles (shaded/clear) | <p>Karam / 3M™ Virtua™ / UVEX Protective Eyewear, 11326-00000-100 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> |    |










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| 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 |  |



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|----|-------------------------------------|---|---|
| | | 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 |  |



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| 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

PERMANENT GATE PASS APPLICATION FORM
CONTRACT WORKERS

Ser No. _____

NAME OF CONTRACTOR : _____

NAME OF SUB CONTRACTOR : _____

NAME OF THE CONTRACT WORKER : _____

PHOTO
DULY
STAMPED

DESIGNATION : _____ AGE _____ GENDER : M/F

FATHER/HUSBAND NAME : _____

IDENTIFICATION MARKS : _____

WORK AREA : _____ POLICE VERIFICATION: YES/NO

MEDICAL FITNESS VALID UPTO : _____

SAFETY TRAINING VALID UPTO : _____

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

UNDERTAKING

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

SIGN/THUMB IMPRESSION
OF APPLICANT

SIGN OF SUB CONTRACTOR

SIGN OF CONTRACTOR

DOCUMENTS REQUIRED FOR CONTRACT WORKER'S GATE PASSES

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

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

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

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

Medical Tests:

1. Following tests are recommended against category of workers.
 - a. **COVID Test** – For all those who are **coming for FIRST TIME** under all above categories.
 - b. **Hb%, TLC, DLC, Platelets counts, Urine** – For all those falling in categories 2 – 4, coming for first time.
 - c. **Blood Sugar Random** – For all those **aged more than 30 yrs** for categories 3 & 4, coming for first time.
 - d. **Chest X-Ray PA View** – For those who will work in dusty areas of plant in categories 4, coming for first time.
 - e. **ECG** – Only for those aged more than 45 years in categories 3 & 4, coming for first time.
2. **Renewal of gate passes** under all these categories will not require any investigation if total extended period is not more than 45 days or symptomatic.