



Nabha Power Limited

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

Document No: NPL/Biomass Pellets/2024-25/089

Rev No 0. Dated 15th Jul 2025



**BID DOCUMENT
FOR ONE YEAR CONTRACT FOR
SUPPLY OF AGRO RESIDUE BASED NON-TORREFIED BIOMASS
PELLETS
TO
NABHA POWER LIMITED**

Communication Address:

PO Box No. 28, Near Village Nalash,

Rajpura, Punjab-140401, India.

Tel. No.: +91-1762-277267

E-mail: COALTENDERS.NPL@LARSENTOUBRO.COM

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GENERAL TERMS AND DISCLAIMERS

1. Any capitalized term defined in this Bid Document shall have the meaning given to it in Annexure VIII (General Terms and Conditions) or as is defined elsewhere in this Bid Document.
2. This document is for inviting Bids for Supply of paddy straw and other agro residue based Non-Torrefied pellets to NPL Power Plant. The purpose of this Bid Document is to provide potential Bidders with information to assist the formulation of their Bid.
3. The purpose of this Bid Document is to provide potential Bidders with information to assist the formulation of their Bid. Whilst this Bid Document has been prepared in good faith, all information contained in this Bid Document, including financial, geographical, commercial, legal and technical information has been included for illustrative purposes only to assist Bidders in making their own evaluation of the Bid. Each Bidder shall be solely responsible for satisfying itself as to the information and other factors required to submit a Bid for the Scope of Work. The Bidder shall conduct appropriate due diligence, investigations, projections, conclusions and consult their own advisors to independently verify the information and other factors including conditions & circumstances that may have any effect on the Bid to be submitted under this Bid Document and to obtain any additional information they might require prior to submitting their Bid.
4. Neither NPL, nor its employees, partners, directors, other staff or the consultants/advisors of any such person:
 - a. makes any representations or warranty (express or implied) as to the adequacy, accuracy, reasonableness or completeness of any information in this Bid Document; and
 - b. accepts any responsibility or liability to any Bidder 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 Bidders and/or incurred or suffered any costs, losses, damages & other consequences 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.

Each Bidder shall be solely responsible for satisfying itself as to the information and other factors required to submit a Bid.

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 Bidders. Bidders are advised to make their own assessments prior to submitting their Bids.

6. Each Bidder shall inspect and examine the relevant infrastructure at NPL Power Plant 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 type and number of equipment and facilities for the satisfactory completion of the Scope of work set out in this Bid Document, (ii) the quantities and conditions of various sections of work, (iii) the availability of local labour, (iv) availability and rates of required materials, (v) local working conditions, weather conditions, obstructions and hindrances that may arise etc. that may effect the work or cost thereof.
7. By participating in the Bid process, each Bidder 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 involved in the Bid process. Submission of Bid shall be considered as acceptance of the terms and conditions of this Bid Document.
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:
 - a. amend the Scope of Work and/or terms of the business opportunity described in this Bid Document.
 - b. amend, terminate or suspend any element of the procurement process, including by extending any date, time period or deadline provided for in this Bid Document.
 - c. reject or disqualify any or all Bid(s) with or without assigning any reason.
 - d. waive any defect or irregularity in any Bid or any non-conformity in the form or content of any Bid and accept that Bid.
 - e. re-advertise for new Bids or enter into negotiations for this Bid Document with other qualified third parties; and/or
 - f. proceed with the Scope of Work and/or work of a similar nature in some other manner or not at all.

Notice of such change shall be uploaded on NPL's website <https://www.nabhapower.com/tenders/coal-procurement-tenders/>. Bidders are required to visit the website and keep abreast of any such changes.

9. Though adequate care has been taken while preparing the Bid Document, the Bidder shall satisfy itself that the documents are complete in all respects. Intimation of any discrepancy shall be given to NPL immediately in writing. If no intimation is received from any of the Bidders within the timelines of clarifications/ suggestions, it shall be considered that the Bid Documents are complete in all respects and have been received by the Bidder. NPL also reserves the right as to whether to implement or not the clarification/ suggestions received within the timelines and is in no way bound to implement any/all suggestions. No suggestion/

request for clarification shall be entertained after the expiry of timeline for clarification/suggestion.

10. NPL reserves the right to abandon the bidding process resulting in non-award of contract to any Bidder against this bidding process.
11. NPL reserves the right at its sole discretion to cancel or amend the bidding process or to reject any or all 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 Bidder in preparation and submission of the Bid as well as for post bid discussions/interactions. For the avoidance of doubt, each Bidder 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 bidding 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.
12. It shall not be binding on NPL to accept the lowest or any other Bid. It shall not be obligatory on the part of NPL to furnish any reason, information or explanation for the rejection of the whole or any part of the Bid.
13. Bidder shall not assign or transfer the Contract or any part thereof, without prior written consent of NPL.
14. Bidder shall comply with Applicable Laws and requirements/policies of State Govts. and any other statutory authority (s) related to Scope of Work during the tenure of the Contract.
15. This Bid Document and the Contract 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 Patiala, Punjab, India.
16. Canvassing in any manner (either directly or indirectly) may, in NPL's sole discretion, lead to disqualification and blacklisting of the Bidder from further involvement in the bidding process and from participating in the future tenders issued by NPL for 2 years (or such other period as determined by NPL at its sole discretion).
17. If there is a discrepancy between the original document and its copy, the original document will be considered for the bidding process.
18. NPL reserves its right to make changes/amendments to this Bid Document and any Purchase Order.
19. Insurance and safety of workers/Employees of Bidder is in the scope of Bidder.

20. Bidders shall not for the duration of the bidding process, solicit or entice away the employees of NPL, nor knowingly do or cause to be done any act whereby any such person would be induced or encouraged to leave the employment or engagement of NPL (whether or not such employee would commit a breach of his contract of employment or engagement by leaving). NPL may, at its discretion, disqualify and stop further participation of any Bidder from the bidding process who fails to comply with this requirement.
21. NPL is concerned to avoid any conflicts of interest and may, at its discretion, disqualify any Bidder from further involvement in the bidding process, should an actual or potential conflict of interest arise.
22. NPL may, at its discretion, disqualify from further involvement in the bidding process any Bidder who is in conflict of interest with one or more Bidders, a Bidder is set to be in conflict of interest if (either directly or indirectly):
- a. fixes or adjusts any element of the pricing of its Bid by or in accordance with any agreement or arrangement with any other Bidder;
 - b. enters into any agreement with any other person 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;
 - c. causes or induces any person to enter such agreement as is mentioned in either of the above;
 - d. communicates to any person other than NPL the amount or approximate amount of any element of the pricing of its Bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Bid, or professional advice required for the preparation of its Bid); and/or
 - e. causes or induces any person to inform the Bidder of the amount or approximate pricing of any element of any rival Bid.
23. Without prejudice to any other provision of this Bid Document, all Bidders 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:
- a. the purpose of enabling a Bid to be prepared and submitted.
 - b. as may be required to be disclosed by judicial process of a court having jurisdiction to entertain and adjudicate the dispute as well as for calling the records and
 - c. disclosed in an action or proceeding brought by a Bidder in pursuit of its rights or the exercise of its remedies in connection with the scope of work.

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 (b) or (c), the Bidders shall restrict the disclosure to only that

information which must be disclosed in such circumstances and provide NPL with advance notice.

24. All information supplied in relation to this Bid Document are and shall always remain the property of NPL and must be returned upon demand, without any copies being retained in any form.
25. Copyright in the information in relation to the Bid Document and bidding 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.
26. Bidders shall not issue or release any publicity in relation to, nor comment on, the Contract/PO, the bidding process without NPL's prior written consent. Further, Bidders 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.
27. This Bid Document sets out NPL's requirements in respect of the Supply of agro residue based Non-Torrefied pellets. 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 Bidder including any LoA/ PO.
28. Bidders must have class 3 Digital Signature Certificate (DSC) in the name of Authorized Signatory from any of the licensed Certifying Agency (CA) (Bidders can see the list of licensed CAs from the link www.cca.gov.in) for submission of Price Bid and to participate in reverse bidding.
29. To participate in the bidding process, Bidders must register them/their firm on E-portal & obtain login credentials / password for the same and keep the same valid up to completion of bidding process. The lowest price discovered during bidding shall be the opening price (start price for reverse bidding, if proposed). Projection of opening price on the screen shall initiate the reverse bidding process, which shall be conducted as per the instructions and procedure provided by the E-portal service provider at the time of reverse bidding.
30. During reverse bidding, Bidders shall submit their Bids online and follow the instructions as provided on the screen for submission of Bids. Post reverse bidding, Bidder(s) shall provide the break-up of Landed Cost, else the decrement will be done in the manufacturing cost. Detailed procedure for reverse bidding shall be uploaded on E-portal of service provider and training session will also be conducted by the service provider.

31. The figures mentioned in the Illustrations given in the Bid Document are only for illustrative purposes. It has no bidding on the Contract.

32. All communication pertaining to this Bid Document shall be addressed to:

SCM Head

PO Box No. 28, Near Village Nalash, Rajpura-I40401, Punjab, India.

Tel. No.: +91-1762-277267

E-mail: COALTENDERS.NPL@LARSENTOUBRO.COM

33. Participation as Consortium:

- a. The maximum number of partners of a Consortium shall be two (2). The Consortium shall necessarily identify one of the partners as lead partner, which meets the financial qualification requirements. The composition or the constitution of the Consortium cannot be altered.
- b. For a Consortium, the Bid must be submitted by the lead partner on the E-portal. Bid submitted by any other partner of the Consortium will be rejected. All the Partners of the Consortium shall be from India.
- c. The lead partner shall be authorised to act and receive instructions for and on behalf of the Consortium and the entire execution of the Contract shall be done exclusively by the lead partner. NPL shall release the payment due to the Consortium to the lead partner and not to other partner of the Consortium. The above is without any liability of whatsoever nature to NPL, in case of award of the Contract to a Consortium.
- d. Each Bidder is permitted to submit only one bid in response to this Bid Document. The bid submitted by the Consortium shall be treated as the Bid of all the individual partners of the Consortium. Thus, if any Bidder submits more than one bid (either individually or in a Consortium), then such Bidder and its Consortium(s) shall be disqualified..

Illustration:

Let the consortium partners be A and B.

Submission of Bid by:	Disqualified
One bid by A and another by Consortium; or One bid by B and another by Consortium; or	Consortium as well as A & B
One bid by A, another by B and other by Consortium;	Consortium as well as A & B

Note: A partner in one Consortium cannot be a partner in another Consortium. If it is found that a person submits Bids as a member of more than one Consortium, all such Bids shall be rejected.

- e. In case of a Consortium, the combined available manufacturing capacity of the partners shall be considered for allocation.
- f. The POA in favour of authorized signatory shall be given and executed by every partner of the Consortium.
- g. The Consortium partners shall be jointly and severally obligated to perform the Contract.
- h. In the event of award of Contract to the Consortium, Performance Bank Guarantee shall be submitted by the lead partner.
- i. In case of default by a Consortium, Consortium as well as all its partners shall be liable for the action in terms of the provisions of the Bid Document / Contract (as applicable).

34. Bidder(s) including any partner of the Consortium (in case the Bid is being submitted through Consortium) shall (a) not have a history of abandoning projects/ contracts/ work orders and (b) at present are not suspended/ terminated/ debarred/ blacklisted for supplies of Agro Residue based non-torrefied Pellets by any State/ Central/ PSU organizations or by other thermal power plants located in Punjab for the works carried out for power plant. In such a case/ situation, the Bid shall be rejected, in addition to other rights & remedies available to NPL under the Bid Document.

35. Tender Timelines:

Date	Event
15 Jul 2025	Publishing of NIT in newspapers
15 Jul 2025	Date of availability of Bid Document at NPL website
19 Jul 2025	Last date for receipt of comments/suggestions (latest by 18:00 Hrs)
22 Jul 2025	Date of uploading response to clarifications
22 Jul 2025	Commencement of submission of Bid on E-portal from 10:00 Hrs onwards
4 Aug 2025	Closing of submission of Bid including EMD on E-portal shall be at 13:00 Hrs ("Bid Due Date")
5 Aug 2025	Opening of Technical Bids at 11:00 Hrs
8 Aug 2025	Opening of Price Bids at 11:00 Hrs (depending upon number of Bidders and subject to completion of Technical Evaluation)
8 Aug 2025	Reverse Bidding (Time will be intimated to the Bidders)

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

VOLUME I. INSTRUCTIONS TO BIDDERS

I. GENERAL INFORMATION ABOUT NPL's THERMAL POWER PLANT:

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

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

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

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

In line with relevant CEA/ MoP/ MOEF&CC/ other government agency advisory /guidelines/ directions, NPL intends to deploy competent Contractor(s) for supply of Agro residue based Non-Torrefied pellets for blending with coal.

2. QUALIFICATION CRITERIA:

	Parameters	Minimum Requirement for the Bidder(s)	Documents Required to be submitted
For Traders: Technical Qualification Requirements	(a) Bidder should have experience of having successfully supplied the Material and (b) Shall supply the Material from manufacturing facilities located in the state of Punjab or within 250 kms by road from NPL Plant.	a) Contracts(s) for supply of Material not less than 40% of the quoted quantity in a period of consecutive 12 months during the last 3 (three) years ending 30th June 2025 b) Undertaking as per Annexure-XIX	1. Certificate issued by Statutory Auditors/ Chartered Accountant based on the PO/Work order. (Sample certificate as per Annexure-III A) 2. Self-certified true copies of the PO/Work order. 3. Performance certificate issued by any customer for supply of Material in reference to Sl. No. 1 & 2 above. 4. Undertaking as per Annexure-XIX
For manufacturers: Technical Qualification Requirements Manufacturing Facility	Must have manufacturing facility	Manufacturing Facility shall be in the state of Punjab or within 250 kms by road from NPL Plant. The quoted quantity cannot be more than the free capacity declared in Annexure-XIV.	Certificate issued by Statutory Auditor or Chartered Accountant (CA) as per Annexure-XIV.
Financial Qualification Requirements	Net worth of Bidder as on 31.03.2024 or 31.03.2025 (as applicable. Refer Notes)	Rs One (1.00) Crore Only	Annexure III certified by Statutory Auditor / Chartered Accountant supported by audited Balance sheet

Illustration:

Technical qualification requirement for traders:

Let the quoted quantity by the trader be = 100 MT per day x 365 days = 36,500 MT.

Qualifying quantity = 40% of 36,500 MT = 14,600 MT

Qualification Requirement: The trader must have contract(s) and performance certificate(s) for supply of Material not less 14,600 MT in a period of consecutive 12 months during the last 3 (three) years ending 30th June 2025 i.e. between 1st July 2022 to 30th June 2025.

Notes:

- a) Both manufacturers and traders are allowed to participate.
- b) **Subsidiaries shall be** eligible to bid on the basis of credentials of their parent company.
- c) It is hereby clarified that only audited balance sheet will be considered.
- d) Minimum quantity to be offered for the Scope of Work during the period of the Contract is 100 MT per day (MTPD). Bids with offered quantity lesser than 100 MTPD shall be rejected.
- e) The Bidder shall provide CA certificate confirming the free capacity, equivalent to the offered quantity, as per Annexure (XIV)
- f) The Bidders to whom NPL has issued a termination letter in the last 2 years on account non-supply of Material in breach of any of the contract(s)/ purchase order(s) shall not be eligible to participate in this tender process.

3. PREPARATION AND SUBMISSION OF BIDS:

3.1. PREPARATION OF BID:

3.1.1. The complete Bid Document may be downloaded from NPL website <https://www.nabhapower.com/tenders/coal-procurement-tenders/>. The Bidder(s) shall submit the Price Bid and other requisite documents through online mode only. Details of Price Bid and other requisite documents are as under:

Sl. No.	Description	Documents To Be Submitted	Mode of submission
01	“Price Bid”	i. Price Bid as per Annexure-IV of the Bid Document.	Online
02		i. Covering letter as per format in Annexure-I (original)	Online

Sl. No.	Description	Documents To Be Submitted	Mode of submission
	“Requisite Documents”	<ul style="list-style-type: none"> ii. Power of Attorney in favour of Authorized Signatory as per format in Annexure-II (notarised copy) iii. Latest version of Bid Document including all amendments/ addendums/ clarifications, each page duly stamped and signed by the Authorized Signatory of the Bidder. iv. Certificate issued by Statutory Auditor or CA against technical qualification requirement for traders. (Annexure III-A) v. Certificate issued by Statutory Auditor or CA against financial qualification requirement. (Annexure III-B) vi. Audited Balance Sheet and P&L statement. vii. Vendor identification form (Annexure-V) viii. Undertaking of Paddy Procurement and Composition (Annexure-X) ix. Declaration of Related Parties (Annexure-XI) x. Certificate issued by Statutory Auditor / CA for the declaration of manufacturing facility for manufacturers (Annexure-XIV) or undertaking on Bidders letterhead for Traders (Annexure-XIX) xi. Memorandum of Association (MoA), Article of Association (AoA). 	

Sl. No.	Description	Documents To Be Submitted	Mode of submission
		xii. Certificate of incorporation and Board Resolution. xiii. GST registration certificate xiv. Copy of PAN card	

3.1.2. The Bid must be unconditional and non-suggestive. Bids with conditions/suggestions (including any amendments to the terms & conditions of this Bid Document) being non-responsive are liable to be summarily rejected in NPL's sole discretion. Any Bidder specifying conditions/suggestions may be debarred from participation in the future bidding process.

3.1.3. The Bidder shall quote its prices/rates for the complete Scope of Work set out in clause 15 of Vol. III and other terms and conditions of the Bid Document, in the Price Bid format described in Annexure IV. The Bid and supporting documents prepared by the Bidder shall be in English. The prices shall be indicated in figures with Landed Cost as per provided format.

3.1.4. Bid shall only be submitted online. Bid submitted in physical form shall not be entertained and stand rejected.

3.1.5. Bidder(s) shall submit the POA in physical form at the following address:

SCM Head,
 Nabha Power Limited
 PO Box 28, Near Village Nalash,
 Rajpura-140401, Punjab, India.
 E-mail: COALTENDERS.NPL@LARSENTOUBRO.COM

3.1.6. The Bidders shall send the POA by registered post, speed post, courier or by hand delivery, to reach NPL at the specified address. The POA shall reach NPL within 10 days from the date of demand by NPL. POA submitted by telex/telegram/fax shall not be considered under any circumstances.

3.2. **RELATED & INTERESTED PARTIES:**

Bidder shall submit only one Bid and any of the parent company/ Associate/ affiliate/ Related Parties/ ultimate parent company of the Bidder shall not separately participate (directly or indirectly) in the same bidding process.

A Bidder shall not have conflict of interest that affects the bidding process. Further, if any Bidder is having a common interest with other Bidders participating in the same bidding process, the Bids of all such Bidders shall be rejected in NPL's sole discretion.

A Bidder shall be deemed to have a common interest affecting the bidding process in the events:

- (a) Bidder, or any Associate thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its members or any Associate thereof; or
- (b) Bidder or any associate thereof having common management control in other participating bidding company or any of its associate participating in the same Bid.

3.3. SUBMISSION OF BID:

- 3.3.1. For online submission of Price Bid & reverse bidding, Bidders shall register themselves on E-portal <https://npl.abcprocure.com/EPROC/>.
- 3.3.2. Bidders should understand the online submission procedure thoroughly and then fill up/submit the Bids. Bidder must register themselves with the E-portal well in advance to understand the process and formalities for online Price Bid submission and reverse bidding, if proposed. No excuse of knowledge regarding online submission/reverse bidding shall be accepted.
- 3.3.3. The Bidders, in their own interest are advised not to wait till the last moment, to submit their bids. NPL shall not be responsible for any delay in receipt of the Bids any reason whatsoever including failure or non-availability of Internet connectivity and/or electrical power, DSC related issues, issues related to equipment, hardware and software. However, NPL at its discretion may extend the timelines for any reasonable cause.
- 3.3.4. For online submission of Price Bid, the Bidder is required to obtain Class III Digital Signature Certificate (meant for E-Tendering) from any authorized agencies. The Bidder, in whose name the Digital Signature Certificate/Registration is obtained, can only fill-up and submit the Price Bid.
- 3.3.5. Bidders shall fill-up/submit the Price Bid online in the formats provided on the E-portal (Annexure-IV).

- 3.3.6. In case of any further information regarding online submission of Price Bid/reverse bidding or if Bidder needs any assistance in accessing/submission of Price Bid/clarification or if training is required for Price Bid submission/ reverse bidding, then Bidders can contact M/s. e-Procurement Technologies Limited (EPTL) as per the below details:

e-Procurement Technologies Limited	<p>Contact person and respective contact numbers are as follows:</p> <p>(a) Khushboo Mehta Email: khushboo.mehta@eptl.in; mobile: 95108-13528</p> <p>(b) Jaymeet Rathod Email: jaymeet.rathod@eptl.in; mobile: 90810-00427</p> <p>(c) Komal Dave Email: komal.d@eptl.in; mobile: 99044-07998</p> <p>(d) Common email address: Support@abcProcure.com</p> <p>Website- https://npl.abcprocure.com/EPROC/</p>
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4. BID OPENING AND EVALUATION METHODOLOGY:

NPL shall not be responsible, for any delay in submission of Bid on the E-portal. NPL will have the sole discretion to extend any of the timelines related to the bidding process.

- 4.1. The requisite documents will be opened in the presence of NPL and Punjab State Power Corporation Limited (PSPCL) representatives as per the timelines specified.
- 4.2. Bids which are not complete in all aspects are liable for rejection. NPL may at its discretion accept any non-material/minor deviations. NPL and PSPCL representative(s) for tender process shall have the discretion to decide whether the deviation is minor/non-material or not.
- 4.3. After evaluation of the requisite documents, Price Bid of the Qualified Bidders (who meet the qualification requirements) shall be opened online in the presence of NPL and PSPCL representative as per the specified timelines. All Qualified Bidders shall be eligible for participation in the reverse bidding.
- 4.4. All documents submitted as a part of bidding process shall become the property of NPL and are not returnable.

Note:

- (a) NPL reserves the right to verify the authenticity of the documents submitted for meeting the qualification requirement and may request for any additional information and documents. NPL reserves the right to contact the Bidder's bank and third parties' references to verify the Bidder's information and documents for the purpose of

qualification. In such cases, Bidder shall co-operate fully with NPL at their own cost. In case NPL desires to verify copies with originals, Bidder is required to make them available at NPL premises.

- (b) Bidders shall not be allowed to submit any new contract(s), purchase order(s), and/or performance certificate(s) at the clarification stage. Therefore, Bidders shall submit the necessary documents to meet the qualification requirements after thorough scrutiny.

4.5. **Evaluation for Qualification:** The Bid will be evaluated on qualification criteria as per clause 2 and clause 3.1.1 above.

4.6. **Evaluation of the Price Bid:** The Price Bids shall be evaluated based on lowest quoted unit rate (Rs/MT/GCV inclusive of all taxes & duties) on FOR destination basis.

5. NEGOTIATIONS AND AWARD OF CONTRACT:

NPL reserves the right to negotiate with the Bidders (after reverse bidding) in consultation with PSPCL. Notwithstanding any other provision of this Bid Document, the Contract between NPL and the Successful Bidder(s) shall come into existence on issuance of Letter of Award (LOA) or the first Purchase Order, whichever is earlier.

5.1. NPL may at its own discretion issue Letter of Award (LoA) to the Successful Bidder(s). NPL may award Contract(s) to more than one Successful Bidder and such Contract shall incorporate the terms of this Bid Document.

5.2. NPL may issue Purchase Order(s) to the Successful Bidder(s) who must comply with the terms of such Purchase Order(s).

5.3. Further, NPL shall in no circumstances be obliged to issue any LOA(s)/Purchase Order(s) to any or all the Successful Bidder(s). However, any failure to comply with the terms of an issued LOA/Purchase Order shall be treated as a breach of the terms of the Contract and NPL shall be entitled to exercise its remedies specified in the Contract.

6. BID CURRENCY AND VALIDITY:

6.1. The Bidder shall quote the prices in Indian Rupees (INR) as per the Price Bid format provided in Annexure IV.

6.2. The Bids submitted shall be valid for acceptance as per the validity table in clause 8 of Vol.-I. Bid validity can be extended further by mutual agreement in consultation with PSPCL.

7. EARNEST MONEY DEPOSIT (EMD) AND CONTRACT PERFORMANCE SECURITY (CPS):

A - EARNEST MONEY DEPOSIT (EMD)

7.1 The Bidders are required to make an Earnest Money Deposit (EMD) as per the below table through RTGS (subject to realization of amount in undermentioned bank account).

Quoted Quantity in TPD (Tonne per day)	EMD Amount in (INR)
100 to 140	25 Lakh
150 to 300	40 Lakh
310 to 760	50 Lakh
770 to 1000	75 Lakh
1010 to 1200	100 Lakh

The Bank account details are as follows:

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

Note: No interest shall be paid on EMD.

7.2 EMD shall be refunded/ retained/ converted as part of CPS as per the table below:

LI Bidder and Bidders who matched the LI price (Successful Bidder(s))	Other Qualified Bidders	Bidders found non-responsive/ Not Qualified
EMD shall be converted into CPS as per following eventualities: i. If EMD>CPS, then the EMD to the extent of CPS shall be converted into CPS upon the issuance of LOA/PO, whichever is earlier and the differential amount shall be refunded within 15 working days from issuance of LOA/PO whichever is earlier.	EMD shall be refunded within one month from the date of Price Bid opening.	EMD shall be refunded within 15 working days from the date of the opening of the non-financial Bids, provided that EMD is not liable to be forfeited

LI Bidder and Bidders who matched the LI price (Successful Bidder(s))	Other Qualified Bidders	Bidders found non-responsive/ Not Qualified
ii. If EMD=CPS, then EMD shall be converted into CPS upon the issuance of LOA/PO, whichever is earlier. iii. If EMD<CPS, then the EMD shall be converted into CPS upon the receipt of the balance CPS.		under this Bid Document.

7.3 NPL shall have the right to forfeit the EMD if:

- a. the Bidder withdraws or modify his Bid during the validity period of the Bid.
- b. the Bidder conceals any material information or makes a wrong statement or misrepresents any fact(s) or makes a misleading statement in its Bid that has an impact on the performance required under the Contract or tries to influence the outcome of the Bid process, in any manner whatsoever or acts in a manner to nullify the tender process.
- c. If the Successful Bidder fails to furnish the Contract Performance Security (CPS) within 10 (ten) days from the date of issuance of LoA/PO, as the case may be.

Important Note:

In case Bidder makes false representation with respect to qualification requirements, which may be discovered/ revealed at any time, including during the validity of the Contract, EMD/CPS deposited by the Bidder may be encashed and forfeited by NPL and Contract/Purchase Order if awarded may be annulled with no liability to NPL. NPL may also take other actions as appropriate including blacklisting and debarring the Bidder from current and future tenders issued by NPL.

B - CONTRACT PERFORMANCE SECURITY (CPS)

The LI Bidder and Bidders who matched the LI price shall submit the CPS equivalent to 3.0% of the basic Contract amount (excluding GST).

The EMD amount submitted by the LI Bidder and Bidders who matched the LI price shall be converted into Contract Performance Security (CPS) upon the receipt of the balance CPS amount (if any), which is Total CPS – EMD.

The balance CPS amount, if any, shall be submitted within 10 days from the date of issuance of the LoA/PO by way of Demand Draft/ RTGS/ Bank Guarantee (as per Annexure-XVII).

Failure to furnish the CPS within 10 days from the issuance of the LoA/PO, whichever is earlier, may be treated as a material breach of Contract.

- 7.4. The CPS shall be returned to the Contractor within 30 days after final settlement of Contract, subject to deduction of any amount due to NPL from the Contractor. No interest shall be payable to the Contractor on the amount of CPS.
- 7.5. CPS shall be maintained throughout the tenure of the Contract as security for the satisfactory performance of the Contract/ PO(s). In case of any unsatisfactory performance, NPL may forfeit the CPS either in full or in part, as the case may be. The Contractor shall have to submit a fresh CPS or replenish the amount so forfeited within 2 (two) weeks of such forfeiture and intimation from NPL for the same to the Contractor. If Contractor fails to replenish the same within the stipulated time of 2 weeks, then NPL shall be at liberty to withhold the payment due for supply already made to the extent of CPS replenishment required.
- 7.6. The Contract Performance Security shall be valid as per the validity table in clause 8 of Vol-I or till the extended period of validity, in case of extension.

NOTE: Any amount that may become due or payable by the Contractor to NPL under any part of this Bid Document can be recovered from any amount due and payable to the Contractor by NPL and/or from the securities provided by the Contractor including CPS. NPL's decision in this regard shall be final and binding.

8. VALIDITY TABLE:

Document	Value	Validity
Earnest Money Deposit (EMD)	As per table in clause 7.1	As per the table mentioned in clause no. 7.2 above
Price Bid (Annexure IV)	As stated in Annexure IV	120 days from the date of Price Bid opening
Contract Performance Security (CPS)	3.0% of the basic Contract amount (excluding GST)	30 days after final settlement

VOLUME II.

9. PERIOD OF CONTRACT AND ALLOCATION STRATEGY:

9.1. Period of Contract:

The commencement date of the Contract shall be as per the “Negotiation & Award of Contract” section above. The Period of contract shall be for a minimum period of one (1) year from the date of Price Bid opening. The Contract period may be extended with mutual agreement of NPL and the Contractor(s) in consultation with PSPCL.

9.2. Contracted Quantity:

NPL is having an estimated requirement of 438,000 MT for the aforesaid period, i.e., ~ 1200 MTPD. Bidders are advised to bid for the quantity in multiple of 10 MTPD.

Illustration for offered Contracted Quantity:

Sl. No.	Description of Item	Daily offered Quantity (MT)	Contract period in days	Total offered Quantity (MT)
I	Agro/crop residue-based Non-Torrefied Biomass pellets	100	365	36,500

Note: Bids offering quantity lower than the minimum quantity shall be rejected being non-responsive.

NPL reserves the right to negotiate with the Bidders (after reverse bidding) in consultation with PSPCL. After negotiations with LI Bidder, discussion will be carried out with other bidders to match the LI rates. In case a Bidder does not match the LI rate, no allocation will be given to them.

The quantity allotment will be done on "Zone of consideration".

"Zone of consideration" means first 50% of the eligible number of Bidders in the order of their merit of lowest rates, which shall be rounded off to the next higher number in case of odd number of Bidders. In case the sum of the offered quantities/ quantities for which orders can be placed upon 50% of the eligible Bidders is less than the required quantity, then the "Zone of consideration" shall extend up to the Bidder where the sum of the offered quantities/ quantities for which orders are to be placed becomes equal to the required quantity or sum of the offered quantities by all the eligible Bidders, whichever is less. In case of only two

numbers of participating eligible Bidders, "Zone of consideration" may extend to both the Bidders.

For any unreserved or additional quantity required by NPL, NPL at its discretion may ask the Bidder(s) to supply additional quantity over and above the quantity quoted by them at the same rates and terms & conditions.

The additional quantity shall be requisitioned considering the performance of the Contractor(s) against the issued POs and the decision for placement of additional quantity shall be taken with concurrence of PSPCL.

The additional quantity over and above the quantity offered by/ allotted to the respective Bidder shall form part of the Contract. NPL will issue revised delivery schedule to the Contractor taking into account the additional quantity offered by/ allotted to the respective Contractor. For supply of any additional quantity over and above the quantity offered by/ allotted to the respective Bidder, the respective Bidder must submit CPS as per clause 7(B). Payment shall be released considering the revised schedule after levying the penalty and liquidated damages, if any.

Notwithstanding the above, quantity earmarked for a Contractor will depend on continued satisfactory performance. In case the performance of a Contractor is not found satisfactory, then such Contractor's future supply may be cancelled or reduced by any extent, and the same will be transferred to other Bidder(s) at LI price.

The Bidders are bound to accept the PO(s) up to the offered quantity, however NPL reserves its right to issue PO(s) for the quantity lower than the minimum offered quantity.

10. PRICE & PRICE BASIS & ITS EFFECTIVENESS:

10.1. The Bidder shall quote its most competitive prices for the Scope of Work in Price Bid format (Annexure IV).

Price Basis: Free on Road at NPL Plant

Freight Charges: The materials shall be dispatched by road on "Freight paid" basis.

10.2. Price Variation:

Statutory variations (increase or decrease) on account of the change in statutory taxes & duties, introduction of any new tax, withdrawal, or modification of any tax shall be passed through during the period of Contract. Documentary evidence shall be required from the Bidder for the same.

- 10.3. The rates quoted by the Bidder in the Price Bid shall be deemed to have covered the cost of all the relevant operations/works mentioned in this Bid Document. No claim for any increase in cost shall be entertained on any account except in terms of clause 10.2 above.

11. QUANTITY DETERMINATION AT NPL:

- 11.1. Weighment of trucks shall be carried out on Weighbridges (for tare and gross) at NPL Power Plant.

Net weight = Gross weight less the tare weight as measured at NPL Weighbridge (WB)

The Bidder may witness weighment of trucks once in 30 days, NPL representative will accompany the Bidder's representative when any such visit is carried out. Bidder shall intimate NPL via e-mail at least two days in advance about the date of such visit.

- 11.2. NPL shall provide a copy of calibration certificates if requested by the Contractor. NPL shall undertake the calibration of WB in line with the schedule/practice as recommended by Legal Metrology.
- 11.3. Net adjusted quantity received at NPL Power Plant, i.e., quantity worked out by NPL after carrying out adjustment due to quality variations with respect to the base parameters, if any, shall be applicable for the purpose of payment.

12. QUALITY DETERMINATION AT NPL:

- 12.1. NPL will carry out the sampling, preparation and testing of supplied Non-torrefied pellets at NPL Power Plant as per the relevant provisions of either BIS/ASTM/ISO.
- 12.2. Samples collected for all the trucks received in a single day will be reduced as per relevant standard and one sample will be prepared for entire day receipt quantity from a respective Contractor. This sample will be used for quality determination purpose for the quantity supplied on that day. For avoidance of doubt, in case supply is from multiple Contractors in a day, Contractor-wise sample shall be prepared for all the consignment received in a day.

12.3. Sample collection methodology:

The sample quantity of approximately 30 kg is to be collected from each truck from 4-5 randomly selected spots on the truck top after removing biomass pellet layer of random depth

from the top. Approximately 5-6 kg of sample is to be collected from each spot.

In addition to above NPL may also collect 4-6 samples (or higher numbers) from each truck during unloading or after unloading of pellets to ensure the true representative sample of the supplied Material.

Samples collection from any depth/location may be done by NPL using physical or mechanical equipment or devices like Augur etc. and/or standard or indigenous equipment. In addition, NPL may install cross belt auto mechanical sampler in unloading stream for sampling of supplies. ISO18135 may be referred for different sampling equipment.

Spot selection will be decided by NPL and shall be binding on the Contractor.

- 12.4. The Contractor's representative will have the option to witness the sample collection, preparation, testing of main sample and final packing of the reserve sample through CCTV real time footage (following coverage locations). In no case Contractor's representative shall interfere in the quality determination process. Any dispute related to sampling, preparation and analysis activity has to be raised strictly within 48 hours of the respective activity. Further any dispute related to test results may be raised strictly within 5 days of the declaration of the results by NPL. The dispute is to be registered / raised through email/ letter to NPL, as per prescribed format as in Annexure-IX, in case the prescribed format is not adhered to the claim for reserve sample testing will not be entertained. . Frivolous/repeated disputes may invite penal action by NPL.

S. No.	Locations Under CCTV Coverage
1.	WB
2.	Sampling Point
3.	Unloading yard
4.	Area between Sampling point to NPL lab
5.	Preparation room & air drying room inside the NPL lab
6.	Other areas of NPL lab

- 12.5. For testing of reserve sample physical access to testing facility will be allowed.

- 12.6. Contractor acknowledges that NPL have given the opportunity to witness the process of sampling and testing through CCTV real-time footage. Request for testing of reserve sample has to be based on justification acceptable to NPL.

- 12.7. As this process of sampling and preparation is a continuous process to deal with the multiple consignment workloads, so NPL would carry out the process as per the time deemed suitable for the process, hence it is the responsibility of the Contractor's representative to be available at all times at CCTV monitor location to witness the same.

- 12.8. NPL may request a Contractor to withdraw its representative who is not diligent and/or non-cooperative. Frivolous/unreasonable objections to the sampling and testing process at NPL shall not be entertained.
- 12.9. Reserve samples will be preserved in the NPL laboratory under jointly (NPL & PSPCL) locked almirah in sealed condition for 30 days (from the date of declaration of results) in safe custody of NPL.
- 12.10. Generally, quality reports will be generated within 7 days of receipt of the Material and same will be communicated to Bidder.
- 12.11. To avoid unnecessary challenges to the referee samples, it is hereby clarified that the maximum number of referee samples that can be challenged by the Contractor in a Month shall be limited to 50% of the test reports shared with the Contractor. Out of the total referee samples challenged, 50% shall be tested at NPL lab and remaining 50% samples shall be analysed at 3rd party external laboratory.
- 12.12. The SOP for testing of reserve sample subject to satisfaction of criteria as per 12.4 above is as under:
- 12.12.1. The Contractor will be intimated minimum 4 days prior to the extraction of referee sample from the joint custody.
- 12.12.2. Referee samples will be taken out from the joint custody of NPL & PSPCL in presence of Contractor.
- 12.12.3. For referee sample testing at third party external laboratory, following procedure shall be followed:
- i) The sample will be jointly re-packed and sealed by NPL and Contractor post extraction from the joint custody.
 - ii) The sealed and packed sample will be sent to 3rd party external laboratory for analysis. The detail of 3rd party external laboratory is as under:
 - a) National Metallurgical Laboratory
 - b) Indian Institute of Chemical Technology
 - c) Institute of Minerals & Materials Technology
 - d) Inspectorate Griffith India Pvt Ltd
 - e) Shriram Institute for Industrial Research
 - iii) The 3rd party external laboratory for testing the referee sample amongst the above shall be decided by NPL at its own discretion.
 - iv) Referee sample will in no case be handed over to the Contractor and shall be physically handed over to the 3rd party external laboratory in presence of

NPL and Contractor representative. If permitted by the external referee lab, analysis shall be carried out in the presence of NPL and Contractor's representative, if present.

- v) The cost related to testing of the referee sample shall be to the account of the Contractor, the same shall be deducted from Contractor's monthly bill. It is to clarify that the Contractor shall directly bear the cost of travelling, boarding, lodging and other related expenses for its own representatives.
- vi) Results reported by 3rd party external laboratory shall be final and binding on both Parties, the Contractor and NPL for all commercial purposes.

12.12.4. For referee sample testing at NPL laboratory, following procedure shall be followed:

- i) Referee sample testing shall be carried out in presence of Contractor's representative.
- ii) In case of testing of referee sample for GCV, bomb calorimeter will be calibrated/verified as per BIS/ASTM/ISO prior to testing. Post successful verification of bomb calorimeter, referee sample will be tested as per applicable standards.
- iii) The calibration status of oven, muffle furnace and weighing equipment will be demonstrated through valid calibration certificates.
- iv) The entire process including taking out the referee samples from joint custody, extracting the quantity from sealed packet and final analysis will be captured on CCTV camera. If CCTV camera is not functional for any area, video recording of that process will be done through mobile camera.
- v) Based on the testing NPL will share the revised results. Results declared by NPL shall be final and binding on both Parties, the Contractor and NPL for all commercial purposes.

12.13. PSPCL representative (s) may witness the process including testing of referee samples.

12.14. Any misuse of real time footage witnessing by Contractor, or its representative will be viewed seriously and may result in termination of the Contract. The presence of more than one representative of a Contractor will be viewed as unnecessary and violation of the privilege. Repeated violations may lead to the cancellation of the gate pass and the banning of entry on the premises.

12.15. It may be noted that referee samples shall only be used in case of conflict of quality and price adjustment. It is clarified that TM% determined at NPL lab through method as per BIS/ASTM/ISO, shall only be used for deriving GCV ARB.

12.16. NPL's representative will have the right to witness sampling and testing of pellets for the base parameters at the loading point. However, the loading point results shall not be considered for determining the payments.

12.17. Any Non-torrefied pellets that are received at NPL will not be returned/ permitted to be collected by the Contractor unless agreed to in writing by NPL.

12.18. Standards/Methods as per the table below will be referenced/used for quality determination:

Table-I

Sl. No.	Technical Data	Testing Method/Standard
1	Dimension (Diameter & Length)	ISO 17829 or Equivalent method may be referred
2	Fines (%)	ISO 18846 or Equivalent method may be referred
3	GCV (ARB)	ISO 18125 or Equivalent method may be referred
4	Total Moisture Content (ARB)	ISO 18134 or equivalent method may be referred

12.19. Instant TM determination for acceptance / rejection of Material:

Instant TM will be determined using rapid testing method at NPL lab before unloading and the Material shall be rejected if total moisture meets the rejection level (as given in table-4, clause 13.3). Upon such rejection, the Contractor shall be responsible to take the Material back at its own cost.

Instant TM test shall be conducted for each truck by collecting the samples therefrom by NPL before unloading the Material.

For the Material accepted as not falling under the rejection level, NPL shall conduct TM% test at NPL lab as per BIS/ASTM/ISO standard, which shall only be used for deriving GCV ARB.

13. COMPUTATION METHODOLOGY FOR SUPPLY PAYABLE & VARIOUS RECOVERIES /QUANTITY ADJUSTMENTS:

- 13.1. The Contractor shall guarantee technical parameters of agro residue-based biomass pellets as given in following Table-2. The characteristics contained in Technical Specification (Table-2) shall be adhered to and maintained and non- adherence shall result in 'Quantity and Price Adjustment' as per clause 13.2 or even rejection as per clause 13.3 of this volume.

Table-2 Technical Specification for Agro residue-based Biomass Pellet

Sl. No.	Technical Data	Unit	Specification for Non-torrefied pellets
1.	Base Material	NA	Agro Residue/Crop Residue (wood-based pellets will not be acceptable)
2.	Diameter	Mm	Diameter: Not more than 25 mm No other dimension should exceed 35 mm.
3.	Fines% (Length< 3mm) (ARB)	wt%	Fines ≤ 5%
4.	Instant Total Moisture (TM) using rapid testing method	wt%	Not more than 14%
5.	Gross Calorific Value* (ARB)	Kcal/Kg	To be quoted by the Bidder; Not less than 2800

* GCV ranges are indicative

13.2. Price Adjustment / Penalty

The Contractor shall guarantee technical parameters of agro residue-based pellets as given in table-2 under clause 13.1. The characteristic contained in Technical specifications shall be adhered to and maintained and non-adherence shall result in "Penalty and/or adjustment".

Computation for penalty / adjustment for the consignments (all the trucks received in a Day) shall be done as per the following:

- 13.2.1. The agro residue-based pellets supplied shall conform to technical specifications as given in table-2 under clause 13.1. But, in case consignment of agro residue-based pellets does not meet the guaranteed parameters for GCV and fines%, but are within acceptable limit as given in table-3, the consignment shall be accepted but with a pro-rata price/quantity adjustment as applicable.

Table-3

Sl. No.	Technical Data	Units	Acceptance range without price/ quantity adjustment	Acceptance range with pro-rata price/ quantity adjustment
1	Gross Calorific value (ARB)	Kcal/Kg	As per clause 13.2.2	
2	Fineness% (ARB)	Wt%	Fineness <=5%	Fineness >5%

13.2.2. Price Adjustment for Gross Calorific Value (GCV):

If a consignment of agro residue-based pellets does not meet the guaranteed parameters for Gross Calorific Value (ARB) but is within the acceptable limit, the consignment shall be accepted with 'pro-rata upward or downward price adjustment as calculated using the formulas mentioned below.

Bidder is required to quote GCV (ARB) of Non-torrefied pellets within the range as mentioned below:

Acceptable / preferable limit shall be from 2800 Kcal/Kg & above to maximum limit of 4000 Kcal/Kg.

Upward/Downward pro-rata price adjustment shall be done for GCV variation within above preferable limit of supplies as per following formula:

Adjusted Price= [Landed Cost X Actual GCV(ARB)]/Quoted GCV(ARB)

Upward price adjustment shall be done maximum up to 4000 Kcal/Kg GCV (ARB), beyond this no price adjustment shall be done irrespective of Contractor supplying non-torrefied pellets of higher GCV.

For downward GCV variation below 2800 Kcal/Kg, pro rata price adjustment shall done for GCV variation of supplied Material as per following formulas:

- a) For 2400 Kcal/Kg <= GCV < 2800 Kcal/Kg,
Adjusted Price= 0.75 X (Landed Cost X Actual GCV(ARB))/Quoted GCV(ARB))
- b) For 2000 Kcal/Kg <= GCV < 2400 Kcal/Kg,
Adjusted Price= 0.50 X (Landed Cost X Actual GCV(ARB))/Quoted GCV(ARB))

- c) For GCV less than 2000 Kcal/Kg, the consignment shall be rejected and no payment shall be made for the already delivered and/or consumed Material.

In case, Contractor frequently supplies Material of GCV less than 2400 Kcal/Kg or deviates from the other technical parameters, warning letter shall be issued to the Contractor.

Illustration I:

Landed Cost - Rs 3500/MT (FOR Basis)

Quoted GCV - 3400 Kcal/Kg

Actual GCV - 3000 Kcal/Kg

Adjusted Price - $[3500 \times 3000]/3400 = \text{Rs } 3088.24/\text{MT}$ (FOR Basis)

Illustration II:

Landed Cost - Rs 3500/MT (FOR Basis)

Quoted GCV - 3400 Kcal/Kg

Actual GCV- 2500 Kcal/Kg

Adjusted Price- $0.75 \times [3500 \times 2500]/3400 = \text{Rs } 1930.15/\text{MT}$ (FOR Basis)

Illustration III:

Landed Cost - Rs 3500/MT (FOR Basis)

Quoted GCV - 3400 Kcal/Kg

Actual GCV - 2200 Kcal/Kg

Adjusted Price- $0.50 \times [3500 \times 2200]/3400 = \text{Rs } 1132.35/\text{MT}$ (FOR Basis)

13.2.3. Recovery on account of excess fine in consignment:

Biomass dust, crushed/ broken/ damaged biomass pellets of length less than 3 mm in consignment as received at NPL site shall be treated as fines and there shall be recovery on account of excess fines (ARB) if it is beyond 5%.

The recovery on account of excess fines will be worked out as per the following formula-

Recovery = (Adjusted Landed Cost of Biomass pellets) \times W \times (Actual Weight % of fines - 5%)

“W” - Weight of consignment (all the trucks received in a Day) as received

However, there shall be no additional payment to Contractor if fines are less than 5%.

13.3. Rejection level:

13.3.1. Instant Moisture:

Individual truck of the agro residue-based biomass pellets received in a day at NPL plant shall initially be tested for the following and be rejected in case any of the following parameters (as given in table 4) meets the rejection level given as follows:

Table-4 Rejection Level

Sl. No.	Technical Data	Units	Rejection Level
I	Instant Total Moisture (TM) using rapid testing method	Wt%	More than 14%

It shall be the Contractor's responsibility to take back the rejected Material at its own cost. Re-entry of rejected Material/truck with the same invoice and e-way bill may be considered as a material breach of the Contract.

13.3.2. Foreign Materials:

Foreign material, including but not limited to plastic, sand, stones, bajri, tramp iron pieces, concrete blocks, wood obtained directly from tree cutting etc. (which are visible to the naked eye) and substance(s) prone to generate obnoxious/ unpleasant odor like press mud & poultry wastes, etc. are not to be loaded into the trucks failing which the respective consignment is liable to be rejected.

If Material is supplied with foreign materials in more than 3 (three) instances in a Month during the currency of a Contract, it may be considered as a material breach of the Contract.

13.4. Delivery schedule:

The Contractor shall commence delivery of Material within 15 days from the issue of PO/LoA. Delivery schedule shall be quantity allocated to the Contractor for supply on daily basis and the Contractor shall deliver that quantity of agro residue based Non-Torrefied pellets regularly to NPL. However, for any change in quantity of agro residue based Non-Torrefied biomass pellets to be delivered at NPL, the changed delivery schedule shall be sent to Contractor three (3) day in advance by the official e-mail ID of NPL representative(s) responsible for Contract management in which quantity of agro residue based Non-torrefied biomass pellets to be delivered shall be mentioned, which may even be zero and Contractor shall dispatch the consignment accordingly.

13.5. Liquidated Damages for deviation from delivery schedule:

The Contractor should deliver Material as per daily delivery schedule to avoid liquidated damage (LD) for short supply in a given Month against aggregate of daily delivery schedule in that Month.

13.5.1. The Contractor shall have to commence delivery of material within 15 days from the date of issue of the PO/LOA. To facilitate initial capacity ramp up, no Liquidated Damage shall be levied for initial 15 days from the date of issue of PO/LOA (hereinafter referred to as “NO LD period”).

13.5.2. Liquidated Damage (LD) shall not be applicable for short supply up to 15% in a Month against aggregate of daily delivery schedule in that Month. However, for monthly short supply beyond 15%, liquidated damage (LD) shall be recovered from the Contractor @ 10% of awarded price of the biomass pellets for shortfall quantities.

13.5.3. GST extra as applicable shall also be levied on Liquidated Damages.

13.5.4. The Contractor confirms that the LD amount is a genuine pre-estimate of loss / damages and hereby agrees for the payment of the same.

13.5.5. LD for shortfall in supply for a particular Month shall not exceed 5% of the monthly Contract value of the Month (including GST).

NOTE: The Contractor agrees that if the amount of LD for a particular Month exceeds 5% of the monthly Contract value of the Month, it may be treated as a material breach of the Contract and the Contract shall be terminated besides levy of penalty @ 5% of the Contract amount (excluding taxes & duties).

13.6. **Penalty for overloading of vehicles:**

The Contractor must ensure that vehicles used for transporting the Material are not overloaded beyond the permissible loading limit as per the vehicle's registration certificate. A tolerance of +1 MT (One Metric Tonne) per vehicle is allowed over the permissible loading limit. However, if the weight of the vehicle, as recorded at the NPL weighbridge, exceeds the permissible loading limit (MT) + 1 MT, the payment shall be made only for the quantity up to: Allowable Weight for making payment = (Permissible limit +1 MT) or Actual Net weight (Whichever is less)

Illustration:

The permissible loading limit of a vehicle = 35 MT

The recorded actual weight at the NPL weighbridge = 38 MT

Thus, overload = 38 MT – 35 MT = 3 MT.

In this case, the allowable weight for making payment shall be 35 +1 =36 MT only. The payment to the Contractor shall be restricted to this quantity (36 MT) only.

14. BILLING AND PAYMENT TERMS:

The Contractor shall submit the bills on Batch basis in triplicate for the Material received at NPL Power Plant as per methodology as under:

14.1. The Contractor shall raise a consolidated invoice for the Batch.

Note:

- a) In case a Contractor at any time is supplying Material to NPL simultaneously under two or more Bid Documents (e.g., NPL/Biomass Pellets/2024-25/087 & NPL/Biomass Pellets/2024-25/089), the supplies by such Contractor shall be considered as follows:
 - a. The supply shall be first made/deemed to have been made under the Bid Document where the rate in Rs/MT/Mcal of the Material is lowest.
 - b. Once the committed quantity is supplied under the Bid Document where the rate in Rs/MT/Mcal of the Material is lowest, thereafter, the supply shall be made/deemed to have been made under the Bid Document where the rate in Rs/MT/Mcal is the next best (Lowest) and so on.

All invoices for the supply of the Material shall be raised in terms hereof. Invoices not raised in compliance with this clause shall not be paid by NPL. The payment shall be made by NPL only against the revised/corrected invoice in terms hereof.

Repeated violation of this clause may be treated as material breach of the Contract.

- b) The supplies shall be considered on MT per Month basis.
- c) Illustrations:

Let the per day quantity to be supplied against Bid Document Ref. NPL/Biomass Pellets/2024-25/087 with lower unit rate in Rs/MT/Mcal: 70 MTPD
Total quantity to be supplied in one month of 30 days shall be 2100 MT.

Let the per day quantity to be supplied against Bid Document Ref. NPL/Biomass Pellets/2024-25/089 with higher unit rate in Rs/MT/Mcal: 100 MTPD
Total quantity to be supplied in one Month of 30 days shall be 3000 MT.

Total quantity to be supplied in one Month of 30 days = 2100 MT + 3000 MT = 5100 MT

Illustration-1

If the total received qty in a Month is 2,000 MT. The invoicing shall be considered as follows:

Sl. No.	Received Qty (MT)	Qty Consideration
1	2,000	To be invoiced under purchase orders issued against Bid Document Ref. NPL/Biomass Pellets/2024-25/087
2	0	To be invoiced under purchase orders issued against Bid Document Ref. NPL/Biomass Pellets/2024-25/089
	2,000	Total quantity received in a month

Illustration-2

If the total received qty in a month is 4700 MT. The invoicing shall be considered as follows:

Sl. No.	Received Qty (MT)	Qty Consideration
1	2,100	To be invoiced under purchase orders issued against Bid Document Ref. NPL/Biomass Pellets/2024-25/087
2	2,600	To be invoiced under purchase orders issued against Bid Document Ref. NPL/Biomass Pellets/2024-25/089
	3,500	Total quantity received in a month

Illustration-3

If the total received qty in a month is 5200 MT. The invoicing shall be considered as follows:

Sl. No.	Received Qty (MT)	Qty Consideration
1	2,100	To be invoiced under purchase orders issued against Bid Document Ref. NPL/Biomass Pellets/2024-25/087
2	3,100	To be invoiced under purchase orders issued against Bid Document Ref. NPL/Biomass Pellets/2024-25/089
	5,200	Total quantity received in a month

14.2. The bills are to be submitted along with the following supporting documents (as applicable), included but not limited to: -

- i. RC copies of all the trucks deployed for transportation of Material.
- ii. Delivery challan copies of truck engaged in transportation. Permissible carrying limit shall be mentioned on the delivery challan.
- iii. Certificate for source of crop residue of rice paddy issued from Punjab state nominated authority. (Sample declaration attached as per Annexure-XII (A)).
- iv. Declaration for source of crop residue. (Sample declaration attached as per Annexure-XII (B)).
- v. Self-declaration for composition of Biomass Pellets (Annexure-XIII).
- vi. Contract closure note and No Dues No Claim certificate as per Annexure XVI (A) and (B) (at time of final settlement of the Contract).

Note: Trader will provide the certificate as per Annexure-XII (A) and Annexure-XII (B) from the manufacturer for source of crop residue of rice paddy issued from Punjab state authority. The traders shall also provide declaration on its letterhead confirming the (a) supply of Material from the respective manufacturer (b) detailed address (including city and state) of the manufacturing unit and (c) road distance of manufacturing unit from NPL Plant.

14.3. 100% payable amount shall be released through EFT (Electronic Fund Transfer) within 15 days after the receipt of invoice (completed in all respects with supporting documents as mentioned above) and adjustment of various penalties/ recoveries/ other adjustments.

14.4. In the case of the Contract closure, the differential amount shall be recovered from the CPS and other amounts due to the Contractor and/or payable by the Contractor at the time of closure of the Contract. Contract closure note and No Dues No Claim (as per Annexure XVI (A) and XVI(B)) shall be provided by the Contractor at the time of final settlement of the Contract.

In the event of termination of the Contract before the completion of the Contract period, any due amount shall be released upon receipt of the Contract closure note and the No Dues No Claim declaration (as per Annexure XVI(A) and XVI(B)) from the Contractor. However, if no amount is payable to the Contractor, the Contract closure note and the No Dues No Claim declaration (as per Annexure XVI(A) and XVI(B)) shall be deemed to have been submitted by the Contractor.

14.5. Contractor(s) is advised to submit bills that are complete in all respects and well in time for timely release of payment.

14.6. Tax at source shall be deducted, as per the relevant rules of the Income Tax Act, 1961, any amendments modifications and substitutions thereto, from all payments on account of supply provided by Contractor. NPL will issue valid certificates for the tax deducted at source as applicable.

Invoices/bills in triplicate with supporting documents shall be addressed/submitted to the following address:

**To,
Head-Fuel Sourcing & Management,
Nabha Power Limited,
Near Village Nalash, PO. Box. 28, Rajpura -140401, Punjab, India.**

VOLUME III SCOPE OF WORK

15. SCOPE OF WORK:

Detailed activities to be performed by the Contractor are as under:

- 15.1. The scope of work under this package shall include supply, loading, un-loading, transport, and delivery of Material at NPL plant as per the guaranteed parameters mentioned in clause 13.1 of the Bid Document.

Details of Material and supply duration:

Sl. No.	Description of Item	Indicative Qty to be supplied per Day (MTPD)	Total Qty (MT)
I	Agro residue based Non-Torrefied Biomass pellets	1200	438,000

Notes:

- a) The daily requirement estimated above is indicative only and may change based on actual plant load factor and requirement of NPL.
- b) The Contractor shall use a minimum of 50% crop residue of rice paddy as base material for manufacturing of agro residue pellet. 100% crop residue of rice paddy used in manufacturing biomass pellets shall be procured from within Punjab. The Contractor shall submit the certificate confirming the source of crop residue of rice paddy issued from the Punjab state nominated authority. (Sample declaration attached as per Annexure-XII (A)).

Balance material for pellet manufacturing shall be agro residue which means the leftover portion of the agriculture produce such as stubble/ straw/ stalk/ husk of those agro residues which are surplus and not being used as animal fodder such as paddy, soya, arhar, gwar, cotton, gram, jawar, bajara, moong, mustard, sesame, til, maize, sunflower, jute, coffee, etc., groundnut shell, coconut shell, castor seed shell etc., pine needle, elephant grass, sarkana, bamboo and its by-products (i.e. bamboo chips, cuttings, bamboo dust etc.) and horticulture waste such as dry leaves and trimmings generated during the maintenance and pruning of trees and plants.

- 15.2. The Contractor shall despatch the Material from their manufacturing location as declared in Annexure-XIV. Any Material despatched from other location(s) may be rejected by NPL at its sole discretion.

In case the Contractor commissions new manufacturing facility and wants to dispatch the Material from new manufacturing facility, it shall provide the relevant documents to confirm the ownership of the new manufacturing plant in its name and take prior approval from NPL to despatch the Material from the said location.

Any despatch of Material from locations other than declared in Annexure-XIV or locations not approved by NPL will be considered as material breach of Contract.

- 15.3. Unloading shall be in the scope of Contractor at a designated place inside NPL plant. Contractor shall supply and ensure that the Material is loose filled in the dumpers (Trucks with hydraulic based auto unloading system).
- 15.4. Delivery of consignments at NPL shall be permitted between 06:00 am to 04:00 pm. NPL shall have the right to change the timings at its sole discretion.
- 15.5. The Contractor shall supply the Material in fully covered trucks and make sure that it is waterproof to protect the Material from rain, sunlight and to prevent dusting.
- 15.6. The Material shall be filled in truck only upto the brim level of truck's cabin (biomass height below 2.1 m height) to enable proper sampling.
- 15.7. Demurrage, if any, on the carriage vehicle for any reasons shall be borne by the Bidder/Contractor.
- 15.8. Mixing materials such as byproduct of woodwork factory (such as wood, wood chips, saw dust, furniture waste etc., bagasse, molasses, bamboo dust, or natural additives/binder such as lignin, and starch) may also be used with agro residue in limited proportion to enhance material properties and same shall be explicitly mentioned by the Contractor in consignment details.
- 15.9. Substance(s) prone to generate obnoxious/ unpleasant odor like press mud, poultry wastes, cow dung, animal dung etc. shall not be used for manufacturing of agro residue based biomass pellets.
- 15.10. Wood obtained directly from tree cutting shall not be utilized for manufacturing pellets and shall not be treated as agro residue whatsoever.
- 15.11. Agro residue-based biomass pellets can be manufactured using single or multiple base materials together.
- 15.12. The Contractor shall mention the name(s) of agro/crop residue(s) used for manufacturing of biomass pellets and their approximate proportion in consignment details during dispatch of Material.

- 15.13. NPL reserves the right to exclude any base material/additive/ binder or modify their proportion, if any adverse impact of the base material/ additives/binder is found on boiler in long run.

Information with justification is to be communicated to Mission Directorate in such cases.

- 15.14. Compliance to Motor Vehicle Act: The Contractor shall ensure compliance of all the rules and regulations under the Motor Vehicle Act, 1988, for the transportation of Material under the Contract and any other law for the time being in force. NPL shall not be responsible for any noncompliance of the rule made therein. The Contractor shall indemnify NPL against all and any action which may arise out of such non-compliance of such law/rules.

Scope of work related to vehicle movement inside the plant & penalty:

- 15.15. Only trained drivers/operators/helpers having valid driving licenses/permits shall be engaged. NPL reserves the right to verify such licenses/permits/Registration Certificate/Vehicle Insurance/Pollution Under Control (PUC) Certificate. Further, drivers/ operators/ helpers should be physically and mentally fit for performing their respective duties. Personnel under the influence of alcohol/drugs will be barred from entering the premises.
- 15.16. Every vehicle should be accompanied by one trained helper/cleaner who should be directed by supervisors of Contractor to escort the vehicle movement safely inside the plant.
- 15.17. Adequate and qualified manpower shall be deployed for unloading activities; for supervision at various places; for patrolling en-route to NPL Plant and return route from NPL Plant and shall report on a daily basis to the Authorized Person(s) of NPL as required.
- 15.18. Contractor should ensure that loaded Tippers do not take unnecessary halts en-route to the Plant.
- 15.19. The Contractor shall execute the work in accordance and compliance with Applicable Laws and Good Industry Practice.
- 15.20. Penalty for violation of safe and efficient Material transportation to NPL's delivery point:
- a) Driver found under influence of alcohol/drugs: Any incidence of Tipper Drivers/ equipment operators and personnel being found under the influence of alcohol/drugs. Penalty shall be Rs 10,000 for first incidence, then Rs 15,000

for second incidence and from third incidence Rs 20,000 in addition to blacklisting of the concerned personnel, who shall not be allowed by the Contractor to perform any activity under the Contract.

- b) Over speeding of vehicle. Penalty is Rs 5,000 per incidence.
- c) Overtaking of tippers standing in queue for weighment/ unloading/ in front of plant gate on plant main approach road unless allowed by NPL on certain exigencies.

16. TAXES & DUTIES:

16.1. Prices indicated in the Price Bid as per Annexure-IV are inclusive of all costs towards tools, tackles, materials, machinery, consumables, as well as sufficient no of skilled / semiskilled / unskilled manpower, which shall be required for ensuring smooth execution of the work.

16.2. The unit rates indicated in the Price Bid of Annexure-IV is inclusive of all taxes, duties, levies and statutory requirements as applicable as per Applicable Laws, including the Goods and Services Tax (GST).

16.3. Taxes, duties and any financial levies on any account which were applicable at the time of bidding but inadvertently omitted by the Contractor are deemed to have been included in the unit rates. Any new tax or duty which were not applicable and is imposed by Government post bid, the same shall be admissible for payment. Similarly, any taxes and duties which are reduced/withdrawn by Government, Contractor to pass on the consequential benefit to NPL through reduction from the Landed Cost. In case of withdrawal of existing tax/duties/cess by the statutory bodies, the same shall not be paid by NPL from the date of implication.

VOLUME IV ANNEXURES AND FORMS

ANNEXURE I: COVERING LETTER

(To be on the Letter Head of the Bidding Company)

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

Date: _____

To
SCM Head
Nabha Power Limited
P.O. Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.
Tel. No.: +91-1762-277267

Dear Sir,

Sub: Bid for Supply of Agro residue-based Biomass Pellets to NPL Plant.

1. Being duly authorized to present and act on behalf of M/s (Insert name of Bidder) (hereinafter called the **“Bidder”**) and having read and examined in detail the Bid Document, the undersigned hereby submit our Bid with duly signed formats, as stipulated in the Bid Document, for your consideration.
2. It is confirmed that our proposal is consistent with all the requirements of response as stated in the Bid Document. The copy of Bid Document along with all addendum's duly signed on each page is enclosed herewith.
3. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid Document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. Further, we also confirm that we have no history of abandoning projects/contracts/work orders and acknowledge and agree that NPL may reject our Bid if this were to be the case.
5. We confirm that, at present, we or any of our related parties are not suspended/ debarred/ blacklisted for supply of Material by any State/Central/PSU organizations in India or by other thermal power plants located in Punjab for the works carried out for power plant and acknowledge and agree that NPL may reject our Bid if this were to be the case and may take appropriate actions as per the provisions of the Bid Document.

6. We confirm that we have studied the provisions of Applicable Laws and regulations required to enable us to carry out our functions as per Clause 15.0 Vol. III Scope of Work and to prepare this Bid. Further, we confirm that we have carried out our own due-diligence and assessment of Scope of Work as appropriate for the process and we do not foresee any problem in order to comply with the requirements.
7. We hereby confirm that we shall abide unreservedly with NPL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either NPL's decision or its right to make such decision at any time in the future.
8. We agree to furnish any additional information and documents as may be required by NPL to substantiate representations made by us in this Bid at all times. We also confirm that Nabha Power Limited reserves the right to contact our bank and third parties/Customers/project references and verify the information and documents submitted for the purpose of qualification.
9. The Bid shall remain valid as per validity table in clause 8 of Vol.-I for acceptance by NPL. Any extension will be as per mutual agreement.
10. We confirm that the Bid is unconditional and non-suggestive and that we have not taken any deviation to any of the provisions of the Bid Documents.
11. We confirm that our quoted prices are based on the provisions of the Bid Documents.
12. We confirm that our rates are firm for handling of the quantum of Agro residue-based biomass pellets indicated for the scope of work.
13. We confirm that we will transport entire quantity as offered in the Price Bid, in case the same is awarded.
14. We confirm that our Bid includes all taxes except advance tax, for which NPL is having exemption. We further confirm that we shall be complying with applicable rules and regulations as required for fulfilling our obligations under this Bid Document.
15. We confirm that we meet/ will continue to meet all Applicable Laws, rules, regulations, guidelines in force.
16. Details of the Bidder: (Address/key personnel/contact details/key customers/technology) are as under: (details may also be annexed).
17. The details of contact person are furnished as under:

Name:

Designation:

Name of the Company:

Address of the Bidder:

Phone Nos.:

Fax Nos.:

E-mail address:

Thanking you,

Yours sincerely,

(Authorized Signatory and Seal)

Name:

Designation:

Address:

Date: -----

Place: -----

ANNEXURE II: POWER OF ATTORNEY

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

POWER OF ATTORNEY

Know all men by these presents, We(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Mrs./Ms.....(name and residential address) who is presently employed with us and holding the position of as our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Bid Document no. **NPL/Biomass Pellets/2024-25/089** for shortlisting of Bidders for **Supply of agro residue based biomass pellets** through rate based competitive bidding process in India, including signing and submission of all documents, Bid and providing information / responses to Nabha Power Limited, representing us in all matters before Nabha Power Limited, negotiating, entering into and executing any Contract, agreement, accepting any Purchase Order or LoA, complying with the conditions thereof and generally dealing with Nabha Power Limited in all matters in connection with our response to the said Bid Documents.

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

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

.....(signature)

Name:

Accepted.

Specimen signatures of attorney attested

(Signature of Notary Public)

..... (signature)

(Name, Designation and Address of the Attorney)

Place: -----

Date: -----

Notes:

- (1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Laws and the charter documents of the executant(s).
- (2) Also, wherever required, the executant(s) should submit for verification of extract of the chartered documents and documents such as a board resolution / power of attorney, in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the executant(s).

**ANNEXURE III: FORMAT FOR CERTIFICATION FROM STATUTORY
AUDITOR FOR QUALIFICATION REQUIREMENTS**

(On Letter Head of Statutory Auditors)

A. Technical Qualification

To

SCM Head
Nabha Power Limited,
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.
Tel. No.: +91-1762-277267

Dear Sir,

Sub: Bid for Supply of Agro Residue-Based Biomass Pellets to NPL plant

We certify that M/s. (Insert name of evaluated entity) have technical qualifications as per tables mentioned below.

Table-A

	Parameters / Requirement	Name of the Customer	Quantity supplied (MT)	Supporting documents enclosed
a.	Experience in supply of Material			1) 2)

Yours faithfully,

(Signature and stamp of any whole-time Director (supported by a specific Board Resolution)/Manager [refer Note-1 and 2 below] of Bidding Company)

Name:

Date:

Place:

(Signature and Stamp of statutory Auditors of Bidding Company)

Name:

Date:

Place:

Notes:

1. In case of any whole-time Director, the Company shall confirm through Company Secretary that the concerned person is appointed as whole-time Director as defined under the Companies Act, 2013.
2. In case of Manager, the Company shall submit certified copy of Board Resolution attested by Company Secretary regarding appointment of the concerned person as Manager as defined under the Companies Act, 2013.
3. In case of partnership firms/LLP, the documents shall be attested by a Partner, whose name shall appear in the list of partners certified/issued by the Registrar of firms or a copy of the Partnership deed needs to be submitted.

Enclosures:

- a)
- b)
- c)

B. Financial Qualification
(On Letter Head of Statutory Auditors)

To,
SCM Head,
Nabha Power Limited,
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.
Tel. No.: +91-1762-277267

Dear Sir,

Sub: Bid for Supply of Agro Residue-Based Biomass Pellets to NPL plant

We certify that the Financially evaluated entity had annual Net worth Rs..... Crores computed as per instructions in the Bid Document based on unconsolidated audited annual accounts in Financial Year

Name of Financially Evaluated Entity	Financial Year	Net Worth (Rs. Crore)
	As of 31 March 2024 Or As of 31 March 2025	

Yours faithfully

(Signature and stamp of any whole-time Director (supported by a specific Board Resolution)/Manager of Bidding Company [refer below mentioned Note section])

Name:

Date:

Place:

(Signature and Stamp of statutory Auditors of Bidding Company)

Name:

Date:

Place:

Please also affix common seal of Bidding Company

Date:

Notes:

- a. Along with the above format, in a separate sheet, please provide details of Turnover and Net Worth Calculation duly certified by **Statutory Auditor/Chartered Accountant**.
- b. In case of any whole-time Director, the Company shall confirm through Company Secretary that the concerned person is appointed as whole-time Director as defined under the Companies Act, 2013.
- c. In case of Manager, the Company shall submit certified copy of Board Resolution attested by Company Secretary regarding appointment of the concerned person as Manager as defined under the Companies Act, 2013.
- d. In case of partnership firms/LLP, the documents shall be attested by a Partner, whose name shall appear in the list of partners certified/issued by the Registrar of firms or a copy of the Partnership deed needs to be submitted.

ANNEXURE IV: PRICE BID FORMAT

Nabha Power Limited – Price Bid

(To be submitted online)

To,

SCM Head

Nabha Power Limited

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

Tel. No.: +91-1762-277267

Dear Sir,

Sub: Bid for Supply of Agro residue-based biomass pellets to NPL plant.

Having examined the Bid Document No. **NPL/Biomass Pellets/2024-25/089** including its Amendments/ Addendum/Corrigenda and Clarifications if any, the receipt of which is hereby acknowledged, we the undersigned, offer the above-named Package: "**Bid for Supply of Agro residue-based biomass pellets to NPL plant**" inclusive of all taxes and duties.

We have thoroughly examined and understood the instructions, scope of work and the terms and conditions etc. covered in the Bidding Documents issued by NPL. Being fully aware of nature and scope of work required, we hereby confirm our acceptance and compliance to all the provisions of the Bidding Documents. We declare that the work shall be executed strictly in accordance with the requirement and Bidding Documents 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 acknowledge NPL is entitled for the benefit of any reduction or withdrawal of any taxes, duties and levies and liable to pay additional tax only in case of changes/additions under change of law scenario, which are reimbursable by PSPCL.

Sl. No.	Description	Daily Offered Qty	Quantity Offered	Ex-works price for Non-Torrefied Pellets	Transportation Charges to NPL	Total Basic Rate	GCV (ARB)	Rate per MT/GCV	GST @5%	Rate inclusive of GST
		MT	MT	Rs/MT	Rs/MT	Rs/MT	Kcal/Kg	(Rs/MT/GCV)	Rs/MT	(Rs/MT/GCV)
		X	Y= X* 365	A	B	C = A+B	D	E= C/D	F= E x 5%	G= E+ F
I	Supply of Non-torrefied biomass pellets									

Notes:

- Bidders shall quote a minimum quantity of 100 MTPD. Bids offering quantity lower than the minimum quantity (i.e., 100 MT per day) shall be rejected being non-responsive.
- Bidders shall quote the basic ex-works price in Rs/MT, transportation cost from ex-works factory to NPL Plant in Rs/MT and GCV in Kcal/Kg of Non-Torrefied Biomass Pellets. The basic ex-works rate for Non-Torrefied Biomass Pellets shall not be more than Rs 2.32 /MT/GCV. GST shall be paid extra as applicable. The current rate of GST is 5%.

We agree to abide by this Bid as stipulated in the Bid Documents and it shall remain binding upon us and may be accepted by NPL at any time as per the clause 8 of Vol.-I of the Bid Document.

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

ANNEXURE V: VENDOR IDENTIFICATION FORM

(To be submitted in case Bidder is not registered with NPL or has not furnished these documents as a part of another Tender process or otherwise.- Format No.: SOF-PRC-001-AA, Rev No. 01, dated: 24 May 16)

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

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

List of references, if any	

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

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

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

Notes:

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

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

Declaration In Case answer of any of above is "NO"

I/WE confirm that the standards adopted with respect to Quality, Environment, Health and Safety standards related to works / Materials being followed by me/us meet the requirements of Industrial Practices and are as per the regulatory guidelines and rules as applicable.

Code of Conduct

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

DECLARATION BY THE DIRECTOR/ PARTNER/ PROPRIETOR

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

Rubber stamp of the Vendor

**Name & Designation of
Authorised Signatory**

Signature and Date

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

The Vendor is Approved based on:

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

To be filled up by Finance & Accounts

Vendor Code

Date

ANNEXURE VI: CODE OF CONDUCT FOR INTERMEDIARIES
INCLUDING CONSULTANTS / AGENTS / BUSINESS PARTNERS /
VENDORS

1. I / We hereby recognize that as a matter of corporate policy, L&T / Group companies expressly prohibit financial or other advantages directly or indirectly including payment of bribes or any facilitation money or grease payments in connection with its business operations by any intermediary including consultant / agent / business partner / vendor or Contractor or sub-Contractor, engaged to provide goods and / or services to L&T / Group companies and / or its clients.
2. I / We hereby confirm that I / we shall abide by the provisions of the Code of Conduct of L&T / Group companies and the provisions of all applicable domestic and international laws including but not limited to anti-bribery and anti-corruption laws such as FCPA and UK Anti-Bribery Act, 2010 and appropriate standards and principles and have valid authorizations, licenses and permits to carry out such business. I / We hereby represent and warrant to L&T / Group companies that I / we have in place adequate policies, systems, controls and procedures designed to comply with all applicable domestic and international laws especially related to Anti-bribery law, all applicable domestic and international laws and generally accepted standards of business ethics and conduct.
3. I / We shall comply with all applicable laws and regulations that prohibit money laundering, support and financing of terrorism and that require the reporting of cash and suspicious transactions. I / We shall only conduct business with customers involved in legitimate business activities, with funds derived from legitimate sources.
4. I / We shall not, directly or indirectly, make, offer or promise to make or authorize provision of financial or other advantages including any funds, services, gifts or entertainment, directly or indirectly to any person holding position or otherwise, to or in favour of any third party, employees of L&T / Group companies, customers or any government official or agency, in connection with the performance of this agreement/ work order / contract or in connection with any other business transactions involving L&T / Group companies and / or its clients any contracts that might lead to, or suggest, a conflict of interest between personal activities and the business. I / We shall neither give nor accept hospitality or gifts that might appear to incur an obligation.
5. I/We will avoid any contracts that might lead to, or suggest, a conflict of interest between personal activities and the business. We will neither give nor accept hospitality or gifts that might appear to incur an obligation.
6. I / We shall follow the relevant International Trade Control (ITC) regulations of all countries in which I / we operate as they relate to importing and exporting goods, technology, software, services and financial transactions.

7. I / We understand the US Foreign Corrupt Practices Act, 1977 ('FCPA'), UK Bribery Act and similar anti-bribery laws including, without limitation, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention Against Corruption (wherever applicable) and L&T / Group companies prohibition of facilitating payments and hereby agree not to engage in any activity which could lead to accusations of breach of FCPA, UK Bribery Act or similar anti-bribery laws including the OECD Convention (wherever applicable) and L&T / Group companies prohibition of facilitating payments.
8. I / We shall not take any action which places, or is likely to place L&T / Group companies in violation of laws or which could be detrimental to reputation and / or the business interests of L&T / Group companies. I / We shall not either directly or indirectly take any action, make any offers or representations, enter into any Agreements (oral or written) with any third party on behalf of L&T / Group companies without prior written approval from L&T / Group companies.
9. I / We hereby agree that in the eventuality of me / us appointing a Sub-contractor (with written approval of L&T), the Subcontractor shall also comply with this Code of Conduct.
10. I / We hereby agree to indemnify L&T / Group companies with regard to any government or third-party investigations related to or arising out of my / our alleged violation of this Code, the FCPA or similar anti-bribery laws including, without limitation, the OECD Convention.
11. I / We hereby agree to promptly report any violations of the Code to L&T / Group companies and further agree that L&T / Group companies has / have a right to terminate the Agreement / Work Order / Contract and recover any amounts thereto paid to me / us under the same. I / We hereby agree that I / we shall procure that my / our employees and officers shall promptly give all assistance, information and explanations to L&T / Group companies and its group companies or its employees and its professional advisors as they may reasonably request in this regard.
12. I / We hereby agree that I / we shall not buy, sell or otherwise deal in L&T securities if I / we have inside information. I / We hereby agree that I / we shall not pass inside information to third parties as it is not only a breach of confidentiality but also an offence.

Name:

Signature & Seal:

ANNEXURE VII: UNDERTAKING FORMAT

(To be submitted along with signed code of conduct document)

I / We hereby confirm that I have read and understood the Code of Conduct for Intermediaries including consultants / agents / business partners / vendors and undertake to comply with same and all the Applicable Laws / statutes / directives or regulations and shall promptly notify you of any actual or suspected breach and provide all required information in this regard. Upon the occurrence of an actual or suspected breach, we shall promptly take all remedial actions as suggested by you and in the event of any failure to take such remedial measures by us, this agreement/ work order / contract or any other business transactions shall be automatically terminated with immediate effect without damages or other sanction.

Signature & Seal

Name

ANNEXURE VIII: GENERAL TERMS AND CONDITIONS

I. DEFINITIONS

“Annexure” shall mean any of the annexures, supplements or documents, appended to this document which form an integral part hereof.

“Applicable Laws” shall mean all laws for the time being in force in India, including all acts, rules, regulations, resolutions, statute, decisions, bylaws, circulars, guidelines, policy initiatives and notifications made there under and judgments, decrees, injunctions, writs and orders of any court of record.

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

“Associate” shall refer to any Bidder who has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder, or any Bidder thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder, its member.

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

“Batch” shall mean the total consignment received under the Contract at NPL Power Plant on a fortnightly basis. For purpose of computations, the total consignment received between the 1st and the 15th day of each calendar month shall form one batch and that of between the 16th day and the last day of each calendar month shall form another batch.

“Bid/ Offer/ Proposal” shall mean the proposals of the Bidder submitted in response to and as required as per the Bid Document issued by NPL.

“Bid Document” shall mean this document including other documents such as Notice Inviting Tender (NIT), bid documents -including technical and Price Bid and other formats being issued to and submitted by the Bidders.

“Bidder/Bidding Company” shall mean an individual, a company/firm/society duly incorporated/registered under the relevant laws of India and making the Bid in response to and as required by this Bid Document. For the avoidance of doubt, any references to the Bidder in this Bid Document or Contract shall be interpreted as the Contractor once the Bidder's Bid has been accepted by NPL and Contract has been awarded to him/it.

“Contract” shall mean the legally binding contract formed between Nabha Power Limited and the Successful Bidder including the terms of this Bid Document, Letter of Award and Purchase Order(s) including its annexures, amendments etc. The same will govern the terms of the supply/work performed by the Contractor and shall constitute a Contract between NPL and the Contractor.

“Contractor(s)/Supplier(s)” shall mean the Successful Bidder(s) with whom the Contract(s) have been entered into by NPL and shall include legal representative of such individual or persons composing a firm or a company or the successors-in-interest and permitted assigns of such individual, firm or company, as the case may be for performing activities defined as per Clause 15 of Scope of Work.

“Consortium” means a group of two companies and/or organizations and/or firms responding as a Bidder.

“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 bidding process or in contract execution.

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

“Debarred” will mean prohibition of a Bidder from bidding or proposing on, exclusion from contracting or sub-contracting work of an agency by whom debarment is imposed. The terms ‘banned’, ‘excluded’, ‘suspended’, ‘blacklisted’ etc. convey the same meaning as Debarred.

“Fraudulent Practice” means a misrepresentation of facts in order to influence the bidding process or the execution of a contract to the detriment of NPL and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract prices at artificial non-competitive levels and to deprive NPL of the benefits of free and open competition.

“Good Industry Practice” shall mean standards, practices, methods and procedures conforming to the Law 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.

“Government Authority/Statutory Authority” shall mean the Government of India (GoI), the Government of Punjab (GoP), any local government under jurisdiction of Punjab, governmental department, commission, board, body, bureau, agency, authority, instrumentality, inspectorate, statutory corporation, corporate body or administrative body over which the GoI, GoP, exercises control.

“Landed Cost” shall mean the cost incurred in delivering the Material to NPL Plant including manufacturing cost, packing & forwarding charges, road transportation charges and transit insurance as per the terms of the Bid Document.

“Letter of Award (LoA)” shall mean the official communication issued by NPL notifying their preliminary acceptance of Successful Bidder(s) offer.

“Material” shall mean Agro Residue/ Crop Residue-based Non-Torrefied Biomass Pellets with Technical Specifications mentioned in Table-I of S No. 13 of this Bid Document.

“NPL Power Plant/ NPL Plant” shall mean 2 x 700 MW thermal power plant developed by Nabha Power Limited at Rajpura, in the state of Punjab.

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

“Party” shall mean either NPL or the Bidder/Contractor.

“Parties” shall mean NPL and the Bidder/Contractor collectively.

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

“Purchase Order(s) / PO(s)” shall mean the document issued by Nabha Power Limited to the Contractor in which Nabha Power Limited specifies the Scope of Works with various terms & conditions which are to be performed by the Contractor under the Contract.

“Qualified Bidders” shall mean the Bidders short-listed based on the qualification requirements specified as per clause 2.0 of Vol.-I in the Bid Document for further evaluation as per the Bid Document.

“Related Party” shall mean 'Related Party' as defined under section 2(76) of Company's Act 2013. Any misrepresentation regarding listing of Related Parties shall be considered as a major breach.

“Scope of Work” shall mean entire scope to be performed by the Successful Bidder related to Supply of Agro residue-based biomass pellets, delivery of Material to NPL Power Plant as defined in Clause 15 Vol-III.

“Subcontractor(s)” shall mean an agency appointed by the Contractor with the prior written consent of NPL to render obligations / part of Scope of Work under the Contract which may include the agency appointed for witness of weighment and sampling and analysis at NPL facilities.

“Subsidiary” shall mean a business entity or corporation either fully owned or partially controlled by the parent/holding company. The ownership stake of parent or holding company shall be at least 51%. Any misrepresentation regarding listing of Related Parties shall be considered as a major breach.

“Successful Bidder” shall mean the eligible Bidder whose Bid has been accepted by NPL and to whom the Contract is awarded in accordance with Clause 5 of Volume I of this Bid Document for performing the activities as per in Clause 15 Vol-III, Scope of Work.

“Technical Bid” shall mean documents required to be submitted by the Bidder in relation to responsive check and qualification requirements.

“Written Notice & serving thereof” shall mean a notice or communication in writing and shall be deemed to have been duly served within 48 hours of dispatch if sent through Speed Post/ Courier, or within 2 hours of its dispatch if sent by e-mail to the last business address/email 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.

Notes:

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

ARB – As Received Basis

FOR – Freight on Road

CA – Chartered Accountant

CEA - Central Electricity Authority

MOEF&CC - Ministry of Environment, Forest & Climate Change

MoP - Ministry of Power

IPP - Independent Power Producer

POA - Power of Attorney

RC – Registration Certificate

SD – Security Deposit

MTPD - Metric Tonne Per Day

- ii) 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.
- iii) 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.
- iv) Terms and expressions not defined herein shall have the same meanings as are assigned to them in: 1. Indian Sale of Goods Act, 2. Indian Contract Act, 3. General Clauses Act in the order of priority indicated.
- v) 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.
- vi) 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;

- vii) 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;
- viii) 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;
- ix) 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;
- x) a reference to a "Clause", "Schedule", "Annex" or "Exhibit" is a reference to a Clause, Schedule, Annex or Exhibit of this Bid Document;
- xi) "including" or "includes" shall be deemed to be qualified by a reference to "without limitation";
- xii) reference to "this Bid Document" 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
- xiii) this Bid Document is to be read and construed as a whole; anything mentioned in any of the documents comprising this Bid Document 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 endeavor, in the first instance, to resolve the conflict by reading this Bid Document 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.
- xiv) A law shall be construed as a reference to such law including its amendments or re-enactments thereof, for the time being in force.

2. GOVERNING LAW AND JURISDICTION

This Bid Document and Contract shall be governed by the laws of India and all legal proceedings in connection with the Contract shall be subject to the territorial jurisdiction of local courts at Patiala, Punjab.

3. ASSIGNMENT AND SUBCONTRACTING

The Bidder shall not without the prior written approval of NPL, assign or transfer its rights or obligations under the Bid Document and Contract or any part thereof, or any share, or interest therein to any other person.

4. INDEMNIFICATION

The Bidder shall fully indemnify, hold harmless and defend NPL against any action, claim or proceeding relating to the infringement of intellectual property rights of any third party and/or the use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article/or part thereof included in the Contract.

In the event of any claim being made or action brought against NPL in respect of the matters aforesaid, NPL shall immediately as soon as reasonably practicably notify the Bidder thereof for taking necessary action.

The Bidder shall indemnify on demand and hold harmless NPL in respect of any and all damages or injuries to any person and to any property and against all actions, suits, claims, demands, costs, charges and expenses (including professional fees) arising in connection therewith caused by:

- i. any act or omission of the Bidder;
- ii. any breach of Applicable Law by the Bidder;
- iii. claims made against NPL by a third party arising from any defect and negligence in the performance of the Scope of Work ;and
- iv. any damage to NPL's property by the Bidder.

For the purposes of this clause Bidder means and includes its affiliates, Subcontractors, employees, agents and other personnel deployed by the Contractor or his Subcontractors.

Any statutory and tax related liability will be exclusively to the account of the Bidder unless NPL agrees otherwise based on the Bidder's accepted Bid.

Bidder shall comply with all norms and requirements of the mining department, MoEF&CC, Government Authorities and Applicable Laws and indemnify NPL against any non-compliance. NPL on monthly audit process may verify the compliance however this shall not absolve the Bidder from its prime responsibility of such compliance.

5. CONFIDENTIALITY

“Confidential Information” means any and all information or data of a scientific, technical, commercial or financial nature disclosed by NPL in relation to the Contract, or which is obtained by the Contractor from NPL in relation to PO, 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, Contractor information, market intelligence, business working, operations and other business strategies and other commercial information of a confidential nature.

Confidential Information shall not be disclosed by the Contractor except to those individuals who need access to such Confidential Information to ensure proper performance of the Contract or to third party advisors and investors who reasonably require access to the Confidential Information for purposes of fulfilling receiving Party's obligations. The Contractor shall remain liable with regard to all parties who receive NPL's Confidential Information from the Contractor. The Contractor shall be liable for disclosure or use of Confidential Information which:

- (1) was known by the Contractor at the time of disclosure due to circumstances unrelated to this Contract;
- (2) is generally available to the public without breach of this Contract;
- (3) is disclosed with the prior written approval of NPL; or
- (4) is required to be released by Applicable Law or court order/direction.

The obligations under this section shall survive for a period of five (5) years post termination of the Contract.

6. FORCE MAJEURE

6.1.A "Force Majeure Event" means any events or circumstances or a combination of events or circumstances or the consequence(s) thereof that wholly or partially is beyond the reasonable control of the affected party, which could not have been reasonably foreseen, prevented or mitigated by such Party using its reasonable diligence and which makes it impossible for such Party to perform the whole or in part its obligations under the Contract, including but not limited to:

- a. Act of God, operation of the forces of nature such as earthquake, hurricane, lightning, tidal wave, tsunami, typhoon or volcanic activity.
- b. An act of war, (whether declared or undeclared) hostilities invasion, armed conflict or an act of foreign enemies, blockade, embargo, revolution, military action, or sabotage.
- c. Contamination by radioactivity from any nuclear fuel or form any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties.
- d. Riot, civil commotion, terrorism or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors.

- e. National or regional industrial disputes or targeted disputes which are part of national or regional campaign and which is not reasonably within the powers of a Party to prevent, or which is not specific to the Party or any of his Contractors or Subcontractors.
- f. Government orders and/or restrictions which are imposed under Applicable Law.
- g. Termination of PPA
- h. Epidemic.

6.2. Force Majeure Event shall expressly not include the following circumstances or events:

- a. a delay in the performance of any Subcontractor, except where such delay is attributable to an event or circumstance that qualifies as a Force Majeure Event under clause 6.1 above;
- b. non-performance caused by the non-performing Party's: (i) negligent or intentional acts, errors or omissions, (ii) failure to comply with the Applicable Laws or Applicable Permits, or (iii) breach of, or default under, this Agreement, as the case may be; or
- c. any delay or non-performance whether by the Contractor or any other person (other than NPL); or
- d. strikes or labour disturbance at the facilities of the Contractor or its Subcontractor; or
- e. Insufficiency of finances or funds or the Contract becoming onerous to perform.

6.3. If the Parties are unable to agree in good faith on the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the dispute resolution procedure set forth in clause 9 below, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief on account of such Force Majeure Event.

6.4. Notice of Force Majeure Event:

- a. The Affected Party (Party whose performance has been affected by an event of Force Majeure) shall give notice to the other Party in writing of the occurrence of any of the Force Majeure Event (the "FM Notice"), as soon as the same arises or as soon as reasonably practicable and in any event within 15 (fifteen) Days after the Affected Party knew of its occurrence, the adverse effect it has or is likely to have on the performance of its obligations under this Contract, the actions being taken in accordance with clause 6.5 below (Performance Excused) and an estimate of the period of time required to overcome the Force Majeure Event and/or its nature and effects (if it is possible to estimate the same).
- b. If, following the issue of the FM Notice, the Affected Party receives or becomes aware of any further information relating to the Force Majeure Event, it shall submit such further information to the other Party as soon as reasonably practicable.

6.5. Performance Excused:

If either Party is rendered wholly or partially unable to perform its obligations under this Contract because of a Force Majeure Event, that Party will be excused from its performance if affected by the Force Majeure Event to the extent so affected provided that:

- a. Written notice in terms of clause 6.4 above;
- b. the suspension of performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event; and
- c. The affected Party shall exercise all reasonable efforts to mitigate or limit damages to the other Party.
- d. nothing contained herein shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of or during subsistence of the Force Majeure Event.
- e. Any Party claiming to have been affected by a Force Majeure Event shall not be entitled to any relief unless all the provisions of this clause 6.5.a. and 6.5.b. above have been complied with.

Provided however that upon occurrence of a Force Majeure Event affecting NPL, NPL may require the Contractor to continue performing its obligations, including the supply of Material as notified in writing by NPL.

No liability of either Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused because of the occurrence.

6.6. No liability for losses due to Force Majeure Event:

Neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss relating to or arising out of the occurrence or existence of any Force Majeure Event, Each Party shall maintain appropriate insurance cover for losses arising as a result of Force Majeure Events

6.7. Duty to perform & duty to mitigate:

To the extent not prevented by a Force Majeure event, the Affected Party shall continue to perform its obligations under the Contract. The Affected party shall take all reasonable efforts to mitigate the effect of a Force Majeure Event.

6.8. Resumption of performance:

During the period that a Force Majeure Event is subsisting, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under this Contract. The Affected Party shall also make efforts to resume performance of its obligations under this Contract as soon as possible and upon resumption, shall notify the other Party of the same in writing. The other Party shall provide all reasonable assistance to the Affected Party in this regard.

7. EVENTS OF DEFAULT

A. Contractor's events of default:

In addition to any other event which gives rise to a termination right for NPL appearing in any other provisions of this Bid Document, the following events shall be construed as events of default on the part of the Contractor, the occurrence of which shall entitle NPL to terminate the Contract forthwith:

- i. The Contractor is adjudged bankrupt or insolvent; has a receiving order issued against it, makes a general assignment for the benefit of its creditors, or, if Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or for reconstruction for which prior written consent from NPL is obtained), a receiver is appointed over any part of its undertaking or assets, or if Contractor takes or suffers any other analogous action in consequence of debt;
- ii. The Contractor is in a material breach of the Contract.
- iii. Contractor assigns, subcontracts or transfers the Contract or any right or interest therein other than in accordance with the Contract.
- iv. The voluntary winding up of the Contractor by the shareholders of the Contractor;
- v. Any petition for winding up of the Contractor is admitted by a court of competent jurisdiction and the Contractor is ordered to be wound up by the court;
- vi. Non-compliance to any relevant major requirement of Govt. bodies and/or Applicable Laws.
- vii. Contractor, in the judgment of the NPL has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract
- viii. Abandons and ceases its performance or repudiates the contract.
- ix. Persistently fails to timely correct defects and deficiencies in accordance with the terms of the Contract.
- x. Does not carry out the Contract/ LoA/PO for the entire quantity as required by NPL and such breach is not remedied within seven (7) days of notice.
- xi. If the composition or constitution of the Consortium is changed or altered.

In the event of a Bidder Event of Default NPL shall, in addition to its right to immediately terminate the Contract and charge the penalty, have the right to recover the damages, penalty, losses, costs and /or expenses, etc, in addition to recovery of any amount due to NPL from the Contractor by forfeiture of CPS and/or the SD of the Bidder, without prejudice to the other legal remedies available to NPL.

B. NPL's events of default:

If NPL delays in paying any undisputed amounts due and payable to the Contractor and such amounts in aggregate exceeds ~one month's supply and the delay in payment exceeds 90 Days (from the date of receipt of the last undisputed unpaid invoice), it shall be construed as an

NPL events of default unless such an event has occurred as a consequence of a Force Majeure Event and NPL has made diligent efforts to the reasonable satisfaction of the Contractor to avoid the Force Majeure Event and the effects thereof.

In case of NPL's event of default, the Contractor shall be entitled to terminate the Contract by giving 30 days written notice.

8. COMPLIANCE TO LAWS

Compliance of Labour Laws

The Contractor shall comply with all the provisions of the Contract labour (regulation and abolition) Act, 1970 and the rules made thereunder which may be applicable to them. The Contractor shall also comply with other labour and industrial laws and such other acts and statutes as may be applicable to them in respect of their employees and shall indemnify NPL and reimburse NPL against all damages, charges, actions, claims, demands, costs and expenses whatsoever arising out of or in connection with any liability that NPL may be required to discharge on account of the default of the Bidder or otherwise attributable to the Bidder.

Compliance with Law of the Land:

The Contractor shall comply with all Applicable Laws of the land as applicable to the state of Punjab and any other state en-route in supply at NPL plant that is mandatory in order to execute its obligations and deliveries under the Scope of Work under this Bid Document that should essentially include but not limited to law enforced by MoEF, Ministry of Excise and taxation, Indian Railways, local authorities.

The Bidder shall reimburse NPL for all costs, damages, charges, losses and/or expenses, that NPL may have incurred, under the Contract in respect of this clause. The Contractor is liable for the same and such sums shall be deducted by NPL from any money due or becoming due to the Contractor under the Contract or shall be recovered by action of law or otherwise from the Contractor or his CPS/SD.

9. DISPUTE RESOLUTION AND ARBITRATION

9.1. Dispute Resolution and Arbitration

- i) Except as otherwise provided in the Contract, if any dispute or difference of any kind whatsoever (a "Dispute") shall arise between NPL and the Contractor in connection with, or arising out of, or relating to the Contract or the breach, termination or validity hereof, NPL and the Contractor shall attempt in good faith, to settle such Dispute in the first instance by mutual discussions initially between the Contractor and NPL through mutual discussions. In case of nonresolution dispute may be

escalated. In such a case either party may give a 30 days' notice to the other Party for settlement of disputes.

- ii) If the Dispute cannot be settled within thirty (30) days by mutual discussions as contemplated by clause no. 9.1.i), the Dispute shall be resolved through arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- iii) The language of the arbitration shall be English, the place and seat of arbitration shall be at Patiala, Punjab, India.
- iv) The Arbitral Tribunal shall consist of three arbitrators. Each Party shall select one arbitrator of its choice within 30 days after giving or receiving the demand for arbitration. The two arbitrators selected by the Parties shall select the third arbitrator.
- v) The award rendered shall be in writing and shall be final & binding on the Parties.
- vi) Notwithstanding the above, during the pendency of any arbitration, the Parties shall continue to perform their respective obligations under the Contract and undisputed payment due or payable by NPL shall not be withheld on account of such proceedings.
- vii) Upon every or any such reference, the costs incidental to the references and award respectively shall be in discretion of the arbitrators so appointed who may determine the amount thereof direct by whom and to whom and in what manner the same is to be borne and paid.
- viii) The provisions of this sub-clause 9.1 shall survive the termination of the Contract.

9.2. Resolution of unforeseen situation

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

10. INSURANCE, OCCUPATIONAL SAFETY AND DEDUCTION FROM CONTRACT FEES

10.1. Workmen's Compensation Insurance with Employer's Liability

This shall cover all the workers, temporary/ permanent, employed by the Contractor as well as their Sub-contractors for performing Scope of Work under the Contract. The Contractor shall, at its sole expense, insure and shall maintain insurance as required by Applicable Laws for all actions, suits, claims, demands, costs, charges and expenses arising in connection with the death of or injury to any person employed by the Contractor or its Sub-contractors for the purpose of the performance of the Scope of Work as per the Bid Document. In addition,

the Contractor shall obtain and maintain all the insurance required to be obtained and maintained by it.

- i) NPL lists out following insurers who may be approached by the Contractor for availing the Insurance Covers:
 - a. New India Assurance Co. Ltd.
 - b. United India Insurance Co. Ltd.
 - c. Oriental Insurance Co. Ltd.
 - d. Bajaj Allianz Insurance Co. Ltd.
 - e. HDFC Ergo General Insurance Co. Ltd.
- ii) Contractor shall furnish to NPL, certificates of insurance from the Insurer showing that the above required insurance is in force, the amount of the Insurer's liability there under, and further providing that the insurance shall not be cancelled or changed until the expiration of at least 21 days after written notice of such cancellation or change has been received by NPL from the Insurer. On occurrence of such an event, the Contractor shall arrange for a replacement policy within 21 days of such a written notice.
- iii) Remedy on Failure to Insure: If Contractor fails to effect and keep in force the insurance, NPL may affect and keep in force any such insurance and deduct the amount so paid by NPL from any amounts due or which may become due to the Contractor under the Contractor or call on the CPS. NPL may also terminate the Contract if the Bidder is in breach of its obligations under this clause 10.

10.2. Adherence to occupational safety at workplace

Contractor and its personnel (including all labourers, helpers, drivers, supervisors etc.) while delivering supply at NPL have to strictly adhere to the gate pass procedure and safety protocol of NPL as mentioned in Contractor Safety Manual. Any deviation from standard safety practice as designed and formulated by NPL shall attract penal provisions as per the extant rules and regulations of NPL safety department.

The Contractor shall depute proficient persons only for specific job role and the above safety rule would be binding for all persons of Contractor may be supervisors, tipper driver, hydra, hydraulic excavator or any other equipment operator and sampling witness representatives and does not in any way relieve even the person at weighbridge data maintenance from this obligation. Safety PPEs to be procured / arranged by Contractor on their own at the cost of Contractor and to be worn while inside plant premises. Any incidence of violation shall lead to double/multiple penalty.

Any accident and loss thereof for men, material, damage of any civil mechanical and electrical infrastructure in any act of Contractor 's persons, equipment and tippers shall attract applicable penalty from supply bills and re-occurrence of any similar incidence shall not be accepted in any case.

NPL disclaims any liability on account of any accident or mishap if happens to Contractor 's persons while rendering supply under this supply contract inside NPL plant premises.

Deduction from Contract fees

The Bidder shall indemnify NPL for all costs, damages, or expenses, NPL may have incurred, under the Contract in respect of this clause 10. The Contractor is liable for the same and such sums shall be deducted by NPL from any money due or becoming due to the Bidder under the Contract shall be recovered from the Bidder by encashing CPS and/or SD and/or through process of law.

11. TERMINATION OF CONTRACT

11.1. Termination of Contract

NPL reserves the right in its sole discretion to cancel/terminate the Contract in full or part at any time by giving 15 days written notice to the Contractor if the Contractor 's performance is not found to be satisfactory to NPL or in case the Contract is found uneconomical to NPL. NPL also reserves the right to terminate/ cancel the Contract by giving one month written notice without assigning any reason thereof.

In case the Contractor wishes to terminate the contract, he has to give 90 days' notice in writing to NPL before such termination is considered effective. The Contractor shall fulfil all the contractual obligations during the notice period.

The Parties agree that the Contractor shall not be entitled to the payment of any termination compensation.

11.2. Termination due to Force Majeure Event

- a. If the Force Majeure Event subsists for a continuous period of 60 Days, then either Party shall be entitled to terminate this Contract in its sole discretion by issuing a Termination Notice to that effect. Such Termination shall take effect 30 Days from the date of such Termination Notice.
- b. In the event of a termination of this Contract as a result of a Force Majeure Event in accordance with the provisions of clause 6.1., the Parties agree that the Contractor shall not be entitled to the payment of any termination compensation; however, the Contractor shall be entitled to be paid the outstanding fees in relation to the work performed under the Contract.

11.3. Continuing Obligations

Termination of this Contract shall be without prejudice to any accrued rights or obligations under this Contract as at the date of termination and termination of this Contract shall not affect the continuing rights and obligations of the Bidder and NPL under clause 2 (Governing

Law), 4 (Indemnification), 5 (Confidentiality), 9 (Dispute Resolution and Arbitration), 10 (Insurance) of these General Terms and Conditions, Penalties/Recoveries/Quantity Adjustment of Vol II, or any other provision of this Contract and Bid Document which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination.

12. BLACKLISTING CRITERIA:

NPL to decide whether a particular Bidder/ Contractor / needs to be blacklisted based on the criteria as under:

- a) Default as per Bid Document/PO terms (events of defaults)
- b) Influencing in the process of weighment or sampling, sample preparation or analysis of biomass pellets at NPL and any person in NPL/ associated agency with intent as established by NPL based on credible evidence.
- c) Undue request for re-opening of issues already settled in past.
- d) Submission of eligibility requirements containing false information or falsified documents.
- e) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.
- f) Unauthorized use of name of the firm/ bidding entity or using the name of another bidding entity for the purpose of public bidding.
- g) Withdrawal of a Bid, or refusal to accept an award of PO without justifiable basis as determined by NPL.
- h) Any attempt by a Bidder to unduly influence the outcome of the bidding in his favour.
- i) Failure of the Contractor, due solely to his fault or negligence, to start supplies within prescribed schedule.
- j) Wilful or deliberate abandonment or non-performance of the contract or deliberate delay resulting to substantial breach thereof without lawful and/or just cause.
- k) Unwarranted, multiple disputes, generally on frivolous grounds. In this instance, Contractor may be cautioned based on initial transgressions.
- l) NPL shall have sole discretion to examine the blacklisted companies for considering and reviewing mutual business ties after fairly evaluating its business practices & other business parameters of blacklisted company. Decision of NPL shall be final and shall not be questioned or disputed at any stage before any forum/court/tribunal by rest of the blacklisted Companies. No other Blacklisted Company shall have any right to challenge such decision of review.

13. SPLITTING OF SCOPE OF WORK:

NPL reserves the right to split up the work in the Scope of Works section of this Bid Document and Contract among more than one Bidder during the progress of work due to

unsatisfactory progress of work by a Bidder. NPL will not entertain any claim from any Bidder as a result of such splitting up. NPL also reserves the right to exclude/include any items of work from/into the scope of the Contract during the progress of work due to any reason whatsoever.

NPL reserves the right to enter into Contract (s) with more than one Party.

14. POWERS TO VARY OR OMIT ANY ITEM OR WORK:

No alterations, amendments, omissions, additions, suspensions or variations in Scope of Work shall be made by the Bidder except as directed in writing by NPL in connection with the Contract. NPL shall have full powers subject to the provision hereinafter contained from time to time during the execution of the Contract by notice in writing, to instruct the Bidder to make such variations and be bound by the same conditions as far as applicable even if the said variations occur in the specifications. If any suggested variation would, in the opinion of the Bidder if carried-out, prevent the Bidder from fulfilling any of its obligations or guarantee under Contract, the Bidder shall notify within 7 days to NPL, thereof in writing, and NPL shall decide forthwith whether or not the same shall be modified accordingly with mutual agreement of the stakeholders. The difference of rates, if any, occurring by any such variations, shall be added to or deducted from the Contract rate as the case may require in accordance with the rate specified in the Contract, subject to these being eligible for "Pass Through Cost" by the concerned Government Authorities including but not limited to PSPCL. NPL shall not become liable for the payment of any charges in respect of any such variations unless instructions for the performance of the same shall have been given in writing by NPL.

15. DEDUCTION OF INCOME TAX:

Income tax at the prevailing rates shall be deducted at source from the bills of the Contractor as per the Income Tax Act and Rules. Necessary TDS certificate will be issued by NPL.

16. COMPLIANCE WITH APPLICABLE PERMITS AND APPLICABLE LAWS:

The Contractor shall comply with the conditions of all Applicable Permits and the provisions of all Applicable Laws in fulfilling its obligations during the period of this Contract.

17. DEDUCTION FROM CONTRACT FEES:

All costs, damages, or expenses NPL have incurred under the Contract for which the Contractor is liable, then such sums shall be deducted by NPL from any money due or becoming due to the Contractor under the Contract or shall be recovered from the Contractor from his CPS and/or SD and/or through process of law.

18. MERGER & AMALGAMATION:

Contractor shall obtain a No Objection Certificate (NOC) from NPL before any merger or amalgamation. On receipt of NOC, the Contractor shall ensure that all the contractual obligations are duly carried out after such merger or amalgamation by the merged / amalgamated entity.

19. CHANGE IN THE CONSTITUTION OF BIDDER/ CONTRACTOR AND ADDRESS:

In case there is any change in partnership or any change in constitution of the Bidder, it shall be forthwith notified by the Bidder to NPL for information. Any change in the address of the Bidder shall also be intimated to the authorised person(s) of NPL.

20. NEGLIGENCE AND DEFAULT:

In case of negligence on the part of Bidder to execute the Contract with due diligence & expedition to comply with any reasonable orders given in writing by NPL in connection with the Contract or any contravention in the provisions of the Contract, NPL may give 21 days' notice in writing to the Bidder to make good the failure or neglect or contravention. If the Bidder fails to comply with the notice within 21 days' notice period (or) period between NPL & Bidder with mutual discussions, NPL may suspend business/dealing with the Bidder. Further in case of such default by Bidder, NPL may also terminate business dealings with the Bidder apart from claiming reasonable compensation/damages, forfeiture of CPS and/or SD etc.

21. WAIVER:

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

22. 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.

23. Transfer of Risk and Title:

Risk & Title of the accepted Material shall pass on to NPL after the unloading of the Material at the designated point at NPL Plant.

**ANNEXURE IX: FORMAT FOR RAISING DISAGREEMENT AGAINST NPL
QUALITY**

Intimation to NPL- Fuel Sourcing through Email/letter by the Contractor		Date of intimating Disagreement	
Date of sharing of report by NPL		Disagreement with regard to (sampling / preparation / test results)	
DISAGREEMENT OF NPL LAB RESULTS			
Date of Receipt	Bidder	NPL Test Certificate Reference No.	
NPL Findings (ARB)			
Parameter disagreed	TM%	GCV(Kcal/Kg)	
NPL Findings (ARB)			
Party's assessment (ARB)			
Reason for Disagreement	Applicable standard No.	Relevant clause no. in the standard	Deviation observed
Suggested Action			Please retain Referee Sample till disagreement resolved
			Referee Sample Analysis
			Anything Else
Intimation By			
Contractor 's Sign			
Contractor 's Seal			

ANNEXURE X:
UNDERTAKING OF PADDY PROCUREMENT AND COMPOSITION

(On the letterhead of the Bidder)

Date: –

Reference No.- **NPL/Biomass Pellets/2024-25/089**

I _____ (Insert Name of Authorised Signatory), on behalf of
_____ (Insert Trade Name or Legal Name of the Contractor) do hereby
declare:

1. that we shall procure 100% of rice paddy/ straw/ stubble used in manufacturing the Non-Torrefied Biomass pellets from Punjab.
2. that we shall use a minimum of 50% crop residue of rice paddy as base material for manufacturing of agro residue pellet.
3. that we will issue declaration as per Annexure-XII (A) signed by Punjab state nominated authority to NPL which will be presented along with our invoices.
4. we understand that source of procurement from outside Punjab shall not be allowed to be changed within the validity of the Bid Document.
5. that in case any loss is suffered by NPL due to any mis-statement/ misrepresentation done by us, we shall be fully responsible and shall indemnify NPL in all respects for it.

Legal Name:

GSTIN:

PAN No.:

Signature of Authorised representative:

Name of Authorised Signatory:

Full Address of Bidder:

ANNEXURE XI: FORMAT FOR DECLARATION OF RELATED PARTIES

(On the letterhead of the Bidder)

To,

SCM Head,
Nabha Power Limited,
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.
Tel. No.: +91-1762-277267

Sub: Declaration of Related Party for Bid Document ref. no. **NPL/Biomass Pellets/2024-25/089**

Dear Sir,

We hereby declare that the following organizations are our Related Parties having common control/ ownership.

Name of the Related Party	Ownership/ Control details	Holding / Associate / Subsidiary Company

We also confirm that beyond the parties mentioned in table above, we / they have no controlling relationship with any other party participating in the bid process.

In case any information mentioned hereinabove is found incorrect / false, which may be discovered/ revealed during the validity of the Bid / Contract, NPL may at its liberty may forfeit/ encash the CPS deposited by us. Also, the Contract/ Purchase Order, if awarded, may be annulled with no liability to NPL. NPL may also take other actions as appropriate including blacklisting and debarring us from current and future participation in tenders issued by NPL.

Thanking you,
Yours faithfully

For

(Manager of Constituent Company/Company Secretary of the Constituent entity)

Name:

Date:

Place

ANNEXURE XII (A): DECLARATION OF PADDY PROCUREMENT
CERTIFIED BY PUNJAB STATE NOMINATED AUTHORITY

(On the letterhead of the Contractor)

We, the undersigned, confirm that we have procured the following quantity of rice paddy/ straw/ stubble from the state of Punjab:

Sl. No.	Procured from (District in Punjab)	Unit	Quantity of Rice paddy, Straw/stubble	Financial Year of Procurement
1		MT		
2		MT		
3		MT		
.				
.				
	Total			

(a) I certify that the above information given by me/us is true.

(b) In case the information furnished by me is found false, Contract can be terminated for providing false information.

For, ____(Contractor Name)_____

Name/ Designation of the Contractor representative:

Signature:

Date:

Place:

Certification by nominated authority

We, the undersigned, confirm that above-mentioned quantity of rice paddy/ straw/ stubble has been procured by the Contractor from the state of Punjab.

Name/ Designation of the nominated authority:

Signature:

Date:

Place:

ANNEXURE XII (B): DECLARATION OF PADDY PROCUREMENT

(On the letter head of the Contractor)

LOA no:

We, the undersigned, confirm that the 100% of rice paddy/ straw/ stubble used in manufacturing the invoiced consignment of Non-Torrefied Biomass pellets have been sourced from Punjab.

Quantity of rice paddy/ straw/ stubble procured for above mentioned Invoice is mentioned below:

Sl. No.	Procured from (District in Punjab)	Unit	Quantity of Rice paddy, Straw/stubble	Financial Year of Procurement
1		MT		
2		MT		
3		MT		
.				
.				

(a) I certify that the above information given by me is true.

(b) In case the information furnished by me is found false, contract can be terminated for providing false information.

Name/ Designation of the Contractor representative:

Signature:

Date:

Place:

ANNEXURE XIII: DECLARATION OF PELLETS COMPOSITION

(On the letterhead of the Contractor)

PO no:

Invoice no. & date:

We, the undersigned, confirm that the invoiced Non-Torrefied Biomass pellets have been manufactured in strict compliance with the technical specifications & scope of work of the Bid Document ref. no. **NPL/Biomass Pellets/2024-25/089**.

Composition (% by weight) of Base material and binders used for above mentioned Invoice is mentioned below:

Sl. No.	Composition	Unit	Quantity by weight (approx.)
1	Base material -	%	
1.1	Rice paddy / stubble / straw	%	
1.2	Other agro based residue	%	
2	Binder	%	

(a) We certify that the above information given by me is true.

(b) In case the information furnished by us is found false, Contract can be terminated for providing false information.

(c) We confirm that we have despatched the materials from our below manufacturing facility:

Detailed address: _____

City/Town: _____

Distt: _____

State: _____

Name/ Designation of the Contractor representative:

Signature:

Date:

Place:

ANNEXURE XIV: For Manufacturers

DECLARATION OF MANUFACTURING FACILITY

(Certified by Chartered Accountant / Statutory Auditors on the letterhead of the Bidder)

_To,

SCM Head,
Nabha Power Limited,
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.
Tel. No.: +91-1762-277267

Sub:

This is to certify that M/s _____ (Name of the Bidder) is having its registered office at _____ and its Manufacturing plant is/are located at _____ which is/are in operation since _____. Details of Plants are mentioned below:

Sl. No.	Plant Location	Type of palletization Machine (Ring Dye, Flat Dye, Piston type, other etc.)	Palletization Machine Make	Number of Palletization Machine	Capacity in TPH per machine	Operating hours per day (16 hours per day per machine)	Manufacturing capacity
				A	B	C = 16	D=AxBx16
1							
2							
3							
*							
	Total						

* Bidder may add more rows, if required

Notes:

1. We hereby confirm that the manufacturing locations of Biomass Pellets is/are as follows:

a. Manufacturing Location1:

b. Manufacturing Location2:

c. Manufacturing Location3: and so on

2. We understand that NPL at its discretion may visit any or all of the manufacturing facility or facilities at any time (before or after the award of Contract) with or without intimation to M/s _____.
3. In case of any misrepresentation of the facts, NPL at its discretion may reject the Bid, and action may be taken as per the terms and conditions of the Bid Document.

Further, it is certified that M/s _____ (Name of the bidder) is a manufacturer of Agro-residue based biomass pellets having Total manufacturing capacity of _____ TPD (Tonnes per Day) for above mentioned plant/s. The existing free capacity is certified as per below table:

Existing Free Capacity:

S. No.	Description	Quantity	Remarks
A	Total manufacturing capacity in TPD		As determined in table above
B	Existing orders for supply of biomass pellets up to 30 June 2026 in TPD		All contracts
C	Existing Free Capacity (A-B)		

Name and Signature of Authorized Signatory of Contractor

Name, Signature and stamp of the Chartered Accountant / Statutory Auditor

ANNEXURE XV: ACCEPTANCE LETTER

To,

SCM Head
Nabha Power Limited
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.
Tel. No.: +91-1762-277267

Dear Sir,

Sub: Acceptance of price submitted and of the Contract

We hereby confirm our acceptance and compliance to all the provisions of the Bid Document and agree to be legally bound to the terms and conditions of the Contract.

We further declare that the Scope of Work (as defined in the Bid Document) will be executed in accordance with the provisions of the Contract. We confirm that we have considered all taxes, duties and levies (GOI/State Govt/Bodies) applicable as on the date of this Letter. We acknowledge NPL is liable to reimburse taxes, duties and levies only in case of increase/additions as applicable on the day of dispatch. Similarly, NPL shall be entitled to recover taxes, duties and levies reduced/withdrawn.

We agree to abide by the price submitted for the Scope of work as stipulated in the Bid Documents and it will remain binding upon us and may be accepted by Nabha Power Limited at any time as per the clause 8 of Vol. I.

Signature:.....

Name:.....

Designation:.....

ANNEXURE XVI (A): CONTRACT CLOSURE NOTE

(On letterhead of Contractor)

Date: XX.XX.XXX

Final Settlement

Ref. Bid Doc:

PO Nos:

Contract Duration:

Scope of work:

This is in reference to the _____ (aforesaid contract), in respect of the same I/we _____ hereby affirm and declare that:

1. I/We have completed the entire scope of work in terms of the abovesaid Contract and nothing is pending or due from our end.
2. I/We hereby declare and confirm that we have paid to all the workmen engaged by me/us and/or any of our agencies, the wages and other benefits including the retrenchment benefits, if any, to the person/workmen engaged by me/us and/or any of our agencies in terms of the applicable laws, to the extent applicable to the persons/workmen engaged by me/us and/or any of our agencies in the work at M/s Nabha Power Limited, Rajpura.
3. It is further confirmed that I/We do not have any dispute/claim pending of any of the person engaged by me/us and/or any of our agencies related to payment of salary/wages, separation benefit/ dues, leave salary/wages, bonus, etc. or any other claim of whatsoever of the nature while working with M/s Nabha Power Limited, Rajpura.
4. It is further confirmed that I/We do not have any dispute/claim pending with any Office, Officer related to engagement of any person by me/us and/or any of our agencies related to the payment of salary, wages, separation benefit/ dues, leave salary/wages, bonus, etc. or any other claim of whatsoever of the nature while working at site of M/s Nabha Power Limited, Rajpura.
5. I/We have already settled the accounts and contracts with all of my/our contractors, sub-contractors, agents, vendors, suppliers and other persons involved for performing the work as assigned to me/us under the abovesaid Contract.
6. Only an amount of Rs. _____ (in words _____ only) is outstanding and pending for payment to me/us against the abovesaid Contract. I/We understand and agree that the

said outstanding amount is payable without any interest and subject to deduction of applicable taxes/other financial levies, set off against any amount due from me/us to Nabha Power Limited (NPL).

7. The entire legal, financial, contractual and other liabilities of NPL under the abovesaid Contract stood discharged in all respects and to my/our complete satisfaction except the amount referred in Para 6 above and on payment/adjustment of the same I/we shall be left with no claim, right, demand against NPL of any nature whatsoever under the aforesaid Contract.
8. The said outstanding amount of Rs. _____ (in words _____ only) shall be released/adjusted towards Full and Final Settlement and shall be binding upon me/us and anyone claiming under me/us. All previous claims / notices / demand, communications, understandings (if any), are hereby terminated and stand superseded.
9. I/We hereby indemnify M/s Nabha Power Limited, Rajpura of any liability and dispute that may be raised by any of the person engaged by me/us and/or any of our agencies for any kind of work whatsoever in nature, in future, or any statutory authorities claiming non-payment/under payment of wages/benefits, PF & ESIC benefits due to him/them. In such cases, if arise, may be referred to me/us for us and /or any of our agencies worked with us. I/We shall be completely liable for payment of damages, if any, arising out of this dispute.
10. I/We _____ undertake to indemnify and keep NPL indemnified and harmless from and against all risks, costs, losses, damages, claims, actions etc. that NPL may suffer or suffered on account of any act, omission or negligence on the part of _____ or its employees, representatives, agents, workmen and any other person claiming under it in performance /violation of all or any of the terms and conditions stipulated under the abovesaid Contract.
11. I/We hereby unconditionally and irrevocably discharge NPL of and from all claims, disputes, actions, charges, contractual obligations, complaints, causes of action, rights, demands, debts, damages, or accountings of whatever nature, at law or in equity, known or unknown, asserted or not asserted, which may have arisen or arise in future against NPL, based on any actions or events which occurred prior to _____ (date of signing of the letter), and those arising out of or related to the aforesaid Contract.

Yours Faithfully,

For _____.

Authorized Signatory

ANNEXURE XVI (B):
NO DUES NO CLAIM CERTIFICATE

Date: _____

PO No(s).

Contractor Name:

We hereby confirm that we do not have any dispute/claim of any nature, whatsoever on M/s Nabha Power Limited against the works/supplies carried out by us in line with aforesaid Purchase Order including any debits/recovery/LDs made in the bills paid so far. The details are as follows:

S. No.	Description	Details
1	Work Site	Nabha Power Limited, Rajpura
2	Contractor	
3	PO No.	
4	Scope of Work	
5	Total PO amount including taxes and duties	
6	Invoice raised by the Contractor including taxes and duties	
7	Payment received by the Contractor including taxes and duties	
8	Other deductions (debits, recoveries, etc.) including taxes and duties	
9	Contractual deductions (Penalty and LDs etc.) including taxes and duties	
10	Due amount including taxes and duties	
11	Contractual closure acceptable	<input type="checkbox"/> Yes <input type="checkbox"/> No

Except retention money of Rs _____ which is subject to release as per PO terms, we have received all the payments under aforesaid PO and there are no dues from M/s Nabha Power Limited for the aforesaid PO.

Further, it is confirmed that we have complied with all relevant statutes/ regulations and have discharged our obligations under applicable laws in relation to aforesaid PO. We undertake to indemnify Nabha Power Limited against any & all liabilities arising out of our defaults and/or non-compliances either under any laws or any other contracts in relation to aforesaid PO.

For, _____

Authorized Signatory

Name

Designation

Date

ANNEXURE XVII: PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

Bank Guarantee No.....

Date

To,

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

Dear Sir,

In consideration of M/s. Nabha Power Ltd., (hereinafter referred to as 'NPL' which expression will unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns) having invited Bids, will enter into a "Contract" with M/s (Insert name of Bidder) having its registered office at and principal place of business at [hereinafter referred to as the "Bidder" which expression will unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns] for **Supply of Non-Torrefied Biomass Pellets to Nabha Power Limited**, having agreed to provide a Contract Performance Bank Guarantee for the due performance of the entire Contract for an amount equal to Rs. /- (Indian Rupees Crores Only) (as per Cl.no..... of PO no.....dated... , insert as applicable), valid for 90 (Ninety) days beyond the last date of scheduled supplies i.e. DD-MM-YYYY and essentially required to be valid up to DD-MM-YYYY unless the same is extended as per the terms of the Contract.

We, (Name and address of the Bank), having its Head Office at..... and Branch office at,and issuing branch at (hereinafter referred to as the "Bank" which expression will, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay NPL, on demand any and all monies payable by the Bidder to the extent of Rs. /- (Indian Rupees.....Crores only), as aforesaid at any time up to[days/month/year] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor.

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

NPL will have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract by the Bidder. NPL will also have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Bidder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract, between NPL and the Bidder or any other course or remedy or security available to NPL. The Bank will not be released of its obligations under these presents by any exercise by NPL of its liberty

with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of NPL or any other indulgence shown by NPL or any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

This Guarantee can be enforced by NPL any number of times for their claims or demand to the total extent of Indian Rupees/- (Indian Rupees ____ Crores only), as long as it remains in force.

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

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

The Bank further agrees that the NPL shall be the sole judge as to whether the Contractor has committed any breach of its contractual obligations or breach of any of the terms and conditions of the Bid Document / Contract/ LoA/ PO(s) as well as to the extent of loss, damages, costs, charges and expenses suffered or incurred or would be suffered or incurred by NPL on account thereof.

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

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

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

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

Notwithstanding anything to the contrary contained herein:

a) Our liability under this Guarantee [BG Number] shall not exceed INR _____ (INR (in words)_____ only).

b) This Bank Guarantee shall be valid up to [Expiry Date].

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before [Claim Date].

This Bank Guarantee will be operative in our Rajpura/Chandigarh branch. This Bank Guarantee is governed by the laws of India.

Dated this _____ day of _____ (Month, year) at _____ (place)

Witness:

Signature
Name
Office Address

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

Notes:

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

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

ANNEXURE XVIII: Contractor Safety Manual

Contractor Safety Manual - As attached

ANNEXURE XIX: Undertaking (to be submitted by traders)

(On the letterhead of the Bidder)

To,

SCM Head
Nabha Power Limited
P O Box 28, Near Village Nalash,
Rajpura-140401, Punjab, India.
Tel. No.: +91-1762-277267

Dear Sir,

Sub: Undertaking for supply of Material

I, _____, authorized representative of M/s. _____, having our registered office at _____ (Full Address), do hereby solemnly affirm and undertake the following on behalf of M/s. _____:

1. That M/s. _____, is engaged in the business of trading and supply of biomass pellets.
2. That M/s. _____, undertake to supply Material under Bid Document No. **NPL/Biomass Pellets/2024-25/089**, which shall only be sourced from the manufacturing facilities located in the state of Punjab or manufacturing facilities located within 250 km (by road) from NPL Plant.
3. That M/s. _____, undertake to provide all relevant documents regarding source, origin, and manufacturing of Material as and when required by NPL.
4. That if at any time the Material supplied is found to be in contravention of this undertaking, then NPL shall not be liable to make any payment for such Material consumed by NPL.
5. M/s. _____, understands and agree that NPL shall have a right to recover from M/s. _____ any amount paid against the Material supplied in contravention of this undertaking from any amount due from M/s. _____ or from CPS submitted by M/s. _____, if the payment is already made.
6. That in addition to the above, it is clearly understood and agreed that any supply in contravention of this undertaking, will be considered and treated as a material breach of the Contract and NPL shall be entitled to take any other action as per the provisions of the Bid Document.

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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1.0 INTRODUCTION/PURPOSE

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

2.0 SCOPE

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

3.0 DEFINITIONS

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

4.0 GENERAL RESPONSIBILITIES:

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



responsibilities in this regard.

5.0 SAFETY REQUIREMENTS:

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

6.0 WORKPLACE REQUIREMENTS:

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



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

7.0 SITE ACCESS

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

8.0 SAFETY PROGRAM

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

9.0 EMERGENCY RESPONSE AND EQUIPMENT

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

10.0 SPILLS AND INCIDENTAL RELEASES OF HAZARDOUS MATERIALS

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







immediately.

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









11.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)

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














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

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







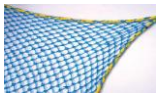





4	Ear muff	Leslico / Karam /3M Hard hat mounted 1450 ear muff- NRR 23 dB	
		Helmet attachable ear muff EP 23, NRR 27 dB, EN 352- 1; 2002	
5	safety spectacles (shaded/clear)	Karam / 3M™ Virtua™ / UVEX Protective Eyewear, 11326-00000-100 Clear Temples Clear Hard Coat Lens 100 ea/case 3M™ Virtua™ Protective Eyewear, 11327-00000-20 Gray Hard Coat Lens, Gray Temple 20 ea/case Karam/3M™ Virtua™ / UVEX Protective Eyewear, 11329-00000-20 Clear Anti-Fog Lens, Clear Temple 20 ea/case 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'	
6	Goggles (for chemical handling)	Karam make / UVEX/ 3M ES 009 clear, Confirms to EN 166:2001 Karam / UVEX / 3M 1621 safety goggles for splashes (can be worn over prescription lens). ANSI Z87.1-2003	
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	3M / Venus organic vapour/acid gas cartridge 6003,NIOSH approved 3M N95 particulate filter 5N 11, NIOSH approved	












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	     
15	Chemical protective clothing	Chemical protective clothing by Udyogi plastics / DuPont Tychem / Microgard / Microchem	
16	Electrical safety gloves	Sperian electrosafe (marketed by Suresafety) or Honeywell , Beige natural latex insulating glove.CE certified, EN 60903. Must be used with a leather underglove. Class 4:- Category AZC.Thickness: 3.4 mm. Handling of high voltage to 36 000 volts. Class 3:- Category RC.Thickness: 2.9 mm. High voltage to 26 500 volts Class 2:- Category RC.Thickness : 2.3 mm. High voltage to 17 000 volts Class 1:- Category RC.Thickness 1.5 mm maximal voltage of 7500 volts Class 0:- Category RC. Thickness 1 mm. up to 1,000 volts	
		Honeywell / 'Saviour' Electrex Model No.– ELECTREX-33, ERDA Approved-Tested as per IS: 4770, 1991 (marketed by Suresafety), Provides protection from 33 KV Test voltage Electrical operations	



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



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



		contact with sea water/ petroleum products. •Size : 80 X 37 X 10cms. Approved by the Mercantile Marine Department to SOLAS spec.	
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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