



**U. P. RAJYA VIDYUT UTPADAN NIGAM LTD.
ANPARA THERMAL POWER PROJECT
ANPARA-SONEBHADRA
TENDER DOCUMENT-WORKS
e-Tender No. N/ANP/B/OMC3/IMD2/6000011558_00**

Name of work: Servicing and O/H of C&I field equipment, Cutting and welding of various orifices, repair of pneumatic/ impulse lines, Sealing, Locking of various C&I panels boiler side during overhauling of unit 4, 2x500MW BTPS, Anpara.

GeM Portal Documents-Works

Tender notice no.	N/ANP/B/OMC3/IMD2/6000011558_00
Name of Work	Servicing and O/H of C&I field equipment, Cutting and welding of various orifices, repair of pneumatic/ impulse lines, Sealing, Locking of various C&I panels boiler side during overhauling of unit 4, 2x500MW BTPS, Anpara
The following documents are attached in this tender form: -	
1.	NIT/ ई- निविदा सूचना
2.	Prequalifying conditions of tender.
3.	Scope of work.
4.	Schedule of rates/Bill of Quantity.
5.	General terms & conditions of contract.
6.	Special terms & conditions of contract.
7.	Proforma of agreement for validity of offer (Annexure-I).
8.	Format for details of the contractor (Annexure-II).
9.	Format for clearance of Electricity/Residence dues (Annexure-III).
10.	Proforma for affidavit (Annexure-IV).
11.	Dispute Resolution Mechanism (Annexure-V).
12.	Form-A (General Conditions of contract for Supply of Plant and the Execution of works in UPRVUNL)

**OFFICE OF THE SUPERINTENDING ENGINEER
OPERATION & MAINTENANCE CIRCLE-III
2X500 M.W. ANPARA 'B' TPS
U.P. R.V.U.N.L. ANPARA, SONBHADRA (U.P.)
GeM Portal Tender Notice (NIT)**

01	Tender Notice No.	N/ANP/B/OMC3/IMD2/6000011558-00
02	Name of Work	Servicing and O/H of C&I field equipment, Cutting and welding of various orifices, repair of pneumatic/impulse lines, Sealing, Locking of various C&I panels boiler side during overhauling of unit 4, 2x500MW BTPS, Anapra
03	Estimated cost	Rs. 1666144.00 (Rs. Sixteen lakh sixty-six thousand one hundred fourty four only) + GST.
04	Period of contract	Work contract period is valid for 01 year from the date of issuing LOI, but the work has to be completed during O/H of Unit #4 Approximate 45 days. Intimation given by the engineer of contract to start the work.
05	Bid Documents Fee (Tender Cost)	Rs.1000.00 plus GST i.e. total Rs. 1180.00 shall be deposit in form of RTGS/NEFT in the Dy. Chief Account Officer, C.F.A. & B.O, 'B' T.P.S., Anpara Bank account no. 10722279192, IFSC code SBIN0006339, Bank: SBI, Anpara (eg.UTR No., account name & no., scanned copy of counter signed Pay in slip by the bidder) must be uploaded electronically along with other tender documents on e-tender portal.
06	Earnest Money Deposit	Rs. 33,325.00 (Thirty three Thousand three hundred twenty five Only) refundable, shall be deposit in form of RTGS/NEFT in the Dy. Chief Account Officer, C.F.A. & B.O, 'B' T.P.S., Anpara Bank account no. 10722279192, IFSC code SBIN0006339, Bank: SBI, Anpara (eg.UTR No., account name & no., scanned copy of counter signed Pay in slip by the bidder) must be uploaded electronically along with other tender documents on e-tender portal.
07	Document downloading/sale date starts:	28/05/2026 from 18:00 Hrs
08	Document download/ sale date ends:	22/06/2026 up to 18:00 Hrs
09	e-Bid submission start date & time:	28/05/2026 from 18:00 Hrs
10	e-Bid submission end date & time:	22/06/2026 up to 16:30 Hrs
11	Opening Date of Bid Part-I	22/06/2026 up to 17:00 Hrs
12	Opening Date of Bid Part-II	Shall be intimated later.

Note: Bank details for NEFT/RTGS are given in point no. 02 under PQC.

(Praveen Verma)
EXECUTIVE ENGINEER
C&IMD-II, BTPA ANPARA

(Alok Tripathi)
SUPERINTENDING ENGINEER
O&MC-III, 2X500 MW, 'B' TPS ANPARA

परिचालन एवं अनुरक्षण मण्डल- तृतीय
2x500 मेगावाट ब0ता0प0
अनपरा तापीय परियोजना, अनपरा, जिला-सोनभद्र; (उ0प्र0)
जेम पोर्टल-निविदा सूचना

1	निविदा सं0	N/ANP/B/OMC3/IMD2/6000011558_00
2	कार्य का नाम	2X500 मे0वा0 'ब' ताप विद्युत गृह की इकाइ सं0 4 की ओवरहॉलिंग के दौरान ब्यायलर के सी0 एण्ड आई0 उपकरणों एवं उनके ऑक्जीलरीज के फील्ड संयंत्र, ओरीफिश की कटिंग और वेल्डिंग, नुमेटिक्स इम्पल्स लाइन की रिपेयरिंग, पैनल की सीलिंग एंड लॉकिंग का कार्य।
3	कार्य का अनुमानित लागत	रु0 16,66,144.00 (रु0 सोलह लाख छियासठ हजार एक सौ चौवालीस मात्र) + जी0एस0टी0 अतिरिक्त
4	कार्यावधि	एल0ओ0आई0 जारी होने की तारीख से वर्क कॉन्ट्रैक्ट(कार्य अनुबंध) 1 साल के लिए वैध है, लेकिन कार्य ई0 संख्या 4 के ओवरहालिंग के दौरान लगभग 45 दिनों में पूरा करना होगा। कार्य शुरू करने की सूचना इंजीनियर ऑफ कॉन्ट्रैक्ट द्वारा दी जाएगी।
5	निविदा मूल्य	रु0 1180.00 (18.00 की दर से जी0एस0टी0 कर सहित) आर0टी0जी0एस0/एन0ई0एफ0टी0 के माध्यम से Dy. Chief Account Officer, C.F.A. & B.O, 'B' T.P.S., Anpara के खाते में देय होगा। जमा करने पर प्रमाण स्वरुप यू0टी0आर0 संख्या, खाता नाम एवं संख्या, स्व-हस्ताक्षरित पे-इन स्लिप अन्य निविदा प्रपत्रों के साथ अपलोड करना होगा।
6	धरोहर राशि	रु0 33325.00 (रु0तीस हजार तीन सौ पच्चीस मात्र) (रिफन्डेबल) आर0टी0जी0एस0/एन0ई0एफ0टी0 के माध्यम से Dy. Chief Account Officer, C.F.A. & B.O, 'B' T.P.S., Anpara के खाते में देय होगा। जमा करने पर प्रमाण स्वरुप यू0टी0आर0 संख्या, खाता नाम एवं संख्या, स्व-हस्ताक्षरित पे-इन स्लिप अन्य निविदा प्रपत्रों के साथ अपलोड करना होगा।
7	ई-निविदा डाउनलोड/विक्रय के प्रारम्भ की तिथि एवं समय	दि0 28/05/2026 सायं 18:00 बजे
8	ई-निविदा डाउनलोड/विक्रय के समाप्ति की तिथि एवं समय	दि0 22/06/2026 को 18:00 बजे तक
9	ई-निविदा जमा करने की प्रारम्भ तिथि एवं समय	दि0 28/05/2026 सायं 18:00 बजे
10	ई-निविदा जमा करने के समाप्ति की तिथि एवं समय	दि0 22/06/2026 को 16:30 बजे तक
11	निविदा का प्रथम भाग खुलने की तिथि एवं समय	दि0 22/06/2026 को 17:00 बजे
12	निविदा का द्वितीय भाग खुलने की तिथि एवं समय	बाद में सूचित किया जायेगा।

Note: Bank details for NEFT/RTGS are given in point no. 02 under PQC.

(प्रवीण वर्मा)
अधिशारी अभियन्ता
निं0 एवं उप0 अनु0 खण्ड, द्वितीय 'ब' ता0प0
अनपरा, सोनभद्र- 231225 (उ0प्र0)

(अलोक त्रिपाठी)
अधीक्षण अभियन्ता
परि0एवं अनु0मं0-तृतीय, 2X500मे0वा0
अनपरा, सोनभद्र-231225 (उ0प्र0)

CHECK LIST OF DOCUMENTS SUBMITTED AGAINST PQC

PQC No. 05 Checklist Technical particulars with respect to any deviation form.

Sl. No. of PQC	PARTICULARS OF PQC DOCUMENT	SUBMITTED (YES/NO)	PAGE NO. (IF YES)
1.	Tender cost		
2.	Earnest money (Scanned copy with counter sign)		
3.	Agreement for validity of offer.		
4.	Valid photocopy of PAN card.		
5.	Technical particulars with respect to any deviation.		
6.	Copy of labor license/ registration.		
7.	Financial turnover of the firm during the last three year.		
8.	Copy of LOI/Agreement of the similar works executed.		
9.	Proprietorship declaration / Partnership deed/ Certificate of Registration and memorandum of Association.		
10.	Proof regarding group insurance of labor.		
11.	E.P.F. Registration Code No. and associated documents.		
12.	Copy of the annual return filed regarding payment of bonus (Form-C &D duly receipted)		
13.	Valid GST registration certificate with latest copy of filed return		
14.	Valid Character certificate		
15.	No dues certificate regarding house rent and electricity		
16.	Declaration on Non judicial Stamp paper of Rs.10/- in the prescribed Performa (Annexure-IV)		
17.	ESIC (Employees' State Insurance Corporation) registration documents for Firm.		
18.	Valid A class electrical license.		

This to certify that entire PQC document submitted as per above detail are duly attested by self with dated signature and seal. The details given herein are correct to the best of my knowledge and belief. We shall be solely responsible for any mistake, wrong information, forgery of any document etc. I, hereby also certify that I am duly authorized by my firm/ company to submit and sign the tender and the enclosed documents.

Signature with seal of Tender/authorized Signatory

Name of the Tender/ authorized Signatory:

Date:

PRE-QUALIFYING CONDITIONS OF TENDER

The price bid of only those firms shall be opened who shall fulfill the following prequalifying conditions:
The tenderers are requested to submit the following documents in support of the same in Part-I of the tenders, failing which Part-II (Price bid) of the tender may not be opened. No document regarding the pre-qualifying conditions shall be accepted from the tenderer after the opening of tender bid (Part-I).

- 1. Tender Cost (Bid documents fee)** of Rs. 1000.00 plus GST i.e., total **Rs. 1180.00** shall be deposit in form of RTGS/NEFT in the Dy. Chief Account Officer, C.F.A. & B.O, 'B' T.P.S., Anpara Bank account no. 10722279192, IFSC code SBIN0006339, Bank: SBI, Anpara (eg.UTR No., account name & no., scanned copy of counter signed Pay in slip by the bidder) must be uploaded electronically along with other tender documents on e-tender portal.
- 2. Earnest money deposit (EMD) of Rs. 33,325.00 (Thirty three Thousand three hundred Only) refundable** shall be deposit in form of RTGS/NEFT or by using UPI ID: btpsanpara@sbi, in the Project/Nigam Bank account no. 10722279192, IFSC code SBIN0006339, Bank: SBI, Anpara (eg.UTR No., account name & no., scanned copy of counter signed Pay in slip by the bidder) must be uploaded electronically along with other tender documents on e-tender portal.

Details of SBI Bank Account	BTPS
Account Name	Dy. C.A.O. CFA & BO BTPS, Anpara
Type of Account	Current Account
Account No.	10722279192
IFSC Code	SBIN0006339
MICR Code	231002202
Name of Bank	State Bank of India
Name of Branch	Anpara
Branch Code No.	06339
UPI ID	btpsanpara@sbi

- 3. Validity Agreement:** The bidder must submit „Validity Agreement“ in Original on non-judicial stamp paper worth Rs. 100.00. The offer should be valid for a minimum **period of 04 (FOUR)** months from the actual date of opening of BID PART- I.
- 4. PAN:** Valid photocopy of PAN card
- 5. Technical particulars** with respect to any deviation from technical specifications, terms & conditions or any other details given in the tender specifications. The tenderer shall ensure the compliance to the scope of work and other technical requirements specified in the Technical Specifications. Bidder shall submit the Technical Compliance/ No Deviation Certificate.
- 6. Copy of Labor license/registration issued by DLC, Pipri, valid for work in Anpara Thermal Power Station**

OR

In case labour license issued by any other DLC/DLC pipri valid for work other than Anpara thermal power station is submitted then the firm shall submit the following undertaking on non-judicial stamp paper of Rs.10/- and shall comply with the same, in case LOI is issued in his favour:-*“We shall submit labour license issued by DLC Pipri, valid for Anpara thermal Power station within 30 days after issue of LOI, failing which issued LOI may be cancelled and penalty imposed by UPRVUNL shall be acceptable.”*

OR

If this condition is not applicable due to government notification against quantity of engaged labours, then firm shall submit the following undertaking on notarized affidavit that : -*“मेरी फर्म पचास (50) या इससे अधिक कार्मिकों को नियोजित नहीं करती है एवं पूर्ववर्ती बारह मासों के किसी भी दिन पचास (50) या इससे अधिक कार्मिकों को मेरी फर्म द्वारा नियोजित नहीं किया गया था | यदि उक्त कार्य के दौरान 50 या इससे अधिक कार्मिकों का नियोजन किया जाता है तो डी० एल० सी० पिपरी का लेबर लाइसेंस जमा किया जायेगा |”*

- 7. Financial Turnover:** Copy of Audited Annual Accounts for last 03 years and MAAT should be as below. MAAT (Minimum Average Annual Turnover) of bidder in the preceding 03 years (ending 31 March 2026) should be at least 30 % of Annualized Estimated Cost of this tender. Annual turnover should be Audited & certified by CA with valid UDIN No.

8. Copy of LOI / Agreement of the similar works executed in Coal based Power plant having unit size 200 MW or Above of any SEBs/ State GENCO/Central GENCO/PSU's/CPSUs/ Statutory body / Independent power producers (IPPs) to be considered as proof regarding experience of having successfully completed similar works during last 5 year ending last day of month previous to the month of opening of Tender Part-I, satisfying either of the following, :

I. Value of one such order should not be less than 80 % of the Annualized Estimated Cost of the tender.

OR

II. Value of two such orders should not be less than 50 % of the Annualized Estimated Cost of the tender.

OR

III. Value of three such orders should not be less than 40 % of the Annualized Estimated Cost of the tender.

Note:

- a) The bidder should submit the proof regarding work completion against submitted LOI/ orders.
- b) If any firm submits a single LOI/ Agreement/contract for a duration of more than one year, then the average value for one year of that agreement shall be taken for evaluation of experience of LOI.
- c) Third party work experience or sublet experience shall not be considered.

Similar work is defined as below: -

“Overhauling/Servicing/Operation & Maintenance of C&I field equipment of 200 MW or above capacity thermal plant”.

All entries in the documents submitted as evidence regarding the work experience must be clear and legible. If it is found that any attempt has been made to mutilate/hide the facts in these documents, the tender bid Part-II of the firm shall not be opened.

9. **Proprietorship declaration/Partnership deed:** Proprietorship declaration/Partnership deed/Certificate of Registration and Memorandum of Association (in case of registered companies).

10. **Proof regarding group insurance of labors** Group Insurance (not less than Rs. 10.0 lac) of labours valid for Anpara. If group insurance issued is not valid for Anpara TPS then tenderer has to submit following undertaking on notarized non-judicial stamp paper of Rs. 10/- and shall comply with the same, in case LOI is issued in his favour: -

“We shall submit latest deposit receipt of Group Insurance (not less than Rs. 10.0 lac) documents of the engaged labour/staff in your office before start of work, failing which LOI issued may be cancelled and any penalty imposed by UPRVUNL shall be acceptable”.

11. **E.P.F. Registration** Code No. duly issued by EPF office along with ECR.

12. **Payment of Bonus:** Copy of the annual return filed regarding payment of bonus (Form-C & D duly receipted) to their labors during the last calendar year. Documents should be duly stamped and seen by office of DLC.

13. **Goods & Service Tax (GST) Registration.** Submission of valid GST registration, with latest copy of return filed.

14. **Copy of character certificate:** Valid **character certificate** issued by SP/DM, Sonbhadra (UP) or home district of tenderer. In case bidders do not have the above character certificate, then they shall submit the following notarized affidavit on non-judicial stamp paper of Rs. 10/- and shall comply with the same, in case LOI is issued in his favour: -

“We have applied for character certificate shall submit the same within 01 month after issue of LOI, failing which LOI issued may be cancelled and any penalty imposed by UPRVUNL shall be acceptable”.

15. **No dues certificate** regarding house rent and electricity charges from civil/electricity divisions (ECMD-II, ECMD-IV and EMD-III) of Anpara TPS signed within the last ending quarter of the calendar year.

16. **No-Relation Certificate:** The bidder must submit Declaration on Non-Judicial Stamp Paper of Rs 10/.

17. **ESI registration.** The bidders have to submit proof regarding registration of contractors at Employees State Insurance Corporation (E.S.I.C.)

18. **Electrical License:** Valid class ‘A’ electrical license for UP is required. If an electrical license has been applied for renewal or issued by other states, then tenderer has to submit following undertaking on notarized non-judicial stamp paper of Rs. 10/- and shall comply with the same, in case LOI is issued in his favour: -

“We shall submit Valid Electrical license issued by UP Government within 30 days after issue of LOI, failing which LOI issued may be cancelled and the submitted earnest money will be forfeited”.

All entries in the documents submitted as evidences regarding the work experience must be clear and legible. If it is found that any attempt has been made to mutilate/hide the facts in these documents, the tender bid Part-II of the firm shall not be opened.

EXECUTIVE ENGINEER
C&IMD-II, BTPA ANPARA

SUPERINTENDING ENGINEER
O&MC-III, 2X500 MW, 'B' TPS ANPARA

SCOPE OF WORK

1. Work to be done under Servicing and Overhauling of C&I field equipments Boiler side, mentioned in BOQ at serial no. 10 to 470.

1. Electrical Actuators:

Safely removal of electrical actuators from valves / dampers, dismantling, complete overhauling / servicing, re-assembling and re installation of the different make and various models of electrical actuators including limit switches and feedback cards of various services, of the actuators installed at Boiler side.

Position feedback transmitter in Electrical Actuators.

- a) They are mounted at different locations in Boiler.
- b) Removal from site by dismantling their RVDT/LVDT, link rods, motor connector, electrical connection etc.
- c) Dismantling, cleaning, checking of spare parts, replacement of defective/missing parts and assembling of it.
- d) Re-installation and recalibration at site by moving the Actuator/power cylinder.

Limit Switch Electrical Actuators.

- a) Electrical disconnection.
- b) Remove dust to make free movement of limit switch.
- c) Clean contacts with CRC, testing of micro switch & contacts.
- d) Re installation and wire tightening at terminals.
- e) Adjustment of limit switches at their set valve.

2. Pneumatic Actuators

SADC Power Cylinder.

- a) Dismantling at site by disconnecting their input & output air tubing.
- b) Cleaning, checking, servicing of spare parts.
- c) Replacement of defective/damaged/missing parts/ Replacement of seal kit.
- d) Calibration of power cylinder by giving input signal air and main air.
- e) Re-installation and re-commissioning at site and testing from control room for
- f) Proper operation.

Electro-pneumatic converter.

- a) They are mounted at different locations in Boiler.
- b) Removal from site by dismantling their Input & output air tubing & electrical.
- c) Connection and bring them to C&I lab.
- d) Dismantling, cleaning, and checking of spare parts, replacement of defective/missing parts, clear the choking of nozzles. Setting of springs, O' rings etc. and assembling of E/P converter to be done in lab.
- e) Cleaning of process connection copper or SS tubes
- f) Calibration by giving current input and checking the signal air output for their proper set valves.
- g) Re-installation & Re-commissioning at site.

Bailey makes MBFP scoop tube.

- a) Purgung MBFP scoop tube impulse air lines for water droplets.

- b) Servicing electrical to pneumatic converter.
 - c) Setting of limit switches for scoop tube operation within the permit able range.
 - d) Calibration of scoop tube
- 3. Various Power cylinders except mill outlet gate**
- a) They are mounted at different locations in boiler area.
 - b) Dismantling at site by disconnecting their input and output air tubing's.
 - c) Cleaning, checking, servicing of spare parts, replacement of defective /missing parts or installation of new seal kits and assembling.
 - d) Cleaning of process connection copper or SS tubes
 - e) Checking for proper operation.
 - f) Re-installation and re-commissioning.
- 4. Solenoid valves:**
- a) Electrical disconnection, Removal from site and storage in lab.
 - b) Dismantling, cleaning, servicing, and checking of mechanical parts of the valves.
 - c) replacement of seal kit.
 - d) Testing of the healthiness of the coils by measuring the resistance of the coil.
 - e) Cleaning of process connection copper or SS tubes
 - f) Reassembling and checking the operation of the solenoid valves.
 - g) Reinstallation and re-commissioning at site.
- 5. Air Filter cum Pressure Regulator/Air lock device:**
- a) They are mounted at different locations in Boiler.
 - b) Removal from site by dismantling their Input & output air tubing.
 - c) Dismantling cleaning of all parts, checking of spare part, replacement of
 - d) Defective/missing parts, clear the choking of filter etc. assembling of it.
 - e) Setting of required air pressure by giving the Input air.
 - f) Re-installation & Re-commissioning at site.
- 6. HEA Exciter and Spark Rod/Flexible cable/Spark Tip:**
- a) Dismantling of HEA exciter from firing floor site and storage in lab.
 - b) Re-installation, Re-commissioning at site
- 7. Flame Scanner:**
- a) Dismantling scanners from guide pipes at site and storage in lab.
 - b) Re-installation of flame scanner at site.
- 8. SS tube/Copper tube/Fittings/Cable/Junction Boxes:**
- c) SS tube/copper tube to be cleaned from the inner side by giving compressed air.
 - d) If there is any air leakage from any pipe, then replace it.
 - e) Cleaning of fittings, replacement if thread is missing or air leakage from it.
 - f) Checking cables from control desk to control panel and control panel to site by megger.
 - g) Cleaning of junction boxes/terminal boxes.
 - h) Providing ferrules, lugs whichever missing/damage.
- 9. Furnace Pressure & PA Header Pressure switch/Differential Pressure switch:**
- a) Dismantling of pressure switch from site and storage in lab.
 - b) Cleaning, checking, and testing pressure switch.
 - c) Calibration of pressure switches at their set values.
 - d) Purging of Impulse line of pressure switches at site.
 - e) Re-installation at site and final testing through cable.
- 10. Flow and D.P. Transmitter/Pressure Transmitter:**
- a) Dismantling of transmitter from site and storage in lab.
 - b) Cleaning, checking, servicing of spare parts, replacement of defective /missing part.
 - c) Calibration of transmitters at their set ranges.
 - d) Checking impulse lines for any damage, Purging of impulse line of Transmitter at site.
 - e) Re-installation & final testing through cable and associated circuit.
- 11. VDDC:**
- a) Cleaning of contactor using CTC, checking, repair replacement of contactor coils and nuts.
 - b) Checking internal wiring and its re-commissioning.
- 12. O2 analyzers:**
- a) Removal of O2 probe and its electronic unit from site,

- b) Cleaning, checking, & recalibration of O2 probe & their electronic units.
- c) Cleaning of filters installed at O2 probe.
- d) Checking Electronic unit, zirconia cell and heater assembly.
- e) change any defective component if required.
- f) Re-installation and Calibration of O2 analyzers.

13. Load Cell of RC Bunkers:

- a) Removal of load cells from RC Bunkers.
- b) Calibration of load cells in lab.
- c) Cleaning of TB with CRC/Tightening of TB

14. RC Feeder Load Cell, no coal on belt and discharge pluggage flappers:

- a) Removal of load cells from RC feeders and Calibration of load cells in lab.
- b) Removal of coal on belt and discharge pluggage flappers from RC Feeders
- c) Checking of rod / replacement of rod if required
- d) Checking of flapper / replacement of flapper if required
- e) Checking of bearings / replacement of bearing if required
- f) Checking micro switch for contact
- g) Installation of coal on belt and discharge pluggage flappers from RC Feeders
- h) Adjustment of cam installed at micro switch for proper contact
- i) Cleaning of TB with CRC/Tightening of TB

15. Temperature gauge with electrical contact:

- a) These equipments are installed at Mills, ID Fan, FD Fan, PA Fan and APH sites.
- b) Electrical disconnection, removal from site and storage in C&I lab.
- c) Dismantling, cleaning, servicing, and checking of temperature gauge and their contacts for their healthiness.
- d) Recalibration of temperature gauges using standard gauge.
- e) Testing of changeover of electrical contact at alarm & trip set values.
- f) Reinstallation and re-commissioning at site.

16. Pressure Switch:

- a) Electrical disconnection, removal of switches from site and storage in C&I lab.
- b) Dismantling, cleaning, servicing of internal parts and testing of micro switch.
- c) Reassembling and recalibration of pressure switch using standard pressure
- d) Gauge for the changeover of electrical contacts at their set values.
- e) Reinstallation and re-commissioning at site.

17. Limit Switch:

- a) Electrical disconnection, removal from site and storage in C&I lab.
- b) Cleaning, checking, and testing micro switches & contacts.
- c) Re installation and wire tightening at terminals.
- d) Adjustment of limit switches at their set valve.

18. Level Switch:

- a) These switches are installed at Mills, CBD tanks, Ash handling and fuel oil station.
- b) Electrical disconnection, Removal from site and storage in C&I lab.
- c) Cleaning, checking, testing micro switches, contacts & floats and changeover of magnetic contacts.
- d) Replacement of flange gasket, Reinstallation and wire tightening at terminal

19. Pressure and temperature Gauge:

- a) They are mounted at different locations in boiler.
- b) Removal from site by dismantling their input & output air tubing and storage in C&I lab.
- c) Dismantling, cleaning, checking of spare parts, replacement of effective/missing parts, assembling of pressure gauge to be done in C&I lab.
- d) Calibration with the help of standard pressure gauge.
- e) Re-installation and re-commissioning at site.

20. Hydrastep:

- a) Removal of hydrastep electrode from sites
- b) Cleaning of terminal blocks with CRC
- c) Removal of electronic cards and cleaning of backplanes with CRC
- d) Re-install electrodes and card

21. Thermocouples and RTD:

- a) Dismantling, Checking, repairing of thermocouple and R.T.D. along with their compensating cables.
- b) Checking, repairing/replacement of thermocouple and R.T.D. transmitters/Recorders.
- c) Cleaning of TB with CRC/Tightening of TB

22. Thermo couple protectors:

- d) Checking thermocouple protectors are installed in various systems.
- e) Repairing/ replacement of thermocouple protectors.

23. Cable Glands:

Dismantling, Servicing, Replacement of all Glands installed at different Process transmitters (level, flow, DP, pressure, temperature), thermocouples, RTD, Actuators, various solenoids,

SCOPE OF WORK

2. Work to be done under Cutting and welding of various orifice, repair of pneumatic/ impulse lines, O2 analyzers protectors, flanges and fabrication of platform, repairing of C&I actuator motor's rotor and housing for boiler side, mentioned in BOQ at serial no. 480 to 580.

1. For Orifice plates of Total air/Inlet air flow measurement transmitters:

1. Checking of damaged/bend orifice plates.
2. If orifice plate is bend than remove plate from the duct, press to make it straight, then weld to reinstall.
3. If orifice plate is damaged and un-repairable then making arrangement for removal of damaged plate either by opening or cutting the duct as per site requirement.
4. Prepare new orifice plate with the specified dimension and then weld to reinstall.
5. Orifice plate should be fitted in such a manner that it should separate both low side and high side header openings.
6. Orifice plates should be fitted in such a manner that there should not be any gap between orifice plates and duct wall.
7. Entire area of orifice plate touching the duct is to weld.

2. For the platform at mill, I/L air flow header.

1. Make monkey ladders and platform to approach inlet air flow header.
2. Weld it to site to approach auxiliary.

3. O2 analyzers repair work

1. Trace eroded portion of the O2 analyzer protector.
2. Remove/patch/weld eroded portion as per job requirement.
3. If eroded portion is removed, cut and weld fresh piece on the protector. Keep all dimensions length and width same as of new protector.
4. Grind welded portions to make surface smooth.
5. If required, weld another steel protective plate on analyzer protector to protect from flue gas.

4. Replacement of flange in level transmitters.

1. Remove old/installed flange by cutting.
2. Make new flange (consider thickness, diameter and no of holes as per requirement.
3. Weld as per requirement with suitable electrode.
4. Grind welded portions to make surface smooth.

5. Cutting/welding and repairing of thermocouple protectors

1. Removal of thermocouple protector from the coal pipe
2. Repair protector as required by building material.
3. Repair/replacement of thermocouple protector pocket as per site requirement.

6. Removal of broken bolts from housing/flanges etc. as per site requirement.

1. Removal of broken nuts or bolts from the housing or flanges either by heating or welding.
2. Repair damaged thread by suitable tape and all required T&P to complete work in contractor scope.

7. Repairing of motor housing of Limitorque make actuators L120-190, L120-80, L120-120, L120-10

1. Collect motor housing from the site store.
2. Build housing material with similar electrode.
3. Machines and grind build up material to restore original dimensions.

4. Fit bearing and oil seals to check correct dimensions.
- 8. Repairing of motor rotors**
1. Collect damaged motor rotor from the site store.
 2. Remove damaged shaft from the rotor.
 3. Fix unfinished shaft to the rotor using hydraulic jack and unfinished shaft is in contractor scope.
 4. Machine the new shaft to restore dimensions of original shaft and provide matching key.
- 9. Repairing of Pneumatic lines.**
1. Collecting damaged pipes from site.
 2. Repairing/ brazing of pneumatic pipes as required.
 3. Ferrule making as required.
 4. Bending of pipe with proper tool as per site requirement.

SCOPE OF WORK

3. Repairing, Sealing, Locking of various C&I panels and service lettering of actuators boiler side mentioned in BOQ at serial no. 590 to 620.

1. The overhauling work of Field Panels includes the following jobs:

1. Checking of Panel condition at site.
2. Cleaning of Panel from in and outside.
3. Checking door locks.
4. Servicing / repair of door locks and handle, new locks / handle to be installed if damaged.
5. Removal of Dents from panels.
6. Sealing of any excess body holes.
7. Removal of rust from panels.
8. Body repair of panels (rusted worn out parts)
9. New rubber sealing of damaged panel-door seal.
10. Masking of panel name plates.
11. After repairing spray painting of panel surface with oil-based enamel paint (existing color).
12. Any other work and consumable items not mentioned but required to complete the job will be in firm scope.

2. The Lettering work of Field Actuators includes the following jobs:

1. Checking of Actuator and gearbox condition at site.
2. Shifting of actuator from site to another suitable place shall be arranged by the firm.
3. If it is not possible to remove the actuator from auxiliary and take it to a suitable place, then cleaning of actuator from outer side is to be done at site.
4. Cleaning of actuator and gearbox from outer side.
5. Cleaning the rusted portion of actuator.
6. Writing / lettering of actuator service on the body in proper visible format.
7. Transportation of the actuators and their return to the site after painting shall be arranged by the firm.
8. Any other work and consumable item not mentioned but required to complete the job will be in firm scope.

Bill of Quantity

S. N.	ERP code	Name of Equipments	Qty. to be serviced
Servicing and overhauling of Boiler side and its auxiliaries			
Light Electrical Actuators (control type and ON/OFF Type)			
10	8000058114	L-120-10/HB1, HB2, L-120-20/HB3, SMB-1/HB4, H5BC, Actuator gear box HB-1, HB-2, HB-3, HB-4, BA-1, SMB-00/BA1, SMC-3	97
20	8000058123	SMC-4	1
30	8000058113	11AZ/K-30G0A, K-30-F10E, 7AZ/60 G0A, COC drive reducer	25
Medium Electrical Actuators (control type and ON/OFF Type)			
40	8000058117	L-120-80, SMB-2, K-300-F14E, K-600G1/G2A	20
50	8000058118	Actuator gear box H5BC/H6BC	2
60	8000058136	K-150-F10E	8
70	8000058135	K-1000-G0A	1
Heavy Electrical Actuators (control type and ON/OFF Type)			

80	8000058116	L-120-190, RC Feeder motor with Reducer gear box	18
90	8000058121	SA-30.1F	2
100	8000058119	K-1000-F16E	3
110	8000058120	SA-100E	3
120	8000058122	SMB-3	1
Pneumatic Actuators (Control Type)			
130	8000058110	SADC Actuators with I/P Converter and associated field equipment.	68
140	8000058132	M-BFP scoop tube with associated field equipment	1
150	8000058137	Soot blower control valve with associated field equipment	1
Pneumatic Actuators (ON/OFF type)			
160	8000058125	Diaphragm Type shut off valves	15
170	8000058133	Mill outlet gate along with associated equipments	16
180	8000058072	PC pipe purge air damper, Oil Gun power cylinde along with associated equipments	40
190	8000058124	Cold Air shut off gate along with associated equipments	4
200	8000058134	Primary Air shut off gate along with associated equipments	4
210	8000058129	Igniter power cylinder, Keystone actuator, Pneumatically Operated valve actuator at oil elevation corner along with associated equipments	44
Hydraulic Actuators (Control Type)			
220	8000058111	Light Actuators	3
230	8000058112	Heavy Actuators	4
Process Instruments			
240	8000058109	0.4KV Switchgear Modules	250
250	8000058127	Flue Gas Oxygen Analyzers, Load Cell of RC Bunkers	8
260	8000058126	RC Feeder load cell, flapper for discharge pluggage and no coal on belt related jobs	16
270	8000058071	Checking and replacement of Thermocouples, RTD, Thermowell	100
280	8000058130	Level, flow, pressure, and temperature transmitters	100
290	8000058128	Process gauges and switches for flow, pressure, DP, Temperature	150
300	8000058131	Local controllers and different solenoids	120
Dismantling and installation for mech. work			
Light Electrical Actuators (control type)			
310	8000058076	L-120-10/HB1, HB2, L-120-20/HB3, SMB-1/HB4, H5BC, Actuator gear box HB-1, HB-2, HB-3, HB-4, BA-1, SMB-00/BA1, SMC-3	37
320	8000058107	SMC-4	2
330	8000058075	11AZ/K-30G0A, K-30-F10E,7AZ/60 G0A, COC drive reducer	27
Medium Electrical Actuators (control type)			
340	8000058102	L-120-80, SMB-2, K-300-F14E, K-600G1/G2A	12
350	8000058108	Actuator gear box H5BC/H6BC	4
360	8000058100	K-150-F10E	6
Heavy Electrical Actuators (control type)			
370	8000058101	L-120-190, RC Feeder motor with Reducer gear box	6
380	8000058106	SA-30.1F	4
390	8000058079	K-1000-F16E	3
400	8000058105	SA-100E	3
Pneumatic Actuators (ON/OFF type)			
410	8000058078	Diaphragm Type shut off valves	10
420	8000058103	Mill outlet gate along with associated equipments	16
430	8000058138	PC pipe purge air damper, Oil Gun power cylinde along with associated equipments	8
440	8000058077	Cold Air shut-off gates along with associated equipments	4
450	8000058104	Primary Air shut off gates along with associated equipments	4
460	8000058074	Igniter power cylinder, Keystone actuator, Pneumatically Operated valve actuator at oil elevation corner along with associated equipments	24
Process Instruments			
470	8000058073	Disconnection and re-installation of C&I connections of field instruments (Gauges/switches/RTD/Thermocouple) to facilitate the O/H work of Mechanical overhauling work on major equipments (Mills, IDF, PAF, FDF)	14
Cutting and welding of various orifices, repair of pneumatic/ impulse lines, O2 analyzers protectors, flanges and fabrication of platform, repairing of C&I actuator motor's rotor and housing			
480	8000058081	Orifice plates, for total air flow measurements installed in mills at boiler site of 2x500 MW BTPS Anapra	10
490	8000058080	Orifice plates, for I/L air flow measurements installed in mills at boiler site of 2x500 MW BTPS Anapra	8
500	8000058083	Platform and monkey ladder to approach purge air damper installed at corner no. 03 and 04 for attending problems at it.	10
510	8000058088	Repairing of motor housing of Limitoque make actuators L120-190, L120-80 ash handling rotary feeder motors	10
520	8000058089	Repairing of motor rotor of Limitoque make actuators L120-190 and L120-80 along with lock key (rotor shaft in the scope of contractor)	10

530	8000058069	O2 analyzer protector cutting and welding.	2
540	8000058064	Fabrication of flange for level transmitters	2
550	8000058063	Cutting/welding and repairing of thermocouple protectors	32
560	8000058084	Removal of broken bolts from housing/flanges etc as per site requirement	50
570	8000058070	Misc. work of cutting and welding as per site requirement	100
580	8000003634	Repairing / brazing, ferrule making of pneumatic pipes	50
Repairing, Sealing, Locking of various C&I panels and service lettering of actuators			
590	8000020356	Repair of field panel body	50
600	8000020357	Repair of field panel rubber sealing	100
610	8000047330	Repair of field panel door locks	75
620	8000049199	Lettering of boiler side field actuators	200

Note: -Mentioned quantities are tentative and may vary as per site requirement.

Note: All jobs are on the unit basis and work indent will be issued from time to time as per site requirement.

Rates quoted by the bidders must be without GST.

List of T&P and Consumables

S.N	T&P	Qty
1	Hand lamps	02 nos.
2	Torches	02 nos.
3	All types of Screwdrivers	02 nos.
4	Megger up to 1000V, Soldering tool.	01 no.
5	Allen key set	02 no.
6	Industrial grade Multi meters (0-3999 digit)	02 nos.
7	DE spanner, ring spanner, Box spanner set	02 set
8	Slide wrench of different sizes	02 set
9	AC/DC clamp meter	01 no.
10	LAN cable tester	01 no
11	LAN cramping tool	01 no.
12	Hot glue gun	01 no.
13	Teflon tape	as per site requirement
14	CRC	as per site requirement
15	PVC Tape	as per site requirement
16	Isopropyl	as per site requirement
17	Old clothes	as per site requirement
18	silicon Grease	as per site requirement
19	Bearing puller	as per site requirement
20	Portable Ammeter	as per site requirement
21	Air Blower	as per site requirement
22	Vacuum Cleaner	as per site requirement
23	Drill Machine and Concrete / Metal bits	as per site requirement
24	Safety Belts	as per site requirement
25	Helmets	as per site requirement
26	Ladders	as per site requirement
27	Slide wrench Sizes- 8", 10" & 12"	as per site requirement
28	Pipe wrench 10" & 20"	as per site requirement
29	Pliers (Nose, Combination & Cutting)	as per site requirement
30	Wire stripper	as per site requirement
31	Sharp Knife.	as per site requirement
32	Soldering Iron 20 & 35 Watt.	as per site requirement
33	Industrial grade Multi meters	as per site requirement
34	Fastening rope	as per site requirement
35	SS tube cutter	as per site requirement
36	Copper tube cutter	as per site requirement
37	Tube bender	as per site requirement
38	Chain blocks, hydraulic jack for lifting	as per site requirement
39	Welding machine	as per site requirement
40	Any other tools/consumables/tackles required as per site shall be firm's scope.	

GENERAL INSTRUCTION FOR BIDDERS:

- 1.1 In case the tenderer does not supply any of the required information in his tender, necessary loading may be made while evaluating the price of his offer without giving him any further opportunity to supply or clarify the same. Also that failure to comply with this requirement may result, to the rejection of the bid at the discretion of the purchaser.
- 1.2 The tenderer must quote FIRM PRICES only exclusive of Taxes on unit basis or otherwise as required and mentioned in bill of quantity / rate schedule of the tender. The tenderer has to quote their rate for all the items covered in the schedule of rate/ bill of quantity failing which the tender may be rejected at the discretion of UPRVUNL.
- 1.3 In case of ambiguous or contradictory terms/conditions mentioned in the tender, interpretations, as may be advantageous to the purchaser may be taken without any reference to the tenderer. In case of any conflict between the figures mentioned against quoted rate and corresponding amount in price bid, the tender shall be evaluated on the basis of quoted rate only.
- 1.4 Any action on the part of the tenderer to revise the prices and/or change the structure of price/prices at his own instance after opening of the tender will result in rejection of the tender and/or debarring the tenderer from participation in works of U.P. Rajya Vidyut Utpadan Nigam Ltd. for one year in the first instance.
- 1.5 In case the tenderer is prepared to offer any rebate or deduction in the price, the same should be clearly defined in the tender. The conditional discount shall not be considered.
2. **EARNEST MONEY:**
The earnest money will be returned to all except the successful tenderer. The earnest money of successful tenderer shall be retained and adjusted to work's security deposit.
3. **MODIFICATION PRIOR TO THE DATE OF TENDER OPENING:**
The undersigned reserves the right to revise or amend the specifications prior to the date notified for opening of the tender. Such revision or amendment, if any, will be communicated to the tenderers as amendment to this invitation to the tenders through publication & UPRVUNL's website.
4. **TIME OF COMPLETION:**
The agreement for the above works will be executed initially for 12 months and can be extended for a period of 03 months or more as per requirement on the same rates, terms & conditions.
5. **AWARD OF CONTRACT:**
The undersigned does not pledge to accept the lowest or any tender and reserves the right to accept/reject any tender without assigning any reason thereof. No tender should be deemed to have been accepted unless such acceptance is notified in writing to the tenderer by the UPRVUNL.
6. **CONTRACT AND AGREEMENT:**
The successful contractor shall execute an agreement with U.P. Rajya Vidyut Utpadan Nigam Ltd. on standard form of agreement duly completed with the conditions of contract specifications and schedules referred to therein annexed.
7. **VALIDITY PERIOD OF THE TENDER:**
The tender, shall remain valid for four (04) months from the date of opening of the tender. The tenderer shall not withdraw his offer during the validity period. The tenderer shall enclose an agreement in this respect on the proforma enclosed with this document on Rs. 100/- Non Judicial stamp paper duly affixed with Rs. 1.00 revenue stamp.
8. **DEVIATION:**
In general, no deviation from the tender specification is acceptable to UPRVUNL and tenderers are advised to adhere to all clauses of the tender specification and general conditions of contract to facilitate finalization of contract. However, deviation taken if any by the tenderer from the tender specification may be loaded on quoted price as per the discretion of UPRVUNL. Conditional tender bid shall be summarily rejected.
9. **CANVASSING:**
No tenderer shall canvass any Nigam official or the Engineer with respect to his own or other tender. Contravention of this condition will result in rejection of the tender. This clause shall not be deemed to prevent the tenderer from supplying to the Engineer any further information asked by the Engineer of contract.
10. **Contractor shall have to ensure the payment of wages to their labour as per government's latest order in accordance with the Contract Labour Act 1975 and minimum wages prevalent as per govt. rules from time to time. In no way payment from UPRVUNL shall be linked with payment to the labour.**
11. The Tenderer shall have no right to issue addendum to his tender bid to clarify, amend, supplement or delete any of the conditions, clause or items stated therein.

12. The successful bidder shall submit the attendance of his employees in prescribed Form-12 along with the monthly running bills/final bills regularly.
13. In case past performance of any firm has been found unsatisfactory in any of the division of Anpara Thermal Power Project/other Power Station of UPRVUNL / any organization, price bid of that firm will not be opened.

NOTE: -

- i. *If at any stage during finalization of tender / execution of order, any documents, submitted by any bidder in his bid in support of Pre-qualifying Conditions, is found to be forged / false, his bid is liable to be rejected , purchase order cancelled, EMD / Security deposit forfeited and any other departmental action as deemed fit be initiated. For this purpose the bidder shall have to produce original documents, if, required, before opening of bid Part-II or afterward.*

EXECUTIVE ENGINEER
C&IMD-II, BTPA ANPARA

SUPERINTENDING ENGINEER
O&MC-III, 2X500 MW, 'B' TPS ANPARA

GENERAL TERMS AND CONDITIONS

1. T&P and consumables:

- a. All the T&Ps including welding machine, cutting gas arrangement, grease guns etc. and consumables such as industrial gas, welding electrodes, cotton waste, jute, petrol, kerosene etc. for doing the works shall be arranged by the contractor at his own cost.
- b. The consumables e.g., bolts, nuts, gaskets, oil, grease, oil seals, packing, bearing etc., if required to maintain the equipment and put it into operation, will be supplied by the department free of cost.
- c. Special T&P and special welding electrodes shall be supplied by the department free of cost for doing the work.
- d. Hand lamps, torches, scaffolding materials, lifting devices etc., for attending the faults shall be arranged by the contractor at his own cost.
- e. The steel required for attending the fault will be supplied by the department free of cost.
- f. Permanently installed cranes shall be given whenever available free of cost. However, the contractor will have to arrange alternative in case of non-availability of these hoists at their own cost.
- g. T & P slings etc. to be issued / used by the contractor should be healthy and should have valid test certificates.

2. Spare parts: -

- a. All spare parts required for overhauling work shall be supplied to the contractor by the department, free of cost at their stores and the Transportation of same from UPRVUNL stores to work site shall be the responsibility of contractor.
- b. Contractor shall replace spares only after satisfying the Engineer of the contract or his authorized representative not below the rank of Assistant Engineer. All out efforts shall first be made to repair the primary or secondary instruments or relevant circuitry by the contractor or his staff.
- c. The contractor has to deposit the defective spares/ equipment's drawn from plant in the stores of UPRVUNL under intimation to Engineer of the contract / his authorized representative.
- d. For the fabricated spare (like pinion shaft, gears etc.) any minor work like filing, cutting, punching etc. for its fitment shall be done by the contractor.

3. Electricity, Water & Air supply: -

- a. The electricity power near the job location at fixed point for the welding machine and for arrangement of light at the place for work will be supplied by the department free of cost at one point. If required further extension distribution shall be carried out by the contractor at his own cost.
- b. Water near the job location at fixed points will be provided by the department free of cost. If required further distribution shall be carried out by the contractor at his own cost.
- c. Service air near the job location at fixed points will be provided by the department free of cost. If required further extension/ distribution shall be carried out by the contractor at their own cost.

4. Transportation:-

The contractor has to make his own arrangement for the shifting of materials T&Ps etc. from his site/Nigam's site store to the site of work, Also, the balance material, the scrap material or defective material will have to be returned to the Nigam's site store by the Contractor. The contractor shall carry out the same at his own cost.

5. Cleaning:-

If for attending the fault cleaning of the places is required, contractor has to make own arrangement for the same at their own. After attending the fault, space has to be cleaned by the contractor at no extra cost. Contractor is responsible for keeping the work site clean during the work.

6. Deployment of manpower:-

- a. As nature of work is “Overhauling”. The contractor and their staff may be required to carry out the work round the clock if required along with Sunday, National Holidays, and other Gazetted/ Non-Gazetted Holidays also as per site requirement and UPRVUNL shall pay no extra amount on this account.
- b. **Adequate and necessary trained technical staff** shall be posted by the contractor to carry out the Overhauling work of the system covered under the scope of work, to avoid any delay. The contractor shall ensure the availability of their **Engineer In charge round the clock at Anpara** within the Project & nearby colony area for this purpose.
- c. **Additional staff must be deployed if required for carrying out Overhauling jobs** of the C&I equipments/ covered under the scope of work as per direction of the Engineer In-charge or his authorized representative free of cost.
- d. The staff/ officers posted by the experienced, to carryout different Servicing and Overhauling jobs under the scope of work should be **technically qualified, experienced** and conversant with the Overhauling work, so that they may understand the importance of Overhauling of 500 MW C&I equipment and should be capable of handling and execution of job tactfully at speed by keeping the down time bare minimum without any damage/ loss to equipments and machines and to UPRVUNL in general.

7. Completion of work:

The work must start from the date of start of overhauling unit 4 and must be completed within 45 days period of overhauling. The agreement for the above works will be executed initially for 12 months and can be enhanced to maximum period of 03 months or more as per requirement on the same rates, terms & conditions.

8. Mobilization for the work: -

- a. The work permit to carry-out the Overhauling job as assigned shall be taken by authorized representative of UPRVUNL.
- b. Work shall be carried out by the firm after issuing job slip/ work permit/ instruction of Engineer In-charge. He shall specify the completion period of work on the basis of severity of the problem.
- c. General/shift maintenance engineer of C&I wing of the rank of Assistant Engineer/Junior Engineer shall be coordinating officers for various types of C&I Overhauling works being carried out by contractor in shift duties in the interest of plant.
- d. The contractor shall carryout if asked by the Engineer, any item of work though not covered by the schedule of item of contract without any extra cost.

9. If the date of overhauling unit no. 5 comes before O/H of unit 4 then this work is to be done in unit no 5 as per same terms and conditions

10. Award of Contract: -

- a. The purchaser does not pledge to accept the lowest or any tender and reserves the right to accept the whole or any part of any tender as he may think fit without assigning any reason thereof, No tender should be deemed to have been accepted unless such acceptance is notified in writing to the tenderer by the purchaser.
- b. Contract shall be awarded to overall L-1 bidder.

11. Sub-letting of the contract: -

The contractor shall not, without the consent in writing of the Engineer of the contract or purchaser, which shall not be unreasonable with-held, assign or sub-let his contract, or any substantial part thereof, other than for raw material, for minor details or for any part of the work of which the makers are named in the contract provided that any such consent shall not relieve, the contractor from any obligation duty or responsibility under contract.

12. Accommodation/camp: -

- a. UPRVUNL may provide non-air-conditioned office accommodation to the contractor, inside premises of BTPS, Anpara for their use as site office and Laboratory etc. with proper light connections free of cost on availability.
- b. Conveyance facility of any type shall not be provided by UPRVUNL to the contractor or its employees. They will have to make their own arrangement of Transportation to reach site in time.
- c. UPRVUNL may provide suitable residential accommodation to Contractor, its officers & employees on chargeable basis if available, the electricity and water charges will be extra as applicable as per rules of UPRVUNL.

13. Labour/factory/wages to labour: -

- a. Only adult workers shall be engaged by the contractor as per labour laws, ensure minimum wages and bonus to his worker or worker of his pretty contractor and submit necessary document in proof of minimum wages to this office on monthly basis, failing which the contract may be terminated without

any notice and security may be forfeited As per the factory act/Labour act, contractor has to register his labour in Labour office and is required to arrange the insurance of the labour as per act because labors may have to work on the running equipments. The contractor has to follow all the terms and conditions of Labour rules and factory rules.

- b. Contractor has to pay the wages to his labour as per Labour act & minimum wages act. The Contractor is primarily responsible for timely and correct payment of wages to the worker employed by him for each wage period. The Nigam shall be fully indemnified against any claims or demands arising out of any sort of payment, disputes reference or award. Any delay in making payments of any running bill of the work shall not absolve the contractor of his responsibility of making payment to contract labour. The Contractor shall submit a copy of the wage sheet as per Labour (Regulation and abolition) Act, 1970 duly signed and certified to the Nigam for inspection of the Labour Enforcement Authority, whenever required.
- c. UPRVUNL does not bind itself for any liability as principal employer regarding absorption of any labour arising out of continuous employment of labour by the contractor. The contractor shall engage his employee, labour in such a way that no such liability arises on account of his award of this agreement, or any other agreement entered in the ATP by any division / Circle as it is only job contract. In case of any violation of this contract the recovery from the contractor shall be made not only from this contract but also from other assets of the contractor / firm(s) Associate Firm. The contractor shall follow all the labour laws under Labour/ Factory Act.
- d. Contractor will abide by all rules as laid down in contract labour Act (Vinimayan Evam Unmulan)-1970 and U P Contract Labour Act-1970; otherwise, any action against him by the main employer, i.e., UPRVUNL shall be acceptable to him.

14. Damages due to negligence:

- a. In the event of any damage occurring to any work, property of Nigam or any person due to negligence on the part of the contractor or his labour, the contractor shall be solely responsible and must reconstruct, repair and make good any such damage at his own expense to the full satisfaction of the Engineer of contract.
- b. Cost of such damages up to 03 times of the cost of equipment/instrument shall be decided by Engineer of Contract and shall be deducted from the Contractor bill.
- c. No claim shall be entertained for idle labour due to strike, lock out etc. beyond the control of Nigam.

15. Contractor to follow security rules of purchaser: -

- a. The contractor shall strictly abide by the rules and regulations of security enforced by the UPRVUNL. The contractor shall provide proper identity cards, badges etc. to his employees whenever directed by the Engineer of Contract.
- b. The contractor shall arrange insurance to their workers engaged of the job. Contractor will be full responsible for damage of life partially or totally in respect its employees engaged on the job covered under the scope of this contract, in case of any miss happening, the contractor shall be fully responsible to pay compensation to their staff/ officers as per applicable rules and laws in the district of Sonebhadra.
- c. The contractor shall arrange insurance of their workers engaged on the job. In case of any mis-happening, the contractor shall be responsible to pay compensation to his staff as per applicable rules/ law. As per order 905/औ०सं०/उनिलि/2017-3(24)/औ०सं०/2017 and OM no 355/औ०सं०/उनिलि/2025-10/औ०सं०/2022 dt 20/03/2025 in case of accidental death of the firm's employee, the contracting engineer can approve a fund of rupees 10 lakhs to the victim's family. The contractor has to pay back the sum of rupees 10 lakh to the contracting circle within 120 days of insurance claim. Failing to which UPRVUN Ltd. shall recover the same from the running payment bill of the contractor.
- d. The contractor will submit all the details about the labour prior to engagement for the said work to the Engineer of Contract for the security purposes.
- e. The contractor shall be fully responsible for the character antecedents and conduct of their staff and shall be ready for their character verification, if so desired. In case of any misconduct of contractor's employee under the definition of the contract or his authorized representative to remove the worker from work place and take disciplinary actions.
- f. The Engineer of contract reserves the right to debar any labour or person or the contractor from entry to the power station due to security reasons and Engineer is not bound to clarify the reasons to anybody for debarring such labours.

16. Noncompletion of work & penalty: -

- a. In case contractor or his representative at site does not carry out the work as per requirement of the plant/ system, UPRVUNL shall get the job completed through some other agency on debit-able basis (actual expenses including supervision charges) and all expenses so incurred together with penalty charges @ 15% (debit-able bill amount) shall be deducted from bill of contractor.

b. PENALTY CLAUSE

Rs.200.00 for each occasion on unsafe working

Rs.200.00 per day as not providing persona safety gadgets per person.

Rs.500.00 per day if the site is not cleared of scrap on daily basis.

Rs. 1000.00 per occasion for insufficient and poor quality of tools & tackles.

- c. In case contractor does not complete work within the specified period of time as per bar/Pert chart (Bar/Pert chart will be provided before start of Overhauling). Penalty@1% per day of the delayed jobs shall be imposed and will be deducted from total bill of the contractor as per given rates.
- d. If the work is found unsatisfactory, contractor has to rectify/correct the shortcoming to the full satisfaction of Engineer of In-charge otherwise suitable penalty as per the decision of Engineer of Contract will be deducted from the bill of the contractor. The penalty shall however be restricted to the maximum 10% of total bill of the contractor.

17. Submission of bills:

- a. The contractor shall furnish actual work done during overhauling on DPR basis duly countersigned by the concerned UPRVUNL Engineer of C&I wing to Engineer In-charge of the contract and a copy of same shall be submitted along with overhauling bill for payment. Payment shall be made on the actual work done by the contractor.
- b. The contractor shall submit overhauling bill in triplicate in the forms approved by the Engineer of Contract/Nigam supported with the labour payment wage sheet of the said period of the work of the bill. No bill without the paid wage sheet for the subsequent period of work will be accepted for the payment. Bill shall be submitted by the contractor after completion of contract period/expiry of job in case contract is terminated earlier due to any reason whatsoever.
- c. The contractor has to ensure bonus payment, EPF deductions etc. in respect of their labour engaged to carry out the work timely and in line with the prevailing labour laws. The bill of the firm shall be processed only when the contractor submits the documentary evidence to this effect.

18. Payment Terms:

- a. 90% payment shall be made to the contractor against Overhauling fund after deducting 10% security from the bill submitted by the contractor duly verified by the Engineer In-charge on the basis of work carried out by the contractor during overhauling after deducting penalty, if any, imposed as per Clause No. 16. The Engineer of contract shall decide the penalty, if deducted.
- b. 10% of bill amount shall be deducted as security money, which will be released after successful completion of guarantee period of the contract. If the contractor fails to perform or complete the work successfully / work is discontinued due to poor performance within this period, security amount so deducted will be forfeited. Guarantee period shall be 03 months after completion of overhauling works.
- c. GST shall be paid extra as applicable rates.
- d. Payments by UPRVUNL to the firm shall however not be linked in any way with regard to the payment of wages to their staff.

19. Income tax: Income tax shall be deducted as per applicable rule.

20. Executive Engineer of division C&I-II for O&M, Circle III, BTPS Anpara shall be the Engineer of the contract.

21. In case of any dispute the decision of Superintending Engineer, Operation and Maintenance Circle-III, BTPS, Anpara shall be final binding on both the parties.

22. Court of Jurisdiction: For legal disputes the court of jurisdiction shall be the district court of Sonbhadra and Hon'ble High Court of Allahabad.

23. These special terms and conditions of contract shall be read with the general terms and conditions of contract (Works) of UPRVUNL i.e. form – A which shall be binding for both the parties.

SPECIAL TERMS AND CONDITIONS

1. The work is to be carried out as per scope of work during overhauling period of unit#4. The firm will be informed about the schedule of overhauling. The work must be started from the date of start of overhauling and must be completed one week before the period of overhauling.
2. Site accommodation/ residence /conveyance shall not be provided to the contractor by the department against the contract.
3. All the work shall be performed as per standard norms and practically approved by the Engineer of contract.
4. The unit rate offered by the contractor shall include the cost of T&Ps, materials as specified in scope of work, consumables etc required for carrying out the work, labour charges etc.

5. Either party can terminate the contract after giving one-month notice. In case notice is given by the contractor or by the UPRVUN Ltd. due to non-compliance of the provisions of the contract by the contractor, the amount of security shall be forfeited.
6. The work has to be completed week before the period of overhauling of unit #4.
7. Tender will be decided on basis of standard or level of specification of the firm i.e., on quality and not merely based on lowest bidder. Other things being equal lowest bidder will be preferred. Rates may be negotiated by UPRVUN Ltd. if required.
8. In case of any dispute SE, O&MC-III, BTPS, Anpara shall be the sole arbitrator & his decision shall be final and binding on both the parties, otherwise Court of Sonbhadra will be the jurisdiction for a suit.

कार्य अनुबन्धित होने के पश्चात् :-

- (i) संविदाकार अपने द्वारा नियोजित श्रमिकों की अपने मूल्य पर की गयी दुर्घटना बीमा से सम्बन्धित अभिलेख, अभियन्ता को प्रस्तुत करेंगे तदोपरान्त कार्य सम्पादन के लिए संविदा श्रमिकों के गेट पास बनाने की संस्तुति की जायेगी ।
- (ii) संविदाकार अपने नियोजित संविदा श्रमिकों/कार्मिकों की न्यूनतम मजदूरी का भुगतान प्रत्येक माह चेक द्वारा ही करेंगे । चेक द्वारा भुगतान न करने की दशा में निगम द्वारा अनुबन्ध समाप्त किया जा सकता है जिसके लिए संविदाकार स्वयं उत्तरदायी होगा । यदि संविदाकार द्वारा नियोजित संविदा श्रमिकों द्वारा न्यूनतम मजदूरी भुगतान न किये जाने की लिखित शिकायत प्राप्त होती है तो उन संविदा श्रमिक/श्रमिकों को संविदाकार द्वारा कम भुगतान की गयी राशि को संविदाकार के बीजक से काटकर उप श्रमायुक्त, पिपरी के पास श्रमिकों को भुगतान किये जानेहेतु जमा कर दिया जायेगा ।
- (iii) संविदाकार अपने नियोजित संविदा श्रमिकों/कार्मिकों की मजदूरी से उसके मजदूरी की 12 प्रतिशत धनराशि ई0 पी0 एफ0 कटौती के मद में कार्मिकों के अंशदान के रूपमें तथा 13.61 प्रतिशत धनराशि नियोक्ता (संविदाकार) के अंशदान के रूप में स्वयं के धन से अनिवार्य रूप से कटौती कर दोनों अंशदान की धनराशि (12+13.61=25.61 प्रतिशत) चालान के माध्यम से सहायक कर्मचारी भविष्य निधि आयुक्त, क्षेत्रीय कार्यालय, वाराणसी के पक्ष में जमा करेगा । तदोपरान्त ही बीजकों को पास किया जायेगा ।
- (iv) संविदाकार को अन्तिम भुगतान व धरोहर धनराशि का भुगतान तभी किया जायेगा जब वह उप श्रमायुक्त कार्यालय, पिपरी व सहायक कर्मचारी भविष्य निधि आयुक्त, क्षेत्रीय कार्यालय वाराणसी से इस आषय का प्रमाण-पत्र लिखवा कर लायेंगे कि सम्बन्धित संविदाकार के विरुद्ध न ही किसी प्रकार का कोई बकाया देय है और न ही कोई वाद उनके कार्यालय/न्यायालय में लम्बित है ।
- (v) संविदाकार संविदा श्रम (विनियम एवं उत्पादन) अधिनियम 1970 व सपटित उ0 प्र0 संविदा श्रम (विनियम एवं उत्पादन) नियमावली 1975 के विभिन्न प्राविधानों के अनुपालन में निम्न अनिवार्य कार्यवाही भी अवष्य सुनिश्चित करेंगे :-
 - क. वयस्क संविदा श्रमिकों का रजिस्टर प्रपत्र-12 प्रस्तुत करेंगे ।
 - ख. संविदाकार अपने नियोजित कार्मिकों की एक पंजिका अवष्य बनायेंगे जिसमें प्रत्येक का पूर्ण अद्यतन विवरण अलग-अलग पृष्ठों पर प्रपत्र-13 के प्रारूप में अवष्य भरकर रखेंगे ।
 - ग. कार्मिकों के सेवायोजन कार्ड प्रपत्र-14 के प्रारूप में बना कर कार्मिकों को देंगे । उक्त कार्ड की एक प्रति वे खण्ड के अधिषासी अभियन्ता, कारखाना प्रबन्धक व कल्याण अधिकारी को अवष्य उपलब्ध करायेंगे ।
 - घ. संविदा श्रमिकों के नामिनी का प्रमाण-पत्र, प्रपत्र-16 पूर्ण रूप से भरवा कर देंगे ।
 - ङ. संविदा श्रमिकों के मजदूरी का भुगतान प्रपत्र-17 पर ही करेंगे ।
 - च. मजदूरी पर्ची प्रपत्र-19 के प्रारूप में बना कर प्रत्येक कार्मिक को मजदूरी भुगतान करने के दो दिन पूर्व अवष्य देंगे ।
 - छ. प्रत्येक संविदाकार वर्ष के 30 जून व 31 दिसम्बर के पूर्व अपने फर्म का अलग-अलग अधिवार्षिक रिपोर्ट प्रपत्र-24 के प्रारूप में कार्यालय उप श्रमायुक्त, मिर्जापुर क्षेत्र, पिपरी, सोनभद्र को तथा एक प्रति कारखाना प्रबन्धक व कल्याण अधिकारी, अनपरा तापीय परियोजना, अनपरा को अवष्य प्रेषित करेंगे ताकि प्रधान नियोजक द्वारा भी वार्षिक रिपोर्ट निर्धारित तिथि 15 जनवरी के पूर्व उक्त कार्यालय को प्रेषित की जा सके ।
- (vi) कार्य अनुबन्धित किये जाने के पश्चात् यदि संज्ञान में आता है कि संविदाकार द्वारा फर्जी प्रपत्र प्रस्तुत कर ठेका प्राप्त किया गया है अथवा सम्बन्धित ठेकेदार के सम्बन्ध में यह जानकारी प्राप्त होती है कि वह माफिया गतिविधियों में लिप्त है अथवा यह जानकारी प्राप्त होती है कि सम्बन्धित ठेकेदार द्वारा सम्बन्धित निविदाकारों को धमकी दी गयी या निविदा प्रक्रिया में भाग लेने से रोका गया तो ऐसे में निविदा निरस्त करने का अधिकार परियोजना प्रबन्धन का होगा और ऐसा करने पर परियोजना को होने वाली हानि का उत्तरदायित्व सम्बन्धित ठेकेदार का ही होगा एवं सम्बन्धित कार्य की पुनः निविदा आमंत्रित करने की कार्यवाही की जायेगी ।
- (vii) प्रत्येक संविदाकार अपने नियोजित समस्त संविदा श्रमिकों को प्रत्येक वित्तीय वर्ष हेतु ई0 पी0 एफ0 कार्यालय से निर्गत ई0 पी0 एफ0 स्लिप प्रपत्र-23 एवं प्रपत्र-3। की प्रति अवष्य उपलब्ध करायेंगे ।

(On non-judicial stamp paper of Rs. 100/- + Rs.1/- Revenue stamp)

AGREEMENT FOR TENDER VALIDITY

Tender invited by: -

SUPERINTENDING ENGINEER
O&MC-III 'B'TPS, ANPARA
U.P.R.V.U.N. Ltd.
DISTT. SONEBHADRA

Tender for: -: "Servicing and O/H of C&I field equipment, Cutting and welding of various orifices, repair of pneumatic/ impulse lines, Sealing, Locking of various C&I panels boiler side during overhauling of unit 4, 2x500MW BTPS, Anapra."

Tenders notice No.

Name of tenderer: M/s.....

.....
.....

In consideration of the UPRVUN Ltd. having treated the tenderer to be an eligible person whose tender may be considered, the tenderer hereby agrees to the conditions that the proposal in response to the above invitation shall not be withdrawn within four month from the date of opening of the tender, also to the condition that if there after the tenderer withdraws his proposal within the said period the earnest money deposited by the firm may be forfeited by the UPRVUN Ltd. on discretion of the later.

I assure that, if awarded the contract, I shall follow all the labour related provisions of Central Contract Labour (Regulation & prevention), Act 1970 read with U.P. Contract Labour (Regulation & Prevention) rules, 1975 and any other such rules /regulations issued by the Government from time to time. If any action is taken by UPRVUN Ltd. against us for the non-compliance of above-mentioned rules /regulations, the same shall be acceptable to us.

Signed this

Day of 2026.

WITNESS:

Your 's faithfully,

1.....

.....

2.....

.....

(Signature of the tenderer)

SEAL

यह फार्म कान्टैक्टर द्वारा भर कर भाग-I के साथ अनिवार्य रूप से जमा करना है

- फर्म/ ठेकेदार का नाम
- पिता का नाम
- मालिक/भागीदारों का नाम
1.....
2.....
3.....
4.....
5.....

- स्थायी पता
1- मकान सं०.....
2- गाँव/इलाका.....
3- पोस्ट आफिस.....
4- पुलिस स्टेशन.....
5- जिला.....
6- पिन कोड.....
7- टेलीफोन/मोबाइल नंबर

- पत्र व्यवहार का पता:
.....
.....

हस्ताक्षर
फर्म के प्रतिनिधि का नाम:
मुहर

निविदाकार द्वारा निविदा प्रपत्र भाग-I के साथ जमा किये जाने हेतु प्रमाण पत्र

(1) मैंनाम। प्रमाणित करता हूँ कि मेरी इस फर्म अथवा अन्य ऐसी कोई भी फर्म जिसका मैं सहभागी हूँ अथवा मेरा स्वयं का निगम के आवास सं०.....का किराया और विद्युत शुल्क पिछले माह तक जमा का जमा किया जा चुका है तथा इसके प्रमाण हेतु अन्तिम रसीदों की छाया प्रतियां संलग्न हैं ।

।क। विद्युत रसीद सं०	दिनांक	रु०
।ख। आवास रसीद सं०	दिनांक	रु०

(2) मेरी इस फर्म अथवा ऐसी कोई भी फर्म जिसका मैं सहभागी या मालिक हूँ अथवा मेरे स्वयं के नाम से अनपरा परियोजना में कोई आवास या जमीन न तो आवंटित है एवं न ही परियोजना के किसी आवास या जमीन में मैं अवैध रूप से रहता हूँ ।

मेरा कोई भी सम्बन्धी उत्पादन निगम में कार्यरत नहीं है ।

यदि उपरोक्त प्रमाण पत्र में किसी प्रकार की असत्यता पायी जाती है तो विभाग मेरा वर्तमान अनुबन्ध समाप्त कर सकता है ।

दिनांक

हस्ताक्षर
फर्म के प्रतिनिधि का नाम एवं मुहर

शपथ-पत्र

(10 रूपये के नान-जूडिशियल स्टैम्प पर)

मैं..... पिता का नाम पता.....

..... का/की निवासी शपथपूर्वक बयान करता/करती हूँ कि:

1. (क) मैं फर्म मे0..... पता.....

..... का/की एकमात्र स्वामी हूँ तथा इसमें मेरा/मेरी कोई साझीदार नहीं है।

(ख) मे0..... पता.....

.....हमारी एक साझीदार फर्म है तथा मैं इसका/इसकी अधिकृत प्रतिनिधि हूँ जिससे सम्बन्धित प्राधिकार-पत्र मैं अपनी निविदा के साथ अलग से प्रस्तुत कर रहा हूँ।

(ग) मे0..... पता.....

.....हमारी एक रजिस्टर्ड कम्पनी है तथा मैं इसका/इसकी अधिकृत प्रतिनिधि हूँ जिससे सम्बन्धित प्राधिकार-पत्र मैं अपनी निविदा के साथ अलग से प्रस्तुत कर रहा हूँ।

2. (क) अनपरा तापीय परियोजना में मेरा/मेरी/हमारा कोई भी रिश्तेदार कार्यरत नहीं है।

(ख) अनपरा तापीय परियोजना में मेरा / मेरी / मेरे / हमारा / हमारे रिश्तेदार कार्यरत है / हैं जिसका / जिनका विवरण निम्नवत है:

नाम: पिता का नाम:

पदनाम: विभाग का नाम:

3. मैं/हम अपने नियोजित संविदा श्रमिकों/कार्मिकों की न्यूनतम मजदूरी का भुगतान प्रत्येक माह चेक द्वारा करूंगा/करूंगी/करेंगे। मेरे/हमारे द्वारा चेक से भुगतान न करने की दशा में निगम द्वारा मेरा/हमारा अनुबन्ध समाप्त किया जा सकता है जिसके लिए मैं/हम स्वयं उत्तरदायी हूँगा/हूँगी/होंगे।

4. मैं/हम संविदा श्रम (विनियम एवं उन्मूलन) अधिनियम, 1970 व सपठित 30 प्र0 संविदा श्रम (विनियम एवं उन्मूलन) नियमावली 1970 के समस्त प्राविधानों का समुचित रूप से अनुपालन करूंगा/करूंगी/करेंगे तथा अनुपालन न होने की दशा में नियोजक द्वारा मेरे/हमारे विरुद्ध की गयी कोई भी कार्यवाही मुझे/हमें मान्य होगी।

दिनांक:.....

हस्ताक्षर

फर्म के प्रतिनिधि का नाम एवं मुहर

दो साक्षी के हस्ताक्षर (नाम व पता सहित)

1.

2.

Government of India vide its OM no. & F- 1/2/2024- dt. June 03rd, 2024 has issued guidelines regarding Arbitration and Mediation in contracts of Domestic Public Procurement. Which are applicable to Central Government Ministries/ Department, attached/subordinate offices and autonomous bodies, central public Sector Enterprises including bank & Financial Institutions etc, inspired by the principle enumerated therein guidelines are being issued as follows:-

1. This order will not be applicable to the disputes, the subject matter of which fall under the jurisdiction of UPERC, CERC, Appellate Tribunal for Electricity or any other regulatory commission under the Electricity Act, 2003.
2. The provision of dispute resolution through arbitration under Arbitration and conciliation act 1996 shall be deleted from all contracts and purchase orders, as well as request for proposal (RFP) and work orders to be issued, whether for capital works for O&M works, effective from the date of issue of this order in this regard.
3. The dispute resolution will be according to the following two categories:
 - a. Disputes with value less than and up to RS 10 crore.
 - b. Disputes with value greater than Rs 10 crore.
4. The disputes with value upto Rs 10 crore will be dealt in the following manner:-
 - a. In case of disputes with value up to Rs 10 crore. The contractor /vender will refer the matter to the Managing Director, UPRVUNL, except in cases where MD, UPRVUNL himself is the other party in dispute (in which case point 5 will be applicable), who will examine the dispute/grievance impartially and try to settle the same through the process of mutual discussion for an amicable resolution in a time bound manner. For this purpose, MD may seek necessary advice/inputs from domain experts, finance expert and/ or legal expert, as required. The result of such resolution (s) shall be duly recorded in writing and shall be signed by the parties concerned as well as by MD. UPRVUNL.
 - b. In the event that the contractor(s)/vender(s) is/are not satisfied by the proposed solution they may refer the matter to a conciliation committee of Independent Experts (CCIE) for resolution, Negotiation or adjudication.
 - c. IN order to deal with such disputes, one or more CCIEs may be set up by chairman, UPRVUNL comprising the following member:
 - i. Former/retired officer of the rank of principal Secretary to the Government of UP or above.
 - ii. Sector expert, either retired or serving, substantial domain knowledge of project development, execution, and O&M of power plant not below the rank of Chief Engineer L-I of UPRVUNL.
 - iii. Expert in finance and taxation, commercial or mercantile law, as applicable, with experience in senior position in the sector/financial institution, not below the rank of Chief General Manager/General Manager of UPRVUNL.
 - d. In exceptional cases of disputes (even with value less than Rs 10 Cr), where the decision may result in a policy change or a much wider impact than just being limited to the dispute in hand, MD, UPRVUNL shall refer the same to chairman, UPRVUNL for resolution. The chairman may adjudicate/resolve the dispute himself or refer the same to the High-level committee (HLC) as mentioned here in after.
5. Disputes with value greater than Rs 10 crore will be dealt in the following manner:-
 - a. In case of disputes with value greater than Rs 10 crore, the contractor/vendor will refer the matter to the Chairman, UPRVUNL, who will examine the dispute/grievance impartially and try to settle the same through the process of mutual discussion for an amicable resolution in a time bound manner. For this purpose, Chairman may seek necessary advice/input from domain experts, finance expert, finance experts and/or legal experts as required, the result of such resolution(s) shall be duly recorded and shall be signed by the parties concerned as well as by the Chairman. UPRVUNL..
 - b. Chairman may seek advice of a retired judge from the hon. High Court/Hon. Supreme Court, if so required, at his discretion.
 - c. In the event that the contractor(s)/vendor(s) is/are not satisfied by the proposed solution, they may refer the matter to a High-Level Committee (HCL).
 - d. In order to deal with such disputes, one or more HCLs may be set up by Chairman UPRVUNL, comprising the following members:
 - i. Former/retired officer of the rank of Additional Chief Secretary to the Government of UP or above.
 - ii. Sector expert, either retired or serving, having substantial domain knowledge of project development, execution and O&M of Power Plant not below the rank of Director of UPRVUNL.
 - iii. Expert in Finance and taxation, commercial or mercantile law, as applicable, with experience in senior position in the sector/financial institutions, not below the rank of Director of UPRVUNL.
 - e. In exceptional cases, the Chairman UPRVUNL may provide that the HLC will be headed by a retired judge of Hon. High Court/Hon. Supreme Court with the other three members as mentioned in para 5(d) above.
 6. In case, the parties opt for mediation, then the dispute shall be settled as per the provisions of the Mediation Act, 2023, in which case the procedure, as under may be followed:
 - a. The parties may negotiate the matter and place a tentative solution before the MD or Chairman UPRVUNL, or CCIE or HLC (as the case may be), or
 - b. The parties may conduct the mediation through a mediator and then place the mediated agreement before the MD or Chairman UPRVUNL or CCIE or HLC (as the case may be), or.
 - c. The parties may use the CCIE or the HLC, as the case may be, itself as a mediator.
 7. Notwithstanding the above, in case(s) so necessitated, Chairman, UPRVUNL is authorized to exempt the application of this order and to include the Arbitration clause in a contract, subject to his prior approval in writing.
 8. This order will be applicable with immediate effect and will be applied to all such contracts, work Order or agreements which are not yet signed, even if LoA/LoI etc have been issued. In case of any deviation, the matter will be referred to UPRVUNL, Headquarters for decision.

9. Further, this order shall also be applicable to any disputes that may be existing as on date of this order or may arise in respect of the already awarded contracts, work orders of agreements, subject to the consent of the parties involved therein, in case of disputes pending before the Arbitration Tribunals or Courts, the option of resolution as per the above process would also be open. In that case, the parties would need to withdraw from the arbitration proceedings and undertaking to forego their rights to proceed for further arbitration in the matter under dispute. However, other legal remedies would be open to the parties in the event of the resolution proceedings not being successful"
10. The Board also directed that for the existing contract(s), best efforts shall be taken to include the provisions of this Dispute Resolution Mechanism and necessary action should be taken to amend the contract accordingly.

Yours faithfully

FORM – A

General Conditions of contract for Supply of Plant and the Execution of works in the U.P.R.V.U.N.L.

1. **Definition of terms:** - In construing the General Condition and annexed Specification, the following words shall have the meaning herein assigned to them unless there is anything in the subject or context inconsistent with such construction.

The "Purchaser" shall mean the U.P.R.V.U.N.L. and shall include its successors and assigns. The "Contractor" shall mean the Tenderer whose tender shall be accepted by the Purchaser and shall include such Tenderer's heirs, legal representatives, successors and assigns.

The "Sub-contractor" shall mean the person named in the Contract for any part of the work or any person to whom any part of contract has been sublet with the consent in writing of the Engineer and the heirs, legal representatives, successors and assigns of such person.

The "Engineer" shall mean the officer placing the order for the work with the Contractor and such other officer as may be duly authorized and appointed in writing by the Purchaser to act as Engineer for the purposes of the Contract and, in case no such officer has been so appointed, the Purchaser or his duly authorized representative.

"Plant", "Equipment", "Material", "Work", or "Works" shall mean respectively the plant and materials to be provided and work or works to be done by the Contractor under contract. The "contract" shall mean and include the General Conditions, Specifications, Schedules, Drawings, Form of Tender, Covering Letter, Schedule of Prices or final General Conditions, Specifications and Drawings and the Agreement to be entered into under clause 3 of these General Conditions.

The "Specification" shall mean the Specification annexed to these General Conditions and the Schedules thereto (if any).

The "Site" shall mean the site of the proposed work as detailed in the Specification or any other place in U.P.R.V.U.N.L. where work is to be executed under the contract. "Test on Completion" shall mean such test as are prescribed by the Specification to be made by the Contractor before the plant is taken over by the Purchaser.

"Commercial Use" shall mean that use of the work which the contract contemplates or of which it is commercially capable. "Month" shall mean calendar month.

"Writing" shall include any manuscript, type written or printed statement, under or over signature or seal as the case may be. Words importing persons shall include Firms, Companies, Corporations and other bodies whether incorporated or not. Words importing the singular only shall also include the plural and vice versa where the context requires.

2. **Contractor to inform himself fully:** - The contractor shall be deemed to have carefully examined The General Conditions, Specifications, Schedules and Drawings. If he shall have any doubt as to the meaning of any portion of these General Conditions or of the specifications he shall, before signing the contract, set forth the particulars thereof, and submit them to the Engineer in writing in order that such doubt may be removed.
3. **Contract:** - A general agreement shall, if required by the Purchaser, be entered into between the Purchaser and Contractor for the proper fulfillment of the Contract. Further, if required by the Purchaser, the Contractor shall deposit with the Purchaser as security for the due and faithful performance of the contract such sums not being less than one percent of the total value of the Contract as may be fixed by the Purchaser either in cash or in any other form approved by the Purchaser. The charges in respect of vetting and execution of the Contract document shall be borne by the Contractor. The contractor shall be furnished with an executed stamped counter part of the agreement. The import license fee will, in each case, have to be paid by the contractor; import license may have to be taken in Nigam's name. After the tender has been accepted by the Purchaser all orders or instructions to the Contractor shall, except as herein otherwise provided, be given by the Engineer on behalf of the Purchaser.
4. **Contract drawings:** - The Contractor shall submit, in duplicate, to the Engineer for his approval, drawings of the General Arrangement of the works to be carried out and such detailed drawings, other than shop drawings, as may be reasonably necessary. Within fourteen days of the receipt of such drawings the Engineer shall signify his approval or otherwise of the same, and in the event of his disapproving the drawings, the contractor shall submit further drawing for approval. Within a reasonable period of the notification by the Engineer to the contractor of his approval of such drawings, three sets in ink on tracing cloth or Ferro Gallic prints mounted on the cloth, of the drawings as approved shall be supplied to him by the Contractor and be signed by him and by the contractor respectively and be thereafter deemed to be the "Contractor Drawings". These drawings when so signed shall become the property of the purchaser and be deposited with the Engineer, and shall not be departed from in any way whatsoever except by the written permission of the Engineer hereinafter provided, during the execution of the works, one of the sets of drawing shall be available for reference on the site.
In the event of Contractor desiring to possess a signed set of drawings, he shall supply four sets instead of three sets, and in this case the Engineer shall sign the fourth set and return the same to the Contractor.
The Contractor, if required by the Engineer, shall supply in addition copies of any drawing other than shop drawing which may reasonably be required for the purpose of the Contract and may make a reasonable charge for such copies.
The Engineer, or his duly authorized representative, whose name shall have previously been communicated in writing to the contractor, shall have the right, at all reasonable times, to inspect, at the factory of Contractor, drawings of any portion of the work.
5. **Mistakes in drawings:**-The Contractor shall be responsible for and shall pay for any alternations of the work due to any discrepancies, errors, or omission in the drawings or other particulars supplied by him, whether such drawing or particulars have been approved by the Engineer or not, provided that if such discrepancies, errors or omissions are due to inaccurate information or

particulars furnished to the Contractor by the Engineer, any alterations in the work necessitated by reasons of such inaccurate information or particulars shall be paid by the purchaser.

If any dimensions figured upon a drawing or a plan differ from those obtained by scaling the drawing or plan shall be taken as correct.

6. **Sub letting of contract:-**The Contractor shall not, without the consent in writing of the Engineer or Purchaser, which shall not be unreasonably withheld, assign or sublet his Contract, or any substantial part thereof, other than for raw materials, for minor details, or for any part of the work of which the makers are named in contract, provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the Contract.
7. **Patent rights:-** In the event of any claim or demand being made or action being brought against the Purchaser for infringement or alleged infringement of Letters Patent, in respect of any machine, plant work or thing used or supplied by the Contractor under this Contract or in respect of any method of using or working by the Purchaser of such machine, plant, work or thing, the contractor will indemnify the Purchaser against such claim or demand and all costs and expense arising from or incurred by reasons of such claim or demand PROVIDED THAT the Purchaser shall notify the Contractor immediately any claim is made and that the Contractor shall be at liberty, if he so desires, with the assistance of the Purchaser, if required. But at the Contractor's own expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and PROVIDED THAT no such machine, plant work or thing shall be used by the Purchaser for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this Contract.
8. **Quality of materials:-**the plant shall be manufactured and constructed in the best and most substantial and most workmanlike manner and with materials of the best or of approved qualities for their respective uses.
9. **Packing:-**The contractor shall be responsible for securely protecting and packing the plant so as to avoid Damage under normal conditions of transport.
10. **Delivery:-**The cost of delivering the whole material F.O.R. at the railway stations specified or on the site as The Specification may define and the cost of packing and, unless otherwise agreed, important duties and customs dues shall be borne by the Contractor.
11. **Fencing and lighting for works other than transmission lines:-**Except as hereinafter provided the Purchaser shall, unless otherwise specified, be responsible for the proper fencing, guarding lighting, and watching of all works other than transmission lines comprised in the Contract and for the proper provision of temporary roadways, footways, guards and fences of the work for accommodation and protection of foot passengers or other traffic and of the owners and occupiers of adjacent property and of the public.
For Transmission Lines:-The contractor shall at all time provide sufficient fencing, notice boards, lights and watchmen to protect and warn the public and guard the work of transmission lines and in case the Contractor fails to make such provisions or the provision made by him is considered by the Purchaser to be inadequate, the Purchaser may make such provision or further provisions as he may consider necessary and charge the cost thereof to the Contractor.
For all works:-If during the period of erection of a plant the contractor or his workmen or servants shall injure or destroy any part of a building or other structure contiguous to the work in progress or if any damage shall be caused from any cause whatsoever to other work whether in progress or completed forming part of the work for which the plant is being installed or if any imperfections become apparent in these works the causes of which imperfections are attributable to the contractor or his workmen or servants, the Contractor shall make good such damages and imperfections and if he fails to do so within a reasonable time, the Purchaser may cause the same to be made good and may deduct the cost thereof from any sum that may then or at any time thereafter become due to the Contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof or may recover it otherwise.
12. **Power to vary or omit work :-** No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as "Variations") under the contract as shown by the contract drawings or the Specification shall be made by the Engineer; but the Engineer shall have full power, subject to the proviso hereinafter contained, from time to time during the execution of contract by notice in writing to instruct the contractor to make such variations without prejudice to the contract, and the contractor shall carry out such instructions, and he bound by the same conditions, as far as applicable, as though they said variations occurred in the specification. If any suggested variation would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the Engineer thereof in writing, and the Engineer shall decide forthwith whether or not the same shall be carried out, and if the Engineer confirms his instructions, the contractor's obligations and guarantees shall be modify to such extent as may be justified. The difference of cost, if any, occasioned by any such variations, shall be added to, or deducted from, the Contract price as the case may require. The amount of such difference, if any shall be ascertained and determined in accordance with the rates specified in the Schedules of price, so far as the same may be applicable, and where the rates are not contained in the said Schedules, or are not applicable they shall be settled by the Engineer and Contractor jointly, as far as possible, before such variations are carried out: Provided that the Purchaser shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall have been given in the writing by the Engineer. In the event of the Engineer requiring any variations, such reasonable and proper notice shall be given to the contractor as will enable him to make his arrangements accordingly, and in case where goods or materials have already been prepared, or any designs, drawings or patterns have been made or work done that require to be altered, the Engineer shall allow such compensation in respect thereof as he shall consider reasonable. Provided that no such variation shall, except with the consent in writing of the Contractor, be such as will involve an increase or decrease of the total price payable under the contract by more than 10 % thereof.

In every case in which the contractor shall receive instructions from the Engineer for carrying out any work which either then or later will, in the opinion of the contractor shall, as soon as reasonably possible after the receipt of such instructions, inform the engineer of such claim for additional payment.

13. **Negligence:-** If the contractor shall neglect to execute the work with due diligence and expedition, or shall Refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with work, or shall contravene any provision of the contract, the purchaser may give seven days notice in writing to contractor, to make good the failure, neglect or contravention complained of, and if the Contractor shall fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect or contravention capable of being made good within that time, then and in such case the Purchaser shall be at liberty to employ other workmen, and forthwith perform such work as the contractor may have neglected to do or if the Purchaser shall think fit, it shall be lawful for him to take the work wholly, or in part, out of the Contractor's hand and give it to another person on contract at a reasonable price or provide any other materials, tool, tackle or labour for the purpose of completing the work, or any part thereof, and in that event the purchaser shall without being responsible to the Contractor for fair wear and tear as the same, have the free use as all the materials, tools, tackle or other things which may be on the site, for use at any time in the Connection with the work to the exclusion of any right of the Contra any right of the Contractor over the same, and the

Purchaser shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Contractor or such part thereof as may be necessary to the payment of the cost of the executing such work as aforesaid. If the cost of executing the work as aforesaid shall exceed the balance due to the Contractor, and the Contractor fails to make good the deficiency, the Purchaser may recover it from the Contractor in any lawful manner or the Purchaser may sell the said materials, tools, tackle or other thing belonging to the contractor, and the proceeds of such sale be applied towards the payment of such deficiency and the cost of and incidental to such sale and any balance remaining after crediting the same shall be paid to the Contractor on the certificate of the Engineer, provided that when all expenses, costs and charges incurred in completion of the work are paid by the Contractor, all such materials, tools, tackle or other things remaining unsold shall be removed by the contractor.

14. Deaths, Bankruptcy etc:-If the contractor, shall die or commit any act of Bankruptcy, or being a

Corporation commence to be wound up except for reconstruction purpose or carry on its business under a receiver, the executors, successors or other representatives in law of the estate of the Contractor or any such Receiver.

Liquidator, or any person in whom the Contract may become vested, shall forthwith give notice thereof in writing to the Purchaser and shall for one month during which he shall take all reasonable steps to prevent a stoppage of the works, have the option of carrying out the Contract subject to his or their providing such guarantee as may be required by the Purchaser, but not exceeding the value of the work, for the time being remaining unexecuted. In the event of stoppage of the works period of the option under this clause shall be fourteen days only: Provided that, should be above option not be exercised, the Contract may be determined by the Purchaser by notice in writing to the Contractor, and the Purchaser may exercise the same power which he could exercise and will have the same rights which he would have under the last preceding clause if the work had been taken out of the Contractors hand under that clause.

15. Inspection and Testing:-The Engineer and his duly authorized representatives shall have, at all reasonable times, access to the Contractor's premise, and shall have the power, at reasonable times, to inspect and examine the materials and workmanship of the plant during its manufacture there; and if the part of the plant is being manufactured on the premises, the Contractor shall obtain for the Engineer and for his duly authorized representative permission to inspect it as if the plant was manufactured on Contractors now premise.

The Engineer shall, on giving seven day's notice in the writing to the contractor setting out any grounds of objections which he may have in respect of work, be at liberty to reject all or any plant or workmanship connected with such work, which, in his opinion, are not in accordance with the Contract or are, in his opinion defective for any reason whatever Provided that if such notice be not sent to the Contractor within reasonable time after the grounds upon which such notice is based have come to knowledge of the Engineer, he shall not be entitled to reject the said plant or workmanship on such grounds. Unless specifically provided otherwise all test shall be made at the Contractor's work before shipment.

The contractor shall, if required, give the Engineer notice of any material being ready for testing, and the Engineer or his said representative, if so desired, shall on giving 24 hour's previous notice in writing to the contractor, attend at contractor's premises within seven days of the date on which the material is notified as being ready; failing which visit the Contractor may proceed with the test, which shall be deemed to have been made in Engineer's presence and he shall forthwith forward to the Engineer duly certified copies of the test in duplicate.

Test at contractor's premises: - In all cases where the contractor provided test, whether at the premises of the Contractor or of any sub- contractor, the contractor, except where otherwise specified, shall provide, free of charge, such labour, materials, electricity, fuel, water, stores, apparatus, and instruments as may reasonably be demanded to carry out efficiently such test of the plant in accordance with the contractor and shall give facilities to the Engineer or his authorized representative to accomplish such testing.

If special tests, other than those specified in the contract are required they shall be paid for by the Purchasers as "variations" under clause 12. When the tests have been satisfactorily completed at the contractor's works the Engineer shall issue a certificate to that effect.

Test on site:- In all cases where the Contractor provides for tests on the site the Purchaser, except where otherwise specified shall provide, free of charge, such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be requisite from time to time and as may reasonably be demanded, efficiently to carry out such tests of the plant or workmanship in accordance with the Contract. In the case of the contractor required electricity for test on site such electricity shall be supplied to the contractor in the most convenient form available.

16. Delivery of plant:- The plant or material shall not be forwarded until shipping/ dispatch instructions shall Have been given to the contractor. Notification of delivery or dispatch in regard to each and every consignment shall be made to the purchaser immediately after dispatch or delivery. The supplier shall further supply to the consignee a priced invoice and packing account of all store delivered or dispatch by him. All packages, containers, bundles and loose materials forming part of each and every consignment shall be described in full in the packing account, and full details of the contents of packages and quantity of materials shall be given to enable the consignee to check the store on arrival at destination.

17. Access to site and work on site:-Suitable access to and possession of the site shall be afforded to the Contractor by the purchaser in reasonable time, and the purchaser shall have any foundations to be provided by him ready when required by the contractor. Where a crane is available, its safe lifting a capacity shall be stated in the specification, and it shall be available for free use of the contractor until the plant is taken over.

Only applicable to complete erection contractions:- The work, so far it is carried out on the Purchaser's premises, shall be carried out at such time as the purchaser may approve, and so as not to interfere unnecessarily with the conduct of the purchaser's business, but the purchaser shall give the contractor all reasonable facilities for carrying out the work.

No person other than the contractor, Sub-contractors and workmen and the contractor's duly authorized agents shall, except with the special permission in writing, of the Engineer or his representative, be allowed to do any work on the site in connection with the erection of the work but access to the works shall at all times be accorded to the Engineer and his representatives and other authorized officials or representatives of the purchaser.

The contractor shall permit the execution of work by other contractors or tradesmen whose names shall have been previously communicated in writing to the contractor by the Engineer, and afford them every facility for the execution of their several works simultaneously with his own.

The purchaser shall provide all the unskilled labour and facilities necessary for the execution of work included in the contractor unless otherwise specified.

18. Engineer's Supervision:-All the work shall be carried out under the direction and to the reasonable Satisfaction of the Engineer. If supervision of erection or complete erection is included in the contract, the contractor shall be responsible for the correctness of the positions, levels and dimension of the work according to the drawings, notwithstanding that he may have been assisted by the Engineer in setting out the same.

- 19. Engineer's Decisions:-** In respect of all matter, which are left to the decision of the Engineer, including The granting or withholding of certificates, the Engineer shall, if required to do by the contractor, give in the writing a decision thereon and his reasons for such decision. If the decision is not accepted by the contractor the matter will, at the request of the contractor, be referred to arbitration under the provision for arbitration hereinafter contained, but subject to this right of reference to arbitration such decision shall be final and binding on the contractor.
- 20. Contractor's representative and workmen:-** If the supervision of the erection or complete erection is Also included in the contract, the contractor shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the Engineer by the contractor, to superintend the erection of plant and the carrying out of the works. The said representative, or if more than one shall be employed, then one of such representatives shall be present on the site during working hours, and any written orders or instructions which the Engineer or his duly authorized representative whose name shall have been previously communicated in writing to the contractor may give to the said representative of the contractor shall be deemed to have been given to the contractor.
- The engineer shall be at liberty to object to any representative or person employed by the contractor in the execution of or otherwise about the works who shall in his opinion misconduct himself or be incompetent or negligent, and the contractor shall remove the person so object to upon receipt from the Engineer of notice in writing requiring him so to do, and shall provide in his place a complete representative at the contractors expense.
- The purchaser shall provide suitable living accommodation on the site for the use of contractor's representative unless the contractor exempts him from this liability.
- 21. Liability for accident and damage:-** The contractor shall be responsible for loss, damage or depreciation of The plant until the same is taken over under clause 35 or is deemed under that clause to have been taken over: Provided ALWAYS that the contractor shall not be responsible for any such loss, damage and depreciation occurring during such period that plant is operated by the purchaser's staff prior to being taken over in accordance with clause 35.
- Until the plant is taken over or deemed to have been taken over as aforesaid, the contractor shall also be liable for and shall indemnify the purchaser in respect of all injury to the contractor or his workmen or subcontractor or from defective design, or work, but not from any other cause. **Provide** that the contractor shall not be liable for any loss of profit or loss of contractor or any other claim made against the purchaser not already provided for in the contract, nor for any injury or damage caused by or arising from the acts of the purchaser or of any other person or due to circumstances over which the contractor has no control, nor shall his total liability for loss, damage or injury under this clause exceed the total value of the contract.
- The contractor will indemnify and save harmless the purchaser against all actions, suits, claims, demands, costs, or expenses arising in connection with injuries (Other than as may be attributable to the purchaser or his employees suffered prior to the date when the plant shall have been taken over under clause 35 hereof, by persons employed by the contractor or his sub-contractor on the works, whether at common law or under the workmen's compensation Act, 1923, or any other statute in force at the date of contract relating to the question of the liability of employers for injuries suffered by employees, and will, if called up to do so, taken out the necessary policy or policies of insurance to cover such indemnity.
- Only applicable to complete erection contract:-** In the event of any claim being made, or action brought against the purchaser involving the contractor and arising out of the matters referred to and in respect of which the contractor is liable under this clause, the contractor, shall be immediately notified thereof, and he shall, with the assistance, if he so requires, of the purchaser, but at the sole expense of the contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such case, the purchaser, shall, at the request and expense of the contractor, afford all reasonable and available assistance for any such purpose.
- 22. Insurance:-** The contractor shall insure the plant and shall keep it insured against loss by theft. Destruction or damage by fire, flood, undue exposure to the weather, or through riot, civil commotion, war or rebellion, for the full value of the plant is taken over under clause 35. This insurance shall also cover loss by theft on site in the case of contractors the where is responsible for complete erection, but not in other cases.
- 23. Replacement of defective plant or materials:-** If during the progress of the work the Engineer shall decide and notify in the writing to the contractor that the contractor has executed any unsound or imperfect work, or has supplied any plant inferior in the quality to that specified, the contractor, on receiving details of such defects or deficiency, shall at his own expense, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work, or supply fresh materials up to standard of the specification, and in case the contractor shall fail to do so the purchaser may, on giving the contractor seven days notice in writing of his intention so to do, proceed to remove the work complained of and at the cost of the contractor perform all such work or supply all such materials, provided that nothing in this clause shall be deemed to deprive the purchaser of or affect any right under the contract which he may otherwise have in respect of such defects or deficiencies.
- 24. Deduction from contract price:-** All the cost damages or expenses, which the purchaser may have paid, For which under the contract the contractor is liable, may be deduct from purchaser from any moneys due or which may become due by him to the contractor under the contract, or may be recovered by suit or otherwise from the contractor. Any sum of money due and payable to the contractor (including security deposit returnable to him under this contract) may be appropriated by the purchaser and set off against any claim of the purchaser for the payment of a sum of money arising out of or under any other contract made by the contractor with the purchaser.
- 25. Terms of Payment:-**
1. Subject to any deduction which the purchaser may be authorized to make under the contract, or subject to any additions or deductions provided for under clause 12 the contractor shall be entitled to payments as follows.
 - a. Eighty percent of the F.O.R. contract value of the plant in rupees on receipt by the purchaser of the contractor's invoice giving the number and date of the railway receipt covering the dispatch of the plant from the Indian port and of the advice note giving case number and contents, together with a certificate by the contractor to the effect that the plant detailed in the said advice not has actually been dispatched under the said railway receipt and that contract value of the said plant so dispatched is not less than the amount entered in the invoice.
 - b. Ten percent of the F.O.R. contract value of the plant on satisfactory completion of test and taking over the plant.
 - c. Ten percent of the F.O.R. contract value of the plant at the end of twelve months from the date of taking over.
 - d. For the erection of the plant, in proportion of the progress of the work on the receipt by the purchaser of the monthly invoices submitted by the contractor supported by the certificates of the Engineer.
 2. If at the time at which either of the installments due under sub clause (b) and (c) of clause (1) hereof becomes payable there are minor defects in the plant which are not of such importance as to affect the full commercial use of the plant, then the purchaser shall be entitled to retain only such part of the installment then due as represents the cost of making good such minor

defects and any sum so retained shall, subject to the provisions of clause 36, become due upon such minor defects being made good.

3. If the purchaser desires that the plant or any portion should not be dispatched by the contractor when it is Due for dispatch, the contractor shall store such plant or portion at his works and be responsible for all risks. For such storage the purchaser shall pay to the contractor at a rate to be mutually agreed upon between the parties, but not exceeding 5 s (five shilling) per ton per week payable quarterly *plus* interest at one percent per annum above the current rate of the State Bank of India on 80 percent of the contract value of the plant or portion thereof so stored, for the period from the date on which the said plant or portion becomes due and is ready for shipment up to the date on which it is actually shipped.
- 25A. In the event of the Supplier/ Contractor/ Company not being able to supply the materials or to carry Out the works in accordance with the terms of this contract, the Board/ Purchaser/ Owner shall have the right to recovered any sum advanced in accordance with the clause 25 from the Supplier/ Contractor/ Company and from his/ its assets.
26. **Provisional sums**:-In any case where the contractor price include a provisional sum to be provided by The contractor for meeting the expenses of extra work or for work to be done or materials to be supplied by a subcontractor, such sum shall be expended or used, either wholly or in part, or be not used, at the discretion of the Engineer and entirely as he may decide and direct. If no part or only a part thereof be used then the whole or the part not used, as the case may be, shall be deducted from the contract price. If the sum used is more than such provisional sum the contractor shall pay the excess. In the case of materials supplied or work done by a subcontractor, the total of the net sums paid to the sub-contractor on account of such materials or work and a sum equal to 10 percent of such net sum allowed as contractor's profit shall be deemed to be the sum used. None of the works or articles to which such sum of money refers shall be done or purchased with-out the written order of the Engineer. The contractor shall allow the sub-contract every facility for the supply of the materials or execution of their several works simultaneously with his own, and shall, within fourteen days after the Engineer has requested him in writing so to do, pay the dues of such sub-contractors on account of such materials or works: PROVIDED ALWAYS that the contractor shall have no responsibility with regard to such works or articles unless he shall have previously approved the sub-contract and/ or the materials or plant to be supplied.
27. **Certificate of Engineer**:-Every application to the Engineer for a certificate must be accompanied by a Detailed invoice (in duplicate) setting forth in the order of the Schedule of prices, particulars of the plant supplied and the certificate as to such plant as in the reasonable with the contractor shall be issued within fourteen days of the application for the same as is reasonably necessary or communication with the site.

The Engineer may, by any certificate, make any correction or modification in any previous certificate which shall have been issued by him and payment shall be regulated and adjusted accordingly.
28. **Due date of payment**:-Payment shall be due and payable by the purchaser in accordance with the Provision Of clause 25 hereof at end of the month following that in which invoices for the amounts due together with necessary documents are received by the purchaser shall not be bound to make any payment under sub-clause (a) of clause 25 unless the amount of such payment represents at least 8 percent of the total contract value of the plant.
29. **Certificate not to effect rights of the purchaser or contractor**:-
 1. No certificate of the Engineer on account, nor any sum paid on account by the purchaser, nor any extension of time granted under clause 31 shall affect or prejudice the right of the purchaser, against the contractor, either under this Agreement or under the law, or relive the contractor of his obligation for the due performance of the contract, or be interpreted as approval of the work or of the material supplied.
 2. No certificate of Engineer shall create liability in the purchaser to pay for any alteration, amendments, variations or additions not ordered in the writing by the Engineer, or absolve the contractor of his liability for the payment of damages whether due, ascertained or certified or not or of any sum against the payment of which he is bound to indemnify the purchaser, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the right of the contractor against the purchaser, under this agreement or under the law.
30. **Suspension of works**:-The purchaser shall pay to the contractor all reasonable expenses, incurred by The contractor by reason of suspension of the work or delay in shipment by order in writing of the purchaser or the Engineer unless such suspension or delay shall be due to some default on the part of contractor or sub- contractor.
31. **Extension of time for completion**:-The time given to the contractor for dispatch, delivery, erection or Completion as the case may be shall be reckoned from the date of receipt by the contractor of the order, together with all necessary information and drawings, to enable the work to be put in hand. In all cases in which progress shall be delayed by strikes, lockouts, fire accidents, defective materials, delays in approval of drawings or any cause whatsoever beyond the reasonable control of the contractor, and whether such delay or impediment shall occur before or after the time or extension of time shall be granted.
32. **Price reduction clause**:-If the contractor shall fail in the due performance of his contract within the time fixed by the contract or any extension thereof the contractor agrees to accept a reduction of the contract price by half percent per week reckoned on the contract value of such portion only of the plant as cannot in consequence of the delay be used commercially and efficiently during each week between the appointed or extended time as the case may be and the actual time of acceptance under clause 35, and such reduction shall be in full satisfaction of the contractor's liability for delay, but shall not in any case exceed 10 percent of the contract value of such portion of the plant.
33. **Test on completion**:-Whenever possible all test shall be carried out before shipment, should, however, it Be necessary for the final test as to performance and guarantees to be held over until the plant is erected at site, they shall be carried out in the presence of the contractor's representative within one month of the completion of erection. If the result of these tests shall not come within the margin specified, the tests shall, if required, be repeated within one month from the date, the plant is ready for re-test and the contractor shall re-pay to the purchaser all reasonable expenses to which he may be put by such tests.
34. **Rejection of defective plant**:-If the completed plant or any portion thereof before it is taken over under clause 35, be found to be defective, or fails to fulfill the requirements of the contract, the Engineer shall give the contractor notice setting forth particulars of such defects or failure, and the contractor shall forthwith make the defect good, or alter the same to make it comply with the requirements of the contract. If the contractor fails to do so within a reasonable time the purchaser may reject and replace, at the cost of the contractor, the whole or any portion of the plant, as the case may be, which is defective or fails to fulfill the requirement of the contract. Such replacement shall be carried out by the purchaser within a reasonable time and at a reasonable price, and where reasonably possible to the same specification and under competitive conditions. In case of such replacement by the purchaser the contractor shall be liable to pay to the purchaser the extra cost, if any, of such contract, such extra cost being the ascertained difference between the price paid by the purchaser, under the provisions abovementioned, for such replacement and the contract price for the plant, so replaced. And also to repay any sum paid by the purchaser to the contractor, in respect of such defective plant. If the purchaser does not so replace therejected plant within a reasonable time, the contractor shall be liable only to repay to the purchaser all moneys paid by the purchaser to him in respect of such plant. In the event of such rejection, the purchaser

shall be entitled to the use of the plant in a reasonable and proper manner for a time reasonably sufficient to enable him to obtain other replacement plant. During the period the rejected plant is used commercially the contractor shall be entitled to a reasonable sum as payment for such use.

- 35. Taking over:-**Where the specification calls for the performance tests before shipment and these have been successfully carried out, the plant shall be accepted and taken over when it has been satisfactorily put into operation, whichever shall be the earlier and the Engineer shall forthwith issue a Taking over certificate. In the event of final or any outstanding tests being held over until the plant is erected, such taking over certificate shall be issued subject to the results of such final or outstanding tests shall be carried out in accordance with clause 33. When the specification calls for tests on site the plant shall be taken over and the Taking over certificate issued immediately after such tests have been satisfactorily carried out. If for any reason other than the default of the contractor such last mentioned tests on site shall not be carried out within one month of notice by the contractor to be purchaser of the plant being ready for test the plant shall be deemed to have been taken over as on the last day of such period and payment due to the contractor on taking over shall be made, but nevertheless the contractor shall if called upon so to do by the purchaser, but at the purchaser's expense make the said test during the maintenance period and accept as aforesaid under the same obligations as specified in clause 33.

The Engineer shall not delay the issue of any Taking over certificate contemplated by this clause on account of minor deficiencies of material or defects in the plant which do not materially affect the commercial use thereof provided that the contractor shall undertake to make good the same in due course.

- 36. Maintenance:-**For a period of 12(twelve) calendar months commencing from the date on which the plant is taken over is deemed to have been taken over under clause 35 (called "the Maintenance period"), the contractor shall remain liable to replace any defective parts that may develop in plant of his own manufacture or those of his sub- contractors approved under proper clause 6 under conditions provided for by the contract under proper use and arising solely from faulty design, materials or workmanship : Provided Always that such defective parts as are not repairable at site and are not essential in the meantime to the maintenance in commercial use of the plant, the promptly returned to the contractor's works at the expense of the contractor unless otherwise arranged. If it become necessary for the contractor to replace or renew any defective parts of the plant under this clause, the provision of the first paragraph of this clause shall apply to the parts of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months, which ever may be latter.

If any defect be not remedied within a reasonable time, the purchaser may proceed to do the work at the contractor's risk and expense, by without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects. The repaired or new parts will be delivered on accordance with clause 10. The contractor shall bear reasonable cost of minor repairs carried out on his behalf at site.

At the end of the Maintenance period the contractor's liability shall cease. In respect of goods not covered by the first paragraph of this clause, the purchaser shall be entitled to the benefit of any guarantee given to the contractor by the original supplier or manufacturer of such goods.

- 37. Regulation of local authorities:-**The purchaser shall, throughout the continuance of the contractor and in Respect of all matters arising in the performance thereof, serve all notices and obtain all consents, way leaves, approval, and permission required in connection with regulations and by-laws of any local or other authority which shall be applicable to the works.

All works shall be executed in accordance with the Indian Electricity Rules, 1956, and any statutory modifications thereof, wherever are applicable, unless otherwise agreed to in writing by the Engineer.

- 38. Arbitration:-**If at any time any dispute or difference or controversy shall at any time rise between the contractor on the one hand and the U.P. State Electricity Board and the Engineer of the contract or the other touching the contract, or as to the true construction, meaning and intent or any part or condition of, or payment for the same, or as to the true intent, meaning, interpretation, construction or effect of the clauses of the contract, specifications or drawings or any of them, or as to anything to be done committed or suffered in pursuance of the contract or specifications or as to the mode of carrying the contract into effect, or as to the breach of alleged breach, or as to obviating or compensating for the commission of such breach, or as to any other matter or thing, whatsoever connected with or arising out the contract, and whether before or during the progress or dispute shall be referred for adjudication to the chairman, U.P.V.U.N.L. or to any other person nominated by him in his behalf and his decision in writing shall be final, binding and conclusive. The submission shall be the Indian Arbitrator Act, 1940 or any statutory modification thereof. The arbitrator may from time to time with consent of the parties enlarge the time for marking and publishing the award.

Upon every or any such reference, the costs of, an incidental to, the reference and award respectively shall be competent to determine the amount thereof or direct the same to be taxed as between solicitor and client or as between party and to direct by whom and to whom and in what manner the same shall be borne and paid. Work under the contract shall, if reasonably possible, continue during the arbitration proceedings, and no payment due or payable by the Nigam shall be withheld on account of such proceedings.

- 39. Construction of contract:-**The contract shall in all respect be construed and operate as a contract as defined in the contract Act, 1872 and all payments there under shall be made in rupees unless otherwise specified.

- 40. Marginal notes:-**The marginal note to any clause of this contract shall not affect or control the construction of such clause.

Superintending Engineer