



**U.P. RAJYA VIDYUT UTPADAN NIGAM LTD
PARICHHA THERMAL POWER PROJECT
PARICHHA JHANSI
TENDER SPECIFICATIONS FOR THE WORK**

Work: - - “Repairing/Replacement of plates and Refractory work of Bottom Ash Hopper and other works like as changing of roller, Rail guide of feed gate system of BAH during overhauling of Unit #4, 2x210 MW, BTPS, Parichha”.

Scope of work:

“Repairing/Replacement of plates and Refractory work of Bottom Ash Hopper and other works like as changing of roller, Rail guide of feed gate system of BAH during overhauling of Unit #4, 2x210 MW, BTPS, Parichha”.

- 1. Repairing of bulged plate by straightening / replacement of plate of bottom ash hopper and Seal Trough: -**
 - a. Cutting of bulged plate by gas welding etc.
 - b. Straightening of plate by heating and hammering / cutting of piece of plate from new plate of same dimension by gas welding etc.
 - c. Grinding on piece of plate and cut portion of bottom ash hopper, seal trough and making V- groove.
 - d. Tack welding of all the joints and proper alignment.
 - e. Final welding on piece of plate with cut portion of bottom ash hopper properly.
 - f. Final welding on piece of plate with cut portion of seal trough properly.
- 2. Running welding on crack / weak welding joints of bottom ash hopper: -**
 - a. Grinding on crack / weak welding joints of bottom ash hopper and making of V- groove.
 - b. Running welding on above crack / weak welding joints of bottom ash hopper properly.
- 3. Providing and removing of scaffolding for carrying above works in bottom ash hopper {one Job of scaffolding = Scaffolding of All four corners of boiler inside & outside of boiler (Total 08 Nos. of scaffolding provided by contractor)}:**
 - a. Providing scaffolding by bamboo / steel pipe /angle etc. properly for carrying above work inside the bottom ash hopper.
 - b. Removing the above scaffolding after completion of work.
- 4. Serial No. 4, 5 and 6 Application of refractory in bottom ash hopper, heating zone work involves as follows.**
 - a) Removal of old and damaged refractory from bottom ash hopper and false roofing by chipping out and shifting it to dump yard or as per direction of Engineer.
 - b) Welding of SS/MS pegs of required size for reinforcement at required distance and casting new refractory at bottom ash hopper.
 - c) Transporting the refractory materials from central store /site store to work site shall be responsibility of contractor. However, refractory shall be provided by UPRVNL.
 - d) Mixing water in the pourable / castable refractory as per required quantity to achieve proper binding properties, fixing refractory on the bottom ash, Roof of ceiling tubes in the required layer, leaving it to

dry, sprinkling water after 10-12 hrs. for curing and again leave for drying. Fixing the old GC sheet and let it to dry. Sprinkling water over fixed refractory for its curing and checking it for proper dryness.

- e) Proper curing of castable refractory unless it achieves required strength.
- f) The pourable/ castable refractory and material for pegs shall be provided by the department free of cost.
- g) Erection of all scaffolding material for refractory work shall be in the scope of firm.
- h) All scrap material including damaged refractory shall be shift to scrap yard or as directed be engineer in-charge
- i) Cutting of bulged sheet by gas, removing damaged refractory & casting of new refractory on same (refractory is provided by UPRVUNL)
- j) Welding of damaged joint of sheet.

7. Repairing and overhauling of Clinker grinder with their driving mechanism.

- 1 Removal of clinker grinder complete assembly from its position for maintenance works and replacing the same on its position after completion of work.
- 2 Complete overhauling of clinker grinder.
- 3 Checking water plates.
- 4 Checking/Replacement/Serviceing of all the bearing and repacking of bearing after greasing.
- 5 Replacement of worn-out parts with new/old and healthy parts and its successful trial run.

8. Repairing and overhauling of bottom ash hopper Feed gate with roller assembly.

- 1. Dismantling all the hydraulic lines i.e. pressure, drain and interconnecting used for the actuation of the gate.
- 2. Dismantling hydraulic cylinder used for actuation for gate.
- 3. Repairing of rollers and shaft required for its smooth running.
- 4. Checking and repairing all the fixing plates for its healthiness and replace if any.
- 5. Replacement of rail guide left and right.
- 6. Ensure full travel of feed gate in either way.
- 7. Restoration of all hydraulic oil lines and cylinders.
- 8. Successful hydraulic testing of feed gate.

C. 9. Repairing and overhauling of Gear Box for Clinker grinder.

- 1 Washing of complete gear box with diesel.
- 2 Dismantling of all gear wheels and pinions stage by stage. Draining of old and used oil and removal of top cover of gear box.
- 3 Opening all inspection windows of the gear box.
- 4 Dismantling of all pinion bearings, washing them with diesel, and their Inspection and checking
- 5 checking of all inspection and checking for Any wear or damage of all bearing the gear wheels and pinions for any wear or damage and repair/ replace the same if required.
- 6 Inspection and checking of housings for any wear or damage and to ensure proper fitting with corresponding bearing, Replacement of all oil the body of the gear box for any oil leakage and plugging the same by welding.
- 7 Seal and Ist stage pinion bearing.
- 8 Cleaning of required all threaded holes with suitable tape.
- 9 Blue matching all the gear, pinions, the body cover,
- 10 Assembly of all the ger inspection windows with main body housing cover and top cover and boxing up the gear box after carrying out the necessary repairs.
- 11 Filling oil and checking if any
- 12 Trial leakage and abnormal sound. run of gear box tor proper matching of all the gear and pinion.

10. Repairing and overhauling of Fluid coupling of Clinker grinder.

- 1 Removal of fluid coupling from gear box and motor.
- 2 Dismantling of fluid coupling.
- 3 Repairing of multi metallic disc.
- 4 Serviceing of scoop actuator.
- 5 Inspection and revisioning of all internals including rotor oil seal sleeve, input and output shaft, scoop tube etc.
- 6 Assembly of all parts and successful commissioning.

PRE-QUALIFYING CONDITIONS OF THE TENDER (PQC)

The offers of only those bidders shall be considered for opening of Price Bid (Part-II), who shall submit/upload and qualify the following pre-qualifying conditions of the tender. Bidders are requested to submit the tender in two parts i.e., Part-I containing earnest money, tender cost along with tender documents & Part-II (Price-Bid).

Sl. No.	Pre-Qualifying Conditions																											
PQC-PART-A																												
1	<p><u>FOR WORKS IN 210MW UNITS</u></p> <table border="1" style="margin-left: auto; margin-right: auto;"><thead><tr><th style="text-align: center;">S.No.</th><th style="text-align: center;">Tender Cost</th><th style="text-align: center;">Particulars</th></tr></thead><tbody><tr><td style="text-align: center;">1</td><td style="text-align: center;">Amount (Rs.)</td><td style="text-align: center;"><i>Nil</i></td></tr></tbody></table>	S.No.	Tender Cost	Particulars	1	Amount (Rs.)	<i>Nil</i>																					
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2	<p>Tenderer / Bidder shall have to deposit the requisite amount of Earnest Money i.e., Rs 24,000.00 (Rupees Twenty-Four Thousand Only) through RTGS / NEFT / BANK GUARANTEE only (B.G. can only be submitted if Earnest Money amount is Rs. 5,000.00 or more).</p> <p>A. In case EMD is submitted through RTGS/NEFT, the bidder shall upload the proof of Earnest Money deposited along with tender documents, with UTR No., Account Name and scanned copy of pay in slip duly signed by the authorized signatory of the firm. Earnest Money shall be transferred from the bidder's account only to the following a/c.</p> <p><u>FOR WORKS IN 210MW UNITS</u></p> <table border="1" style="margin-left: auto; margin-right: auto;"><thead><tr><th style="text-align: center;">S.No.</th><th style="text-align: center;">Earnest Money</th><th style="text-align: center;">Particulars</th></tr></thead><tbody><tr><td style="text-align: center;">1</td><td style="text-align: center;">Amount (Rs.)</td><td style="text-align: center;">24,000.00</td></tr><tr><td style="text-align: center;">2</td><td style="text-align: center;">Refundable/Non-refundable</td><td style="text-align: center;">Refundable</td></tr><tr><td style="text-align: center;">3</td><td style="text-align: center;">Mode of Deposition</td><td style="text-align: center;">RTGS/NEFT</td></tr><tr><td style="text-align: center;">4</td><td style="text-align: center;">In Favour of</td><td style="text-align: center;">Dy. CAO, CFA&BO, PTPP, Parichha</td></tr><tr><td style="text-align: center;">5</td><td style="text-align: center;">Payable at</td><td style="text-align: center;">Parichha, Jhansi</td></tr><tr><td style="text-align: center;">6</td><td style="text-align: center;">Current A/c No. of 210MW</td><td style="text-align: center;">10653208048</td></tr><tr><td style="text-align: center;">7</td><td style="text-align: center;">IFSC Code</td><td style="text-align: center;">SBIN0006149</td></tr><tr><td style="text-align: center;">8</td><td style="text-align: center;">Branch Name</td><td style="text-align: center;">SBI, Parichha, Jhansi</td></tr></tbody></table>	S.No.	Earnest Money	Particulars	1	Amount (Rs.)	24,000.00	2	Refundable/Non-refundable	Refundable	3	Mode of Deposition	RTGS/NEFT	4	In Favour of	Dy. CAO, CFA&BO, PTPP, Parichha	5	Payable at	Parichha, Jhansi	6	Current A/c No. of 210MW	10653208048	7	IFSC Code	SBIN0006149	8	Branch Name	SBI, Parichha, Jhansi
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	<p>B. In case EMD is submitted in the form of Bank Guarantee, the bidder must upload Bank Guarantee issued by COMMERCIAL SCHEDULED BANK in prescribed format in Attachment-4 along with copy of CONFIRMATION MAIL issued by bank (B.G. shall be valid for six months from the date of opening of tender). The original copy of the Bank Guarantee must be submitted in a hard copy to concern</p>																											

	<p>circle, failing which action will be taken against the firm as per terms and conditions of tender. The Bank Guarantee to be issued by the Issuing Bank on behalf of Bidder /Contractor /Supplier in favour of Dy. CAO, CFA&BO, PTPP, Parichha shall be in paper form as well as issued under the Structured Financial Messaging System (SFMS). The Details of beneficiary for issue of BG under SFMS platform are furnished below:- SBI A/c 10653208048, SBIN0006149.</p> <p><u>Offline submission of Earnest Money in any form will not be accepted.</u> <u>Exemption from submission of the Earnest Money shall not be allowed in any case.</u></p>
3	Photocopy of PAN Card of the firm or proprietor as the case may be (in case of single proprietary firm- PAN Card of the proprietor and in case of a partnership firm or a company – PAN Card of the firm or company) along with ITR of last three financial years.
4	<i>Form GST REG-06 Registration Certificate issued under Central Goods and Services Tax Act, 20 and GSTR-3B</i>
5	Financial turnover of the firm during the last 03 years, issued by the <i>CHARTERED ACCOUNTANT, BASED ON FINANCIAL STATEMENT</i> along with UDIN No. Average annual financial turnover of the last 3 years should be at least 30% of annualized estimated cost.
6	Power of Attorney/letter of authorization on letter pad mentioning tender number in support of person/representative to act as signatory on behalf of tenderer, if applicable. In the case of company authority letter must be supported by board resolution passed in this regard.
7	<p>Copy of LOI/Agreement of similar work executed in 200MW or above capacity Units of UPRVUNL/NTPC/SEB's/IPP to be considered as proof regarding experience of having successfully completed similar works during last Five (5) year ending last day of month previous to the month of opening of Tender Part-I satisfying either of following:</p> <p>I. Three similar completed works costing not less than 40% of the annualized estimated cost. Or II. Two similar completed works costing not less than 50% of the annualized estimated cost. Or III. One similar completed work costing not less than 80% of the annualized estimated cost.</p> <p><i>Similar work is defined as below:</i> <i>“Repairing/Replacement of plates, Refractory work of Bottom Ash Hopper and feed gate assembly, clinker grinder in thermal power plant as mentioned above.”</i></p> <p>Documents in support of meeting Qualifying Requirements: - <i>To ascertain the bidder’s compliance to Qualifying Requirement pertaining to similar work, any one of the following documents along with filled Attachment-1, are required to be uploaded with the tender documents:</i> <i>(a) Work completion certificate (Work completion certificate issued from the competent authority with proper dispatch number & date of the office issued) OR Office Memorandum issued by the Engineer of Contract for the release of Security Deposit/Contract Performance Bank Guarantee clearly mentioning successful completion of work.</i> <i>(b) Copy of final RA bills with progressive value verified by Engineer of Contract.</i> <i>(c) Copy of Running GST Invoices verified by Engineer of Contract.</i></p>
8	<p>Affidavit in the prescribed format (Attachment-2).</p> <p><i>To ascertain the bidder’s compliance to Qualifying Requirement pertaining to</i> Affidavit in the prescribed format (Attachment-2), (All the entries of affidavit must be filled properly in all respects).</p>
9	<i>No Deviation Certificate in prescribed format. (Attachment-5)</i>

PQC-PART-B	
1	Proof regarding Proprietorship firm/ Partnership firm (copy of Partnership deed)/ Limited company (copy of Memorandum of Association and AOA (Article of Association) /copy of registration certificate or Certificate of Incorporation issued by Registrar of Companies).
2	Valid Labour license issued by DLC, Jhansi, valid for work in Parichha Thermal Power Station.
3	EPF Registration Code No. duly issued by EPF office and ECR in connection with EPF deductions in favour of their labour during any month but not more than three months old .
4	The ESIC (Employee State Insurance Corporation) Registration Certificate.
5	Proof regarding valid Group Insurance of workers.
6	Police verification/Certificate of character of tenderer/partners by SSP/DM of the District* not older than three years from the date of submission of e-bid. Valid for Contractor work. (Not applicable in case of Limited Company). *District- means the district of the registered office of the Firm or District-Jhansi
7	Firm's Bank details for electronic fund transfer in the prescribed format (Attachment-3)

Note: Technical Evaluation of bids shall be done on the basis of documents uploaded against PQC Part-A only.

- Non submission of Earnest Money Cost may lead to rejection of bid.**
- निविदा के short fall में निविदा के प्रथम भाग खुलने के पूर्व के ही प्रपत्र मान्य होंगे, इसके अतिरिक्त निविदा के प्रथम भाग खुलने के बाद कोई प्रपत्र मान्य नहीं होंगे।
- निविदा के Prequalifying conditions के Part-A विन्दु सं०-८ में वांछित शपथ-पत्र को निविदा के साथ ही प्रस्तुत करना अनिवार्य होगा। उक्त शपथ-पत्र को निविदा के प्रथम भाग खुलने के उपरान्त short fall document option के माध्यम से नहीं माना जायेगा।
- निविदा के Prequalifying conditions के Part-A विन्दु सं०-८ में वांछित शपथ-पत्र में गवाहों के हस्ताक्षर अनिवार्य होंगे।
- Non submission of Affidavit for Attachment-2 of PQC Part-A point no. 8 or incomplete affidavit may lead to the rejection of bid.**

ATTACHMENT-1

LIST OF SIMILAR WORKS AND PERCENTAGE COMPLETED

Tenderer's Name.....

To.....

Address.....

(Name & Address of Tender

Inviting Authority)

S.No	LOI No. & DATE	ORDER Value (In Lacs Excluding GST/ST)	Value of work Executed. (In Lacs Excluding GST/ST)	Percentage of work completed as on date
A	B	C	D	E (=Dx100/C)
1				
2				
3				

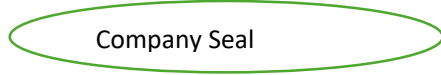
4				
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Bidders can also use additional sheet, if required.

Date:..... Signature of Authorized Signatory.....

Place:..... Printed Name.....

Designation.....



NOTE: -

1. *To ascertain the bidder's compliance to Qualifying Requirement pertaining to similar work, any one of the following documents along with filled Attachment-1, are required to be uploaded with the tender documents:*

- (a) Work completion certificate (Work completion certificate issued from the competent authority with proper dispatch number & date of the office issued) OR Office Memorandum issued by the Engineer of Contract for the release of Security Deposit/Contract Performance Bank Guarantee clearly mentioning successful completion of work.*
- (b) Copy of final RA bills with progressive value verified by Engineer of Contract.*
- (c) Copy of Running GST Invoices verified by Engineer of Contract.*

2. No claim without supporting documents shall be accepted in this regard.

ATTACHMENT-2

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER DOCUMENT

TENDER NO.....

(To be executed in presence of public notary on non-judicial stamp paper of the value of Rs.100/-.
The stamp paper has to be in the name of the tenderer)

I (Name and Designation) appointed as the authorized signatory of the tenderer (including its constituents), M/s..... (Herein after called the tenderer) for the purpose of submission of the tender documents for the work as per tender no. of Parichha Thermal project, Parichha, Jhansi, do hereby solemnly affirm and state that on behalf of tenderer, including its constituents as under: -

2. I/We hereby declare that I/We have downloaded the tender document from the GeM portal and printed the same. I/We have verified that the contents of the printed document from the website and there is no addition, no deletion or no alteration of the contents of the tender document. In case of any discrepancy noticed at the later stage i.e., evaluation of tenders, execution of work or final payment of the contract, the master copy available with the UPRVUNL shall be final and binding on me/us.
3. I/We the tenderer(s) am/are signing this document after carefully reading the contents.
3. I/We also agree that my/our offer will be evaluated based on the documents/credentials uploaded along with the offer and the same shall be binding on me/us.
4. I/We hereby declare and certify that none of my relative(s) is/are employed in UPRVUNL units.
5. I/We hereby declare that the conditions of the offer submitted by me/us are firm & shall remain valid for four months w.e.f. the date of opening of Part-II of the bid. I/We also agree with the condition that if, I/We withdraw the offer within the period of four months or during the period of execution /completion of the work, EMD deposited against the tender may be forfeited to the UPRVUNL, at the discretion of the latter.
6. I/We shall comply with all state and central Laws, Statutory Rules, Regulations etc., such as : **The payment of wages Act 1936, minimum Wage Act 1948, Workmen compensation Act 1923, Employers Liability Act, Industrial Disputes Act 1947, Employees Provident Fund Scheme, Building & Other Construction Workers Regulation of Employment & Condition of Services Act 1996, Employees Insurance Scheme, Contract Labour (Regulation & Abolition) Act1970, The Carriage by Road Act 2007, Fatal Accident Act 1985, Inter-State Migrant Workmen (Regulation of Employment & Conditions of Services Act, 1979, Model Welfare Code** and other Acts, Rules & Regulation for labour as may be enacted by the Government during the tenure of the contract and having force or jurisdiction at site.
7. I/We hereby certify that I/We will pay the monthly minimum wages to our employees either by cheque or through electronic transfer else the LOI/LOA or contract can be terminated.
8. I/We declare and certify that my/our firm has not been blacklisted by any State Govt./Central Govt. Agency/PSU/Any Regulatory Authorities in India for any kind of fraudulent activities.
9. I/We declare and certify that the information and documents submitted along with the tender by me/us are correct and not made any misleading or false representation in the forms, statements and attachments in support of proof for meeting the qualification requirements. I/We am/are fully responsible for the correctness of the information and documents submitted by me/us. If, any of the certificates/documents submitted by me/us, found to be false/forged or incorrect at any stage, UPRVUNL may forfeit the EMD/SD, cancel/terminate the LOI/Agreement and debar my/our firm from participation in E-Tender of Parichha TPS for a period of minimum one year, at the discretion of the later.
10. If LOI/LOA is awarded in favour my/our firm, it is to declare that I/We shall submit the following documents of PQC Part-B, ***which were not uploaded at the time of bid submission***, duly signed by authorized signatory and the firm's seal, in the office of Engineer in-charge, prior to the execution of agreement or within one month from the date of issue of LOI/LOA, whichever is earlier, failing which UPRVUNL may forfeit the EMD/SD, cancel/terminate the LOI and debar my/our firm from participation in E-Tender of Parichha TPS for a period of minimum one year, at the discretion of the later.

- i. No dues certificate in reference to electricity charges/house rent issued by CMD-III, CMD-IV and CEMD till last financial quarter from the date of PUBLICATION OF TENDER ON E-PORTAL. In case of no allotment of residence/accommodation within the premises of Parichha TPS to the firm then the firm shall submit an affidavit on non- judicial stamp paper of Rs. 100/- as applicable stating that ***“I/We hereby certify that presently no residence/accommodation has been allotted to me /us within the premises of Parichha Thermal Project, Parichha, Jhansi”***.
- ii. Valid Labour license issued by DLC, Jhansi, valid for work in Parichha Thermal Power Station.
- iii. **EPF Registration** Code No. duly issued by EPF office and ECR in connection with EPF deductions in favour of their labour during any month but nor more than **three months old**.
- iv. Proof regarding valid **Group Insurance** of workers.
- v. Proof regarding Proprietorship firm/ Partnership firm (copy of Partnership deed)/ Limited company (copy of Memorandum of Association/copy of registration certificate or Certificate of Incorporation issued by Registrar of Companies).
- vi. The ESIC (Employee State Insurance Corporation) Registration Certificate.
- vii. Police verification/Certificate of character of tenderer/partners by SSP/DM of the District* not older than three years from the date of submission of e-bid. (***Not applicable in case of Limited Company***).
 - ***District- means the district of the registered office of the Firm Or District-Jhansi***
- viii. ***Firm’s Bank Details duly verified from the bank.***

DEPONENT VERIFICATION

I,.....the deponent above named do hereby verify that the factual contents of this affidavit are true and correct. No part of it is false and nothing material has been concealed there from.

Verified at.....on this..... day of.....20.....

DEPONENT

Signature.....

Name.....

WITNESS 1

NAME:

ADDRESS:

AADHAAR No:

[ATTACH COPY OF AADHAAR]

WITNESS 2

NAME:

ADDRESS:

AADHAAR No.....

[ATTACH COPY OF AADHAAR]

BANK CERTIFICATION:

It is certified that the above-mentioned beneficiary holds a bank account no.....

With our branch and the bank particulars mentioned above are correct.

.....
(Signature of Authorized Signatory)

Authorization No.....

Name.....

Date:.....

Place.....

ATTACHMENT-4

**FOR EARNEST MONEY
FORM OF BANK GUARANTEE BOND**

Prescribed vide G.O. No. A-1-5256/X(I)-1962, Dated 05.12.63.

(Applicable to State Bank of India and other Scheduled Bank for Guarantees without deposit of securities up to prescribed limit)

**To,
Dy. CAO, CFA&BO,
PTPP, Parichha
Jhansi (U.P.)**

(The Bank Guarantee to be issued by the Issuing Bank on behalf of Bidder/Contractor/Supplier in favour of Dy. CAO, CFA&BO, PTPP, Parichha shall be in paper form as well as issued under the Structured Financial Messaging System (SFMS). The Details of beneficiary for issue of BG under SFMS platform are furnished below):

SBI A/c No. 10653208048, IFSC- SBIN0006149 (SBI Parichha)

Sir,

Whereas M/s a company Incorporated under the Indian Companies Act having its registered office at at/ a firm registered under the Indian Partnership Act and having its business office at Sri

..... Son of resident of carrying on business under the firm's name and style of M/s at Sri Son of resident of Partners carrying on business under the firm's name and style of M/s at which is an unregistered partnership firm (hereinafter called the Tenderer) has/have in response to your tender notice against Tender Notice No. for issue of Agreement for the work of "....." for a period of two year as per technical scope of work as contended in the offer submitted/intended to be submitted by Tenderer's letter No dated

And whereas the Tenderer is required to furnish a Bank Guarantee for the sum of Rs. as Earnest Money against Tenderer's offer as aforesaid, duly pledged for payment in the name of Dy. CAO, CFA&BO, PTPP, Parichha, Jhansi (U.P.)

And whereas we (Name of Bank) have at the request of the Tenderer agreed to give you this Guarantee as hereinafter contained.

Now therefore, in consideration of the promises we, the undersigned hereby covenant that, subject to Clause (c) below, the aforesaid tender of the Tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender or any extension thereof as you and the Tenderer may subsequently agree and if the Tenderer shall for any reason back out, whether expressly or impliedly, from his said tender during the period of its validity or any extension thereof as aforesaid, we hereby guarantee to

You the payment of the sum of Rs. on demand notwithstanding the existence of any dispute between the Chairman & Managing Director of UPRVUNL and the Tenderer in this regard and we hereby further agree as follows:

1. That you may, subject to Clause (c) below without affecting this guarantee extend the period of validity of the said tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify those conditions or add thereto any further conditions as may be mutually agreed upon between you and the Tenderer.
2. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our bank or in the constitution of the Tenderer.
3. That this guarantee shall commence from the date hereof and shall remain in force till the Tenderer, if his tender is accepted by you, furnishes the security as required under the specifications and executes a formal agreement as therein provided or till the expiry of from the date hereof, whichever is earlier. The period of the validity of the guarantee may be extended for further period, if mutually agreed upon between you and ourselves.
4. That the expression the 'Tenderer' and 'the Bank' and 'Chairman & Managing Director of UPRVUNL' herein used shall, unless an interpretation is repugnant to the subject or context, include their representatives, successors and/or assigns.

Yours faithfully

Dated day of

(Indicate the name of Bank)

**FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)**

To

ADDRESS OF TENDER INVITING AUTHORITY

Sub: NO DEVIATION CERTIFICATE [TENDER NO.]

Dear Sirs,

1. With reference to our Bid proposal No.dated..... for the work of **“Repairing/Replacement of plates and Refractory work of Bottom Ash Hopper and other works like as changing of roller, Rail guide of feed gate system of BAH during overhauling of Unit #4, 2x210 MW, BTPS, Parichha”**., we here by confirm that we comply with all terms, conditions and specifications of the bidding documents read in Conjunction with Amendments(s)/Clarification(s)/Addenda/Errata (if any) issued by the UPRVUNL prior to opening Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.
2. We further confirm that any deviation, variation or additional condition etc. or any mention, contrary to Bidding Document and its Amendments(s)/Clarification(s)/Addenda/Errata (if any) as mentioned at 1.0 above found anywhere in our Techno-Commercial bid and /or Price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to UPRVUNL, failing which the bid shall be forfeited.

Signature:

Printed Name:-.....

(Authorized Person)

Designation:.....

Date:-

Place :-

Company

TECHNICAL/GENERAL TERMS & CONDITIONS

ABBREVIATIONS: (i) Nigam means→ Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd.
(ii) EIC means→ Engineer in-charge

1. **Controlling Officer (Engineer in-charge):** Executive Engineer, AHD, 2x210MW, BTPS, Parichha, Jhansi.
2. **Execution of work:** The job is to be carried out strictly in adherence to the fixed time schedule and manpower as per instruction of the representative of the controlling officer. He will be at liberty to stager the normal duty hours of different employees for utilization of service at any portion of day/night. The contractor will arrange

for suitable substitute against any employee proceeding on long leave absenting for any indisposition. Responsible supervisor should remain in duty round the clock. The contractor shall maintain an attendance Register for the Employees. The Contractor/ Site in-charge/ Supervisor will maintain round the clock available mobile connectivity to receive direction of EIC.

3. **Time of completion**: As per order or indents.
4. **SUBMISSION OF BILLS**: The contractor shall submit all running and final bills in triplicate in the forms approved by the Engineer /Nigam supported with the labour payment wage sheet and GST payment invoices of the said period of the work of the bill. No bill without the paid wage sheet and GST for the subsequent period of work will be accepted for the payment. Final 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 after taking no dues certificate from Civil / Electrical division of Parichha Thermal Power Station.
5. **PAYMENT**: 100% payment shall be made as per Nigam policy against monthly RA bills on presentation of bills in triplicate pre receipted in original copy after statutory deduction as applicable subject to satisfactory completion of the jobs duly certified by the Engineer-in-charge. Submission of the latest GSTR-3B and EPF contribution of their employee's wages payment proofs details along with their tax invoice is mandatory for processing of claim.
6. **INCOME TAX**: It will be deducted as per Govt. Rules.
7. **GST**: GST shall be paid extra as applicable.
8. **SECURITY DEPOSIT**
 - a) The security amount of @ 5% of the order value of work/agreement shall have to be deposited in the shape of FDR/CDR/TDR/Electronically in favour of Dy. Chief Account Office, CFA & BO, PTPP, Parichha by the successful contractors before the starting of the work. **Or**
 - b) The Total security money @ 5% of the order/ agreement value shall have to be deducted from their initial bills.
 - c) The Engineer of the contract has right to ask the contractor to follow any of the above mode of security deposit for which the contractor cannot ask the reason whatsoever to be.

The security money shall be released after the completion period of agreement, but if the contractor fails to perform the work successfully or discontinue the work before completion of the period or the agreement work is discontinued by the department due to poor performance the security money shall be forfeited in that case.
9. **Priority**: The controlling officer or his representative is at liberty to direct the manpower engaged in any job at any time at his own discretion to other place of work of due importance he thinks so far.
10. **Quality of job**: Finished job should conform to manufacturing and/or erection specification and/ or O & M Manual specification or otherwise up to the satisfaction of the controlling officer.
11. **Cleaning of site**: Jobs will be considered incomplete until the work site is made free from scaffolding, scraps, rejects, and the wastes. The party has to clean the site within the mutually agreed time frame given to them. If the work site is not cleaned properly within that period, UPRVUNL reserves the right to get the site cleaned by engaging other agency at the risk and cost of the contractor. The cost for cleaning the site thereby will be recovered from the monthly bill of the contractor.
12. **Power supply to work site**: With prior permission of PTPP authority, the contractor will arrange it from the nearest existing electric supply point provided by UPRVUNL free of cost. All cares must be taken by the contractor to avoid any mishap for the same. Suitable registered /licensed electrician will be engaged for the concerned work.
13. **(a) Structural Steel, Spares & lubricants etc.**: The excess/unused material is to be returned to store at the initiative of the contractor.

(b) Scrap Disposal:- Contractor will arrange weighing at his own cost in presence of PTPP and as per weight invoicing to store division to be ensured by JE/Section holder etc.
14. **Areas of work**: Any job/work area related to interfacing area has to be carried out by the contractor as per the instruction of the controlling officer or his representative.

15. **Responsibility:** It is the responsibility of the contractor to take care in all respect of any materials like spares, structures, lubricants, or others, once handed over to the party for the use of work. For missing, mishandling, bad storing etc. of the materials, UPRVUNL will not be responsible, and in this case UPRVUNL will recover the actual cost against the loss for the same and it will be deducted from the monthly allocation bill of the contractor if the party fails to arrange the damaged/lost material.
16. **Manpower:** The essence of the contract is to ensure cent percent availability of equipments in operating condition and to reduce down time from maintenance point of view and to run the unit with sustained generation. Accordingly, the contractor has to provide adequate /sufficient manpower which will be commensurate to the quantum & quality of work as indicated in the scope of work so that there should not be any lapse or shortage of manpower while carrying out the maintenance work against the contract.
17. However, if situation demands, the contractor has to engage manpower beyond the specified period of general shift. The maintenance work will include servicing / replacement, internal checking, and rectification of equipments as per the scope of work mentioned against the equipments listed herewith and as per instruction of controlling officer. Shifting /placement and alignment of motor and cleaning of equipments in the system are also included in the contract with operation support service contract.
18. **Categories of Manpower:** Should consist of adequate numbers of **Supervisors, highly skilled, Skilled, Semi-Skilled, Un-Skilled workmen** to carry out the maintenance activities under the scope of work. Expert personnel and Highly Skilled, Skilled, Semi- Skilled, Un Skilled workmen including Electrician/tested welder with adequate qualification & experience having appropriate level of acumen are required for the job. Such personnel / workmen are to be inducted by the contractor to carry out the job with entire satisfaction of EIC. Further.
19. **Extra manpower & Non-compliance:** Extra manpower, if needed, as decided by the controlling officer is to be arranged by the contractor to carry out and complete the assigned work within the mutually agreed time schedule without any extra cost to UPRVUNL. Further to above if the contractor fails to carry out any assigned job and EIC feels to carry out the same immediately on urgent basis, in that case EIC has the right to get the job done by engaging any other agency who are capable of carrying out the job at the risk & cost of the contractor and the expenditure incurred will be deducted from his monthly RA bill. The cost for carrying out that assigned job will be fixed as per norms of UPRVUNL for engaging a contractor at his sole discretion on urgent ground. In this regard the contractor will have no right to go for any arbitration. EIC means Engineer in-charge.
20. **Withdrawal of manpower:** In case of any worker/s is/are found hampering the interest of the Nigam and not abiding by the decision of controlling officer or his representative/s in any way, EIC shall have the right to take appropriate action. In such case the contractor shall have to replace such workman/men within 3 days' notice from the UPRVUNL authority and loss incurred for the same if any, shall be borne by the contractor.
21. If anybody amongst the allotted manpower for the purpose of contract is found incapable for a particular job/s, the contractor must immediately replace the person/s by more skilled person/s or may call additional suitable person/s to complete the job within the time schedule with no extra cost to UPRVUNL.
22. **Urgent Availability of manpower:** To combat urgent need, manpower along with technical supervisor / site-in-charge should be at beck and call irrespective of time i.e. day and night. In case for attending a job within a particular time frame as desired by the controlling officer, if additional manpower is required, in that case the contractor will arrange the same within this annual contract with operation support services contract.
23. **Deployment of manpower:** Concurrence of the controlling officer or his representative must be obtained for deployment of manpower to be engaged for a particular assigned job/s. The contractor will also have to arrange manpower in shift for effective utilization in consultation with the representative of the controlling officer. All employees must have valid Photo Gate-pass for PTPP, Parichha to be arranged by the contractor.
24. **Working condition:** Controlling Officer at his discretion may check / examine any of contractor's tools/scaffolding/working condition etc. and if found unsatisfied, he may suspend the job temporarily till the contractor takes proper measure as per the statutory norms. The contractor should provide all safety implements like helmets, shoes, gloves; fall arresters as per nature of job etc. to ropes workers at his own cost & ensure that workers must utilize the same during work & inside the plant premises.
25. **Working hours:** General Shift, Morning Shift: Evening Shift: Night Shift- As per timing applicable in PTPP, Parichha. Along with general shift, shifting duty will be allotted to the part of the workmen/man to carry out

maintenance job under the scope of compulsory package, as per discretion of the controlling officer or his representative. However, manning will have to provide in regular shift /General shift on the basis as advised by the controlling officer or representative. Apart from normal working hours, contractor will attend any breakdown maintenance job, if situation so warrants, within the scope of annual contract or otherwise at the discretion of the controlling officer or representative.

- 26. Office works:** The contractor should maintain an office at site where they will maintain logbook in which daily progress, remarks on healthiness of the equipment and major findings will be recorded. Contractor will maintain day to day manpower strength for monitoring of effective manpower utilization. Apart from this, any allied activities, if required would be taken care by the contractor as per the instruction of the controlling officer. All stationary obligation w.r.t. the work & the workers must be maintained by the contractor & records to be maintained. This is not applicable on short duration contracts.
- 27. Specialist service:** UPRVUNL may call external specialists or external specialist agency as per discretion of controlling officer (for which the cost will be borne by UPRVUNL) for maintenance/ servicing/ overhauling of any equipment under the scope or a part thereof. In that case required manpower assistance and necessary consumables if required are to be provided by the contractor.
- 28. Permit to work:** Before commencing any job permit to work card must be obtained from operation department through the controlling officer or his representative or as directed. The work permit as issued by the respective UPRVUNL authority must be returned to UPRVUNL authority forthwith on completion of the job.
- 29. Completion of job :** On completion of any assignment in all respect the contractor should hand over the Permit Work Certificate after duly filling up of the columns of the said card signed by the concerned officer or as directed by him.

30. Penalty

A. Penalty clause for non-adherence to safety norms/ items.

SL. No	Item	Penalty Per Case
1	Non-Adherence to safety rules/ violation	Rs.200/- per case
2	Delay of distribution of safety items to labours, supervisors, contractors	Rs.50/- per inspection

B. Penalty for non-availability of manpower:

SL. No	Category of manpower	Penalty Per Case
1	Supervisor/Skilled/semiskilled	Rs. 500/- per inspection/man
2	Helper	Rs. 400/- per inspection/man

C. Penalty for Timely Non-completion of Job: The contractor shall complete the work within the period as mentioned in the letter of intent/work indent. If the work is not completed within completion period, then damages for delay (Penalty) @ ½ % per day of the value of the work shall be levied and recovered from the bill/running bill. However, the total penalty shall be limited to 10% (Ten percent) maximum of the total value of work done by the contractor as per indent/ order.

D. Penalty for Non availability of labour at site. (Only relevant point in applicable)

- (a) If labour abandons the workplace without reliever no payment for that shift will be made and if contractors fail to prepare DPR and timely logs then 50% payment for that shift will be deducted from contractor bill.

Facilities to be provided to the Contractor by UPRVUNL as mentioned below: -

(Free of cost unless stated otherwise): (ONLY RELEVANT POINT AS PER NATURE OF JOB IS

APPLICABLE)

- i. Lubricants
- ii. Electric power supply (415 volts) and water required for the work will be supplied by UPRVUNL for the execution of the work at fixed location only from which additional distribution can be arranged by the Contractor at his own cost.
- iii. Water and Compressed air (service air) will be supplied at certain location only for the work assistance from which additional arrangement to be done by the contractor at his own cost.

- iv. EOT crane when available.
- v. Open space shall be provided at PTPP premises by UPRVUNL free of cost for the party to make his own office, stores.
- vi. Subject to availability, facility to utilize UPRVUNL workshop will be provided for execution of contract. Otherwise, the job will be within the Contractor's scope at their risk & cost.
- vii. Medical facility as available shall be provided as per UPRVUNL standard charges and norms.

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Facilities to be provided by the Contractor as mentioned below: -

- viii. **Tools & tackles, measuring instruments and portable equipments:** For execution of work, all required tools & tackles and measuring instruments are to be arranged by the contractor except special ones if any within the contract. Arrangement of welding machines (both generator and portable), portable grinding machine, drilling machines and any other portable machine required for the work at site should be under the scope of the contractor.
- ix. **Consumables:** The contractor shall provide the actually required consumables during the maintenance work such as cleaning agents, common electrode like AWS code- E-7018 & other electrodes as required of UPRVUNL approved manufacturer, DP test kit, Gases like DA, Oxygen, Argon (for welding), Rustolic/Rustoline/WD 40, Prussian blue, thread lubricating and jointing compound, Emery paper, marking paint, waste cloth, grinding wheel, M-seal, Hylomar, Molycolite, lapping compound, Anti ceases compound, scrapper knife, Diesel/Petrol, hacksaw blades, cotton waste, wire brush, kerosene etc.
- x. The manufacturer of the consumables will be decided by the controlling officer or by his representative for better work quality and longevity.
- xi. Scaffolding materials, welding accessories / cutting accessories, TIG welding kits, electrode oven etc. required for the job must be arranged by the contractor at their own cost.

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- 31. **TRANSPORTATION:** The contractor must make his own arrangement for the shifting of materials T & P etc. from his site / Nigam's site store at the site of work. Also, the scrap material or defective materials must be returned to the Nigam's site store by the contractor. The contractor shall carry out the same at his own cost.
- 32. In case of any emergency, the contractor must work on the other place (not specially mentioned / covered in the scope of work) without any extra charges.
- 33. Responsible persons i.e. supervisor or any other persons shall have to be deputed by the contractor at the site who will receive the instructions for the work execution from AE/JE or EE, and the contractor will maintain the register for the instruction given to him from time to time.
- 34. All the safety rules and regulations during the execution of work are agreement shall be observed by the contractor to avoid any miss-happening, fire etc. at his own cost.
- 35. Contractor has to prepare himself to work at the notice of 2 hrs and has to work continuously for the smooth running of the equipment / plant.
- 36. The work shall have to be attended within minimum possible time.
- 37. In case of emergency, adequate manpower shall have to be deployed on the job to complete the job within minimum possible time.
- 38. The contractor will have no right to claim idle labour charges in case of no works assigned to him.
- 39. If the contractor fails to perform the job satisfactorily within specified period, the work will be got done by Nigam by engaging some other agency/ agencies and such expenses incurred by the Nigam with 15% supervisory charges shall be debited to the account of the contractor.
- 40. **TIME OF COMPLETION/TERMINATION**
 - i. The agreement of work initially will be executed as per LOI awarded which may be extended, if required in the interest of Nigam.
 - ii. For un-satisfactory work, the agreement can be terminated after giving a notice of one week. In case of termination of agreement, the earnest money and security money initially deposited may be forfeited.

41. **PRICES:** The prices in Part-II of the tender are to be quoted by firm in all respect for the items of price schedule as mentioned.
 42. **ENGINEER'S DECISION:** To prevent disputes and litigation it shall be accepted as an inseparable part of the contract that in matter regarding material, workmanship, renewal of improper work, interpretation of contractor drawing and contract specifications, made of procedure and the carrying out of the work the decision of the Engineer shall be final and binding on the contractor and in any technical question which may arise during the contract, the Engineer's decision shall be final and conclusive.
 43. **MEDICAL CARE:** The contractor shall be fully responsible for first aid and emergency medical treatment to his employees, necessary arrangement for this purpose shall be made by the contractor at site.
 44. **MEDICAL SUPERVISION:** The medical supervision of the contractor over his employees shall include, anti-malaria measures, vaccination against smallpox, inoculation against typhoid fever and other diseases employees suffering from contagious diseases shall be removed as and when defected to an approved permanent hospital if any case of contagious disease is discovered amongst the Employee it shall be at once report to Engineer of the contract site.
 45. **ACCOMMODATION / CAMP:** Department will provide accommodation in colony to the contractor or their labours, subjected to availability. Contractor has to make his camp office and store at the site without any extra charges. The site for this will be given by the site in-charge.
 46. **LABOUR / Wages to labour**
 - i. As per the Factory Act / Labour Act contractor has to register his labour, in labour office and is required to do the insurance of the labour as per act. The contractor has to follow all the terms and conditions of labour rules and factory rules.
 - ii. Contractor has to pay the wages to his labour as per Labour Act and 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 may fully indemnify against any claims or demands arising out of any
 - iii. Short of payment dispute reference or award. There will be no relation between the payments of running bills of the work with the payment of contractor's 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 to the Labour Enforcement Authority wherever required.
 - d. Adherence labour inaction to state / central Govt. or any basis Govt. Judicial authority of 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 PTPS by any division / Circle as it is only job contract.
 - e. 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.
 - f. 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.
47. **DAMAGE DUE TO NEGLIGENCE:** 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, repay and make good any such damaged work at his own expenses to the full satisfaction of the Engineer of contract. No claim shall be entertained for idle labour due to strike, lock out etc. beyond the control of Nigam.
48. **CONTRACTOR TO FOLLOW SECURITY RULES OF PURCHASER**
 - i. The contractor shall strictly abide by the rules and regulations of security enforced by the purchaser. The contractor shall provide proper identity cards, badges etc. to his employees.
 - ii. The contractor will submit all the details about the labour prior to engagement for the said work to the Engineer of contract.

- iii. The engineer of contract shall reserve the right to debar any labour or person or the contractor from entry to the power station and UPRVUNL is not bound to clarify the reasons to anybody for debarring such Laborers.
49. **COMPENSATION:** For any accident of the contractor's labour, contractor must pay compensation to the labour as per Factory Act/ Labour Act. Departmental / Nigam will not be responsible for that.
50. **NON-COMPLETION OF WORK**
- a. If found that work is not progressing satisfactorily or is not likely to be completed within the stipulated time because of failure of the contractor in case of any irregularity on the part of the contractor. The Nigam may impose the penalty as specified and or forfeit security deposit at specific amount as penalty. The Management/Engineer of contract shall have the right for termination of the contract after a notice of one week in writing and to award the work to any other agency at the risk and cost of contractor.
- b. On cancellation of the contract in full or in part the engineer of contract shall determine what amount, if any is recoverable from the contractor for completion of works or part of the works completed. In determining the amount credit shall be given by the Nigam to the contractor for the value of the work executed by him upon the completion.
- c. Any excess expenditure incurred or to be incurred by the Nigam for completion of the work or part of the works of the excess loss of damages suffered or may be suffered by the Nigam as aforesaid after allowing such credit shall be recovered from any money due to the contractor on any account and if such money are not sufficient the contractor shall be called upon in writing to pay the same within 30 days.
- d. The Engineer of contract shall on such, cancellation have right to carry out the incomplete work by any means on the risk and cost of the contractor.
51. **SAFETY MEASURES:** The contractor shall at his own expense arrange the safety provisions as happened to these conditions or as required or indirectly employed for performance therewith. Protective equipments e.g. Acid proof apron, long boots, Mask/helmets, goggles etc. should be provided to all workmen. Contractor must make above safety measures arrangement at his end.
52. **BEHAVIOUR:** The behaviour of the contractor or his workers should be good with the Nigam's Officer / Staff. For any misbehaviour of the contractor's workers, the contractor has to remove that worker from the site at once and the loss due to misbehaviour incurred if any, has to billed from the contractor bills for the misbehaviour of the contractor, the Engineer of contract reserve the full right to cancel the agreement at once without giving any notice to him and loss due to misbehave shall impose to him and which may be recover by the suitable penalty.
53. **INSPECTION OF WORK AND INSTRUCTIONS:** Time to time inspection will be done by the Nigam's representative /Engineer in-charge. If work is not found up to the mark the same has to be done again without any extra cost. A separate instruction and work register induplicate shall be maintained by the contractor for the work being carried out by him. He will also obtain the signature of the authorized representative of Nigam issuing the instructions to carry out the different work. Finally, the register will be submitted along with the running bill for record in the office of the undersigned. The register shall also be signed by the contractor. The works which are not of regular nature one indent will be given by A.E. concerned to carry out such works. However, the working priorities will be intimated by the Engineer of contract separately.
54. **CORRESPONDENCE AND NOTICES:** The Purchaser/ Engineer shall ordinarily correspond with contractor at the address furnished by the tenderer/ contractor. Any notice to be sent to the tenderer / contractor or by the Nigam shall be sent on the address of the tenderer/contractor. Such notice so sent shall be deemed as good, service and any time required to commence shall be counted from the date on which the notice served on the tenderer / contractor.
55. **NO CLAIM EXTENSION IN THE TIME:** If the contractor request for the time extension, he shall furnish no claim certificate along with his application stating that grant of extension of time shall not form basis for any claim whatsoever. He shall have to complete the work irrespective of the period of extension granted.
56. **START OF WORK:** The work/job have to be started within a notice of 1 Hr. failing which the penalty as per clause will be imposed.

57. **CARES REGARDING THE WORK:** All the cares regarding the cleanliness and to avoid and damage to any property / equipment of Nigam shall be taken by the contractor.
58. **COURT OF JURISDICTION:** For the legal disputes the court of jurisdiction shall be the district court of Jhansi and Hon'ble High Court of Allahabad.
59. **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.
61. **VARIATION OF WORK:** The actual value of work may vary \pm 10% of the order value / agreement value OR as per site requirement.
62. All other terms and conditions given in the standard form-A and B of erstwhile UPSEB, adopted by UPRVUNL and any amendment issued by the Nigam time to time, shall also be applicable in addition to the above. In case of any contradiction between any of the conditions mentioned in Form A and those mentioned in Special/Technical and General terms & conditions then the provisions made in the terms and conditions of later shall override.
63. **Damage to men & material:** - The contractor shall be wholly and solely responsible for any damage caused to men or material during the execution of the work and shall have to pay **Rs 10.00 Lakh (Rupees Ten Lakh Only)** as compensation as per **355/O.S./UNL/2025-10 O.S./2022, Dated 20.03.2025** liabilities arising there from.
- All other term & condition shall be as per General Terms & condition of UPRVUNL Form A &B as per the applicable.

Any dispute related to the awarded contract/agreements purchase order/works orders and request for proposal etc. whether for Capital works or O&M works shall be settled as per "UPRVUNL Dispute Resolution Mechanism"

UPRVUNL DISPUTE RESOLUTION MECHANISM

"Government of India vide this OM no.& F-1/2/2024 PPD dt, June 3rd, 2024, has issued guidelines regarding arbitration and mediation in contract of domestic public Procurement. Which are applicable to Central Government ministries/Department, attached/subordinate offices and autonomous bodies, Central public sector enterprises including Banks & 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 falls under the jurisdiction of UPERC, CERC, Appellate tribunal for electricity or any other regulatory commission under the Electricity Act 2003.
 2. 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.
- (i). Dispute with value up to Rs 10 crore will be dealt in the following manner.**
- (a) In case of disputes with value up to 10 crores. 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 experts, 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) is/are not satisfied by the proposed solution they may refer the matter to a conciliation committee of independent Expert (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 officers of the rank of principal security 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 chief Engineer L-1 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 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 is 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 (HCL) as mentioned here in after.

3. 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/vender 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 see necessary advice/input from domain expert, finance expert and/or legal experts 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 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)/vender(s) is/are not satisfied by the proposed solution they may refer the matter to a High-level committee (HLC).

d. In order to deal with such disputes, one or more HLCs may be setup 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.

4. 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.

5. 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.

Note:- The dispute resolution through arbitration under Arbitration and conciliation act 1996 shall not be applicable and shall be considered deleted from the tender documents/contract/purchase order, if mentioned anywhere by oversight and instead UPRVUNL Dispute Resolution Mechanism as described above shall prevail/supersede.

CONDITIONS FOR TERMINATION OF THE CONTRACT

1. Subletting of contract, bankruptcy etc.
2. If the contractor leaves the work during the running contract, the Engineer in charge will get the work executed through other agency debiting from the contract's account, the actual charges incurred and 20% thereon as overhead charges or the contract rate plus 20% thereon as overhead charges whichever is greater.
3. If the contractor is not able to cope up with the work assigned to him or does not engage sufficient workman and work has to be done departmentally or through other agency frequently causing dislocation of work.
4. The contractor acts in contravention of the terms and conditions of the contract.
5. Under any one or more of the above conditions, the notice for termination of the contract may be served on the contract. The contract will automatically be deemed as terminated after the expiry of 07 days from the date of serving of the notice. During the period of notice the contractor will be responsible of any liability for work.