

# **U.P. Jal Vidyut Nigam Limited,**



## **TENDER DOCUMENT FOR**

- NAME OF WORK** :- Complete Operation of Babail Power House (2x1.5 MW) along with Minor Maintenance works for a period of One year.
- TENDER NOTICE NO.** :- T- 23/HGD/2022-23

**OFFICE OF THE EXECUTIVE ENGINEER  
HYDEL GENERATION DIVISION, KHARA BADSHAHI BAGH.  
U.P. JAL VIDYUT NIGAM LTD.  
BADSHAHIBAG, SAHARANPUR – 247122**

**कार्यालय अधिशासी अभियन्ता, जल विद्युत उत्पादन खण्ड**  
**उ0प्र0 जल विद्युत निगम लि0, खारा-बादशाहीबाग, सहारनपुर उ0प्र0।**  
**पंजीकृत एवं कार्पोरेट कार्यालय:- 12वाँ तल शक्ति भवन विस्तार, 14 अशोक मार्ग, लखनऊ।**

पत्रांक.....

दिनांक:

निविदा सूचना

सरकारी विभागो/निगमों में कार्यरत, समान कार्य के अनुभवी ठेकेदारों/फर्मों से निम्नलिखित कार्य हेतु दिनांक 14.11.2022 तक अपरान्ह: 3:00 बजे तक वेबसाईट **e-tender.up.nic.in** पर **e-tendering** के माध्यम से निविदाये आमन्त्रित की जाती है। निविदा सम्बन्धी समस्त अभिलेख **e-tender.up.nic.in** की वेबसाईट पर दिनांक. 17.10.2022 अपरान्ह: 03:00 बजे से दिनांक 14.11.2022 तक अपरान्ह: 03:00 बजे तक उपलब्ध रहेंगे, जहाँ पर ठेकेदारों द्वारा वेबसाईट पर ऑन लाईन अपनी निविदा दरें (मय टैक्निकल/फाइनेंशियल) डाली जायेगी। निविदा हेतु निर्धारित धरोहर धनराशि **RTGS/NEFT** के रूप में तथा निविदा मूल्य **RTGS/NEFT** के माध्यम से "अधिशासी अभियन्ता जल विद्युत उत्पादन खण्ड खारा-बादशाहीबाग, सहारनपुर के **(Punjab National Bank** के खाता संख्या **1019001100000016** एवं **IFSC- PUNB0101900)** में जमा कर साक्ष्य के रूप में यू0टी0आर0 सं0 की प्रति ईंटेण्डर प्रपत्रों के साथ ईंटेण्डर पोर्टल पर अपलोड करना अनिवार्य होगा। ऑन लाइन टैक्निकल बिड दिनांक 15.11.2022 को अपरान्ह 12:00 बजे खोली जायेगी। टैक्निकल बिड क्वालीफाई करने वाले ठेकेदारों की ही फाइनेंशियल बिड खोली जायेगी। निविदाओं को बिना किसी कारण बताये निरस्त करने का अधिकार अद्योहस्ताक्षरकर्ता के पास सुरक्षित रहेगा। निविदा से सम्बन्धित विवरण निम्नवत् है:-

क्रम सं0	निविदा संख्या	कार्य का नाम	आगणन की धनराशि (लाख रु0 में)	धरोहर राशि (रु0 में)	टेण्डर का मूल्य (रु0 में कर सहित)	कार्य अवधि
1.	T-23/HGD/2022-23	Complete Operation of Babail Power House (2x1.5 MW) along with Minor Maintenance work for a period of one year	17.29	35000.00	2360.00	12 माह
2.	T-24/HGD/2022-23	Supply, Installation, Testing and Commissioning of 01 No., 110V DC, 200 AH Battery set of 55 cells (2V each lead acid plate type) at Babail PH	6.72	13500.00	950.00	90 दिन
3.	T-25/HGD/2022-23	Hiring of 03 No. vehicle (Tata Sumo/Mahindra Bolero Model 2016 or later) for One No. for SE, HGC Khara, One No. for E.E HGD Khara and One No. for Khara Power House Maintenance duty	8.43	17000.00	1180.00	12 माह

अधिशासी अभियन्ता

## Index

Sl. No.	Particulars	Page No.
1	Tender Notice	1
2	Instruction to the Tenderer	2-3
3	Prequalifying Condition of tender	3-5
4	Declaration	6
5	Validity Agreement	7
6	Technical Specification	8-9
7	Special Condition of the Tender	10-14
8	Special Terms & Condition Part- II	15-16
9	Bill of Quantity	17

## INSTRUCTIONS TO TENDERS

<b>Tender No.</b>	<b>:- T- 23/HGD/2022-23</b>
<b>Name of work</b>	<b>:- Complete Operation of Babail Power House (2x1.5 MW) along with Minor Maintenance works for a period of One year.</b>
<b>Estimated cost</b>	<b>:- Rs. 17.29 Lac.</b>
<b>Tender Cost</b>	<b>:- Rs. 2360.00</b>
<b>Earnest Money</b>	<b>:- Rs 35000.00</b>
<b>Period</b>	<b>:- 12 Month</b>

### **1. Geographical Situation of site :**

#### **A. Belka Power House :-**

2x1.5 MW capacity (Hydro) Power House, Tahsil Behat Distt- Saharanpur, about 25 km far from Saharanpur city towards Saharanpur-Yamunotri Road, Nearest Railway station is Saharanpur.

#### **B. Babail Power House :-**

2x1.5 MW capacity (Hydro) Power House, Village Babail Tahsil Behat Distt- Saharanpur, about 15 km far from Saharanpur city towards Saharanpur-Yamunotri Road, Nearest Railway station is Saharanpur.

2. The bidders are requested to make themselves fully conversant with the scope of work seeing working site, technical specification, general terms and conditions as per terms and conditions for the work contract for UPJVNL special terms and conditions etc. before submission of the tender and thereafter they should quote their rates in price schedule accordingly so that no ambiguity at later stage arise.
3. The tender must be submitted in two parts, known as part-I (pre-qualifications for opening of Part-II) and part-II (price bid) part-I of the tender shall be opened electronically in the presence of bidder's representatives, who choose to attend at the prescribed venue, date and time mentioned in tender notice. Part-II of tender shall be opened after the approval given by SE for only those bidders who have fulfilled the pre-qualifying conditions of the tender on the basis of documents submitted in Part-I of the tender opening date of the Part-II shall be informed later. Time of open the part-II will be remain same as in part-I , Part-II of the tender shall be opened electronically in the presence of bidder's representatives, who choose to attend at the prescribed venue, date and time.
4. A) E-bids (Technical and Financial) must be submitted by the bidders at e-procurement [website http://etender.up.nic.in](http://etender.up.nic.in) not later than as prescribed date and time in tender notice.  
b) The purchaser may at this discretion, extends this deadline for submission of bids by amending the bid documents.
5. **Late Bids**  
The server time indicated in the bid management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the bid submission activity will be allowed till the permissible date and time schedule in the bidding. Once the bid submission period is over, the bidder cannot submit their bid. Bidder has to start the bid submission well in advance so that submission process is completed within the scheduled period. Failing which it shall be the bidder's responsibility.
6. **withdrawal and resubmission of E-bids**
  - a. At point of time a bidder may withdraw their bid submitted online before the bid completion of bid submission period.
  - b. The bidder has to request the purchaser with a letter, attaching the proof of withdrawal and submission of bid security/EMD in the office of purchaser for taking back the bid security EMD as per the manual procedure.
  - c. The bidder can resubmit their bid as and when required till the scheduled bid submission end date and time. The bid submitted earlier will be replaced by the new one. The bid security submitted by the bidder earlier will be used of revised bid and the new bid submission summary generated after the successful submission of the revised bid will be considered for evaluation purpose.

- d. The bidder can submit their revised bids as many times as possible by up loading their bid documents within the schedule period for submission of e-bids.
- e. No bid can be resubmitted subsequently after the period for submission of bids is over.
7. Bidders are advised to study the bid document carefully. Submission of bids against the tender notice shall be deemed to have been done after careful study and examination of the procedure, terms and conditions stipulated in the bid documents with full understanding of its implications.
8. The bid document is available at e-procurement website <http://etender.up.nic.in> interested bidders may view, download the bidding document, seek clarification and submit their bid online up to the prescribed date and time through uploading on e-procurement website <http://etender.up.nic.in>.
9. The bidders are required to submit the cost of tender document as stated above through of RTGS/NEFT in account of Executive Engineer Hydel Generation Division Khara Badshahibagh Saharanpur (U.P.) **(Punjab National Bank A/c No. 1019001100000016 & IFSC- PUNB0101900)**.
10. All bids must be accompanied by a bid Earnest Money Deposit in the form of RTGS/NEFT in account of Executive Engineer Hydel Generation Division Khara Badshahibagh Saharanpur (U.P.) **(Punjab National Bank A/c No. 1019001100000016 & IFSC- PUNB0101900)**. The scanned copy of bid document fee Tender Cost & Earnest money must be up loaded electronically along with all the bid documents. The original of bid document fee, Earnest money with copy of all other required certificates and document should be furnished to the office of the Executive engineer Hydel Generation Division Khara Badshahibagh Saharanpur (U.P.) within schedule time. Failing which the bid shall not be considered/opened & is liable to be rejected.
11. The bids shall be electrically opened in the presence of bidder's representatives, who choose to attend, at the prescribed venue, date and time mentioned above.
12. The purchaser reserves the right to cancel any all the bids/annual the bidding process without assigning any reason thereof.
13. In the event of date specified for bids opening, being declared a holiday then bid shall be opened on next working day at schedule time.
14. All the required document shall be submitted/uploaded by the bidder electrically in the PDF format. However, the financial bid should be submitted in the XLS format.
15. No deviation from the Technical specification & Technical conditions shall be acceptable. The price bid of only those firms shall be opened who shall fulfill following pre-qualifying conditions. The tenderer are requested to submit the following document in support of the same in part-I of the tenders, failing which part-II (Price bid) of the tender shall not be opened.

**A Tender Bid Part-I**

**PRE-QUALIFYING CONDITIONS OF TENDER**

**Name of work:** Complete Operation of Babail Power House (2x1.5 MW) along with Minor Maintenance work for a period of one year.

**Tender Specification:** T-23/HGD/2022-23

The price bid of only those firms shall be opened who shall fulfill following prequalifying conditions: -

1. Tenderers shall have to deposit the requisite amount of tender fee, earnest money as per tender notice in the desired shape. Any mode of transaction other than as mentioned in tender notice will not accept. Tenderer has to upload the receipt of the transaction.
2. The agreement on non-judicial stamp paper of Rs. 100/- or as applicable from time to time regarding validity of the offer on prescribed Performa with the signature of two witnesses specifying their name, profession and complete postal address.
3. Latest Income Tax clearance certificate/Return file for FY 2020-21 or later.
4. Copy of Labour license/registration issued by DLC valid for work in Hydro Power Stations.

Or

In case Labour license issued by any other DLC valid for work other than Hydro Power Stations, 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 favor : -

“We shall submit Labour license issued by DLC valid for Hydro Power Station within 30 days after issue of LOI, failing which LOI issued may be canceled and any penalty imposed by UPJVNL shall be acceptable.”

Or

Undertaking if not applicable.

5. Self-Attested latest financial turnover of the firm issued by the Bank/Chartered Accountant. Average annual financial turnover during the last 3 years ending 31st March 2022 should not be less than 5.20 Lacs (30% of estimated cost).
6. Copy of Agreements executed in different Power Stations of SEB/UPJVNL/ NHPC/THDC/any other Government/Public sector Hydro Generating plant, not less than 03 MW which shall be experience of having successfully completed operation and minor maintenance work for minimum one year during last 5 year ending March 2022 and should fulfill either of the following: -

Self-attested copy of three similar natures of successfully completed works amounting not less than 7.00 Lacs (40% of estimated cost) for each work.

Or

Self-attested copy of two similar natures of successfully completed works amounting not less than 8.70 Lacs (50% of estimated cost) for each work.

Or

Self-attested copy of one similar nature of successfully completed work amounting not less than 13.90 Lacs (80% of estimated cost) for the work.

7. The firm shall submit at least one certificate for successful completion of similar nature of work for atleast 1 year.
8. A copy of partnership deed in case a tenderer is partnership firm. In case of limited company, a copy of registration certificate issued by the Registrar of Companies.
9. Self-attested copy of valid group insurance.
10. Self-attested copy of EPF Registration **or** undertaking if not applicable.
11. Self-attested copy of 15 digits PAN based computerized GST registration certificate.
12. Self-attested copy of character certificate issued by SP/DM.
13. Self-attested copy of latest No Dues Certificate regarding house rent and electricity charge from the concerned civil division & electricity division of Khara Hydro Power Station (UPJVNL) Khara-Badshahibagh, Saharanpur **or** undertaking if not applicable

**NOTE: The tenderers are requested to submit the above documents in Part –I of the tender, failing which Part –II (Price –bid) of the tender shall not be opened.**

**(Chandra Bhan Prasad)  
Executive Engineer**

## **B Tender Bid Part-II**

1. This part of the tender will contain price bid only, part-II of tender shall be opened after approval given by SE ,HGC, Khara for only those bidders who have fulfilled the pre-qualifying conditions of the tender on the basis of documents. Submitted in part-I of the tender. Opening date of the part-II shall be intimated later. Time to opening part-II of tender will be remain same as in part-I. part-II of the tender shall also be opened electronically in the presence of bidder's representatives. Who choose to attend, at the prescribed venue, date and time.
2. Rate should be quoted in figure & words exclusive of service tax in prescribed xls. sheet. (i.e BOQ). If there is a discrepancy between words and figures, the amount in words will prevail, GST shall be paid extra at actual as legally applicable.
3. The earnest money of un-successful bidders of the tender shall be returned to them after finalization of tender.
4. All the terms and conditions of UPJVNL form 'A' And 'B' will also be applicable.
5. Conditional offer will not be accepted in any case and will be rejected immediately.
6. No request for consideration of earnest money from pending bills/security money/EMD shall be entertained. And no tenderer can exempted from submission of EMD.
7. **Validity of Offer:-** The tender submitted by the bidders must valid for a period of 6 months from the date of opening of tender.

### **Other condition in regard to E-tender.**

- I. If the opening date happened to be a holiday then the tender shall be opened on the next working day at the same time as mentioned in tender notice.
- II. After awarding the LOI, if any thing comes in to notice regarding false documents submitted for getting the tender or bidder involved in mafia activity or threatened other bidders or entrapped other bidder in participating in tender, the tender shall be cancelled and any loss to the Nigam on this account shall be responsibility of the contractor, in such cases action to be taken as deemed fit.
- III. It may be noted that no request for extension in the due date of tender opening shall be entertained.
- IV. UPJVNL may revise or amend the specification, drawing or any other documents forming part of the tender documents prior to the date notified for opening of the tenders. Such revision or amendment, if any will be communicated to all the tenderers as amendment to this invitation of tenders, in time.
- V. The tenderer to whom the work is awarded, shall execute a written agreement as specified above, with the department /UPJVNL, on 100/- Rupees non-judicial stamp paper. (Purchase by the contractor in his own name/ firm), after intimation by this office.
- VI. If any tenderer's rates are accepted and he does not turn up for agreement even after intimation the earnest money submitted by him will be forfeited.

Executive Engineer

Signature of Contactor  
With seal

# **DECLARATION**

## **TENDER FORM**

### **Name of the work:**

**From:**

**To,**

#### **The Executive Engineer**

Hydel Generation Division

U.P. Jal Vidyut Nigam Ltd.

Khara Badshahibagh Saharanpur U.P.

Dear Sir,

With reference to your invitation of tender for the above, I/We hereby offer to U.P. Jal Vidyut Nigam Ltd. The items in the schedule of price rate to the satisfaction of the purchaser or in default thereof-forfeit to pay to U.P. Jal Vidyut Nigam Ltd. The sum of money mentioned the said conditions.

The rates quoted are net and firm and in full satisfaction of all claims.

I/We agree to abide by this tender for a period of six months from the date fixed for opening of the same.

**A sum of Rs.                      In the form of                      as earnest money** in favour of the “Executive Engineer, Hydel Generation Division, U.P. Jal Vidyut Nigam Ltd. Khara Badshahibagh Saharanpur” is enclosed full value of which clause (3) of the said condition of contract.

I/We hereby undertake and agree to execute a contract in the form annexed here-to in accordance with the conditions of contract.

Dated:

Your’s Faithfully

Witness:

Signature of Tenderer in full  
With seal



## **Technical Specification**

**Name of work:** - Complete Operation of Babail Power House (2x1.5 MW) along with Minor Maintenance works for a period of One year.

**Tender Specification:-** T-23/HGD/2022-23

### **Operation works of 2x1.5MW Hydro Machine of Babail Power House**

- a. Operation of auxiliaries of units round the clock both in idle as well as running condition as per OEM operation manual.
- b. Keeping the machine in ready to start position round the clock by maintaining various parameters.
- c. Rolling the unit, building up voltage & synchronizing the units after obtaining the instruction from concerned AE/JE
- d. Loading the machines as per water available in the canal/instruction of concerning AE/JE.
- e. Keeping strict vigil on the various electrical/mechanical parameters of the Generator /turbine and maintaining them strictly as per OEM manual.
- f. Recording all the operation /events in control room log book.
- g. Recording the various parameters in the Generator /turbine /other accessories log book.
- h. Normal/emergency closing of units in case of grid failure / any operational problem.
- i. Ensuring safe operation of units and auxiliaries.
- j. Round the clock operation of dewatering pump.
- k. Operation of Fish valley gates, Intake gate, Draft tube gate and Diesel Generator sets as per requirement.
- l. Switchyard operation viz. opening/closing of circuit breaker and isolators.

### **Minor Maintenance works of 2x1.5MW Hydro Machine of Babail Power House**

- a. Filling /topping up oil into governing system/bearing /gear boxes/breakers/ other accessories.
- b. Replacement of damaged stud, nut bolts related to machines either inside or outside the machine for satisfactory operation.
- c. Replacement of glands, seal and packing etc.
- d. Attending leakage from oil/water pipes by replacing gasket & hardware.
- e. Repairing of dewatering pumps if possible at site.
- f. Repairing of various motor starters, contactors, relay etc if possible at site.
- g. Maintenance of illumination system and station battery set.
- h. Repairing of circuit breakers, isolators if possible at site.
- i. Maintenance of burnt /damaged cables including cable boxes.
- j. Maintenance of CT, PT & LA and jumpers in switchyard.
- k. Replacement of panel indication bulb, switch, diode, meter etc.
- l. Replacement of broken bolts of turbine hollow shaft, runner operating shaft, TGB etc. Any other related minor maintenance not cover above shall be deemed cover under scope of work.
- m. Attending break down of 33 KV line from Babail Power House to 220 KV Kalsia sub-station.

Note :-

1. Any other work related to machine which is found essential for the satisfactory operation of machine shall be done by the firm as per the instruction of Engineer In-charge
2. The material used in maintenance work will be provided by the department free of cost.
3. Possibility of the execution of above said work or any will be decided by the Engineer In-charge
4. The T&P for the above works are available at Power House if not then same shall be arranged by the Contractor at their own cost. The contractor will be fully responsible for loss of Generation due to non-availability of Staff or T&P and same shall be recovered from their future bills.

(Chandra Bhan Prasad)  
Executive Engineer

# **SPECIAL CONDITIONS OF THE CONTRACT**

## **(Part I)**

**Name of work :-** Complete Operation of Babail Power House (2x1.5 MW) along with Minor Maintenance works for a period of One year.

**Tender Specification:-** T- 23/HGD/2022-23

These special conditions of the contract shall be read and construed along with the annexed general conditions of contract form “A” (modified by the provision here of) but if, there is any conflict or inconsistency between the provision hereof and those contained in general condition, the special conditions shall prevail.

**1. SCOPE OF WORK :-**

The scope of work involved, will be as per schedule of rates & quantity and technical specification as enclosed.

**2. TIME FOR COMPLETION:-**

The work covered under scope of work shall be carried out for 12 Months (One Year) from the date of start of work.

**3. DATE OF START OF WORK:**

The date of start of work under this contract shall be intimated by SDO (Babail), Khara Power House in writing who will supervise the work.

**4. LEVY OF PENALTY:-**

The contractor will have to deploy staff in case of non deployment of any staff a penalty of Rs. 500.00 Per staff per day per shift be levied if there is any Generation loss due to non deployment of staff extra penalty of 0.5% of contract value for each day. Shall be levied.

**5. VARIATION IN QUANTITY OF WORK:-**

The quantities are approximate and may vary  $\pm 10\%$  as per site requirement.

**6. ACCIDENT/ DEATH OF WORKER:-**

The contractor shall be responsible for payment of accidental benefit and compensation in case of death of any worker engaged by him, as per provision of rules/ order of the govt. under the compensation act, No. liability whatsoever will be acceptable by the U.P. Jal Vidyut Nigam Limited.

**7. INSURANCE :-**

As per Sl. No. 22 of Form “A”.

**8. PERMISSION FOR ENTERING INTO POWER STATION:-**

The contractor shall obtain permission cards for himself and for his other engineers and staff/workers to enter into power station premises/ area for execution of the work. The contractor shall take full responsibility for the good conduct of his staff/ workers engaged for the execution of the job.

**9. TERMINATION OF THE CONTRACT :-**

The contract can be terminated at any time in case it is found that the work is not being carried out to the satisfaction of the engineer-in-charge or the satisfaction of his representative. Under such condition, the complete work will be got done through a other agency and all such extra expenditure incurred will be debited to the contractor’s account.

**10. TRANSPORTATION OF MEN & MATERIAL:-**

Contractor will make his own arrangement for the transportation of his men and material to work sites and back. Site storage facility will be provided to the contractor free of cost.

## **11. TAXES :-**

- (a) Income tax, as applicable, shall be deducted from the bill.
- (b) W.C.T as legally applicable on the date of payment shall be deducted from the contractor's bill on all the works as specified in the above notification.
- (c) GST will be paid extra as per the rule (If applicable) if the firm is registered with appropriate authority.

## **12. ELECTRICAL ENERGY**

- (a) Free accommodation if available near site for the staff/ worker of the contractor shall be provided by the U.P. Jal Vidyut Nigam Limited.

## **13. TERMS OF PAYMENT:-**

- (a) 90% payment shall be released against running bill of the contractor.
- (b) Balance 10% payment shall be released at the end of 1 month from the date of completion of work or 100% payment shall be released on submitting FDR/CDR of balance 10%.

## **14. RATES :-**

- (a) No escalation of rate over the finally accepted rates for escalation of the work shall be allowed during the pendency of contract.

## **15. NOTICE TO CONTRACTOR :-**

Any notice to be given to the contractor may if the UP JVNL Engineer think fit be posted to his address or handed over to his authorized representative and such posting or acknowledgement shall be deemed to have been served such notice and the time mentioned and the general conditions for doing any act after notice should reach him in normal course.

## **16. AGREEMENT :-**

The successful tenderer shall have to execute an agreement for completing the work according to these specifications on Stamp Paper worth Rs. 100.00 only which will be provided by him at his own cost within ten days of receipt of letter in this reference.

## **17. NOTICE TO CONTRACTOR :-**

If work allotted /awarded to you /your firm a affidavit on stamp paper of Rs. 10.00 is to be submitted by you for exemption of stamp duty.

## **18. LIMITATION OF THE CONTRACTOR'S LIABILITY TOWARDS THE NIGAM**

- (a) Except in case of gross negligence or willful misconduct on the part of the Contractor or on the part of any person or firm acting on behalf of the Contractor in carrying out the Services, the Contractor, with respect to damage caused by the Contractor to the Nigam's property, shall not be liable to the Nigam:
  - (i) for any indirect or consequential loss or damage; and
  - (ii) for any direct loss or damage that exceeds (a) the total payments for Works expected to be made to the Contractor. (b) the total payments that the Contractor may be entitled to receive from any insurance maintained by him to cover such a liability, whichever of (a) or (b) is higher.
- (b) This limitation of liability shall not affect the Contractor's liability, if any, for damage to Third parties caused by the Contractors or any person or firm acting on behalf of the Contractor in carrying out the Services.

Stipulations at (a) & (b) above are subject to Applicable Law.”

## **19. DISPUTE SETTLEMENT**

### **Right to Arbitration**

Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably within 30 (Thirty) days after receipt by one party of the other party's request for such amicable settlement, may be submitted by either party to arbitration in accordance with the provisions of Clauses (i) through (v) hereafter.

**(i) Selection of Arbitrators**

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either party may apply to the President, Institution of Engineers India, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike out names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner with sixty (60) days of the date of the list, the president, Institution of Engineers, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- b) Where the Parties do not agree that the dispute concerns a technical matter, the Nigam and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- c) If, in a dispute subject to Clause 21.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

**ii) Rule of Procedure**

Arbitration proceeding shall be conducted in accordance with provisions of the Indian Arbitration and Reconciliation Act, 1996 or any statutory modification thereof.

**iii) Substitute Arbitrators**

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

**iv) Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through a(c) of Clause 21.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

**v) Miscellaneous**

In any arbitration proceeding hereunder:

- a. Proceedings shall, unless otherwise agreed by the Parties, be held in the court of competent jurisdiction under the High Court of Judicature at Allahabad.
- b. The English language shall be the official language for all purposes.
- c. The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is not such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

**20. OTHER TERM AND CONDITIONS:-**

- (a) The contractor shall remain liable to remove the defect that may develop in the works arising solely from the faulty workmanship.
- (b) The engineer-in charge shall have the right object employment or presence of any person, labour employed by the contractor for non compliance, negligence, misconduct of being considered

undesirable in the interest of work and of receipt of such of objection, the contractor shall be bound to remove such person from the work areas.

- (c) The contractor shall not be entitled for any claim caused by removal of person(s) as aforesaid.
- (d) All the specification in respect of all the item are subject to alternations as per direction in writing of the Engineer-in-charge. In case of any dispute regarding specification, the decision of Executive Engineer, Hydel Generation Division Khara Power House, Badshahibagh (Saharanpur) shall be final and binding.
- (e) Old and used parts and scrap after replacement work shall be returned to department (contractor will hand over the old and used part to junior engineer in charge.) Otherwise cost of same shall be deducted from the contractor's bill.
- (f) All spots of paint, oil, grease etc. on the floor should be cleaned after completion of minor maintenance work.
- (g) Each part shall be properly match marked to ensure correct re-assembly and alignment of all parts.
- (h) The contractor shall be responsible for the safe custody of the equipment during operation and maintenance work till the date of handing over the machine to Nigam.
- (i) The contractor will have to deploy skilled labour as Technicians 04 Nos, Helper unskilled 04 Nos. skilled labour as Technicians Electrical 01 No., skilled labour as Technicians Mechanical 01 No., & Helper semiskilled 02 Nos., Sweeper 01 No. The competent staff should be enough to running the plant safely. It shall be the responsibility of the contractor to satisfy the Engineer of contract regarding competency of staff.
- (j) The contractor will observes the factory act and labour laws. The Nigam will not be responsible for any compensation of man & material.
- (k) The Executive Engineer reserves the right to cancel any part of full tender without assigning any reason thereof.

**21. THE RISK AND THE COVERAGE TO BE TAKEN BY THE CONTRACTOR SHALL BE AS FOLLOWS:**

- a) The contractor shall be fully responsible for any sort of accident or injury to the labour while on duty and he will take all possible measures to ensure that no such event is occurred. However, in case of any accident of any nature, during the execution of the above work, the department will not be held responsible or liable to make any compensation to contractor's labour.
- b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Contractor or their Personnel or any Sub- Contractor or their Personnel. With a minimum coverage of \* \_\_\_\_\_.\*
- c) Third Party liability insurance, with a minimum coverage of \* \_\_\_\_\_.\*
- d) Worker's compensation insurance in respect of the Personnel of the Contractor and of any Sub-contractor, in accordance with the relevant provisions of the Applicable law to cover life, health, accident, travel or other insurance as may be appropriate;
  - Insurance against loss of or damage to (i) the Contractor's property/ equipment/instrument etc. used in the performance of the Services.
  - Transit insurance of equipment being supplied.
  - Insurance of equipment during storage, erection, commissioning up to handing over.

---

Note:\* Minimum insurance coverage as considered appropriate may be filled in at the time of award of contract and whatever is not applicable may be deleted.

**Executive Engineer**

## SPECIAL TERMS & CONDITION

### (PART –II)

#### बबैल जल विद्युत परियोजना, जिला सहारनपुर क्षमता (2×1500 KW) पर उत्पादन हेतु परिचालन एवं अनुरक्षण व रखरखाव की विशेष शर्तें

1. फर्म को अपने कर्मचारियों जिन्हें पावर हाऊस पर विभिन्न कार्यों हेतु लगाया जायेगा का रजिस्ट्रेशन लेबर अधिनियम के प्राविधानों के अनुसार कराना अनिवार्य होगा तथा कर्मचारियों को उसके पद/योग्यता अनुसार न्यूनतम वेतन अधिनियमों के प्रावधानों के अन्तर्गत वेतन प्रति माह की 7 तारीख तक देना अनिवार्य होगा।
2. पावर हाऊस की लगी समस्त वाटर कूलिंग उपकरणों जैसे टरबाइन, बियरिंग, गियर बॉक्स कूलिंग, जनरेटर बियरिंग के पानी का विशेष तौर से फर्म ध्यान रखेगी तथा यथासम्भव प्रयास करेगी कि अपर्याप्त कूलिंग की वजह से कोई क्षति इत्यादि न हो अगर निगम को महसूस होता है कि फर्म की लापरवाही से या अपर्याप्त कूलिंग की वजह से बियरिंग इत्यादि क्षतिग्रस्त हुई हैं तो उसकी क्षतिपूर्ति हेतु सामग्री की धनराशि का समायोजन फर्म के शेष बीजकों से कर लिया जायेगा।
3. फर्म द्वारा सामग्री तथा टी एण्ड पी. इत्यादि पर एक स्थान से दूसरे स्थान को लाने ले जाने इत्यादि पर किया जाने वाला खर्च का भुगतान निगम द्वारा नहीं किया जायेगा एवं कार्य सम्पादन हेतु जो टी. एण्ड पी. विभाग के पास उपलब्ध नहीं होगी उस टी. एण्ड पी. की पूर्ण व्यवस्था करने का पूर्ण उत्तरदायित्व फर्म का होगा। निगम द्वारा उपलब्ध करायी गयी टी0 एण्ड पी0 का सम्पूर्ण उत्तरदायित्व सम्बन्धित फर्म का होगा।
4. फर्म का यह दायित्व होगा कि निगम द्वारा उपलब्ध कराये गये परिचालन एवं मरम्मत इत्यादि के रजिस्ट्रों एवं लॉग बुक का प्रतिदिन आँकड़े भरकर पूर्ण कराये एवं शिफ्ट चैक शेड्यूल रजिस्टर को भी रोजना पूर्ण करके विभाग के अवर अभियन्ता/ सहायक अभियन्ता अथवा अन्य अधिकारियों के मांगने पर प्रस्तुत करना होगा। फर्म का यह भी दायित्व होगा कि कोई भी मशीन/ संयंत्र खराब होने की स्थिति में उसका सम्पूर्ण इतिहास मशीन/संयंत्र पुनः चालू होने तक एक रजिस्टर पर अंकित करना होगा जिस पर विभाग का स्वामित्व होगा।
5. यदि फर्म की कार्यशैली एवं विद्युत उत्पादन में लापरवाही से यह प्रतीत होता है कि फर्म द्वारा किया जा रहा कार्य संतोषजनक नहीं है तो अनुबन्ध अधिशासी अभियन्ता द्वारा समय से पूर्व निरस्त किया जा सकता है जिसके लिए कोई भी क्लेम विभाग द्वारा देय नहीं होगा।
6. फर्म द्वारा नियुक्त कर्मचारी यदि किसी भी प्रकार की लापरवाही, असम्यता, चोरी, दुराचरण आदि से सम्मिलित पाये जाते हैं तो पावर हाऊस से सम्बन्धित अधिकारियों द्वारा लिखित निर्देश पर तुरन्त उस कर्मचारी को कार्य से हटाकर नये कर्मचारी को कार्य हेतु नियुक्त करना होगा। तथा फर्म को अपने कर्मचारियों का बीमा इत्यादि करवाना आवश्यक होगा। किसी प्रकार की दुर्घटना के लिये उ0प्र0ज0वि0नि0लि0 जिम्मेदार नहीं होगा।
7. फर्म द्वारा कुशल कर्मचारी ही पावर हाऊस के परिचालन एवं मरम्मत हेतु कार्य पर रखने होंगे यदि विभाग के अधिकारियों को ऐसा प्रतीत होता है कि कार्य पर लगाये हुये कर्मचारी कुशल नहीं है तो अधिशासी अभियन्ता के निर्देश पर अकुशल कर्मचारी को हटाकर अन्य कुशल कर्मचारी को तुरन्त नियुक्त करना होगा।
8. खराब/स्क्रेप/दोषपूर्ण सामग्री अविलम्ब फर्म द्वारा निगम को वापिस करनी होगी।
9. परिचालन तथा मरम्मत के समय यदि किसी व्यक्तिगत दोष या लापरवाही के कारण कोई क्षति होती है तो सामग्री, उपकरण, व्यक्ति की क्षतिपूर्ति का पूर्ण उत्तरदायित्व फर्म का होगा।
10. पावर हाऊस कैम्पस तथा पावर हाऊस में लगी सामग्री, संयंत्रों की पूर्ण सुरक्षा का उत्तरदायित्व फर्म का होगा।
11. पावर हाऊस में लगे सभी विद्युत यांत्रिक उपकरणों तथा पावर हाऊस कैम्पस, पत्थर की पिचिंग, स्विचयार्ड सड़क आदि की सफाई 'प्रतिदिन' का कार्य फर्म का अपने खर्चे पर करना होगा। सफाई में खर्च होने वाली समस्त सामग्री जैसे कपड़ा, झाड़ू आदि की व्यवस्था फर्म को अपने स्तर से करनी होगी तथा पावर हाऊस पर स्थित लॉन के रख-रखाव का कार्य फर्म को अपने स्तर से करना होगा।
12. विद्युत गृह पर अपने कार्मिकों को पीने के स्वच्छ पानी की व्यवस्था आर.ओ. वाटर प्यूरीफायर एवं वाटर कूलर के माध्यम से फर्म द्वारा स्वयं किया जायेगा।
13. पावर हाऊस के अन्य उपकरणों सहित वाटर कूलिंग से सम्बन्धित उपकरणों का परिचालन भी फर्म द्वारा किया जायेगा। परिचालन के समय लापरवाही के कारण यदि कोई क्षति होती है तो पूर्ण दायित्व फर्म का होगा।
14. पावर हाऊस में लगे उपकरणों / सिस्टम से कोई लीकेज दिखाई देता है तो उसे प्राथमिकता से ठीक करना होगा।

15. अनुबन्ध के अन्तर्गत यदि कोई गतिरोध, असहमति, विरोधाभाष तथा विवाद इत्यादि होने पर मुख्य अभियन्ता (परि० एवं अनु०) उ०प्र० जल विद्युत निगम लि० लखनऊ का निर्णय मान्य होगा। इस पर भी असहमति की स्थिति में वाद का क्षेत्र जनपद सहारनपुर 'उ०प्र०' होगा।
16. फर्म/ ठेकेदार को अपने कर्मचारियों को रहने, कार्य पर आने जाने हेतु वाहन की व्यवस्था स्वयं करानी होगी जिसके लिए विभाग द्वारा कोई अतिरिक्त भुगतान नहीं किया जायेगा। पावर हाऊस पर भवन रिक्त होने की दशा में फर्म की प्रार्थना पर बिना किसी किराये के इस शर्त पर उपलब्ध कराये जा सकते हैं कि जिस अवस्था में आवास ग्रहण किया है उसी अवस्था में कार्य समाप्ति पर वापस करना होगा। अन्यथा दण्डात्मक धन देय होगा एवं फर्म को उक्त आवासों में उपयोग की जाने वाली विद्युत का पैसा फर्म को देना होगा। बेलका पावर हाउस पर तीन आवास फर्म को दिये जायेंगे जिसका प्रति आवास विद्युत शुल्क प्रति माह रु० 350.00 वसूला जायेगा। अन्यथा की स्थिति में फर्म के बिलों से यह राशि समायोजित की जायेगी।
17. भारतीय उद्योग अधिनियम के प्राविधानों के अनुसार प्राथमिकी चिकित्सा पेट्री तथा दवाइयों हर समय पावर हाऊस पर उपलब्ध रहेगी। इस सामग्री की पूर्ण व्यवस्था का उत्तरदायित्व फर्म का होगा।
18. पावर हाऊस पर स्थापित सभी उपकरणों, भवनों इत्यादि का स्वामित्व विभाग का है एवं हर समय रहेगा केवल इनके संचालन की व्यवस्था फर्म द्वारा की जायेगी।
19. फर्म को अनुबन्ध अवधि में विद्युत गृह पर मोबाइल या दूरभाष का प्रबन्ध अपने स्तर से व अपने खर्चे पर करना होगा। जिसका नम्बर विभाग को सूचित करना होगा तथा दूरभाष या मोबाइल नम्बर बदलने पर भी विभाग को नया नम्बर सूचित करना होगा।
20. फर्म को कर्मचारियों की उपस्थिति का रजिस्टर रखना होगा। जिसको समय-समय पर विभाग के अवर अभियन्ता / सहायक अभियन्ता द्वारा चैक किया जायेगा।
21. 33 KV लाइन की पेट्रोलिंग **Schedule** के अनुसार कराकर रजिस्टर में लाइन की स्थिति को अंकित कराना होगा। बेलका से कलसिया तक 33 KV लाइन का सामान्य अनुरक्षण कार्य भी फर्म को करना होगा।
22. फर्म/ठेकेदार को सलाह दी जाती है कि निविदा डालने से पूर्व पावर हाउस का निरीक्षण करले तथा किये जाने वाले कार्य से पूर्ण परिचित हो कर ही दरें प्रस्तुत करें।

Executive Engineer

**SCHEDULE OF RATE & QUANTITIES**

**TENDER SPECIFICATION NO. :-T-23/ HGD/2022-23**

**NAME OF WORK :-** Complete Operation of Babail Power House (2x1.5 MW) along with Minor Maintenance works for a period of One year.

Sl. No.	Name of Work	Qty		Rate	Amount
1	Daily operation work (round the clock for one year) of 2 x 1.5 MW Babail Power House, Saharanpur excluding the cost of spares & consumables as per specification and scope of work.	12	Job		
2	Daily minor maintenance works (round the clock for one year) of 2x1.5 MW Babail Power House, Saharanpur excluding the cost of spares & consumable as per specification and scope of work.	12	Job		

One job = 1 Month

(Rs. In word).....

नोट:- निविदादाता द्वारा विभागीय लागत से कम लागत की निविदा डालने की दशा में शासनादेश सं0 622/23.12.2012/2 आडिट/08/टीसी-2, दिनांक 08.06.2012 के अनुसार 10 प्रतिशत तक न्यूनतम दरें (Below rate) डालने पर 0.50 प्रतिशत प्रति 1 प्रतिशत कम दर पर तथा 10 प्रतिशत से अधिक न्यूनतम दरें (Below rate) पर 1 प्रतिशत प्रति 1 प्रतिशत कम दर पर प्रफॉर्मेन्स गारन्टी की अतिरिक्त धरोहर धनराशि जमा करने के उपरान्त अनुबन्ध गठित किया जायेगा। निविदा दाता द्वारा उक्त धनराशि जमा न किये जाने पर उसकी धरोहर धनराशि जब्त कर अग्रिम कार्यवाही की जायेगी।

Executive Engineer

Signature of Contactor  
With seal