



उ०प्र० जल विद्युत निगम लि०

ई-निविदा सूचना

इस खण्ड के अन्तर्गत निम्नलिखित कार्य हेतु अनुभवी/प्रतिष्ठित ठेकेदारों, जो सम्बन्धित कार्य का अनुभव रखते हो, से निम्नलिखित ई-निविदाएं दो भाग में आमंत्रित की जाती हैं।

1.	निविदा सं०	:	T-13/EGD/Mzn/2022-23. निरगाजनी जल विद्युत गृह की ट्रैशरेक जाली की सफाई एवं विद्युत गृह की दैनिक सफाई का कार्य। धरोहर राशि रु० 14000.00 (RTGS/NEFT के रुप में) निविदा शुल्क 826.00 जी०एस०टी० सम्मिलित (RTGS/NEFT के रुप में)
4.	निविदा सं०	:	T-14/EGD/Mzn/2022-23. चित्तौड़ा जल विद्युत गृह की ट्रैशरेक जाली की सफाई एवं विद्युत गृह की दैनिक सफाई का कार्य। धरोहर राशि रु० 12000.00 (RTGS/NEFT के रुप में) निविदा शुल्क 708.00 जी०एस०टी० सम्मिलित (RTGS/NEFT के रुप में).
	निविदा सं०	:	T-15/EGD/Mzn/2022-23. सलावा जल विद्युत गृह की ट्रैशरेक जाली की सफाई एवं विद्युत गृह की दैनिक सफाई का कार्य। धरोहर राशि रु० 12000.00 (RTGS/NEFT के रुप में) निविदा शुल्क 708.00 जी०एस०टी० सम्मिलित (RTGS/NEFT के रुप में).
	निविदा सं०	:	T-16/EGD/Mzn/2022-23. भोला जल विद्युत गृह की ट्रैशरेक जाली की सफाई एवं विद्युत गृह की दैनिक सफाई का कार्य। धरोहर राशि रु० 12000.00 (RTGS/NEFT के रुप में) निविदा शुल्क 708.00 जी०एस०टी० सम्मिलित (RTGS/NEFT के रुप में).
	निविदा सं०	:	T-17/EGD/Mzn/2022-23. 33 के०वी० भोला कँकडखेडा लाइन की मरम्मत (ब्रेक डाउन/शट् डाउन) हेतु वार्षिक दर अनुबन्ध एक वर्ष के लिए आवश्यकता है। धरोहर राशि रु० 4000.00 (RTGS/NEFT के रुप में) निविदा शुल्क 354.00 जी०एस०टी० सम्मिलित (RTGS/NEFT के रुप में).
8.	वेबसाइट पर ई-निविदा स्वीकार करने तथा डाउनलोड करने की अन्तिम तिथि/समय	:	06-02-2023/16:00 बजे तक।
9.	ई-निविदा का प्रथम भाग खुलने की तिथि/समय	:	07-02-2023/10:00 बजे से।

नोट:—निविदा सम्बन्धित समस्त जानकारी, [विवरण/डाउनलोड/निविदा](#) में प्रतिभागिता हेतु वेबसाइट www.etender.up.nic.in पर लाॅग इन करे। किसी भी प्रकार के संशोधन/विस्तार की सूचना उल्लिखित वेबसाइट पर दी जायेगी। सभी जानकारी उ०प्र० जल विद्युत निगम लि० की वेबसाइट www.upjvn.org पर भी उपलब्ध रहेगी। अधिशासी अभियन्ता, जल विद्युत उत्पादन खण्ड, मुजफ्फरनगर के भारतीय स्टेट बैंक, मैन मार्केट, मुजफ्फरनगर के खाता संख्या **33722690590** एवं **IFSC Code SBIN0002412** में RTGS/NEFT के द्वारा वाछिंत धरोहर राशि/निविदा शुल्क जमा कराना होगा। इच्छुक निविदाकार, निविदा खुलने की तिथि से पूर्व, किसी भी कार्य दिवस में अनुमति उपरान्त, विद्युत गृह में कराये जाने वाले सम्भावित कार्यों का निरीक्षण कर सकते हैं। निविदा के प्रथम भाग की विवेचना एवं अनुमोदन पश्चात्, निविदा का द्वितीय भाग खोलने की तिथि सूचित की जायेगी। अद्योहस्ताक्षरी द्वारा बिना कारण बताये निविदा को निरस्त करने का अधिकार सुरक्षित है।
अधिशासी अभियन्ता, विद्युत उत्पादन खण्ड, नई मण्डी, मुजफ्फरनगर।

“राष्ट्रहित में ऊर्जा बचाये”

**ELECTRICITY GENERATION DIVISION,
MUZAFFARNAGAR**



E-TENDER SPECIFICATION NO. T-13/EGD/Mzn/2022-23

FOR

**Removal of Debries from Trash Rack, Daily Cleaning & Upkeeping of
Nirgajini Power House under Electricity Generation Division,
Muzaffarnagar.**

Tender cost : Rs. 826/-

**EXECUTIVE ENGINEER
ELECTRICITY GENERATION DIVISION
U.P. JAL VIDYUT NIGAM LTD.
MUZAFFARNAGAR. (U.P.)**

INSTRUCTIONS TO TENDERERS

For E-Tender specification No.T-13/EGD/Mzn/2022-23

1. **General:-** 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 arises. For participation in this E-Tender bidder should be registered with U.P. Electronics Corporation, Ashok Marg, Lucknow.
2. **Submission of Tender:-** The tender must be submitted in two parts, known as Part-I (Pre-requisites 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 HGC Khara for only those bidders who have fulfilled the criteria as per pre-qualifying conditions of the tender on the basis of documents submitted in Part-I of the tender. Similarly 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
3.
 - a) E-bids (Technical and Financial) must be submitted by the bidders at e- procurement website <http://etender.up.nic.in> not later than as prescribed date and time in tender notice.
 - b) The purchaser may at his discretion, extend this deadline for submission of bids by amending the bid documents.
4. **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.
5. **Withdrawal and resubmission of E-bids:-**
 - a) At any point of time, a bidder may withdraw their bid submitted through NEFT/RTGS 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 through NEFT/RTGS.
 - c) The bidder can re-submit 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 for revised bid and the new bid submission summary generated after the successful submission of the revised bid will be considered for evaluation purposes.
 - d) The bidder can submit their revised bids as many times as possible by uploading their bid documents within the schedule period for submission of e-bids.
 - e) No bid can be re-submitted subsequently after the period for submission of bids is over.
6. 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 procedures, terms and conditions stipulated in the bid documents with full understanding of its implications.
7. 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>.

8. The bidders are required to submit the cost of tender documents as stated above only through NEFT/RTGS in the A/c No. 33722690590 of State Bank of India, Main Market, Muzaffarnagar IFSC Code SBIN0002412 in the favour of “**Executive Engineer, UPJVNL, Electricity Generation Division, Muzaffarnagar**” (U.P.). NEFT/RTGS Deposit slip must be uploaded electronically along with all the bid documents, prior to the scheduled date & time of submission of bid, failing which bid shall not be considered/ opened. Any other form of deposition of tender fee and EMD will not be considered. Any other means of cost submission will be rejected.
9. All bids must be accompanied with a bid Earnest Money Deposited only through NEFT/RTGS in the A/c No. 33722690590 of State Bank of India, Main Market, Muzaffarnagar IFSC Code SBIN0002412 in the favour of “**Executive Engineer, UPJVNL, Electricity Generation Division, Muzaffarnagar**” (U.P.). NEFT/RTGS Deposited slip must be uploaded electronically along with all the bid documents. Any other means of cost submission will be rejected.
10. The bids shall be electronically opened in the presence of bidder’s representatives, who choose to attend, at the prescribed venue, date and time mentioned above.
11. The purchaser reserves the right to cancel any all the bids/annul the bidding process without assigning any reason thereof.
12. 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.
13. All the required documents shall be submitted/ uploaded by the bidder electronically in the **.pdf format**. However, the financial bid should be submitted in the **.xls format**.
14. No deviation from the Technical specification & Technical Conditions shall be acceptable.
15. The price bid of only those firms shall be opened who shall fulfill specified pre qualifying conditions.
16. **Contract/ Agreement:-** All work covered under this specification shall be carried out in accordance with the general condition of form A \ B, attached herewith and contractor will have to enter into a written agreement with the Engineer-in-charge of work.
 - i) 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, (purchased by the contractors in his own name / firm), after intimation by this office..
 - ii) 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.
17. **Security Deposit:-** The successful tenderer will have to deposit a security amounting to 2% of the tendered sum before entering into contract. Such security will be in the shape of NEFT/RTGS in the A/c No. 33722690590 of State Bank of India, Main Market, Muzaffarnagar IFSC Code SBIN0002412 in favour of the Executive Engineer, UPJVNL, Electricity Generation Division, Muzaffarnagar valid for a minimum period of 12 month. The said security shall be released after twelve months from the date of successful completion of work awarded to him. This security may be forfeited against the work carried out by him, if not found satisfactory.
18. **Subletting of Work Contract:-** The contractor will not be allowed to sublet the work contract under any circumstances. If does so, the work contract shall become liable for termination and balance work shall be got done through other agency on contractors account, which will be made good by deduction from contractors bills.
19. **Award of Contract:-** The UPJVNL / Department shall not be bound to accept the lowest or any other tender, and Executive Engineer, Electricity Generation Division, Muzaffarnagar, reserves the right to reject the whole or any portion of the tender, as he may think fit, without assigning any reason thereof. The contractor may be asked to immediately start the work keeping in the view the urgency of the work at site.

20. Other Conditions

- The tender fee will not be refunded under any circumstances whatsoever.
- 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.
- It may be noted that no request for extension in the due date of tender opening shall be entertained.
- 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.
- The successful tenderer who shall enter in agreement with engineer of contract shall fully responsible for any sort of accident or injury to his labour while on duty and he will take all possible measure to ensure that no such event is occurred. However, in case of any accident of any nature, during the execution of the work, the department will not be held responsible or liable to make any compensation to contractor's labour.
- The successful tenderer who shall enter in agreement with engineer of contract will observe all the rules and regulation of Factory Act; Workman compensation Act etc.
- In case of any loss or damage of Nigam's property during execution of work due to negligence on the part of contractor or his labours, the contractor has to bear the charges of these losses as assessed by the Engineer Contract, in this regard it will be final and binding on the part of the contractor.
- All the dispute arising out of and touching or relating to the subject matter of this agreement shall be put up before higher authorities of the department i.e. S.E. / C.E. Their decision shall be binding on both parties. Any action taken or proceeding initiated on any of the terms of this agreement shall be only in the competent jurisdiction under the High Court of judicature at Allahabad.
- Only such firms / contractors should submit tenders who are having experience of such type of work and necessary resources to undertaking such work to the satisfaction of departmental Engineer In-charge of work. The tenderers must include testimonials of the experience from appropriate authority where they have executed the work of similar nature.

**Executive Engineer
EGD Muzaffarnagar**

SPECIFICATION IN REGARD TO TECHNICAL & FINANCIAL BID

E-bids (Technical and Financial) must be submitted by the bidders at e- procurement website <http://etender.up.nic.in> not later than as prescribed date and time in tender notice.

A Tender Bid Part-I (Technical Bid)

Pre-Qualifying Terms and Conditions

Tender bid Part-I of tender should be submitted in a cover-Ist against specified tender No. **“T-13/EGD/Mzn/2022-23”** containing the copies of following scanned documents duly signed & stamped by bidders.

- I. Earnest money (Rs.14000/-) and tender fee (Rs. 826.00) only in shape of NEFT/RTGS in the A/c No. 33722690590 of State Bank of India, Main Market, Muzaffarnagar IFSC Code SBIN0002412 in favour of the Executive Engineer, UPJVNL, Electricity Generation Division, Muzaffarnagar will be accepted any other means for money transfer will be rejected.
- II. An agreement on non judicial stamp paper of Rs.100/- regarding validity of offer on prescribed Performa with the signature of two witnesses.
- III. Latest Copy of Income Tax clearance certificate /copy of return filed for last 03 financial year with the copy of PAN issued from Income Tax department.
- IV. Latest financial year turnover of the firm. Average annual financial turnover during the last 3 years should be at least Rs. 7,00,000.00.
- V. Similar nature of work executed in Government department which shall be:
Experience of having successfully completed similar nature of work/Trash Rack Cleaning /Mechanical Maintenance of Hydro Power Houses during last 7 year ending Dec-2022, should be either of the following:-
 - 1) Three similar nature of work costing not less than the amount equal to Rs. 2,80,000.00.
OR
 - 2) Two similar nature of work costing not less than Rs. 3,50,000.00.
OR
 - 3) One similar nature of work costing not less than Rs. 5,60,000.00.
- VI. A copy of partnership deed in case tenderer is partnership firm. In case of limited company a copy of registration certificate issued by Registrar of Companies.
- VII. Copy of Goods & Service Tax registration.
- VIII. Proof regarding group insurance.
- IX. Self-Attested copy of EPF Registration Certificate or undertaking if not applicable.
- X. Copy of Labour license/ registration issued by DLC, Muzaffarnagar / Meerut valid for work in UGC Hydro Power Station.

OR

In case Labour license issued by any other DLC/DLC Muzaffarnagar / Meerut valid for work other than Hydro Power Station, then the firm shall submit the following undertaking on non-judicial stamp paper of Rs. 10/- and shall comply with the same, incase LOI is issued in his favour:-

“We shall submit Labour license issued by DLC, Muzaffarnagar / Meerut 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.”

- XI.** Copy of character certificate issued by SP / DM/SDM, Muzaffarnagar / Meerut / Distt. of Corporate Office or Works of firm.
- XII.** Latest No dues certificate regarding house rent and electricity charge from concerned Electricity Generation Division, Muzaffarnagar, if the house is allotted to tenderer or undertaking of no dues in this regard.

Note:-

- a.** If at any stage during finalization of tender/execution of order, any documents, submitted by a contractor in his bid in support of pre-qualifying conditions, is found to be forged/false, his bid or order is liable to be rejected. EMD/Security deposit forfeited any other departmental action as deemed fit be initiated. For this purpose the contractor shall have to produce original documents, if required before opening of bid Part-II / afterward, as the case may be.
- b.** Any deviation in terms & condition must be enclosed with Part-I. Deviation in the terms & condition may be the cause of not opening of tenderer Part-II.
- c.** All the bidders will have to produce the original copy of all the scanned documents uploaded in cover-Ist, as & when required, for verification purpose.

B Tender Bid Part-II (Financial Bid)

- i.** 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, after scrutiny of tender part-I, & thereafter approval from Superintending Engineer, Hydel Generation Circle, Khara, Bhadshahibagh, Saharanpur. 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.
- ii.** Rate should be quoted in figure & words exclusive of goods & service tax in prescribed .xls Sheet (i.e B.O.Q). 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.
- iii.** The earnest money of un-successful bidders of the tender shall be returned to them after finalization of the tender. In case of successful bidders, the earnest money may be retained and may be adjusted towards in initial security deposit.
- iv.** All the terms and condition of Form 'A' and 'B' of erstwhile UPSEB will also be applicable.
- v.** Conditional offer will not be accepted in any case and will be rejected immediately.
- vi.** 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.
- vii.** **Validity of Offer:-** The tender submitted by the bidders must valid for a period of at least 6 months from the date of opening of tender.
- viii.** 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.

**Executive Engineer
EGD Muzaffarnagar**

SCOPE OF WORK
REMOVAL OF DEBRIS

As Per Tender No. T-13/EGD/Mzn/2022-23
Removal of Debris from Trash Rack, Daily Cleaning & Upkeeping of
Nirgajini Power House under Electricity Generation Division,
Muzaffarnagar.

- 1- Nirgajini Power Station under the jurisdiction of this division are situated on Upper Ganga Canal. Debris including dead bodies of animals etc. gathers on the trash racks of the power station, which have to be removed immediately on up-stream side by the labour round the clock with the help of Kanta & Trolley. The above debris is to be thrown 100 meters away from the building of the power station and disposal of same after the measurement.
- 2- The estimated quantity of debris to be removed from the above power station during a period of one year is as given below from the date of start.

Sl. No.	Name of Power Station	Quantity (m ³)
1-	Nirgajini	7600

- 3- The quantity of debris may vary to the extent of $\pm 10\%$, as per site requirement.
- 4- **Penalty :-** If the work is not satisfactory /Generation loss occurs due to debris then first three times penalty may impose Rs. 2000/day. After that, if the work is not satisfactory done by the contractor then the penalty may be increased Rs. 2000/day + Generation loss.
- 5- All the T&P required for execution of above work shall be arranged by the contractor at his own cost.

(For Daily Cleaning and upkeeping)

1. DAILY CLEANING OF POWER HOUSE– (300 Jobs Annually):

This consists of daily proper cleaning of Turbine floor, booster room, turbine hall office & control room floor. Cleaning shall be got done first by broom and then by wet clothes using phenyl. All the waste materials collected shall be thrown away outside power house. Spider's web on the walls shall be removed. Any pigeon waste / adhesive waste particles on the floor will have to be removed by means of Scrappers/ Soda / Detergent/ Sanitizer etc.

(Approximate area of cleaning = 600 m²)

2. CLEANING OF ALL APPROACH ROADS – (300 Jobs Annually):

This consists of daily cleaning of approach road from Main Gate till power house, inclusive of stretch of road joining colony, tube well room, switch yard & trash rack platform to this road. Daily sweeping / brooming will have to be done on this road, so as to remove dust, leaves, garbage, any plantations on side of road etc. The cleaning of concrete/brick work portion in front of power house building is also included in the said work.

(Approximate area of cleaning = 800 m²)

(Weekly)

3. CLEANING OF TOILET – (52 Jobs Annually):

This consists of proper cleaning of toilet of Power House by cleaning agent, phenyl. Jamming / choking of toilets shall also be removed.

(Monthly)

4. CLEANING OF CABLE TRENCHES – (12 Jobs Annually):

This consists of proper cleaning of cable trenches with great safety. Disposal of waste material shall be the responsibility of contractor. It will have to be ensured by the contractor that no cotton waste or other flammable material shall be thrown or remain in cable trenches. Floor will have to be clean for traces of oil, grease, iron pieces, mud etc.

5. CLEANING OF TURBINE PIT OF ONE MACHINE – (24 Jobs Annually):

This consists of taking out oil, iron pieces mud, grease etc. from the upper portion of the links & levers. Besides this regulating ring is to be cleaned of any oil /dust accumulated on it, first with dry cloth & thereafter with kerosene/Vim/ soda/water etc. Spider's web if any will also have to be removed.

(Approximate area of cleaning = 20 m²)

6. CLEANING OF WALL TILES ON INSIDE WALLS OF POWER HOUSE BUILDING – (12 Jobs Annually):

This consists of proper cleaning of wall tiles with caustic soda / detergent so as to remove stains, dirt, grease etc.

(Approximate area = 350 m²)

7. CLEANING OF STORE, TUBEWELL ROOM AND WORKSHOP – (12 Jobs Annually):

This consists of cleaning of store, tubewell room and workshop. Dusting will have to be done in entire area and thereafter cleaning so as to remove dust, dirt, wastes by suitable means. Disposal of waste material shall be the responsibility of contractor. Spider's web will have to be removed from the walls.

(Approximate area of cleaning = 128 m²)

(Quarterly)

8. CUTTING AND UPROOTING OF GRASS AND UNWANTED PLANTS IN 66 / 33 KV SWITCHYARD AND ADJOINING AREA – (4 Jobs Annually):

This consists of cutting and uprooting of grass and unwanted plants in 66 / 33 KV switchyard and adjoining area. After cutting of plants, waste material shall be disposed off outside power house.

(Approximate area of cleaning = 2128 m²)

SPECIAL TERMS AND CONDITIONS OF JOB:

1. Labours and consumables shall be arranged by the contractor at his own cost.
2. Running payment will be applicable, as per jobs executed.
3. **Penalty:-**
 - i) Penalty for item no. 2 & 3 shall be levied @ Rs.100/- per job & @ Rs.50/- per job respectively for unexecuted daily cleaning job.
 - ii) Penalty for item no. 4, 5, 6, 7,8 & 9 shall be levied @ ½% per week subject to a max. of 10% of the value of that portion only, for late completion of work, if any, in respect to date of issue of work indents issued by respective A.E's
4. Total completion period of agreement : **One year**
5. All garbage collected during cleaning will have to be disposed of by contractor in appropriate garbage dump outside the power house at his own cost. Failing this for any job, the job will not be assumed completed.

All other terms and conditions of Form" A" of UPJVNL shall also be applicable

Executive Engineer

RATE SCHEDULE

AGAINST TENDER SPECIFICATION T-13/EGD/Mzn/2022-23

For Removal of Debries from Trash Rack, Daily Cleaning & Upkeeping of Nirgajini Power House under Electricity Generation Division, Muzaffarnagar.

Sl. No.	Name of Power Station	Qty.		Rate (Rs.)	Amount (Rs.)
1	Removal of Debries from Trash Rack	7600	M3		
2	Daily cleaning of internal area of power house	300	Jobs		
3	Brooming of all approach roads and other internal pavements	300	Jobs		
4	Cleaning of toilet (01 Toilet) of Power House	52	Jobs		
5	Cleaning of cable trenches	12	Jobs		
6	Cleaning of turbine pit of one machine	24	Jobs		
7	Cleaning of wall tiles on inside walls of Power House	12	Jobs		
8	Cleaning of Store, Tubewell room & Workshop	12	Jobs		
9	Cutting & uprooting of grass & unwanted plants inside Switchyard and adjoining area	04	Jobs		
				TOTAL	

(Rs.Only)

**Executive Engineer
EGD,Muzaffarnagar**

Special Terms & Condition in General

1- GENERAL:-

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

2- SCOPE OF WORK :-

The scope of work involved will be as per technical specification attached herewith.

3- DATE OF COMPLETION:-

The work covered under scope of work shall be completed by the contractor, within one year from the date of the start of work.

4- DATE OF START:-

Date of start will be counted from the date execution of agreement or the date of agreement or issue of LOI whichever is later.

5- PENALTY:-

- i) If the work is not satisfactory /Generation loss occurs due to debris than first three times penalty may impose Rs. 2000/day. After that, if the work is not satisfactory done by the contractor than the penalty may be increased Rs. 2000/day + Generation loss.
- ii) Penalty for item no. 2 & 3 shall be levied @ Rs.100/- per job & @ Rs.50/- per job respectively for unexecuted daily cleaning job.
- iii) Penalty for item no. 4, 5, 6, 7,8 & 9 shall be levied @1/2% per week subject to a max. of 10% of the value of that portion only, for late completion of work, if any, in respect to date of issue of work indents issued by respective A.E's

6- VARIATION QUANTITY:-

The quantities are approximate & may vary 10% as per site requirement.

7- ACCIDENT / DEATH OF WORKER:-

The contractor shall be fully responsible for payment of accidental benefit and compensation in case of death of any worker engaged by him, as per provisions of rules / order of the Government under the compensation act. No liabilities whatsoever will be accepted by this office/ department/ U.P. JalVidyut Nigam Ltd.

8- INSURANCE:-

Contractor will be responsible for insurance as per para no.22 Form 'A' enclosed.

9- PERMISSION FOR ENTERING IN TO POWER STATION:-

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

10- TERMINATION OF THE CONTRACT:-

The contract can be terminated at any time, if it is found that the work is not being carried out to the satisfaction of the Engineer-in-charge or his representative. Under such condition the complete work will be got done through other agency and all such expenditure including extra if any, incurred will be chargeable from the contractor.

11- TRANSPORTATION OF MAN & MATERIALS:-

Contractor will make his own arrangement for transportation of his staff / workers & materials to be work sites and back. Site storage facility will be provided by the department free of cost, as per availability.

12- INCOME TAX:-

Income tax & other Taxes, if any, shall be deducted from the bill of the contractor as per existing rules and regulations as legally applicable.

13- ELECTRICAL ENERGY:-

If the electricity power is required for execution of work at the site of power houses, the same shall be provided by the department free of cost at one point supply. Departmental Accommodation, if available near the site, the same will be provided to the staff/ workers of the contractor free of cost.

14- PAYMENT:-

90% payment will be made after successful completion of the work. Remaining 10% shall be retained as performance guarantee, which shall be released after 01 month of successful completion of work. However 100% payment may be released on submitting the FDR/ CDR for the amount of the Ten per cent of contract value, valid for a period of 12 months after completion of work.

15- RATES:-

Rates quoted shall be firm & final, includes all legal taxes & duties, insurance, royalty & octroi etc. No extra payments shall be made on this account. No escalation of rates over the finally accepted shall be allowed. (However, the rates shall be exclusive of GST which shall be charged extra, as per rule, as legally applicable.).

16- OTHER TERMS:-

- (A) The contractor will be allowed to work round the clock or or as per direction of Engineer in Charge or his representative.
- (B) The contractor shall remain liable to remove the defects that may develop in the work arising solely from the faulty workmanship.
- (C) The Engineer-in-charge shall have the right to object employment or pressure of any person, labour engaged by the contractor; non-compliance, negligence, misconduct shall be considered undesirable. In the interest of work; contractor shall be bound to remove such person from the work area site at once.
- (D) No claim shall be accepted against point no.-16-C above.
- (E) Due to any reason, the department considered that the work is to be stopped, the contractor shall not be entitled for any claim arising out for such circumstances. However he shall be allowed time extension to the extent for such period, during which the work remained suspended.
- (F) Specification of work or items may be allotted as per written direction of the Engineer-in-charge, if any dispute in this regard, the decision of Ex.En, EGD, Mzn. shall be final & binding.

17- GENERAL:-

All the disputes arising out of and touching or relating to the subject or later on this agreement shall be subject to the jurisdiction of the local court of Muzaffarnagar and High Court of judicature at Allahabad.

- (A) In case any loss or damage to Departmental property, during the execution of work due to negligence on the part of the contractor or his representative / workers ; The contractor have to bear the charges of that loss ,as assessed by the Ex.En., EGD., (UPJVNL); Muzaffarnagar. In this regard his decision will be final and binding on the part of the contractor.
- (B) The contractor will observe all the rules and regulations of Factory Act, Workman Compensation Act etc.

18- NOTICE TO THE CONTRACTOR:-

Any notice to be given to the contractor may if the UPJVNL Engineer thinks fit be posted to his address or handed over to his representative and such posting or acknowledgement shall be deemed to have been served such notice & the time mentioned and the general condition for doing any act after notice should reach him normally.

19- AGREEMENT:-

The successful tenderer will have to execute an agreement for completing the work according to these specifications on 100/- Rupee Stamp Paper. The said Stamp paper must be issued in his own / firms name by the authorized dealer/authority and original copy of validity **(On a non-judicial stamp paper of Rs. 100/-)** will be submitted at the time of agreement.

20- GST:-

GST shall be paid to contractor as per existing rules and regulations as legally applicable, on production of valid GST registration certificate. Any amendment as per government policies on tax structure shall be applicable. Any amendment as per government policies on tax structure shall be applicable.

21- Apart from above all other Conditions of Form- 'A' & 'B' of erstwhile UPSEB shall be applicable.

EXECUTIVE ENGINEER

Name of the Work :- Removal of Debries from Trash Rack, Daily Cleaning & Upkeeping of Nirgajini Power House under Electricity Generation Division, Muzaffarnagar.

From:

To,

The Executive Engineer

Electricity Generation Division

U.P. Jal Vidyut Nigam Ltd.

Muzaffarnagar.(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 there-of forfeit to pay to U.P. Jal Vidyut Nigam Ltd., the sum of money mentioned against 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, Electricity Generation Division , U.P. Jal Vidyut Nigam Ltd, Muzaffarnagar." is enclosed.

I/We hereby undertake and agree to execute aforesaid tender as per the specification in accordance with the terms & conditions of tender document, if contract is awarded to me/ us.

Dated :

Your's Faithfully

Witness :

Signature of Tenderer in full
(with seal)

AGREEMENT OF VALIDITY

(On a non-judicial stamp paper of Rs.100/- only)

AGREEMENT

Tender invited by :- The Executive Engineer , Electricity Generation Division, Muzaffarnagar

Tender for :- Removal of Debries from Trash Rack, Daily Cleaning & Upkeeping of Nirgajini Power House under Electricity Generation Division, Muzaffarnagar.

Tender no. & date :- **T-13/EGD/Mzn/2022-23**; due date.....

Name of tenderer :-

In consideration of the Uttar Pradesh Jal Vidyut Nigam Ltd.treated the tender to be an eligible person whose tender may be considered the tenderer hereby agrees to the condition that the proposal in response to the above invitation shall not be withdrawn within six (6) month from the date of opening of the tender; also to the condition that if thereafter the tenderer does withdraw his proposal within in the said period, the Earnest money deposited by him may be forfeited to the UPJVNL in the discretion of the later.

WITNESS

1- _____

2- _____

Signature of Tenderer _____

Full Address _____

Seal _____

Date _____