



U. P. RAJYA VIDYUT UTPADAN NIGAM LTD.
5 x 200 MW OBRA 'B' THERMAL POWER STATION
OBRA-SONBHADRA-231219 (U.P.)

Short Term E-Tender notice

TENDER NOTICE NO: OBR/6000011369/T-11/PD-I/26-27

TENDER DOCUMENTS

TENDER FOR THE :- Supply of "Caustic Soda Lye" for BTPS Obra.



CHECK-LIST TO BE SUBMITTED

Sl. No.		
01	E-Tender Reference No.	
02	Status as Manufacturer/Authorized Dealer/ Supplier	
03	Earnest Money Deposit as Per PQC (Refundable).	
04	E-Tender Cost (Non- Refundable) As Per PQC.	
05	Copy of GST Registration Certificate	
06	Income Tax Return & PAN	
07	Executed Purchase Order Copy as Per PQC	
08	Agreement of Validity on Non-Judicial Stamp Paper of Rs.10/- Along with Stamp Ticket of Denomination of Rs.1/- as per PQC.	
09	Non relationship certificate on Non-Judicial Stamp Paper of Rs.10/- Along with Stamp Ticket of Denomination of Rs.1/- as Per GTC	
10	Technical Detail sheet	
11	Terms & Condition Sheet.	

INSTRUCTION TO BIDDERS / TENDERERS

This invitation for bid is for “Supply of “Caustic Soda Lye” for BTPS Obra”. The instruction to the bidders is as follows: -

1. Submission of e-Bids

The Bid Submission module of e-procurement website <http://etender.up.nic.in> enables the bidders to submit the e-bids online against this bidding published by the purchaser. Bid may be submitted only during the period and time stipulated in the bidding. Bidders are advised start the Bid Submission process well in advance so that they can submit their bids in time. The bidders shall submit their bids taking into account the server time, displayed in the e-procurement website. This server time is the time by which the bid submission activity will be allowed till the permissible time on the last date of submission stipulated in the schedule. The bidders cannot submit their bids after the completion of bid submission period. For delay in submission of bids due to any reasons, shall be responsibility of the bidder.

The bidders shall follow the instructions mentioned herein under for submission of their e-bids:

- (i) For participating in bids through the e-bidding system, it is necessary for the bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The bidders shall first register themselves on the e-bidding website, if they have not done so previously, using the option “Click here to enroll” available on the home page of the website.
- (ii) In addition to the normal registration, the bidder has to register with their Digital Signature Certificate (DSC) in the e-bidding system and subsequently he/ she will be allowed to carry out his /her bid submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity. Before proceeding to register their DSC, the bidder shall first log on to the e-bidding system using the User Login option on the home page with the logging Id and Password with which they has registered as per clause 1(a) above. For successful registration of DSC on e-procurement website <http://etender.up.nic.in>, the bidder must ensure that they possess class-2 /Class-3 DSC issued by any certifying authorities duly approved by Controller of Certifying Authorities. The bidder is also advised to register their DSC on E-procurement website well in advance before bid submission period & time so that they do not face any problem while submitting their e-bid against this bidding. The bidder can perform User Login creation and DSC registration exercise as described in clauses 1(a) and 1(b) above even before bid submission period starts. The purchaser shall not be held responsible if the bidder tries to submit their e-bid at the last moment of submission of bid, but could not submit due to DSC registration problem
- (iii) The bidder can search for active biddings through “Search Active Biddings” link, select a bidding in which they are interested in and then move it to ‘My Biddings’ Folder using the option available in the Bid Submission menu. After selecting and viewing the bidding, for which the bidder intends to bid, from “My Biddings” folder, the bidder can place their bid by clicking “pay Offline” option available at the end of the view bidding form. Before this, the bidder should download the bidding document and price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder shall keep all the documents ready as per the requirements of bidding document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which shall be in the XLS Format (EXCEL sheet).
- (iv) After clicking the ‘Pay offline’ option, the bidder shall be redirected to the relevant page of Terms and conditions. The bidder shall read the Terms and conditions before proceeding to fill in the Bidding fee EMD offline payment details. After entering and saving the Bidding Fee and EMD details, the bidder shall click “Encrypt & Upload” option given in the offline payment details form so that “Bid Document Preparation and Submission” window appears to upload the documents as per technical (Fee details, Qualification details, Bid Form and Technical Specification details) and financial (Bid Form and Price Schedule/BOQ) schedules/packets given in the bidding details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in the original before opening of technical bids, should tally with the details available in the scanned copy and the data entered during with submission time otherwise the bid submitted shall not be accepted.
- (v) Next, the bidder should upload the Technical Bid Documents for fee details (Bidding fee and EMD), Qualification details as per PQC, and Financial Bid documents as per BOQ of bidding document. Before uploading, the bidder has to select the relevant Digital signature Certificate. They may be prompted to enter the digital signature Certificate password, if necessary. For uploading, the bidder should click “Browse” button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder’s computer.

- (vi) The Bidder shall click “Encrypt” next for successfully encrypting and uploading of required documents. During the above process, the bid documents are encrypted/ locked electronically with the DSCs of the Bid openers to ensure that the bid documents are protected, stored and opened by concerned bid openers only
- (vii) After successful submission of bid documents, a page giving the summary of bid submission will be displayed that the process of e- bid submission is completed. The bidder can take a printout of the summary using the “print” option available in the window as an acknowledgement for future reference
- (viii) Purchaser reserves the right to cancel any or all Bids without assigning any reason.
- (ix) The Bidders are advised to upload the scanned documents with minimum of 150 dpi scanner to ensure readable uploaded e- Bids
- (x) Bidder must submit Bid Part-I on format as enclosed in ‘Annexure-I’ duly filled up and signed under seal and/ or technical specification of the items offered on Firm’s letter head
- (xi) The bidder must enclose the requisite EMD In the nigram account through RTGS/NEFT (as detail above) whose proof viz UTR slip, Name of account, date of submission of EMD, a copy of pay in slip signed by the tenderer shall be scanned and uploaded with the tender documents. Tender without Earnest Money shall be rejected

2. Deadline for Submission of E-Bids:-

- 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 per NIT**.
- b) The Purchaser may’ at this discretion, extends this deadline for submission of bids by amending the bid documents.

3. 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 the submission process is completed within the scheduled period, failing which, it shall be the bidder’s responsibility

4. Withdrawal and Resubmission of e-Bids:-

- a) At any point of time, a bidder may withdraw their bid submitted online before the bid completion of bid submission period. For withdrawing, the bidder shall first log in using their login id and password and subsequently by their Digital Signature Certificate on the e-procurement website <http://etender.up.nic.in>. The bidder shall then select “My Bids” option in the Bid Submission menu. The page listing all the bids submitted by the bidder shall be displayed. Click “View” to see the details of the bid to be withdrawn. After selecting the “Bid Withdrawal” option, the bidder has to click “Yes” to the message “Do you want to withdraw this bid?” displayed in the Bid Information window for the selected bid. The bidder also has to enter the reason for withdrawing the bid and upload the same for withdraw before clicking the “Submit” button. The bidder has to confirm again by pressing “Ok” button before finally withdrawing their selected bid.
- b) The bidder has to request the purchaser with a letter, attaching the proof of withdrawal and submission of bid EMD in the office of purchaser for taking back the bid EMD as per the manual procedure
- c) No bid may be withdrawn in between the period fixed for submission of bids and the period of expiry. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of their bid security.
- d) 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 for revised bid and the new bid submission summary generated after the successful submission of the revised bid will be considered for evaluation purposes. For resubmission, the bidder shall first log in using their Login id and Password and subsequently by their Digital Signature Certificate on the e-procurement website <http://etender.up.nic.in>. The bidder should then select “My Bids” option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click “View” to see the details of the bid to be resubmitted. After selecting the “Bid Resubmission” option, click “Encrypt & Upload” to upload the revised bid documents by following the methodology provided in clauses 1(i) to 1(ix).
- e) The bidders 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.
- f) No bid can be resubmitted subsequently after the period for submission of bids is over.

5. 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
6. 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>.
7. The bidders are required to submit the cost of bidding document as stated above through NEFT/RTGS payable in the favour of UPRVUNLTD P&AD BTPS OBRA by post/courier, prior to the scheduled date & time of opening of bid failing which bid shall not be considered/opened
8. All bids must be accompanied by a Bid Security (EMD) in prescribed form mentioned in tender document through NEFT/RTGS pledged in favor UPRVUNLTD P&AD BTPS OBRA. The scanned copy of bid document fee (Tender Cost), Earnest Money, must be up loaded electronically along with all the bid documents. The original copy of bid document fee, EMD made in the name of individual whom signed bid document digitally through DSC & Commitment in prescribed format as per Annexure on non-judicial stamp paper of Rs. 100.00 each should be furnished to the office of Superintending Engineer M.M.C., Obra Thermal Power Station, Obra before opening of part "I" of submitted Bid, failing which the bid shall not be considered/opened.
9. 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.
10. The Purchaser reserves the right to cancel any or all the bids/annul the bidding process without assigning any reason thereof.
11. In the event of date specified for bids opening, being declared a holiday then the bid shall be opened on next working day at schedule time.
12. 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
13. Overwriting / use of whitener may reject the tender. Any cutting should be verified with full signature of the bidder. However, the decision to accept/reject such offer by Nigam shall be final and binding on the tenderer.
14. No contents / figures / any other entries should be blocked or deleted while submitting the copies of documents; otherwise, such documents shall not be considered / accepted for evaluation.
15. **Consignee:** -The Executive Engineer, Store Division, 'BTPS, Obra, Sonbhadra (U.P.) shall be consignee to all items supplied.
16. **The bidder shall ensure inclusion of all chargeable amounts in BOQ.** If mentioned anywhere else but not found in BOQ the financial bid shall be rejected / the same shall not be payable by the Nigam and shall be borne by the bidder if order is placed. Non-compliance of the same shall lead to the termination of order and placement to the L-2 bidder.
17. If, at any stage during finalization of tender / execution of purchase order, any document, submitted by a bidder in his bid is found to be forged / false, his bid is liable to be rejected, purchase order cancelled, EMD / Security deposit forfeited and any other departmental action as deemed fit be initiated. For this purpose, the contractor shall have to produce original documents, if required, before opening of bid Part-II or afterward.
18. Quantity as mentioned in e-Tender Notice is tentative and may vary up to any extent as per site requirement.
19. No deviation from the Technical Specification & Technical Conditions shall be acceptable.

Superintending Engineer
M.M.C, OBRA



OFFICE OF THE SUPERINTENDING ENGINEER
MATERIAL MANAGEMENT CIRCLE
OBRA THERMAL POWER STATION
U. P. RAJYA VIDYUT UTPADAN NIGAM LTD
P. O.: OBRA, DISTT. SONEBHADARA (U.P.)
Contact No. 9415900034/9415900027.
se.mmc_2.btps.obra@uprvunl.org.

SHORT TERM

E-TENDER INVITING NOTICE

TENDER NO.: OBR/6000011369/T-11/PD-I/26-27

PRE-QUALIFYING CONDITIONS

1. PREPARATION OF TENDER

The tenderers are requested to please read the following instructions before submitting the tender and to follow them strictly, failing which their tenders are likely to be rejected. The bidder may submit the hard copy of Tender Cost, EMD, Tender documents, Relationship Certificate and Validity Agreement etc.

a) TENDER BID PART-I (TECHNICAL BID)

Following documents are to be furnished in Part-I of tenders, otherwise Part-II (Price Bid) shall not be considered: -

1. The bidder must be a **Manufacturer /Authorized Dealer/ Supplier** of tender item (Same/Similar). Manufacturers have to submit documentary proof of being the manufacturer of tendered items (Same/Similar) (certificate like S.S.I./NSIC/ Director of industries/Distt. Industries centre etc.) In case the bidder is dealer, authorization /valid dealership certificate from the manufacturer must be enclosed in tender Bid Part-I. In case of regular supplier, the firm shall submit past purchase orders for supplying the tendered items (Same/Similar).

2. **EARNEST MONEY DEPOSIT:** The bidder must enclose the requisite **EMD** equal to **Rs. 40,000.00** only in the nigram account through RTGS/NEFT or Bank Guarantee whose proof viz UTR slip, Name of account, Name of bank, date of submission of EMD and a copy of pay in slip signed by the tenderer shall be scanned and uploaded with the tender documents. The EMD in any other form/ shape shall not be accepted. The account detail mentioned below:-

In the name of :- UPRVUNLTD P&AD BTPS OBRA
Bank Name :- INDIAN BANK
A/C. No. :- 20489383973
Branch Name :- KASTURBA MARKET, OBRA SONEBHADRA
IFSC Code :- IDIB000O501
Branch Code :- 0518

NOTE: - In case, the Earnest Money amount is submitted in the form of Bank Guarantee; the Bank Guarantee must be submitted in prescribed pro-forma of UPRVUNL (as per annexure-4). The scanned copy of BG and the scanned copy of confirmation mail of issuing bank must be attached and electronically uploaded with tender documents Part-I.

Exemption from depositing the earnest money/tender cost shall not be allowed in any case and offers without requisite earnest money/tender fee in prescribed form would be summarily rejected

- 3- **TENDER COST:** of **Rs. 2,360.00** including GST shall be deposited in the nigram's account through RTGS/ NEFT whose proof viz UTR slip, Name of account, Name of bank, date of submission of tender cost and a copy of pay in slip signed by the tenderer shall be scanned and uploaded with the tender documents. The Tender Cost in any other form/ shape shall not be accepted. The account detail mentioned below:

In the name of :- UPRVUNLTD P&AD BTPS OBRA
Bank Name :- INDIAN BANK
A/C. No. :- 20489383973
Branch Name :- KASTURBA MARKET, OBRA SONEBHADRA
IFSC Code :- IDIB000O501
Branch Code :- 0518

- 4- **GST REGISTRATION** :- The bidder should enclose valid GST registration certificate.

- 5- **INCOME TAX RETURN AND PAN CARD:** -The bidder should enclose a copy of latest years ITR along with legible copy of documentary evidence towards PAN allotted.

- 6- **SUPPLY EXPERIENCE:** The bidder shall submit Successfully executed purchase order for supply of required item (Same/Similar) within last seven years from the e-Published Date of tender on e-procurement

website to NTPC/BHEL/Independent Power Producers (IPP)/State Electricity Board/State Govt. Power Companies/Govt./Semi Govt. organization/Defence Organization. Value of such order should be:-

(a) Value of one single order should not be less than 80% of the estimated value.

Or

(b) Value of two orders (each) should not be less than 50% of the estimated value

Or

(c) Value of three (each) order should not be less than 40% of the estimated value.

Note: - These purchase orders must have been placed on the participating bidder within last seven years from the e-Published Date of tender on e-procurement website <https://etender.up.nic.in>. Purchase orders submitted by the authorized dealers in the name of their manufacturer may be considered at the time of technical evaluation of the bids.

7- **VALIDITY:** -The bidder must submit 'Validity Agreement' on a non-judicial stamp paper of Rs. 10/- affixed with revenue stamp of Rs. 1/- and signed by two witnesses with their addresses. Offer should be valid for a period of 120 Days from the actual date of opening of Bid Part-II (Price Bid) as per ANNEXURE-2.

8- **TERMS & CONDITIONS:** -The bidder should enclose copy of all commercial terms & conditions of this tender document duly filled up and signed under seal for acceptance. Deviation from tender commercial terms & conditions, if any, should be specifically mentioned in Bid Part-I. If the bidder has not mentioned the Commercial terms and conditions as per tender, it is presumed that **BIDDER ACCEPTED** all Commercial terms and conditions as per tender specification.

Note:- The bidders must submit/give all the requisite documents/consent mentioned above in Bid Part-I, failing which Bid Part-II may not be considered for opening.

b) **TENDER BID PART-II (Financial Bid):** -

The bidder shall ensure inclusion of all chargeable amounts in BOQ. If mentioned anywhere else but not found in BOQ the financial bid shall be rejected / the same shall not be payable by the Nigam and shall be borne by the bidder if order is placed. Non-compliance of the same shall lead to the termination of order and placement to the L-2 bidder.

Part-II of tender shall contain Price-Bid only: -

(i) Rate should be quoted both in figure & words in prescribed xls. Sheet (i.e., B.O.Q.).

(ii) If there is a discrepancy between words & figures, the amount in words will prevail.

2- **EARNEST MONEY:-**

(i) Part-I of the tender must be submitted in the nigam account through RTGS/NEFT or Bank Guarantee (as detail above) whose proof viz UTR slip, Name of account, date of submission of **EMD**, a copy of pay in slip signed by the tenderer shall be scanned and uploaded with the tender documents. Tender without Earnest Money shall be rejected.

(ii) The earnest money will be returned to all except the successful bidder after finalization of the tender. The earnest money of successful bidder shall be retained and adjusted to security deposit.

Superintending Engineer

M.M.C, OBRA

GENERAL TERMS & CONDITIONS

1. **PRICE** :- Tenderers have to specify in their techno-commercial Bid (Part-I) that prices of C.S. Lye has been quoted for 47% concentration on F.O.R. Obra basis Inclusive of freight, P&F charges, Transit Insurance & Other head (if any). However, the charge shall be made on actual concentration received on pro rata basis. GST shall be paid extra but rates are to be specified.
2. **TERMS OF PAYMENT** :- Payment for the ordered material along with taxes shall be made after receipt and check of material at store, BTPS, Obra against Tax Invoice in accordance with the payment policy of UPRVUNL. The payment of material is covered under priority "A" Payment. However, the payment shall be made on actual concentration received on pro rata basis.
3. **Delivery Schedule** :- Material shall be delivered in period of Three month lot wise as per PO/Indent issued by User/Consignee.
 1. First lot (Approx. 30 MT) of material shall be delivered immediately after PO.
 2. Subsequent lots to be delivered within 7 to 10 days from the date of

Indent issued by User/Consignee.

Qty may be varied at later stage as per requirement of site. The bidders must quote the minimum delivery period to deliver the material as per indent issued by consignee.

4. **PRICE VARIATION** :- No price variation clause shall be acceptable. Offer with **firm prices** only may be submitted. Any conditional discount shall not be accepted.
5. **HSN CODE** :- Bidders must clearly mention the applicable HSN Code of above items.
6. **GSTIN** :- Bidders must clearly mention their firms GSTIN in their offer.
7. **INSPECTION** :- Inspection & Testing of material shall be carried out by the authorized representative of UPRVUNL, BTPS, Obra by random sampling. If any material not found as per I.S. / P.O. specification same shall be rejected and it shall have to be replaced by the firm free of cost. Material composition of the items may be got tested from any Govt. approved lab at cost of the Nigam for confirmation of material at the time of inspection, if desired by UPRVUNL. The sample for the same shall be drawn in the presence of user & supplier. If sample fails the next inspection charges shall be borne by firm.
8. **QUANTITY & QUALITY VARIATION** :- Variation in weight up to $\pm 0.50\%$ shall be tolerance limit. Each consignment shall be weighted after arrival at Obra and no deduction will be affected for the above tolerance. The Caustic Soda Lye Pure Grade supplied would have preferably 47% concentration within allowed tolerance Limit 46%-48%. The representative sample of consignment shall be taken and shall be got tested as per specification in Chemistry Lab., BTPS, Obra. The quantity of material may be increased or decreased $\pm 10\%$ as per site requirement.
9. **TEST CERTIFICATE** :- Material supplied should conform to latest Indian Standard Specifications or P.O. as applicable. Firm shall provide Test Certificate along with each Consignment and all charges to this account shall be borne by firm.
10. **TECHNICAL SPECIFICATION** :- Bidders must clearly mentioned make of items and must submit the technical specification of items as per attached **Annexure-I** of UN Priced Bid (**Technical Detail Sheet**) and if any deviation from tender specification, please mention otherwise it will presumed that you will supply as per tender specification
11. **DAMAGES FOR DELAY IN SUPPLY** :- Damages for delay in supply shall be imposed @ 1% per week in delay of supply reckoned on the value of such portion of material only which remains un-supplied within time fixed for delivery or any extension thereof subject to maximum of 20% of the contract value of such portion of the material.
12. **If the firm regrets to supply the material as per the terms and conditions of the P.O, in the case STRICT ACTION shall be taken and the firm may be BLACKLISTED.**
13. **PRO-FORMA INVOICE** :- Firm shall have to submit Proforma Invoice, duly signed with seal, in triplicate and duly pre-receipted to the consignee against readiness of material.
14. **SECURITY DEPOSIT** :- Successful bidders shall have to deposit 10% contract value in the form of BG/FDR/CDR towards the **security** for faithful execution of the order within 15 days from the date of LOI/P.O.
15. **NON-RELATIONSHIP** :- The Tenderer should submit the filled format of Relationship certificate on a non judicial stamp paper of Rs. 10/- affixed with revenue stamp of Rs. 1/- regarding relationship in the format enclosed as per **ANNEXURE-1** must be submit in tender Bid Part-I. (Hard copy may be submitted).
16. **CONSIGNEE** :- Executive Engineer, Store Division-I, BTPS, Obra. All further correspondence such as submission of Pro-forma Invoice, Inspection Call, Road Permit, Payment, Security etc. shall be made with Consignee for supply portion only. Email:-ee.csd_2.btps.obra@uprvunl.org
17. **BIDDERS COMPLETE ACCOUNT DETAILS** :- Bidders must submit their account details i.e. A/c No. IFSC Code, Branch Name, Bank Name etc (Copy of cancelled cheque). So that after finalization of tender EMD may be released at time. The bidder shall furnish Name, Permanent Address, Correspondence Address and other information as per enclosed format **ANNEXURE-3**.
18. Any dispute arising against this tender / order there-of shall be subject to the jurisdiction of competent court of Sonbhadra / Hon'ble High Court of Judicature at Allahabad (Prayagraj).
19. All the standard Terms and Conditions of UPRVUNL, with respect to Supply Orders as laid in Form A/B shall be applicable. **Nigam reserves the right to correct the typographical/ clerical or any other error in PO.** If the Nigam suffers any loss to infringement of the conditions mentioned in the supply of order, the same will be recovered from any of the Firm's pending bills in Nigam & PO may be cancelled at any stage without any prior intimation to Firm.

20. The undersigned reserves the right to **reject any or all** the offers without assigning any reason thereof.
21. Each and every paper of tender bid submitted by firm should be stamped and signed by the firm's representative with remarks "**submitted by me**" in blue ink without this offer/ tender bid may not be considered.
22. If, at any stage during finalization of tender / execution of purchase order, any document, submitted by a bidder in his bid in support of Pre-Qualifying Conditions, is found to be forged / false, his bid is liable to be rejected, purchase order cancelled, EMD / Security deposit forfeited and any other departmental action as deemed fit be initiated. For this purpose the contractor shall have to produce original documents, if required, Non fulfillment of contractual terms once awarded will lead to Black Listing of firm for delaying in Nigam.
23. In Case of any discrepancy between the downloaded bid document and that available with the office of undersigned, the bid documents available in the office would be considered authentic.
24. Bidders can visit our site for any clarification.
25. All other terms and conditions of form 'B' of UPRVUNL shall also be applicable.
26. Any dispute shall be resolved as per UPRVUNL Dispute Resolution Mechanism

Signature of Bidder:

Date:

Seal:

Superintending Engineer
M.M.C, OBRA

OTHER TERMS AND CONDITIONS

- 1 :- MODIFICATION PRIOR TO THE DATE OF TENDER OPENING:-**
U.P. Rajya Vidyut Utpadan Nigam Limited may revise or amend the specification and drawing prior to the date notified for opening of the tenders. Such revision or amendment, if any will be communicated to all the tenderer. The date of opening of Part-II, if altered due to any reason, will be intimated to the tenderer.
- 2 :- CLARIFICATION DESIRED BY THE TENDERERS:-**
Any clarification with regard to the specification should be sought for by the tenderer before submission of the tender.
- 3 :- PROCEDURE FOR OPENING AND PROCESSING OF TENDERS:-**
The Part- I and Part-II of tender shall be opened on the date and time specified in the tender notice/ time available at e-procurement website <http://etender.up.nic.in>. Only those tender which are in conformance with deposit of earnest money and fulfill all the pre-qualifying conditions shall be considered and processed for the opening of part-II. Tenders shall be opened on next working day if there is holiday on due date of opening.
- 4 :- AWARD OF CONTRACT:-**
The purchaser reserves the right to accept the whole or a portion of any tender as he may think fit without assigning any reason thereof. No tender shall be deemed to have been accepted unless such acceptance is notified in writing to the tenderer by the purchaser.
- 5 :- AUTHORISATION:-**
Authorized representative possessing authority letter issued by the proprietor/firm participating in the tender shall sign a certificate as a proof of their participation.
- 6 :- DEVIATION:-**
Tenderers are requested to adhere to all clauses of the specification and General condition of contract to facilitate to finalization of contract. Conditional tenders shall be summarily rejected.
- 7 :- PRICES:-**
The prices in Part-II are to be quoted firm in all respects.
- 8 :- CANVASSING:-**
No tenderer shall canvass any Nigam official or the Engineer with respect to his own or other tender. Contravention of his condition will involve rejection of the tender. This clause shall not be deemed to prevent the tenderer from supplying to the Engineering any further information asked by the Engineer.

SUPERINTENDING ENGINEER
M.M.C, Ora

TECHNICAL DETAILS [UNPRICED BID]

[This sheet must be filled and submitted with Bid Part-I]

Sl. No.	Description of Item	Qty.	Unit	IS/HSN Code	Technical Deviation (If Any)
1-	Caustic Soda Lye Grade having 47% Min concentration basic as per IS 252:1991, (with latest amendment if any) technical Specification are as follows (A) Sodium Hydroxide (as NaOH) percent by mass min 47% (B) Sodium Carbonate (as Na ₂ CO ₃) percent by mass. Max 0.40% Other specification as per IS 252:1991 (with latest amendment if any).	165	MT		

Certified that the materials shall be supplied conforming to the above specification and quantity and clearly mentioned the Make/ Brand name of tendered item.

Signature of Bidder :-

Date :-

Rubber Seal :-

- Note:-
- 1- The bidders must mention make/ brand name and model no., do not mention as “any standard make”.
 - 2- The bidder is advised to preferably visit the site for any technical Clarification before quoting rates if required.

Superintending Engineer
M.M.C, OBRA

(To be executed on a NON-JUDICIAL stamp Paper of Rs. -10/- plus Re.1/- revenue stamp)

निर्धारित राशि के स्टाम्प पेपर पर घोषणा- पत्र

1. मैं.....(प्रोपराइटर/साझेदार का नाम)
प्रोपराइटर(फर्म का पूरा नाम व पता) पूर्ण
सत्यनिष्ठा से घोषणा करता हूँ कि मेरा/मेरी फर्म के किसी भी साझेदार का कोई सगा
सम्बन्धी/रिश्तेदार उ0प्र0 राज्य विद्युत उत्पादन निगम लिमिटेड में कार्यरत नहीं है।
2. मैं.....(प्रोपराइटर/साझेदार का नाम)
प्रोपराइटर(फर्म का पूरा नाम व पता) पूर्ण
सत्यनिष्ठा से घोषणा करता हूँ कि मेरा/मेरी फर्म के किसी भी साझेदार (साझेदार का
नाम) का कोई सगा सम्बन्धी/रिश्तेदार उ0प्र0 राज्य विद्युत उत्पादन निगम लिमिटेड में
कार्यरत है, जिसका विवरण निम्नवत् है।

नाम :- पिता का नाम :-

...

पदनाम :- कार्यालय का नाम व पता :-

...

रिश्ता :-

(पूरा नाम)
फर्म का पता

नोट:- क्रमांक 1 एवं 2 में जो लागू न हो उसे काट दें।

(To be executed on a NON-JUDICIAL stamp Paper of Rs. - 10/- plus Re.1/- revenue stamp)

AGREEMENT FOR TENDER VALIDITY

Tender invited by

- 1. Superintending Engineer
Material Management Circle
Obra Thermal Power Station,
Obra-Sonebhadra

- 2. **Tender for** :- Supply of Caustic Soda Lye for BTPS OBRA
- 3. **Tender Notice No.** :- OBR/6000011369/T-11/PD-I/26-27
- 4. **Name of Tenderer** :-

(Name of the firm)

In consideration of U P Rajya Vidyut Utpadan Nigam Ltd., having treated the tenderer to be eligible person whose tender may be considered, the tenderer hereby agrees to the condition that its offer shall remain firm & valid for **120 Days** w. e. f. the date of opening of Part-II of the tender bids. The tenderer also agrees to the condition that if the tenderer does withdraw his proposal within the said period of **120 Days** or during the period of execution, the Earnest money deposited by him, may be forfeited to the U P Rajya Vidyut Utpadan Nigam Ltd., at the discretion of the latter.

Signed this day of 2026

Signed by Tenderer/Authorized Signatory

Seal

Witness :-

1 :-

2 :-

भाग एक के साथ जमा किया जाना सुनिश्चित करें।

फर्म का नाम:

मालिक एवं भागीदारों के नाम (पिता के नाम सहित)

क्रमांक	नाम	पिता का नाम	पता	दूरभाष संख्या
1.				
2.				
3.				
4.				

1. स्थाई पता:

- मकान संख्या.....
- ग्राम / मोहल्ला.....
- डाकघर
- थाना
- जिला
- पिनकोड
- दूरभाष संख्या

2. पत्राचार हेतु पता:

- मकान संख्या.....
- ग्राम / मोहल्ला.....
- डाकघर
- थाना
- जिला
- पिनकोड
- दूरभाष संख्या

हस्ताक्षर
अधिकृत प्रतिनिधि

कम्पनी / फर्म की स्थिति में प्रोपराइटरी प्रमाण पत्र / पार्टनरशिप डीड / कम्पनी होने का प्रमाण पत्र कम्पनी ऐक्ट के अनुसार तथा उपरोक्त पते का प्रमाण देना आवश्यक है।

FORM OF BANK GUARANTEE

(For depositing earnest money in case the amount exceeds Rs. 5000/- Bank Guarantee should be on non-judicial Stamp paper of Rs. 100.00 as per present Act and should be checked by the tenderer at the time of issuing the Bank Guarantee of any change in the Stamp value).

To,

Dy. Chief Account Officer,
CFA & BO, BTPS, Obra Thermal Power Station
UPRVUN Ltd. OBRA, SONEBHADRA-231219

Sir,

Whereas Messer'sa company incorporated under the Indian Companies Act, its registered office at/a firm registered under the Indian Partnership Act and having the business office atSri.....son of.....resident ofcarrying on business under the firm's name and style of Messers.....at/ Sri.....son or.....resident of..... at.....Srison or..... resident of Sri.....son of.....resident of..... Partners carrying on business under the firm's name and style of messers.....atwhich is an unregistered partnership (here in after called "the tenderer") has/have in response to your Tender Notice against specification numberfor.....offered to supply and/or execute the works as contained in the tenderer's letter no.....

AND WHEREAS the Tenderer is required to furnish you a Bank Guarantee for the sum of Rs.....as earnest money against the tenderer's offer as aforesaid.

AND WHEREAS we..... (name of the Bank) have at the request of the tenderer agreed to give you the guarantee as here in after contained.

NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that 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 U.P. RVUN Ltd. and the tenderer in this regard AND we hereby further agree as follows :

- (a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with the tenderer in regard to the-conditions contained in the said tender and thereby modify these conditions or and there to any further conditions as may be mutually agreed upon between you and the tenderer.
- (b) That the guarantee herein before contained shall not be affected by any change in the constitution of our bank or in the constitution of the tenderer.

- (c) That any account settled between you and the tenderer shall be conclusive evidence against us of the amount due here under and shall not be questioned by us.
- (d) That this guarantee commences 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 said specification and executes a formal agreement as therein provided or till four months after the period of validity or the extended period of validity as the case may be, of the tender, whichever the earlier.
- (e) Notwithstanding anything contained above, the liability of the Guarantor here under is restricted to the said sum of Rs.....and this guarantee shall expire on the day of20.....Unless a claim under the guarantee is filed with the Guarantor.....within six months from such date, all claims shall lapse and the Guarantor shall be discharged from the Guarantee.
- (f) That the expressions “the tenderer” and the bank, “the U.P.R.V.U.N.L herein used shall unless interpretation is repugnant to the subject or context, include their respective successors and assigns.

Yours faithfully

For Bank Ltd.

Dated.....

Note: Bidder to note that validity of Bank Guarantee must be 180 days from the date of opening of tender.

FORM 'B'

General Conditions for the Supply of Plant and Machinery for the works Pertaining to the UPRVUNL

1 - Definition of Terms :-

In continuing general conditions and the annexed specification. The following words shall have the meanings herein assigned to them unless therein any things in the subject or context inconsistent with such construction:

The 'Purchaser' shall mean the UPRVUN Ltd. and shall include his successors and assigns.

The 'Contractor' shall mean the tenderer whose tender shall be accepted by the Purchaser and shall include such tenders, heir Legal representatives, successors and assigns.

The 'Sub Contractor' shall mean the persons named in the contract for any part of the work of any person to whom any part of the contract has been subject with the consent in writing of the Engineer and the heirs. Legal representatives, successors and assigns of such person.

The 'Engineer' shall mean the officer placing the order for the work with the contractor and such other officer as may be the duly authorized and appointed in writing by the purchaser to act as Engineer for the purpose of the contract and in case where no such officer has been so appointed the purchaser or his duly authorized representative.

'Plant' shall mean the plant and materials to be provided by the contractor under the contract.

The 'Contract' shall mean and include the General Conditions, Specification, Schedules, Drawing Form of tender, Covering Letter, Schedule price of the final General Conditions, Specification and drawing and the agreement to be entered into under clause 3 of these General Conditions.

The 'Specification' shall mean the specification annexed to these General Conditions and the Schedule there to if any.

The 'Site' shall mean the site of the proposed work as detailed in the specification or any other place in Uttar Pradesh where work is to be executed under the Contract.

'Month' shall mean the calendar month.

Writing shall include any manuscript, typewritten or printed statement, under or ove signature or seal as the case may be.

Words importing persons shall include Firms, Companies, Corporations and other bodies whether incorporated or not.

Words importing the singular only shall also include the plural and vice versa where the context requires.

2 - Contractor to inform himself fully :-

The Contractor shall be deemed to have carefully examined the General Conditions, Specification, Schedules and Drawing If he shall have any doubt as to the meaning of any portion of these General conditions or of the Specification he shall before signing the contract, set forth the particulars thereof & submit them to the Engineer in writing in order that such doubt may be removed.

3 - Contract :-

Formal agreement shall, if required by the purchaser be entered into between the purchaser and the Contractor for the proper fulfillment of the contract, Further, if required by the purchaser, the contractor shall deposit with purchaser as security for the due and faithful performance of the Contract. Such sum not being less than one percent of the total value of the Contract may be filed by the purchaser either in cash or any other form approved by the purchaser. The security deposit shall be refunded to the Contractor on the delivery and check of the plant at the site of the work.

The expenses of completing and stamping the agreement shall be paid by the purchaser and the Contractor shall be furnished free of charge with an executed stamped

counterpart of the agreement.

After the tender has been accepted by the Purchaser all orders or instructions to the Contractor shall except as herein otherwise provided, be given by the Engineer on behalf of the Purchaser.

4 - Contract Drawing :-

The contractor shall submit in duplicate, the to Engineer for his approval drawings of the General Condition of the plant to be provided and such detailed Drawings, other than shop drawing as may be reasonably necessary.

Within a fourteen days of the receipt of such drawings the Engineer shall signify his approval or otherwise of the same, and in the event of his disapproving the drawings, the Contractor submit further drawing for approval.

Within a reasonable period of the notification by the Engineer to the contractor of his approval of such drawings, three sets, in ink on tracing cloth of ferriogallic prints mounted on cloth of the drawings as approved shall be supplied to him by the contractor and be signed by him and by the Contractor respectively & be thereafter deemed to the 'Contract Drawings'.

These drawing when so signed shall become the property of the Purchaser and be deposited with the Engineer and shall not be departed from in any way whatsoever except by the written permission of the Engineer as here in after provided.

In the event of the Contractor desiring to possess a signed set of drawings, he shall supply four sets instead of three sets and in this case the Engineer shall sign the fourth sets and return the same the Contractor

The Contractor if requested by the Engineer shall supply in addition copies of any drawings other than shop drawings which may reasonably be required for the purpose of the contract and may make a reasonable charge for such copies.

The Engineer or his duly authorized representative whose name shall have previously been communication in writing to the contractor shall have the right at all reasonable times to inspect at the factory of the Contractor, drawings of any portion of the plant.

5 - Mistake in drawings :-

The Contractor shall be responsible for and shall pay for any alterations of the plant due to any discrepancies, errors or commissions in the drawings or other particulars supplied by him, whether such drawings or particulars have been approved by the Engineer or not provided tat if such discrepancies errors or omission and due to inaccurate information or particulars furnished to the Contractor by the Engineer any alterations in the plant necessitated by reason of such inaccurate information or particulars shall be paid for by the purchaser.

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

6 - Sub-letting of Contract :-

The Contractor shall not without the consent in writing of the Engineer or purchase, which shall not be unreasonably, withheld assign or sub-let this contract or any substantial part hereof other than for raw material, for minor details or for any part of the plant 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 the Contract.

7 - Patent rights :-

In the event of any claim or demand being made or action being brought against the purchaser for infringement at alleged infringement or Letter Patent, in respect of any machine, plant or thing used or supplied by the Contractor under this contract or in respect of any method of using or working by the purchaser of such machine plant or thing the contractor will indemnify the purchaser against such claim of demand and all costs and expenses arising from or incurred by reason of such claim or demand PROVIDED THAT the purchaser shall notify the contractor immediately and claim is made that the contractor shall be at liberty if he so destres with the assistance for the purchaser if required but at the Contractor's own expense to conduct all negotiations for the settlement of the same or any litigation that may arise there form and PROVIDED THAT no such machine plant or thing

shall be used by the purchaser for any purpose or than in any manner other than that for which they have been supplied by the Contractor and specified under this contract.

8 - Quality of Materials :-

The plant shall be manufactured & constructed & in the best and most substantial and most workman like manner and with materials of the best or of approved qualities for their respective user.

9 - Packing :-

The contractor shall be responsible for securely protecting and packing the plant so as to avoid damage under normal conditions of transport.

10 - Delivery :-

The cost of delivering the whole of the material F.O.R. at the Railways Station specified shall be borne by the Contractor.

11 - Power to vary or omit Work :-

No alterations, amendments, omissions, additions suspensions, or variations of the plant (hereinafter referred to his 'variations') under the contract as shown by the contract drawings or the specification shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full power subject to the provision hereinafter contained from time to time during the execution of the contract by notice in writing to instruct the contractor to make such variations without prejudice to the contract and the contract or shall made such variation and be bound by the same conditions as for as applicable as through the said variations occurred in the specification, If any suggested variations would, in the opinion of the contractor if the carried out prevent him from fulfilling any of his obligation or guarantee under the contract he shall notify the Engineer there of in writing and the Engineer shall decided forthwith whether or not the same shall be carried out and if the Engineer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be justified. The difference of cost if any occasioned by any such variation, shall be added to of deducted from the contract price as the case may require. The amount of such difference, if any shall be ascertained and determined in accordance with the rates specified in the schedule of price so for as the same may be applicable and where the rates are not contained in the schedule, or are not applicable they shall be the Engineer and contractor jointly as for as possible before such variation are carried our provided that the purchaser shall not become liable for the payment of any charge in respect of any such variations, unless the instruction for the performance of the same have shall be given in writing by the Engineer.

In the event or the Engineer requiring any variations such reasonable and proper notice shall be given to the Contractor as will enable him to make his arrangement accordingly and in cases where goods or materials have already been prepared, or any designs drawings or patterns have been made or work done that require to be altered the Engineer shall allow such compensation in respect there of as he shall consider reasonable.

Provided that no such variations shall except with the consent in writing of the Contractor be such as will involve in increase or decrease of the total price payable under the Contract by more than 10 per sent thereof.

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

12 - Negligence :-

If the Contractor shall neglect to manufacture or supply the plant with due diligence and expeditions, or shall refuse or neglect to comply with any reasonable orders given him in writing by the Engineer in connection with the manufacture or supply or shall contravene any provision of the contract, the purchaser may give seven days, notice in writing to the contractor to make good the failure neglect or contravention complained of and if the contractor shall fail to comply with the notice within a reasonable time from the date of service thereof in the case of failure, neglect or contravention capable of being made good within that time then and in such case if the purchaser shall think fit, it shall be lawful for him to take the manufacture of supply of plant wholly or in part out of the Contractor's had

and given it to another person on contract at a reasonable price and the Purchaser shall be entitled to retain and apply any balance which may be otherwise due on the contract by him to the contractor or such part thereof as may be necessary to the payment of the cost of manufacture or supply of such plant as aforesaid.

13 - Death bankruptcy etc. :-

If the contractor shall die or commit an act of bankruptcy or being a corporation commence to be wound up except for reconstruction purpose or carry on its business under a Receiver the executors, successors, or other representative in law of the state of the contractor or any such receiver Liquidator, or any person in whom the contract may become vested shall forth with give notice thereof in writing to the Purchaser and shall for one month during which he shall take all reasonable step to prevent a stoppage of the manufacture of plant have the option of carrying out the contract subject to his or their providing such guarantee as may be required by the Purchaser but not exceeding the value of the plant for the time being remaining unexecuted In event of stoppage of the manufacture of the plant the period of the option under this clause shall be fourteen days only provided that should the above option not be exercised . The contract may be determined by the Purchaser by notice in writing so the contractor and the purchaser may exercise the same power which he could exercise and will have the same rights which he would have under the last proceeding clause if the work had been taken out of the Contractor hand under that clause.

14 - Inspection and testing :-

The Engineer and his duly authorized representative shall have at all reasonable times access to the contractor's premises and shall power at all reasonable times to inspect and examine the material and workmanship of the plant during its manufacture there and if part of the plant is being manufactured on other premises the contractor shall obtain for the Engineer and for his duly authorized representative permission to inspect to inspect it as if the plant was manufactured on the contractor's own premises.

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

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

Test at Contractor's premises :-

in all cases where the contractor provides for assets whether at the premises of the contractor or of any sub-contractor, the contractor except where otherwise specified shall provide free of any charge, such labour, material electricity, fuel water, stop apparatus, and instruments as reasonably be demanded, to carry out efficiently such test of the plant in accordance with the contract and shall give facilities to the Engineer or to his authorized representative to accomplish such testing.

If special test other those specified in the contract are required they shall be paid for by the purchaser as, 'variations' under clauses II.

When the test have been satisfactorily completed at the contractor works the Engineer shall issue certificate to the effect.

Test on Site :-

In all cases where the Contractor provided for test on the site, the purchaser except otherwise specified shall provided free of charge, such labour 'material, electricity, fuel water, stores, apparatus and instruments as may be requisite from time to time and as may reasonably be demanded efficiently to carry out such test of the plant or workmanship in accordance with the contract.

In the case of contractor requiring electricity for tests on site such electricity shall be supplied to the Contractor in the most convenient form available.

15 - Delivery of Plant :-

No plant shall be forwarded until shipping/dispatch Instruction shall have been given to the contractor.

Notification of delivery or dispatch in regard to each and every consignment shall be made to the Purchaser immediately after dispatch or delivery. The Supplier shall further supply to the Consignee a priced invoice and packing account of all stores delivered or dispatched by him. All packages, containers, bundles and loose materials forming part of each and every consignment shall be described fully in the packing account, and full details of the contents of packages and quantity of material shall be given to enable the consignee to check the stores on arrival at destination.

16 - Engineer's supervision :-

The manufacture and supply of plant shall be carried out under the direction and to the reasonable satisfaction of the Engineer.

17 - Engineer's decisions :-

In respect of all matters which are left to the decision of the Engineer including the granting or with holding of certificate's the Engineer shall, if required so to do by the Contractor, give on writing a decision thereon and his reasons for such decision. If the decision is not accepted by the Contractor, the matter shall, at the request of the Contractor be referred to arbitration under the provision for arbitration here in after contained, but subject to the right of reference to arbitration such decision shall be final & binding on the Contractor.

18 - Liability for accident and damage :-

The Contractor shall be responsible for loss, damage or depreciation if goods up to delivery at site.

19 - Replacement of defective plant or materials :-

If during the progress of manufacture or supply of plant the Engineer shall decide and notify in writing to the Contractor that the Contractor has manufactured any plant of part of plant unsound or imperfect, or has supplied any plant inferior in quality to that specified the Contractor on receiving details of such defects or deficiency shall at his own expense within such time as may be reasonably so necessary for the purpose proceed to after reconstruct, or remove such plant or part of plant, or supply fresh materials up to standard of the specification and in case the contractor shall fail so to do the purchaser may, on given the Contractor seven days notice in writing or his intention so to proceed to alter, reconstruct or remove such plant or part of plant or supply all such material at the Contractor's cost provided that nothing in this clause shall be deemed to deprive the purchaser of or effect any rights under the contract which he may otherwise have in respect of such defect or deficiencies.

20 - Deduction from contract price :-

All costs, damages or expenses which the purchaser may have paid for which under the Contractor is liable, may be deducted by the Purchaser from any moneys due or which may become due by him to the Contractor under this contract, or may be recovered by suit or otherwise from the Contractor.

21 - Terms of payment :-

- 1 - Subject to any deduction which the Purchaser may be authorized to make under the contract or subject to any addition or deduction provided for under clause 11, the Contractor shall on the certificate of the Engineer, be entitled to payment as follows :-
 - (a) - Ninety percent of the F.O.R. contract value of the plant among with 100 % Sales Tax and Excise duty as applicable on the finished material/equipment shall be made through Bank intimated by the purchaser in rupees on receipt by the purchaser in rupees on

receipt by the purchase of the contractor's invoice giving the number and date of the railways receipt covering the dispatch of the plant from the Indian Port and of the advice not giving case number and contents together with a certificate by the contractor to the effect that the plant detailed in the said advice note has actually been dispatched under the said railway receipt and the contract value of the said plant so dispatched is not less than the amount entered in the invoice.

- (b) - Ten percent of the F.O.R. contract value on presentation on the Contractor's invoice when each commercially usable section of the plant is complete and the last portion of such section has been dispatched and the whole material has been delivered at the place fixed for delivery and checked at the site of the work or within one month of such delivery whichever is earlier.

Provided that each of the payment under this clause shall be due on the last day of the month in which the invoice for the amount due together with the necessary documents is received by the purchaser.

Provided also that the purchaser shall not be bound to make any payment under sub clause (a) unless the amount of such payment represent at least eight percent to the total contract value of the plant

- (c) - In case the material equipment is dispatched by Road Transport 100% payment along with the Sales Tax and excise duty etc. shall be made by the purchaser after receipt of material and check at site WITHIN one month of receipt of material equipment.

- 2 - It at the time at which the last installment becomes payable there are minor defects in the plant which are not of such importance as to effect the full commercial use of the plant, then the purchaser shall be entitled to retain such part of the installment as represents the cost of making good such minor defects and any sum so retained shall, subject to these provisions of clause 30, become due upon such minor defects being made good.

- 3 - If the Purchaser desires that the plant or any portion should not be dispatched by the contractor when it is due for dispatch the Contractor shall store such plant or portion at his work and be responsible for all risks. For such storage the purchaser shall pay to the Contractor at a rate to be manually agreed upon between the parties but exceeding (.....) per ton per week payable quarterly plus interest at on ex-cent per annum above the current rate of the State Bank of India no 80 percent of contract value of the plant or portion thereof as stored for the period from the date on which the said plant or portion becomes due and is ready for shipment/dispatch up to the on which it is actually shipped/dispatched.

22 - Provisional sums :-

If any case where the contract price includes as provisional sum to be provided by the Contractor for meeting the expenses of extra work or for work to be done or material to be supplied by a sub contractor, such sum shall expedience or used either wholly or in part or be not used at the discretion of the Engineer and entirely as he may decide and direct. If no part or only a part there or be used than the whole of the part not used, as the case may be, shall be deducted from the contract price, It the sum used is more than such provisional sum the Contractor shall pay the excess. In the case of material supplied or work done by a subcontractor, the total of the sum not paid to the sub contractor on account of such material or work and a sum equal to 10 per cent of such not allowed as Contractor's profit shall deemed to be the sum used. None at the work or articles to which such sum of money refers shall be done or purchased without the written order of the Engineer, the Contractor shall allow the Sub Contractors every facilities for the supply of materials or execution of their several works simultaneously with his own and shall, within fourteen days after the Engineer has requested him in writing so to do, pay the due of such sub-contractors on account of such materials of works, PROVIDED ALWAYS that the Contractor shall have no responsibility with regard to such work or articles unless he shall have previously approved the Sub-contractor and/or the material or plant to be supplied.

23 - Certificate of Engineer :-

- 1 - Every application to the Engineer for a certificate must be accompanied by a detailed invoice in plicate) dusting fourteen the order of the schedule of prices particulars of the plant supplied and the certificate as to such plant as is, in the reasonable opinion of the

- Engineer in accordance with the Contract shall be issued within fourteen days of the application for the same.
- 2 - The Engineer may, be any certificate, make any correction or modification in any previous certificate which shall have been issued by him and payment shall be regulated and adjusted accordingly.
- 24 - Certificate not to affect right of the Purchaser or Contractor :-**
No certificate of the Engineer on account, not any sum paid no account by the purchaser, nor any extension of time granted under clause 26 shall affect or prejudice the rights of the purchaser against the Contractor, either under this Agreement or under the law or relieve the Contractor of his obligations for the due performance of the Contract, or be, Interpreted as approval of the plant manufactured or supplied and no certificate of the Engineer shall create liability in the purchaser to pay for any alterations amendments variations or additions oat ordered in writing by the Engineer or absolve the Contractor of his liability for the payment or damages whether due, ascertained, or certified, or not of any sum against the payment of which he is bound to indemnify the purchaser nor shall any certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of Contractor against the Purchaser either under this Agreement or under law.
- 25 - Suspension of works :-**
The Purchaser shall day to the Contractor all reasonable expenses incurred by the Cost actor by reasons of suspension of the manufacture of plant, delay in shipment by order in writing of the purchaser of the Engineer unless suspense's or delay shall be due to some default on the part of the contractor or sub-contractor.
- 26 - Extension of time for completion :-**
The time given to the contractor for dispatch or delivery shall be reckoned from the date of receipt by the contractor of the order. There with all necessary information and drawing to enable the work to be put in hand.
In all case in which progress shall be delayed by strikes, lockouts, fire accident, defective material delay in approval of drawing or any clause whatsoever beyond the reasonable control of the contractor, and whether such delay or impediment shall occur before or after the time or extended time for dispatch or delivery a reasonable extension of time shall be granted.
- 27 - Damages for delay in completion :-**
If the contractor shall fail in the due performance of his contract within the time fixed by the contractor or any extension thereof the contractor agrees to accept a reduction of the contract price by half percent per week reckoned on the contract value of such portion only of the plant as cannot in consequence of the delay be used commercially and efficiently during each week the appointed of extended time as the case may be and the actual time of acceptance under clause 29, and such reduction shall be in full satisfaction of the contractor's liability for delay but shall not in any case exceed 10 per cent contract value of such portion of the plant.
- 28 - Rejection of defective Plant :-**
If the completed plant, or any portion thereof before it is taken over under clause 29 be found to be defective or fails to fulfill the requirement of contract, the Engineer shall give the contractor notice setting forth Particulars of defects of failure and the contractor shall forthwith make the defective plant good or alter the same to make it comply with requirements of the contract, If the contractor fails to do within a reasonable time purchaser may reject and the cost of the contractor the whole or any portion of the plant as the case may be which is defective or fails to fulfill the requirement of the contract. Such replacement shall be carried out by the purchaser within a reasonably and at a reasonable price and where reasonably possible to the same specification and under competition conditions. In case of such replacement by the purchaser the contractor shall be liable to pay to the purchaser the extra cost, if any of such replacement delivered and or corrected as provided for in the original contract, Such extra cost being the ascertained between the price paid be the Purchaser, under the provisions above mentioned for such difference replacement an the contractor price for the plant so replaced and also to repay and sum paid by the purchaser to the contractor or in respect of such defective plant, If the

purchaser does not so replace the rejected plant within a reasonable time, the contractor, shall be liable only to repay to the purchaser all money paid by the purchaser to him in respect of such plant.

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

29 - Taking over :-

Where the Specifications calls for performance tests before shipment these have been successfully carried out the plant shall be accepted and taken over and the Engineer shall notify the Contractor to the effect. When the Specification call for tests on site the plant shall be taken over immediately after such tests have been sat satisfactorily carried out and the Engineer shall notify the Contractor to that effect.

Such notification shall not be unreasonably withheld nor shall the Engineer delay giving such notification on account of minor omissions and defects, which do not necessarily delay shipment nor effect the commercial use of the plant without any serious risk, PROVIDED ALWAYS that the Contractor undertakes to make good such omissions and defects at the earliest possible moment.

30 - Maintenance :-

For a period of 12 (twelve) calendar months commencing Immediately upon the setting to work of the plant, called "maintenance period" the contractor shall remain liable to replace any defective part that may develop in plant of his own manufacture or these of his sub-contractors approved under clause 6 under the condition provided for by the Contractor under proper use and arising solely from faulty designs materials or workmanship PROVIDED ALWAYS that such defective Parts as are not repairable at site and or not essential in the meantime to the maintenance in comment use of the plant, are promptly returned to the Contractor's works at the expense of the Contractor unless otherwise arranged.

If it becomes necessary for contractor to replace or renew any defective parts of the plant under this clause the provisions of the first paragraph of this clause shall apply to the parts of the plant so replaced or renewed until the expiration of six month from the date of such replacement or renewal or until the end of the above mentioned period of twelve months whichever may be the later.

If any defect be not remedied within a reasonable time, the purchaser may proceed to do the work at the contractor's risk and expense but without Prejudice to any other rights which the purchaser may have against the contractor in respect of such defects.

The repaired or new parts will be delivered in accordance with clause 10. The Contractor shall bear reasonable cost of minor repairs carried out on his behalf at site.

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

31 - Arbitration :-

If any dispute difference or controversy shall at any time arise between Contractor on the one hand & the U.P.R.V.U.N. Ltd. and Engineer of the contract on the other touching the contract or as to the true construction, meaning and intent of any part or condition of the same or as to the manner of execution or as to the quality of description of or payment for same or as to the true intent, meaning interpretation, construction, or tact of the clauses of the contract specification or drawing or any of them or as to anything to be done, omitted or suffered in pursuance of the contract or specifications or to as the mode of carrying the contract, in the effect or as to the breach of alleged breach or the contract or as to the any claims on account of such breach or alleged breach or as to any obviating or compensating or the commission of any such breach or as to any other matter or thing whatever connected with on arising out of the contract and whatever before or during the progress or after the completion of the contract such question, difference or dispute shall be referred for adjudication to the Chairman. UPRVUNL or to any other person nominated by him in this behalf and his decision in writing shall be final binding and conclusive of this

submission shall be deemed to be a submission to arbitration with in the meaning of the Indian Arbitration Act 1940 or any statutory modification thereof. The arbitrator may from time to time with consent of the parties enlarge the time for making and publishing the award.

Upon every or any such reference the costs of, an incidental to the reference and awards respectively shall be in the discretion of the arbitrator who shall be competent to determine the amount thereof, or direct the same to be taxed as between solicitor and client or as between party and to direct by whom and in what manner the same shall be borne and paid.

Work under the contract shall it reasonably possible continue during the arbitration proceedings and no payments due or payable by the Nigam shall be withheld on account of such proceedings.

32 - Construction of Contract :-

The contractor shall in all respects be construed and operated as a contract as defined in the Indian Contracts Act 1872, and all payments there under shall be made in Rupees unless otherwise specified.

33 - Marginal Notes :-

The marginal note to any clause of this Contract shall not affect of control the construction of such clause.

DISPUTE RESOLUTION MECHANISM

Government of India vide its OM no. F-/2/2024-PPD dt. June 03, 2024 has issued guidelines regarding Arbitration and Mediation in contracts of Domestic Public Procurement. These are applicable to Central Government Ministries/Departments, attached/subordinate offices and autonomous bodies, Central Public Sector Enterprises including Banks and Financial Institutions. Inspired by the principles 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 provision of dispute resolution through arbitration under Arbitration and Conciliation Act, 1996 shall be deleted from all contracts, purchase orders, as well as request for proposal (RFP) and work orders to be issued, whether for capital works or O&M works, effective from the date of issue of this order in this regard. 3. The dispute resolution will be according to the following two categories: a. Disputes with value less than and up to Rs 10 crore. b. Disputes with value greater than Rs 10 crore. 4. Disputes with value up to Rs 10 crore will be dealt in the following manner: a. In case of disputes with value up to Rs 10 crore, the contractor/vendor 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 experts 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)/vendor(s) is/are not satisfied by the proposed solution, they may refer the matter to a Conciliation Committee of Independent Experts (CCIE) for resolution, negotiation or adjudication. In order to deal with such disputes, one or more CCIEs may be set up by Chairman, UPRVUNL comprising the following members: i. Former/retired officer of the rank of Principal 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 Chief Engineer 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. c. In exceptional cases of disputes (even with value less than Rs 10 crore), where the decision may result in a policy change or have a much wider impact than just being limited to the dispute in hand, MD, UPRVUNL shall refer the same to Chairman, UPRVUNL for resolution. The Chairman may adjudicate/resolve the dispute himself or refer the same to the High-Level Committee (HLC) as mentioned hereinafter. 5. Disputes with value greater

than Rs 10 crore will be dealt in the following manner: a. In case of disputes with value greater than Rs 10 crore, the contractor/vendor will refer the matter to the Chairman, UPRVUNL who will examine the dispute/grievance impartially and try to settle the same through the process of mutual discussion for an amicable resolution in a time-bound manner. For this purpose, Chairman may seek necessary advice/inputs from domain experts, finance experts 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)/vendor(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 set up by Chairman UPRVUNL comprising the following members: i. Former/retired officer of the rank of Additional Chief Secretary to the Government of UP or above. ii. Sector expert, either retired or serving, having substantial domain knowledge of project development, execution and O&M of Power Plant not below the rank of Director of UPRVUNL. iii. Expert in Finance and taxation, commercial or mercantile law, as applicable, with experience in senior position in the sector/financial institutions, not below the rank of Director of UPRVUNL. e. In exceptional cases, the Chairman UPRVUNL may provide that the HLC will be headed by a retired judge of Hon. High Court/Hon. Supreme Court with the other three members as mentioned in para 5(d) above. 6. In case the parties opt for mediation, then the dispute shall be settled as per the provisions of the Mediation Act, 2023, in which case the procedure as under may be followed: a. The parties may negotiate the matter and place a tentative solution before the MD or Chairman UPRVUNL, or CCIE or HLC (as the case may be), or b. The parties may conduct the mediation through a mediator and then place the mediated agreement before the MD or Chairman UPRVUNL, or CCIE or HLC (as the case may be), or c. The parties may use the CCIE or the HLC, as the case may be, itself as mediator. 7. Notwithstanding the above, in case(s) so necessitated, Chairman, UPRVUNL is authorized to exempt the application of this order and to include the arbitration clause in a contract, subject to his prior approval in writing. 8. This order will be applicable with immediate effect and will be applied to all such contracts, PO, work order or agreements which are not yet signed, even if LoA /LoI etc. have been issued. In case of any deviation, the matter will be referred to UPRVUNL headquarters for decision. 9. Further, this order shall also be applicable to any disputes that may be existing as on date of this order or may arise in respect of the already awarded contracts, work orders or agreements, subject to the consent of the parties involved therein. In case of disputes pending before the Arbitration Tribunals or Courts, the option of resolution as per the above process would also be available. In such case, the parties would need to withdraw from the arbitration proceedings and undertake to forgo their rights to proceed for further arbitration in the matter under dispute. However, other legal remedies would be open to the parties in the event of the resolution proceedings not being successful. 10. The Board also directed that for the existing contract(s), best efforts shall be taken to include the provisions of this Dispute Resolution Mechanism and necessary action should be taken to amend the contract

END OF TENDER DOCUMENT