

U.P. RAJYA VIDYUT UTPADAN NIGAM LTD.



OBRA THERMAL POWER STATION

OBRA - SONEBHADRA

TENDER DOCUMENT

TENDER NO. T-01/SE-I/ATPS/BMD-I/2014-15

Name of works : Works of annual breakdown maintenance of boiler pressure parts, heating surface & HP valves of 2x50MW units 'A' TPS, Obra



jk'Vlgr eafct yh cpk; a

**OFFICE OF THE SUPERINTENDING ENGINEER
OPERATION & MECHANICAL MAINTENANCE CIRCLE-I
OBRA 'A' THERMAL POWER STATION
P.O. : OBRA – 231219
DISTRICT : SONEBHADRA (U.P.)**

Tender Notice No. T-01/SE-I/ATPS/BMD-I/2014-15

Name of work : Works of annual breakdown maintenance of boiler pressure parts, heating surface & HP valves of 2x50MW units 'A' TPS, Obra

Before submission of the tender, the bidders are requested to make themselves fully conversant with the site of work, technical specifications, general conditions of contract, special conditions of contract etc. so that no ambiguity arises later in this respect. This tender document contains the following sections:

- i) Notice Inviting Tender
- ii) Pre-qualifying conditions of the tender.
- iii) Schedule of Bill of Quantity / Scope of Work.
- iv) Instructions to bidders regarding submission of e-bid.
- v) General Instructions to bidders.
- vi) Commercial terms and conditions.
- vii) Special terms and conditions.
- viii) Annexures.

**SUPERINTENDING ENGINEER
O&MMC-I, 'A' TPS, OBRA**

NOTICE INVITING TENDER

Online e-bids on prescribed bid forms in Two Parts namely **Part-I** (Technical Bid) **Part-II** (Price Bid) are invited simultaneously by the undersigned as below:

- | | |
|--|--|
| 1 TENDER NOTICE NO. | T-01/SE-I/ATPS/BMD-I/2014-15 |
| 2 NAME OF WORK | Works of annual breakdown maintenance of boiler pressure parts, heating surface & HP valves of 2x50MW units 'A' TPS, Obra |
| 3 ESTIMATED COST OF WORK | Rs. 4.65 lacs (Rs. Four lacs sixty five thousands Only) |
| 4 PERIOD OF THE CONTRACT | One year |
| 5 LAST DATE AND TIME FOR SUBMISSION OF E-BIDS
(Website - http://etender.up.nic.in) | 23.03.2015 (Up to 14:00 Hrs.) |
| 6 LAST DATE AND TIME FOR SUBMISSION OF HARD COPY OF REQUISIT DOCUMENTS | 25.03.2015 (Up to 14:00 Hrs.) |
| 7 DATE AND TIME OF OPENING OF E-BIDS | Part-I 25.03.2015 (16:00 Hrs.)
Part-II 27.03.2015 (16:00 Hrs.) |
| 8 PLACE OF OPENING OF E-BID | Office of the Superintending Engineer
Operation & Mechanical Maintenance Circle - I
Obra 'A' Thermal Power Station, Obra
Distt. – Sonebhadra (UP) |
| 9 ADDRESS FOR COMMUNICATION | Superintending Engineer
Operation & Mechanical Maintenance Circle - I
Obra 'A' Thermal Power Station, Obra
Distt. – Sonebhadra (UP), PIN-231219
e-mail – se.ommc_1.atps.obra@uprvunl.org |
| 10 TENDER COST | Rs. 250.00 + 35.00 (VAT) |
| 11 EARNEST MONEY | Rs. 9,300.00 |

NOTE: In case the date of opening of bids is declared a holiday then the e-bids shall be opened on the next working day at the same time. The details for submission of bids are available in the bid document uploaded on the e-procurement website: <http://etender.up.nic.in> . The undersigned reserves the right to cancel any or all the e-bids/annul the bidding process without assigning any reason. The bidders are required to be registered with U.P. Electronics Corporation, Ashok Marg, Lucknow for participation in the e-Tendering.

SUPERINTENDING ENGINEER
O&MMC-I, 'A' TPS, OBRA

PRE-QUALIFYING CONDITIONS OF TENDER

Works : Works of annual breakdown maintenance of boiler pressure parts, heating surface & HP valves of 2x50MW units 'A' TPS, Obra

All the documents as mentioned in Para 1.03(a) of general instructions to the bidders are invariably to be submitted with Part-I. However if the following conditions laid down for part-I are not fulfilled, part-II shall not be opened.

- (i) Tender fee in the shape of cash receipt / DD duly pledged in favour of Dy. Chief Accounts Officer CPAD 'A' TPS Obra.
- (ii) EARNEST MONEY in the shape of BG / F.D.R./ Call Deposit / Bank Draft of a scheduled bank or cash deposit / NSC duly pledged in favour of Dy. Chief Accounts Officer, CPAD, 'A' TPS, Obra.
- (iii) Copy of valid labour license / registration issued by DLC, Pipri, if applicable and if not then firm must submit an affidavit on non-judicial stamp paper of Rs.10/- or as applicable from time to time, duly attested by Notary.

OR

In case, firm posses a labour license issued by any other authority other than DLC, Pipri valid to work in any Power Station other than Obra Thermal Power Station, then the firm shall submit the following undertaking on Non-judicial stamp paper of Rs.10/- and shall comply with the same in case LOI is issued in his favour: -

"We shall submit labour license issued by DLC, Pipri valid for Obra Thermal Power Station within 15 days after issue of LOI, failing which LOI issued may be cancelled and any penalty imposed by UPRVUNL shall be acceptable."

- (iv) Copy of valid labour insurance from competent authority valid for Obra Thermal Power Station.

OR

In case firm does not possess a valid labour insurance then the firm shall submit the following undertaking on non-judicial stamp paper of Rs. 10/- and shall comply with the same in case LOI is issued in his favour:-

"We shall submit the labour insurance valid for Obra Thermal Power Station within 30 days after issue of LOI / prior to start of work whichever is earlier, failing which LOI issued may be cancelled and any penalty imposed by UPRVUNL shall be acceptable."

- (v) Latest income tax return file and PAN No. of the firm / proprietor.
- (vi) Copy of experience of similar nature of work executed in 50MW or higher capacity units of different thermal power stations of SEB / Nigam / NTPC, which shall be:

Work contract / Agreement issued by SEB / Nigam/ NTPC in the name of the firm, of similar nature of work during last 07 years ending 28th Feb. 2015 should be either of the following:

Three completed works costing not less than the amount equal to 40% each of the estimated cost.

OR

Two completed works costing not less than the amount equal to 50% each of the estimated cost.

OR

One completed work costing not less than the amount equal to 80% each of the estimated cost.

- (vii) Documentary proof in support of financial capability of the firm issued by Bank. Average annual financial turnover of the firm during last 03 years, ending 31st March 2014 should be at least 50% of the estimated cost.
- (viii) An agreement on a non-judicial stamp paper worth Rs.10/- or as applicable from time to time regarding validity of offer on prescribed proforma with the signature of two witnesses specifying name, profession and complete postal address of the tenders as well as witnesses on prescribed format as per annexure-I enclosed.
- (ix) Employees provident fund code number of firm, along with copy of last year return and challan receipt of previous month (Form-3A & 6A).
- (x) Copy of Service Tax Registration certificate (15 digits) along with Form ST-3 of previous quarter.
- (xi) Undertaking on non-judicial stamp paper of Rs. 10/- in regards to non-relationship with any employee of UPRVUNL (Annexure-II). Offers of those bidders whose proprietors are related to any official / officer of UPRVUNL, shall not be considered.

**SUPERINTENDING ENGINEER
O&MMC-I, 'A' TPS, OBRA**

BILL OF QTY. & WORK DETAILS AGAINST TENDER NO. T- 01/SE-I/ATPS/BMD-I/2014-15

S No	Description of Work	Unit	Qty.
1	Cutting and welding of boiler tubes up to ϕ 60.3 x 5.0 mm size		
1.01	Up to first 10 joints (in one shut down)	Job	5
1.02	Beyond 10 joints in one shut down	Joints	150
2	Cutting and welding cutting and welding of boiler tubes of ϕ 108 x 7 mm size	Joints	5
3	Cutting and welding of boiler tubes of ϕ 133 x 13 mm size	Joints	5
4	Cutting and welding of boiler tubes of ϕ 232 x 35 mm size	Joints	4
5	Cutting / removing of broken / misaligned / damaged clamps of boiler tubes and fitting and welding of the same after proper alignment of tubes in following zones of boiler		
5.01	Screen SH / Convective SH - I / convective SH – II	No.	100
5.02	Ceiling super heater	No.	50
5.03	Economizer	No.	50
5.04	Headers of boiler	No.	20
5.05	Water Wall	No.	50
6	Cutting and welding of HP impulse lines of feed water / steam lines	Joints	20
7	Shielding of W/W tube near coal burner bend	RM	15
8	Cutting and welding of L.P. drain line / air vent / attemperation line / phosphate dosing line / CBD / super heater drain etc.	Joints	50
9	Repair of header varying from dia 75mm to 150mm, thickness 7mm to 13mm	Joints	5
10	Repair of header above ϕ up 150mm thickness above 13mm	Joints	5
11	Attending leakage due to cracks / pin hole in W/W, screen S/H, Convection S/H, economizer and ceiling S/H	Joints	30
12	Repairing / replacement of tie rod of ϕ upto 30mm, length 2500mm (1Job means 10nos. Tie rods)	Jobs	5
13	Repairing / replacement of damaged false ceiling	M ²	10
14	Cutting and welding of boiler tubes up to ϕ 60.3 x 5.0 mm size by argon welding		
14.01	Up to first 10 joints in one shut down	Job	5
14.02	Beyond 10 joints in one shut down	Joint	50
15	Alignment of mis-aligned economizer coil at following stages		
15.01	At boiler 28M level	Job	1
15.02	At boiler 23M level	Job	1
15.03	At boiler 18M level	Job	1

16	Cleaning of S/H tubes of following areas of boiler by brushing with wire brush & flushing with water		
16.01	Screen S/H tubes	Job	5
16.02	Conv. S/H I / II	Job	10
16.03	Economizer tubes	Job	5
17	Cleaning of economizer hopper	Job	20
18	Replacement of HP valves of following sizes by cutting and welding after making 'V' :-		
18.01	Valve of 16 mm NB	Joints	10
18.02	Valve of 20 / 25 mm NB	Joints	10
18.03	Valve of 50 mm NB	Joints	10
18.04	Valve of 65 mm NB	Joints	10
18.05	Valve of 100 mm NB	Joints	10
18.06	Valve of 175 mm NB	Joints	10
19	Welding of crack joint of H.P. valves after cutting & making 'V' of following sizes:		
19.01	Valve Ø 15mm	Joints	20
19.02	Valve Ø 25mm	Joints	20
19.03	Valve Ø 65mm	Joints	5
20	Servicing of electrical operated valve NB 100-250mm, NP-250kg/cm ²	No.	5
21	Servicing of manual HP valves of following sizes:-		
21.01	Upto 25mm NB	No.	30
21.02	Above 25mm and up to 65mm NB	No.	20
21.03	Above 65mm and up to 100mm NB	No.	10
21.04	Above 100mm and up to 175mm NB	No.	4
22	Servicing of impulse safety valves	No.	8
23	Overhauling of master safety valve	No.	2
24	Overhauling of electrical operated valve NB 100-250mm, NP-250kg/cm ²	No.	5
25	Cutting of casing plate and breaking of refractory required for attending boiler tube leakages	M ²	50
26	Fabrication and fixing of re-enforcement & fitting the same for insulation / refractory	M ²	50
27	Welding of casing plate of boiler	RM	75
28	Fabrication of HP bends up to 60 mm size tube	No.	50

SUPERINTENDING ENGINEER
O&MMC-I, 'A' TPS, OBRA

INSTRUCTION TO TENDERER FOR SUBMISSION OF e-BIDS

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 to 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:

- 1.01** 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.
- 1.02** 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 1.01 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 1.01 and 1.02 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.
- 1.03** 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).
- 1.04** 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.

- 1.05 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.
- 1.06 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 DSC’s of the Bid openers to ensure that the bid documents are protected, stored and opened by concerned bid openers only.
- 1.07 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.
- 1.08 Purchaser reserves the right to cancel any or all Bids without assigning any reason.
- 1.09 The Bidders are advised to upload the scanned documents with minimum of 150 dpi scanner to ensure readable uploaded e- Bids.

2. Deadline for Submission of E-Bids:

- 2.01 E-Bids (Technical and Financial) must be submitted by the bidders at e-procurement website <http://etender.up.nic.in> by the date and time as prescribed in the tender notice.
- 2.02 The Purchaser may, at his discretion, extend 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

- 4.01 At any point of time, a bidder may withdraw their bid submitted online before the 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 e-TENDER NOTICE NO: 01/SE-I/ATPS/BMD-I/2014-15 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.
- 4.02 The bidder has to request the purchaser with a letter, attaching the proof of withdrawal and submission of bid security / EMD in the office of purchaser for taking back the bid security / EMD as per the manual procedure.
- 4.03 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.

- 4.04** 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 1.04 to 1.07.
- 4.05** 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.
- 4.06** 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 demand draft / Banker’s cheque payable at Obra in the favour of Dy.CAO, CPAD, ‘A’TPS, 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 the form of Bank Guarantee in prescribed proforma as per Annexure or FDR / TDR of scheduled Bank which shall be duly pledged in favor of Dy. CAO, CPAD, ‘A’TPS, Obra. The scanned copy of bid document fee (Tender Cost), Earnest Money, Power of attorney must be up loaded electronically along with all the bid documents. The original copy of bid document fee, EMD, Power of Attorney made in the name of individual whom signed bid document digitally through DSC & Validity 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, O&MMC-I, ‘A’TPS, 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 in tender notice.
- 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.** No deviation from the Technical specification & Technical Conditions shall be acceptable.
- 14.** In Technical Bid (Part – I), bidders have to quote specifically whether their rates are inclusive or exclusive of Service tax failing which rates quoted shall be treated as inclusive of Service Tax.

SUPERINTENDING ENGINEER
O&MMC-I, ‘A’ TPS, OBRA

GENERAL INSTRUCTION TO BIDDERS

1.00 PREPARATION OF TENDER

- 1.01 Geographical situation of site- 2x50MW Obra 'A' Thermal Power Station, Obra- Sonebhadra
- 1.02 Before submission of the tender, the tenderers are requested to make themselves fully conversant, with site of work, technical specification, general conditions as per section 'A' conditions of contract etc. so that no ambiguity arises at a later date in this respect.
- 1.03 Tenderers should note that tender must be submitted online in two separate parts as detailed below:-

1.03 a) TENDER BID PART-I

Tender Bid Part-I of tender should be submitted scanned copy online containing the following, duly self attested by the bidder under their signature and seal: -

- (i) Tender fee in the shape of cash receipt / DD duly pledged in favour of Dy. Chief Accounts Officer CPAD 'A' TPS Obra.
- (ii) EARNEST MONEY in the shape of BG / F.D.R./ Call Deposit / Bank Draft of a scheduled bank or cash deposit / NSC duly pledged in favour of Dy. Chief Accounts Officer, CPAD, 'A' TPS, Obra.
- (iii) Copy of valid labour license / registration issued by DLC, Pipri, if applicable and if not then firm must submit an affidavit on non-judicial stamp paper of Rs.10/- or as applicable from time to time, duly attested by Notary.

OR

In case, firm posses a labour license issued by any other authority other than DLC, Pipri valid to work in any Power Station other than Obra Thermal Power Station, then the firm shall submit the following undertaking on Non-judicial stamp paper of Rs.10/- and shall comply with the same in case LOI is issued in his favour: -

“We shall submit labour license issued by DLC Pipri valid for Obra Thermal Power Station within 15 days after issue of LOI, failing which LOI issued may be cancelled and any penalty imposed by UPRVUNL shall be acceptable.”

- (iv) Copy of valid labour insurance from competent authority valid for Obra Thermal Power Station.

OR

In case firm does not possess a valid labour insurance then the firm shall submit the following undertaking on non-judicial stamp paper of Rs. 10/- and shall comply with the same in case LOI is issued in his favour:-

“We shall submit the labour insurance valid for Obra Thermal Power Station within 30 days after issue of LOI / prior to start of work whichever is earlier, failing which LOI issued may be cancelled and any penalty imposed by UPRVUNL shall be acceptable.”

- (v) Latest income tax return file and PAN No. of the firm / proprietor.
- (vi) List of T&P required for executing the specified work satisfactorily, which may be physically inspected by an authorized representative, if felt necessary.
- (vii) List of staff along with all details, required for executing the specified work satisfactorily.
- (viii) Copy of experience of similar nature of work executed in 50MW or higher capacity units of different thermal power stations of SEB / Nigam / NTPC, which shall be:

Work contract / Agreement issued by SEB / Nigam/ NTPC in the name of the firm, of similar nature of work during last 07 years ending 28th Feb 2015 should be either of the following:

Three completed works costing not less than the amount equal to 40% each of the estimated cost.

OR

Two completed works costing not less than the amount equal to 50% each of the estimated cost.

OR

One completed work costing not less than the amount equal to 80% each of the estimated cost.

- (ix) Documentary proof in support of financial capability of the firm issued by Bank. Average annual financial turnover of the firm during last 03 years, ending 31st March 2014 should be at least 50% of the estimated cost.
- (x) 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.
- (xi) An agreement on a non-judicial stamp paper worth Rs.10/- or as applicable from time to time regarding validity of offer on prescribed proforma with the signature of two witnesses specifying name, profession and complete postal address of the tenders as well as witnesses on prescribed format as per annexure-I enclosed.
- (xii) Employees provident fund code number of firm, along with copy of last year return and challan receipt of previous month (Form-3A & 6A).

- (xiii) Undertaking for payment of minimum labour wages and other benefits according to labour law.
- (xiv) Copy of Service Tax Registration certificate (15 digits) along with Form ST-3 of previous quarter.
- (xv) Latest no-dues certificate regarding home rent and electricity charges of Obra TPS, if the house is allotted to the tenderer and submit the details in enclosed Annexure-IV.
- (xvi) Undertaking on non-judicial stamp paper of Rs. 10/- in regards to non-relationship with any employee of UPRVUNL (Annexure-II). Offers of those bidders whose proprietors are related to any official / officer of UPRVUNL, shall not be considered.

NOTE:

- a) All the bidders will have to produce the original copy of all the documents mentioned above, if required for its verification with the copy of documents enclosed with the offer (Part-I).
- b) The Part-II (Price Bid) of those bidders will not be opened whose performance has not been found satisfactory in past years in any of the divisions of Obra Thermal Power Station.
- c) Any deviation made in Terms and Conditions by the contractor must be enclosed along with Part-I.
- d) Conditional offers will not be accepted in any case and will be summarily rejected.

1.03 b) TENDER BID PART-II

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

At the time of opening the tenders the Part-I of the tender shall be opened first on due date as specified in tender notice. Part-II of the tender shall be opened only of those bidders who have submitted the required amount of earnest money in the desired form and fulfill all the pre-qualifying conditions, as mentioned in this tender document.

- 1.04 Bidders shall submit their bids online only on e-procurement site <http://etender.up.nic.in> however tender cost / Earnest Money Deposit and documents required to be submitted in original (as affidavits / undertakings on stamp paper etc.) shall be submitted physically by post / courier / by hand in the office of Superintending Engineer, O&MMC-I, ATPS, Obra by date and time stipulated in tender notice, failing which the bid shall not be considered.

No allowance shall be admissible for postal delays. The required information shall be furnished in standard proforma, wherever available with tender documents.

- 1.05 Any other technical data details the tenderer wishes to submit in addition to the details asked for in the above Para 1.03 (a) as well as descriptive leaflets, drawing, if any may be enclosed along with above information in Part-I portion only. The tender must be completed in all respects and each page of the tender document shall be signed and dated by tenderer. All correction shall be initiated and dated prior to submission.
- 1.06 In case the bidder does not supply any of the required information at the time of tender, necessary loading will be made while evaluating the price of his offer without giving him any further opportunity to supply or clarify, the same. Also that failure to comply with this requirement may result, to the rejection of the bid at the discretion of the purchaser.
- 1.07 The bidder shall quote firm prices.
- 1.08 Any action on the part of the tenderer to revise the prices and or change the structure of price/prices at his own instance after opening of the tender may result in rejection of the tender.

2.00 EARNEST MONEY:-

- 2.00 Part-I of the tender must be accompanied with Earnest Money in the format as prescribed in Para 1.03(a)(ii). Tender without Earnest Money shall be rejected.
- 2.01 The earnest money shall be returned to all except the successful bidder after finalization of the tender. The earnest money of successful bidder shall be retained till submission of initial security deposit. However earnest money deposited may be adjusted to work's initial security deposit.

3.00 SECURITY:-

After acceptance of tender, the successful bidder shall deposit an initial security deposit amounting to 10% of the contract value, within two weeks of acceptance of tender. However earnest money deposited against the tender may be adjusted against the security deposit. If the bidder fails to deposit the initial security deposit, the same will be deducted from the running / final bills @ 10% of bill amount.

4.00 QUALIFICATION OF TENDERERS:-

Only such bonafide, experienced and reliable firm need to tender who can produce satisfactory evidence that they have necessary resources and organization to undertake such work to the satisfaction of the purchaser. The tenderer shall submit the documents as mentioned in Para 1.03 (a) along with part-I of the tender. Part-II of the tender shall be opened only of those bidders who will submit all the documents and fulfill the pre-qualifying conditions as mentioned above.

5.00 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 tenderers.

6.00 CLARIFICATION DESIRED BY THE TENDERERS:-

Any clarification with regard to the specification should be sought for by the tenderer before submission of the tender. No correspondence on this account will be entertained once the tender has been submitted by the tenderer.

7.00 PROCEDURE FOR OPENING AND PROCESSING OF TENDERS:-

The Part- I and Part-II of tender shall be publicly opened on the date and time specified in the tender notice. 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.

8.00 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.

9.00 CONTRACT AND AGREEMENT:-

The successful contractor shall execute the agreement with U.P. Rajya Vidyut Utpadan Nigam Limited on standard form of agreement (copy enclosed as Annexure-V) duly completed with the conditions of contract, specification and schedule referred to therein annexed.

10.00 VALIDITY PERIOD OF THE TENDER:-

The offer shall remain valid at least for four (4) months from the date of opening of the tender. The fact of the submission of a tender shall be deemed to constitute an agreement between the tenderer and U.P. Rajya Vidyut Utpadan Nigam Limited. Whereby during validity of the tender mentioned above, the tenderer agrees not to withdraw his offer nor to impair or derogate from their effects. The tender shall be enclosed with an agreement on the proforma enclosed at Annexure-I with document on Rs. 10.00 stamp paper duly affixed with Rs. 1.00 revenue stamp.

11.00 AUTHORISATION:-

Authorized representative possessing authority letter from the tenderer participating in the tender opening shall sign a certificate as a proof of their participation.

12.00 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.

13.00 PRICES:-

The prices in Part-II are to be quoted firm in all respects.

14.00 CONVASSING:-

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
O&MMC-I, 'A' TPS, OBRA**

COMMERCIAL TERMS & CONDITIONS

1. PRICES:

Unit rate of work is to be quoted in rupees as well as in words, per unit. The prices shall be kept firm in all respect during the period of the contract. The firm shall have to clearly mention about service tax in part-I of the bid, which shall be paid extra as admissible as per Govt. rules, failing which it shall be presumed that the quoted rates are inclusive of service tax.

2. VALIDITY OF OFFER:

The prices shall be kept valid for a period of at least 120 days from the date of opening of tender.

3. PAYMENT:

100% (Hundred percent) payment shall be made on successful completion of works against each work indent after deduction of security, income tax etc.

4. INCOME TAX:

Income tax at the rate prevailing at the time of billing shall be deducted from each bill/running bill.

5. SECURITY DEPOSIT:

The contractor shall be required to deposit initial security deposit amounting to 10% (Ten percent) of the value of the contract within two week of placing of LOI. However earnest money deposited against the tender may be adjusted against the security deposit. If the bidder fails to deposit the initial security deposit, the same will be deducted from the running / final bills @ 10% of bill amount.

The Security money shall be released only after three months of the completion period of the agreement. If the contractor fails to perform the work successfully or discontinues the work before completion of the period of the agreement or the work is discontinued by the department due to his poor performance; the security money shall be forfeited in all such cases. Similarly security deposits shall be refunded only after adjustment of dues of the department. Earnest money of the successful tenderers whom L.O.I. is placed will be forfeited if they fail to start the work or execute the agreement.

6. PENALTY:

- i) The contractor shall complete the work within the period as mentioned in work indent. If the work is not completed within completion period then damages for delay (penalty) @ ½ % per hour (where completion time is upto 24 hrs.) or ½ % per day (where completion time is more than 24 hrs.) of the value of the incomplete work shall be levied and recovered from the bill / running bill. However the total amount of penalty shall be limited to 10 % (Ten percent) maximum of the total value of assigned work.
- ii) In cases in which the work is delayed due to reasons beyond the control of the contractor, then suitable extension of time shall be allowed / granted, if the contractor applies for the same along with 'No claim certificate' stating that the grant of time shall not form any basis for any claim whatsoever the reasons for delay.
- iii) In case contractor is found negligent & the progress is not satisfactory the work shall be got carried out through some other contracting agency on debitable basis and the entire amount on the account of difference of rates and damages for delay shall be debited to the contractor and the same would be recovered from any of his bill pending at this project or anywhere in U. P. Rajya Vidut Utpadan Nigam Limited.

7. Contractor will not have any claim, if no work or less work was carried out against the contract.

8. PERIOD OF AGREEMENT:

- a) The agreement shall remain valid for the period of one year from the date of letter of intent or exhaust of contract value, whichever is earlier. Contract *may be extended for further three months on the same rates, terms & conditions*. Contract value may vary $\pm 10\%$. Contract may be extended further with mutual consent.
- b) The agreement executed with the contractor may be terminated at any time within the period of agreement by giving one month notice by either party. In case the agreement is terminated due to failure on the part of the contractor then the security money would be forfeited.

9. VARIATION IN BILL OF QUANTITY:

The quantities mentioned in the bill of quantities of work are tentative and may vary up to any extent within the total value of order, as per site requirement.

10. The contractor shall not sublet the contract to any other firm/party/contractor. The contractor to whom the work would be awarded shall be responsible for all the work of agreement.

11. ARBITRATION:

If any dispute, difference or controversy shall at any time arise between the contractor & Nigam & the Engineer of contract 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 or description of, or payment for the same, or as to the true intent, meaning, interpretation, construction or effect of the clauses of the contract, specifications or drawings or any of them, or as to any thing to be done, omitted or suffered in pursuance of the contract or specifications, or as to the mode of carrying the contract in to effect or as to the breach or alleged breach of contract or as to any claims on account of such breach or alleged breach or as to obviating or compensating for the commission of any such breach, or as to any other matter or thing whatsoever connected with or arising out of the contract, and whether 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 his behalf and his decision by way of a speaking award in writing shall be final, binding and conclusive. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act 1940 / Arbitration and CONCILIATION ACT, 1996 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 cost of and incidental to the reference and award 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 party and to direct by whom and to whom and in what manner the same shall be borne and paid.

Work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payments due or payable by the Nigam shall be with-held on account of such proceedings.

12. COURT OF COMPETENT JURISDICTION:

Any action taken or proceedings initiated on any of the terms of this agreement shall be only in the Court of Sonebhadra and High Court of Judicature at Allahabad.

13. ENGINEER OF CONTRACT:

Executive Engineer, Boiler Maintenance Division-I, Obra 'A' Thermal Project, Obra, Sonebhadra shall be the engineer of contract.

14. PAYMENT AUTHORITY:

Dy. Chief Accounts Officer, CPAD, 'A' TPS, Obra, Sonebhadra shall be the payment authority. All the cheques Demand Draft, Bankers Cheques etc if required to be submitted to UPRVUNL by the contractor shall be in favour of Dy. Chief Accounts Officer, CPAD, 'A' TPS, Obra and payable at Obra.

**SUPERINTENDING ENGINEER
O&MMC-I, 'A' TPS, OBRA**

SPECIAL CONDITIONS OF CONTRACT

1. Contractor shall have to be strictly abided by the health and safety rule of factory and rules & regulations of U.P. Rajya Vidyut Utpadan Nigam Ltd., as applicable to them.
2. Contractor will have to take adequate precaution for safety of their workers; he shall be responsible for the payment of any compensation of their labour/staff as per rules in case of any accident happening on account of any reason what so ever.
3. Contractor will have to put one responsible person called site representative on the work site, who will carry out the instructions of the EE / AE / JE, BMD-I 'A' TPS, Obra given from time to time.
4. Contractor will arrange his own experienced and healthy semiskilled/unskilled workers as required and will be responsible for the arrangement of their Gate Passes from security officer, insurance of the workers (as required), medical welfare facilities to their workers etc.
5. The work will be carried out in such a way that no plant/equipment is damaged. The repair/replacement shall be recovered from the contractor's bill in case of any damages.
6. The work shall be executed as per instructions of Engineer of contract or his representative.
7. No claim shall be made by the contractor for the Labour rendered idle due to stoppage of work or suspension of work due to any reason whatsoever.
8. It is not necessary that the contractor may get the work at all the time round the year. Whenever, the department shall require to get the works done through contractor, it will be communicated to firm's site representative by letter / verbally / telephonically by EE/AE/JE BMD-I which shall be confirmed in writing within 24 hours by the Engineer of contract.
9. The contractor has to provide his mobile / telephone nos. along with his supervisor's no. for during emergency / requirement at site and in no case it should be switched-off / out of service. Whenever intimated the contractor has to respond immediately and in case of any damage due to delayed response his side, the damage shall be recovered from the contractor's bill.
10. Contractor shall arrange for the insurance of their workers/staff to be engaged on job at work site at their cost.
11. During the tender agreement period the contractor will be responsible to ensure strict compliance/implementation of all the provision amended from time to time by the Central/State Government/Local Administration up to extent, it pertains to the contractor, of all the employees employed by him.

He has further to ensure and prove, if necessary, that the minimum wages, as prescribed from time to time by Government under the minimum wage Act, 1948, are being paid by him to his employees and in case he fails to do so, the liability on this account will be adjusted from any of his security/pending bill with the Nigam.
12. Contractor shall use his own T & P, however, special T & P as have been supplied by the manufacturer of plant for attending to special maintenance jobs shall be provided to the contractor free of charge on loan, if any T & P provided by the department is found lost or damaged the cost of the same plus 50% penalty shall be recovered from the contractor. For transportation/handling of materials/spares from Central Store/Site store to work place hydra, truck, trolley, under cab shall be provided by Nigam free of cost.
13. After completion for the work, tests shall be carried and if any defect etc, are found the same will have to be rectified by the contractor free of cost. In case, the firm fails to get the work site cleaned, the work shall be got done through some other outside agency on debitable basis.
14. Transportation of spares/consumables from Site stores up to work site and return of old worn out spares and their proper staking shall be treated as included in the scope of work against each items as on enlisted in the tender specifications.
15. The security of all the spares and consumables issued to the contractor by the department shall be the entire responsibility of the contractor.
16. Contractor shall make own arrangement for his stores and staff. For this suitable space will be provided by the department, free of cost, if necessary.

17. No material shall be taken out from the power station without proper gate pass material brought by the contractor for the work shall be got recorded at the power station entry gate so that it can be allowed to be returned after the work is over.
18. 415 V – 3 phase electricity supply and water near job location at fixed point shall be provided by the department, free of cost and further distribution shall be carried out as needed by the contractor.
19. All the scrap generated during execution of works shall be disposed to scrap yard 'A' TPS Obra by the contractor, failing which the work shall be got executed through some other outside agency on debitable basis.
20. In case of emergency, additional adequate manpower shall have to be deployed on the job to complete it within minimum possible time.
21. Rights are reserved to reject any or all tenders without assigning any reasons whatsoever or to divide the work between more than one firm / contractors.
22. The contractor shall not sublet the contract to any other agency without prior approval of the Engineer of Contract and they themselves shall be responsible for all the works of agreement.
23. If the contractor fails to work up to the entire satisfaction of the purchase, the agreement can be terminated at any time without giving any notice.
24. All other terms and conditions shall be as per general terms and conditions of UPRVUNL Form 'A' as applicable. In case of any contradiction between any of conditions mentioned in form 'A' and those mentioned in special conditions of this contract and commercial conditions of this contract then the provisions made in the terms and conditions of this contract shall over ride, the conditions mentioned in U.P.R.V.U.N.L, Form 'A'.

SUPERINTENDING ENGINEER
O&MMC-I, 'A' TPS, OBRA

TO BE FILLED IN PART- I

AGREEMENT

(TO BE SUBMITTED WITH PART-I ON NON-JUDICIAL STAMP PAPER OF RS. 10.00)

Tender invited by : **Superintending Engineer, O&MMC-I, 'A' TPS, Obra**

Tender for : Works of annual breakdown maintenance of boiler pressure parts, heating surface & HP valves of 2x50MW units 'A' TPS, Obra

Tender Notice No. : 01/SE-I/ATPS/BMD-I/2014-15

Opening date :

Name of contractor : M/s _____

IN CONSIDERATION of the **U.P.RAJYA VIDYUT UTPADAN NIGAM LTD.** having treated as tenderer to be an eligible person whose tenders may be considered, the tenderer hereby agree to the conditions that the proposal in response to the above invitation shall not be withdrawn within 04 (four) months from the date of opening of tender, also to the condition that if the tenderer does withdraw his proposal within the said period the earnest money deposited by him may be forfeited by the U.P. Rajya Vidyut Utpadan Nigam Ltd. in the discretion of the tender.

Signed this.....day of2015

Signed by the Tenderer
(With Seal)

Witness

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ANNEXURE-III

BANK GUARANTEE FORMAT (FOR EARNEST MONEY)

To,

The Dy. Chief Accounts Officer,
CPAD, 'A' TPS, Obra,
Sonebhadra (U.P.)
(For the Chairman & Managing Director of UPRVUNL)

Sir,

Whereas M/s.....a company incorporated under the Indian Companies Act having its registered office at / a firm registered under the Indian Partnership Act and having its business office at / Sri Son of resident of carrying on business under the firm's name and style of M/s at Sri Son of resident of Partners carrying on business under the firm's name and style of M/s at which is an unregistered partnership firm (hereinafter called the tenderer) has / have in response to your tender notice against Tender Notice No. for issue of Agreement for the work of for a period of as contended in the offer submitted / intended to submitted by tenderers letter No dated and whereas the tenderer is required to furnish a Bank Guarantee for the sum of Rs as Earnest Money against tenderer's offer as aforesaid, duly pledged for payment in the name of The Dy. Accounts Officer, CPAD, 'A' TPS, Obra, Sonebhadra (U.P.)

AND WHEREAS we (Name of Bank) have at the request of the tenderer agreed to give you this Guarantee as hereinafter contained.

NOW, THEREFORE, in consideration of the promises we, the undersigned hereby covenant that, subject to Clause(c), below the aforesaid tender of the tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender or any extension thereof as you and the tenderer may subsequently agree and if the tenderer shall for any reason back out, whether expressly or impliedly, from his said tender during the period of its validity or any extension thereof as aforesaid, we hereby guarantee to you the payment of the sum of Rs. on demand notwithstanding the existence of any dispute between the Chairman & Managing Director of UPRVUNL and the tenderer in this regard and we hereby further agree as follows:-

- a) That you may, subject to Clause(C), below without affecting his guarantee extend the period of validity of the said tender or grant other indulgence to or negotiate further with the tenderer in regard to the conditions contained in the sai tender and thereby modify those conditions or and threto 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 this guarantee shall commence from the date hereof and shall remain in force till the tenderer, if his tender is accepted by you, furnishes the security as required under the specifications and executes a formal agreement as therein provided o till the expiry of.....from the date hereof, whichever is earlier, the period of the validity of the guarantee may be extended for further period, if mutually agreed upon between you and ourselves.
- d) That the expression the tenderer' and 'the bank' and 'Chairman & Managing Director of UPRVUNL' herein used shall, unless an interpretation is repugnant to the subject or context, include their representatives, successors and / or assigns.

Dated.....day of.....

Yours faithfully
(Indicate the name of Bank)

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FORM OF AGREEMENT

THIS AGREEMENT made on the day of between M/s(name of contractor)..... (herein referred to as the contractor) on the one hand and the U.P. Rajya Vidyut Utpadan Nigam Ltd. (herein after referred as the Nigam) on the other hand.

WHEREAS THE NIGAM is about to get the works done of(Name of work)..... within a period of under annual contract agreement (herein after called the works) mentioned, enumerated, referred to in certain general conditions, special conditions, specifications, schedule of price, form of tender covering letter of intent, which for the purpose of identification have been signed by Sri (Name of authorized person)..... S/O(father's name)..... on behalf of the contractor and(name of engineer of contract)....., Executive Engineer, BMD-I on behalf of the Nigam & all of which are deemed to form part of this contract, although separately set out herein and are included in the expression 'Contract', whenever, where is used.

AND WHEREAS the Nigam has accepted the tender of the contractor for the provision and execution of the said work for the sum of Rs..... (Rupees) only upon the terms & conditions mentioned here under.

NOW THESE PRESENT WITNESS and the parties hereto hereby agree & declare as follows that is to say in consideration of the payment to be made to provide the plant for the said works & things in the contract mentioned or reasonably necessary for the completion mentioned of the said works within & at the time stipulated & mentioned in the said contract under supervision and guidance of Nigam Engineers.

FOR & ON BEHALF OF THE CONTRACTOR

FOR & ON BEHALF OF THE NIGAM

(Signature)

(Signature)

WITNESS

WITNESS

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