

INSTRUCTION TO BIDDERS / TENDERERS

E-Tender No. ET-28/MMC/PD-I/HTPS/2025

The Tender is invited for “**Procurement of Agro based Non-Torrefied Biomass Pellets for Coal Handling Plant, HTPS, Kasimpur through Open Tender (E-Tender), for a period of One Year**”

e-Tender/Bid Reference Number	ET-28/MMC/PD-I/HTPS/2025
e-Bid Portal Number	http://etender.up.nic.in
Name of Material	Supply of Agro based Non-Torrefied Biomass Pellets for Coal Handling Plant, HTPS, Kasimpur through Open Tender (E-Tender), for a period of One Year
Estimated Cost	Rs: 276.00 Crores (Freight & Taxes (GST) Extra)
Tender Cost	Rs. 1180.00 (Non-Refundable)
Earnest Money Deposit	EARNEST MONEY:- (* EMD to be submitted in multiple of 10 MTPD) 1. For Min quoted Quantity 20 MTPD, EMD shall be Rs. 8,00,000.00 2. For 30 MTPD, EMD shall be Rs. 12,31,868.00 3. For 40 MTPD, EMD shall be Rs. 13,75,824.00 4. For maximum 50 MTPD, EMD shall be Rs. 15,19,780.00 (Through RTGS/NEFT/BG)
e-Bid Submission Start Date & Time	19.04.2025 at 14:00 Hrs.
Pre-Bid Meeting Date	06.05.2025 at 12:00 Hrs.
e-Bid Submission End Date & Time	20.05.2025 at 17.00 Hrs.
e-Bid Opening Date / Time (Part-I)	22.05.2025 AT 16:00HRS or Later
e-Bid Opening Date / Time (Part-II)	AFTER OPENING OF PART-I

1. Bidders are requested to upload all the PQC related documents on e-tender portal. No further correspondence shall be entertained after opening of Part-I of the tender. The eligibility of the tenderer shall be decided on the basis of uploaded documents on e-tender portal only.
2. Pre-Bid Meeting shall be held on 06.05.2025 at Fuel Management Unit, 14th Floor, Shakti Bhawan, Lucknow Headquarters. Contact Person: Er B. P. Agrawal , (SE-Fuel), Mobile No. 9415900697, Email ID- gm.fuel2@gmail.com.
3. For any further clarification regarding this tender, firms may contact at:-
E-mail ID: se.htpc.harduganj@uprvunl.org

Mobile No.: 09415900404

(DILIP KUMAR JAIN)
Superintending Engineer
MMC, HTPS, Kasimpur

The instruction to the bidders is as follows:-

1. **Submission of E-Bids:** The Bid Submission module of e-procurement website <https://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:
 - 1.1 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 <https://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.
 - 1.2 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 1.1 above.

For successful registration of DSC on e-procurement website <https://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 1.1 and 1.2 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.
 - 1.3 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).
 - 1.4 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.
 - 1.5 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.
 - 1.6 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.
 - 1.7 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.
 - 1.8 **UPRVUNL reserves right to cancel any or all Bids without assigning any reason.**
 - 1.9 The Bidders are advised to upload the scanned documents with minimum of 150 dpi to ensure readable uploaded e- Bids.
2. **Deadline for Submission of E-Bids:**
 - 2.1 E-Bids (Technical and Financial) must be submitted by the bidders at e-procurement website <https://etender.up.nic.in>.
 - 2.2 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 <https://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:-**
 - 4.1 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 <https://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.
- 4.2 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.
 - 4.3 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.
 - 4.4 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 <https://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 1.4 to 1.7.
 - 4.5 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.
 - 4.6 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 <https://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 <https://etender.up.nic.in>.
 7. The bidders are required to submit the cost of bidding document as stated above through RTGS/NEFT only (details as per **Annexure – B**), prior to the scheduled date & time of opening of bid, failing which bid shall not be considered/opened.
 8. The bids shall be electronically opened in the presence of bidder's representatives, who may choose to attend, at the prescribed venue, date and time mentioned above.
 9. UPRVUNL reserves the right to cancel any or all the bids/annul the bidding process without assigning any reason thereof.
 10. In case, date specified for bids opening, is declared a holiday then the bid shall be opened on next working day at schedule time.
 11. All bids must be accompanied by a Bid Security (EMD) deposited through RTGS/NEFT/BG only (details as per **Annexure – B**). The scanned copies of bid document fee (Tender Cost), Earnest Money, Power of attorney must be up loaded electronically along with all the bid documents. The **original** copies of Power of Attorney made in the name of individual who'll sign bid documents digitally through DSC & Validity Commitment in prescribed format as per Annexure – F on non-judicial stamp paper of Rs. 100.00 should be furnished to the office of Superintending Engineer, MMC, HTPS, Kasimpur.
 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. Quantity as mentioned in e-Tender Notice is tentative and may vary up to any extent as per site requirement.
 14. No deviation from the Technical specification & Technical Conditions shall be acceptable in bid.

(DILIP KUMAR JAIN)
Superintending Engineer
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		1.5	Demurrage, if any, on the carriage vehicle will be borne by the Supplier.
2	RAW MATERIAL FOR PELLET MANUFACTURING	<p>RAW MATERIAL FOR PELLET MANUFACTURING</p> <p>2.1 Base material defined for this specification for pellet manufacturing shall be agro residue which means the leftover portion of the agriculture produce such as stubble/straw/stalk/husk of those agro residues which are surplus and not being used as animal fodder such as paddy, soya, arhar, gwar, cotton, gram, jawar, bajara, moong, mustard, sesame, til, maize, sunflower, jute, coffee, etc., groundnut shell, coconut shell, castor seed shell, etc., pine needle, elephant grass, sarkanda; Bamboo and its by-products (i.e. Bamboo Chips, Cuttings, Bamboo Dust etc.) and horticulture waste such as dry leaves and trimmings generated during the maintenance and pruning of trees and plants.</p> <p>2.2 Mandatory Composition: Base material for Harduaganj Thermal Power Station (i.e. power station within 300 km of NCR): <i>Minimum 50% material shall comprise rice paddy stubble/straw/crop residue and to be sourced as per the guidelines issued by UP State Government (if any).</i> In absence of any such guideline, same can be sourced from NCR Region only. Successful Bidder shall submit documentary evidence in the form of a Certificate from State Authority from where the paddy stubble/straw has been sourced or as per alternate arrangement mutually agreed upon with Power station.</p> <p>2.3 Agro residue-based biomass pellets can be manufactured utilizing single or multiple base materials together.</p> <p>2.4 Mixing material such as by-products of woodwork factory such as wood chips, sawdust, furniture waste, etc., bagasse, molasses, bamboo dust, or natural additives/binder such as lignin, starch, and cow dung animal dung may also be used with agro residue in limited proportion to enhance material properties and same shall be explicitly mentioned by the supplier in consignment details.</p> <p>2.5 <i>Substance prone to generate obnoxious/unpleasant odor like Press mud & poultry wastes shall not be used for Pellet manufacturing.</i></p> <p>2.6 Wood obtained directly from tree cutting shall not be utilized for manufacturing pellets and shall not be treated as agro residue whatsoever.</p> <p>2.7 Natural additives/binder such as lignin, starch, animal dung, etc. can be used in limited proportion for manufacturing torrefied / non torrefied pellets if required and the same shall also be explicitly mentioned by the supplier in consignment details.</p> <p>2.8 The supplier shall mention the name(s) of agro/crop residue(s) used for manufacturing torrefied / non torrefied pellets and their approximate proportion in consignment details during the dispatch of material.</p> <p>2.9 Power plant reserves the right to exclude any base material/additive/ binder or modify their proportion, if any adverse impact of the base material/ additives/binder is observed during operation of the plant. (Information with detail incidence report is to be communicated to Mission Directorate in such cases)</p> <p>Note:- Any amendment regarding this by SAMARTH (if any) may be incorporated from time to time</p>	
3.	PERIOD OF CONTRACT	3.1	<p>Period of Contract:</p> <p>A) Supply Duration: The period of contract shall be for One (01) year. Further, after award, if the supplier is not able to supply the allocated quantity of pellets to Plant due to any reason attributed to Plant or reason mentioned in force majeure clause, an additional Three-months grace period corresponding to one year of supply period shall be provided to the supplier. In this grace period, the supplier shall be able to supply leftover quantity out of the total allocated quantity of pellets.</p> <p>B) Delivery Commencement: The supplier shall commence delivery of material within 15 days on an indent basis from the date of issue of the Purchase Order.</p>
		3.2	<p>Delivery Address: The consignment of pellets shall be delivered to the following address:- Executive Engineer, Coal Handling Division-II, DTPS/ETPS, Harduaganj Thermal Power Station, Kasimpur Aligarh, U.P.-202127. However, final unloading of Biomass Pellets at DTPS/ETPS, HTPS, the decision of SE-O&MC-V(CHC), 2X250 MW shall be final.</p>

		3.3	<p>Delivery Schedule:</p> <p>Default delivery schedule shall be the quantity allocated to the supplier(s) for the supply of pellets on daily basis, which is XXX (quantity allocated to bidder) MT per day. Accordingly, the supplier(s) shall deliver that quantity of pellets to the Plant site.</p> <p>There should be continuous off take of the biomass by the plant as per the terms of the contract. Purchaser should not restrict the supply from the supplier unless some exigency happens and with mutual consent with the supplier.</p> <p>Although the supplier shall supply the pellets as per the above delivery schedule, however, the supplier shall have the flexibility to supply the material in higher quantity than the delivery schedule on mutual consent basis to meet the annual supply requirement. In such a case, the supplier shall give one-week advance intimation to the Plant site and the site shall give the consent to supply material in higher quantity after assessing traffic congestion or other aspects as required.</p> <p>UPRVUNL can also give a reduced daily delivery schedule to the supplier by giving one-week advance notice through the official e-mail ID of the Engineer-in charge or e-mail ID of any other person authorized by him and the supplier shall dispatch the consignment accordingly.</p> <p>Maximum variation in Biomass monthly off take of Plants shall be within $\pm 15\%$ of the contracted quantity.</p> <p>In case, if a Plant is not able to off take the contracted quantity of Biomass in a given period due to technical/non-technical reasons, it may be stored at Plant end or diverted to other plant of the same organization OR the period of supply in the same plant may be extended without LD.</p> <p>In case of diversion, Price of pellet for the diverted plant will be decided after mutual agreement between the destination Plant and the supplier. If distance from supplier works to the diverted plant is within $\pm 10\%$ of the distance of destination plant from supplier works, the price will remain same. However, in case of distance from supplier works to the diverted plant is more than 10% of the distance of destination plant, then supplier will get proportional compensation for transportation cost assuming 20% of the landed cost of pellet of that consignment at destination plant as total transportation cost.</p> <p>UPRVUNL will have the right to reduce the supplying quantity to any extent in case of shutdown/Force Shutdown/ RSD/ Overhauling etc. of unit. The minimum Notice period to stop/ resume the supply will be in sole discretion of UPRVUNL.</p>
4.	PRICE & ITS EFFECTIVENESS	4.1	<p><i>Biomass pellets benchmark price has been notified for NCR region for period of 1 year w.e.f. 01.09.2023 by Ministry of Power vide letter No. F. No.11/86/2017-Th.11 (C.No:238797) dated 23-08-2023.</i></p> <p><i>The notified benchmark price for NCR is Rs. 2.32/1000 kcal (excluding GST) or 2.436 Rs/1000 Kcal (including GST). GST shall be paid as per extant rates, and will change if the rates of GST are changed.</i></p> <p><i>Total procurement price shall be (A+B) as follows:</i></p> <p><i>A i.e. Ex-factory Price for Non-torrefied Biomass {Rs. 2.436 Rs/1000Kcal or Rs 8282.40 / MT @3400 Kcal as notified by GOI including GST @5%}</i></p> <p><i>B i.e. Transportation price (to be quoted by Bidder without GST) including GST in Rs/ Metric Ton for GCV 3400 Kcal/KG (At present the GST on Freight of Biomass Pellets is 5%)</i></p> <p>Note: 1) The bidders are required to fill the quoted quantity in MTPD in Part-I of the Tender certified by Practicing CA as per Annexure- III. The quantity quoted in Part-I (Annexure III) shall be considered for evaluation/allocation for issuance of award, subjected to Allocation criteria as mentioned in Annexure A</p> <p>2) Bidder has to quote the Transportation cost/Freight Charges only in Rs./ MT @ 3400</p>

		<p>GCV without GST in the BOQ/Excel sheet. However, Quantity Allocation shall be done as per Bucket Filling Procedure (As described in Annexure A).</p> <p>The transportation cost quoted by bidder shall be paid full in case test value of GCV comes equal and above 3400Kcal/Kg. Further transportation will be paid at pro rata basis between 2800-3400 Kcal/kg (refer table B of Annexure A).</p> <p>3) If bidder does not quote/fill zero transportation charges in Rs/ MT in the BOQ sheet, the transportation charges shall be considered inclusive in base price without further clarification from Bidder</p>
	4.2	Freight charges: -The materials shall be dispatched by road on "Freight paid" basis through supplier's transporter. GST shall paid Extra on Freight charges
	4.3	Price Escalation: Not Applicable.
	4.4	<p>Security Deposit: Security Deposit shall be Rs 5,000.00/- (Rupees Five Thousand) per MTPD quantity per year of supply period. Thus for 50 MTPD awarded quantity for 01 Year supply period, security deposit shall be 2,50,000.00 (Rupees Two Lac Fifty Thousand Only). Supplier shall deposit a minimum of 25% of total Security Deposit amount within 30 days of issue of Purchase Order and the remaining amount shall be recovered from running bill @ 10% of the Basic value of bills subject to maximum Security Deposit (SD).</p> <p>In case after having been issued the Notification of Award/Purchase Order of a package, if the bidder does not accept the Notification of Award/Purchase Order or do not submit an acceptable Performance Security, which results in tender being annulled then the bidder shall be treated ineligible for participation in retendering of this particular package. Further, such vendor shall also be dealt as per the provisions of the policy for Withholding and Banning of Business Dealings.</p> <p>If after award of the Purchase Order/Contract it is found that the manufacturing plant from which supplies are being made, is not registered in the name of the Contractor, to whom Purchase Order/Contract is awarded, then the Contract shall be terminated and security deposit of the bidder is liable to be forfeited and bidder is also liable to be debarred for participation in subsequent tenders.</p> <p style="text-align: center;"><u>Note: Security Deposit may be submitted in any of the following forms:</u></p> <p>a. A crossed Demand Draft/ Bankers Cheque drawn in favor of S.A.O, EPAD, HTPS, Kasimpur.</p> <p>b. An irrevocable Bank Guarantee as per the Plant standard format from any Nationalized Bank/ Scheduled Bank as acceptable to Plant owner valid for 18 months.</p> <p>c. In the shape of BG/FDR/TDR of scheduled bank (BG incase the security money exceeds Rs-5000.00) valid for the 18 months in favour of SAO-EPAD-HTPS-Kasimpur.</p> <p>d. The security money may also be submitted directly through RTGS/NEFT in account of S.A.O, EPAD, HTPS, Kasimpur, SBI A/c no. 11264105069, SBI Kasimpur, IFSC code: SBIN0001364.</p>
	4.5	<p style="text-align: center;"><u>Liquidated Damages (LD):</u></p> <p>a) The Supplier shall have to start delivery of material within 15 days from the date of issue of the Purchase Order. To facilitate initial capacity ramp up, no liquidated damage shall be levied for initial 15 days from the delivery start date.</p>

		<p>b) Liquidated Damage (LD) shall not be applicable for short supply up to 15% in a month against aggregate of daily delivery schedule in that month. However, for monthly short supply beyond 15%, liquidated damage (LD) shall be recovered from supplier @5% of price of the biomass pellets for shortfall quantities.</p> <p>c) Although the Supplier shall supply the material as per quantity ordered to supply on a daily basis (i.e. xxx MT per day), the Supplier shall have the flexibility to supply the material in higher quantity (to maximum 15% of contracted value) than offered to supply on daily basis on mutual consent basis to meet the annual supply requirement.</p> <p>d) In such case, the supplier shall give one-week advance intimation to the Plant site and the site shall give the consent to supply material in higher quantity after assessing the traffic congestion or other aspects as required.</p> <p>e) Modification of the Purchase Order quantities by Generating utilities up to a maximum reduction of 15% may be done by giving three-month' notice during the supply period. Further reduction in order quantity and /or notice period, if any, may be done with mutual agreement between the Supplier & Generating utility.</p> <p>f) Further, in case the supplier realizes that it has quoted higher quantities than its capabilities, in that case, the PO may be revised with a maximum reduction of 15% by giving three-month' notice. Further reduction in order quantity and/ or notice period, if any, may be done with mutual agreement between the</p> <p>g) Supplier & Generating utility. However, Supplier has to pay penalty for short supply, if any, till the revision of PO.</p> <p>h) Penalties for short supply (attributed to supplier) calculated on monthly basis, will be levied at the rate of 5% of the awarded price for the shortfall quantity.</p> <p>i) GST extra as applicable shall also be levied on Liquidated Damages.</p> <p>j) Total amount of LD for shortfall in supply shall not exceed 5% of the total contract price</p>
5.	QUANTIT Y DETERMI NATION	<p>a. Weighing of vehicles shall be carried out on weighbridges (for tare and gross) at Power Plant. The Supplier may witness the weight of vehicles once in 15 days, Power Plant Fuel sourcing (FS) representative will accompany the Supplier representative when any such visit is carried out. Supplier shall intimate Power Plant FS representative via e-mail at least two days in advance about the date of such visit.</p> <p>Net weight =Gross weight less the Tare weight, both as measured at Power Plant weigh bridge</p> <p>Power Plant may provide a copy of calibration certificates of weighbridge if requested by the Supplier. Power Plant shall undertake the calibration of Weigh Bridge in line with the schedule/practice as recommended by Legal Metrology.</p> <p>b. Any other contingency may be mutually discussed and settled</p> <p>c. Net adjusted quantity received at the Plant i.e. quantity worked out by Power Plant after carrying out adjustment due to quality variations for the Base Parameters, if any, shall be applicable for payment.</p>
6	QUALITY DETERMI NATION	<p><u>Sampling Procedure:-</u></p> <p>6.1 Power Plant will carry out the sampling and analysis of non-torrefied pellets as per the provisions of either BIS or ASTM at the option of Power Plant. Power Plant will carry out the sampling and testing process as per the relevant BIS (IS 436 Part-1) standards.</p> <p>6.2 Truck/wagon sample collection methodology for Moisture Testing: The sample quantity of approximately 30 Kg is to be collected from each truck/wagon/consignment from 4-5 randomly selected spots on the truck/wagon top after removing biomass pellet layer of random depth from the top. Approximately 5-6 kg of sample is to be collected from each spot. If truck passes moisture test then truck will be allowed to enter in to plant and for unloading at designated place.</p> <p>Truck/wagon sample collection methodology for GCV and Other Parameters Testing:</p>

		<p>Power Plant may collect 4-5 Samples (or higher numbers) from each truck during unloading/after unloading of pellets to ensure the true representative sample of the supplied Pellets. Total Quantity of sample may be around 30 Kg. These samples will be used by Power Station for determining the parameters like GCV and other parameters (as specified in tender specification), which shall be used for Payment Purpose.</p> <p>Sample collection and preparation of one vendor may be witnessed by other vendors too, if they desire to do so. Sample Collection from random depth (more than 30 cm) may be done by Power Plant using standard equipment/ indigenous Equipment. ISO 18135 may be referred for different Sampling equipment.</p> <p>6.3 The power plant shall collect 4-5 representative samples (or more) from each truck, totaling approximately 30 kg, for the purpose of analyzing the Gross Calorific Value (GCV) and other payment-related parameters. Sampling for parameters other than moisture shall be conducted during/after pellet unloading from random place/depth, using standard or indigenous equipment, strictly in compliance with ISO 18135 guidelines.</p> <p>Vendors are strictly obligated to witness the complete sampling process with no prior notice provided. It shall be the sole responsibility of the vendor to ensure their presence. Vendors on whom Purchase Order has been placed may also witness the sampling process of other vendors to ensure transparency and compliance. Failure to witness the sampling process by the vendor will lead to forfeiting any right to dispute or claim any benefits, and no legal claims related to the sampling process or payment settlement shall be entertained. Moisture testing and preliminary analysis shall be conducted at Harduaganj TPS (HTPS) as part of the quality verification process. However, final payment shall be based on fines and the GCV report issued by the National Institute of Bio-Energy (NIBE), Kapurthala, Punjab.</p> <p>6.4 Testing of GCV:-</p> <p>The final laboratory sample shall be divided into two (2) parts. Part-1 of the sample is designated for the analysis of GCV and other technical parameters. Part-2 of the sample, being the referee sample, shall be jointly sealed and stored securely at the Power Plant under proper lock and key arrangements. If the supplier is not present to witness the sampling of the referee sample, UPRVUNL shall proceed with the sampling process in the absence of the supplier, and the test results derived from such sampling shall remain final and binding on both parties.</p> <p>All samples (Part-1 of the sample) shall be forwarded to the National Institute of Bio-Energy (NIBE), Kapurthala, Punjab, an NABL-accredited laboratory, for testing. The test results provided by NIBE shall be deemed final and binding upon both parties (UPRVUNL and the supplying agency) and the payment invoice shall be processed in accordance with the GCV results received from NIBE, Kapurthala. The cost of such testing shall be borne by UPRVUNL.</p> <p>If the supplying agency disputes the test results issued by NIBE, Part-2, the referee sample shall be sent to NIBE for re-testing. The test results from NIBE concerning the referee sample shall be final and binding on both parties (UPRVUNL and the supplier). The cost of testing the referee sample shall be borne by the supplier.</p> <p>6.5 The Power Plant's representative will have the right to witness sampling and testing of pellets for the Base Parameters at the loading end.</p> <p>6.6 The supplier's representative will have the option to witness the sample collection, preparation and final packing of the samples. Any dispute related to sampling, preparation, and analysis activity has to be raised strictly within 48 hours of the respective activity. Further, any dispute related to testing results may be raised strictly within 7 days of the declaration of the results by the Power Plant. The disputes concerning sampling may be entertained only if backed up by logical and justifiable reasons with documentary evidence. Frivolous/repeated disputes may invite penal action by Power Plant.</p> <p>6.7 As this process of sampling and preparation is a continuous round the clock process to deal with the</p>
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- multiple consignment workloads, Power Plant would carry out the process as per the time deemed suitable for the process. Hence, it is the responsibility of the supplier's representative to always be available to witness the same.
- 6.8 Power Plant may request Supplier to withdraw representative who is not diligent and/or is not cooperative. Frivolous/unreasonable objections to the sampling and testing process at Power Plant will not be entertained.
- 6.9 Part-2 (referee sample) of the samples will be preserved in HTPS, Kasimpur under locked almirah in sealed condition in a moisture-free area for 30 days (from the date of declaration of such results) in the safe custody of the HTPS, Kasimpur.
- 6.10 Generally, Quality reports will be generated within as minimum as possible working days of receipt of the material and the same will be communicated to the Supplier, subject to receipt of loading end quality report.
- 6.11 If the supplying agency disputes the test results issued by NIBE, Part-2, the referee sample shall be sent to NIBE for re-testing. The test results of the referee sample from NIBE shall be final and binding on both parties (UPRVUNL and the supplier) and the cost of testing of referee sample shall be borne by the supplier.
- 6.12 It may be noted that Part-2 (referee sample) samples shall only be used in case of conflict of quality and price adjustment, whereas, in case of rejection of consignment due to Total moisture (TM) content, Power Plant reported TM content result will be final and binding.
- 6.13 To prevent misuse of the facility by disputing the majority of results of the lot, Power Plant will abort this reserve testing process in case if the referee sample results (first two) are within the repeatability limits (as per BIS 1350) from original results. In this case, original results will be considered for payment purposes.
- 6.14 Any pellet that is received at Power Plant will not be returned/ permitted to be collected by the Supplier unless agreed to in writing by Power Plant.

Standards//Methods as per the table below will be referenced/used for quality determination::

Sl. No.	Technical Data	Testing Method/Standard
1.	Dimension (Diameter & Length)	IS 17643 : 2021 or Equivalent method mutually agreed
2.	Fines (%)	IS 17656 : 2021 or Equivalent method mutually agreed
3.	GCV(ARB)	IS 17654 : 2021 or Equivalent method mutually agreed
4.	Moisture (ARB)	Method based upon IS 17655 (Part 1, & 3): 2021 or Equivalent method mutually agreed (Hand-Held Moisture Meter may also be used subject to Power Station satisfaction.)
5.	HGI	Not Applicable for Non-Torrefied Pellets
6.	VM	IS 17844: 2022 or Equivalent method mutually agreed
7.	Mechanical Durability Test	As per IS-18557 (Part-1)

6.15 For Determination of Total Moisture (TM) content:

- a. Samples shall be collected from each truck/dumper for TM determination.
- b. TM will be determined by Power Plant lab validated method based on IS 17655 (Part 1 & 3) Total Moisture will be computed as per the formula below:

$$TM\% = (W1-W2) \times 100 / W1$$

Where: W1= Initial Weight of Sample

W2= Final Weight of Sample

Note: Before unloading, samples shall be tested for moisture at Station end. If this value is in the rejection level range, the consignment shall be rejected, and it shall be the suppliers'

		<p>responsibility to carry it back at his own cost.</p> <p>6.16 Weighting: Power Station will collect the gross weight and the tare weight of the carriage vehicle and the net weight will be calculated. Net Weight Quantity of Pellets received at Power station will be final for the purpose of assessment of executed quantity and payment. However, if invoiced quantity is lower, payment shall be restricted to invoiced quantity.</p> <p>6.17 Extraneous Material (Material other than specified in Technical Specification at Clause 2): Successful Bidder is to ensure that Pellet is free of foreign /extraneous material, failing which Power Plant shall ask Supplier to segregate as well as recover up to contracted landed price for ten times of weight of the extraneous material or 0.5% of FOR Biomass Pellet value of particular truck whichever is higher</p> <p>6.18 Raw Materials for pellet Manufacturing: Successful Bidder is to ensure that raw materials such as Base material and Mixing material are sourced from domestic sources only.</p>																				
7.	COMPUTATION METHODOLOGY FOR VARIOUS RECOVERIES/ QUANTITY ADJUSTMENTS	<p>7.1 The supplier shall guarantee technical parameters of Agro residue-based pellets as given in table-1 under clause 1.2. The characteristics contained in Technical Specification (table-1 under clause 1.2.) shall be adhered to and maintained and non-adherence shall result in 'Quantity and Price Adjustment' as per clause 7.2 or even rejection as per clause 7.4 of this volume.</p> <p>7.2 Acceptance range with/ without pro-rata price/quantity adjustment:</p> <p>7.2.1 The Agro residue-based pellets supplied shall conform to technical specifications as given in Table-1 under clause 1.2. But, in case consignment of Agro residue-based pellets does not meet the guaranteed parameters for GCV, moisture content, and fines %, but are within the acceptable limit as given in table 2, the consignment shall be accepted but with a pro-rata price/ quantity adjustment as applicable.</p> <p style="text-align: center;">Table 2 Parameters on Acceptable Limits</p> <table border="1"> <thead> <tr> <th>Sl.No.</th> <th>Technical Data</th> <th>Units</th> <th>Acceptance range Without Price /Quantity adjustment</th> <th>Acceptance range with pro-rata Price/Quantity adjustment</th> </tr> </thead> <tbody> <tr> <td>1a</td> <td>Gross Calorific Value (ARB*)– Non torrefied</td> <td>Kcal/Kg</td> <td colspan="2">As per clause 7.2.2.1</td> </tr> <tr> <td>2</td> <td>Total Moisture (ARB*)</td> <td>Wt%</td> <td colspan="2">Not more than 14%</td> </tr> <tr> <td>3</td> <td>Fineness%(ARB)</td> <td>Wt%</td> <td>Fineness <= 5%</td> <td>Fineness >5%</td> </tr> </tbody> </table> <p>7.2.2 – Price Adjustment for Gross Calorific Value (GCV)</p> <p>If a consignment of agro residue-based pellets does not meet the guaranteed parameters for Gross Calorific Value (ARB) but is within the acceptable limit, the consignment shall be accepted but with pro-rata upward or downward price adjustment as calculated using the following formula:</p> <p>7.2.2.1 -</p> <p>a. Stipulation of limits for Quoted GCV: Based on the Base material and Mixing material as per technical specification, Bidder is required to quote GCV value of biomass in Kcal/Kg within the range as mentioned below:</p> <p style="text-align: center;">Minimum Limit- 2800Kcal/Kg Maximum Limit 4000kcal/Kg</p> <p>b. Supplier shall supply the agro residue based Non-Torrefied biomass pellets of GCV not less</p>	Sl.No.	Technical Data	Units	Acceptance range Without Price /Quantity adjustment	Acceptance range with pro-rata Price/Quantity adjustment	1a	Gross Calorific Value (ARB*)– Non torrefied	Kcal/Kg	As per clause 7.2.2.1		2	Total Moisture (ARB*)	Wt%	Not more than 14%		3	Fineness%(ARB)	Wt%	Fineness <= 5%	Fineness >5%
Sl.No.	Technical Data	Units	Acceptance range Without Price /Quantity adjustment	Acceptance range with pro-rata Price/Quantity adjustment																		
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3	Fineness%(ARB)	Wt%	Fineness <= 5%	Fineness >5%																		

than 2800 kcal/kg. Price shall be adjusted for GCV variation of supplied material as below:

1. For GCV(ARB) \geq 2800Kcal/Kg [For GCV more than or equal to 2800 Kcal/Kg]

Pro-rata price adjustment shall be done for GCV variation within acceptable GCV range of supplied material as per following formula: -

$$\text{Adjusted FOR price} = [\text{Quoted FOR price} * \text{X Actual GCV (ARB)}] / \text{Quoted GCV (ARB)}$$

***FOR Price- FOR Destination Price**

In case upward GCV variation is more than the Maximum Limit for Non-Torrefied pellet then Price adjustment on account of GCV shall be limited to Maximum Limit for Non-Torrefied pellet only.

2. The downward GCV variation from Minimum limit, pro-rata price adjustment shall be done for GCV variation of supplied material as per following formula:

a. For GCV 2800 Kcal/Kg $>$ GCV \Rightarrow 2400 Kcal/Kg [For GCV less than 2800 Kcal/Kg AND more than or equal to 2400 Kcal/Kg]

$$\text{Adjusted FOR price} = 0.75 \text{ X } [\text{Quoted FOR price X Actual(ARB)}] / \text{Quoted GCV (ARB)}$$

b. For GCV 2400 Kcal/Kg $>$ GCV \Rightarrow 2000Kcal/Kg [For GCV less than 2400Kcal/Kg AND more than or equal to 2000 Kcal/Kg]

$$\text{Adjusted FOR price} = 0.5 \text{ X } [\text{Quoted FOR price X Actual(ARB)}] / \text{QuotedGCV (ARB)}$$

c. For GCV $<$ 2000Kcal/Kg [For GCV less than 2000 Kcal/Kg]

1. In case of GCV (ARB) is less than 2000 kcal/kg, no payment shall be made for already delivered and consumed material of GCV less than 2000Kcal/kg.

Note: In case, supplier is found to frequently supply the material of GCV less than 2800 Kcal/Kg or found to take deviations in other technical parameters, warning letter shall be issued to supplier.

2. However, if material is supplied below 2000 Kcal/Kg in more than 3 (Three) instances during the currency of contract even after issuing warning letter then Contract shall be liable for cancellation.

3. Material supplied of GCV less than 2000 Kcal/Kg is liable for rejection and no payment shall be made for material already delivered and consumed.

7.3 Recovery on Account of Excess Fines in Consignment

Dimension of agro residue-based pellets has been given in the technical specification which shall be adhered to. Dust, crushed agro residue-based pellets in consignment as received at Power Plant shall be

			<p>treated as fines and there shall be recovery on account of excess fines (ARB) if it exceeds 5%. The recovery on account of excess fines will be worked out as per the following formula. Recovery= Adjusted price of biomass pellets x W x (Weight% of fines beyond 5%.) This amount shall be recovered from the payment of that consignment.</p>								
		7.4	<p>Rejection level</p> <p>The consignment of agro residue based pellets arrived at the Power Plant shall initially be tested for following before unloading and shall be rejected if total moisture (as given in table 3) exceeds the rejection level given as follows:</p> <p style="text-align: center;">Table-3 Rejection Level</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Sr. No</th> <th>Technical Data</th> <th>Unit</th> <th>Rejection Level</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Total Moisture (ARB)</td> <td>Wt%</td> <td>More than14%</td> </tr> </tbody> </table>	Sr. No	Technical Data	Unit	Rejection Level	1	Total Moisture (ARB)	Wt%	More than14%
Sr. No	Technical Data	Unit	Rejection Level								
1	Total Moisture (ARB)	Wt%	More than14%								
8.	BILLING AND PAYMENT TERMS		<p>The Contractor shall submit the invoices online or offline as per procuring Organizations guidelines. Bills in triplicate to be furnished on completion of delivery of material at Power Plant and payment shall be released based on the methodology as below: The bills are to be submitted along with the following supporting documents (as applicable), including but not limited to: -</p> <ol style="list-style-type: none"> i. Copy of weighment certification by Power Plant. ii. Copy of Quality reports of loading end iii. Copy of Power Plant receipt end quality reports. iv. Certified working for deriving payable quantity. v. Original challan copies of truck engaged in transportation. vi. Composition of Biomass pellets <p>Payment:- 100% of payable amount shall be paid after receipt of material at site and subsequently receipt of GCV report from the testing Labs as described in the Tender Specification.</p> <p>All the relevant payments due as per the contract shall be released to the Contractor on production of documentary evidence such as LR copy/ e-way bill/ toll tax receipts etc, to ensure that Biomass Pellets have been supplied from bidder's declared place (District) of manufacturing plant.</p> <p>The firm will submit statement of account fortnightly long with tax invoice.</p> <p>Price Adjustment on account of GCV: The final payments to the vendor shall be done according to the Adjusted Price mechanism where Adjusted prices shall be calculated as detailed in Technical Specification.</p>								

(DILIP KUMAR JAIN)
Superintending Engineer
MMC, HTPS, Kasimpur

STANDARD TERMS & CONDITIONS

1. Tenders must be submitted in two parts through E-Tender Process.

Part-I: It should contain the Tender Fee and Earnest Money in acceptable form and evidences regarding pre-qualifying conditions, general information, technical particulars, Commercial terms & conditions. Acceptance of our Standard Terms & Conditions, please mention the variation clearly (only minor), if any.

PART-II: (BOQ): It will contain the price schedule only.

***Note: Bidder has to quote the Transportation cost/Freight Charges only in Rs./ MT @ 3400 GCV without GST in the BOQ/Excel sheet. However, Quantity Allocation shall be done as per Bucket Filling Procedure (As described in Annexure A).**

****Note: Part-II shall be opened only of those bidders who will qualify the pre-qualifying conditions.**

2. PRICE BASIS:

Biomass pellets benchmark price has been notified for NCR region for period of 1 year w.e.f. 01.09.2023 by Ministry of Power vide letter No. F. No.11/86/2017-Th.11 (C.No:238797) dated 23-08-2023. The notified benchmark price for NCR is Rs. 2.32/1000 kcal (excluding GST) or 2.436 Rs/1000 kcal(including GST). GST shall be paid as per extant rates, and will change if the rates of GST are changed. Total procurement price shall be (A+B) as follows: A i.e. Ex factory Price for non-torrefied Biomass {Rs. 2.436 Rs/1000Kcal or Rs 8282.40 / MT @3400 Kcal as notified by Gol including GST @5%} + B i.e. Transportation price (to be quoted by Bidder) including GST in Rs/ Metric Ton for GCV 3400 Kcal/KG

3. **Price variation Formula:** The payments against the PO shall be on variable price basis i.e. will vary for each delivery lot in accordance with the actual GCV of the received lot. The payments for the supplied delivery lot shall be calculated according to the formula mentioned in clause as per clause no. 7.2 Computation Methodology For Various Recoveries/Quantity adjustments.
4. **TRANSIT INSURANCE CHARGES:** To be borne by the supplier.
5. **PACKING & FORWARDING CHARGES:** To be borne by the supplier.
6. **TAXES & DUTIES: GST Extra @ 5% or as applicable at the time of supply against documentary evidence on Basic and Freight charges only (GST shall not be quoted in BOQ, it shall be calculated extra)**
7. **TERMS OF PAYMENT:** As per clause 8 - Billing and payment terms of Technical specifications of agro based biomass pellets.
8. **Inspection:** Inspection of materials shall be carried out at HTPS, Kasimpur.
NOTE: Sampling, Testing and rejection of biomass pellets will be as per clause 6 & 7 of Technical specifications of agro based biomass pellets.
9. **Security:** Shall be applicable as per clause 4.4 of Technical specifications of agro based biomass pellets.
10. **LD/Penalty:** Shall be applicable as per clause 4.5 of Technical specifications of agro based biomass pellets.
11. **Delivery:** Delivery shall be applicable as per clause no.3.3 of Technical specifications of agro based biomass pellets.
12. **Validity of offer:** Firm shall submit the validity of the offer for a minimum period of 180 days from the actual date of opening of BID PART- II as per Annexure - IV
13. **Engineer of Contract:** Executive Engineer, Purchase Division-I, ETPS, HTPS, Kasimpur shall be the Engineer of Contract.
14. **Consignee/Engineer of In charge:** Executive Engineer, Coal Handling Division-II, DTSP, HTPS, Kasimpur shall be the Consignee/ Engineer of In charge.
15. UPRVUNL reserves the right to test the samples from any NABL accredited Labs.
16. Regarding final unloading of Biomass Pellets at DTSP/ETPS, HTPS, the decision of Superintending Engineer- O&MC-V (CHC), 2X250 MW shall be final.
17. **UPRVUNL:** means U.P Rajya Vidyut Utpadan Nigam Limited.
18. **Paying Authority:** Office of the CFA & BO, HTPS Kasimpur shall be the Paying Authority.
19. Engineer of In charge will have the right to reduce the supplying quantity to any extent in case of shutdown/Force Shutdown/ RSD/ Overhauling etc. of unit. The minimum Notice period to stop/ resume the supply will be in sole discretion of UPRVUNL.
20. Tenderer should be registered under GST and copy of their GST registration certificate in the form of **GST REG-06 and GSTR-3B** should be submitted/ **uploaded**.
21. The Tenderer/ Bidder should upload, information/declaration regarding firm's name, Firm's work & registered office address along with mobile number and e-mail address of the authorized person (who may be contacted in case any clarification if required) as per format prescribed in Annexure-VII and may submit the same in the office of SE, MMC, HTPS, Kasimpur, Aligarh-202127.
22. If a bidder has not furnished complete information/documents which are required in part-I (Technical Bid), part-II (price bid) cover may not be opened.
23. In case, due date of opening happens to be a holiday, the tender shall be opened on the next working day.

24. Intending bidders are advised to visit the plant before submitting their bid/offer, so that all their technical queries, if any, may be resolved.
25. Tenderer sending their tender document by mail/courier/speed post will do so solely at their own risk and responsibility. This office shall not be responsible for any delay in this regard, whatsoever.
26. The bidder shall clearly mention the quantity offered against the specified quantity of purchase on **Bucket Filling Procedure**.
27. UPRVUNL reserves the right to split the award of contract among more than one bidders for uninterrupted supply of material as per recommendation/approval of competent authority/committee as per UPRVUNL policy.
28. If the Nigam suffers any loss due 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 and P.O. may be cancelled at any stage without any prior intimation to the firm.
29. In order to meet out any emergency of UPRVUNL, the successful bidder may be asked to supply part of the ordered material to any other Unit/project of UPRVUNL on same terms & conditions, which will be binding on the firm.
30. Each and every paper of the tender bid submitted by the firm should be legible and should be signed with remark "**submitted by me**" by the authorized representative of the firm with stamp/seal of the company/firm. Documents not having such remark/attestation/ illegible may not be considered/accepted for evaluation.
31. In case, the total quantities quoted by eligible bidders is less than the Tendered Quantity (960 MTPD), the quantity may be allotted more than their quoted quantity, based on the declaration of bidders to supply more than the quoted quantity.
32. During the execution of the contract, if supplier fails to supply the material without submitting the proper reason, the debarment/ blacklisting or any suitable action deemed fit may be initiated.
33. **COMPLIANCE WITH GOVERNMENT ORDERS:**
The biomass pellets supply under the Contract, is meant for the purpose of generation of power at UPRVUNL Plants. The Contractor shall ensure compliance of all regulations/conventions/ policies/ guidelines/ orders etc. of Govt. of India/State in force related to any or all of the activities covered in insurance, clearing, handling & forwarding, and insurance. In case of any modifications in any of the provisions in respect of supply of biomass pellets, during the currency of the contract, the same shall become applicable and binding on Contractor and UPRVUNL with immediate effect.
34. **ARBITRATION:** All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and / or in connection with, and / or in consequences or relating to this contract, whether or not obligations of either or both parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitrator to be appointed by the mutual consent from panel of Arbitrators provided by UPRVUNL. The firm may give consent on anyone from the panel. In case no consensus is arrived at between the parties then aggrieved party can approach the competent court of law for appointment of Sole Arbitrator. The award of the Arbitrator shall be final and binding on the parties to this contract. Subject to afore mentioned provisions, the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time and rules made thereunder for the time being in force, shall apply to the Arbitration proceedings under this clause.
35. **Limitation of Liability:** Except in cases of criminal negligence or willful misconduct,(a) neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement. (c) the aggregate liability of the Employer to the Contractor, whether under the Contract, in tort or otherwise, at any point of time during the execution/performance of the Contract, shall not exceed the 'total Contract Price less payments already released to the Contractor.
36. **Force Majeure:** Force Majeure is herein defined as any cause which is beyond the control of either party of the Agreement as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen or which when foreseen could not have prevented and which materially and adversely affected the performance by either party (the Affected Party) of its obligation under the Agreement such as but not limited to:
 - a) Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightening and cyclone;
 - b) Acts of any Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes;
 - c) Civil disturbances including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection;
 - d) Strikes and lock outs

The burden of proof as to whether a Force Majeure event has occurred shall be upon the party claiming the Force Majeure event. If operation of such circumstances exceed three months, either party will have the right to refuse further performance of

the agreement, in which case, neither party shall have the right to claim eventual damages.

The party, which is unable to fulfill its obligations under this agreement, shall within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party in writing of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of Contractors or the buyers shall be sufficient proof of the existence of the above circumstances and their duration. The Contractor who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended accordingly.

37. Overwriting/use of whitener may reject the tender. Any cutting should be verified with full signature of the bidder. In case there is any variation between the rates indicated in figures and words, the rates quoted in words shall be considered final. However, the decision to accept/reject such offer by Nigam shall be final and binding on the tenderer.
38. Conditional offer shall not be accepted. If any rebate, discount or reduction in the rates, should be clearly mentioned. No conditional rebate/discount shall be considered.
39. UPRVUNL reserves the right to cancel the Tender at any stage without assigning any reason. UPRVUNL may revise the quantity of material at any stage to any extent and it will be communicated to the firm.
40. The tenderer shall have "NO" right to issue addendum to tender documents to clarify, amend, supplement or delete any of the conditions, clause or items stated there in.
41. No contents/figures/any other entries should be blocked or deleted while submitting the photocopies of documents; otherwise such documents shall not be considered/ accepted for evaluation.
42. Any dispute arising against this tender/order there-of shall be subject to the jurisdiction of competent court of **Aligarh/Hon'ble High Court of Judicature at Allahabad**.
43. Any bidder, running blacklisted in UPRVUNL on the date of opening of part-I of Tender, is not eligible to participate in Tender. If the same is found during finalization of tender process, then their offer will be rejected.
44. 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, before opening of bid Part-II or afterward.
45. **As the contracted quantity is 3.5 Lakh MT (to be delivered in 1 year), therefore, UPRVUNL will place multiple orders to successful bidders on Bucket Filling Procedure.**
46. All commercial terms & conditions along with the technical specifications of the tendered material shall be clearly mentioned in bid part-I only. If there is any deviation in the technical specifications / commercial terms & conditions, the same should be clearly mentioned / described in part-I only otherwise it will be assumed that the tenderer is accepting all the UPRVUNL terms & conditions and tender specifications. However, UPRVUNL reserves the right to accept/reject any deviation offered by the firm and accordingly part-II will be accepted or rejected
47. All other terms & conditions of FORM "B" of UPRVUNL shall also be applicable.
48. HTPS/UPRVUNL reserve the right to alter the quantity, split, reject any or all the quotations without assigning any reason thereof.

(DILIP KUMAR JAIN)
Superintending Engineer
MMC, HTPS, Kasimpur

PRE QUALIFYING CONDITIONS (Tender Bid Part-I) OF THE TENDER

Sl. No	Pre Qualifying Conditions (PQC)	Firm's Remark (The bidder should fill this column completely with their remarks and upload the same on e-Tender portal)
	Part A	
1	<p>TENDER COST: Tenderer/ Bidder shall have to deposit the requisite amount of tender cost in HTTPS-Kasimpur account (SBI Account no. – 11264105069, IFSC code- SBIN0001364) through RTGS/NEFT only and Documentary evidence for the same must be uploaded in prescribed format in Annexure-I in Part-I. (Transfer of tender cost through Cheque deposit is not permitted.)</p> <p>Required tender cost is Rs. 1000.00 + Rs. 180.00 (18% GST on Rs. 1000.00) only = Rs 1180.00</p>	
2	<p>EARNEST MONEY:-</p> <p>(* EMD to be submitted in multiple of 10 MTPD in higher side, for e.g. for 32 MTPD Firm has to submit EMD for 40 MTPD, for 45 MTPD Firm has to submit EMD for 50 MTPD)</p> <ol style="list-style-type: none"> 1. For Min quoted Quantity 20 MTPD, EMD shall be Rs. 8.00 Lac. (Through RTGS/NEFT/BG) 2. For 30 MTPD, EMD shall be Rs. 12,31,868.00 (Through RTGS/NEFT/BG) 3. For 40 MTPD, EMD shall be Rs. 13,75,824.00, (Through RTGS/NEFT/BG) 4. For maximum 50 MTPD, EMD shall be Rs. 15,19,780.00 (Through RTGS/NEFT/BG) <p>(For the purpose of successful online submission of Tender on E-Tender Portal website, the bidders/Firms will fill the maximum EMD (Earnest Money Deposit) value that is Rs. 15,19,780.00 just to allow the system to proceed further during bid submission, however the actual EMD value that is submitted by the Bidder/firm in the above-mentioned account of SAO EPAD, HTTPS Kasimpur and declared in Part-I (Technical Bid) of the Tender Documents (Annexure-I) will only be considered)</p> <p>Tenderer / Bidder shall have to deposit the requisite amount of Earnest Money in HTTPS-Kasimpur account (SBI Account no-11264105069, IFSC code-SBIN0001364) through RTGS/ NEFT/ BANK GUARANTEE only (BG can only be submitted if Earnest money amount is Rs 5000.00 or more).</p> <ol style="list-style-type: none"> a) In case EMD is submitted through RTGS/NEFT, the bidder <u>must upload details filled in prescribed format in Annexure-I in Part-I(Technical bid)</u> b) In case EMD is submitted in the form of Bank Guarantee, the bidder <u>must upload Bank Guarantee issued by commercial scheduled bank in prescribed format in Annexure-II.</u> <p>In case of submission of Bank Guarantee, bidder shall upload & submit copy of confirmation e-mail sent by Bank after issuing Bank Guarantee. The Bank Guarantee to be issued by the issuing Bank on Behalf of bidder in favor of S.A.O, EPAD. HTTPS Kasimpur shall be in paper form as well as issued under the structured financial messaging system (SFMS). The Details of beneficiary for issuance of BG under SFMS platform is furnished below:-</p> <p>Name of Beneficiary: - S.A.O, EPAD. HTTPS Kasimpur,</p>	

	Bank details / Account No. of Beneficiary: - SBI A/c. No. 11264105069, IFSC Code: SBIN0001364, Kasimpur Original copy of Bank Guarantee must be submitted in hard copy to SE, MMC, HTPS, Kasimpur, Aligarh-202127, failing which legal action <u>may</u> be taken against the firm.	
3	Only existing manufacturers having their Manufacturing Plant location in NCR region shall be allowed to participate in the tender.	
4	Manufacturing Capacity: Bidder shall provide Certificate issued by Practicing <u>Chartered Accountant</u> on Letter Head for Bidders' manufacturing capacity as per Annexure- III	
	Part B	
5	Agreement for validity of offer: Notarised Affidavit on a non-judicial stamp paper of Rs 100.00 plus revenue stamp of Rs. 1.00 regarding validity of offer on prescribed format in Annexure-IV must be uploaded. Validity of offer shall be 180 days from the date of opening of part-II of the Tender. Original copy of Notarised affidavit on non-judicial stamp paper must be submitted in hard copy to SE, MMC, HTPS, Kasimpur, Aligarh-202127	
7	Non-Black Listing/Debarment Declaration: Firm has to submit notarized affidavit regarding non-black listing/debarment/termination (of contract) of the firm by SEBs/UPRVUNL/NTPC/BHEL /PSU's/Govt. Sector body or any other organization	
8	GST Registration: Copy of GST Registration certificate in form GST REG-06 and latest GSTR-3B <u>must be uploaded</u>	
9	PAN CARD: PAN Card of the firm/company or proprietor as the case <u>must be uploaded.</u>	
10	Declaration for relative: Declaration on Firm's Letter Head as per prescribed format in Annexure-VI for relative in UPRVUNL certificate must be uploaded.	
11	Partnership/company – Copy of partnership deed, in case of tenderer is partnership firm. In case of limited company, copy of registration certificate issued by registrar of companies along with Memorandum of Association and Articles of Associations must be uploaded.	
12	Address Detail: The bidder shall furnish Name, works address, E-mail ID, registered office address of the firm along with mobile number and E-mail ID of the authorized person who may be contacted for clarification, if any, required during process of tender <u>must be uploaded</u> in prescribed Performa in Annexure-VII.	
13	Authority letter: In case tender has been filled by person other than Proprietor/partner, original copy of authority letter mentioning Tender No must be uploaded in e-tender portal. In case of company, authority letter mentioning tender no. duly supported with Board resolution passed in this regard. Original copy of Authority letter must be submitted in hard copy to SE, MMC, HTPS, Kasimpur, Aligarh-202127	
14	Un Priced: The bidder <u>must upload</u> Un-priced BOQ as enclosed in Annexure-VIII duly filled up and signed under seal along with the technical specification of the items offered by the firm.	
15	"All Terms & conditions" mentioned in the tender documents, duly filled, stamped & signed as token of Acceptance <u>must be uploaded.</u>	
16	Allocation Criteria 1. Total tendered quantity is 960 MTPD. For 1 Years total quantity = 3,50,000 MT 2. Maximum Allocation to a bidder shall be 50 MTPD. 3. For existing manufacturers, Total Manufacturing capacity of the vendor will be certified by a practicing Chartered Accountant on TPH basis. The average MTPD capacity will be calculated based on 10 hrs operation per day. It may be noted that 10 hrs operation per day is considered based on	

derating/underutilization of palletisation machine for different agro residues and time required for overhauling or maintenance of machines.

4. Manufacturing unit/Capacity of all Bidders may be verified by authorized UPRVUNL representatives/committee. (If required)
5. The available (**untied**) Manufacturing capacity considered for allocation of quantity shall be determined as under:

Available Manufacturing capacity (MTPD) = (Total Existing manufacturing capacity in MTPD) – Existing commitment in MTPD- (Total Long-term order/s in MTPD + Total Order qty in MTPD for any short- term order placed in past one year + Total allocated quantity in MTPD under any ongoing tender).
6. The minimum quantity to be quoted by a bidder shall be 20 MTPD and the increments shall be in the multiples of 10 MTPD.
7. Further, the available Manufacturing capacity considered for allocation of quantity shall be determined in line with data as under: -

S. No.	Plant location	Type of palletization Machine (Ring Dye, Flat Dye, Piston type, Other)	Palletization Machine Make	Number of palletization Machines(A)	Capacity in TPH per machine(B)	Total capacity of pellet M/cs(TPH) (AXB)
1*						
2*						
3*						
Total						

S. No.	Plant location	Hammer mill Make	Number of Hammer mill Machines(A)	Capacity in TPH per machine(B)	Total capacity of hammer mills(TPH) (AXB)
1*					
2*					
3*					
Total					

** Bidder may add more rows, if required*

1. Bidders may please note that for Capacity evaluation purpose, the MTPD capacity (least of total pellet M/c or total Hammer mill capacity) will be calculated based on 10 Hr operation per day.

For example, for one 2 TPH machine/hammer mill, the MTPD capacity will be taken as 20 MTPD.

2. If the declared capacity is more than the calculated capacity as per this formula, the same shall be restricted to calculated capacity.
3. In case of any misrepresentation of the facts, the bid shall be rejected, and action may be taken as per the terms and conditions of the tender. The available manufacturing capacity shall be certified by practicing CA.
4. Bidder shall not be allowed to quote for less than 20 MTPD but UPRVUNL can award less than 20 MTPD

Bucket Filling (BUCKET CAPACITY- 960 MTPD)

- A) Quantity allocation (Bucket Filling) will be done from the lowest bidder to highest bidder, limiting the allocation to quoted quantity/available manufacturing capacity for existing manufacturers.

	<p>B) The minimum qty to be quoted by the bidder shall be 20 MTPD. If at the end of bucket filling the leftover quantity is less than 20 MTPD, last bidder's allocation quantity may be adjusted to below 20 MTPD so that the total allocation doesn't exceed the tender quantity.</p> <p>C) In case of tie in the total bid price between multiple vendors, quantity allocation shall be done in 20 MTPD/bidder lots. If the available quantity is not fully allocated in the first round, allocation will be done in the next round in multiples of 20 MTPD per vendors. The exercise shall be continued till the available capacity is fully allocated or the quoted/available capacity of the vendors is fully exhausted. However, total allocation shall be restricted to available manufacturing capacity for existing manufacturers.</p> <p>D) If available/unallocated quantity is less than 20 MTPD per vendor in any round, equal qty shall be distributed amongst the vendors.</p>	
18	As the contracted quantity is 3.5 Lakh MT (to be delivered in 1 year), therefore, UPRVUNL will place multiple orders to successful bidders on Bucket Filling Procedure.	

NOTE: Part II of the tender shall only be opened after the above Pre Qualifying Conditions are fulfilled by the tenderer. Tender Technical Evaluation will be done only on the basis of documents uploaded by the tenderer on e-tender portal (Bid of the Bidder will not be considered in absence of Submitted Fee/uploaded documents related to Part A of the PQC of the Tender, However clarification may be taken if required for submitted documents related to PQC clause 3 & 4.

Any documents related to Part B of the PQC is/are missing/clarification required, then firm may be asked to submit these documents within specified period (07 days), failing which part-II (Price Bid) of the tender will not be considered.

In case of submission of Bank Guarantee, bidder shall upload & submit copy of confirmation e-mail sent by Bank after issuing Bank Guarantee. The submission of Bank Guarantee without copy of confirmation mail from bank shall be treated as Null & Void.

Above Pre Qualifying Conditions related documents are to be uploaded with Tender Part-I (Technical Part) and requisite documents (i.e. Affidavits on Notarized Stamp paper and BG) must be submitted in Original Hard copies to the **Superintending Engineer, Material Management Circle, Harduaganj Thermal Power Station, Kasimpur, Aligarh-202127, Uttar Pradesh**, Bidder/tenderer may be asked to submit any document in original hard copy for verification purpose if required by UPRVUNL at any stage.

Methodology for Allocation of quantities & evaluation of Bids in Bucket filling approach for Agro residual based Non-torrefied Biomass Pellets

1. Allocation Criteria:

1. Total tendered quantity is 960 MTPD. For 1 Year total quantity = 3,50,000 MT.
2. Maximum Allocation to a bidder shall be 50 MTPD
3. The minimum quantity to be quoted by a bidder shall be 20 MTPD and the increments shall be in the multiples of 10 MTPD
4. For existing manufacturers, the Total Manufacturing capacity of the vendor will be certified by a practicing Chartered Accountant on TPH basis). The average MTPD capacity will be calculated based on 10 Hrs. operation per day. It may be noted that 10 Hrs. operation per day is considered based on derating/underutilization of palletization machine for different Agro residues and time required for overhauling or maintenance of machines.
5. The available Manufacturing capacity considered for allocation of quantity shall be determined as under:-

Available (MTPD)	Manufacturing capacity	Total Existing manufacturing capacity in MTPD) – Existing commitment in MTPD- (Total Long-term order/s in MTPD + Total Order qty in MTPD for any short- term order placed in past one year + Total allocated quantity in MTPD under any ongoing tender.
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2. Bucket filling (Quantity allocation)

- A) Quantity allocation (Bucket Filling) will be done from the lowest bidder to highest bidder, limiting the allocation to quoted quantity/available manufacturing capacity for existing manufacturers.
- B) The minimum qty to be quoted by the bidder shall be 20 MTPD. If at the end of bucket filling the leftover quantity is less than 20 MTPD, last bidder's allocation quantity may be adjusted to below 20 MTPD so that the total allocation doesn't exceed the tender quantity
- C) **In case of tie in rates (including Freight charges) :-**
 1. The total bid price between multiple vendors, quantity allocation shall be done in 20 MTPD/bidder lots. If the available quantity is not fully allocated in the first round, allocation will be done in the next round in multiples of 20 MTPD per vendors. The exercise shall be continued till the available capacity is fully allocated or the quoted/available capacity of the vendors is fully exhausted. However, total allocation shall be restricted to available manufacturing capacity for existing manufacturers.
 2. If available/unallocated quantity is less than 20 MTPD per vendor in any round, equal qty shall be distributed amongst the vendors.

TABLE B

Impact of GCV variation on biomass pellet price and Transportation rate		
<u>GCV range</u>	<u>Biomass pellets price/ Exfactory price of pellets</u>	<u>Transportation rate</u>
Less than 2000 kcal/KG	No payment shall be made	No payment shall be Made
2000 kcal/KG to Less than 2400 kcal/KG	0.50 * Adjusted biomass pelletsFOR origin Price	0.50 * Adjusted transportation cost

2400 kcal/KG to less than 2800kcal/KG	0.75 * Adjusted biomass pelletsFOR origin Price	0.75 * Adjusted transportation cost
2800-3400 kcal/KG	Adjusted biomass pellets FOR origin Price	Adjusted transportation Cost
3400-4000 Kcal/KG	Adjusted biomass pellets FORorigin Price	Transportation rate willbe limited to 3400 Kcal/KG that is quoted Price
Above 4000Kcal/KG	GCV(ARB) will be taken as 4000 kcal/Kg for calculation of biomasspellet price, that will be no extra payment for GCV more than 4000Kcal/kg, however the material will be accepted	Transportation rate willbe limited to 3400 Kcal/KG that is quoted Price

Note: In case, supplier is found to frequently supply the material of GCV less than the minimum level below which no payment is to be made as per above methodology or is found to take deviations in other technical parameters, warning letter shall be issued to supplier. Further, if material is supplied below this threshold on more than 3 (Three) instances during the currency of contract even after issuing warning letter, then Contract shall be liable for cancellation.

(DILIP KUMAR JAIN)
Superintending Engineer
MMC, HTPS, Kasimpur

ANNEXURE-I

The Tender Cost & EMD should be submitted through RTGS as below mentioned format.

1.	E-Tender No. ई निविदा संख्या	
2.	Details of UPRVUNL Bank Account उ०प्र०रा०वि०उ०नि०लि० का खाता विवरण	
	(i) Name of Bank बैंक का नाम	State Bank Of India
	(ii) Branch Name शाखा	Kasimpur
	(iii) Account No. खाता संख्या	11264105069
	(iv) IFSC Code आई०एफ०एस०सी० कोड	SBIN0001364
	(v) Name of Account Holder खाता धारक का नाम	SAO, EPAD, UPRVUNL, Kasimpur
3.	Name of Firm फर्म का नाम	
4.	Tender Cost निविदा मूल्य	
	(i) UTR No. or Reference यू०टी०आर० संख्या अथवा संदर्भ	
	(ii) Date of Deposit जमा करने की तिथि	
5.	Earnest Money धरोहर राशि	
	(i) UTR No. or Reference यू०टी०आर० संख्या अथवा संदर्भ	
	(ii) Date of Deposit जमा करने की तिथि	
6.	Details of Firm Bank Account फर्म का खाता विवरण	
	(i) Name of Bank बैंक का नाम	
	(ii) Branch Name शाखा	
	(iii) Account No. खाता संख्या	
	(iv) IFSC Code आई०एफ०एस०सी० कोड	
	(v) Name of Account Holder खाता धारक का नाम	
	Note: Kindly fill your bank account details properly so that the amount after realization of Earnest Money should be credited. नोट: कृपया अपने खाता विवरण ठीक प्रकार से भरें ताकि धरोहर राशि अवमुक्त करने के उपरांत आपके खाते में जमा किया जा सके।	

FORM OF BANK GUARANTEE BOND

1. This guarantee should be furnished by State Bank of India and other Scheduled Commercial Bank (authorized by RBI) without deposit of securities up to prescribed limit, in the format as given below.
2. This bank guarantee should be furnished on Stamp Paper value Rs. 100/- or as per Stamp Act.
3. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.
4. The bank guarantee to be issued by the issuing Bank on behalf of Bidder in favour of Harduaganj Thermal Power Station (Uttar Pradesh Vidyut Utpadan Nigam Limited) shall be in paper form as well as issued under the Structures Financial Messaging System (SFMS). **The details of beneficiary for issue of BG under SFMS platform is furnished below:-** Harduaganj Thermal Power Station (Uttar Pradesh Vidyut Utpadan Nigam Limited), (SBI Kasimpur, Aligarh, Account no. 11264105069, IFSC code- SBIN0001364).

To,
The Senior Accounts Officer,
EPAD, Harduaganj Thermal Power Station
Kasimpur, Aligarh (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 ofPartners 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.ET-_____for issue of Agreement for the supply of "supply of _____of Unit no-_____-htps-Kasimpur-Aligarh for a period of one year" as per technical scope of work for a period of one year 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 Senior Accounts Officer, EPAD, HTPS, Harduaganj, Kasimpur, Aligarh (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:-

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 said tender and thereby modify those conditions or and thereto any further conditions as may be mutually agreed upon between you and the tenderer.

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.

That this guarantee shall commence from the date hereof and shall remain in force till the tenderer, if his tender is accepted by you, furnishes the security as required under the specifications and executes a formal agreement as therein provided or till the expiry of.....from the date hereof, whichever is earlier, the period of the validity of the guarantee may be extended for further period, if mutually agreed upon between you and ourselves.

That the expression the Tendered' 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.

Your's faithfully

Dated.....day of..... (Indicate the name of Bank)

Tender No. : ET-

Certificate by Chartered Accountant on Letter Head for Bidders' manufacturing capacity

Bidders' Manufacturing Capacity This is to certify that M/s (Name of the Bidder) is having its registered office at and its Manufacturing plant is/are located at which is/are in operation, since Details of Plants are mentioned below:

S. No.	Plant location	Type of palletization Machine (Ring Dye, Flat Dye, Piston type, Other)	Palletization Machine Make	Number of palletization Machines(A)	Capacity in TPH per machine(B)	Total capacity of pellet M/cs(TPH) (AXB)
1*						
2*						
3*						
Total						

S. No.	Plant location	Hammer mill Make	Number of Hammer mill Machines(A)	Capacity in TPH per machine(B)	Total capacity of hammer mills(TPH) (AXB)
1*					
2*					
3*					
Total					

** Bidder may add more rows, if required*

Notes:

- Bidders may please note that for Capacity evaluation purpose, the TPD capacity (least of total pellet M/c or total Hammer mill capacity) will be calculated based on 10 Hr operation per day. For example, for one 2 TPH machine/hammer mill, the TPD capacity will be taken as 20 TPD.
- If the declared capacity is more than the calculated capacity as per this formula, the same shall be restricted to calculated capacity.
- In case of any misrepresentation of the facts, the bid shall be rejected, and action may be taken as per the terms and conditions of the tender.

Further It is certified that M/s _____ (Name of the bidder) is a manufacturer of Agro-residue based biomass pellets having Total manufacturing capacity of _____ (in Tonnes per Day) for the above-mentioned plants.

Authorized Signatory with stamp/seal
Name & address of Chartered Accountant
Membership Number-

UDIN -

**strike off whichever is not applicable.

PROFORMA FOR 'AGREEMENT FOR VALIDITY OF OFFER'

Affix
Revenue
stamp of
Rs. 1

(To be submitted on non-judicial stamp paper of Rs 100.00 duly notarized & affixed with Re1 revenue stamp)

1.	Tender invited by	Superintending Engineer MMC, Harduaganj Thermal Power Station, Kasimpur, Aligarh, U.P.
2.	E-Tender Number	ET:
3.	Name of Work / Material	
4.	Name of the Tenderer /Bidder (Name of the Firm)	M/s.....

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 **180 days** w. e. f. the date of opening of **Part-II** of the tender bid. The tenderer also agrees to the condition that if the tenderer does withdraw his proposal within the said period of Six months or during the period of execution / completion of the work, the Earnest money deposited by him, may be forfeited by the U P Rajya Vidyut Utpadan Nigam Ltd.

Date:

Place:

Seal & Signature

Name of Proprietor/Authorised Person _____

Name of Firm _____

Address of Firm _____

Witness with complete address:

1.

2.

ANNEXURE-V

(To Be Issued by Practicing Chartered Accountant on Letter Head)

Date:...../...../.....

To,

Uttar Pradesh Rajya Vidyut Utpadan Nigam Limited

Harduaganj Thermal Power Station

Kasimpur- Aligarh

Dear Sir,

Sub: Turnover Certificate for participation in Tenders issued by UPRVUNL.

This is to certify that M/s.(Agency Name & Address) are in the business of contracts execution for.....completed years (considered up to 31st March of last Financial year. Their turnover in execution of the Contracts in each financial year during the preceding 03 (three) years are as given below:

Sl. No.	Year	Turnover (in Rupees)
1		
2		
3		

This is further certified that the above Turnover is in line with the Turnover declared by the Agency in their Income Tax Returns filed under Pan No.:.....

AND

Along with Turnover declared under GST Returns submitted by the Agency under RC/GSTIN..... which are verified by us.

It is further certified that other income has not been considered while computing above turnover.

Place:

Date:

Signature

Name of Partner/ Proprietor:.....

Membership No.:.....

Firm Registration No.:

UDIN NO.....

Declaration

(On Firm's Letter Head)

RELATION CERTIFICATE

(A) None of the relative of the tenderers/ partners is working in UPRVUNL.

OR

(B) Following relative/relatives of the tenderer/ partners is/are working in UPRVUNL

Full Name:

Designation:

Complete Office Addresses:

Signature of Bidder/Tenderer:.....

Date:.....

Rubber Seal:.....

**strike off whichever is not applicable.

फर्म/ठेकेदार द्वारा यह प्रपत्र विभाग द्वारा निर्गत निविदा से अलग कर भाग-1 के साथ जमा किया जाना सुनिश्चित किया जाये।

1- (अ) फर्म का नाम :.....
(ब) मालिक का नाम :.....

2- (स) पिता का नाम :.....
(द) साझीदार का नाम 1-.....
2-.....
3-.....

3- स्थायी पता-
1-मकान सं० -.....
2-गाँव/मोहल्ला-.....
3-डाकघर -.....
4-थाना -.....
5-जिला -.....
6-पिन कोड सं०-.....
7-Mob. No./दूरभाष सं०-.....
8-E-mail-.....

4- पत्राचार हेतु पता-.....
.....
.....
.....
.....

हस्ताक्षर

अधिकृत प्रतिनिधि

मुहर

DECLARATION OF PAST ORDERS

We declare that we are executing following Purchase Orders for supply for Non-Torrefied Biomass Pellets Procurement Package for various Plants of UPRVUNL or any other Thermal Power station of any Organisation:

S.No	Name of Project/ Purchase Order No. & Date	Ordered Quantity	Amount (Rs.)	*Period ofContract
1				
2				
3				
	<u>Total in hand Ordered Quantity</u>			

We understand that the above declaration shall be used in line with the provisions of bidding document.

Date: (Signature)

(Printed Name)

Place: (Designation)

(Seal)

Note: Continuation sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Attachment.

FORM - B

GENERAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF PLANT AND MACHINERY FOR WORK PERTAINING TO THE U.P. RAJYA VIDYUT UTPADAN NIGAM LTD.

1. DEFINITION OF TERMS: In construing these general conditions and the annexed specification, the following words shall have the meaning herein assigned to them unless there is anything in the subject or context inconsistent with such construction.

The Purchaser shall mean the U.P. Rajya Vidyut Utpadan Nigam Ltd. and shall include its successor and assigns.

The Contractor shall mean the tenderer whose tender shall be accepted by the purchaser and shall include such tenderer heirs legal representatives, successors and assigns.

The Sub-Contractor shall mean the person named in the Contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the Engineer and the heirs, legal representative, 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 duly authorized and appointed in writing by the purchaser to act the Engineer for the purposes of the Contract and in case where no such officer has been so appointed, the purchaser or his duly authorised representative.

The Plants shall mean the plant and materials to be provided by the contractor under the contract.

The Contract shall mean and include the general conditions, specifications, schedules drawings, form of tender covering letter, schedule of prices or the final general conditions, specifications and drawings and the Agreement to be entered into under clause 3 of these general conditions.

The Specification shall mean the specifications 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.

The Month shall mean calendar month.

The Writing shall include any manuscript, type written or printed statement under or over signature or seal, as the case may be.

Words importing person 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, specifications, schedules and drawing if he shall have any doubt as to the meaning of any portion of these general

conditions or of the specifications he shall, before signing the contract set forth the particulars thereof and submit them to the Engineer in writing in order that such doubt be removed.

3. CONTRACTOR: A formal agreement shall if required by the purchaser be entered into between the purchaser and the contractor for the proper fulfilment of the contract. Further, if required by the purchaser, the contractor shall deposit with the purchaser, as security for the due and the faithful performance of the contract such sum not being less than one percent of the total value of the contract as may be fixed by the purchaser either in cash or any other form approved by the purchaser by the security deposit shall be refunded to the contractor on the delivery and check of the plant at the site of the work.

The changes in respect of vetting and execution of the contract document shall be borne by the contractor. The contractor shall be furnished 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 to the Engineer for his approval, drawings of the general arrangement of the plant to be provided and such detailed drawings, other than shop drawing, as may be reasonably necessary.

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

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

These drawings 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 hereinafter provided.

In the event of 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 set and return the same to the contractor.

The contractor, if required by the Engineer, shall supply in addition copy 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 communicated 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. MISTAKES IN DRAWINGS: The contractor shall be responsible for and shall pay for any alterations of the plant due to any discrepancies, errors or omissions in the drawings or other particulars, supplied by him, whether such drawings or particulars have been approved by the Engineer or not, provided that if such discrepancies, errors or omissions are due to inaccurate information or particulars furnished to the contractor by the Engineer any alterations in the plant necessitated by reasons of such inaccurate information or particulars shall be paid for by the purchaser.

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

6. SUBLETTING OF CONTRACTOR: The contractor shall not, without the consent in writing of the Engineer or purchaser, which shall not be unreasonably withheld assign or sublet his contract, or any substantial part thereof other than for raw materials, 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 or alleged infringement of letters 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 or 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 any claim is made and that the contractor shall be at liberty if he so desires, with the assistance of the purchaser, if required but all contractors, own expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and PROVIDED THAT no such machine, plant or thing shall be used by the purchaser for any purpose or 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 and constructed in the best and most substantial and most workmanlike manner and with materials of the best or approved quantities for their respective uses.
9. PACKING: The contractor shall be responsible for security, protecting and packing the plant so as to avoid damage under normal conditions of transport.
10. DELIVERY AND IMPORT LICENCE FEE : The cost of delivering the whole of the material F.O.R. at the railway stations specified shall be borne by the contractor. The Import Licence Fee for the import of equipment or component parts of raw materials if required, shall be paid by the contractor even when the Import Licence may have to be taken in the name of the purchaser.
11. POWER TO VARY OR OMIT WORK : No alterations amendments, omissions, additions suspensions or variations of the plant (hereinafter referred to as Variations) under the contract as shown by the contract drawings of the specification shall be made by the contractor except as directed in writing by the Engineer, but the Engineer shall have fully power, subject to 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 contractor shall make such variations, 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 carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the Engineer thereof in writing and the Engineer shall decide 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 variations shall be added to or 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 prices so far as the same may be applicable and where the rates are not contained in the said schedules, are not applicable they shall be settled by the Engineer and contractor, jointly as far as possible, before such variations are carried out, provided that the purchaser shall not become liable for the payment of any charge in respect of any such variations, unless the instruction, performance of the same shall have been given in writing by the Engineer.

In the event of Engineer requiring any variations such reasonable and proper notice shall be given to the contractor as will enable him to make his arrangements accordingly, and in case where goods or materials

have already been prepared, or any design, drawings or patterns have been made or work done that required to be altered. The Engineer shall allow such compensation in respect thereof as he shall consider reasonable.

Provided that no such variations shall except with the consent in writing of the contractor be such as will include an increase or decrease of the total price payable under the contract by more than 10 percent thereof.

In every case in which the contractor shall receive instruction from the Engineer for carrying out any work which either than or later, will in the opinion of the contractor, involve a claim for additional payment, the contractor shall as soon as reasonably 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 negligence and expedition or shall refuse or neglect to comply with any reasonable orders given to 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 a failure neglect of contravention capable of being made good within that time then and in such case if the purchaser shall think it, shall be lawful for him to take the manufacture or supply of plant wholly or in part, out of the contractor's hand and give it to another person on contract at a reasonable price and if 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 for the payment of the cost of manufacture or supply of such plant as aforesaid.
13. DEATHS/BANKRUPTCY ETC: If the contractor shall die or commit any act of bankruptcy or being a corporation commence to be wound up except for reconstruction purposes or carry on its business under a Receiver, the executors successors or other representatives in law of the estate of the contractor or any such Receiver, liquidator or any person in whom the contract may become vested shall forthwith give notice thereof in writing to the purchaser and shall for one month during which he shall take all reasonable steps 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 the 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 to 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's hands under that clause.
14. INSPECTING AND TESTING: The Engineer, and his duly authorized representatives shall have at all reasonable times access to the contractors premises, and shall have the power at all reasonable times to inspect and examine the materials 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 representatives permission 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 not 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 grounds, unless specially provided otherwise all tests shall be made at contractor's works before shipment.

The contractor shall, if required, give notice to the Engineer of any materials being ready for testing and the Engineer or his said representative. If so desired, shall on giving twenty-four hours previous notice in writing to the Contractor to 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 test which shall be deemed to have been made in Engineer's presence and he shall forthwith forward to the Engineer duly certified copies of the test in duplicate.

Test at Contractor's Premises: In all cases where the contractor provides for test, whether at the premises of the contractor or of any sub-contractor, the contractor, except where otherwise specified shall provide free of charge, such labour, material, electricity, fuel, water, stores apparatus and instruments as may 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 than those specified in the contract are required they shall be paid for by purchaser as variations under clause 11.

When the tests have been satisfactorily completed at the contractor's works, the Engineer shall issue a certificate to that effect.

Test of Site : In all cases where the contract provide for test on the site, the purchaser, except otherwise specified, shall provide 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 tests of the plant of workmanship in accordance with the contract.

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

15. **DELIVERY OF PLANT:** The plant or material shall not be forwarded until shipping dispatch instruction 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 reasonable satisfaction of the Engineer.
17. **ENGINEER'S DECISION:** In respect of all matters which are left to the decision of the Engineer, including the granting or withholding certificates the Engineer shall, if required so to do by the contractor give in 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 hereinafter contained, but subject to the right of reference to arbitration, such decision, shall be final and binding on the contractor.
18. **LIABILITY FOR ACCIDENT AND DAMAGE:** The Contractor shall be responsible for loss, damage or depreciation to goods upto delivery at site.
19. **REPLACEMENT OF DEFECTIVE PLANT OR MATERIALS :** If during the progress of manufacture of supply or

plant the Engineer shall decide and notify in writing to the contractor that the contractor has manufactured any plant or part of plant unsound or imperfect or has supplied any part 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 necessary for the purpose proceed to alter, reconstruct or remove such plant or part of plant, supply fresh materials upto the standard of the specification and in case the contractor shall fail so to do the purchaser may, on giving the contractor seven days notice in writing of his intention so to do proceed alter, reconstruct or remove such plant or part of plant or supply all such materials at the Contractor's cost, provided that nothing in this clause shall be deemed to deprive the purchaser of or affect any rights under the contract which he may otherwise have in respect of such defects or deficiencies.

20. DEDUCTION FROM CONTRACT PRICE: All costs, damages or expenses, which the purchaser may have paid for which, under the contract, the contractor is liable, may be deducted by the purchaser from any money 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's bill. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the purchaser and set off against any claim of the purchaser for the payment of a sum of money arising out of or under any other contract made by the contractor with the purchaser.
21. TERMS OF PAYMENT: Subject to any deduction which the purchaser may be authorized to make under the contract or subject to any additions or deductions provided for under clause-11, if the contractor shall on the certificate of Engineer be entitled to payment as follows :
- (a) 90% (Ninety percent) of the F.O.R. contract value of the plant along with 100% Sales / Trade 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 of the contractor's invoice giving the number and date of the railway receipt covering the dispatch of the plant from the Indian port and of the advice note giving case number and contents, together with a certificate by the contractor to the effect. that detailed in the said advice note has actually been dispatched under the said railway receipt and that the contract value of the said plant so dispatched is not less than the amount entered in the invoice.
 - (b) 10% (Ten percent) of the F. O. R. contract value on presentation of the Contractor's invoice when each commercially useable 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.
 - (c) In case, the material/equipment is dispatched by Road Transport, 100% Payment along with Sale Tax / Trade Tax and Excise duty etc. shall be made by the purchaser on receipt of material and check at site only but within one month of receipt of material/equipment.
 - (ii) If 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 affect the full commercial use of the plant, then the purchaser shall be entitled to retain such part of the installments as represents the cost of making good such minor defects, and any sum so retained shall, subject to the provisions of clause 30, become due upon such minor defects being made good.
 - (iii) 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 works and be responsible for all risks for such storage the purchaser shall pay to the contractor at a rate to be mutually agreed upon between the parties, but not exceeding Rs. 15 (fifteen) per tonne per week payable quarterly plus interest at 1 percent per annum above the current rate of the State Bank of India on 80% of the contract value of the plant or portion thereof so stored, for the period from the date on which the said plant or portion become due is ready for shipment up to the date on which it is actually shipped.
22. PROVISIONAL SUMS: In any case where the contract price includes a 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 be expended 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 thereof be used then the whole or the part not Used, as the case may be, shall be deducted from the contract price. If 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 sub-contractor, the total of the net sum paid to the sub-contractor on account of such materials or work and a sum equal to 10% of such net sum allowed as contractor's profit shall be deemed to be the sum used. None of 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 facility 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 dues of such sub-contractors on account of such materials or works, PROVIDED ALWAYS that the contractor shall have no responsibility with regard to such works or articles unless he shall have previously approved the sub-contractor and or the material or plant to be supplied.

23. Every application to the Engineer for a certificate must be accompanied by a detailed invoice (in duplicate) setting forth in the order of schedule of prices particulars of the plant supplied and the certificates 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. The Engineer may, by any certificate, make any correction or modification in any previous certificate which shall have been issued by him and payments shall be regulated and adjusted accordingly.
24. CERTIFICATE NOT TO EFFECT RIGHTS OF THE PURCHASE CONTRACTOR: No certificate of the Engineer on account, nor any sum paid on 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 on the purchaser to pay for any alteration amendments, variations or additions not ordered in writing or by the Engineer or absolve the contractor of his liability for the payment of damages whether due, ascertained or certified or not or of any sum against the payment of which he is bound to indemnify the purchaser, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise effect or prejudice the rights of the contractor against the purchaser either under this agreement or under the law.
25. SUSPENSION OF WORK: The purchaser shall pay to the contractor all reasonable expanses. Incurred by the contractor by reason of suspension of the manufacturer of plant or delay in shipment by order in writing of the purchaser or the Engineer unless such suspension or delay shall be due to some default on the part of contractor or sub-contractor.
26. EXTENSION OF TIME FOR COMPLETION : The time given to contractor for dispatch or delivery shall be reckoned from the date of receipt by contractor of the order, together with all necessary information and drawings to enable the work to be put in hand. In all cases, in which progress shall be delayed by strikes, lockouts, fire accidents, defective materials, delay in approval of drawings or any cause whatsoever beyond the reasonable control of the contractor and whether such delay or impediments shall occur before or after the time or extended time for dispatch or delivery, a reasonable extension of time shall be granted.
27. PRICE REDUCTION CLAUSE: If the contractor shall fail in the due performance of his contract within the time fixed by the contract 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 between the appointed or 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% of the contract value of such portion of plant.
28. REJECTION OF DEFECTIVE PLANT: If the completed plant or any portion there of before it is taken over

under clause 29, be found to be defective or fails to fulfil's the requirements of the contract, the Engineer shall given the Contractor notice setting forth particulars of such defects or failure and the contractor shall forthwith make the defective plant good or alter the same to make it comply with the requirements of contract. If the contractor fails to do so within a reasonable time, the purchaser may reject and replace, at the cost of the contractor, the whole or any portion of the plant, as the case may be, which is defective or fails to fulfil the requirement of the contract. Such replacement shall be carried out by the purchaser within a reasonable time and at a reasonable price and where reasonably possible to the same specification and under competitive conditions. In case of such replacement by the purchaser the contractor shall be liable to pay to the purchaser the extra cost, if any, such replacement and or erected as provided for in the original contract, such extra cost being the ascertained difference between the price paid by the purchaser, under the provision above mentioned, for such replacement and the contract price for the plant, so replaced, and also to repay any sum paid by the purchaser to the contractor, 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 be re pay to the purchaser all moneys paid by the purchaser to him in respect of such plant.

In the event of such rejection, 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 is used commercially the contractor shall be entitled to a reasonable sum as payment for such use.

29. TAKING OVER: Where the specification calls for performance test before shipment and 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 specification calls for tests on site the plant shall be taken over immediately after such tests have been satisfactorily carried out and the Engineer shall notify the contractor or 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 does not necessarily delay shipment nor effect the commercial use of 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 or 18 months from the date of receipt of equipment by the purchaser at site, whichever is earlier, called the "maintenance period". The contractor shall remain liable to replace any defective parts that may develop in plants of his own manufacture or those of his sub-contractor approved under clause 6, under conditions provided for by the contract under proper use arising, solely from faulty design, materials or workmanship; PROVIDED ALWAYS that such defective parts as are not repairable at site and are not essential in the meantime to the maintenance in commercial use of the plant, are promptly returned to the contractor's works at the expenses of the contractor unless otherwise arranged.

If it becomes necessary for the 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 part of the plant so replaced to renewed until the expiration of six months 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 contractor in respect of such defect.

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 the maintenance period the contractor's liability shall cease. In respect of goods no covered by the first paragraph of this clause the purchaser shall be entitled to the benefit of any guarantee givento 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 the contractor on the one

hand and this U.P, Rajya Vidyut Utpadan Nigam Ltd. and the Engineer of the contract or the other touching, the contract or as to the true construction, meaning and intent or any part or condition 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 anything to be done, committed 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 of alleged breach, or as to obviating 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 ad jurisdiction to the C.M.D., Uttar Pradesh Rajya

Vidyut Utpadan Nigam Ltd. or to any other person nominated by him in this behalf and his decision in writing shall be final, binding and conclusive. The submission shall be deemed to be a submission to arbitration within 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 marking 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 parties and to direct by whom and to whom and in what manner the same shall be borne and paid.

Work under the contractor shall, if reasonable, possible, continue during the arbitration proceedings and no payments due to payable by the Nigam shall be withheld on account of such proceedings.

32. CONSTRUCTION OF CONTRACT: The contract shall in all respect be construed and operate as a construction of contract as defined in the Indian Contract Act, 1872, and contract 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 or control the construction of such clause.

(DILIP KUMAR JAIN)
Superintending Engineer
MMC, HTPS, Kasimpur

----- END OF THE TENDER DOCUMENT -----