बिड संख्या/Bid Number: GEM/2026/B/81303
दिनांक /Dated: 09-10-20

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-10-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-10-2026 18:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Uttar Pradesh
विभाग का नाम/Department Name	Energy Department Uttar Pradesh
संगठन का नाम/Organisation Name	Uttar Pradesh Rajya Vidyut Utpadan Nigam Limited (uprvunl) Lucknow
कार्यालय का नाम/Office Name	Lucknow
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :hod.dt.gem@uprvunl.org Buyer Email id: abhay1.kumar@uprvunl.org
वस्तु श्रेणी /Item Category	Hiring of Consultants - Milestone/Deliverable Based - Laboratory NABL Accreditation; Contract Management, Laboratory Accreditation, Subject Matter Expert; No; Hybrid(A specified in scope of work)
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	5 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by tl buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	4 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	550000
Payment Timelines	Payments shall be made to the Seller within **45** days of issue service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India

ईएमडी राशि/EMD Amount	11580

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटे के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गय है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevan category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :
SAO
SAO, EPAD, HTPS, Kasimpur
(Sao,epad,htps, Kasimpur)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountan indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / Stat Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which wo be determined by the buyer based on its own assessment of reasonableness and based on competitive prices receiv in Bid / RA process.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over last three years i.e. the current financial year and the last three financial years(ending month of March prior to the b

opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cos or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cc

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

NABL Consultancy GeM - 1791545067.xlsx

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope Of work:1791524828.pdf

Profile of Consultants:1791531054.pdf

Hiring Of Consultants - Milestone/Deliverable Based - Laboratory NABL Accreditation; Contract Management, Laboratory Accreditation, Subject Matter Expert; No; Hybrid(As Specified In Scope Of Work) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Laboratory NABL Accreditation
Consultant's Profile	Contract Management , Laboratory Accreditation , Subject Matter Expert
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requiremer
1	Manoj Kumar Tyagi	202125,Harduaganj Thermal Power Plant	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

   OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Generic**

   Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

   Harduaganj Thermal Power Plant
   1X660MW, ETPS
   Kasimpur
   Aligarh
   Uttar pradesh
   .

3. **Forms of EMD and PBG**

   Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

   SAO, EPAD, HTPS, Kasimpur
   Account No.
   SBI A/c 11264105069
   IFSC Code
   SBIN00001364
   Bank Name
   State Bank of India
   Branch address
   SBI Kasimpur Aligarh
   .
   Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

4. **Generic**

   Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

5. **Certificates**

   Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   PRE QUALIFYING CONDITIONS OF THE TENDER (PQC):-

   (" Consultancy Services for obtaining accreditation by NABL for Coal and Biomass Testing Lab in 1 660MW, ETPS as per ISO/IEC 17025:2017)

Sl. No.	Description

	PART-A
1.	**Tender Cost:- NIL**
2	**EARNEST MONEY:-** Tenderer / Bidder shall have to deposit the requisite amount of Earnest Money i.e. Rs.11580.00 (Rupees Eleve housand Five hundred Eighty Only) in HTPS-Kasimpur account (SBI Account No. 11264105069, IFSC code- SBIN0001364) through RTGS / NEFT / BANK GUARANTEE only (B.G. can only be submitted if the Earnest Money amount is Rs. 5,000.00 or more). a.In case EMD is submitted through RTGS/NEFT, the bidder must upload details filled in prescribed format in **A nexure-I** in Part-I. b.In case EMD is submitted in the form of Bank Guarantee, the bidder must upload Bank Guarantee issued by OMMERCIAL SCHEDULED BANK in prescribed format in Annexure-I along with copy of CONFIRMATION MAIL iss d by bank (B.G. shall be valid for six months from the date of opening of tender). Original copy of Bank Guarantee must submitted in hard copy to concern circle, failing which legal action will be taken against the firm and action fo lacklisting shall be initiated. The Bank Guarantee to be issued by the Issuing Bank on behalf of Bidder/Contractor/ Supplier in favor of SAO, PAD, HTPS, Kasimpur shall be in paper form as well as issued under the Structured Financial Messaging Syste SFMS). The Details of beneficiary for issued of BG under SFMS platform is furnished below: - SBI A/c 1126410 9, SBIN00001364 Note: - **No Offline submission of Earnest Money in form of DD/BC will be accepted. Bid Documents ll not be considered without submission of Earnest Money.** Earnest Money is to be transferred from the BIDDER/ CONTRACTOR’s account only. Exemption from submissio of earnest money shall not be allowed in any case.

3	Copy of L.O.I/ Agreement of similar work directly placed on the participating firms executed in Laboratory of C l Based thermal power units/Testing labs of UPRVUNL/ NTPC/SEBS/IPPS to be considered as proof regarding ex rience of having successfully completed similar works during last Five years (05years) from the date of public on of tender on Tender Portal website satisfying either of following:- I. *Three similar completed works* costing not less than the amount equal to 40% of the estimated cost. OR II. *Two similar completed works* costing not less than the amount equal to 50% of the estimated cost. OR III. *One similar completed work* costing not less than the amount equal to 80% of the estimated cost. *Similar work is defined as below: -* "Similar works means successful execution of "**Consultancy Services for obtaining accreditation by NAl for Coal / Biomass Testing Lab as per ISO/IEC 17025:2017"**
4	**FINANCIAL TURNOVER: -** Average annual financial turnover during the last 3 years ending March of the pre us financial year, should be at least 30% of the estimated cost of the tender. In support latest financial turnov certificates/audited balance sheet of last 3 financial years certified by practicing registered C.A. (with UDIN) n t be uploaded**. Annexure-X**
5	**PROOF FOR PROPERIETERSHIP/PARTNERSHIP/COMPANY:-** Firm has to submit a copy of Proprietorship c d or Partnership deed (in case tenderer is a partnership firm) OR in case of limited company, a copy of Memor dum of Association / registration certificate or Certificate of Incorporation issued by Registrar of Companies ha to be submitted.
	PART-B
1	**Affidavit for validity of Offer:-** Notarized Affidavit on a non-judicial stamp paper of Rs. 100/- plus revenue s mp of Rs. 1.00 or as applicable from time to time regarding validity of offer on prescribed format in *Annexure* must be uploaded. Original copy of Notarized Affidavit on non-judicial stamp paper of Rs. 100/- plus revenue s mp of Rs. 1.00 must be submitted in hard copy to concern circle.
2	**Acceptance of Terms and Conditions of Tender:-** "Terms and Conditions including Commercial Terms & her Conditions" mentioned in this tender document, duly stamped, and signed as token of Acceptance must b uploaded.

3	**LABOUR LICENSE:-** Copy of valid Labour License/Registration certificate issued by D.L.C., Aligarh, for work in Harduaganj Therma ower Station, Kasimpur must be uploaded. OR In case uploaded Labour license is issued by any other DLC/DLC, Aligarh valid for work other than Harduaganj hermal Power Station, Kasimpur, Aligarh then the firm shall upload the Notarized affidavit on prescribed form n **Annexure-IV** on non-judicial stamp paper of Rs- 10/- and shall comply with the same, in case LOI is issued his favour. OR Contractor should submit & upload following affidavit on Notorized Non-Judicial Stamp Paper of Rs. 10/- (must e attested by notary): - ßesjh QeZ ipkl ¼50½ ;k blls vf/kd deZdkjksa dks fu;ksftr ugha djrk gS ,oa iwoZrhZ ckjg eklksa esa fdlh Hkh fn pkl ¼50½ ;k blls vf/kd deZdkjksa dks esjh QeZ }kjk fu;ksftr ugha fd;k x;k FkkA Hkfo'; esa ;fn esjh QeZ }kjk ipk ¼50½ ;k blls vf/kd deZdkjksa dks fu;ksftr fd;k tkrk gS rks 01 ekg esa esjh QeZ }kjk mi Je vk;qDr vyhx<+ ls vk ;d ykblasl izkIr dj tek fd;k tk,xk] ftleas vlQy gksus dh n"kk eas esjh QeZ ds fo:)naM@vuqca/k fujLr dju s lfgr vU dlh Hkh dk;Zokgh ds fy, m0iz0jk0fo0m0fu0fy0 Lor=a gksxkAß Note: - Original copy of affidavit on non-judicial stamp paper must be submitted.
4	**G.S.T. REGISTRATION:-** Firm must upload Form GST REG-06 Registration Certificate issued under Central Goods and Services Tax Act 0 and GSTR-3B. Note: - 1. GST shall be paid extra, as applicable at the time of execution of work. 2. Only basic rates should be filled in B.O.Q.
5	**PAN CARD:-** Firm must upload Photocopy of PAN Card of the firm or proprietor (in case of single proprietary firm- PAN Card the proprietor and in case of a partnership firm or a company – PAN Card of the firm) along with ITR of last thr financial years.
6	**EMPLOYEE'S PROVIDENT FUND REGISTRATION: -** Copy of Employee's Provident Fund Registration Code no. issued by EPFO office. Deposit slip/ Return file of EP of labours in favour of their labours for latest financial year with latest slip must be uploaded.
7	**Employee State Insurance Corporation:-** Firm must upload Proof regarding ESI Registration Certificate of from establishment under ESI Head 1948 m t be uploaded. OR The firm shall submit the following undertaking on non-judicial stamp paper of Rs. 10/- and shall comply wit he same in case the LOI is issued in his favour "*We shall submit ESI Registration Certificate from establishm t under ESI Head- 1948 within 03 months from the date of LOI failing which LOI issued may be cancelled an ny penalty imposed by UPRVUNL shall be acceptable*"

8	**GROUP INSURANCE: -** Firm must upload Proof regarding valid Group Insurance policy of labors of minimu Rs. 10.00 Lac. OR If the contractor does not have Group Insurance (not less than Rs. 10.00 Lacs) of the engaged labour/staff f Harduaganj TPS, he shall submit the following undertaking on non-judicial stamp paper of Rs. 10/- and shall mply with the same, in case LOI is issued in his favor: *"I/We shall submit the group insurance of labours which covers accidental compensation of Rs.* *10.00 Lac within 01 week of issue of LOI otherwise Nigam is free to withhold my/our running bill and any pe ty/action taken by Nigam is accepted to me/us. (Annexure-V)"* Note: - Original copy of affidavit on non-judicial stamp paper must be submitted in hard copy to concern cir . Proof regarding valid Group Insurance policy must be uploaded.
	CHARACTER CERTIFICATE: - Copy of Character Certificate of Proprietor/ partner of the firm participating in the tender issued by District hority must be uploaded. OR In case Proprietor/partner of the firm have applied for issue/renewal of Character Certificates, Notarized affi vit on Rs. 100/- non-judicial stamp as per prescribed format in **Annexure-VI** must be uploaded. Note: Not applicable in case of Public limited/Private Limited Compan y) Original copy of Notarized affidavit on non-judicial stamp paper must be submitted in hard copy to concern cle.
10	**AUTHORITY LETTER: -** In case tender has been filled by person other than Proprietor/partner, original copy of authority letter ment ning tender number must be uploaded and submitted in hard copy to concern circle.
11	**NO DUES CERTIFICATE OF ECMD-I & EMD-III DIVISION HTPS: -** Declaration regarding allotment of house as per format in **Annexure-VII** must be uploaded. Further if hous s allotted, latest no dues certificate regarding house rent and electricity charges from ECMD-I & EMD-III Div on of HTPS, Kasimpur not older than six months from the date of publication of tender must be uploaded.(**N applicable to the firm working Outside the HTPS Colony premises)**
12	**DECLARATION FOR MINIMUM WAGES AND NO RELATIVE:-** Declaration Notarized affidavit on Non judicial stamp paper of Rs-10/- as per prescribed format in **Annexure-VIII** for minimum wages and no relative in UPRVUNL certificate must be uploaded.
13	**ADDRESS PROOF: -** The bidder shall furnish Name, Works Address, E-Mail ID, registered office address of the firm along with Mo e Number and E-mail ID of the authorized person who may be contracted for clarification, if any, required d ng process of tender must be uploaded in prescribed format in **Annexure-IX.**

14	**Declaration of bidder against Blacklisting: -** Self-Declaration on Notarized Non-Judicial Stamp Paper of Rs 10/- that Bidder has not been blacklisted / wor warded to the bidder has not been terminated by SEBs / State GENCO / UPRVUNL / NTPC / PSU's / Govt. Sec / Independent Power Producers (IPP) must be uploaded. **Annexture-X.** Note: - Original copy of declaration on Notarized Non-Judicial Stamp Paper of Rs 10/- must be submitted in h d copy to the office of Superintending Engineer, O&MC-I, ETPS, HTPS, Kasimpur. Original copy of declaration on non-judicial stamp paper must be submitted in hard copy to concern circle.

NOTE:-

a) Tender Technical Evaluation will be done only on the basis of documents uploaded by the tenderer GeM Tender portal.

b) Above pre-Qualifying Conditions related documents are to be uploaded with Tender Part-I (Technical Part nd requisite documents (i.e. Affidavits, Declarations on Notarized Stamp paper and Authority Letter) must be bmitted in Original Hard copies to the concerned Circle,)

c) Offers of those bidders whose past agreements/orders have been prematurely terminated on account of n-performance shall not be considered.

d) Power of Attorney/Authority letter:- Firm must submit power of attorney/authority letter in favor of the p on filling /signing the tender documents.

e) The PQC of tender has two parts namely Part-A and Part-B which consists of the following-.

PART-A - This Part contains requisite Tender Cost, Earnest Money, Experience, Financial Turnover and PARTNE SHIP / COMPANY registration of firm. The tenderer must upload all the documents of PQC (Part-I). If the tender fails to upload any document of Part-A, Price bid (Part-II) of the bidder shall liable be rejected and no correspo ence shall be made. No clarification/short documents shall be entertained.

PART-B- The tenderer must upload all the documents of PQC (PART-B), however, clarification/short documer Part-B of PQC may be asked through Tender portal only and bidder has to upload he same through drop box p vided for "Short fall Documents/Seek clarification" in portal within stipulated time (shall be informed after op ng of Part-I), failing which Price bid (Part-II) of the bidder shall not be opened in any case.

After opening of Part-I of the tender, no new documents shall be entertained i.e. the shortfall information / d ments should be sought only in case of historical documents which pre-existed at the time of the tender open and which have not undergone change since then. These should be called only on the basis of the recommen ion of Tendering authority.

Superintending Engineer Operation & Maintenance Circle-I

ETPS, HTPS, Kasimpur, Aligarh

COMMERCIAL TERMS AND CONDITIONS

1. **QUOTED PRICE:-** Price quoted shall remain FIRM till execution of contract.

2 . **PAYMENT:-** a) Payment shall be released against bill for the work done submitted by contractor on basis of agreement after necessary deduction of Income Tax at notified rate plus surcharge, if any, security, p alty (if any), levies (if any) etc. However, the payments shall be released within a reasonable time under rules submission of bill by the contractor. But the delay in releasing the payment to the contractor shall not form a basis for delay in salary payment to the labour by the contractor. No interest shall be payable on delayed pa ent to the contractor. Contractor shall also provide their account no. to the division at the time of issuing LOI d copy of same to the account division.

b) EOC must ensure that the contractor has submitted all documents/certificates mentioned in PQC for undert ng/affidavit was submitted at the time/ before submitting First Bill.

3. **GST:** GST shall be paid extra, if required, separately and it should be mentioned separately in the Part-I o rwise it will consider that GST is inclusive in the offered rate.

4. As per section 171 of GST Act- 2017 any reduction in rate of tax on any supply of goods or services or the nefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices. Hen supplier/manufacture to ensure to pass the benefit of reduced prices to UPRVUNL. Further price quoted by su ier/manufacture is subject to scrutiny under above section.

5. Firm shall submit Latest copy of GST REG-06/GSTR-3B, Income Tax Return (As applicable as per Govt. rules Deposit slip/return file of EPF of labors, form 23 in connection with EPF deduction in favor of their labor for lat financial year with latest payment receipt. Payment slips of ESIC Challan are to be submitted in the concerne rcle by the Tenderer / Bidder. Failing which bills may be withheld, legal action may be taken against the firm a action for blacklisting may be initiated.

6. **INCOME TAX:** It will be deducted as per rules at the applicable rate.

7. **SECURITY DEPOSIT:** Upon acceptance of tender, the successful bidder has to deposit 5% of contract valu s security Deposit in any of the following ways failing which their bills shall be withheld -

a)Firm shall deposit such an additional sum which together with earnest money already deposited at the time submission of tender will amount to 5% of the value of the contract through FDR OR in the form of Bank Guar ee (if the amount exceeds Rs. 5000.00) of any scheduled Bank to form the initial security deposit. Balance 5% security shall be deducted from the running bills of the contractor.

OR

b) Firm shall deposit such additional sum which together with earnest money already deposited at the time of bmission of tender will amount to 5% of the value of the contract through FDR OR in the form of Bank Guaran (if the amount exceeds Rs. 5000.00) of any scheduled Bank to form the total amount of security deposit.

OR

c)Firm shall deposit whole amount of Security Deposit as 5% of Contract value.

OR

d)The earnest money deposited by the successful contractor against the tender shall be converted into secur deposit towards initial security money and the balance amount of security deposit left, after adjustment of Ea st Money into security deposit, shall be deducted from bill at the rate of 5% of the value of work.

e)If Tenderer does not deposit any amount towards initial amount for security, security deposit shall be dedu d from each bill at the rate of 5% of the value of work.

[Note- No interest shall be payable by UPRVUNL on Security Deposit or any money due to the BIDDER from U VUNL.] [The Engineer of contract has the right to ask the contractor to follow any of the above modes of secu deposit for which the contractor cannot ask the reason whatsoever it maybe].

8. **SECURITY MONEY RELEASED: -** The security money shall be released after 06 (Six) months after the suc sful completion of work but if the contractor fails to perform the work successfully or discontinues the work be e completion of the period or the agreement work is discontinued by the department due to poor performanc he security money shall be forfeited.

9. **PENALTY & DEDUCTIONS: -**

a. In case the contractor does not turn up to complete work / job within stipulated time limit, the same may b ot done by some other external agency / agencies on debit able basis. The expenditure incurred on this debit e work along with 20% supervision charges shall be charged on the concerned LOI/ Agreement or recovered m his pending bills/ security / earnest money etc. as the case may be.

b. In case of contractor fails to finish the work in time as per LOI / Work indent or in satisfactory manner a per y @ 1% per week subjected to maximum 10% of total value of work shall be imposed and shall be recovered m his bills. The time for the completion of each work shall be mentioned in the LOI / work indent.

c. If the work is found unsatisfactory, a penalty @ 10% of the quoted value for that item or as per the decisior Engineer of Contract will be deducted from the bill of the contractor.

d. After completion of each work/job, all the scrap & other waste material will be removed by the contractor & ifted/dumped to scrap yard of HTPS, failing which 5% of respective job amount will be deducted from the run g bills of contractor as penalty and contractor will be fully responsible for that.

SPECIAL TERMS AND CONDITIONS

1. Contract Period- Contract period for this work shall be 01 year which shall be reckoned from the dat
f start of work. But under compelling and unavoidable circumstances it can be extended for a period of three
nths only to work at the same rate. If the contractor fails to work up to the entire satisfaction of the Engineer
ontract, the agreement can be terminated any time without giving any notice.

2. For all jobs, the firm shall maintain a record of daily routine work The details of all work done and attended
the firm shall be recorded in the Register in the prescribed format daily. This Register, duly signed by autho
ed representative of firm, must be put up daily to JE/AE concerned of the Division and as and when asked by
her authority. Based on work recorded in the above Register DPR shall be prepared by JE/AE of Division for me
urement/ payment purpose. The format of Register shall be provided by competent authority at the start of w
.

4. The quantity of any item can be increased or decreased to any extent as per the requirement of work.

5. Contractor has to abide by the safety rules/regulations completely and necessary safety equipments **(Such
s Safety helmet, Safety shoes, safety goggles, safety gloves, Safety Belts etc)** with first aid box etc
ve to be provided to their staff by the contractor to avoid any accidents at the site. Contractor will be fully res
nsible for the safety of their staff. **UPRVUNL shall not be responsible for any claim to the staff of con
ctors due to not adopting safety rules.**

6. The work should be done within the minimum possible time & for this sufficient & well-experienced staff sh
d be deputed. If the Engineer of the contract is not satisfied with the quality or progress of the work, the contr
can be terminated, or debit able agency may be deployed.

7. The contractor shall depute authorized representative. The representative shall represent the contractor in
s absence and all directions given to him shall be binding as if given to the contractor. In no case, the authoriz
representative can refuse to receive the instructions.

8. The decision of Executive Engineer, **OG&ChD.,1X660 MW, ETPS, HTPS, Kasimpur, Aligarh** regarding
y defect or bad workmanship, the contractor shall be final and binding and the same shall have to be remove
y the contractor without any extra charges.

9. The Letter of intent (LOI) will be placed to the successful bidder after the finalization of the contract.

10. The contractor will have to get the biodata of all the people whom he intends to employ in the job, appro
from the concerned Engineer-in-charge of the job / eqpt., before they are put on the job. The contractor must
ve proven skilled staffs who have already worked on similar jobs; they should produce the proof of their expe
nce, competence. The period for which these categories of people have been working with the firm and their
erience on similar jobs should be indicated. At any point of time, if any of the manpower is found lacking in
mpetence or interest he will be immediately withdrawn and should be replaced by a competent person as ac
table to the Engineer-in-charge within 24 hrs.

11. The behavior of the contractor or his workers should be good with Nigam officer/staff. For any misbehavio
f the contractor's workers, the contractor must remove that worker from the site at once and the loss due to
behavior incurred, if any must be recovered from the contractor's bills. For the misbehavior of the contractor
e engineer of contract reserves the full right to cancel the agreement at once without giving any notice to him

12. UPRVUNL reserves the right to award a parallel contract without giving any notice to the contractor or to
minate this contract at any time if the services are found to be unsatisfactory and UPRVUNL reserves the righ
get the incomplete job done by employing other sources and such work will be done at the risk and cost of th
ontractor to compensate for delay.

13. No subletting of the contract shall be allowed. However, if any subletting is done, it shall be with prior ap
val of UPRVUNL.

14.Contractor must deposit P.F. amount **(if Applicable)** deducted monthly from workers wages within 15 da
n workers P.F. Account copy of the same may be produced at the time of next R.A. bill.

15. It is a contractor's responsibility to abide all rules & regulations of contract labour abolition & regulation A
along with factory act.

16. All Terms and Conditions of the existing LOI must be incorporated in the New Agreement.

17. Successful bidder must furnish all the documents mentioned in PART-B of PQC before signing the contra
fter issue of LOI.

18. Bid evaluation shall be made on overall L-1 basis of all the items including tools, consumable under the s

e of the work.

19. SPARE PARTS:- Material/Spare parts/Components/Consumables which are not included in the scope of cor ctor, if required to be used/replaced during maintenance/repair works, shall be provided by the division accor g to the scope of works.

20. ELECTRICITY: The electric power will be supplied by the department free of cost at one point inside the pc rhouse.

21.TRANSPORTATION: The contractor has to make his own arrangement for the Handling, transportation requ d for the above-mentioned various work The cost incurred in above transportation works shall be borne by th rm.

22. All the Man power, are to be arranged by the Contractor at his own cost.

23. All the works shall be started after obtaining the work permit from UPRVUNL authorities (EE/AE/JE).

24. INSPECTION OF WORK: Time to time inspection will be done by the Nigam representative/Engineer of cor ct if work is not found up to the mark, the same must be done again without any extra cost. A separate recor duplicate shall be maintained by the contractor for the works being carried out by him. He will also obtain the nature of the authorized representative of Nigam, issuing the instructions to carry out the different works. Fin , the record will be submitted along with the running bill for record in the office of the undersigned, the registe hall also be signed by the contractor.However the working priorities will be intimated by the Engineer of conta separately.

25. Sufficient manpower- In case of emergency/Depending upon the volume of work, adequate manpower sh have to be deployed on the job to complete the job within defined time of job as per directives of site enginee ngineer of contract.

26.The contractor shall not claim any compensation of the scope of the work, due to changes in design which rtail quantum.

27. The decision of the Executive Engineer of the division regarding any defect or bad workmanship shall be f l and binding the contractor and the same shall have to be rectified by the contractor without any extra charg

28. No levy or payment or charge made or imposed shall be impeached by reason of any clerical error or by r on of any mistake in the amount levied or demanded or charged.

29. The details drawings, specifications, instructions manual, if any available with the UPRVUNL Engineer will m part of tender specification. These documents will be made available for reference only to the contactor du g execution of work.

30. Any error or ambiguity be discovered in the specification or information, the contractors shall be forthwith nging the same to the notice of UPRVUNL before commencement of work. UPRVUNL's interpretation in such c s shall be final and binding on the contractor.

31. No overrun charges shall be paid in the event of the completion period being extended for any reason wh oever.

32. Variation: -

a. Quantity Variation: Quantity of each job may vary up to any extent within value of the agreement/LOI.

b. Cost Variation: Contract value may vary i.e. ± 10% as per site requirement and further variation, if any, th may be done after mutual agreement made between contractor & UPRVUNL.

33. MOBILIZATION FOR WORK:-

a. All documentary requirements for timely issue of gate pass to the manpower/vehicles engaged for executio f the work shall be the sole responsibility of the contractor. The contractor shall have to ensure that the vehic ehicles engaged by him has/have valid paper regarding registration, insurance etc.

b. In case of any emergency the contractor must work on the other place (not specially mentioned/covered ir e scope of work) without any extra charges.

34. The contractor shall deputehis authorized representative. The representative shall represent the contract n his absence and all directions given to him shall be binding as if given to the contractor. In no case, the auth zed representative can refuse to receive the instructions, from A.E maintenance/JE maintenance or Engineer

ontract. Contractor must intimate his supervisor numbers to EE/AE/JE.

35. After the finalization of biennial contract of Mechanical works of 1X660MW, HTPS, the LOI against this ter r will be terminated/ short closed from the date of start of work against biennial contract, without any reason ed on 5 days' notice which will be the binding to contractor.

GENERAL TERMS & CONDITIONS

1. Contractor shall be fully responsible for any wrong operation carried out by their manpower/staff & shall be nelized as decided by UPRVUNL and due to above wrong operation if any of HTPS-plant-equipment/auxiliaries damaged, the cost of that equipment / auxiliaries will be recovered from the contractor bills.

2. DURATION OF CONTRACT: - The agreement/contract for the above-mentioned works will be executed initial or one year and can be enhanced further as per requirement on the same rates, terms & conditions. For unsa actory work, the agreement can be terminated after giving a notice of one week. In case of termination of ag ment, the earnest money and security money initially deposited may be forfeited.

3. SUB-LETTING OF THE CONTRACT: The contractor shall not, without the consent in writing of the Engineer, w h shall not be unreasonable withheld, assign or sublet his contract, or any substantial part thereof, other than raw material, for minor details, or for any part of the work of which the makers are named in contract, provide hat any such consent shall not relieve the contractor from any obligation, duty or responsibility under the cor ct.

4. **PAYMENT**: Payment shall be released against the bill for the work done submitted by contractor based on reement after necessary deduction of Income Tax at notified rate plus surcharge (if any), security, penalty (if y), levies (if any) etc. However, the payments shall be released within a reasonable time under rules on subm on of the running bill by the contractor. But the delay in releasing the payment to the contractor shall not forr ny basis for delayed salary payment to the labour by the contractor. No interest shall be payable on delayed yment to the contractor. Contractor shall also provide their account number to the division at the time of issu LOI and copy of same to the account division.

5. **G.S.T.:** GST shall be paid extra but the contractor/bidder must mention in the offer (Part- I) otherwise it wi e considered that G.S.T is inclusive in the offered rates.

6. As per section 171 of GST Act- 2017 any reduction in rate of tax on any supply of goods or se ces or the benefit of input tax credit shall be passed on to the recipient by way of commensurate duction in prices. Hence, supplier/manufacture to ensure to pass the benefit of reduced prices to PRVUNL. Further price quoted by supplier/manufacture is subject to scrutiny under above section

7. Latest copy of GSTR-3B, Income Tax Return (As applicable as per Govt. rules), and Deposit slip/return file EPF of labours, form 23 in connection with EPF deduction in favour of their labour. For the latest financial year th the latest payment receipt. Payment slips of ESIC Challan are to be submitted in the concerned circle by th enderer / Bidder. Failing which bills may be withheld, legal action may be taken against the firm and action fo lacklisting may be initiated.

8.**INCOME TAX:** Income tax plus surcharge and Education cess or any other Levis as applicable thereon shall deducted as per rates applicable.

9. **SECURITY DEPOSIT:** The successful bidder have to deposit the security amount to 10% of the value of th ontract in the form of BG of scheduled bank / DAC / FCR / CDR in favour of Senior Account Officer, CFA&BO, H , Kasimpur, within the 02 weeks from the date of issue of LOI. However, the earnest money will be adjusted ir the security deposit. Security shall be refunded after 30 days of faithful execution of the contract. No claim fo terest on security shall be entertained.

10.**TIME OF COMPLETION:** The agreement for the above works will be executed for **One year.**

11. **NON-COMPLETION OF WORK:**

a) If found that work is not progressing satisfactorily or is not likely to be completed within the stipulated time ecause of failure of the contractor, in case of any irregularity on the part of the contractor; the Nigam may im e the penalty as specified and or forfeit security deposit at specific amount as penalty. The UPRVUNL manage nt/Engineer of Contract shall have the right to terminate the contract after a notice of one week in writing and reward the work to any other agency at the risk and cost of contractor.

b) On cancellation of the contract in full or in part, the Engineer of Contract shall determine what amount, if a is recoverable from the contractor for completion of works or part of the works. In determining such amount, dit may be given to the contractor for the value of the work executed by him up to the cancellation.

c) Any excess expenditure incurred or to be incurred by the Nigam for completion of the work or part of the w
s, excess loss or damages suffered or may be suffered by the Nigam as aforesaid after allowing such credit; s
be recovered from any money due to the contractor on any account and if such money is not sufficient, the co
actor shall be called upon in writing to pay the same within 30 days.

d)The Engineer in charge of Contact shall on such cancellation have right to get the incomplete work carried c
by any means on the risk & cost of the contractor.

12. **ENGINEER OF CONTRACT:** EE,OG&ChD,E'TPS,HTPS, Kasimpur will be Engineer **of** the contract for execu
n, time frame, quality and bill verification,

13. **ENGINEER'S DECISION:** To prevent disputes and litigation it shall be accepted as inseparable part of the
ntract that in matters regarding material, workmanship, renewal of improper work, interpretation of contract
wings and contract specifications, made of procedure and the carrying out of the work; the decision of the En
er in charge of Contract shall be final and binding on the contractor and in any technical question which may a
e during the contract, the Engineer of Contract' s decision shall be final and conclusive.

14.**ENGINEER-IN -CHARGE :**(a) The Engineer-in -Charge shall have general supervision of the work. The wor
hall have to be started by the contractor as per the instruction of Engineer-in -Charge or his authorized repres
tative at any time on working day, on holiday or after office hours, shall be confirmed by postdated indent. Th
ndent will indicate the date / time of start of work, details of work and scheduled time of completion of work a
er contract. The time allowed for a work mentioned in the indent will be addition of time of all the jobs/ activit
as per contract. The Engineer-in-Charge may reduce the total cumulative time of various activities, keeping in
ew of emergencies to bring back the equipment in time. The total time allowed by the Engineer -in -Charge wi
e final & binding to the contractor. He has authority to stop the work whenever such stoppage is necessary to
sure the proper execution of the contract. He shall also have authority to reject all works or part thereof and g
necessary direction to carry out work again to his satisfaction. No claim whatsoever on this account will be e
rtained.

(b)The decision of Engineer-in -Charge shall be final in regard to all matters relating to this contract.

(c)In case the contractor fails to do the extra / substituted work, Engineer-in-Charge will have the right to get
work done through another agency at the risk & cost of the contractor.

15.**AWARD OF CONTRACT:** The purchaser does not pledge to accept the lowest or any tender and reserves
right to accept the whole or any part of any tender as he may think fit without assigning any reason thereof, N
ender should be deemed to have been accepted unless such acceptance is notified in writing to the tenderer
the purchaser.

16.**SECURITY MONEY RELEASED** : The security money shall be released after **06(Six) months** of the comp
on period of the agreement but if the contractor fails to perform the work successfully or discontinues the wor
efore completion of the period or the agreement work is discontinued by the department due to poor perform
e; the security money shall be forfeited.

17.**T&P AND CONSUMABLES:** All the T&P and Consumables for doing the works required for the completion
job shall be arranged by the contractor without any extra charge payable by the Nigam. Only electricity & wat
shall be provided by the Nigam free of cost.

18.**SPARES PARTS:** All the parts required for the work shall be supplied by the department free of cost.

19. **ELECTRICITY:** The electric power for the welding machine and for the arrangement of supply point for lig
t the place of work will be supplied by the department free of cost at one point inside the powerhouse.

19. TRANSPORTATION:-

(a) Material Transportation:-

(i) The contractor shall make his own arrangement for any transportation if required. The contractor shall als
arry out the work of loading/ unloading of material being sent for repairs or received after repair to/ from outs
of HTPS, if required.

(b) Manpower Transportation:- The contractor shall make his own arrangement for making available his
sonnel, at site of work at any time as per the requirement of job.

20.**DURATION OF WORK:** The duration of each work/job will be intimated while issuing the work/job indents
d work/job must be completed within the specified period as desired by AE/JE/ Engineer of contract.

22. PROCEDURE OF DOING WORK: Instructions to carry out the work based on agreement will be issued

the engineer in charge of contract. The work shall have to be started by the contractor as per the instruction o ngineer-in -Charge or his authorized representative at any time. The total time allowed by the Engineer -in -C ge will be final & binding to the contractor He has authority to stop the work whenever such stoppage is nece ry to ensure the proper execution of the contract. He shall also have authority to reject all works or part there and give necessary direction to carry out work again to his satisfaction. No claim whatsoever on this account l be entertained. In case the contractor fails to do the extra / substituted work, Engineer-in-Charge will have t right to get the work done through another agency at the risk & cost of the contractor.

23 SUBMISSION OF BILLS: The contractor shall submit all running and final bills in triplicate in the forms a oved by the Engineer of Contract/Nigam supported with the manpower payment wage sheet of the said perio the work of the bill. No bill without the paid wage sheet for the subsequent period of work will be accepted fo e payment. Final bill shall be submitted by the contractor after completion of contract period/expiry of job in e contract is terminated earlier due to any reason whatsoever. The contractor has to ensure bonus payment, deductions etc. in respect of their manpower engaged to carry out the work timely and in line with the prevail labour laws. The final bill of the firm shall be processed only when the contractor submits the documentary ev nce to this effect.

24. Responsible persons shall have to be deputed by the contractor at the site, who will receive the instructio for the work execution from A.E maintenance/JE maintenance or Engineer of Contract.

All the safety rules and regulations shall be followed by the contractor at his own cost during the executi of work or agreement to avoid any miss-happening, accident, fire etc.

Contractor has to prepare himself to start work, may have to work continuously for the smooth running he equipment/plant as per site requirement.

The work shall have to be attended within minimum possible time.

In case of emergency, adequate manpower shall have to be deployed on the job to complete the job witl minimum possible time.

The contractor will have no right to claim idle labour charges in case of no works assigned to him.

25. INSPECTION OF WORK: Time-to-time inspection will be done by the Nigam representative / Engineer Contract if work is not found up to the mark, the same has to be done again without any extra cost. A separa nstruction and work register in duplicate shall be maintained by the contractor for the work being carried out him. He will also obtain the signature of the authorized representative of Nigam, issuing the instructions to ca out the different works. Finally, the register will be submitted along with the running bill for records in the offi of the Engineer of Contract. The register shall also be signed by the contractor. The works which are not of re ar nature one indent will be given by AE concerned to carry out such works. However, the working priorities w be initiated by the Engineer in charge of Contact separately. Details of the work carried out by the contractor be maintained in his own register and will be checked by concerned JE/AE of the division during execution of w k and after work these registers will be the property of Nigam.

26. Penalty & Deduction:

The contractor has to start the works within stipulated time of given instruction in writing to the contrac In case if the contractor does not start the work or the work is found to be unsatisfactory a penalty @ 30% of t job rate shall be imposed in addition to and no payment for that job shall be made.

In case the contractor does not turn-up to take up the work on verbal/written instructions of Nigam office the said work will be got carried out through some other agency on debit able basis, and the cost of expenditu so incurred along with 20% extra charges will be recovered from the contractor's pending bills in Nigam or by her means.

Penalty for non-availability of Minimum Number of Manpower required will be imposed @ Rs. 1200.00 fo killed.

27. **OBSERVANCE OF LABOUR LAWS AND CONTRACTORS LIABILITY:**

a) The contractor shall comply with the provisions of all labour laws applicable in particular comply with pro on of the contract (Regulation & Abolition Act, Minimum Wages Act. Workman's Compensation Act etc.). He sh also comply with the provisions and revision made thereof of The Factory.

b) Act/Rules, the Contract Labour Act, the EPF Act/Rules. The' contractor must prepare all required statement egisters etc. and keep record of them as per provisions made in the related Act/Rules and shall be bound to p uce whenever demanded so.

c) The contractor shall at all time indemnify the HTPS against all claims, damages or compensation under the ovisions of payment of wages act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Work n's Compensation Act, 1923, Industrial Dispute Act, 1946 & the Maternity Benefit Act, 1961 or any modificatic herein or any other law relating thereto & rules made there under from time to time or as a consequence of a accident or injury to any of his labour.

d) The contractor shall prove to Engineer of contract from time to time that contractor has taken out all the in ance policies related to his labour & have paid the necessary premiums for keeping the policies alive.

e) The contractor shall be fully responsible and bound to comply with the provision of the labour laws in force the state of Uttar Pradesh or any amendment there of which may be passed time to time by the Competent A hority.

f) The contractor must pay wages to his labour at a rate not less than the rates prescribed/revised time to tim s per UP Govt. UPRVUNL rules and photocopy of payment sheet shall be submitted latest by 07th of the subse ent month without which contractors bill for payment shall not be processed. The contractor shall keep attenc ce and leave record on prescribed Form No. 12 & 14 and shall produce monthly along with running bill.

g) The contractor must maintain attendance of his laborers as per provision of factory rules. The contractor wi lso be required to submit photocopy of payment sheet of each month of the subsequent month along with pr of deposition of EPF contribution failing which his bill for subsequent month may not be processed and payme may not be released and if this condition persist for consecutive two months, then action as deemed fit again he contractor shall be initiated which also include termination of the contract.

h) If any liability at any stage is created due to non-compliance of above Acts/Rules, then it will recovered fr contractor's pending bill or security lying in this division or any other division of HTPS or at any project of UPR NL and/or by the other legal means.

i) If labour is engaged by the contractor on National Holiday, the wages for the same day shall be paid by the ntractor as applicable.

28. **SAFETY RULES:** Contractor shall have to comply with all the provisions of safety rules. A penalty of Rs.1(/- per day per head shall be imposed, if the workers of contractor are found to be working carelessly and /or ir olation of use of proper protection equipment. Against violation of any other clause, penalty of Rs.2000/- per ation (minimum) shall be levied. In case of repeated violation of very serious nature resulting in any serious a dent or direct losses to the corporation/ threatens to cause severe consequences, higher penalty rate may be posed including suspension/termination of the contract. The contractor will have to submit the following unde kings: -

“I/we have gone through all the terms & conditions on safety regulations and undertake to strictly enforce the me during the execution of this work including mobilization period, if any. In case of violation of their terms &(ditions, the UPRVUNL is free to take action as deemed fit.

The liability of the injured person shall be borne by the contractor who has got issued the gate pass, whether ident is occurred at any other site of the plant, the responsibility shall remain with the original contractor unti e gate pass is cancelled.”

29. COMPENSATION:-

(i) For any accident of the contractor’s labour, contractor has to pay compensation to the labour as per fact act/Labour act/as per workmen’s compensation act. Department/Nigam will not be responsible for any such p ment whatsoever.

(ii) lafonkdkj }kjk fu;ksftr fd;s tkus okys lafonk dfeZ;ksa dh ?kkrd nq?kZVuk ls e`R;q gksus ij ;fn e`rd lafonk d ;ksa ds ifjtuksa dks dksbZ rkRdkfyd vuqxzg jkf”k m0ç0 jkT; fo|qr mRiknu fuxe@gjnqvkxat rkih; ifj;kstuk ds }kj kqxrku dh tkrh gS rks lafonkdkj dh ;g ftEesnkjh gksxh fd og bl vuqxzg jkf”k dks m0ç0 jkT; fo|qr mRiknu fuxe(nqvkxat rkih; ifj;kstuk@lEcfU/kr [k.M ds [kkrs esa 120 fnu ds vUnj tek djkuk lqfuf”pr djsxk vU;Fkk lafonkdkj ds tdksa ls nh x;h vuqxzg jkf”k lek;ksftr dj yh tk;sxhA

(iii) mijksDr gsrq lafonkdkj dk ;g nkf;Ro gksxk fd fu;ksftr Jfedksa dk :0 5-00 yk[k dk chek lkewfgd :Ik ls djk;s rF g chek fcuk czsd gq;s Vs.Mj dh iwjh vof/k rd tkjh jgsA

30.**BEHAVIOUR:** The behavior of the contractor or his workers should be good with Nigam’ s officer/staff. For y misbehavior of the contractor’ s workers, the contractor has to remove that worker from the site at once ar he loss due to misbehavior incurred, if any, has to be recovered from the contractor’ s bills. For the misbehav of the contractor, the Engineer of Contract reserves the full right to cancel the agreement at once without giv any notice to him.

31.**CORRESPONDENCE AND NOTICES:** "The Engineer shall ordinarily correspond with Tenderer/Contractor the address furnished by the Tenderer/contractor. Any notice to be sent to the Tenderer/ contractor by the Ni m shall be sent on the address of the Tenderer/contractor furnished by him during tender or as intimated by h As such, notice so sent shall be deemed as good, service and any time required to commence shall be counte rom the date on which the notice should have been served on the Tenderer/contractor in the ordinary course"

32. **MINIMUM WAGE**: Contractor will have to pay the Wages and Holidays etc. to his workers as per Minimun ages Act and other Labour Laws. The wages to the workers of the contractor shall be made in shape of chequ the presence of concerned AE/JE/Labour Welfare Officer. On demand, the daily attendance register, EPF depo receipt, labour payment register will have to be shown by the contractor to the concerned JE/AE/EE of work .

33. **INSURANCE**: Immediately after the commencement of the work, a group insurance policy of appropriate ue valid for the term of the contract in respect of all the workers deployed on work under workman compensa n Act 1923 shall be obtained by the contractor to cover up the risk of injury / death / fatal non-fatal accident. e documentary proof of the same shall have to be furnished with first running bill. The contractor shall be full nd wholly responsible for any mis-happening i.e Injury, Fatal non-fatal accident etc. happened to him /their er oyee / worker at site during performance of the work under the contract and UPRVUNL shall not entertain any im on this account. However if UPRVUNL is forced to pay any compensation to any workman employed/ engag by the contractor amount so paid shall be recovered from the contractor from his pending dues against this c ract or any other contract with the UPRVUNL.

34.**DAMAGES DUE TO NEGLIGENCE:** In the event of any damage occurring to any work, property of Nigam any person due to negligence on the part of the contractor or his labour, the contractor shall be solely respon e and must reconstruct, repair and make good any such damages at his own expense to the full satisfaction o e Engineer of contract. No claim shall be entertained for idle labour due to strike, lock out etc. beyond the cor of Nigam All suitable precautions will have to be taken by the contractor to avoid any accident / Miss-happen etc.

35.**JURISDICTION:** All legal proceedings in connection with contract shall be subject to the territorial jurisdict of local courts at ALIGARH (UP) and under honorable the courts of High Court at Allahabad.

36.**ARBITRATION:** All cases of disputes or disagreements between the parties arising out for the settlement he differences, the matter shall be finally settled by the Arbitrator appointed by the Chairman/ Managing Dir or, UPRVUNL & the disputes will be dealt in accordance with provision of the Arbitrator & Conciliation Act, 199

37.**SUBMISSION OF DOCUMENTS:**

· Contractor must have produce list of manpower for issuance of Gate Pass.

· Contractor will have to submit list of manpower hired and EPF No. allotted to them. Contractor has also to p uce acknowledgement copy of the submission of form-02 & Form-05. In case contractor has not submitted the forms, he has to submit undertaking that he will submit these documents within one month.

· Contractor must deduct EPF amount of their hired manpower and should have ensured to fill form-13A afte ompletion of work.

· Contractor has to submit form-3A & Form-6A duly attested by Executive Engineer of concerned division in th ffice of welfare officers after each financial year.

· Contractor shall have to produce copy of annual return filed with EPF department at the end of currency per and proof of depositing service tax (which is paid by the Nigam along with his monthly bills, if required separ y) to the department concerned. If the Contractor fails or neglects to observe or perform any of his obligation nder the contract, it will be lawful for the UPRVUNL to forfeit (either in whole or in part at its absolute discretio the security deposit furnished by the Contractor. No Interest shall be payable on such deposit.

· Payment shall be done only after submission of these documents.

38. GENIUENITY OF DOCUMENTS: If, after agreement for the work is made, it comes to the knowledge of t undersigned that fake documents have been used to obtain the contractor, or, if it comes to knowledge that t concerned contractor is involved in mafia activities, or, that the concerned contractor has intimidated the con ned tenderer or stopped them from participating in the tender process, then in that case, the project manage nt shall have the right to terminate the contract and the loss to the project on account of the same, shall be th esponsibility for the concerned contractor and action for re tendering for the concerned work shall be taken.

39.MEDICAL CARE: The contractor shall be fully responsible for any first aid & emergency medical treatmen his employees' necessary arrangement for this purpose shall be made by the contractor at site at his own cos

40.MEDICAL SUPERVISION: The medical supervision of the contractor over his employee shall include, ant essures, vaccination against smallpox, inoculation against typhoid fever and disease, employees suffering fr contagious disease shall be removed as and will directed to an approved permanent hospital. If any case of c agious disease is covered amongst the employees, it shall be at once reported to the engineer but the financi ability shall be borne by the contractor.

41. All other terms & conditions shall be as per Form-A (General condition of contract for the supply of plant a the execution of works) of UPRVUNL. In case of any conflict among the various clauses/ provisions laid down ender document, the clauses/provisions of Special terms & conditions, Instructions to Tenderers and General ms & conditions shall prevail in the order of precedence.If the Nigam suffers any loss due to infringement of t condition mentioned in the work order the same will be recovered from any of the firms pending bills in Nigar nd work order may be cancelled at any stage without any prior intimation to the firm**.**

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(iii) lafonkdkj vius fu;kstr lafonk Jfedksa@dkfeZdks dh etnwjh ls mlds etnwjh dh 12 izfr”kr /kujkf”k bZ0ih0,Q0 (Srh ds en esa dkfeZdks ds va”knku ds :Ik esa rFkk 13-61 izfr”kr /kujkf”k fu;ksDrk ¼lafonkdkj½ ds va”knku ds sa Lo;a ds /ku ls vfuok;Z :i ls dVkSrh dj nksuksa va”knku dh /kujkf”k (12 + 13.61 = 25.61 izfr”kr) pkyku ds el ls lgk;d deZpkjh Hkfo’; fuf/k vk;qDr {ks=h; dk;kZy;] vyhx<+ ds i{k esa tek djsaxk rnksijkUr gh chtdks dks ikl f tk;sxkA

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¼N½ izR;sd lafonkdkj o’kZ ds 30 twu o 31 fnlEcj ds iwoZ vius QeZ dk vyx&vyx vf/kokf’kZd fjiksVZ izi=&24 ds Ik esa dk;kZy; mi Jek;qDr vyhx< dks rFkk ,d izfr dkj[kkuk izcU/kd o dY;k.k vf/kdkjh vyhx< rkih; ifj;kstuk vyhx<+ ks vo”;d izsf’kr djsaxs rkfd iz/kku fu;kstd }kjk Hkh okf’kZd fjiksZV fu/kkZfjr frfFk 15 tuojh ds iwoZ mDr dk;kZy; s izsf’kr dh tk ldsA

43. The contractor shall have to maintain necessary records Viz register of wages, muster roll / attendance re er, gate pass register, Identity Cards, accident register etc as required under relevant acts and the same shall made available to the Officer- in-charge / Project authority / Govt. of UP representative for checking / inspecti as and when required. Attendance register shall be as per different locations of site. Attendance register of O ation, Maintenance, Cleaning, Stone picking, Heavy machinery staff etc should be maintained separately.

44.Force-majeure: - The terms and–conditions mutually agreed upon with respect to this agreement shall b ubject to force-majeure. Neither the contractor nor the UPRVUNL, shall be considered in the performance of it bligations hereinafter if such performance is prevented or delayed because of war, hostilities, revolution, civil

mmotion, epidemic, accidents, fire, wind, flood or because of any law-and-order proclamation, regulation of c
nance at any Govt. or act of God beyond competence of contractor or UPRVUNL. Should one or both the partie
e prevented, fulfilling their contractual obligation by a state of force-majeure, lasting continuously for a perioc
one week, the two parties should consult each other regarding the future implementation of contract.

45.LABOUR/ FACTORY/WAGES TO LABOUR:

a. As per the factory act and Labor act, contractor has to register his Labour in Labour office and is required t
o the insurance of the Labour as per act because labors have to work on the running equipment. The contract
must follow all the terms and conditions of Labour rules and factory rules.

b. Contractor has to pay the wages to his Labour as per Labour act & minimum wages act. The Contractor is
marily responsible for timely and correct payment of wages to the worker employed by him for each wage pe
. The Nigam shall be fully indemnified against any claims or demands arising out of any short of payment, dis
es reference or award. Any delay in making payments of any running bill of the work shall not absolve the cor
ctor of his responsibility of making payment to contract labour. The Contractor shall submit a copy of the wag
heet as per Labour (Regulation and abolition) Act. 1970 duly signed and certified to the Nigam for inspection t
he Labour Enforcement, authority, when ever required.

46. QUALIFICATION OF BIDDER: Only such bonafide, experienced and reliable firms need to bid who can p
uce satisfactory evidence that they have necessary resource and organization to undertake such work of simi
nature to the satisfaction of Engineer of contract, failing which, the undersigned reserves the right to reject te
er bid.

47.ARBITRATION: As per clause 39 of form-A/B of erstwhile UPSEB/UPRVUNL (General condition of contract f
the supply of plant and the execution of works) shall be applicable on the contractor. In case of any conflict a
ng the various clause / provision laid down in the tender documents, the clause/provisions of special terms an
onditions, instructions to tenderers and general terms and condition shall prevail in the order of precedence.

48. MEDICAL CARE & SUPERVISION: The contractor shall be fully responsible for first aid and emergency
dical treatment to his employees, necessary arrangement for this purpose shall be made by the contractor at
e. The medical supervision of the contractor over his employees shall include anti malaria measures, vaccinat
against smallpox, inoculation against typhoid fever and other diseases, employees suffering from contagious
eases shall be removed as and when detected and taken to an approved hospital for necessary treatment. If a
case of contagious disease is discovered amongst the employees it shall be at immediately reported to the E
neer of contract.

49. ACCOMMODATION/CAMP: Department will not provide any type of accommodation to the contractor o
s Labour at Site or in colony, Contractor has to make his own arrangement at his own cost. Contractor has to
ke his camp office and store at the site without any extra charge. The site for this will be given by the site in c
ge, Engineer of Contract.

50.**CONTRACTOR TO FOLLOW SECURITY RULES OF UPRVUNL:** The contractor shall strictly abide by the
es and regulations of security enforced by the UPRVUNL, The contractor shall provide proper identity cards, b
ges etc to his employees whenever directed by the Engineer. The contractor will submit all the details about t
Labour prior to engagement for the said work to the Engineer of contract for the security purposes. The Engin
of contract shall reserve the right to debar any Labour or person or the contractor from entry to the power sta
n due to security reasons and the Engineer is not bound to clarify the reasons to anybody for debarring such
ours.

51. **PENALTY:-** If the work is not found satisfactory or work is not completed within stipulated time due to ne
ence/faults of contractors, Penalty shall be imposed at the rates as mentioned in Commercial Terms and Conc
ns.

52. If the Nigam suffer any loss due to infringement of the conconditionsntioned in the work order the same v
be recovered from any of the firm pending bills in Nigam and work order may be cancelled at any stage witho
any prior intimation to the firm.

ANNEXURE-I

FOR EARNEST MONEY FORM OF BANK GUAGANTEE BOND

PRESCRIBED VIDE G.O. NO. A-1-5256/X(I)-1962, DATED 05.12.63

(Applicable to State Bank of India and other Scheduled Bank for Guarantees without deposit of secur s up to prescribed limit)

To,

The Senior Accounts Officer,

EPAD, Harduaganj Thermal Power Station, Kasimpur, Aligarh (U.P.)

(The Bank Guarantee to be issued by the Issuing Bank on behalf of Bidder/Contractor/Supplier in favo of SAO, EPAD, UPRVUNL HTPS, Kasimpur shall be in paper form as well as issued under the Structurec nancial Messaging System (SFMS). The Details of beneficiary for issued of BG under SFMS platform is rnished below): -

SBI A/c No. 11264105069, IFSC- SBIN0001364

Sir,

Whereas M/s.....a company Incorporated under the Indian Compani 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 M/s..... at.....Sri.....Son of.....r dent of

.....Partners carrying on business under the firm's name and style of M/s..... .....at.....which is an unregistered partnership firm (hereinafter calle he Tenderer) has/have in response to your tender notice against Short term E-Tender Notice N :..... "**Consultancy Services for obtaining accreditation by NABL for Co and Biomass Testing Lab in 1X660MW, ETPS as per ISO/IEC 17025:2017 "** as per technical sc e of work for a period of one year as contended in the offer submitted/intended to submitted by Tenc ers letter No.....dated..... And whereas the Tenderer is required to furnish a Bank Guaran e for the sum of Rs..... as Earnest Money against Tenderer offer as aforesaid,

duly pledged for payment in the name of Senior Accounts Officer, Central Finance Account & Budget ganization, HTPS, Harduaganj, Kasimpur, Aligarh (U.P.).

And whereas we.....(Name of Bank) have at the request o he 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 ause(c), below the aforesaid tender of the tenderer shall remain open for acceptance by you during t period of validity as mentioned in the tender or any extension thereof as you and the tenderer may s sequently agree and if the tenderer shall for any reason back out, whether expressly or impliedly, fro his said tender during the period of its validity or any extension thereof as aforesaid, we hereby g rantee to you the payment of the sum of Rs.

..... on demand notwithstanding the existence of any d ute between

the Chairman & Managing Director of UPRVUNL and the tenderer in this regard and we hereby furthe gree as follows:-

That you may, subject to Clause(C), below without affecting his guarantee extend the period of valid of the said tender or grant other indulgence to or negotiate further with the tenderer in regard to the nditions contained in the said tender and thereby modify those conditions or and thereto any further nditions 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 o ur 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, i s tender is accepted by you, furnishes the security as required under the specifications and executes ormal agreement as therein provided till the expiry of..... from the date hereof, whiche r is earlier, the period of the validity of the guarantee may be

extended for a further period, if mutually agreed upon between you and ourselves.

That the expression the Tendered' and 'the bank' and 'Chairman &Managing Director of UPRVUNL' he in used shall, unless an interpretation is repugnant to the subject or context, include their representa es, successors and/or assigns.

Your's faithfully

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

ANNEXURE-III

PROFORMA FOR 'AGREEMENT FOR VALIDITY OF OFFER'

(On a non-judicial stamp of Rs.-100/- plus Re.1/- revenue stamp)

1.	Tender invited by	**Superintendent Engineer O&MC-I 1X660 MW** **Harduaganj Thermal Power Station, Kasimpur, Aligarh, P.**
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 an eligibl erson, whose tender may be considered, the tenderer hereby agrees to the condition that its offer sh remain firm & valid for Four Months w. e. f. the date of opening of Part-II of the tender bid. The tender also agrees to the condition that if the tenderer does withdraw his proposal within the said period of r months or during the period of execution / completion of the work, the Earnest money deposited by m, may be forfeited to the U P Rajya Vidyut Utpadan Nigam Ltd.

Date:

Place:

Seal & Signature

Name of Proprietor/Partner/Authorized

Person_____

Name of firm _____

Address of Firm _____

Witness with complete address: 1.

2.

ANNEXURE-IV

(This affidavit has to submit only in the case uploaded Labor license issued by any other DLC/DLC- Aligarh val
or work other than Harduaganj Thermal Power station, Kasimpur, Aligarh) then the firm shall submit the follo
g undertaking on prescribed Proforma on a non-judicial stamp of Rs- 10/-)

PROFORMA FOR LABOUR LICENSE

(On a non-judicial stamp of Rs.-10/)

“We shall submit Labour license issued by D.L.C.-Aligarh, valid for work in Harduaganj Thermal Power station,
simpur, Aligarh within 01 Week after issue of LOI, failing which LOI issued may be cancelled and any penalty i
osed by UPRVUNL shall be acceptable.”

Date:

Place:

Seal & Signature: _____

Name of Proprietor/Partner/Authorised Person: _____

Name of Firm:_____

Annexure-IV (A)

(This affidavit has to submit only in the case no labour license is required due to number of labours less than
then the firm shall submit the following undertaking on prescribed Proforma on a notorized non-judicial stamp
Rs. 10/-)

PROFORMA FOR LABOUR LICENCE

(On a non-judicial stamp of Rs. 10/- plus Rs. 1/- revenue stamp)

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50½ ;k blls vf/kd deZdkjksa dks fu;ksftr fd;k tkrk gS rks 01 ekg esa esjh QeZ }kjk mi Je vk;qDr vyhx<+ ls vko'
ykblsasl izkIr dj tek fd;k tk,xk] ftleas vlQy gksu s dh n"kk eas esjh QeZ ds fo:) nMa @vuqca/k fujLr djus lfgr vU
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Date:

Place:

Seal & Signature:.....

Name of Proprietor/Partner/Authorized Person.....

Name of Firm: .....

ANNEXURE-V

(On a non-judicial stamp of Rs. 10/- plus Re.1/- revenue stamp)

I/We shall submit the group insurance of labors which covers accidental compensation of Rs. 10.00 Lac within
Month of issue of LOI, otherwise Nigam is free to withhold my/our running bill and any penalty/action taken by
gam is accepted to me/us.

Date:

Place:

Seal & Signature:

Name of Proprietor/Partner/Authorised Person: Name of Firm:

Witness: 1.

2.

ANNEXURE-VI

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

I/we have applied for the renewal of Character certificate and will submit it within 01 month from the date of i
e of LOI. Failing to submit valid character certificate within due time UPRVUNL will be free to take any action a
inst me/us and LOI & agreement may be cancelled.

Date:

Place:

Seal & Signature:

Name of Proprietor/Partner/Authorised Person: Name of Firm:

Witness: 1.

2.

ANNEXURE-VII

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ANNEXURE-VIII

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4- eS@ge lafonk Je ¼fofu;e ,ao mUuewyu½ vf/kfu;e] 1970 o lifBr m0iz0 lafonk Je ¼fofu;e ,oa mUuev ½ fu;ekorh 1970 ds leLr izkfo/kkuks dk leqfpr :Ik ls vuqikyu d:Waxk@d:Waaxh@djsaxs rFkk vuqikyu u gksus dl kk esa fu;kstd }kjk esjs@gekjs fo:} dh x;h dksbZ Hkh dk;Zokgh eq>s@ges ekU; gksxhA

5- esjs }kjk fufonk esa tek fd;s x;s lHkh izi= fof/k lEer ,oa oS| gSA izi=ksa esa fdlh izdkj dk eSuhiqys ugha fd;k x;k gSA eSuhiqys'ku dh n'kk esa vFkok voS| izi= tek djus ij eS Lo; aftEesnk jgwxk ,oa foHkkx esjs f[Q tks Hkh dk;Zokgh djsxh eq>s Lohdk;Z gksxkA

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ANNEXURE-IX

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ANNEXURE-X

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

To,

Uttar Pradesh Rajya Vidyut Utpadan Nigam limited, Harduaganj Thermal Power Station,

Kasimpur- Aligarh.

Dt-___/____/_____

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 cont
ts execution for.....completed years (considered up to 31st March of last financial year. Their turnover i
xecution of the Contracts in each financial year during the preceding 03 (three) years are as given below:

S. 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 in
me Tax Returns filed under Pan No: _____

AND

Along with Turnover declared under Service/VAT or 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 slips no-_____
_____Firm Registration no-_____

ANNEXURE-XI

(On a non-judicial stamp of Rs.10/- plus Re.1/- revenue stamp)

DECLARATION FOR BLACKLISTING

"Consultancy Services for obtaining accreditation by NABL for Coal and Biomass Testing Lab in 1 60MW, ETPS as per ISO/IEC 17025:2017"

Bidding Document No. _____

We _____hereby declare that our organization/ firm / company has not been blacklisted/ work arded to the bidder has not been terminated by SEB's/ State GENCO/ UPRVUNL/ NTPC/ Govt. Sector/ Indepenc t Power Producers (IPP) body.

Date:

Place:

Seal & Signature

Name of Proprietor/Authorised Person_____Name of Firm _____

Address of Firm _____

Witness with complete address: 1.

2.

–

.

7. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document Click here to view the file.

8. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

Scope of Work:

To secure formal NABL Accreditation for the Coal and Biomass Testing Laboratory at the 1X660M ETPS facility. The testing scope explicitly covers chemical and physical parameters of following:

1.Coal (e.g., Ultimate analysis (C, H, N, S), HGI, Gross Calorific Value (GCV), Inherent moisture, Total Moisture ash, volatile matter%, Fixed Carbon)

2.Biomass pellets/fuels co-fired in the plant. (e.g. Gross Calorific Value (GCV), Total Moisture %, v atile matter%, Fineness)

Consultancy services should cover the following key stages:

1) Conduct a detailed gap analysis of the existing laboratory management system against the requirements o O/IEC 17025:2017, applicable NABL criteria, and relevant technical documents.

2) Assist the laboratory in finalizing the scope of testing/calibration for NABL accreditation and preparation of NABL scope document.

3) Develop, review, and update the Laboratory Management System documentation, including the Quality Ma al, Quality System Procedures, SOPs, Work Instructions, Formats, Records, and other documents required for /IEC 17025:2017 compliance.

4) Provide guidance and support for effective implementation of the documented management system throug ut the laboratory.

5) Conduct awareness training on ISO/IEC 17025:2017 for all lab personnel and co-ordinate in arranging traini of LQMS and internal audit as per ISO 17025:2017 for 2 lab personnel in any mode from reputed institute.

6) Assist the laboratory in the estimation and documentation of Measurement Uncertainty for the applicable t parameters and guide lab for method validation/verification activities.

7) Guide the laboratory in establishing Internal Quality Control (IQC) activities and maintaining the necessary ality records.

8) Assist the laboratory in identifying suitable Proficiency Testing (PT) / Inter-Laboratory Comparison (ILC) pro ers and planning participation as per NABL requirements.

9) Review personnel competency requirements and provide guidance on competency evaluation, authorizatio and training records.

10) Conduct Internal Audit of the Laboratory Management System and provide assistance in closure of interna udit observations.

11) Assist in planning and conducting the Management Review Meeting (MRM) and preparation of the require ecords.

12) Carry out a pre-assessment review to evaluate the laboratory's readiness before the NABL assessment.

13) Provide consultancy support during the NABL assessment, including assistance in document presentation d clarification of management system requirements.

14) Assist in root cause analysis, preparation of corrective actions, and closure of non-conformities raised duri the NABL assessment, including support for submission through the NABL portal.

15) Provide overall technical and documentation support, along with any other consultancy services reasonab required for successful implementation of ISO/IEC 17025:2017 and obtaining NABL accreditation.

Expected Timeline

1)The entire accreditation process is expected to take approximately 8-9 months, depending on current labor

ory practices and available resources.

Phase I: Gap Analysis & Technical Assessment

- Physical & System Audit: Conduct a comprehensive diagnostic audit of the existing laboratory infrastru re, environmental control parameters, and data management setups against ISO/IEC 17025:2017 requi ments.
- Resource Mapping: Evaluate the adequacy of existing testing equipment, certified reference materials Ms), and chemical reagents required for Coal, Waterand Biomass analysis.
- Competency Review: Review the technical qualifications and skill matrices of the existing laboratory pe nnel.
- Gap Report: Submit a detailed Gap Analysis Report highlighting technical, administrative, and structura eficiencies with a definitive action plan.

Phase II: System Design & Documentation

- Quality Management System (QMS): Assist in drafting and finalizing the mandatory laboratory documer tion, including:

  a) Quality Manual (aligned with ISO/IEC 17025:2017 clauses)

  b) Standard Operating Procedures (SOPs) for administrative control (impartiality, confidentiali complaints, non-conforming work)

  c)Standard Test Procedures (STPs) for standard testing methodologies (such as ASTM, IS, or IS methods) specific to:

  1.Coal (e.g., Ultimate analysis (C, H, N, S), HGI, Gross Calorific Value (GCV),Inherent moist e, Total Moisture ash, volatile matter%, Fixed Carbon)

  2.Biomass pellets/fuels co-fired in the plant. (e.g. Gross Calorific Value (GCV),Total Moistu %, volatile matter%, Fineness)

Formats & Registers: Establish control formats, equipment logbooks, intermediate check schedules, and chem al inventory trackers.

Phase III: Implementation & Technical Training

- Awareness Programs: Conduct structural training workshops for laboratory personnel on ISO/IEC 17025 17 clauses, data integrity, and ethical practices.
- Measurement Uncertainty (MU): Train the core technical team and calculate the specific Measurement certainty estimations for all parameters within the desired scope of testing.
- Method Validation/Verification: Guide the laboratory in executing method validation or verification prot ls (linearity, precision, accuracy, LOD/LOQ profiles).
- PT/ILC Participation: Guide the selection, execution, and data analysis of Proficient Testing (PT) progran or Inter-Laboratory Comparisons (ILC) as mandated by NABL policy.

Phase IV: Internal Audit & Management Review

- Internal Audit Execution: Train designated internal auditors and lead a formal, comprehensive internal ı ck audit of the operational laboratory system.
- Corrective Actions: Formulate Root Cause Analysis (RCA) and implement corrective actions for all non-c formities (NCs) raised during the audit.
- Management Review Meeting (MRM): Convene and document the mandatory Management Review Mee g to verify system readiness.

Phase V: NABL Application & Assessment Support

- Application Submission: Help prepare the formal NABL application, scope definitions, and successfully u oad the documents to the NABL Web Portal.
- Pre-Assessment and Final Assessment: Provide on-site technical support during NABL Pre-Assessment a Final Assessments to defend the implemented QMS and technical calculations.
- NC Clearance: Guide the laboratory in drafting and compiling the final closure report along with approp e evidence for any non-conformities raised by the NABL assessment team until the final accreditation c ificate is issued.

Deliverables & Key Timelines

The consultant will be expected to deliver the following tangible outputs over an estimated perio of 8 to 12 months:

Milestone	Deliverable Item	Estimated Timeline
M1	Gap Analysis Report & Implementation Roadmap	**Month 1**
M2	Approved Quality Manual, SOPs, and Technical STPs	**Month 3**
M3	Uncertainty Parameter Reports & Method Verification Data	**Month 5**
M4	Internal Audit & Management Review Minutes (MRM)	**Month 6**
M5	Successful NABL Application Submission with Acknowledgement	**Month 7**
M6	Final Closure Report of NABL Assessment Audit NCs	**Month 9–12**

9. **Buyer Added Bid Specific Scope Of Work(SOW)**

   File Attachment Click here to view the file.

10. **Human Resource Service**

    Continuity of resources deployed by Service Provider: Successful Service provider will ensure continuity of any allocated / deployed resources with the prior consent of the buyer department. Deployed resources cannot be replaced by Service Provider without prior approval of buyer. Any replacement will also be provided through Sewayojan Portal only.

11. **Service & Support**

    Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telepho No. for Service Support.

12. **Service & Support**

    Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

13. **Payment**

    PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted st deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

14. **Past Project Experience**

    Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one c the following documents may be considered as valid proof for meeting the experience criteria:a. Contract cop along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause For fulfilling the experience criteria any one of the following documents may be considered as valid proof for

meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder tha service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

15. **Generic**

    1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buye
    2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior writ consent of buyer.
    3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally lia and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performanc of the Contract and the Sellers obligations there under.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievan pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as nu & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any pri notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Sing Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted with 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experienc
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations a would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 201 the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 202 and the Code on Social Security, 2020 as and when notified and brought into force by the Government India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimur Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall contin to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. an any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Lev Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधि के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 rega Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible t in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---