

# **Tender Document**

for

## **OPERATION & MAINTENANCE (BY DEPLOYING MANPOWER WITH SUPPLY OF MATERIAL AND CONSUMABLES)AS IS WHERE IS BASIC of 2 X 100 KW KEDARNATH-2 SMALL HYDRO PROJECT**

in Block Ukhimath of District Rudraprayag

Tender NoticeNo.-Ureda/Kedarnath-2/Lease/2021-22



**Uttarakhand Renewable Energy Development Agency  
Vikas Bhawan, Rudraprayag-246171**

Email – [uredarudraprayag@gmail.com](mailto:uredarudraprayag@gmail.com)

Head Office

Urja Park Campus, Industrial Area , Patel Nagar , Dehradun 248001

## CHECK - LIST

**NAME OF WORK:** Regular Operation, Routine, Preventive, Breakdown Maintenance and Repair (Including Material ) of 2 x 100 KW capacity KEDARNATH-2 Mini Hydro Project As is where is basis in District Rudraprayag on annual lease basis.

NAME & ADDRESS OF BIDDER :

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S. No.	Description (submitted or not)	Yes	No
1.	Financial Status (Submit Balance Sheet or Bank Statement)		
2.	Past Experience		
3	List of Technical Staff		
4	Any other information		

Signature of Bidder

**UTTARAKHAND RENEWABLE ENERGY DEVELOPMENT AGENCY (UREDA)**

**Vikas Bhawan, Rudraprayag-246171 mo-7351476411**

**e- mail: uredarudraprayag@gmail.com**

**Tender Notice**

**Tender Notice No.-UREDA/KEDARNATH-2-/Lease/2021-22**

Sealed & separate offers are invited by the undersigned from interested, reputed & experienced firms/contractors /Developers) for Regular Operation , Routine,Preventive,Breakdown Maintenance and Repair (Including Material ) of 2 x 100 KW capacity KEDARNATH-2 Mini Hydro Project as is where is basis in District Rudraprayag on annual lease basis.

S. No.	NAME OF PROJECT	Cost Of Document Incl. GST	EMD (Rs)	Opening Date &Time
1.	KEDARNATH-2 SHP (2x100 KW)	Rs. 3540.00	50,000.00	17.08.2021at 02 :30 PM

Document can also be downloaded from 01.08.2021 to 16.08.2021 upto 2:00 PM from UREDA website [www.UREDA.uk.gov.in](http://www.UREDA.uk.gov.in)., cost of tender document must be submitted along with technical bid or in this office on or before submission of tender, in the form of bank draft in favour of “ Project Officer, UREDA” payable at Rudraprayag.

Offers shall be received up to 5.00 PM on 16.08.2021 in two separate & sealed envelopes. The first envelope containing Earnest money, technical details, terms & conditions shall be opened at 2.30 PM on 17.08.2021 by the undersigned. The second envelope containing price bid shall be opened on same day or on a later date of the opening of the first envelope. The tenderers should accompany earnest money of Rs.50,000.00 in the form of Bank Draft/BG/NSC/FDR pledged in favour of “ Project Officer, UREDA” payable at Rudraprayag.Under signed reserves the right to reject any or all the offers without assigning any reason.

Project Officer, UREDA

**FORM - I**

To,  
The Project  
officer  
UTTARAKHAND RENEWABLE ENERGY  
DEVELOPMENT AGENCY  
Vikas Bhawan, Rudraprayag ,Uttarakhand

Subject: Regular Operation , Routine, Preventive, Breakdown Maintenance and  
Repair (Including Material ) of 2 x 100 KW capacity KEDARNATH-2  
Mini Hydro Project as is where is basis in District Rudraprayag on annual  
lease basis

Dear sir,

In compliance with your invitation for offer/ expression of interest, the Undersigned hereby offers to Regular Operation , Routine, Preventive, Breakdown Maintenance and Repair (Including Material) of 2 x 100 KW capacity KEDARNATH-2 Mini Hydro Project as is where is basis in District Rudraprayag on annual lease basis in accordance with the agreement and agrees that upon receipt of written notice of award of the work and within 07 calendar days, the undersigned will execute agreement in accordance with the offer as accepted .

The undersigned further agrees that if awarded the work ,he will commence this work immediately after the agreement and that he will carry out the work in accordance with the agreement .

Earnest Money for Rs ..... is enclosed as bank draft no . ..... Date: .....  
Payable at ..... Name of bank .....

STATUS OF BIDDER : ( Individual / Firm / Partnership / Ltd Co etc)

Signature

Title :

Address:

## FORM-II

1. Tender Notice No. : UREDA/KEDARNATH-2/Lease/2021-2022dated.
2. Particulars of work : Regular Operation , Routine, Preventive, Breakdown Maintenance and Repair (Including Material ) of 2 x 100 KW capacity KEDARNATH-2 Mini Hydro Project as is where is basis in District Rudraprayag on annual lease basis
3. Lease Period : seven Years(Extendable further upto three more years on mutual Consent).
4. Cost of document : Rs. 3540.00 ( Including GST )
5. Amount of Earnest money : Rs 50,000.00 in the form of DD/FDR/CDR(pledged in favour of Project Officer, UREDA, and valid for 06 months
6. Date of commencement of download of tender document : 01/08/2021
7. Last date for download of tender : 16-08-2021 at 11:00 pm
8. Last date and time for receipt of bid : 16-08-2021 at 5:00pm
9. Time and date of opening of technical bids : 17-08-2021 at 02:30pm
10. Venue of opening of tender : UREDA office, Vikas Bhawan, Khurad, Rudraprayag
  
11. Validity of Tender : Four months from the Last date of receipt of bid

Seal of company  
( Signature of bidder)

## **INSTRUCTIONS TO BIDDERS**

- Tender in two parts, Part-I for Earnest Money, Technical details and terms and condition and Part-II for price bid should be submitted complete with all respect in all schedules, documents etc. of the tender documents download from website.
- Tenders should reach UREDA office, Rudraprayag on the date and time as mentioned in tender form.
- UREDA reserves the right to split up the orders to various tenderer and also the right not to except the lowest or any other tenders or all the tenders in whole or in part without assigning any reason for such non acceptance.
- Any tender not accompanied by earnest money will be disqualified and no further consideration will be given to such tender. Tenderer may note that no relaxation in this regard will be made.
- Validity of the offer will be six months of the date of opening of the tenders. Without this validity the tenders will be rejected.
- Before submission of the tender, tenderer are required to make themselves fully conversant with the technical specification, terms and conditions, so that no ambiguity arises a later date in this respect. The tenderer may visit the proposed site to make themselves fully conversant with the site and offer their rates accordingly.
- All information of the tender shall be in English, information in any other language will be accompanied with its translation in English. Failure to comply with this may disqualify the tender.
- The tender must contain the name, residence and places of business of the person or persons submitting the tender and may signed and sealed by the tenderer with his usual signature.
- If the tenderer find discrepancies in, or omissions from the specifications or other documents or if he is in doubt as to their meaning he should at once intimate UREDA and obtain clarification in writing prior to submitting the tender.
- Any approach from the tender representative or his agent trying to influence the decision on the tender, officially or otherwise, shall render the tender liable to be summarily rejected.
- The price offered should be inclusive of all charges what so ever may be. However break up of basic price, excise duty, GST, packing forwarding charges, insurance charges, freight, handling and transportation upto site store is also to be given for the supply of equipment.
- Tender should be submitted in two separate sealed envelopes as mentioned below:
- First envelope should bear tender no. and super scribed "EM & TC-Kedarnath-2 SHP" should contain earnest money and terms and conditions. All the paper of tender documents except price bid duly signed should be submitted in the first envelope .All financial and technical conditions should be clearly explained and submitted in the first envelope. Requisite earnest money in the form of Cash Deposit Receipt with UREDA/ FDR/ Bank Demand Draft/NSC should be attached and pledged in favour of "Sr.Project Officer, UREDA"

- Second envelope bearing tender no. and super scribed “Price Bid- Kedarnath-2 SHP” should contain only price bid .Any financial conditions, payment terms etc mentioned in the price bid will make the tender invalid. Therefore, it is in the interest of the tenderer not to write anything extra in part -2 except price.
- The procedure of opening of the tender shall be as under :-
  - (a) First envelope bearing tender specification no. and super scribed “ EM&TC- Kedarnath-2 SHP” shall be opened on the date as mentioned in tender notice by UREDA's representative in the presence of tenderer who choose to be present
  - (b) Second envelope bearing tender specification number and super scribed “Price Bid- Kedarnath-2 SHP” shall be opened on the date and time as decided by the tender committee. After opening of FIRST ENVELOPE, second envelope of only those tenderer shall be opened whose part-I/first envelope shall be financially cleared and found technically suitable.
- The tenders must be complete in all technical and commercial respect and may contain certificates, drawings, informative literature etc. as required in the specification .Any other queries made should promptly be replied within following time schedule.
- Telegraphic/ FAX query required to be replied by telegram /FAX- 4 days.
- Telegraphic/FAX query required to be replied by letter -10 days.
- Query letter to be replied by letter 15 days.
- Erasers and other changes should be initiated by the person /persons signing the tender.
- In the event the successful tenderer fails to sign the contract with UREDA within specified time or withdraws his offer within the validity period or fails to accept the order for any reason whatsoever, then earnest money deposited by him shall be forfeited by UREDA.
- The tenderer should submit price bid duly signed on the original schedule attached with this tender document. This price schedule shall have to be submitted in second envelope super-scribed as “Price Bid- Kedarnath-2 SHP”.
- Each page of this tender document should be signed by the tenderer.
- The tenderer should submit following information while submitting part -1of the tender document.
  1. Earnest Money in desired shape
  2. All commercial terms and conditions
  3. Delivery and erection schedule as per schedule
  4. Technical specification and Technical particulars
  5. Guaranteed Technical Particulars in the Performa's
  6. Bill of material
  7. Tender Form –I in the Performa's
  8. Tender Form –II in the Performa's

**FORM – F1**

**SCHEDULE OF GENERAL PARTICULARS OF BIDDER**

1. Name of the bidder :
2. Postal address :
  
3. Telephone No. :
4. Fax No. :
5. Name and designation of the representative of the bidder to whom all reference shall be made to expedite technical coordination:
6. Amount and reference of earnest money deposited :
7. Financial capacity of the bidder for carrying out the work . (Annual Turnover certified by C.A. for last three years successively and bidder having turnover less than Rs 15,00,000.00 commulative last three years shall not be accepted)
8. Name and address of the collaborator, if any
9. Has anything / or extra other than lease rate has been written/mentioned in the price schedule?
10. Whether the bidder has to pay arrear of income tax department ,if yes up to what amount ?
11. Whether the bidder has been ever de barred by any Government Deptt./ under taking for undertaking any work:
12. Experience of executing similar nature work (Please enclose details related to operation and maintenance of at least one hydro power project of capacity 100kw or above.)



## AGREEMENT

(On Rs 100/- Stamp paper)

This Agreement made the ..... day of ..... , Two thousand Eighteen between M/s .....  
.....

..... (Herein after referred to as  
**“The Contractor”** on the one part and the **Uttarakhand Renewable Energy Development Agency**, (hereinafter called as “UREDA”) on the other part.

Whereas UREDA has awarded the work of Regular Operation , Routine, Preventive, Breakdown Maintenance and Repair (Including Material ) of 2 x 100 KW capacity KEDARNATH-2 Mini Hydro Project As is where is basic in District Rudraprayag on annual lease basis, (hereinafter called “works”) and for this purpose the details of the work have been specified in general conditions of contract, Scope of the work, Special conditions of contract Technical particulars and price schedule and Annexures. For the purpose these documents have been signed by Shri

..... on behalf of the Contractor and by Director, UREDA, on behalf of the UREDA and which shall form the part of this contract (Although separately set out herein ) and are included in the expression “Contract”.

And whereas UREDA have accepted the tender of the contractor for carrying out the work of Regular Operation , Routine, Preventive, Breakdown Maintenance and Repair (Including Material ) of

2 x 100 KW capacity KEDARNATH-2 Mini Hydro Project As is where is basic in District Rudraprayag on annual lease basis for the Annual lease rent as mentioned in price schedule of this agreement ,on the terms and conditions as mentioned in the contract .

Now therefore these present witnesses and the parties aforementioned hereby agree and declare that in consideration of the requirement of the said work , the Contractor will Operate and Maintain (by deploying manpower with supply of materials & consumables) for a period of 03 Years on annual lease rent basis as mentioned in the contract.

In witness whereof the parties have signed this deed hereunder

Signed

Signed

(For& on behalf of the UREDA)

(For & on behalf of the contractor)

Witness

In presence of :

1.

2.

## INTERPRETATIONS

In this document, unless the context otherwise warrants, the following words and expressions will have the meaning and will be interpreted as specified hereunder:

**‘Bid/ Application’** refers to the submission or bid made by a prospective operator in the process of participation in the bidding process for the project.

**‘Bidder/Applicant’** means an entrepreneur who, with the intention to Operate Maintain and Repair (with material), participates in the Bidding process for any of the project. Used in different contracts, the two words are synonymous.

**‘Memorandum of Understanding (MOU)’** means a formal understanding reached between member of a Consortium or Joint Venture defining the duties and responsibilities as well as rights and obligations of the constituent members.

**‘Power of Attorney (POA)’** signifies the legal document executed by one or more parties, authorizing another party to act on his / their behalf.

**‘Project’** means the scheme for private sector participation in the development of hydro power project in the state of Uttarakhand

**‘BID’** refers to the application made by a prospective Bidder, for being qualified for participation in the Bidding process regarding allotment of the projects.

**‘O&M’** means the Operation, Maintenance and Repair of the SHP(s).

**‘SHP’** means Small Hydro-electric Project.

**“Owner”** means UREDA.

**Contractor”, “Bidder”, “Firms” and ‘Consortium’** are synonymous and mean the firm, company or consortium with whom UREDA has entered into an agreement and includes the contractor’s authorized personal representatives, successors and permitted assigns.

**“Engineer”** means designated representative of UREDA to act as Engineer for the purpose of the agreement.

**“Equipment”** means and includes machinery, apparatus, materials, articles and things of all kinds to be provided under the agreement, which will form part of the permanent works.

**“Work”, “Works” or “Permanent Works”** means the work executed and includes all equipment and works provided in accordance with agreement.

**“Agreement”** means this agreement entered into by the UREDA and the Contractor.

**“Month”** means English calendar month.

**“Week”** means seven consecutive days.

**“Day”** means calendar day.

**“Writing”** includes any manuscript, typewritten or printed statement, under seal or hand.

**“Specifications”** means “Technical Specifications” and the drawings forming part of this document.

**“Taking / Handing Over Certificate”** means a certificate issued by UREDA and signed by engineer

**“Award”, “Accept” or “Letter of intent”** means the official notice issued by the UREDA notifying the bidder that his offer has been accepted.

**“Total Equipment Operation”** means that all equipment system is in working condition such that all required equipment functions can be carried out.

Consulting Engineer/Consultant shall mean the experts empowered and duly appointed as such from time to time by UREDA

In the contract the following expressions shall, unless the context otherwise requires, have the meanings herewith respectively assigned to them: -

- a. The UREDA shall mean the UREDA with its head office at “UREDA” State Level Energy Park, Patel Nagar, Dehradun.
- b. The SPO shall mean the Sr. Project Officer , UREDA Rudraprayag.
- c. The ‘Contractor’ shall mean the firm or company/consortium whether incorporated or not, undertaking the works and shall include the legal representatives of such firm or company/consortium or the successors of the such firm or company and the permitted assigns or such individual, entrepreneur or firm or company.
- d. The ‘work’ or ‘works’ shall, unless there be something either in the subject or context repugnant to such O&M shall be contracted and taken to mean the works by or by virtue of the contract to be executed, whether temporary or permanent, and whether original, altered, substitute or additional.
- e. The ‘Plant’ shall mean the SHPs that have to be operated/maintained/repared under the contract.
- f. **Engineer of the Contract:-**  
Engineer of the contract shall mean the Sr.ProjectOfficer/Engineer, UREDA Rudraprayag, placing the order for the work with the Contractor and who signs the contract agreement and who has been inherently vested with such power by UREDA on its behalf and shall act as “Engineer of the contract” for the purpose of carrying out the contract.
- g. The ‘Engineer -in-charges’ shall mean the Sr.ProjectOfficer /Junior Engineer, UREDA Rudraprayag, as the case may be, who has been authorized in writing to supervise the work and be in-charge of the work.
- h. The ‘Department’ shall mean the UREDA
- i. The ‘Estimated Cost’ shall mean the cost of the work or works as estimated on the basis of the scheduled rates enforce.
- j. **Tender Documents:-**  
The tender documents shall include conditions of tendering, special and General Conditions of Contract, Technical Specifications and Addendum, if any, to any or all these documents. The documents are complementary and any work called for by one is a binding upon the parties as if called for by all. They are intended to comprise everything necessary for complete execution of work even though specific reference may not be made to all details of labor and material or labour and materials required.
- k. **Tenderer:-**  
The Party or parties submitting an offer for executing the work covered by the Tender Document
- l. **Letter of Intent:-**  
The letter of Intent shall mean the letter conveying the acceptance of the tender subject to such reservations as may have been stated therein.
- m. **Writing:-**  
Writing shall include any manuscript typewritten or printed statement, sketches or drawings to convey information or instructions, under or over the signature or seal as the case may

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

n. **Terms of Approval, Judgment or direction:-**

When the word 'Approval', 'Equal to', 'As Directed', 'where Directed', 'When Directed', 'Determined By', 'Accepted', 'Permitted' etc., are used, the approval, Judgment, direction etc., implied is understood to be a function of the Engineer and/or the Engineer-in-charge and shall have the same effect as if performed by the UREDA.

o. **Plant, Equipment, Work or Works:-**

'Plant', 'Equipment', 'Stores', 'Work' or 'Works' and 'factory' shall mean and include plant and materials to be provided and work to be done by the contractor under the Contract.

p. **Constructional Plant:-** Constructional plant shall mean all appliances or things of whatsoever nature required or about the execution, completion, or maintenance of the works or temporary works but does not include materials or other things intended to form or forming part of the permanent works.

q. **Temporary Works:-**

Temporary works shall mean all temporary works of every kind required or about the execution, completion, or maintenance of the work.

### **ELIGIBLE BIDDERS**

1. The bidder should have experience in operating hydro power projects of minimum aggregate capacity 100 KW hydro power project for at least one year.
2. The bidder should have average turnover of minimum 15 Lac during the last 3 (three) years including the financial year ending March, 2019 Bidder should submit the Certificate regarding average turnover of the last 3 (three) years .
3. Bidder should have valid registration with GST/trade tax and income tax. Bidder is required to submit the registration certificate of GST/trade tax, income tax and PAN card details & copy of the registration from registrar of companies with Memorandum of association.
4. He is a registered Class “A” contractor with Electrical Safety Department.

### **TERMS OF PAYMENTS**

1. The UREDA will make payments to the CONTRACTOR against monthly bills (on the basis of rate decided through this tender), for O&M of plants against the net power fed by lease into grid. Calculation of net power fed to grid will be done on the basis of joint metering report (JMR) verified by UPCL official for the said period .
2. Penalty calculation, for shortfall in Percentage Annual Availability of the Power Generation shall be carried out by the CONTRACTOR at the end of the year and submitted to UREDA H.Q. Dehradun through UREDA, Rudraprayag on prescribed format on monthly basis. The UREDA will verify the calculation of the power generation submitted by the CONTRACTOR. The discharge data and grid availability shall be verified from the records of the Irrigation Department and Log Books of UPCL, if required. If any penalty is levy able on the CONTRACTOR, the same shall be deducted form the CONTRACTOR’s monthly bills and other dues.

### **AWARD OF TENDER**

1. Operation & maintenance related work of SHP KEDARNATH-2 (2X100 Kw) project shall be awarded to bidder , who qualify the technical bid and quote minimum per unit electricity charge against electricity supply to grid from the Project during first seven year in price bid.
2. PO, UREDA reserve right not to award the work to any bidder even quoting lowest rate ,without assigning any reason.

**SCOPE OF WORKS**

- Plant will be handed over by UREDA to lessee on as is where is basis . bidders has to Carry out all necessary work (related to civil E& M control panel and switch yard ) required for proper operation of plant and synchronization of plant to nearest available grid line of UPCL (including metering arrangement of power supply to grid) during the lease period.
- Operation and maintenance of the plant (Power House) with adequate staff for supervision of intake, power channel & power house in 3 shifts.
- Evacuation of power generation upto grid.
- Undertake the routine, preventive, breakdown maintenance including the repairing works.
- Carrying out due diligence with regard to compliance to responsibilities under various applicable Central / State / other laws, rules and ensure compliance with the same.
- According to Scope of work Mutual agreement shall be on the basis per unit rate of energy but only in the condition if minimum expected energy generation as per project is achieved by the contractor.
- There shall be no provision for incentive other than payment against monthly bill for per unit rate on the basis of generation.
- Threshold energy/ Design energy shall be as mentioned by UREDA in the tender.
- Price Bid Evaluation Criterion will be purely on the basis of rate quoted for 1st Seven(07) year. However if per unit rate quoted for next Three (03) years is above the rates for 1st Seven(07) year then the rate quoted for first Seven years will be the evaluation criterion.and negotiation for next three year can be done at the time of mutual consent for extending the lease period.
- The scope of work will span from operation of the plant for power generation to the proper maintenance of civil structures/ hydro- electromechanical equipments in accordance to the relevant UREDA schedules and regulation which includes deployment of experienced manpower, supply of materials and consumables.
- The projects shall be offered for a period of seven (07) years (further extendable upto Three(03) years on mutual consent) on yearly basis at the same terms and conditions provided that contractor successfully achieves generation above the minimum generation calculated by UREDA.
- In case performance of the contractor is poor in terms of generation, handling and up-keeping of the plant then contract agreement is liable to be terminated with two months prior notice to the contractor by UREDA and Performance security submitted by the bidders shall be forfeited.
- In case of average performance of the contractor in terms factors defined above, overall O&M period shall depend upon the discretion of UREDA.

## **SPECIAL CONDITIONS OF CONTRACT ( PART – A )**

The following special conditions of agreement shall supplement the General Conditions of Agreement. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Agreement.

### **SC –A 6.1 CONTRACT PERIOD**

The contract period shall be 5 Years from the date of taking over the plant after receipt of letter of award but in no case later than 30 days and the contract agreement will be signed for a period of 5 years. This period can be extended further up to 5 years on yearly basis on same terms and conditions in case of mutual consent .

### **SC –A 6.2. NOTICES**

For the purpose of all the notices, the following shall be address of the owner & the contractor:

### **SC –A 6.3. OWNER:**

.....

### **SC 6.4. CONTRACTOR:**

.....

### **SC –A 6.5. ENGINEER’S SUPERVISION**

All the work shall be carried out under the direction and to the reasonable satisfaction of Engineer. The Contractor shall be responsible for the successful running of the project.

### **SC –A 6.6. CO-OPERATION WITH OTHERS AND CONSULTING ENGINEERS**

The contractor shall agree to co-operate with the owner’s other contractors and consulting Engineers and freely exchange with them such technical information as is necessary to obtain most efficient and economical services.

### **SC –A 6.7. LIABILITY FOR ACCIDENTS, DEATH AND DAMAGES: -**

Under the agreement, contractor shall be responsible for loss or damage to the plant until the plant is taken over after expiry of the contract period. The bidder shall also, during the contract period, be liable for all responsibilities for damages covering personal injury, death and property damage. No compensation shall be given by UREDA to the contractor or the staff for death/accident of any employee hired by the contractor.

### **SC –A 6.8. GRAFTS AND COMMISSIONS ETC.:-**

Any graft, commission, gift or advantages given, promised or offered by or on behalf of the contractor or his partner, agent, officer, director, employee or servant or any one of those on their behalf in relation to the obtaining to the agreement with owner shall in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other agreements and also to payment of any loss or damage to the owner resulting from any cancellation.

### **SC –A 6.9. SUSPENSION OF WORK**

The owner reserves the right to suspend and reinstate execution of the whole or any part of the works without invalidating the provisions of the agreement. Orders for suspension or reinstatement of the work will be issued by the Engineer to the contractor in writing. The time for contract will be extended for a period equal to duration of the suspension.

### **SC –A 6.10. ACCESS TO SITE**

Possession of the project ‘s civil works, E&M works T&D lines shall be accorded to the contractor by the owner. Contractor shall make suitable arrangements to access the work site. These project site is located in remote area of high hills of Uttarakhand where motor

head is 17 Km from GauriKund. Contractor has to arrange his own arrangements for reaching the site and transportation of material and consumables up to site.

**SC –A 6.11. DEFENSE OR SUITS**

If any action in court is brought against the Owner or Engineer or an officer or agent of the owner, for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the agreement, or for damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representatives or his- contractors, or in connection with any claim based on lawful demands of sub-contractors workmen or employees, the contractor shall in all such cases indemnify and keep the owner, and the Engineer and/or his representatives harmless from all losses, damages & expenses arising of such action.

**SC –A 6.12. LEGAL COMPLIANCES**

The contractor shall comply with all prevailing Electricity Act and the rules made there under. He will also comply with the rules framed by the govt. of Uttarakhand and directions of Electrical Safety Department.

**SC –A 6.13. PART OF AGREEMENT**

General conditions of Agreement, Special Conditions of Agreement, Technical Specifications and Drawings, Instructions to the bidders, Price Schedule and Salient Features of project, are the part of this agreement

**SC –A 6.14. SITE BUILDING, STORAGE, WORKSHOPS**

No site office/ residential facility shall be provided by the owner. Contractor has to make his own arrangements for boarding / lodging /office, store etc.

**SC –A 6.15. LIFTING FACILITIES**

The contractor will use his own lifting facilities for maintenance / repair of all the equipments.

**SC –A 6.16.** The bid evaluation /selection criterion will be the minimum per unit rate quoted by the contractor/bidder for deliverable/generation units.

**SC –A 6.17.** In case of Projects where the equipment has been setup by UREDA to flow the electricity produced from it to the grid, the amount of electricity received from grid will be divided between Lease Holder and UREDA. UREDA shall not accept less than 50% & More than 75 % of the tariff rates of UERC. UREDA shall consider for giving the work award to the lease holder giving maximum share.



## **SPECIAL CONDITIONS OF CONTRACT ( PART – B )**

### **SC B 6.1. CONTRACTOR SATISFACTION:**

The bidder should entirely satisfy himself that the complete project is in working condition, the power can be Generated, Controlled, Transformed, and Transmitted & Distributed to the beneficiaries. The energy generated can also be sold and the payments are realized. The generated /distributed power should follow the standard parameters as per practices prevailing in India.

### **SC B 6.2. TAKING OVER CERTIFICATE:**

Immediately after the acceptance of the LOI / LOA followed by signing of the contract agreement, the project will be handed over to the contractor for operation & maintenance at the earliest but in no case later than 30 (thirty) days.

A taking over certificate will be issued by the contractor certifying that the complete project has been taken over in working condition.

### **SC B 6.3. HANDING OVER CERTIFICATE**

After expiry of the contract period, the contractor shall hand over the project to the owner in working condition. Normal wears & tears of parts where an acceptable as per the standard preceding/codes shall be acceptable. The project must be in the working condition and it should not require any repair work immediately. Therefore, project must be in similar condition as at the time of taking over except normal wear and tear occurred due to proper running of machines. If any part is damaged the same must be replaced with new one by the contractor. A certificate will be issued to the contractor by UREDA for the same.

### **SC B 6.4. ARRANGEMENT OF MANPOWER**

The contractor will arrange the requisite and adequate manpower for operation & maintenance. The persons should be suitably skilled, qualified & experienced. However, number of staff and suitability of the candidates shall be decided by the concerned SPO/ Engineer through an interview conducted by the contractor, before the deployment depending upon the project to ensure proper handling of the plant and water conduction system owned by

### **SC B 6.5. ARRANGEMENT OF CONSUMABLES & SPARES**

All consumables & spares for successful operation & maintenance, such as transformer oil, turbine oil, battery water, grease, fuse wire and spares etc. will have to be arranged by the contractor at his own cost.

### **SC B 6.6. ARRANGEMENT OF NEW CONNECTIONS (Not applicable)**

If any new connections are to be re-contracted after the agreement, the same will be re- contracted only after approval of UREDA and deposition of necessary security by users / applicant in prescribed format and in required no. of copies. (1 to UREDA, 1 to Contractor, 1 office copy format supplied by on payment by Contractor).

### **SC B 6.7. ARRANGEMENT OF INSURANCE**

The contractor shall immediately inform UREDA for any loss against electro-mechanical equipment, civil works and materials caused by fire, burglary, flood, earthquake and riot and such other risks during the period of its operation by the contractor at his cost. Contractor shall arrange insurance policy against such losses. Proper loss intimation comprises of proximate cause of loss, extent of damages, time and date of loss and estimated cost of damages shall be informed by the contractor within 48 hours to concerned SPO/Engineer in writing.

**SC B 6.8. ARRANGEMENT OF TOOLS & PLANTS**

The contractor will arrange complete tools & plants for proper operation & maintenance of the project.

**SC B 6.9. COLLECTION OF PAYMENT**

UREDA shall raise monthly bills to UPCL prepared on the basis of joint meter reading (JMR) signed with the representative of UPCL and will collect the payments. JMR comprises of last reading and current reading with multiplying factor of the energy meter, energy meter details, energy export to UPCL and energy import from UPCL shall be signed with contractor on 1<sup>st</sup> day of each month.

**SC B 6.10. ENERGY TARRIFS**

Energy tariff shall be as decided by UERC.

**SC B 6.11. PERFORMANCE SECURITY:**

At the time of signing the agreement, the contractor shall have to deposit a sum of Rs.20,0000.00(Rupees Two lakh only) in the form of FDR/CDR/NSC or bank guarantee from any scheduled /nationalized bank valid for a period 84 months. The performance security shall be released only after expiry of the contract period & furnishing of the handing over certificate. In case of additional period extended up three more years, contractor has to extend the validity of performance security accordingly prior to completion of first seven years. The per-forma is given as form-III under Section-I. At this time Earnest money deposited shall be released.

**SC B 6.12. TERMINATION FOR DEFAULT:**

If, at any time during the validity of this contract, it is reflected that the operation & maintenance of the project is not being carried out as per the general practice, UREDA will terminate the contract.

If the contractor fails to perform any other obligation(s) under the contract, UREDA will terminate the contract and security shall be forfeited.

## **GENERAL CONDITIONS OF CONTRACT**

The 'Contract' means the documents forming the tender and acceptance there of and the formal agreement executed between the Engineer on behalf of the UREDA and the Contractor, together with the documents referred to therein, including these conditions, the specifications, designs, drawing and instructions issued from time to time by the Project Officer/ Engineer-in-charge and all these documents taken together shall be deemed to form on contract and shall be complementary to another.

These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the agreement

### **GC 6.1 SECURITY DEPOSIT**

Clause I:

The Contractor shall permit UREDA at the time of making any payment to him for WORK done under the contract to deduct such Sum on account of Security Deposit as along with the sum already deposited as earnest money will amount :-

Five percent of the gross amount will be deducted from contractors running bill as security . The security will not be deducted from the contractors running bill if contractor deposits FDR/ Bank Guarantee of equivalent amount.

The amount of the Security money shall if not be withheld on account of breach of contract be refunded after six months of the date of completion of the works or after payment of the final bill, whichever is later or as decided by the Engineer of the Contract.

Provided that in case the payment of the final bill is not made within six months of the completion of the work, 50% of the amount of the security money can be refunded with prior approval of the authority next higher to the Engineer of the contract on behalf of the UREDA when final measurements of work are taken and work approved by the Engineer of the Contract.

All compensations or other sums of money payable by the Contractor to UREDA under the terms of contract shall be deducted from, or paid by the sale of a sufficient part/of his security deposit or from the interest arising there/from or from any sums which may be due or may become due to the Contractor by UREDA on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter make good in cash or Government Securities endorsed as aforesaid any sum or sums which may have been deducted, or raised by sale of his security deposit or any part thereof

### **GC 6.2. COMPENSATION FOR DELAY AND DATE OF START**

Clause 2:

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date of start on which the order to commence work is given to the contractor. The date of start shall be given by Engineer of the Contract within a reasonable time which will ordinarily be 07 (seven) days in case of minor works and 15 (Fifteen) days in case of major works from the date of issue of letter of intent accepting the tender. Any failure on the part of the UREDA in making order for commencement of work within reasonable time will not be considered as breach of Contract, if the Contractor commits default in commencing the execution of the work as aforesaid. UREDA shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely. The work shall through-out the stipulated period of the Contract be proceeded with all due diligence (time being deemed to be the essence of the Contract on the part of Contractor) and the Contractor shall pay as compensation an amount equal to any percent or such smaller amount as the as the Engineer of the Contract on behalf of the

UREDA (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work shown by the tender FOR EVERY day that work remains uncompleted or unfinished and further, to ensure good progress during the execution of the work the Contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete one-fourth the value of the whole of the work within ten days from the date of written order to commence the work one half the value of the whole of the work within fifteen days from such date and three fourths the value of the work within twenty one days from such date. In the event of the Contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Engineer of the Contract (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided that before taking action under this clause the Engineer of the Contract, shall give a notice of 15 days in writing to the Contractor and provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed the maximum amount of security i.e. 5% of the estimated cost of the work.

### **GC 6.3 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED**

#### Clause 3

(1) The Engineer of the Contract or the Engineer-in-charge shall have the power to determine the contract in any of the following cases:

(a) If the Contractor having been given by the Engineer of the contract a notice in writing (which notice under the hand of the Engineer-in-charge or communicated through the Sub- Divisional Officer/ Assistant Engineer shall be conclusive evidence) to rectify &, reconstruct, or replace any defective work, or any work damaged by any reason whatsoever, or that the work is being performed in any inefficient manner or otherwise improper or unworkman like manner shall omit to comply with the requirements on such notice for a period of Seven days of such notice or if the Contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date of completion, or he has already failed to complete the work by that date.

(b) If the contractor being a company shall pass a resolution, or the Court shall make an order that the Company shall be wind up, or if a Receiver or a Manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the Court or Creditor to appoint a Receiver or Manager, or which entitle the Court or Creditor to appoint a Receiver or Manager, or which entitle the Court to make a winding up order.

(c) If the Contractor, commits breach of any of the terms and conditions of this contract other than those mentioned in sub-clause (a) above

(d) If the contractor, commits any act mentioned in Clause (2) hereof.

(2) When the contractor has made himself liable for action under any of the cases aforesaid the Engineer of the contract or the Engineer-in-charge shall have right to adopt any one or more following courses as he may deem best suited to the interest of UREDA, besides such other rights which may be available under other provisions of law.

(i) To determine or rescind the contract as aforesaid of which termination or rescission notice in writing to the Contractor under the hand of the Engineer-in-charge or communicated through the Sub-Divisional Officer/Assistant Engineer, shall be conclusive evidence. Upon such determination or recession the performance security deposit of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of the UREDA.

(ii) To employ labor paid by the Department and to supply materials to carry out the work or any part of the works debiting the Contractor with cost of the labor and the price of the materials (of the amount of which cost and price the certificate under the hand of the Engineer-in-charge, or communicated through the Sub-Divisional Officer/Assistant Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and the same rates as if it had been carried out by the contractor under the terms of his contract.

The certificate of the Engineer in-charge as to the Value of the work done shall be final and conclusive against the Contractor, provided always that action under this sub-clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the Department are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the contractor.

(iii) After giving notice to the contractor to measure up the work of the Contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another Contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the UREDA under this contract or from any other account whatsoever or from his security deposit, or the proceeds of sales thereof or a sufficient part thereof as the case may be.

(3) In the event of any one or more of the Courses mentioned in sub clause (2) above being adopted by the Engineer-in-charge the Contractor shall have no claim to compensation for any loss sustained by reason of this having purchased or procured any materials or entered into the any engagements or made any advances on account or with a view to the execution of the work or the performance of Contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

#### **GC 6.4 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE -3**

##### **Clause 4**

In any case in which any of the powers conferred upon the Engineer of the Contract on behalf of the UREDA or the Engineer-in-charge by clause - 3 hereof shall have become exercisable and the same are not exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof, and such power shall be exercisable in the event of any future case of default by the contractor for which by any clause or clauses here of he is declared liable to pay compensation and liability of Contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-charge putting in force all or any of the power vested in him under preceding clause; the Engineer-in-charge may if he so desires take possession of all or any tools, plants materials or any stores in or upon the works or the site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in count, at the contract rates or in the case of these not being applicable, at current market rates to be certified by the Engineer-in-charge whose certificate shall be final otherwise the Engineer in Charge may by giving notice in writing to the Contractor, or his clerk of the works, foreman, or other authorized agent require him to remove such tools, plant materials or stores from the premises (with in a time to be specified in such notice) and in the event of the Contractor failing to comply with any such requisition the Engineer-in-charge may remove at the Contractor's expense or sell them by auction or private sale on the account of the Contractor and at his risk in all respects, and the certificate of the Engineer-in-charge as to the expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the Contractor.

## **GC 6.5 EXTENSION OF TIME**

### Clause 5

If the Contractor shall desire an extension of the time for completion of the work, he shall apply in writing to the Engineer of the contract through the Engineer-in-charge under registered cover within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid, and the S.P.O. shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time within three months from the date of submission of application for the extension of time should be limited to safeguard the interest at completion of work, provided always that if there contractor continues to perform the work beyond the date of completion or the extended date, as the case may be without obtaining approval for extension as aforesaid the right of the UREDA to claim compensation under clauses -3 shall not be deemed to have been waived.

## **GC 6.6 PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES**

### Clause 6

No payment shall be made for works estimated to cost less than rupees one thousand till after the whole of the works shall have been completed and certificate of completion given. But in case of works estimated to cost more than rupees one thousand, the Contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof that approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. But all such intermediate payment shall be regarded as advance payments for works actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and takeaway and reconstructed or re erected or it shall not be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim, nor shall it determine or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the account or otherwise or in any other way vary or affect the contract.

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the work or the date of the certificate of completion furnished by the Engineer- in-charge and payment shall be made within three months of the submission of the such bills if the amount of the contract plus that of the additional items is up to Rs. 3 lacs. and six months if the same exceeds Rs. 3 lacs. If there shall be any dispute about any item of the work then the undisputed item or items only shall be paid within the said period of three months or six month as the case may be, the contractor shall submit a list of the disputed items, within 30 days from the disallowance thereof and if he fails to of so, claim shall be deemed to have been fully waived and absolutely extinguished. on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof that approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. But all such intermediate payment shall be regarded as advance payments for works actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and takeaway and reconstructed or re erected or it shall not be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim, nor shall it determine or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the account or otherwise or in any other way vary or affect the contract.

### **GC 6.7 BILL TO BE SUBMITTED MONTHLY**

#### Clause 7

A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may get the said work measured up in the presence of the Contractor, whose counter signature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare bill from such list which shall be binding on the Contractor in all respect.

### **GC 6.8 CONTRACTOR TO BE GIVEN A WEEK TIME TO FILE OBJECTION TO THE MEASUREMENT RECORDED BY THE DEPARTMENT**

#### Clause 8

Before taking any measurement of any work as has been referred to in clause 6, 7 & 8 hereof, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the Contractor. If the Contractor fails to remain present at time of measurement after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then and in any event the measurement taken by the Engineer-in-charge or by the subordinate deputed by him as the case may be, shall not withstanding the provision in clause 8 and the measurement taken by the Engineer-in-charge or by the subordinate deputed by him be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

### **GC 6.9 BILLS TO BE ON PRINTED FORMS**

#### Clause 9

The contractor shall submit all bills on the printed forms to the office of the Engineer-in-charge and the charges in the bill shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rates hereinafter provided for such work

## **IMPORTANT**

No extra items shall be executed /started by Contractor without written permission and decision of rates failing which the contractor shall be responsible for any expenditure incurred or risk involved. As such the Contractor is strictly prohibited to start extra-items without written permission and decision of rates by Director/S.P.O. All extra items shall be submitted to Director/S.P.O UREDA of the Contract under registered cover and decision of Director/ S.P.O. of the UREDA in this matter shall be final.

Any violation of this Clause will mean breach of the contract.

## **GC 6.10 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK TO BE CARRIED OUT**

### **Clause 10**

If at any time after the commencement of the work the Engineer of the contract on behalf of UREDA shall for reason whatsoever not require the whole or part work thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantages, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternation having been made in the original specification, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated nor shall he have any claim to compensation by reason of his having purchased or procured material with a view to the execution of the work or the performance of the contract. But the Engineer-in-charge shall have the option to take over the materials at site, if of approved quality and not in excess of the requirement of the work and to pay to the Contractor the actual cost thereof (of the amount of which cost certificate by the Engineer-in-charge shall be binding on the contractor). In the event of this option not being exercised, the contractor may submit to the Engineer-in-charge, within one month of date of the order closing down the work a detailed statement of the loss that he estimates he will sustain by removing selling, or otherwise disposing off the materials. The estimate will be forwarded to the chief Engineer who will decide what sum, if any should as a matter of grace be paid to the contractor the compensate him for the loss suffered by him, and the decision of SPO UREDA shall be final and binding on the Contractor.

## **GC 6.11 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK**

### **Clause 11**

If it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description of that materials or any articles provided by him for the execution of the work unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract the Contractor shall, on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of not withstanding & that the same may have been in adherently passed, certified, and paid for forth with rectify or remove and reconstruct the work so specified in whole or in apart as the case may require, or as the case may be, remove the materials or articles so specified and provided other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so with in a period to be specified by the Engineer-in-charge in his demand aforesaid, then the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove and re- execute the work or remove and replace with other materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.



## **GC 6.12 ACCEPTANCE OF SUB STANDARD WORK & CAUSING TECHNICAL EXAMINATION OF WORK**

### **Clause 12**

UREDA shall have the right to accept at reduced rate sub-standard or defective work, and to cause and audit and technical examination of the work and the running and final bills of the Contractor including all supporting vouchers, abstracts etc., to be made before or after the payment of the final bills and, if as a result of such acceptance of Sub-standard or defective work, audit and technical examination, any sum is found to have been overpaid in respect of any work claimed to have been done by him under the contract but found not to have been actually executed, the Contractor shall be liable to refund the amount of the over payment and it shall lawful for UREDA to recover the same from him in the manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it the amount of such under payment may be paid by UREDA to the Contractor.

Provided that the sub-standard or defective work which is not ultimately considered to be seriously defective by the Engineer-in-charge and the rate of the work so accepted is suitably reduced by him to compensate the UREDA, such reduction will be binding on the Contractor.

## **GC 6.13 WORKS TO BE OPEN TO INSPECTION & CONTRACTOR'S RESPONSIBLE AGENT TO BE PRESENT**

### **Clause 13**

All work under or in the course of execution, or executed in pursuance of contract shall at all times be open to the inspection by Senior Officers and Supervision of the Engineer-in-charge and his subordinates, and the Contractor shall at all times during the usual working hours, and at all other time at which reasonable notice of Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing present for that purpose. Order given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

## **GC 6.14 NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP**

### **Clause 14**

The Contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions there of be taken before the same is so covered up or place beyond the reach of measurement and shall not cover up or place beyond the reach of measurement of any work without the consent in writing of the Engineer-in-charge or his subordinate in-charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Contractor's expenses, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

## **GC 6.15 CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS FOR SIX MONTHS AFTER COMPLETION CERTIFICATES**

### **Clause 15**

If the Contractor or his authorized agents or laborers or servants shall break, injure or destroy any part of a building on or in which they may be working or any building, road, fence enclosure or grass land or cultivated ground continuous to the premises on which the work or any part is being executed or if any damage shall happen to the work while in progress from any cause whatever, or any defect, shrinkage or other faults appear in it within six months after a final certificate or otherwise its completion shall have been given by the Engineer-in-charge as aforesaid, the Contractor shall make the same good at his own expense, or in

default, the Engineer-in-charge may cause the same to be made good by other workman and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may then or at any time thereafter become due to the Contractor or from his security deposit, or the proceeds of sale thereof sufficient portion thereof in any other manner, legally permissible.

#### **GC 6.16 CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING ETC.**

##### **Clause 16**

The Contractor shall supply at his own cost all materials (except such special materials, if any as may in accordance with contract supplied from the Engineer-in-charge's store), plant, tools appliances, implement, ladders, cordage, tackle, scaffolding and temporary works requisites for proper execution of the work, whether original, altered or substituted and whether included in the specification or the documents forming part of the contract or referred to in these conditions or not, which may be necessary for the purpose of satisfactory execution of work or complying with the requirements of the Engineer-in-charge as to any matter to which under these conditions he is entitled to be satisfied or which he is entitled to require, together with carriage thereof to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials.

#### **GC 6.17 CONTRACT MAY BE RESCINDED & SECURITY DEPOSIT FORFEITED FOR SUBLETTING, BRIBING OR IF CONTRACTOR BECOMES INSOLVENT**

##### **Clause 17**

The contractor shall not be assigned or sublet without the written approval of the Engineer of the Contract. And if the Contractor shall assign or sublet his contract or attempts to do so or become insolvent or commence any insolvency proceeding or make any composition -with his creditors or attempts to do so or if any bribe gratuity gift loan perquisite reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Contractor, or any of his servants or agents to any public officer or person in the employment of the UREDA in any way relating to his office or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer of the Contract may thereupon by notice in writing rescinded the contract, and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of UREDA and the same consequence shall ensure as if the contract had been rescinded under clause-

3 hereof, and in addition the Contractor shall not be entitled to recover or be paid for any work thereto or for actually performed under the contract.

**Clause 18** For execution of the work, the Contractor shall not employ any labor under 12 years of age and within the limits of any cantonment any female laborers. For every breach of this convenmant the Contractor shall be liable to pay by way of liquidated damages such sum not exceeding fifty rupees as the Engineer-in-charge may fix and the Engineer-in-charge may recover such by deduction form any sums which may be due or may at any time thereafter become due to the Contractor.

**Clause 19 (a):** The Contractor shall pay to his laborers a fair wage and shall supply every labor employed by him with a wage-card on which the rate of wages, the attendance and payments will be entered.

**Clause 20 (b):** The Contractor before he commences work, shall paste in conspicuous place of the work a notice giving the rates of wages which shall not be less than the minimum wages are applicable, the wages will be such as may be certified as fair wages by the Engineer-in-charge and shall send a copy of a notice to the Engineer-in-charge.

**Clause 21:** The Contractor shall be bound by all statutory provisions with regard to the period for which wages shall be paid and deduction from wages.

**Clause 22:** The Contractor shall comply with all labor laws as applicable at the site of the work.

**Clause 23:** In respect of all labor directly or indirectly employed in the work for the performance of the Contractor's part of this agreements, the Contractor shall comply with or cause to be complied with all the directives issued by the UREDA from time to time for the protection of health and sanitary arrangements for workers employed by the UREDA and its Contractors.

**Clause 24:** Leave and pay during leave of all labour employed by the Contractor shall regulated as per provisions of labour law in force.

**Clause 25:** The Contractor shall at his own cost provide his labour with a sufficient number of huts (therein after referred to as the camp) of the specifications approved by Engineer-in-charge on a suitable plot of land to be approved by the Engineer-in-charge. The camp shall be consisting of provisions like suitable ventilated huts with cooking places, proper latrines and urinals, washing & bathing platforms, adequate water supply arrangement for labour, proper place for disposal of garbage, proper drainage and sanitation of the camping area provided by the Contractor.

If the Department is not satisfied with your working, the Department will have right to give you prior notice of one month. Your agreement will automatically terminate on completion of one month of acknowledgement of such notice by you.

## **LABOUR**

### **Facilities for Staff and Labor**

The Contractor shall be exclusively responsible for the safety, provision of civil amenities and decent living conditions for the labor which is employed by the Contractor in strict compliance of all relevant law for the time being in force.

### **Health and Safety**

(a) The Contractor shall throughout the contract (including the Defect Liability Period):

(i) Ensure that the medical staffs first aid facility, sick bay and ambulance service are available at all the times at sites. Contractor shall send to Engineer in Charge details of any accident as soon as practicable after its occurrence

(ii) Conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labor (including all the

Contractor's employees, all Sub-Contractors and Employer's and Project Manager's' employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to Sexually Transmitted Diseases (STD) or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular;

(iii) Provide male or female condoms for all Site staff and labor as appropriate; and

(iv) Provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labor.

The Contractor shall include in the program to be submitted for the execution of the Facilities an alleviation program for Site staff and labor and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation of this program shall not exceed the Provisional Sum dedicated for this purpose.

#### **GC 6.18 CHANGES IN CONSTITUTION OF FIRM**

##### Clause 26

In the case of tender by partners any change in the constitution of the Firm shall be forth with notified by the Contractor to the Engineer-in-charge for his information.

#### **GC 6.19 WORKS TO BE EXECUTED UNDER THE DIRECTION OF ENGINEER-IN-CHARGE**

##### Clause 27

All works to be executed under the contract shall be executed under the direction of Engineer-in-charge and subject to the approval in all respects of the Engineer of the contract for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

#### **GC 6.20 PROTESTS**

##### Clause 28 (a)

If the Contractor considers any work demanded of him to be outside the requirements of contract or considers any record or ruling of the Engineer-in-charge or of his subordinates to be unfair, he shall immediately upon such work being demanded or such record or ruling being made, ask in written for writing instructions or decisions whereupon he shall proceed without delay to perform the work or confirm to the record or ruling and within twenty days (20 days) after date of receipt of the written instruction or decisions he shall file a written protest with the Engineer-in-charge with a copy to Engineer of the contract stating clearly and in detail the basis of his objections, except for such protests or objections, as are made on record in the manner herein specified, and within the time limit stated the records, rulings instructions, or decisions of the Engineer of contract, shall be final and conclusive, instructions and or decision of the Engineer-in-charge contained in letters transmitting

drawing to the contractor shall be considered as written instruction on decisions of the Engineer of the contract shall be considered as written instructions on decisions of the Engineer of the contract subject to protest or objections as wherein provided.

##### Clause 29 (b)

If the Contractor is dissatisfied with the final decision of the Engineer of the Contract in pursuance of clause 32 (a) the Contractor may within twenty-eight day (28 day) after receiving notice of such decision, give notice in writing requiring that the matter be submitted to arbitration as envisaged in clause 34 and furnish detailed particular of the dispute or difference specifying clearly the point at issue. If the Contractor fails to give such notice within the period of twenty eight days as stipulated above the decision of the Engineer of Contract shall be conclusive and binding on the Contractor.

## **GC 6.21 ARBITRATION**

Clause 33

### **a) Rules of procedure for arbitration proceedings:**

Any dispute arising in the present contract shall be referred to the Arbitration . The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act 1996 (Indian Act no. XXVI of 1996) or any statutory modifications there to. The venue of arbitration shall be at Rudraprayag (India) and Courts at Rudraprayag with High Court of Uttarakhand at Nainital shall exclusively have the jurisdiction regarding dispute pertaining to this contract. The jurisdiction of other courts is specifically outset. The award of the arbitral tribunal shall have the same effect as given in the Arbitration and Conciliation Act 1996.

### **b) Appointment of Arbitrator and conduct of arbitration:**

The arbitration shall be carried out by the Arbitral Tribunal consisting of Sole Arbitrator appointed by the Chairman of UREDA or any person authorized by him in this behalf in accordance with the Arbitration and Conciliation Act, 1996 (Indian Act No.XXVI of 1996) as amended from time to time

## **GC 6.22 COURT OF COMPETENT JURISDICTION**

Clause 34 (a)

“All disputes arising out of and touching or relating to the subject matter of this agreement shall be subject to the jurisdiction of local courts at Rudraprayag and High Court of judicature at Nainital only”.

## **GC 6.23 STANDARDS**

The works executed under this agreement shall conform to the standards mentioned in the technical specification and when no applicable standard is mentioned to the authoritative standard appropriate to the goods, the latest version of Indian Standard Institute or Bureau of Indian Standards shall be applicable.

## **GC 6.24 USE OF AGREEMENT AND INFORMATION**

The bidder shall not, without the UREDA’s prior written consent, disclose the agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the owner in connection therewith, to any person other than a person employed by the participant in the performance of the agreement. Disclosure to any such employed person shall be made in confidence and shall extent only so far as may be necessary for purpose of such performance.

The bidder shall not, without the UREDA’s prior written consent, make use of any document or information enumerated in para 4.1 except for purposes of performing the agreement.

Any document, other than agreement itself, enumerated in para 4.1 shall remain the property of the UREDA and shall be returned (in all copies) to the owner on completion if so required by the participant.

## **GC 6.25 PATENT RIGHTS AND ROYALTIES**

The participant shall indemnify the UREDA against all third party claims of infringement of patent, royalties, trademarks or industrial design rights arising from use of the goods, drawing or any part thereof.

## **GC 6.26 INSPECTION & TESTS**

The Owner or its representative shall have the right to inspect and / or to test the goods to confirm their working condition.

The inspections and tests may be conducted annually. All reasonable facilities and assistance shall be furnished to the inspectors at no charge to the Owner. Expenditures so occurred for such inspection shall be accountable to the bidder and no claim on such purpose will be entertained by the UREDA

Should any inspected or tested goods fail to conform to the specifications the bidder shall either replace the rejected goods or make all alternations necessary to meet specifications requirements free of cost to the owner.

#### **GC 6.27 SUB CONTRACTS**

The bidder shall not sub contract the work to any other party.

#### **GC 6.28 GOVERNING LANGUAGE AND MEASURES**

The agreement shall be written in the language of the bid i.e. English as specified by the owner in the instructions to Bidders, that English version of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the agreement which are exchanged by the parties shall be written in that same language. Metric system of standards shall be used exclusively in the agreement.

#### **GC 6.29 APPLICABLE LAW**

The agreement shall be interpreted in accordance with the laws of the owner's country i.e. India. High Court Nainital shall have exclusive jurisdiction in all matters arising under this agreement.

#### **GC 6.30 NOTICES**

Any notice given by one party to the other pursuant to the agreement shall be sent in writing or by telegram or fax / cable and confirmed in writing to the address specified for that purpose in the special condition of agreement. A notice shall be effective when delivered or on the notice's effective date which ever is later.

#### **GC 6.31 PARTICIPANT TO INFORM HIMSELF FULLY**

The participant or the bidder shall be deemed to have carefully examined all documents to his entire satisfaction. If he shall have any doubt as to the meaning of any portions of the document, he shall before signing the agreement, set forth the partitions thereof and submit them to the owner in writing, in triplicate, in order that such doubt may be removed. The owners will provide such clarifications as may be necessary in writing to the bidder. Any information otherwise obtained from the engineer shall not in any way relieve the participant of his responsibility to fulfill the obligations under agreement. Necessary Stamp duty required as per the rules will be paid by the bidder / contractor.

#### **GC 6.32 OPERATION & MAINTENANCE OF STATIONS:**

Round the clock operation & maintenance of plant and equipments shall be carried out by the CONTRACTOR in accordance with manufacturer's instructions, relevant safety codes, Indian Electricity Act, Indian Electricity Rules, UREDA's instructions and prudent utility practices etc. to minimize down time and to optimize the quality generation from the plant.

#### **GC 6.33 OPERATION OF STATIONS**

Round the clock operation of the plant will generate power and a continuous monitoring of instrumented data will ensure the quality of the electricity generated/delivered by Small Hydro Power Station. The kWh generated at the plant (kilo watt hours, represents the quantum of energy generated) will be recorded by instrumented panels and also in the log sheets manually. The total quantum of energy from 0.00 hrs of 1<sup>st</sup> April of any year to 24.00 hrs of 31<sup>st</sup> March of the following year will form the basis of aggregated energy outputs in the annual cycle of the unit operation in the plant. For an incomplete year the total quantum of energy from the time and date on which a particular Power Station is handed over to the CONTRACTOR upto the following 24.00 hrs of 31<sup>st</sup> March or from 00.00 hrs. of 1<sup>st</sup> April to the following time and date on which the Power Station is handed over back to the UREDA, will form the basis of aggregated energy output. The energy from unit will represent the aggregated energy output of each plant. The monthly outputs will be reckoned in the same manner based on English calendar months.

Besides the above the CONTRACTOR shall ensure continuous monitoring and recording on hourly basis of all important parameters as instructed by the UREDA from time to time such as water levels upstream and downstream of the Power Station, discharge in main canal and through bye pass (if any), bye-pass gate position, readings of kW, kVA, kVAR, kWh, voltage, current, power factor, frequency meters of each generating unit, turbine runner blade opening, pressures & temperatures of equipments, readings of export and import energy meters installed at interconnection point, etc. The CONTRACTOR shall furnish the requisite Performa/formats of log sheets for recording important parameters for approval of the UREDA within 15 days after issue of the letter of intent, which become part of the Contract Agreement.

The CONTRACTOR shall maintain a proper logbook at each Power Station for recording readings of various instruments/gauges etc. and for recording all operations as and when they occur including scheduled outages, maintenance outages, forced outages, toppings and temporary interruptions in delivery of energy and reasons thereof. The UREDA shall approve the format of the logbook.

The CONTRACTOR shall provide all required stationery, log books, formats etc. at his own cost.

UREDA shall not be held responsible by the CONTRACTOR for any failure of UPCL to meet the requirements set forth in next paragraphs, and due to any fluctuations or failure resulting from UPCL grid. Should the level of fluctuations of electricity supply in the grid exceed the limits, for an excessively long period, both parties shall meet and study the issue to evolve suitable solutions jointly with UPCL. However, the safety of the generating plant and equipment shall be the responsibility of CONTRACTOR.

#### **GC 6.34 MAINTENANCE OF STATIONS**

Round the clock maintenance (routine, preventive, breakdown and capital maintenance) of all plant and equipments including hydro mechanical gates including removal of silt from water conductor system shall be carried out by the CONTRACTOR in accordance with manufacturer's instructions, manufacturers procedures, relevant safety codes, Indian Electricity Act, Indian Electricity Rules, UREDA's instructions, prudent utility practices etc.

#### **GC 6.35 ROUTINE, PREVENTIVE, BREAKDOWN MAINTENANCE:**

**ROUTINE AND PREVENTIVE MAINTENANCE** shall include such checks and maintenance activities round the clock on hourly, shift wise, daily, weekly, fortnightly, monthly, quarterly, half yearly, and yearly basis which are required to be carried out on all the components of the Power Station to minimize breakdowns and to ensure smooth and trouble free running of the Power Station. The CONTRACTOR shall be responsible to carry out routine and preventive maintenance and replacement of oils of each and every component / equipment of the Power Station and he shall provide all labour, material, consumables etc. for routine and preventive maintenance at his own cost.

**BREAKDOWN MAINTENANCE** shall mean the maintenance activity including repairs and replacement of any component or equipment of the Power Station which is not covered by routine and preventive maintenance and which is required to be carried out as a result of sudden failure/breakdown of that particular component or equipment while the plant is running. The CONTRACTOR shall be responsible to carry out breakdown maintenance of each and every component of the Power Station and he shall provide the required manpower, materials, consumables, components or equipment etc. for breakdown maintenance at his own cost irrespective of the reasons of the breakdown/failure.

**CAPITAL MAINTENANCE** shall mean the major overhaul of any component or equipment of the power plant, which is not covered by routine, preventive and breakdown maintenance which may become necessary on account of excessive wear & tear, erosion of underwater parts, cavitations and aging. The capital maintenance of power plant and all civil structures shall normally be planned to be carried out during annual canal closure. For this purpose a joint inspection of the UREDA and CONTRACTOR shall be carried out of all the major components of the power plant, about two months in advance of the annual canal closure, in order to ascertain as to which components of the power plant require capital maintenance. In this regard the decision of the UREDA will be final and binding. However, if the condition of any plant and component warrants its capital maintenance at any other time, a joint inspection of the UREDA and CONTRACTOR shall be carried out immediately on occurrence of such situation and capital maintenance shall be carried out by arranging the shutdown of the plant /part of the plant, if required, in consultation with concerned authorities. The decision of the UREDA shall be final and binding. CONTRACTOR shall not carry out the capital maintenance of the Power Station himself and the expense incurred by the contractor in capital maintenance shall not be borne by UREDA. The UREDA will be free to take expert opinion of the manufacturers of plant and equipments during joint inspection in order to ascertain the quantum and nature of the said capital maintenance to be carried out. UREDA will also be free to obtain the supervision for capital maintenance from manufacturers of plant and equipment any expert agency.

The CONTRACTOR shall use all reasonable efforts to give advance notice to the UREDA and to the UPCL to the extent possible of any unscheduled / scheduled outage of the plant as soon as possible before/after the outage and shall provide the UREDA and the UPCL with an estimated duration for such outage. The scope of such outage shall also be intimated. This shall be done by telephonic communication followed by letter.

The CONTRACTOR is to carry out regular maintenance and overhauls of the plant as per recommended schedules and procedures of the equipment suppliers and as per approved schedules by the UREDA. The schedule of maintenance and overhauls which require plant shut down shall however be intimated to the UREDA and also to the UPCL Load Dispatch Centre to which the Plant is attached. For scheduled maintenance and overhauls the CONTRACTOR will take prior approval of the UREDA.

- a) The CONTRACTOR will be responsible to dispose off the trash dumped at trash pit by the trash-cleaning machine at a suitable place as proposed by the UREDA.
- b) The CONTRACTOR will maintain inspection books at each plant for recording of instructions given by the UREDA during inspections.
- c) The UREDA intends setting up date transmitting & real time information facilities for monitoring the O&M of the plant. The UREDA will maintain & provide full support for its maintenance & upkeep.
- d) The plant will be operated & maintained the plant within the design limits.
- e) In case of UREDA observes any shortfall in the maintenance and operation response including inadequacy of staff or their capacity to perform, the UREDA has right to record the same in the inspection book or issue instructions for rectification of the same by the CONTRACTOR.

#### **GC 6.36 DELIVERABLE ENERGY / SALEABLE ENERGY**

Deliverable energy shall be the energy delivered by power station at the "Interconnection point and as measured by the export/import energy meter installed at the "Interconnection point."

The deliverable energy shall mean the electrical energy generated by power station, as measured at generator(s) terminals less the summation of the following:

- (i) Actual auxiliary consumption for the bonafide use of the auxiliaries, lighting and ventilation in the power station.
- (ii) Transformation losses (from generation voltage to transmission voltage) of the step up transformer.



The total bonafide auxiliary consumption and transformation losses shall be at actual subject to an overall limit of 1.5% of the energy generated and metered at generator terminals during one calendar year (from 0.00 hrs. of 1<sup>st</sup> April of a year up to 24.00 hrs of 31<sup>st</sup> March of the following year). In case the CONTRACTOR uses the energy generated for his personal use such as residential premises etc. the same shall be payable by the CONTRACTOR to the UREDA at the rate of UPCL tariff.

For this purpose readings of energy meters installed at each generator terminal and export and import energy meters installed at "interconnection point" shall be taken on monthly basis jointly by the UREDA and the CONTRACTOR.

#### **GC 6.37 AVAILABILITY OF THE POWER STATION**

The percentage annual availability of power plant will not be less than 60% ,it will be calculated on the bases of availability of water and opening and closing duration of Sh Kedarnath Dham temple Kapat

The Leases will ensure to start the plant as soon as Sh Kedarnath Dham comes in approach and grid and water availability is made, but in any case Plant should be operational before 15 days of the opening of temple Kapat.

The plant should remain functional till the water and grid availability, but in any case Plant should remain operational for 15 days even after the closing of temple Kapat.

The percentage annual availability of both generating unit shall be calculated as per the following formula:

$PAA = (A+B+C+D)/H \times 100$ , where

PAA = Percentage annual availability of the generating unit.

A = Total actual running time of generating unit during the year.

B = Total outage time of the generating unit during the year on account of non-availability of water and UPCL grid in case the generating units are in running conditions.

C= Total outage time of the generating unit during the year on account of reserved outages. Reserved outages will include shut down of the generating unit on instruction of UREDA, UPCL, Irrigation Department and any other statutory authority for reasons not attributable to the CONTRACTOR.

D= Total outage time of the generating unit during the year for any other reason beyond the control of CONTRACTOR but subject to approval by the UREDA

H = Number of hours in the year i.e. 8760. In a leap year the number of hours will be 8784. For an incomplete year the number of hours will be actual hours during the incomplete year.

The Shutdown time of any generating unit during a year or during an incomplete year on account of Maintenance Outages, Scheduled Outages and Forced Outages shall not be taken into account for calculating the percentage annual availability of the generating unit. The percentage annual availability of each generating unit in the Power Station shall be calculated for each English Calendar year (from 0.00 hrs of 1st, April of a year to 24.00 hrs of 31st March of the following year). In case the percentage annual availability of the power plant falls short of the target, then the CONTRACTOR will pay a penalty to UREDA for the shortfall of percentage annual availability of the Power Station as indicated below.

#### **GC 6.38 PENALTY PAYABLE BY THE CONTRACTOR**

If Engineer In charge is not satisfied by the reasons given by the Contractor for not achieving the target then the penalty will be calculated as per the given formula as under:

$= (\text{Threshold energy} - \text{Actual generation}) \times (\text{Tariff rate} - \text{Rate quoted by the contractor})$

The percentage annual plant availability will be reviewed on quarterly basis by the Engineer In Charge and whose decision shall be final. In case the percentage annual availability of the Power Station falls below 10% (Ten percent) of the target, for two consecutive quarters and if Engineer In charge is not satisfied by the reasons given by the Contractor for not achieving the targets he may consider to terminate the Contract agreement.

The aforesaid penalty will be applicable from the time and date on which a particular Power Station is handed over to the CONTRACTOR. For incomplete year the penalty will be applicable from the time and date of handing over of the plant to the CONTRACTOR upto the following 24.00 hrs of 31st March or from 00.00 hrs of 1st April to the following time and date on which the Power Station is handover back to the UREDA.

If the performance of the contractor is poor in terms of generation, handling and upkeep of the plant then contract agreement may be terminated with two months prior notice to the contractor by UREDA In case of average performance of the contractor in terms factors define above, overall O&M period shall depends upon the discretion of UREDA

#### **GC 6.39 SALE OF ENERGY AND GENERATION OF REACTIVE POWER**

The CONTRACTOR will generate matching MVARs corresponding to 0.88 PF lagging, so that there is no adverse effect on UPCL's system. Monthly average PF shall be computed from ratio of kWh to kVAH injected into UPCL system during the month.

#### **GC 6.40 STATUTORY CLEARANCES**

The CONTRACTOR will be responsible for obtaining subsequent/periodic permits/clearances as per statutory/obligatory provisions. The CONTRACTOR will also comply with the stipulations of the permits/clearances and shall ensure that such permits/clearances are kept in force through out the Contract agreement period. It is further

clarified that necessary clearances of accuracy of meters/metering equipment, protection system, correct installations of equipment, safety provision etc. required from UPCL, Chief Electrical Inspector and Irrigation Department will also be obtained by the CONTRACTOR at his own cost. The CONTRACTOR shall be responsible at his own expense for ensuring that the Power plant is operated and maintained in accordance with all legal requirements including the terms of all consents/clearances/permits and Prudent Utility Practices within the acceptable technical limits so as not to have an adverse effect on the UPCL Grid System, and environment. Personnel employed by the CONTRACTOR shall meet any applicable laws, rules, regulations and requirements in force from time to time in the State of Uttarakhand/ Government of India. UREDA shall have the right to designate from time to time its officers/officials who shall be responsible for inspecting the Power plant for the purpose of verifying the compliances of the above.

#### **GC 6.41 LIAISON WITH UREDA AND UPCL**

The CONTRACTOR shall closely liaise with the UREDA, UREDA, UPCL Load Dispatch Centre and/or other designated officers/officials of the UPCL & other concerned offices during the period of Contract Agreement. During the period this agreement is in force, the CONTRACTOR shall give 7 days prior intimation of its annual maintenance programme to the UREDA & UPCL. The CONTRACTOR will also furnish in the last week of every month supply plan indicating the total quantum of electricity likely to be delivered in the next month from the plant.

#### **GC 6.42. TEMPORARY INTERRUPTIONS IN DELIVERY OF ENERGY**

The UPCL or UREDA may require the CONTRACTOR to temporarily curtail or interrupt deliveries of energy, when necessary, in the following circumstances:

- a) For repair, replacement and removal of the equipment or any part of its system associated with the UREDA's facility. However, as far as practicable such an event shall be scheduled during the annual shutdown period of the generation facilities.
- b) Load crash in UPCL Grid System due to wide spread rains, cyclones or typhoons.
- c) Conditions leading to over-loading of interconnecting transformers, transmission lines and switchgears due to outage of some equipment at UPCL power system.
- d) If the UPCL determines that the continued operation of the UREDA's generation facility may endanger the safety of the UPCL personnel or integrity of the UPCL electric system or have an adverse effect of the electric service to the UPCL other customers.
- e) Under Force-Majeure Conditions of the UPCL.
- f) In case of disconnection instructions of the UREDA's generation facility from the UPCL's system shall be notified by the designated Load Dispatch Centre for the period/duration indicated by it. However, the UPCL shall take all reasonable steps to minimize the number & duration of such interruptions, curtailments or reductions.

#### **GC 6.43 MANPOWER DEPLOYMENT BY CONTRACTOR**

The CONTRACTOR will deploy the required experienced, competent & well qualified manpower as per Power Utility Practices for round the clock smooth and efficient Operation & Maintenance, supervision & monitoring, proper liaisoning with the concerned departments/authorities and proper interaction with the UREDA for all related matters to the plant. The CONTRACTOR will also supplement the manpower with additional qualified and experienced personals as and when required for smooth & efficient O&M and during annual maintenance. The CONTRACTOR will submit the details of the personnel proposed to be deployed by him in Envelope-I UREDA will depute its staff for inspection, supervision & monitoring of operation and maintenance of plant, schedules and other covenants to the project areas under the Contract Agreement. Such visits may be made from time to time without prior information to the CONTRACTOR. The UREDA will keep an inspection book at the plant locations for any written instructions or its authorized representatives as may be necessary. The CONTRACTOR will comply with these instructions.

#### **GC 6.44 SPARE PARTS & CONSUMABLES**

The UREDA has already purchased certain spare parts for the plant. A list of these spares is available in the office of the Executive Engineer. The aforesaid spares parts, which are already available with the UREDA, will be made available to the CONTRACTOR at issue price indicated in the list of spares and the spares parts provided for capital maintenance. The standby spares/motors/components available with UREDA shall be handed over to the CONTRACTOR for replacement during breakdowns to minimize the breakdown period of the plant on store issue rates. However these spares/motors shall always be kept in normal working conditions for replacement to minimize the downtime. The list of such motors/spares is available with Executive Engineer; UREDA The CONTRACTOR will build up sufficient inventory of spares to minimize the down time of the plant. The CONTRACTOR at his own cost shall arrange however extra standby spares/motors/components/ equipments required minimizing the down time.

Notwithstanding the above, the CONTRACTOR shall be responsible for providing all routine, preventive, breakdowns, capital maintenance spares and consumables for which CONTRACTOR shall build up his own inventory of spares and consumables including standby provisions based on likely replacements during the Contract Agreement. All expenses on replacement are to be borne by CONTRACTOR including labour and technical supervision, which may be required.

The CONTRACTOR will have to contact the vendors himself for purchase of spare parts from original equipment manufactures. UREDA will provide full help and support if required by the CONTRACTOR for the purpose of procurement of these spares expeditiously. In case spares from original manufacturers are not available then CONTRACTOR will explore the possibilities of purchasing the spare parts from other manufacturers but before placement of order the CONTRACTOR will take approval of UREDA to the specifications of the product and the vendor. Sufficient spare parts and consumables will be stored at the plant by the CONTRACTOR at all times to minimize breakdown time and consequent generation loss. The replaced components will also be kept in the store for verification and inspection of UREDA's officers and whenever considered necessary these replaced components will be handed over to the UREDA

The spare parts for maintenance of plant including building will require following types of inventory and record keeping by the CONTRACTOR.

- Consumables
- Routine maintenance spares
- Breakdown maintenance spares

The CONTRACTOR may take insurance cover for burglary and theft for his stores at his own cost, if so desired by him.

#### **GC 6.45 TOOLS AND TACKLES AND MEASURING INSTRUMENTS**

Immediately after handing over of the plant to the CONTRACTOR, the UREDA will hand over all such tools and tackles and measuring instruments, which have been supplied with the plant and equipment by the manufacturers. These tools and tackles and measuring instruments shall be properly maintained & repaired and shall always be kept in good condition by the CONTRACTOR at his own expenses. The CONTRACTOR shall return all these tools and tackles and measuring instruments in good condition to the UREDA after the expiry of the Contract Agreement.

The CONTRACTOR at his own expense shall provide all other tools and tackles and measuring instruments required for operation and maintenance of the plant.

#### **GC 6.46 CONTRACTOR'S LIABILITY, COMMUNICATION FACILITY**

From commencement to completion of the Contract Agreement as a whole, the CONTRACTOR shall be fully responsible for the care thereof and for taking precaution to prevent loss or damage to the plant. He shall be liable for any damage or loss that may happen to the civil structures, plant and machinery and switchyards or any part thereof. The UREDA's plant and machinery, materials, civil structures etc. shall always be kept in good order and condition in every respect to the highest accepted industry standards.

The CONTRACTOR shall maintain & avail all existing communication facilities such as telephones & wireless systems at his own cost.

The CONTRACTOR shall at his own expense arrange for the safety provisions and shall comply with the requirements in respect of Operation & Maintenance (O&M) of civil structures, control weir and gates/site, and plant and equipment, as laid down in /ID/PWD/UPCL Manuals, manufacturers O&M instructions for the equipments, Indian Electricity Act, Indian Electricity Rules and Instructions given by 's officers.

#### **GC 6.47. TERMS OF PAYMENT**

The UREDA will make payments to the CONTRACTOR on monthly basis on O&M rate decided under the tender for the electricity delivered from plants to grid as per UPCL metering .

Penalty calculations for shortfall in Percentage Annual Availability of the Power Station shall be carried out by the CONTRACTOR at the end of the year and submitted to the UREDA on prescribed format on monthly basis. The UREDA will verify the calculations of plant availability submitted by the CONTRACTOR. The discharge data and grid availability shall be verified from the records of the Irrigation Department and logbooks of UPCL if required. If any penalty is levy able on the CONTRACTOR, the same shall be deducted from CONTRACTOR's monthly bills and other dues.

UREDA will reconstruct the payment within 30 days of submission of technically and commercially clear bills by the CONTRACTOR.

#### **GC 6.48. RIGHT OF OWNERSHIP**

The power plant including its land, civil structure and plant and equipments are the property of Govt. of Uttarakhand/ UREDA. The UREDA is authorized to run and operate the power plant with other structures and equipments. The , Govt. of Uttarakhand, Irrigation Department & UPCL shall have all rights to access and inspection of the plant at all reasonable time and make comments and take observations on the satisfactory performance of this plant.

#### **GC 6.49. SIGNS AND BARRIERS**

CONTRACTOR shall have the right to install and display warning signs or barriers at the Properties, provided such signs and barriers are reasonable in their content and size and may remove the same upon termination of this Contract; provided, however, that upon removing the same CONTRACTOR shall restore the Properties to the condition it was prior to the installation of such signs or barriers.

#### **GC 6.50. UREDA'S RIGHT OF ACCESS TO THE PROPERTIES**

CONTRACTOR agrees that and its authorized representatives shall have the right at all reasonable times to enter upon the Properties and to examine and inspect the Properties, including such rights of access to the Properties as may be reasonably necessary for the maintenance and operation of the power plant

#### **GC 6.51. TERMINATION OF CONTRACT**

Contractor, if not able to perform well in terms of generation, handling the plant and manage the desired output, project shall be taken back and security shall be forfeited.

#### **GC 6.52. TERMINATION OF CONTRACT DUE TO FAILURE TO OBTAIN PERMITS OR OCCURRENCE OF DEFAULT.**

If CONTRACTOR is unable to obtain all the necessary permits or licenses or authorizations, which may be required from any regulatory agency of the Uttarakhand Government or Government of India to produce hydro electric power and to carry out O&M of the Power Station or CONTRACTOR defaults in any of the provisions of this Contract Agreement, UREDA may, without liability of any kind to UREDA, declare this Contract as terminated. It is agreed, that before any termination hereof, UREDA shall be giving a reasonable time and notice of 2 (two) months to the CONTRACTOR to rectify such defaults.

### **GC 6.53 EVENTS OF DEFAULT DEFINED**

The following shall also be "events of default" under this Contract and the terms "event of default" or "default" shall mean, whenever they are used in this Contract, any one or more of the following events:

Failure by CONTRACTOR to observe and perform any covenant, condition, or agreement in this Contract on the part of CONTRACTOR to be observed or performed, other than as referred, for a period of twenty one (21) days after written notice thereof specifying the failure and requesting that it be remedied given to CONTRACTOR by , unless shall agree in writing to an extension of such time prior to its expiration.

### **GC 6.54 ADDITIONAL COVENANTS AND EXPLANATORY PROVISIONS**

CONTRACTOR shall not assign this contract or sublet all or any part of the properties. CONTRACTOR shall comply with all central, state, and local laws, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, colour, creed, religion, coman, sex, marital status, status with regard to public assistance, disability, or age. CONTRACTOR shall further comply at its expense with all central, state, and local laws and ordinances, and all applicable rules, regulations, and standards established and orders issued by any agency of such governmental units, which are now or hereafter promulgated in so far as they relate to CONTRACTOR's O&M of hydroelectric power plant at the project and of CONTRACTOR's performance of the provisions of this Contract.

UREDA shall have full access to all records of CONTRACTOR relating to the performance of this Contract

CONTRACTOR agrees to maintain records relating to all goods and services provided by it under the terms of this Contract. CONTRACTOR shall retain all such documentation for three (3) years following the termination of this Contract. Such records shall be made available for audit or inspection at any reasonable time upon request of UREDA, the State Auditor, or their respective authorized representatives.

CONTRACTOR warrants that it is and will remain throughout the Contract Term duly registered and qualified to do business in the Uttarakhand State.

### **GC 6.55 INDEPENDENT CONTRACTOR.**

For the purpose of this Contract, CONTRACTOR shall be deemed to be an independent contractor and not an employee of . It is hereby acknowledged by the parties that UREDA will not be responsible to CONTRACTOR for any and all benefits provided by Contractor to its employees, including, but not limited to, vacation, sick leave, works compensation and Unemployment Compensation.

### **GC 6.56 ALTERATION.**

Any alteration, variation, modification, or waiver of the provisions of this contract shall be valid only after it has been reduced to writing and duly signed by both parties.

### **GC 6.57 WAIVER.**

The waiver of any of the rights and/or remedies arising under the terms of this contract on any occasion by either party hereto shall not constitute a waiver of any such rights and/or remedies in respect to any subsequent breach of or default under the terms of this contract. The rights and remedies provided or referred to under the terms of this contract are cumulative and not mutually exclusive.

### **GC 6.58 INTERPRETATION.**

This Contract shall be interpreted and construed according to the laws of the Uttarakhand State.

### **GC 6.59 UTILITIES.**

CONTRACTOR shall pay for all heat, gas, light, power, and water used by it and CONTRACTOR shall keep the sidewalks, driveways, and parking lots, if any, located at the power plant reasonably free of water logging and unchecked weed growth and shall keep the grass, shrubbery, and trees, if any, properly cut and trimmed.

#### **GC 6.60 TAXES, DUTIES AND OCTROI**

The CONTRACTOR shall pay taxes, Duties and Octroi if levied by Central/State Govt. or by Statutory Bodies on the Power Station or energy generated. And the same shall be reimbursed to CONTRACTOR by the UREDA as per actual on submission of documentary proof of having paid tax/duty/octroi

#### **GC 6.61 PRICE ESCALATION**

The prices shall be as decided by UERC. However, the representatives of the CONTRACTOR & UREDA will take readings of the meters at 12.00Hrs. on the first day of applicability of tariff becomes effective.

#### **GC 6.62 BACK HANDING OVER OF POWER PLANT BY CONTRACTOR TO UREDA**

From commencement to completion of the Contract Agreement as a whole i.e. up to the time the power plant are back handed over to the or taken over by the UREDA, the CONTRACTOR shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the civil structures, plant and equipments of the power stations and their switchyards or any part thereof. The 's plant and equipments, materials, civil structures etc. shall always be kept in good working order and condition in every respect to the highest accepted industry standards.

After the expiry of the Contract Agreement when the power plant are back handed over by the CONTRACTOR to the UREDA or at any time when the power plant are taken over by the

UREDA under the provisions of the Contract Agreement, the UREDA after allowing for normal wear and tear shall recover from the CONTRACTOR all costs of shortages, damages etc. in the power plant together with any amounts of money payable by the CONTRACTOR. The aforesaid recovery shall be made from the pending bills and security deposit of the UREDA and by any other means, which the UREDA deems fit for effecting such recoveries.

#### **GC 6.63 ACCOMMODATION**

The quarters/colony of UREDA can be given to the contractor, if there is availability and the contractor shall have to pay the rent which shall be double the rate of the prevalent standard rent in UREDA.

#### **GC 6.64 MOBILIZATION TIME**

The contractor shall be given 1 (one) month time for mobilization

#### **GC 6.65 FORCE MAJEURE**

Shall mean any event beyond the reasonable control of the or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

War, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war.

Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts.

Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or demure or de facto authority or ruler or any other act or failure to act of any local state or national government authority.

strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague

earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster

Shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within ten (10) days after the occurrence of such event.

The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with general conditions of contract Clause 6.5

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to right to terminate the Contract No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall constitute a default or breach of the Contract, or give rise to any claim for damages or additional cost or expense occasioned thereby,

if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

If the performance of the contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution,

failing which party may terminate the contract by giving a notice to the other, but without prejudice to either party's right to terminate the contract

Notwithstanding force majeure shall not apply to any obligation of the UREDA to make payments to the contractor herein.

#### **GC 6.66 DAMAGES DUE TO CONTRACTOR/ FORCE MAJURE**

In case of damages caused, then a joint inspection shall be carried out by UREDA & Contractor who shall examine the cause of damage i.e., due to force majeure or due to contractor.

In case of damages caused by the force majeure, following practices shall be adopted to rectify for repair damages to restore generation at the earliest possible.

Sl. No.	Extent of damages	Authority to grant administrative approval	Remedies shall be carried out by
1	Estimated loss upto Rs. 1.00 lac.	As per Procurement rules-2017, or as updated rules of govt of Uttarakhand	As per Procurement rules-2017, or as updated rules of govt of Uttarakhand
2	Estimated loss from Rs. 1.00 lacs upto Rs. 5.00 lacs.	As per Procurement rules-2017, or as updated rules of govt of Uttarakhand	As per Procurement rules-2017, or as updated rules of govt of Uttarakhand
3	Estimated loss above Rs. 5.00 lacs.	As per Procurement rules-2017, or as updated rules of govt of Uttarakhand	As per Procurement rules-2017, or as updated rules of govt of Uttarakhand

Procurement rules will be applicable as revised by UREDA and/or Govt. of Uttarakhand.

Such loss shall be immediately intimated to PO UREDA by the contractor for lodging claim with the insurance company.



However, if the damages are caused due to reasons attributable to contractor then the contractor shall at their own expenses remove such faults.

#### **6.67 DEEMED GENERATION**

If as per UERC orders any payment is received by UREDA due to deemed generation for a particular period then it shall be shared between the contractor & UREDA by an amount quoted by the contractor in the financial bid.

#### **6.68 POWER TO VARY OR OMIT WORK**

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as "Variations") under the Contract as shown by the contract drawings or the Specifications shall be made by the Contractor except as directed in writing by the engineer, but the Engineer shall have full power, subject to the provision hereinafter contained, from time to time during the execution of the Contract by notice in writing to instruct the Contractor to make such variations without prejudice to the Contract, and the Contractor shall carry out such instructions, and be bound by the same conditions, as far as applicable, as though the said variations occurred in the specification. If any suggested variations would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of the obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing, and the Engineer shall decide forthwith whether or not the same shall be carried out, and if the Engineer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be justified. The difference of cost if any, occasioned by any such variations, shall be added to, or deducted from, the contract price as the case may require. The amount of such difference, if any, shall be ascertained

and determined in accordance with the rates specified in the Schedule of Prices, so far as the same may be applicable and where the rates are not contained in the said Schedules, or are not applicable, they shall be settled by the Engineer and Contractor jointly, as far as possible, before such variations are carried out: Provided that the Purchaser shall not become liable for the payment of any charge in respect of any such variations, unless the instruction for the performance of the same shall have been given in writing by the Engineer.

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

Provided that no such variations shall, except with the consent in writing of the Contractor, be such as will involve an increase or decrease of the total price payable under the contract by  $\pm 20\%$  thereof.

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

## Salient Features Sh Kedarnath-2 SHP, 2x100 Kw

### 1. GENERAL

- i. **Name of Project** : Kedarnath MHP Phase –II
- ii. **Location**
- a. State : Uttarkhand
- b. District : Rudra Prayag
- c. Village : Kedarnath ( Approx 0.5 km from Power House)
- d. Access :

- Nearest Rail Head : Rishikesh (N.R.)
- Nearest Road Head : Gauri Kund via Rudra Prayag
- Approach path to the site : 17 km from Gauri Kund

### iii. Geographical Coordinates

- a. Longitude : E - 79<sup>0</sup>-03'-49.8"
- b. Latitude : N- 30<sup>0</sup>-43'-57.6"

### 2. HYDROLOGY

- i. Name of River / Stream : Dugdh Ganga
- ii. Main river : Mandakini Ganga
- iii. Dependable flow required for: 0.454 m<sup>3</sup>/s (The flow is Kedarnath Phase- II MHP available in excess of this Value in excess of flow required by phase-I)
- iii. Type of Stream : Seasonal (Flow reduces drastically during - December to April due to Glacier formation during which period no power generated is required as the population shift to lower areas).

### 3. DIVERSION & INTAKE CHAMBER

Diversion system already existing (made for old scheme) requires only modification by raising etc wall by about 0.5 m

- i. Intake chamber
- a. Type : RR stone masonry
- b. Size : 1.5 x 1.5 x 1.20 m

### 4. FEEDER M.S. PIPE LINE

- i. Length : 40.0 m
- ii. Dia of M.S. pipe : 0.45 m
- iii. Material : Steel
- iv. Design Discharge : 0.454 m<sup>3</sup>/s

### 5. DESILTING TANK

- i. Length : 10.0 m
- ii. Width : 2.0 m
- iii. Depth : 1.0 m
- iv. Type / Material : Open Rectangular Steel Tank

v.	Free Board	:	0.30 m
vi.	Design discharge	:	0.454m <sup>3</sup> /s
<b>6</b>	<b>POWER M.S. PIPE LINE</b>		
i.	Length	:	50.0 m
ii.	Shape/Material	:	Round, Steel
iii.	Size	:	diameter : 0.45 m
iv.	Design discharge	:	0.386 m <sup>3</sup> /s
<b>7.</b>	<b>FORE-BAY TANK</b>		
i.	Size	:	7.5 m x 2.5 m
ii.	Depth	:	2.5 m
iii.	Free board	:	0.30 m
iii.	Type / Material	:	Rectangular / Steel.
<b>8.</b>	<b>PENSTOCK</b>		
i.	Numbers	:	1 No. with one bifurcation piece
ii.	Diameter	:	412 mm (O.D.)
iii.	Thickness	:	6.0 mm
iv.	Length	:	275 .00 m (Approx.)
v.	Design discharge	:	0.386 m <sup>3</sup> /s
vi.	Material	:	Steel
<b>9.</b>	<b>POWER HOUSE</b>		
i.	Type	:	Made of steel columns and roof covered with G.I. sheets/Fiber Sheet over steel trusses
ii	Size	:	12 m x 6 m x 4 m
iii.	Capacity	:	2 x 100 kW
iv.	Gross Head	:	105.22 ( Approx.)
v.	Net Head	:	98.80 m (approx.)
vi.	Altitude above MSL	:	3560 M
<b>10.</b>	<b>TAIL RACE</b>		
i.	Shape	:	Rectangular (Stone Masonry)
ii.	Size	:	0.70 m x 0.35m (B x D)
iii.	Length	:	15.0 m (Approx.)
iv.	Free board	:	0.15 m (Approx.)
<b>11.</b>	<b>ELECTRO-MECHANICAL EQUIPMENT</b>		
<b>i.</b>	<b>Turbine</b>		
a.	Type	:	Peltonwheel
b.	MAKE	:	Ytek Controls, Dehradun
c.	Number	:	2 Nos.
d.	Capacity of each turbine	:	Suitable for generator terminal output of 100 kW (+10% continuous over load capacity) each and to be connected to grid
<b>ii.</b>	<b>Generator</b>		

- a. Type : Synchronous
- b. Placement : Horizontal
- c. Number : 2 Nos.
- d. Capacity of Generator : 100 kW (+10% continuous over load capacity) each.
- e. Rating : 415 V, 3 Phase, 50 Hz 0.8 PF
- f. MAKE : Kirloskar Electric, Hubli

**12. TRANSMISSION & DISTRIBUTION**

- i. 11 kV, 3 Phase line : 0.576 km (Approx.)

**13. TRANSFORMER**

MAKE : PVJ Power Solutions,  
Nalagarh(HP)

- a. CAPACITY : 160KVA
- b. POTENTIAL LEVEL : 0.415KV/ 11KV
- c. VECTOR GROUP: YYN
- d. COOLING : ONAN

**14. CONTROL PANEL**

MAKE : Ytek Controls, Dehradun

- a. Control Voltage : 24V DC
- b. Protection Class : IP55
- c. Metering : Class 1.0
- d. Protection : Class 5P10
- e. Incommer Breakers /Make : ACB 630A/ Siemens
- f. Outgoing Breakers /Make : ACB 800A/Siemens

**15. BATTERY CHARGER**

MAKE : Ytek Controls, Dehradun

- a. Control Voltage : 24V DC
- b. Protection Class : IP55
- c. Charging Voltage : 24VDC
- d. Charging Current : 20A Max.
- e. Charging Mode : Auto Float/Boost

**16. BATTERY**

- a. MAKE : Exide
- b. Voltage : 12V DC
- c. Ampere Hours : 180AH
- d. Type : Maintenance Free Lead Acid

**17. SYNCHRONISING PANEL**

MAKE : Ytek Controls, Dehradun

- a. Operation : Isolated/Grid
- b. Protection : Check Synchronizing relay

**18. OIL PRESSURE UNIT**

MAKE : Ytek Controls, Dehradun

- a. Working Pressure : 30-100Kg/cm<sup>2</sup>
- b. Control Voltage : 24V DC
- c. Oil Grade : VG 68
- d. Accumulator Capacity : 10 Ltr
- e. Pump Type : 10LPM Vane
- f. Motor : Kirloskar 3HP, 3 Phase
- g. Redundancy : Dual Motor-Pump

## **PART - II**

**Tender notice no.- UREDA/KEDARNATH-2/LEASE/2021-2022**

**Name of work -** Per unit rate in Rs to be charged by the bidder for carrying out the work of Regular Operation, Routine/ Preventive, Breakdown Maintenance and Repair (Including Material ) of 2 x 100 KW capacity KEDARNATH-2 Mini Hydro Project as is where is basis in District Rudraprayag on annual lease basis.

### **PRICE BID**

<b><u>Year</u></b>	<b><u>Particulars</u></b>	<b><u>Rate per unit(Rs.)</u></b>
First ,Second, Third, fourth, fifth, sixth and seventh Year	Per unit rate charges by contractor for electricity, delivered from plant to the grid, as per UPCL metering ( including all taxes)	
Eight, Ninth and Tenth Year (in case of extension of lease period on mutual consent)	Per unit rate charges by contractor for electricity, delivered from plant to the grid, as per UPCL metering ( including all taxes)	

Note: 1) Deliverable energy shall be at “interconnection point” and as measured by export /import meter installed at the “interconnection point. To seek any clarification regarding above from UREDA ,shall be the responsibility of the bidder , all interpretations and final decisions will be the sole right of UREDA.

2) In the case of contract availing any refund of tax paid by the employer, it shall be duty of the Contractor to refund the same to the UREDA. For ensuring this, the contractor shall give information in writing with every bill submitted by him that he has not availed any refund regarding taxes and duties.

3) Base price of lease rent for 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> year shall be applicable in the condition of lease period extension on mutual consent. Annual lease rent for 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> year shall be negotiated at or below the price mentioned as above on mutual consent.

4) UREDA reserves the right to cancel any or all bids before/after opening the related bids (Technical and/or financial bid) without assigning any reason thereof.

5) The agreement with the lowest bidder shall be done only after approval from the Director UREDA. Or agreement shall not be executed if not desired so by PO, UREDA.

6) Price preference for bid evaluation shall be as applicable in UREDA and/or Govt. of Uttarakhand.

7) Price Bid Evaluation Criterion will be purely on the basis of rate quoted for 1<sup>st</sup> Three year, The bidder quoting lowest rate shall be selected for contract.

Signature with Seal of the Bidder.

