



**OFFICE OF THE EXECUTIVE ENGINEER  
CONTROL & INSTRUMENTATION MAINTENANCE DIVISION-II  
HARDUAGANJ 'D' THERMAL POWER STATION  
U. P. RAJYA VIDYUT UTPADAN NIGAM LTD.  
PO-KASIMPUR, ALIGARH**

No.: 437 /C&IMD-II/DTPS/HTPS/HPBP

Date: - 05/12/17

M/s Ashbond Engineers Pvt. Ltd.  
B-9/3, Mianwali Nagar, Rohtak Road,  
New Delhi-110087

Registration No. 51 dated 30.11.17  
Head : O/H of Unit 8

**Sub:** LOI for the work of "Overhauling of Hydraulic Actuators (ASM-200-10 & ASM-100-10) of HPBP system of Unit 8, 'D' TPS, HTPS, Aligarh.

**Ref:** (1) Enquiry No. 06/C&IMD-III/DTPS/HTPS/2017/CF dated 06.01.17.

(2) Your offer No. AEPL/HARDUAGANJ/17-18/1147 dated 30.10.17 against the enquiry.

Dear Sir,

We are pleased to inform you that your offer against the above enquiry has been accepted by competent authority of HTPS Kasimpur. Therefore work order is hereby placed on you to execute the aforesaid work on the following rate, terms & conditions.

Sr. No.	Description of work	Qty	Unit	Unit Price (in Rs.)	Amount (in Rs.)
1	Overhauling/Servicing Of Actuator ASM-200	02	Nos.	100000.00	200000.00
2	Overhauling/Servicing Of Actuator ASM-100	03	Nos.	50000.00	150000.00
<b>Total Amount (in Rs.)</b>					<b>350000.00</b>
<b>(Rs. Three Lakh Fifty Thousand only)</b>					

**Terms & Conditions:**

1. Scope of work and Terms & Conditions as per Annexure (I).
2. GST extra as applicable.
3. Date of start of work – to be intimated later by Engineer of Contract.

Kindly acknowledge the receipt of this L.O.I. for engagement of the above work. Further you are requested to send your authorized representative in the office of the undersigned along with Non Judicial stamp paper of worth Rs.200.00 and 02 recent passport size photographs within 15 days for entering into an agreement.

Thanking You

**Enclosure:** Annexure (I)


  
(J K Sirsaiya)  
Executive Engineer

No.: /C&IMD-II/DTPS/HTPS/HPBP

Date: -

Copy forwarded to the following for information and necessary action:

- 1) C.E., HTPS, Kasimpur
- 2) S.E., O&MC-III, HTPS, Kasimpur
- 3) SAO, CFA&BO, HTPS, Kasimpur
- 4) AE, C&IMD-II, 'D' TPS, Harduaganj, Kasimpur

  
(J K Sirsaiya)  
Executive Engineer

## ANNEXURE (I)

### SCOPE OF WORK

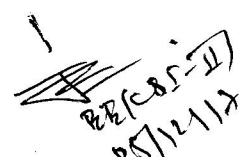
1. Overhauling of Actuator ASM-200 & ASM-100 of HPBP system shall be done by firm's Engineer.
2. UPRVUNL will provide 3 Fitter/Helpers for assistance at free of cost.
3. Spares required shall be in the scope of UPRVUNL.

### TERMS & CONDITIONS:

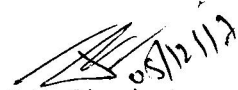
1. **PERIOD OF CONTRACT:-**The period of contract shall be for one year but under compelling and unavoidable circumstances it can be extended for a period of three months only to work on same rates. If the contractor fails to work up to the entire satisfaction of the Engineer of contract, the agreement can be terminated any time without giving any notice.
2. **COMPLETION PERIOD:-**The completion period of work shall be 15 days from the actual date of start which shall be intimated latter on through a separate indent dully signed by controlling officer.
3. **QUANTITY VARIATION:-**The quantities mentioned in the bill of quantities of work are tentative. As the quantities of individual items cannot be assessed exactly, the same may vary up to any extent as per site requirement within the contact value. However under compelling and unavoidable circumstances the total contract value may vary up to plus minus 10% only.
4. All the T&P required for the above shall be arranged by the contractor.
5. All consumables / spares shall be arranged by the UPRVUNL.
6. **TAXES:-** Extra as applicable.
7. **SECURITY DEPOSIT:-**For faithful execution of work the successful contractor shall be required to deposit security/deposit at the rate of 10% of the value of the contract before starting the work in the following manner:
  - a. 10% of the contract value shall be deposited in the shape of Bank Guarantee/Fixed Deposits in favor of Senior Account officer CFA&BO HTPS Aligarh.

**OR**

- b. The engineer of contract has right to asked the contractor to follow any of the above mods of security deposit for which the contractor can't ask the reason whatsoever may be.
- c. The security deposit, so adjusted/deducted shall be refunded to the contractor after completion of contract/ agreement but if contractor fails to perform the work successfully or discontinues the work before completion of the period or the department due to the poor performance discontinues the agreement work, security money shall be forfeited in such cases.
8. If any scrap/debris/mud/waste/grass comes out from the job done by the contractor shall have to shift by the contract to the place pointed by the AE/JE of the work, inside the premises of the power station without any extra charges.
9. **PENALTY:** the contractor shall have to start the work as per instructions of EE/AE. In case he does not start the work or the work is found to be unsatisfactory a penalty 0.5% to 10% of the job rate shall be imposed in addition to and no payment for that job shall be made. Rate of penalty shall be decided by Executive Engineer, C&IMD-II, DTPS, HTPS, Kasimpur.
10. **PAYMENT:** Payment shall be released against bill for the work done submitted by contractor on the basis of agreement after necessary deduction of Income Tax at notified rate plus surcharge, if any, security, penalty (if any), levies (if any) etc. However 100% payments shall be released against completion of particular job.
11. Any liability on account of any accident, fire hazard, any Government duty levy/Tax Pollution control, compensation, any claim as per Factory Act or Labor laws, claims for regular employment in respect of staff employed by the contractor for this job, will be sole responsibility of the contractor and the Nigam will not own any responsibility on this account.

  
EE(C&S-II)  
05/12/12

12. All suitable precaution will have to be taken by the contractor to avoid any accident/miss-happening etc. if due to negligence and/or non-observing of safety and other precaution, any accident/injury/damage occurs to any person/property of the nigram, the contractor shall have to pay necessary compensations and other expenses, if so decided by the appropriate authority.
13. Executive Engineer, C&IMD-II, DTPS, HTPS, Kasimpur, will be Engineer of the contract.
14. The Executive Engineer, of the contract reserves all the right to cancel the agreement at any time/stage without assigning any reason to the contract thereof, for which contractor shall have no claim of any kind.
15. **JURIDICTION:** All legal proceedings in connection with contractor shall be subject to the territorial jurisdiction of local courts at Aligarh (UP).
16. **ARBITRATION:** All cases of disputes or disagreement between the parties arising out of the differences. the matter shall be finally settled by the Arbitrator appointed by the Chairman/Managing Director. UPRVUNL & the disputes will be dealt in accordance with provision of the Arbitrator & Conciliation Act, 1996.
17. The contractor shall comply with the provision of all labor applicable. He shall also comply with the provisions and revision made thereof the factory.
18. Act/Rules, the contract labor Act, the EPF Act/Rules. The contractor must prepare all required statement/registers etc. and keep record of them as per provisions made in the related Act/Rules and shall be bound to produce whenever demanded so.
19. Contractor shall have to comply with all the provisions of safety rules. A penalty of Rs.200/- per day per head shall be imposed, if the works of contract are found to be working carelessly and /or in violation of use of proper protection equipment.
20. **INCOME TAX:** Income Tax plus surcharge and education CESS or any other levies as applicable thereon shall be deducted as per rates applicable.
21. UPRVUNL has right to visit the workshop of the contractor before the award of contract or within the contract period to validate the authenticity of workshop and associated facilities to carry out the job as per scope of work
22. All standard conditions of the Nigram Form A/B shall also be applicable.

  
(J.K. Sirsaiya)  
Executive Engineer