

**SPECIAL CONDITIONS FOR TENDER**

**1.0 TERMS AND CONDITIONS**

- 1.1 The Tenderer should be a manufacturer based in India with at least three years experience in manufacturing of Tamper proof Hologram meter seals.
- 1.1.2 The Tenderer should have at least 3 years of experience in the field of manufacturing of Tamper proof Hologram meter seals. Their past experience i.e. jobs executed, including the name of the clients has to be submitted by documentary evidence samples and photocopies of the Purchase Orders alongwith performance Certificates issued by the competent authority of Purchaser to be enclosed).
- 1.1.3 The bidder should have a minimum average annual turnover of Rs. 10.0 crore for best three years out of last five financial years. The audited balance sheet/CA's certificate shall be enclosed in support of above, failing which the bid shall not be considered. The Tenderer should produce valid proof for the above, obtained from the State/Central Sales Tax Authorities/Central Excise Authorities or Audited Balance Sheet.
- 1.1.5.1 The tendered quantity of tamper proof hologram meter seals are required to be supplied within **9 months from the date of letter of Intent**. The quantity can be increased or decreased or split up at the sole discretion of the PVVNL. The delivery of Tamper proof Hologram meter seals would be as per the schedule to be furnished by the PVVNL at the time of placing orders.
- 1.1.5.2 Tenderers are requested to note that tender having stipulation of negotiable delivery or delivery subject to availability of raw materials will not be considered.
- 1.1.5.3 The date of receipt of material at site will be reckoned as date of delivery. The delivery shall be taken as per requirement of Purchaser.
- 1.1.5.4 The Tenderer shall be required to furnish the particulars of their factory/workshop including locations and machinery installed therein with their installed capacity for production of the specified item as per enclosed Annexure 'A'.
- 1.1.5.5 The Factory of the tenderer should have a high security environment in his factory to ensure 100% guarantee of confidentiality.
- 1.1.6 The tenderer should be a member of Hologram Manufacturers Association of India, New Delhi and preferably International Hologram Manufacturers Association, London also.
- 1.1.7 Tenderer will have to register the hologram image with HoMAI, New Delhi, free of cost.
- 1.1.8 Tenderer will have to give an undertaking mentioning that they will not sell PVVNL seal to any other company / person.
- 1.1.9 The supplier has to guarantee/submit an affidavit on Rs. 100/- stamp paper that the process from art work creation to the final production of holographic meter seal spools of the finished product shall be /have been done in the manufacturer premises only in one premises and no job (partially or fully) will be /has been subcontracted . This will be verified by the inspection team at the time of inspection.

**2.0 TERMS & CONDITIONS:**

- 2.1 The Tenderer should quote the rate valid for full period of the currency of the tender or upto the extended period of the tender as the case may be.
- 2.2 The successful Tenderer or bidder whose tender is accepted shall herein after be called the supplier which shall include his heirs, executors, administrators and assignees.

2.3 For the manufacturing and printing of tamper proof Plastic cum hologram meter seals, “Master Origination“ as per the requirement safety and security design, logo and other secret codes and signatures shall be prepared strictly under the guidance and supervision of the purchaser. The “Master Origination” shall be the property of PVVNL and shall have to be returned to the purchaser after successful manufacturing and supply of the tamper proof plastic cum hologram meter seals to the purchaser. The successful tenderer should ensure to the entire satisfaction of PVVNL, that the master seal be kept in safe custody and is not tampered since its origination and use.

In case the Master Origination of the seal is lost, damaged or tampered, PVVNL may take suitable administrative and legal action as deemed fit which may include black listing of the supplier as well as termination of agreement and cancellation of supplies.

The cost of “Master Origination” shall have to be borne by the tenderer in the Price Bid to be quoted per tamper proof plastic cum hologram meter seal against supply of the quantities of full ordered plastic cum hologram meter seal.

2.4 The tenderer shall be required to furnish the particulars of their factory/workshop including locations and machinery installed therein with their installed capacity for production of these materials.

2.5 All the Tenderers, have to ensure to the entire satisfaction of the Engineer of Contract or his authorized representative that all the processes like Dot Matrix Master Origination, Electroforming, Embossing, Laminating, Die cutting and Laser Numbering will be done by the manufacturer so that the safety, security and secrecy remains totally intact.

2.6 No Foreign manufacturer will be permitted to participate in the tender.

2.7 The successful Tenderer shall not be allowed to sub-contract the work to any outside agency or as stated otherwise in the Tender.

2.8 The Tenderer should have a high security environment in his factory to ensure 100% guarantee of Confidentiality and Security.

2.9 The successful Tenderer will be required to submit the samples of Security Hologram in quadruplicate within 30 days from the date of taking the artwork approval from the PVVNL. The supplier shall start manufacturing of security Holograms only after getting above samples approved by Engineer of the Contract.

(1) **Additional Guarantee Period:** The material supplied by the **trial supplier** (covered under cl. 1.2.6 of instruction to tenderer) shall be guaranteed for **additional 24 months** from the guarantee period applicable for regular supplier. Clause 30 General Conditions of Contract of contract ‘form B’ shall be treated as amended to that extent.

(3) **Security Deposit** The contractor shall deposit security @ **10% (Ten percent)** of the F.O.R. destination price of material in the form of **RTGS/NEFT/DD/Bankers cheque/ BG/CDR/FDR/TDR** ( bearing security duly pledged in favour of the MD, PVVNL, Meerut or guarantee bond from a schedule Bank of India duly executed on judicial stamp paper of requisite value (at present Rs. 100/-) in the enclosed Performa.

The above security shall be sent at the time of award of contract. **The validity of the security deposit in any of the above form, in case of a regular supplier, shall be for a period of 18 months from the date of receipt of last lot of material with a claim period of six months thereafter, & for a period of 42 months from the date of receipt of last lot of material with a claim period of six months thereafter for a trial supplier.** In case the supplies are delayed beyond the delivery schedule mentioned in the order, the contractor shall extend the validity of the security deposit so as to cover entire period as above from the day by which he anticipates to complete the supplies, failing which the Purchaser shall have the right to encash the bank Guarantee without making any reference to him. This order is liable to be cancelled if security is not deposited within the time specified and in the event Earnest Money shall be forfeited. The contractor shall not commence the supply of material till such time he deposits security as above and the intimation regarding receipt and correctness of the same is received by him in writing from Engineer of Contract.

The security will be released to the contractor after faithful execution of the contract.

**Contract agreement shall be furnished within 15 days from the date of LOI. Inspection offer without furnishing agreement may not be entertained.**

**Any delay in inspection of material due to delay in execution of agreement shall be the part of firm and no delivery schedule extension shall be entertained in this regard.**

**Action may be taken accordingly for delay in furnishing agreement against the firm.**

#### **4.0 INSPECTION AND TESTING: -**

The inspecting officers shall be nominated by CE/S.E. (DQC), PVVNL, Meerut. Inspection and testing shall be done as per Clause 2.7 of "General Requirement of Specification" to ensure that material offered is in accordance with Technical specification, Guaranteed Technical Particulars and approved art-work; every offer for inspection shall be accompanied with satisfactory Routine Test Results in respect of the lot of material offered. The contractor shall give 15 days notice to the S.E. (MM), PVVNL, Meerut Victoria Park, Meerut under intimation to the Chief/S.E (DQC), PVVNL of every lot of material being ready for inspection duly packed for dispatch along with routine test results of the material offered and details of dispatches made against last authorization for dispatch.

#### **4.1 INSPECTION: -**

To ensure that no extra meter seals are manufactured/produced by the supplier, the First Inspection team before starting the inspection shall ascertain and satisfy themselves about the total number of seals manufactured by the supplier. The first inspection team will record this fact while issuing Dispatch Instructions. Each inspection team shall also ensure that after all the meter seals have been manufactured/produced including those defective/waste. The Master is kept in a packet and is properly sealed under the joint signatures of the officers of the inspection team and the authorized representative(s) of the supplier on all the joints. A record of the above fact be mentioned in the D.I. of the every lot. Extensive care is to be taken by the supplier that the defective/waste seals are not destroyed prior to the inspection. Such defective waste seals are to be destroyed/ burnt in presence of the inspection team after counting such seals and mentioning this number in the respective D.A.

#### **4.2 INSPECTION OF THE LAST LOT: -**

The officers nominated for inspection of the Last lot of the seals will check and ensure if the MOR is kept safely and properly sealed and is intact in the custody of the supplier. They will also ensure that numbering of seals so far produced including the defective/waste seals, tally with the number as recorded by the previous inspection team. In case of any discrepancy, the matter will be reported by the inspecting officers to the Engineer of the Contract for taking further necessary action in this regard. The meter seals used for testing and inspection by each inspection team shall be treated as waste and shall be mentioned positively in the D.I. along with their NUMBER in order to tally with the No. of dispatched seals. A Copy of D.I. must be sent to the consignee who will keep a record of all dispatched and waste/defective seals used for testing.

#### **4.3 TESTING:**

4.3.1 On the basis of random selection described in ISS for random checking required plastic cum hologram meter seals shall be checked out of offered meter seals and will be put to the following test: -

4.3.2 Dimension Test:

4.3.3 Sample check (with approved sample). The samples for approval should be submitted by the supplier in four copies within 7 days from receiving M.O. The team will take the approved sample from the supplier and check for its correctness. At least, two copies should be available with the supplier for this purpose.

**4.3.4 Coding and Numbering check.**

**4.3.5 Color check.**

**4.3.6 Check of "Logo" of PVVNL.**

4.3.7 Adhesiveness check of the adhesive

**4.3.8 Tamper evident check.**

**4.3.9 Effect of Solvent / chemical check.**

**4.3.10 Check of material.**

4.3.11 Check of hologram features. (**De-metallization Hologram strip size:- 70mm x 15mm**

1. Fresnel effect

2. **3D MIRROR EFFECT**
3. Animated CLR
4. **MOTION RASTER**
5. Nano text
6. Switch effect in background
7. Lens effect with text
8. Digital signature on hologram- White achromatic
9. Flip – flop
10. 90 deg concealed image
11. Department logo with multilevel covert feature Motion Background

#### **4.3.12 Effect of Atmospheric condition.**

#### **4.4 CALIBRATION OF TESTING EQUIPMENT:**

All instruments used in inspection and testing should be properly calibrated and sealed once a year. Calibration certificates when demanded by the inspecting officer shall be produced for verification purpose. In case of any dispute regarding calibration of instrument, instrument shall be sealed and signed by the representative of the supplier and purchaser and will be sent to Institution/Laboratory of repute for calibration at the cost of supplier. The result of such testing shall be binding on the supplier.

- 4.5 The inspection team should check the security measures available/adopted in the works of the supplier and should make a note of the same in their inspection report.

#### **5 SAMPLE:**

- i) All tenders should furnish at least Twenty different samples manufactured by them containing all the security features mentioned in Technical Specification of any design & size 70mm x 30 mm carrying sequential Laser Numbering of 4 mm height bearing no. C0000000. Tender bids not containing samples as above are likely to be rejected.

#### **6.0 OTHER TERMS AND CONDITIONS:**

- 6.1 The Tenderer shall furnish Income Tax/ Sale Tax Clearance/GST Clearance Certificate along with their tender bid Part-I. Both these documents must be valid on the day of opening of the tender.

6.2 Furnishing incorrect information will entail forfeiture of Earnest Money deposit in full or part.

6.3 The PVVNL reserves: -

- i) The right to reject all or any of the Tenders without assigning any reason thereof.
- ii) To split up the tender as it deems necessary.

6.3 Non-performance of the Tender/ Contract Conditions and also furnishing of any forged information or documents will disqualify a Tenderer to participate in the tender for the next three years.

6.4 Holograms being a highly technical as well as security product, the selection will be based on the technical evaluation.

6.5 The Tenderer should not have been caution listed or black listed by any Central or State Department or Undertaking. All Tenderers are to submit a declaration confirming this

6.6 **Price Fall Back:** If certain quantity of the equipment ordered under this specification remains unsupplied up to finalization of next/subsequent tender, lowest of the prices of this tender and the subsequent tender shall be payable for balance unsupplied material. In case the tenderer do not agree to supply the balance unsupplied quantity at the lower rates received in new tender, the unsupplied tendered quantity will be cancelled without any prejudice.

#### **(7) A) Challenge testing**

- a. The label contents can be challenged by any person.
- b. The challenge must be submitted to PVVNL in writing.
- c. PVVNL will examine the challenge within a month of the date of receipt in writing. The Standards and Labeling Implementation Committee will recon whether to conduct a challenge test or not, keeping in view the basis of the complaint and examination of past records.
- d. The decision of PVVNL shall be final and will be conveyed to complainant along with justification.
- e. If a challenge test is required then

- i. The complainant will deposit the expenses related to transportation (to and from the place of picking of sample to the test laboratory) and testing in advance to PVVNL.
- ii. PVVNL will arrange for selection and sealing of samples. The transportation to the assigned laboratory is the task of the user of label.
- iii. The testing will be conducted in an independent Test laboratory as per decision of PVVNL and the testing charges would be paid out of the advance by the complainant.
- f. The complainant and the user of label may witness the process of challenge testing.
- g. If the equipment fails the challenge test, then the expenses paid by the complainant would be reimbursed by the user of label whose equipment has failed.
- h. If the equipment passes the challenge test, then the deposit of complainant would be forfeited.

If the equipment fails the challenge test the enforcement process (section) will be followed.

#### **B) Enforcement Process**

- a. If the equipment fails the verification/challenge testing, then the matter will be placed before the Standards and labeling Implementation Committee and the user of label will be informed about the failure.
- b. The user of label has the option to go in for the second test, in case the equipment fails the first verification/challenge test
- c. A second test will be carried on with twice the initial test sample size, and all the samples should pass the test.
- d. The user of label will bear the expenses related to the second test.
- e. If the equipment passes the second verification/challenge test then no further action would be taken and the appliance would deem to confirm to the label.
- f. If the equipment subjected to verification/ challenge testing fails the second test the user of label will within the given time limit by PVVNL:
  - i. Correct the label level or remove the defects or deficiencies found for next equipment/models yet to be shipped out as well as for equipment/model sale in the market.
  - ii. Change particulars/information on advertising material
- g. If the user of label fails to comply with the direction issued under clause (f) the use of label for that model will be prohibited. In addition,
  - i. PVVNL will inform the consumers about the failure of the equipment by wide publicity.
  - ii. PVVNL may advise the government to debar the equipment/model and the user of the label from participating in any public tender.

#### **C) INSPECTION AND TESTING:**

- a. Inspection and testing shall be carried out as per clause 1.7 of general requirement of specification and clause 14 of general conditions of the contract Form-B
- b. With partial amendment of clause 1.7 of general requirement of specification, the firm has to give 15 days advance notice for inspection of material to Superintending Engineer (MM-I) PVVNL, Meerut.
- c. Every offer for inspection shall be accompanied with routine test results pertaining to offered lot.
- d. During inspection, the supplier may be required to produce acceptance & type test reports of manufacturer of all the bought out items to satisfy the inspecting officer that it conforms to the standards contained in technical specification & guaranteed technical particulars.
- e. All measuring and other instrument shall be properly calibrated and sealed once in every year. Calibration certificate when demanded by the inspecting officer shall be produced for verification purpose.
- f. In case of any dispute regarding calibration of the instruments, the instrument will be jointly sealed by your representative and inspecting officer and sent to Institute/Lab of repute for calibration at your cost. The result of such testing will be binding on both the parties
- g. In case the material is not found ready when the inspection party reaches there at the call for inspection of material, the cost incurred by the board on the account, will become payable by you.  
Other terms and conditions will remain as per clause 1.7 (Testing and Inspection) of general requirement of specification.  
The purchase further reserves the right to get these samples tested from any government recognized test house/laboratory or government test house/laboratory.

- (8) **PAYMENT TERMS AND CONDITIONS:** These Payment terms and conditions shall supersede terms and condition regarding payment mentioned anywhere else in the tender documents. Payment shall be made after receipt and satisfactory checking of material at site as per conditions of Form 'B'. The payment shall be made

as per the availability of funds with the Discom and no interest shall be paid for delayed payments, whatsoever the delay may be.

- (9). The purchaser is not bound to accept the lowest or any tender and may reject any or all the tenders, without assigning any reason. The purchaser may negotiate or re-tender on limited tender basis if substantial financial benefit is likely to accrue to the Board/Corporation. This is known as inviting “Rock Bottom Rates” where in the Tenderers are given the choice to reduce their rates to the minimum level possible. The purchaser may also provide the counter offer rates if need be, to the various Tenderers in the best interest of the Corporation.
- (10) “PVVNL, on his discretion, shall send randomly selected sample(s) from each lot or total supplied material for any/all Routine/Acceptance/Type tests as per technical specification /ISS in NABL accredited lab of high repute. The results of such tests shall be final and binding on both PVVNL and supplier. The cost of such test(s) shall initially be borne by PVVNL and in case the material is found not conforming to desired specification, the above cost shall be re-covered from the supplier. In addition to this following penal action shall be taken by PVVNL:-
- (a) The order for the remaining supplies if any against the said contract shall be cancelled.
  - (b) The supplier will be blacklisted/debarred from participating in tenders for at least 3 Years from the date of tests result into failure of supplied materials.
  - (c) The contract performance security deposited by firm shall be forfeited.

### **11.1 Splitting of order & allotment of quantity:**

- 11.1 The Purchaser reserves the right to split the order among various successful tenderers in any manner he chose without assigning any reasons what so-ever.
- 11.2 The Purchaser reserves the right to reduce the ordered quantity upto any extent without assigning any reasons what so-ever at any stage of tender even after placing the order or agreement with firm, if it is observed that the firm is not adhering the delivery schedule and hence the supply of material is adversely affected.
- 11.3 The quantity reduced in this manner from poor performing firm may be allotted to other firms who show better performance.
- 11.4 If the tender quantity is split among various successful tenderers and the extension of tender quantity under variation clause is needed, the performance of firms may be taken into consideration by the purchaser for allotment of this extended quantity among the firms.

12. निदेशक मण्डल उ०प्र० का०पा०लि०, लखनऊ के कार्यालय ज्ञाप सं० 634-कार्य/चौदह-पा.का.लि./2021-29-के/1983 दिनांक 09.04.2021 एवं संसोधन कार्यालय ज्ञाप संख्या 1499-कार्य/चौदह-पा.का.लि./2021-29-के/1983 दिनांक 13.09.2021 के अनुसार 'सूक्ष्म एवं लघु' उद्योगों के साथ स्टार्टअप्स को निम्नवत् प्रावधान किया जाता है-

12.1 प्राइस मैचिंग का विकल्प:

12.2 यदि टेण्डर में एल-1 ऑफर देने वाली फर्म उत्तर प्रदेश में स्थित सूक्ष्म एवं लघु उद्यम से इतर है (अर्थात् मध्यम या वृहद् फर्म है) और किसी सूक्ष्म एवं लघु उद्यम के द्वारा एल-1 आफर के मूल्य के 15 प्रतिशत की सीमा तक अधिक मूल्य अंकित किया गया है तो ऐसी दशा में उक्त सूक्ष्म एवं लघु उद्यम (या एक से अधिक ऐसे उद्यमों की दशा में 15 प्रतिशत बैंड में स्थित सभी सूक्ष्म एवं लघु उद्यमों) को यह अधिकार होगा कि वे अपने मूल्य को एल-1 स्तर पर लाकर कुल निविदा मूल्य के 25 प्रतिशत तक की सीमा तक आपूर्ति कर सकते हैं। ऐसी स्थिति में विभाग या उपक्रम द्वारा अनुमति दी जायेगी तथा आपूर्ति भी सुनिश्चित की जायेगी। एक से अधिक सूक्ष्म एवं लघु उद्यमों की दशा में उनसे ली जाने वाली आपूर्ति को उनके द्वारा निविदित मात्रा के अनुपातिक रूप में बाटा जायेगा। न्यूनतम 25 प्रतिशत मात्रा की आपूर्ति हेतु उत्तर प्रदेश में स्थित सूक्ष्म एवं लघु इकाइयों को प्राथमिकता दी जायेगी।

12.3 सूक्ष्म एवं लघु एवं स्टार्टअप्स इकाइयों को गुणवत्ता के मानको में किसी प्रकार की छूट अनुमन्य नहीं होगी।

1. निविदा सेट निशुल्क उपलब्ध कराया जायेगा।
2. ई.एम.डी. से छूट अनुमन्य है।

**Note: Certificate for Micro & Small enterprises issued by MSME shall be on the basis of latest audited balance sheet failing which the claim for exemption in tender fee and EMD shall not be considered & offer of the bidder may be rejected for further evaluation.**

These Special Conditions shall be read and construed along with the general conditions of Form 'B' and 'Instructions to Tenderers' but in case of any conflict or inconsistency between provision of Form 'B' and 'Instruction to Tenderers' the conditions contained herein shall prevail.