

## SPECIAL CONDITIONS

These Special Conditions shall be read and construed alongwith 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.

1. **Guarantee period:** As per provisions contained in clause no. 30 of form B, the material supplied shall be guaranteed for a period of 12 months from the date of installation/commissioning or 18 months from the date of receipt whichever is earlier. All other points of clause (30) of form B shall be applicable under this guarantee period clause.
2. **Security Deposit** The contractor shall deposit security @ **1% (One percent)** of the F.O.R. destination price of material in the form of Bank draft, FDR/CDR or Govt. interest 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, 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 there after for a regular supplier, & for a period of 42 months from the date of receipt of last lot of material with a claim period of six months there after 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.

3. **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.
4. **Payment:** Payment shall be made after receipt and satisfactory checking of material at site as per conditions of Form 'B'. No interest shall be paid for delayed payments, whatsoever the delay may be.
5. **Anti profiteering clause:** As per sanction 171 of GST Act 2017, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices. Hence supplier/manufacturer to ensure to pass the benefit of reduced prices to UPPCL. Further prices quoted by supplier/ manufacturer is subject to scrutiny under above section.
6. **Price reduction clause for late delivery:** As per provisions contained in clause no. (27) of form 'B' a penalty @0.5% per week on contract value subject to a maximum of 10% shall be applicable. All other points of clause (27) of form 'B' shall be applicable under this price reduction clause for late delivery.
7. 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.
8. In case of an accredited supplier the inspection of the tendered material, as per relevant IS/Technical specification, to be carried-out at the premises/testing facilities of the principal manufacturer before issuing dispatch instructions.
9. The contractor shall be responsible for any defects found in the supplied material during occasional random checking by representative of MD PVVNL – Meerut even if the payments have been cleared.

10. **Futile journey charges:** In case on receipt of inspection call from the firm after agreement, the material is not found ready or not as per GTP/Drawing/Technical Specification and relevant IS by the inspection team of PVVNL at the works of firm/manufacturer, the penal charges for such futile journeys shall be levied as per following:

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|---|---|-------------|
| 1. Location of firms works upto a distance of 1000 Kms. from PVVNL headquarter-Meerut | - | ` 35,000.00 |
| 2. Location of firms works above distance of 1000 Kms. from PVVNL headquarter-Meerut. | - | ` 40,000.00 |

The re-inspection call shall be entertained only after submission of futile journey charges by the firm in the form of demand draft in the name of Superintending Engineer (Head Quarter), PVVNL-Meerut and payable at Meerut. The firm shall be responsible for delay in supply of material due to futile journey as above.

The above shall be applicable with the following conditions:

- The firm shall be allowed to withdraw or defer the inspection call only once during the currency of the contract.
- If after withdrawing or deferment of inspection call once as mentioned in (a) above, firm again withdraws or defers inspection call due to reasons beyond their control, the Managing Director, PVVNL-Meerut may waive off the above penalty on merit.

The futile journey charges shall be allowed maximum two times. In case of failure of inspection twice, the action against the firm shall be taken as per rules.

- No tolerance shall be accepted on negative side either in dimension or in weight. However, if there is tolerance on negative side within the permissible limit of the specified standard, and it does not make any difference in the performance of the material, to be decided by purchaser only the proportionate reduction in prices shall be done by the consignee.
- Total packing as well as the individual item shall be weighed and it shall be assured that the weights are as per the minimum guaranteed weight during inspection as well as during and after receipt of material at store for recording the same in the M.B.
- Orders issued by UPPCL, PVVNL, UPSEB either before or at any stage shall be applicable and binding on the tenderer.
- Sample testing:** Purchaser, on his discretion, may send any randomly selected sample from the supplied lot for any/all testing as per technical specification / ISS in any of the NABL accredited lab. The results of such tests shall be final and binding on both the purchaser & supplier. The cost of such test (s) shall initially be borne by the purchaser 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 also be taken by the purchaser.
  - The order for the remaining supplies against the said contract shall be cancelled.
  - The supplier will be Blacklisted/ debarred from participating in tender for at least 3 years from the date of tests result into failure of supplied material.

**15. Splitting of order & allotment of quantity:**

- 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.
- 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.
- The quantity reduced in this manner from poor performing firm may be allotted to other firms who show better performance.
- If the tender quantity is split among various successful tenderers and the extension of tender quantity is needed, the performance of firms may be taken into consideration by the purchaser for allotment of this extended quantity among the firms.