

SPECIAL CONDITIONS FOR TENDER

- (1) **Security Deposit** The contractor shall deposit security @ 10% (Ten percent) of the F.O.R. destination price of work in the form of **RTGS/NEFT/DD/Bankers cheque/ BG/CDR/FDR/TDR** (bearing security duly pledged in favor 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 firm, shall be for a period of 18 months from the date of receipt of last lot of lot of work with a claim period of six months there after.** In case the work are delayed beyond the 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 work, 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 work 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.

2. Splitting of order & allotment of quantity:

- 2.1 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.
- 2.2 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.
- 2.3 The quantity reduced in this manner from poor performing firm may be allotted to other firms who show better performance.
- 2.4 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.
4. 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-
- 4.1 प्राइस मैचिंग का विकल्प:
- 4.2 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 ऑफर 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।
- 4.3 सूक्ष्म एवं लघु एवं स्टार्टअप्स इकाइयों को गुणवत्ता के मानकों में किसी प्रकार की छूट अनुमन्य नहीं होगी।
1. निविदा सेट निशुल्क उपलब्ध कराया जायेगा।
 2. ई.एम.डी. से छूट अनुमन्य है।

- (5) **Price Fall Back:** If certain quantity of the work ordered under this specification remains pending up to finalization of next/subsequent tender, lowest of the prices of this tender and the subsequent tender shall be payable for balance work. In case the tenderer do not agree to work the balance work at the lower rates received in new tender, the balance quantity will be cancelled without any prejudice.
- (6) **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 certificate issued by the Nodal officer/CEO of the work as per conditions of Form 'A'. 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. The bill shall be submitted to DQC PVVNL, Meerut along with satisfactory performance certificate issued by the Nodal officer/CEO of the work.
- (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 Discom/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/Discom.

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 may 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 'A' and 'Instructions to Tenderers' but in case of any conflict or inconsistency between provision of Form 'A' and 'Instruction to Tenderers' the conditions contained herein shall prevail.