

**SPECIAL CONDITIONS FOR TENDER**

- (1) **Pre-qualifying Conditions for trial suppliers:** Clause 1.2.1 & Clause 1.2.6 of Prequalifying conditions mentioned in “Instructions to Tenderers” of the tender specifications are hereby amended as follows:-

**1. (a) Clause 1.2.6**

In case of purchase of **Transformers, Cables & Conductors**, the purchaser at his discretion may consider to award trial order of small quantity to those bidders who have proven design and meet the requirements of clause **1.2.1, 1.2.3 and 1.2.4A** of “Instructions to Tenderers” & are already supplying the tendered item to electrical utilities of other states or to other Discoms of U.P. Such suppliers shall continue to be eligible for trial orders under this clause till their equipment has given three years trouble free operational service and they meet clause 1.2.2. However such tenderers need not to submit their price bid but rest of the documents as asked for in the tender are required to be submitted invariably. In case of award the firm shall be offered rates as approved by the department for other regular suppliers.

- (2) **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.

- (4) **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.
- (5) **Price Analysis** The tenderer shall necessarily submit the cost analysis of the item in support of the rates quoted by them in the tender. It shall be enclosed with the price part II only
- (6) **A) Challenge testing**
- The label contents can be challenged by any person.
  - The challenge must be submitted to PVVNL in writing.
  - 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.
  - The decision of PVVNL shall be final and will be conveyed to complainant along with justification.
  - If a challenge test is required then
    - 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.
    - PVVNL will arrange for selection and sealing of samples. The transportation to the assigned laboratory is the task of the user of label.
    - 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.
  - The complainant and the user of label may witness the process of challenge testing.
  - 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.
  - 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.

- (7) **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.

- (8) 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.

- (9) 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:

- |   |   |             |
|---|---|-------------|
| 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 Managing Director, 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:

- a) The firm shall be allowed to withdraw or defer the inspection call only once during the currency of the contract.
- b) 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.

- (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.

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

- 8.1 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.
  - 8.2 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.
  - 8.3 The quantity reduced in this manner from poor performing firm may be allotted to other firms who show better performance.
  - 8.4 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.
9. 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-
- 9.1 प्राइस मैचिंग का विकल्प:
  - 9.2 यदि टेण्डर में एल-1 ऑफर देने वाली फर्म उत्तर प्रदेश में स्थित सूक्ष्म एवं लघु उद्यम से इतर है (अर्थात् मध्यम या बृहद् 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।
  - 9.3 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।

**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.