

**SPECIAL CONDITIONS FOR TENDER**

- (1) The material will be guaranteed for the period of at least 12 calendar months from the date of installation at site or 18 months from the date of receipt of material by purchaser at site, whichever is earlier called "maintenance period". If the material is damaged within guaranteed period, it shall be replaced/repared by the supplier free of cost within one month of receipt of intimation. If damaged material are not replaced/repared within above period the purchaser shall recover an equivalent amount plus 15% supervision charges.
- (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 @1% (One percent) of the F.O.R. destination price of material in the form of Bank Draft, FDF/CDR or Govt. interest 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 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 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.
- (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 subject material 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**
  - 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.

- (7) 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 - Rs. 35,000.00
  - 2. Location of firms works above distance of 1000 Kms. from PVVNL headquarter-Meerut. - Rs 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.

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.

- (10) 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.

**(a) The order for the remaining supplies 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.**

- (11) The following provisions have been made for micro, small scale industries (MSE's) and startups, vide OM No. 8930/PVVNL-MT/MM/21-22 dated 16.02.2022 of Chief Engineer (MM) PVVNL Meerut in compliance of MD UPPCL Lucknow OM No. 634 dated 09.04.2021 and OM 1499 dated 13.09.2021 :-

पविनिनिलि की उत्पादों एवं सेवाओं हेतु आमंत्रित निविदाओं में प्रतिभाग करने वाले सूक्ष्म एवं लघु उद्यमों (MSE's) को निम्नलिखित लाभ प्रदान किये जाते हैं—

**(1). प्राइस मैचिंग का विकल्प:-**

- 1.1 यदि टेण्डर में एल-1 आफर देने वाली फर्म उत्तर प्रदेश में स्थित सूक्ष्म एवं लघु उद्यम से इतर है (अर्थात् मध्यम या बृहद 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 आनुपातिक रूप में बांटा जायेगा।
- 1.2 टेण्डर के उपरान्त सूक्ष्म एवं लघु इकाइयों के पक्ष में निर्णय लेते समय गुणवत्ता के मानकों में किसी प्रकार की छूट संबंधित इकाइयों को नहीं दी जायेगी और आशय का उल्लेख टेण्डर में स्पष्ट रूप से अंकित भी किया जायेगा।

**(2). विभागीय क्रय में सूक्ष्म एवं लघु उद्योगों से क्रय किये जाने हेतु आरक्षण:-**

उ0प्र0 पावर कारपोरेशन लि0 एवं सहयोगी वितरण निगम आदेश निर्गत होने की तिथि से अपने अधीन प्रस्तावित कुल वार्षिक क्रय (उत्पाद एवं सेवाओं को सम्मिलित करते हुए) का न्यूनतम 25 प्रतिशत लक्ष्य उत्तर प्रदेश में स्थित सूक्ष्म और लघु उद्यम के उत्पादों या सेवाओं से क्रय द्वारा आपूर्ति करने के उद्देश्य से निर्धारित करेंगे। शर्त यह है कि यदि 25 प्रतिशत क्रय के लिये उत्तर प्रदेश में स्थित सूक्ष्म एवं लघु इकाई उपलब्ध नहीं है अथवा 25 प्रतिशत के लक्ष्य में कमी आती है तो देश में स्थित किसी भी सूक्ष्म एवं लघु इकाई से 25 प्रतिशत की पूर्ति की जायेगी।

- (3). सूक्ष्म एवं लघु उद्योगों से किये गये उत्पादों एवं सेवाओं की आपूर्ति में निम्नलिखित को भी गिना जायेगा—
- 3.1 वृहद उद्यमों को दिए गए कयादेशों के सापेक्ष उनके द्वारा सूक्ष्म एवं लघु उद्यमों को निर्गत उपसंविदाओं के माध्यम से की गयी आपूर्ति।
  - 3.2 उत्तर प्रदेश लघु उद्योग निगम द्वारा गठित सूक्ष्म एवं लघु उद्यम संघों की उपसंविदाओं के माध्यम से की गयी आपूर्ति।
- (4). संव्यवहार लागत में कमी:—
- व्यवसाय चलाने की संव्यवहार लागत में कमी लाने के उद्देश्य से सूक्ष्म और लघु उद्यम (MSE's) तथा स्टार्टअप्स को निम्नलिखित सुविधाएं दी जायेगी:—
- 4.1 निविदा सेट निःशुल्क उपलब्ध कराया जाएगा।
  - 4.2 ईएमडी से छूट प्रदान की जाती है।

**NOTE:-** If the bidder firm comes under the criteria of exemption from Tender fee and EMD as per terms-condition of tender, being MSE's or startup firm, and seeking the exemption from Tender fee and EMD, they have to submit an under taking giving the reason for exemption mentioning the category of the firm i.e. small/micro/startup with relevant certificate issued by the competent government authority.