

Tender No. PVVNL-MT/MM/46(s)/22-23
SPECIAL CONDITIONS

1. The time & date of delivery specified shall be deemed to be essence of the contract & the supplies shall have to be completed as specified. If the supplier fails to deliver the material/equipment or any part thereof within the specified delivery period, the purchaser shall be entitled to take any action deemed appropriate.
2. The equipment offered shall be complete in all respect for their effective & trouble free operation, whether such details are mentioned in the specification or not. Any fittings, accessories or apparatus which may not have been specifically mentioned in the specification, but are usual or necessary in the equipment, shall be deemed to be included in the contract & shall be supplied by the supplier without extra charges.
3. **Additional Guarantee Period :** The product supplied by trial supplier shall be guaranteed for additional 24 months from the Guarantee period applicable for regular supplier which is 42 months from the date of receipt of material at site or 36 month from the date of commissioning whichever is later. During the guarantee period bidder shall be responsible for free replacement at site for any defect/damage reported by the purchaser. The defective/damaged equipment should be replaced within five days of intimation of damage by the purchaser, failing which a penalty of **Rs.200 per day** to the maximum limit of cost of new equipment for similar capacity, shall be deducted from the firm's bill or security for the delayed period. Clause 30 of General Conditions of contract Form B shall be treated as amended to that extent.
4. Security Deposit for this tender specification shall be 1% in place of 3% mentioned elsewhere and shall supersede all such elaborations. The validity of the security shall be for a period of 42 months from last dispatch of material with a claim period of six months thereafter.
5. **Supplier will have to do survey of substation for exact requirement / size as per make of PT before supply.**

PVVNL has also allowed to submit the consolidated performance security & to avail this facility following provision have been laid down:-

- i. पश्चिमांचल वि०वि०नि०लि० में मीटरिंग इक्विपमेन्ट यथा सी०टी०, पी०टी०, सी०टी०-पी०टी० कम्बाईन्ड यूनिट एवं मीटरिंग क्यूबिकल्स की आपूर्ति के लिये निविदादाता को न्यूनतम रु० 50 लाख की कन्सोलिडेटेड बैंक गारन्टी देनी होगी जो रु० 10 करोड़ तक के कार्यों हेतु न्यूनतम गारण्टी होगी। तदुपरान्त निम्नवत् कन्सोलिडेटेड बैंक गारन्टी देनी होगी :-

Ø; kns kadh dy jkf'k	dUl kfyM/M cbl xkjUVh
Above Rs. 10 Cr to Rs. 15 Cr.	Rs. 75 Lacs
Above Rs. 15 Cr to Rs. 20 Cr.	Rs. 1 Cr
Above Rs. 20 Cr to Rs. 25 Cr.	Rs. 1.25 Cr
Above Rs. 25 Cr.	Rs. 1.30 Cr

- ii. कन्सोलिडेटेड बैंक गारन्टी का विकल्प चुनने पर आपूर्तिकर्ता फर्मों को प्रथम क्रयादेश के लिये लैटर ऑफ इन्डेन्ट जारी होने के अधिकतम एक माह के अन्दर आगामी वित्तीय वर्ष में सम्भावित कुल क्रयादेशों के सापेक्ष उपरोक्त तालिका के अनुसार किसी एक स्लैब के समतुल्य धनराशि बैंक गारन्टी के रूप में जमा करनी होगी।
- iii. यदि किसी भी समय निगम को ऐसी आवश्यकता जान पड़ती है कि सन्दर्भित कन्सोलिडेटेड बैंक गारन्टी अपर्याप्त है तब फर्म को उच्चतर स्लैब के समतुल्य धनराशि की कन्सोलिडेटेड बैंक गारन्टी जमा करनी होगी।
- iv. साथ ही आपूर्तिकर्ता द्वारा कन्सोलिडेटेड बैंक गारन्टी का विकल्प चुने जाने पर बैंक गारन्टी में वर्तमान Clause-2 के स्थान पर संशोधित Clause-2 जो कि निम्नानुसार है को सम्मिलित किया जाना होगा :-

Present clause (Clause 2 of form of guarantee bond for security)	Amended clause (To be incorporate in consolidated B.G at clause no. 2 of Guarantee Bond)
We _____ Bank Ltd. do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on demand from the Nigam stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the Nigam by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Agreement or by reason of the Contractors failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount no exceeding to Rs. _____	We _____ Bank Ltd. do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on demand from the Nigam stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the Nigam by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Agreement or any other agreement executed by supplier with PVVNL for supply of any type or capacity of Metering equipment viz CT, PT, CT-PT Combined Units, Metering Cubicle or by reason of the Contractors failure to perform the said agreement or any other agreement executed by supplier with PVVNL for supply of any type or capacity of metering equipment viz CT, PT, CT-PT Combined Units, Metering Cubicle Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding to Rs. _____

- v. कन्सोलिडेटेड बैंक गारन्टी में सम्मिलित निविदाओं में से किसी भी एक निविदा में वर्णित दिशा-निर्देशों के सम्बन्ध में सम्बन्धित कार्यदायी संस्था द्वारा उल्लंघन किया जाता है तो निगम को यह अधिकार होगा कि वह कन्सोलिडेटेड बैंक गारन्टी की धनराशि को जब्त कर ले।
- vi. उपरोक्तानुसार कन्सोलिडेटेड बैंक गारन्टी कार्यदायी संस्थाओं पर बाध्यकारी ना होकर एक वैकल्पिक सुविधा के रूप में उपलब्ध कराया जायगा

“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.
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 prejudice.
7. **Rock Bottom Rates:** 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

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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. **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:

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

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 **SE, Head Quarter, PVVNL Meerut or RTGS/NEFT in Account No. 3493639431 of SE, Head Quarter, PVVNL Meerut in Jail Chungi Branch Meerut of Central Bank of India having IFSC Code No. CBIN0282337**. 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.

The trial firms need not to submit their price bid but rest of the document as asked for in the tender required to be submitted invariably. In case of award, the firm may be offered rates as approved by the purchase committee for lowest regular supplier.

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.

Responsibility for obtaining information:- wherever any information or clarification in respect of manufacture of any item, terms & condition, GTP etc laid down herein is sought by bidder, the same shall have to be obtained well in time from this office or concerned offices, The supplier shall solely be responsible for collecting the same well in time, so that there is no delay in scheduled delivery.

11. निदेशक मण्डल उ0प्र0 का0पा0लि0, लखनऊ के कार्यालय ज्ञाप सं0 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—
 1. प्राइस मैचिंग का विकल्प:
 - 1.1 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।
 - 1.2 सूक्ष्म एवं लघु एवं स्टार्टअप्स इकाइयों को गुणवत्ता के मानकों में किसी प्रकार की छूट अनुमन्य नहीं होगी।
 2. निविदा सेट निशुल्क उपलब्ध कराया जायेगा।
 3. ई.एम.डी. से छूट अनुमन्य है।

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.