

## **INSTRUCTIONS TO TENDERERS**

### **1.1 PREPARATION OF TENDER:**

- 1.1.1 Before submission of the tender, the tenderers are required to make themselves fully conversant with the important note, instructions to tenderers, special conditions for tender, Technical Specifications, Drawings, General requirement of Specifications including schedules and General Conditions of contract of form 'B' as may be applicable so that no ambiguity arises at a later date in this respect. If any clarification in respect of the tender specification is necessary the Tenderers are welcomed to obtain the same from the Purchaser before opening of the tender.
- 1.1.2 Any inconsistency or ambiguity in the offers made by tenderer shall be interpreted to the maximum advantage of PVVNL and disadvantage to the tenderer. The tenderer shall have no right to question the interpretation to the purchaser in all such cases and the same shall be binding on the tenderer.
- 1.1.3 The tender should be prepared and submitted strictly in accordance with the instructions contained in these specifications. The tender shall be complete in all respect. Tender must be submitted in the manner specified on the attached prescribed schedule and / or copies there of. To complete the proposal, the tenderer must fill in the tender form, declaration, all schedules & data sheet, annexed with the specification, item by item in accordance with the instructions and notes supplementary thereto. The interpolations, insertions, cutting & corrections made in the tender offers should be duly initialed by the tenderer.
- 1.1.4 Tenderer shall supply the data required in sheets annexed with the specification by typing at appropriate places against each item to facilitate preparation of comparative statements. These sheets must be properly signed by authorized representative of the tenderer/manufacturer testifying the data submitted. All schedules must be duly filled in and shall be enclosed/ uploaded. In case the tenderer does not supply any of the required information at the time of tender, necessary loading may be made while evaluating the prices of his offer without giving him any further opportunity to supply or clarify the same. The tenderers are notified that in case the required information's are not furnished in the specified proforma/schedules attached with the specification, the purchaser shall not be responsible for any error in the evaluations of their tender on this account. Further, the failure to comply with this requirement may result in the rejection of the tender at the discretion of the purchaser. **THE DOCUMENTS IN THE TENDER SUBMITTED BY THE TENDERER SHALL BE SERIALY MARKED WITH THE PAGE nos.**
- 1.1.5 Purchaser may revise or amend these specifications and drawing etc. prior to date notified for opening of tenders. Such revision/amendment, if any will be uploaded on e-procurement portal.
- 1.1.6 Any portion of the terms and conditions as laid down in these specifications which are not clear to the tenderer should be got clarified from the purchaser before submission of the tender so that no ambiguity / confusion arises at a later date in this respect.
- 1.1.7 A set of technical, descriptive and illustrative along with drawing must be uploaded with tender by the tenderer so that clear understanding of equipment offered is obtained.
- 1.1.8 Tender shall be accepted only through E-tendering process by E-tendering **portal [www.etender.up.nic.in](http://www.etender.up.nic.in)**. Tenderer, if so desire, may authorize one representative for attending tender opening on his behalf. In such instance, the representative shall be required to submit the authorization certificate with his signature duly attested by the person signing tender or on behalf to the tenderer. This certificate shall be submitted to the authority opening the tender. In absence of such certificate, no representative shall be allowed to participate in tender opening.

## 1.2 **PRE-QUALIFYING CONDITIONS:**

- 1.2.1 Tenderer shall meet the pre-qualifying conditions as mentioned in “PQR (PRE QUALIFYING REQUIRMENTS)” of tender documents.
- 1.2.2 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 for trial supplier as mentioned in “PRE-QUALIFYING REQUIRMENTS”. The price part of Trial firms shall not be opened. In case of award the firm shall be offered rates as approved by the department for other regular suppliers.
- 1.2.3 The DISCOM will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement mentioned in the bid documents. The DISCOM shall be the sole judge in this regard and the DISCOM’s interpretation of the Qualification Requirement shall be final and binding.
- 1.2.4 The DISCOM may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.

## 1.3 **SUBMISSION OF TENDER:**

- 1.3.1 The tenderer shall submit his tender through online in three separate parts.
- (i) **TENDER BID PART- I & II (Online):** This part shall contain the tender fee, earnest money and a confirmation of validity of offer of 180 days. This part shall also contain technical & commercial particulars and other terms & conditions except prices.
  - (ii) **TENDER BID PART- III (Online):** This part shall contain prices.
  - (iii) In case tenders are not submitted in separate parts as above, the same may not be considered.
  - (iv) The tenders of those firm who do not submit the required tender fee and earnest money shall not be considered.

- 1.3.2 **TENDER BID PART- I & II** (Tender Fee, Earnest money, Validity, Technical & Other terms):

1.3.2.1 Tenderer is required to deposit tender fee as specified in the tender notice. The tender fee will have to be deposited on-line through 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 Scanned copy of Pay in slip/UTR No., as a proof of depositing tender cost has to be uploaded on the e-procurement portal of PVVNL [www.etender.up.nic.in](http://www.etender.up.nic.in).

Tenderer is required to deposit earnest money as specified in the tender notice for full tendered quantity. In case any tenderer wishes to quote lesser quantity. The amount of earnest money may be reduced proportionately. In case any tenderer deposits earnest money of a lesser amount, his offer shall be considered for the proportionate quantity only unless specified otherwise in the instructions. There shall be no exemption from earnest money, even if the tender is registered with DGS & D, store purchase section of U.P. or U.P. small-scale industries. The earnest money shall be accepted in any of the following forms only.

- (a) The EMD will have to be deposited on-line through 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 Scanned copy of Pay in slip/UTR No., as a proof of depositing EMD, has to be uploaded on the e-procurement portal of PVVNL [www.etender.up.nic.in](http://www.etender.up.nic.in).

**OR**

- (b) Bank Guarantee from a schedule Bank in India, executed on a non-judicial stamp, paper of requisite value as per U.P. Stamps Act STRICTLY on the specified proforma appended with form ‘B’ (only applicable when amount of earnest money exceeds Rs. 500/-). The validity of the Bank guarantee would not be less than 270 days from the date of tender opening plus claim period of 6 months thereafter. Any deviation or addition/deletion from the text of the specified proforma of a Bank Guarantee/inadequate value of stamp paper shall render the Bank Guarantee invalid for the purpose of opening of tender Bid Part – III.

- 1.3.2.2 Offers without proper earnest money and a undertaking on prescribed format given in Schedules, confirming the validity for 180 days shall not be considered under any circumstances. The earnest money shall be refunded after, award is finalized. The earnest money of successful tenderer shall however be retained till such time he deposits security.
- 1.3.2.3 The following provisions have been made **for micro and 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. **These provisions are applicable for Manufacturer/ Service Provider bidders only and Not applicable for Trader/ Accredited representative bidders.**

पविविनिलि 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 वृहद 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 उपरांत 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 करेगे। 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 क्रय 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 उप निविदाओं के माध्यम से की गयी आपूर्ति।
- 3.2 उत्तर प्रदेश लघु उद्योग निगम द्वारा गठित सूक्ष्म एवं लघु उद्यम संघों की उप निविदाओं 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.

1.3.2.4 Beside earnest money & validity offer, this bid shall also contain all Technical, Commercial and other terms and conditions. The following documents duly filled in, must also accompany the tender bid Part- I:

- 1 Schedule A : Tender Form.
- 2 Schedule B : Documents regarding pre-qualification details of the tenderer.
- 3 Schedule C : Declaration.
- 4 ~~Schedule D : Proforma for joint undertaking by collaborator/Associate and the tenderer.~~
- 5 Schedule E : General particulars.
- 6 Schedule F : List of drawing/literature enclosed with the tender.
- 7 Schedule G : Schedule of deviation from Technical specification.
- 8 Schedule H : Schedule of deviation from Instructions to tenderer.
- 9 Schedule I : : Schedule of deviation from General requirement of specifications.
- 10 Schedule J : Schedule of deviation from General conditions of contract form-B.
- 11 Schedule K : Schedule of quoted guaranteed delivery.
- 12 Schedule L : Certificate of reasonability of rates
- 13 Schedule M : Statement giving details of proprietorship / partnership of
- 14 Schedule N : Certificate of financial capability
- 15 Schedule P<sub>1</sub> : Schedule of quantities and prices for main equipment.
- 16 Schedule P<sub>2</sub> : Financial incidence of deviations from technical Specification.
- 17 Schedule S : Schedule of Guaranteed Technical Particulars

**Note-** No price is to be indicated in any form in any of the above schedules for any item in tender bid Part- I whatsoever.

1.3.3 **TENDER BID PART- III (PRICES)**- The following documents, duly filled in, must be submitted in Part- III bid:

- Schedule P1 : Schedule of quantities and prices of main equipment.
- Schedule P2 : Financial incidence of technical deviations if any.

1.3.4 **PROCEDURE FOR OPENING AND PROCESSING OF TENDERS:**

1.3.4.1 **Part-I &II (Tender fee, Earnest Money', Validity & Technical/Commercial pre-qualifying conditions)** : Part-I&II of the offer shall be opened through online on the due date as specified/notified. Part-I&II of the tenders accompanied with the required tender fee, earnest money & validity shall be scrutinized and processed in this office to ensure whether the same are conforming to the technical requirements of the specifications. Queries as raised by the purchaser on the technical matters as may be necessary shall be referred to the tenderers to give them a chance to clarify only technical details furnished or any wanting information, in order to ensure whether the tenderer can supply the equipment strictly in accordance with the technical specification. Such queries when raised from this office should be replied within the time stipulated from the date of dispatch of such letters from this office falling which, tenders shall be finalized on the basis of the information as may be available. It shall be, therefore in the best interest of the tenderers to give complete and comprehensive technical particulars / description and details of the equipment offered by them confirming to the technical requirement.

- 1.3.4.2 **Part III:** After scrutiny of technical and commercial terms and conditions along with the following clauses, the price part of only those tenderers whose offers have been found technically and commercially acceptable along with the following clauses and who fulfill pre-qualifying clause, shall be opened through online on e-procurement portal.
- 1.3.4.3 The purchaser reserves the right to open the Part III of any tenderer for any reason. Opening of the part III does not mean the tenderer qualifies for the order
- 1.3.5 Any action on the part of the tenderers to revise the price / prices and / or change the structure of price (s) at his own instance after the opening of the tender may result in rejection of the tender and / or debarring the tenderer from participation in purchase by the PVVNL for one year in the first instance. In such cases earnest money submitted in Part – I can also be forfeited.
- 1.3.6 Tenderer shall ensure to put initials on each and every page of the tender. Last page of each document forming part of the tender shall bear full signature under official seal fully disclosing the name, designation and relationship with the firm of the signatory. In case of partnership concern, the tender may be signed by all the partners of the firm or one of them holding power of attorney (copy to be furnished along with the offer). In case of corporation / company, tender may be signed either by the president or secretary of such authority to be furnished along with the offer). Besides this, the tenderer shall ensure to furnish the following information.
- (i) Name, designation, profession with postal address of all the partners / directors and other persons authorized to conduct business in respect of this tender.
  - (j) Postal addresses of the firm's works, regd, and head offices, sales office and local office etc.
  - (k) Names and postal address of their authorized local representative / liason officers.

Scanned copy of **A power of attorney on Rs. 100 stamp paper** duly authorized by a Notary Public indicating that the person(s) signing the bid have the authority to sign the bid and thus that the bid is binding upon us during the full period of its validity shall be uploaded on the E-procurement portal [www.etender.up.nic.in](http://www.etender.up.nic.in). The original power of attorney will then be sent to this office within 7 days.

- 1.4 **VALIDITY :** The tenders shall be valid for a period of 180 calendar days from the date of opening tenders with lesser validity are liable to be rejected.
- 1.5 **PRICE & PRICE STRUCTURE :** The tenderers are required to quote **firm or variable** prices without ceiling limit on either sides as per schedule “**NATURE OF PRICES**”.

Wherever the tenderer has been asked to quote unit **firm prices** but he quotes **variable prices**, his offer shall not be considered.

Wherever the tenderer has been asked to quote unit **variable (ex-works) prices** only, without any ceiling limit on either side, but he quotes either **FIRM price** or **VARIABLE PRICES WITH CELLING**, no advantage shall be given to the tenderer.

- 1.5.1 The equipment shall be installed at different place in Western U.P. hence the tenderer must quote unit F.O.R. destination price of all the items (along with ex- work prices) for dispatch to any railway station in Western U.P. The unit F.O.R. destination price shall comprise of the following components.
- (a) Ex- works prices.
  - (b) Packing, forwarding, freight and insurance charges against all risks including insurance charges for 30 days storage after receipt of equipment at destination stores / substation against all risks.

The tenderers must quote unit prices exclusive GST of these components individually.

1.5.2 **TAXES & DUTIES** : In the Schedule P-1 (Price Bid), the price quoted for Ex- works and Packing, forwarding, freight and insurance charges should be exclusive of GST. GST should be quoted separately in the Schedule P-1 (Price Bid).

~~1.5.3 **PRICE VARIATION**:~~

~~If tenderers have been asked to quote only “FIRM prices” then this “PRICE VARIATION” clause No. 1.5.3 shall be treated deleted.~~

~~If the tenderers has been asked to quote the **variable price** as per clause 1.01 mentioned in “NATURE OF PRICES”, the tenderer has to follow the following instructions.~~

~~1.5.3.1 The tenderers are required to quote Variable prices only without ceiling limit on either side, as per IEEMA / IPC / CACMAI etc. or relevant formula and base indices as given in **Annexure 'A'** unless specific otherwise under "Instruction to tenderers", the price variation admissible as per the latest price variation formula as applicable for the equipment (of the tendered capacity and rating).~~

~~The ruling date (base date) of basic prices of raw materials published in IEEMA / IPC / CACMAI etc. circulars as applicable shall be the **base date** as mentioned in **price schedule 'P1' (price bid)**. If ruling date (base date) is not mentioned in price schedule then it shall be the date as on first working day of the calendar month prior to the date of tendering. The date of tendering shall be taken as the notified date of opening of the tender.~~

~~1.5.3.2 The price variation shall be allowed on Ex works prices only for the contracted delivery period in cases where variable prices have been invited.~~

~~1.5.3.3 The component of packing & forwarding, freight & insurance unloading at the store center or place mentioned in the DI and transit cum 30 days storage insurance charges shall remain firm in all respect throughout the currency of the contract.~~

~~1.5.3.4 Tenderer shall quote FIRM prices only for the spare parts, type tests, service charges for erection and commissioning of the equipment.~~

~~1.5.3.5 Bank charges, if any, for documents to be negotiated through bank, shall be borne by the tenderer.~~

1.6 **EVALUATION OF TENDER:**

1.6.1 In comparing tenders and in making awards, the purchaser may consider such factors as, compliance with specifications, relative quality and adaptability of suppliers of services, experience, record of integrity in dealing, ability to furnish repairs and maintenance services, the time delivery, capability top perform and available facilities such as adequate shops, plant equipment, technical organization etc.

1.6.2 In case prices of some items are given in lumpsum where unit prices are required purchaser reserves the right to evaluate unit prices on the basis of the quoted lumpsons prices.

1.6.3 In case, where a tenderer does not quote F.O.R. destination price asked for, their quoted unit prices shall be loaded by appropriate additional factors on ex- works prices as below:

- |     |  |                         |
|-----|--|-------------------------|
| (a) | Packing charges  | @ 0.75%                 |
| (b) | Forwarding charges   | @ 0.25%                 |
| (c) | Freight for Ist 500 kms.   | @2%                     |
| (d) | Freight for every next 250 kms.  | @0.5% or part there of. |
|     | (For this purpose, distance shall be taken from supplier's works to Meerut and in case the distance is less than 500 km. Loading shall be done for a minimum distance of 500 kms.) |                         |
| (e) | Transit insurance  | @0.5%                   |
| (f) | Insurance for 30 days storage  | @0.5%                   |
|     | after receipt of equipment at destination station.   |                         |

However, while placing order on such firms (who have not quoted various elements of freight insurance etc.) The order shall be awarded to them taking minimum of the charges as quoted by the tenderers.

Where tenderer quotes only F.O.R. destination prices without break-up as schedule 'P-1' the required ex-works prices shall be computed by deducting the minimum of the packing forwarding, freight and insurance rates quoted by other tenderers. However, while placing the order on such firms, the maximum of the packing and forwarding, freight & insurance (combined) quoted by other tenderers in the tender shall be provided, in the purchase order and the ex- works prices for order shall be worked out from quoted F.O.R. destination price.

- 1.6.4 If any bidder quotes payment terms, which amount to advance and / or payment which is in deviation from payment terms given in form 'B' and general requirement of specification annexed with this bid document, the bid shall be loaded @ 20% interest per annum on the amount and for period of advance payment involved.

In case of tender (s) demanding payment in excess of 90% against R/R through bank admissible as per tender specification, loading at the rate of 20% (twenty percent) per annum on the amount demand in excess of 90% for a period of one month shall be done irrespective of the fact that the tenderer has offered to submit a Bank Guarantee and irrespective of the quantum of the bank guarantee.

- 1.6.5 And rebate/discount linked with quantity, terms of payment any other conditions shall not be considered for the purpose of evaluation and comparison of such offer vis-a-vis others. However, the same may be availed while placing orders with such successful tenderers. Where slab rates are quoted each, slab will be treated as separate offer.
- 1.6.6 If the tenderer fails to quote prices for any of the item (s) \ component (s) as asked for or confirm its supply free of cost the highest price as quoted by the other tenderer (s) for the same shall be added to arrive at F.O.R. destination computed prices or such tenderer for comparison purposes only.
- 1.6.7 [The price shall be compared inclusive of GST.](#)
- 1.6.8 Loading on any account as may be deemed necessary in the opinion of the purchaser to bring the various offers at par to each for comparison purpose may be done at the discretion of the purchaser.

## 1.7 **SPLITTING OF ORDER & ALLOTMENT OF QUANTITY:**

- 1.7.1 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.
- 1.7.2 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.
- 1.7.3 The quantity reduced in this manner from poor performing firm may be allotted to other firms who show better performance.
- 1.7.4 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.

## 1.8 **AWARD OF CONTRACT:**

- 1.8.1 The purchaser is not bound to accept the lowest or any tender and may reject any or all the tenders without assigning any reason.
- 1.8.2 The order to the successful bidder(s) shall be placed on finally accepted unit F.O.R. destination price exclusive GST by the Discom. GST shall be payable extra as applicable.
- 1.8.3 If it comes into notice of purchaser at the time of award of contract, that the bidder is debarred/blacklisted by any government/semi government/PSU/ Local bodies etc, then-
- (i) No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by any government/semi government/PSU/Local bodies etc. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.
  - (ii) If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1 and the price quoted by L-1 bidder shall be taken as reference price to award the contract to other eligible bidders. Bid security submitted by such debarred firms shall be returned to them.
  - (iii) Contracts concluded before the issue of the debarment order shall, not be affected by the debarment Orders.
  - (iv) The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the “Debarment Order”.
  - (v) Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.
- 1.8.4 The successful Tenderer, if required to do so, may have to enter in to a contract/rate contract agreement with the purchaser as per General conditions of Form-B and other conditions attached with the tender specification. However, the rate contract shall be for one year, which may be extended for on other one year with mutual consent.
- 1.8.5 For signing the contract, a duly authorized representative of the successful Tenderer shall be required to sign and accept the contract at Meerut within the time specified in the letter of intent, failing which it shall be considered that he is not interested in accepting the offer and actions as deemed fit shall be taken by purchaser without making any further correspondence with successful tenderer.

## 1.9 **FORFEIT THE AMOUNT OF EARNEST MONEY :**

PVVNL will be entitled to forfeit the amount of Earnest Money without any prejudice under any of the following conditions:

- a) If the L-1 bidder fails to accept the LOI or fails to provide the Performance Security or fails to sign the contract, PVVNL will be entitled to forfeit the amount of Earnest Money and/or debarring/blacklisting of bidder for 6 months to 3 years, without any prejudice.
- b) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this tender;
- c) If any Applicant withdraws its Proposal during the period of its validity as specified in this tender and as extended by the bidder from time to time,
- d) In the case of the Selected bidder, fails to sign the contract or provide the Performance Security.
- e) If the Applicant commits any breach of terms of this tender or is found to have made a false representation to PVVNL.

- 1.10 **INCOME AND SALES TAX CLEARANCE CERTIFICATE** : ~~The tenderer shall furnish with the tender, income tax and sales tax clearance certificate of current, as well of the preceding year from the competent authority. Alternatively, the tenderer shall give valid reasons for his inability to furnish such a certificate. The purchaser reserves the rights to reject any tender if income tax / sales tax clearance certificates are not furnished or the reasons for the tenderer's inability to furnish such certificates, are not given in the tender.~~
- 1.11 **DEVIATIONS** : The offer should be strictly in line with the conditions, specifications and other requirements mentioned in this tender specification document. No deviations are permitted except under special circumstances. Should the tenderer wish to depart from the general requirements of Technical Specification or General Conditions of contract form 'B' in any way, he must draw specific attention to such departure (s). All such deviations shall specifically be filled up in the relevant deviation schedule. If deviations are not specifically recorded in these schedule and submitted along with the tender documents, it will be presumed that there are no deviations and this interpretation will be binding upon the tenderer. Purchaser is, however, not bound to accept all or any deviations as mentioned in such schedule. Tenderers are also advised not to enclose their own standard or printed terms and conditions for sale etc. as the same shall not be considered.
- 1.12 **CANVASSING**: No tenderer shall canvass any PVVNL official or the Engineer, with respect to his own or other tender. Contravention of this condition will result in rejection of the tender, This clause shall not be deemed to prevent the tenderer, from supplying to the Engineer any further information / clarification asked for by Engineer.
- 1.13 **SPECIAL NOTE** : It may very clearly be noted by all that no modification in price reduction clause No. 27 of contract form 'B' shall be accepted i.e. broadly a price reduction of 1/2 % per week subject to a maximum of 10% shall be applicable.
- 1.14 **VARIATION IN QUANTITY OF MATERIAL / EQUIPMENT**: The requirement indicated in this specification can vary to the extent of 20 % on either side.
- 1.15 **DELIVERY SCHEDULE**: The delivery shall be quoted specifically and explicitly for each complete item separately in schedule 'K' and shall be guaranteed under price reduction clause 27 of general condition of form 'B' annexed.
- 1.16 **DEVIATION FROM SPECIFICATION**: This specification is mainly for the guidance of the tenderer / manufacturer. These requirements of necessity included some specific elements of construction and materials but are not intended to preclude ingenuity or improvement. If the tenderer proposes any deviation from this specification these will be considered provided, they are necessary either to improve the utility, performance and efficiency or to secure overall economy. This will be clearly and explicitly explained in the tender. Such deviations shall also be brought out clearly use in the prescribe schedule.
- 1.17 **STANDARD**:
- 1.17.1 Except as modified by this tender specification, all materials and equipment shall conform to the requirement of the latest editions of relevant ISS / IEC.
- 1.17.2 However in the event of the tenderer offering equipment conforming to standards other than Specification ISS / IEC standards, the salient point of comparison between the standards adopted and relevant ISS / IEC standards shall be indicated clearly in the proposal.
- 1.17.3 Should the tenderer wish to depart from the provisions of the specifications, either on account of manufacturing practices or for any other reason, he shall clearly mention the departure and submit complete justification supported by information, drawings etc. as it will enable to assess the suitability of equipment (s) offered.
- In the event of the tanderers's specifications drawing forms and tables etc. being found to disagree with the requirement of this specifications at any stage these specifications shall be binding unless the departures have been duly approved in writing by the purchaser.

1.18 **ERECTION SUPERVISION:**

- 1.18.1 The tenderer shall quote for the services of an erection engineer who shall assume full responsibility for the erection, testing and commissioning of the equipment offered. Skilled and unskilled labor and tools of general use would be provided by the purchaser.
- 1.18.2 The tenderer shall submit a list of all special tools and instrument required for erection testing an commissioning and shall include the same in the tender.
- 1.18.3 The tenderer shall indicate per item and per menses rates for the services of the erection, engineer. Tender shall also indicate the estimated time for the erection, testing and commissioning to the equipment offered.

1.19 **DRAWINGS & MANUALS:** Along with tender, the tenderer shall submit the following drawings-

- (a) General arrangement drawings of the equipment offered.
- (b) Detailed dimensional drawings and descriptive literature of all the components supplied.
- (c) Basic electrical diagram.

1.20 **SPARE PARTS:** The tender shall recommend a set of spare parts required for normal maintenance of the equipment offered for a period of five years.

1.21 **FOREIGN EXCHANGE :** Tenderer offering equipment without involving any foreign exchange and commitment on the part of purchaser will be considered.

1.22 Purchaser reserves the right to relax any condition mentioned anywhere in the tender document without assigning any reason whatsoever.

1.23 The purchaser reserves the right to open the Part III of any tenderer for any reason. Opening of the part III does not mean the tenderer qualifies for the order.

1.24 For Price variation, the base date mentioned in Price schedule “P1” (Price Bid) shall prevail over the base date mentioned at anywhere in tender documents.

1.25 Tenderers offering quantity less than that of mentioned in clause 1.2 of “Schedule of quantities, desired delivery & earnest money” of the required individual material shall not be considered and their offer shall be summarily rejected.

1.26 The tenderer and their principal shall have to submit the documentary evidence of having financial capability to execute the offer. The bankers certificate in this regard shall be preferred.

1.27 The tenderers and their principals shall have to submit a certificate of reasonability of the rates (in the schedule L) that the rates quoted by the tenderer are lowest from any rates quoted by them during last one year. In case the prices are not lowest, they will have to mention the percentage variation from the lowest prices alongwith the reason of variation. Further they will also quote the variation in the prices from the lowest prices of last three years, copies of order of these shall also be enclosed with the tender.

1.28 Tenderers are cautioned to take a special note of Clause 1.5.2 (Taxes & Duties) and 1.1.4, as Vague Statements may lead to REJECTION of their BID.

1.29 Orders issued by UPPCL, PVVNL, UPSEB either before or at any stage shall be applicable and binding on the tenderer.

1.30 The material shall be checked of being properly sealed as per the sealing done after the inspection and material being the same, which was inspected by the representative of M.D., PVVNL-Meerut at the stores alongwith the quality & Quantity of the material.

1.31 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.

- 1.32 All the material shall be marked with the name of manufacturer, PVVNL-MT/serial nos. from one to the last no. of the ordered quantity and these serial nos. shall be quoted right from the inspection report, dispatch note, Challans, Invoices, Bills, M.B. and stock accounts.
- 1.33 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.
- 1.34 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.
- 1.35 **ORIGINAL DOCUMENTS REQUIRED:** The tenderer has to submit the original copy of documents which are required in tender (in original) within 7 days of date of bid opening failing which the bid may be rejected-
- 1) Pay in slip of RTGS/NEFT of tender fee and EMD.
  - 2) BG against EMD, in case EMD is submitted in form of BG.
  - 3) Schedule-C on affidavit of Rs.100 Stamp Paper with notary.
  - 4) Blacklisting/debarred under taking on affidavit of Rs.100 Stamp Paper with notary.
  - 5) Power of Attorney authorizing to sign the bid on affidavit of Rs. 100 stamp paper with notary.
- 1.36 **The bidders have to put the serial number on each page of the tender documents before uploading. An “INDEX of Enclosures” is provided with the SCHEDULES. The “INDEX of Enclosures” duly filled should be uploaded along with Part-II of bid.**