

## SPECIAL CONDITIONS FOR TENDER

- (1) **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.
- (2) **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.

**Contract agreement shall be furnished within 15 days from the date of LOI. Inspection offer without furnishing agreement may not be entertained.**

**Any delay in inspection of material due to delay in execution of agreement shall be the part of firm and no delivery schedule extension shall be entertained in this regard.**

**Action may be taken accordingly for delay in furnishing agreement against the firm.**

- (3) **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.
- (4) **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.

## **C) INSPECTION AND TESTING:**

- a. Inspection and testing shall be carried out as per clause 1.7 of general requirement of specification and clause 14 of general conditions of the contract Form-B
- b. With partial amendment of clause 1.7 of general requirement of specification, the firm has to give 15 days advance notice for inspection of material to Superintending Engineer (MM-I) PVVNL, Meerut.
- c. Every offer for inspection shall be accompanied with routine test results pertaining to offered lot.
- d. During inspection, the supplier may be required to produce acceptance & type test reports of manufacturer of all the bought out items to satisfy the inspecting officer that it conforms to the standards contained in technical specification & guaranteed technical particulars.
- e. All measuring and other instrument shall be properly calibrated and sealed once in every year. Calibration certificate when demanded by the inspecting officer shall be produced for verification purpose.
- f. In case of any dispute regarding calibration of the instruments, the instrument will be jointly sealed by your representative and inspecting officer and sent to Institute/Lab of repute for calibration at your cost. The result of such testing will be binding on both the parties
- g. In case the material is not found ready when the inspection party reaches there at the call for inspection of material, the cost incurred by the board on the account, will become payable by you.  
Other terms and conditions will remain as per clause 1.7 (Testing and Inspection) of general requirement of specification.  
The purchase further reserves the right to get these samples tested from any government recognized test house/laboratory or government test house/laboratory.

- (5) **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.
- (6). 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.
- (7) "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.
  - 9.4 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 (अर्थात 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 बैण्ड 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 मानको में किसी प्रकार की छूट अनुमत्य नहीं होगी।
1. निविदा सेट निशुल्क उपलब्ध कराया जायेगा।
  2. ई.एम.डी. से छूट अनुमत्य है।

#### 3- **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.