

SPECIAL CONDITIONS FOR TENDER (for METERS)

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.

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. 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.
2. **Guarantee Period:** In suppression to clause 30 of General Conditions of Contract 'Form B' the guarantee period of the meters shall be For a period of **60 (sixty) calendar months** commencing immediately upon the setting to work of the plant or of **66 (sixty six) months** from the date of receipt of meters by the Purchaser at site whichever is earlier, called the Maintenance period", the Contractor shall remain liable to replace any defective parts that may develop in plants of his own manufacture under conditions provided for by the Contract under proper use and arising, solely from faulty designs, materials or workmanship. PROVIDED ALWAYS that such defective parts as are not reparable at site and are not essential in the meantime to the maintenance in commercial use to the plant are promptly returned to the Contractor's work at the expense of the contractor unless otherwise arranged. In case any meter becomes defective with in guarantee period it shall further be guaranteed for 60 months from date of returning after repair replacement Bidder shall further be responsible for free replacement at site for another period of three years from the end of guarantee period for any latent defects if noticed and reported by the purchaser.
If any defect be not remedied within a reasonable time the Purchaser may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights, which the Purchase may have against the Contractor in respect of such defects.
3. **Replacement Of Damaged Meters & Penalty:** The manufacturer on receipt of damage report from consignee shall ensure to lift the damaged meters within in fifteen (15) days of such notice and in case, the repair work / replacement of meter is not affected within thirty (30) days, the consignees will ensure deduction of the amount equal to the price of new meter from pending bills of the Contractor. Such defaults should be taken into consideration by the consignee while evaluating and reporting the performance of the contractor.
4. **After Sales Service:** The tenderer/supplier shall provide proper and prompt after sale services and in case any query /meter is sent to them, the desired information /report /analysis report etc. shall be given back within maximum 30 days. Moreover, in case of any ambiguity /problem found at the site of any consumer the supplier shall sent their authorized engineer within maximum one week of receiving the complaint from the concerning EE. (Test). In case the after sales service is not properly attended to the satisfaction of purchaser, the cost of such meters may be recovered from the amount available /security/performance guarantee. The supplier should no te carefully that in case repeated complaints from various EE (TEST) are received about non-compliance of above clause, the supplier may be debarred for the next tender.
5. **Recovering of Meter Reading From "No Display Meter":-** The firm will make some special efforts to design the meters in such a way that the problem of "No Display Meter" should not occur & in case of occurrence of such events the firm will preferably apply the entire process of recovering meter reading from such meter in the Departmental Modern Automatic Meter Test Lab at Ganga Nagar Meerut in the presence of the nominated officers of PVVNL but if it is not possible to recover the meter reading from such meters in the departmental lab safely & accurately then the firm may recover the reading in their lab & will provide the same to PVVNL at the earliest. The Firm will provide at least 10 Zig for recovery of meter reading in the departmental lab safely & accurately.

6. **Performance Security Deposit** : The contractor shall deposit security @ **10% (Ten percent)** of the F.O.R. destination price of material in the form of Bank draft, FDR/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 66 months from the date of receipt of last lot of material with a claim period of 12 months thereafter.**

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.

7. **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.
8. **Payment terms**: Payment shall be made after receipt and satisfactory checking of material at site as per conditions of Form 'B'. No interest shall be paid for delayed payments, whatsoever the delay may be. No payment shall be done before execution of contract/Agreement.
9. **Anti profiteering clause**: As per sanction 171 of GST Act 2017, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices. Hence supplier/manufacturer to ensure to pass the benefit of reduced prices to UPPCL. Further prices quoted by supplier/ manufacturer is subject to scrutiny under above section.
10. **Inspection & Testing**: Inspection and testing shall be done as per Clause 2.7 of General Requirement of Specification and Clause-14 of the General Conditions of Contract Form 'B'. In addition to the terms and conditions mentioned in these clauses, following Terms & Conditions are also added:
- 10.1 When the material is ready for dispatch, offer notice shall have to be given to Superintending Engineer (MM-I) PVVNL Victoria Park Meerut, well in advance (minimum 10 days) so that the inspection of the material may be carried out at the supplier's premises before dispatch.
 - 10.2 The inspection offer of firm shall be forwarded to S.E (DQC) PVVNL, Meerut.
 - 10.3 S.E (DQC) PVVNL, Meerut shall nominate the inspecting officer/representative of PVVNL for inspection of material.
 - 10.4 When the inspecting officer/representative of PVVNL visits the works of firm for inspection of material, the material must be ready duly marked/embossed or sealed and duly packed for dispatch with packing list.
 - 10.5 The supplier shall offer the material with packing list. All the material offered for inspection shall be properly marked with necessary details.

- 10.6 The supplier shall produce the copies of all type test reports of CPRI/ERDA/ ERTL/NTH/ i.e. International Laboratory Accreditation Cooperation (in case of foreign laboratory) as per Technical Specification & GTP, copies of routine test, calibration certification or any other tests report, when demanded by the inspecting officers.
- 10.7 Inspecting Officer shall make random selection from this lot of material according to the terms of the agreement or relevant ISS as the case may be. Supplier shall also render necessary assistance to the Inspecting Officers in making random sampling whenever considered necessary.
- 10.8 **The inspection and testing of meters shall be done at CPRI lab only as per the instructions and guidelines issued by Director (Distribution) UPPCL vide letter no. 2450/Resspo/ saubhagya/Meter specification dated 20.07.21**
- 10.9 If the inspection and testing is done at firm's works, all instruments used in inspection and testing should be property calibrated and sealed once a year, In case of any dispute regarding calibration of instrument, instrument shall be sealed and signed by the representative of the supplier and purchaser and will be sent to institute/laboratory of repute preferably Govt. institution for calibration at the cost of supplier. The results of such testing shall be binding on the supplier.
- 10.10 The inspection reports of material shall be submitted to S.E (DQC), copy of which shall also be send to S.E (MM-I).
- 10.11 After satisfactory inspection/testing report, the delivery instruction shall be issued by SE(MM-1), PVVNL Meerut.
- 10.12 At the time of receiving of material at store centers, 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 PVVNL-Meerut alongwith the quality & quantity of the material.
- 10.13 No material shall be dispatched without inspection and testing by the representative of Superintending Engineer (DQC) PVVNL Meerut. Testing charges, if any shall be borne by the supplier.

11. Testing of Meters:

- 11.1 The inspection and testing of meters shall be done as per the instructions and guidelines issued by Director (Distribution) UPPCL vide **letter no. 2450/Resspo/saubhagya/Meter specification dated 20.07.21 as per below:**
 - (i) Testing of meters will be done at CPRI Lab only.
 - (ii) On offer of meter inspection by the meter manufacturing firm an inspection team of minimum two officers conversant with meter from the Discom (not below the rank of Executive Engineer) will be formed which will select the meter samples randomly from the meters offered for inspection as per clause no H2.1 of Annexure H of IS 13779:1999.
 - (iii) Inspection team will seal the sample meter in their presence and will clearly note down the meter & seal number in their sealing certificate. Inspection team will get the sealed meter samples enclosed in packing in such a way that there is no way of tempering the samples in their presence. Inspection team will mention on their sealing certificate serial number of each seal with their specimen signature and this will be mentioned in inspection report.
 - (iv) Meter manufacturer will be fully responsible for payment of all expenditure involved in delivery of the sealed and packed meter samples to CPRI lab by Inspection team, bringing back and all kind of testing charges.

- (v) CPRI lab will test all the Acceptance Test on sample meters as per IS 13779:1999(With all latest amendments) in which following process is mentioned-

H-1 LOT

H-1.1- In any consignment, all the meters of the same type and rating manufactured by the same factory during the same period shall be grouped together to constitute a lot.

H-1.2- Sample shall be tested from each lot for ascertaining the conformity of the meters to the requirements of specified acceptance test.

H-2 SCALE OF SAMPLING

H-2.1- The number of meters to be selected from the lot depends upon the size of the lot and shall be in accordance with Table 26.

Table 26 Sampling Plan					
Lot Size	N_1	N_2	(N_1+N_2)	C_1	C_2
1	2	3	4	5	6
Up to 300	8	-	8	0	-
301 to 500	13	13	26	0	2
501 to 1000	20	20	40	0	3
1001 and above	32	32	64	1	4
1) Size of the first sample.					
2) Size of the second sample.					

H-2.2- The meters shall be taken at random from the lot. The procedure given in IS 4905 may be adapted.

H-3 NUMBER OF TESTS AND CRITERIA FOR ACCEPTANCE

H-3.1- Test of No-Load Condition and Starting Condition

A sample of N_1 meters selected according to col 2 of Table 26 shall be tested for the above tests. Any meter failing in any one of these tests shall be considered defective. If the number of defectives found in the sample is less than or equal to C_1 the lot shall be considered to be conforming to these tests. If the number of defectives is greater than or equal to C_2 , the lot shall be considered as not conforming to these tests. If the number of defectives is between C_1 and C_2 , a further sample of N_2 meters shall be taken according to col 3 of Table 26 and subjected to these tests. If the number of defectives in two samples combined is less than C_2 , the lot shall be considered as conforming to these tests, otherwise rejected.

H-3.2- (i) Tests of insulation resistance, (ii) AC voltage tests, (iii) Test of power consumption, (iv) test of meter constant/registration. (v) limits of error and interpretation of test results and adjustment (if required).

From the sample of meters which have been drawn according to H-3.1 and those that have passed all tests of H-3.1. A sample of 8 meters shall be tested, all of which shall pass for conformity to these tests. If any of the meters fails in any of these tests, the whole lot shall be declared not conforming to the requirements of these tests.

H-3.3 Tests for Repeatability of Error

Above tests shall be carried out on 3 samples selected from above 8 meters under H-3.2 and shall be tested for repeatability of error tests separately. If any one of the meters fails the whole lot shall be declared not conforming to the requirements of these tests.

H-3.4 The lot shall be considered as conforming to this specification, if provisions of H-3.1, H-3.2 and H-3.3 are satisfied.

- 11.2 All tests other than 7.8.1 which are not performed by the CPRI lab will be performed by Inspection team of Discom as per standard technical specification for Energy meter issued by Power Corporation at the meter manufacturer works which are as below-

a. Electronic Energy Meter.

- i. Display Parameter & Type of Display (Except those tests, which are covered in acceptance test at CPRI).
- ii. General Requirement.
- iii. Temper & Fraud Protection.
- iv. Printed Circuit Board.

In addition to above, the inspection team shall also have to conduct any other tests prescribed by the Discom in the Tender Bid Specification.

- 11.3 CPRI has given written consent to test sample meters as per all Acceptance Test mentioned as per IS (With all latest amendments) within 10 working days. So, other than sampling of meters, packing by Inspection team and testing of meters by CPRI as per Acceptance Test, if sample meters are found as per standard(by Inspection team) in other test(as mentioned in technical specifications) then the meter manufacturing firm after 15 days from the date of delivery of sample meters to CPRI Test lab on its expenditure may deliver the meter to different stores under Discom as per the directions issued by the “Engineer of Contract” but these meters will not be used neither for installation on consumer premises nor any payment will be done against this supplied lot of meter till the CPRI test report received. In case of getting CPRI Test lab report not as per standards then meter supplying firm has to take back all the meters of that lot from different stores on its expenditure.
- 11.4 If during inspection by Inspection Team or Acceptance Test by CPRI meters are not found conforming to technical specification following penalty will be imposed on the meter-manufacturing firm-

Case	Failure	Penal Action		
		Replacement	Financial Penalty	Debarment from business/Blacklisting
Failure-1	1 st time failure in fresh lot	100%	NIL	NIL
Failure-2	2 nd time failure in subsequent lot or replaced previous lots of same PO	100%	10% of the ex-works (including F&I) value of the lot plus GST.	NIL
Failure-3	3 rd time failure in subsequent lot or replaced previous lots of the same PO	100%	NIL	Debarment/blacklisting from business in All DISCOMs for 1 year (+) encashment of performance bank guarantee.

- 11.5 Discom will ensure that sample meters sent for testing to CPRI, after successful testing, must be received at a single store as far as possible.
- 11.6 Meters offered for inspection must be tested for meter reading instrument / BCS by the Discom Inspection team.

12. **Futile journeys 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 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.

13. **Place Of Delivery:** The material/equipments shall be delivered to store center of PVVNL/UPPCL as mentioned in DI(delivery instruction) issued SE(MM-1).

14. **Reduction In Ordered Quantity Due To Poor Performance Of Firm-**

- (a) After placing the LOI/order or contract with firm, if it is observed that the firm is not adhering the delivery schedule and hence the supply of material is adversely affected, the Purchaser reserves the right to reduce the ordered quantity upto any extent without assigning any reasons what so-ever at any stage of LOI/order/contract. The quantity reduced in this manner from poor performing firm may be allotted to other firms.
- (b) 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.

15. **Non-Completion of Contract:** If the contractor failed to complete the awarded work or failed to faithful execution of the contract, the following action may be taken against Contractor.

- (a) The order for the remaining supplies against the said contract may be cancelled.
- (b) The Security deposited by the bidder towards satisfactory performance of work, may be forfeited.
- (c) The supplier may be blacklisted/debarred from participating in further tenders.

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

17. 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.

18. 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.
19. 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.
20. 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.
21. 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.
22. Purchaser reserves the right to relax any condition mentioned anywhere in the tender document without assigning any reason whatsoever