

## **SPECIAL CONDITIONS OF TENDER**

**For Processing & Conversion of old damaged/burnt copper coils into ETP grade (IS-191 part V<sup>th</sup> 1980/any latest amendment) DPC Copper winding wire and DPC Copper strips as per required sizes.**

These Special Conditions shall be read and construed alongwith the general conditions of Form 'A', corrigenda /addemda to 'Form-A' general conditions of Form 'B' and 'Instructions to Tenderers' but in case of any conflict or inconsistency between provision of general conditions of Form 'A', corrigenda /addemda to 'Form-A' general conditions of Form 'B' and 'Instructions 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:** The guarantee period for material supplied shall be applicable as below:
  - (i) **For Regular Supplier:** As per provisions contained in clause no. 30 of form B, the material supplied shall be guaranteed for a period of **12 months** from the date of installation/ commissioning or **18 months** from the date of receipt whichever is earlier. All other points of clause (30) of form B shall be applicable under this guarantee period clause.
  - (ii) **For Trial Supplier:** The material supplied by the **trial supplier** (covered under clause-1.2.2 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 :**
  - 3.1 **Security towards satisfactory performance of work:** The Contractor shall deposit performance security equivalent to **10%** of the amount of agreement, in the form of FDR pledged in favour of Managing Director PVVNL Meerut or Bank Guarantee in favour of Managing Director PVVNL Meerut, on the standard format of NIT, issued from any Nationalized/ scheduled Bank of India on a non judicial stamp paper of requisite value as per Govt Rules. In case the security is in the form of Bank Guarantee it shall be valid for the maintenance period as per clause "36" of Form 'A'. The Contractor shall initially submit this bank guarantee valid for 18 months with a claim period of 12 months thereafter with the provision that it shall be extended suitable to cover the maintenance period of last lot.
  - 3.2 **Security towards Lifting and safe custody of old damaged/burnt copper coils:** Beside above the Contractor shall also be required to furnish Bank Guarantee equivalent to 75% of the quantity instructed for lifting and processing & conversion per month of old damaged/burnt copper coils **@ 770/- per Kg.,** towards safe custody of old damaged/burnt copper coils given to the contractor for Processing & Conversion into **ETP grade (IS-191 part V<sup>th</sup> 1980/any latest amendment) DPC Copper winding wire, DPC Copper strips** as per required sizes. This Bank Guarantee shall remain valid up to receipt of last lot of **tendered items after processing & conversion.** The Contractor shall initially submit this bank guarantee valid for 12 months with a claim period of 12 months thereafter with the provision that it shall be extended suitable to cover the receipt of last lot.
  - 3.3 These Bank Guarantee shall cover the following:
    - (i) Security towards satisfactory performance of received of **ETP grade (IS-191 part V<sup>th</sup> 1980/any latest amendment) DPC Copper winding wire & DPC Copper strips after Processing & Conversion** during the guarantee period.
    - (ii) Security towards lifting & safe custody of old damaged/burnt copper coils allotted to firm.

The above bank guarantee shall be furnished on the prescribed proforma.

- 3.4 No old damaged/burnt copper coil shall be delivered to the contractor for processing, conversion and testing till such time contractor deposits security as detailed above at **sub-clause 2.1 and 2.2** and intimation regarding receipt and correctness of the same is received by the Contractor in writing from the Engineer of the Contract. The contract may be deemed to be cancelled if security is not deposited within the time specified without any further reference to contractor.
- 3.5 Before additional allotment, it shall be essential that last one allotment are settled in respect of:
- (i) ETP grade (IS-191 part V<sup>th</sup> 1980/any latest amendment) DPC Copper winding wire & DPC Copper strips after Processing & Conversion are returned back to PVVNL. The quantity of the tendered items after Processing & Conversion shall be 3% less than the quantity that has been allotted to contractor for Processing & Conversion in view of old damaged/burnt copper coils being oil soaked at the time of handing over for Processing & Conversion. For example: If 100 Kg. old damaged/burnt copper coils is given for Processing & Conversion then the contractor shall have to return not less than 97 Kg. of ETP grade (IS-191 part V<sup>th</sup> 1980/any latest amendment) DPC Copper winding wire & DPC Copper strips after Processing & Conversion.
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. **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.
6. **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.
7. **AVAILABILITY OF OLD/DAMAGE/BURNT COPPER COIL** :- Superintending Engineer, Electricity Workshop Circle Meerut shall intimate to SE/EE (Store), Meerut about the availability of old damage/burnt copper coil at various workshop/store centers of PVVNL. SE/EE (Store) Meerut shall allot the quantity at a time **5,000 kg** or more in a lot of old damage/burnt copper coil to be converted to the contractor and to be collected from the different workshop / store centers of PVVNL. However, Engineer of contract reserves the right to change the collection point and delivery point, quantity of old damage/burnt copper coil. Second lot of old damage/burnt copper coil shall be handed over after previous lot of ETP grade (IS-191 part V<sup>th</sup> 1980/any latest amendment) DPC Copper winding wire & DPC Copper strips after Processing & Conversion in required sizes have been received back by the consignee.
8. **RESPONSIBILITY FOR SAFE CUSTODY OF OLD DAMAGED/BURNT COPPER COILS DURING EXECUTION PERIOD OF CONVERSION** : The Contractor shall be entirely responsible for safe custody, after receipt of old damaged/burnt copper coils in his works, till it is handed over either after Processing & Conversion to ETP grade (IS-191 part V<sup>th</sup> 1980/any latest amendment) DPC Copper winding wire & DPC Copper strips.
9. The contractor shall manufacture the finished material compulsorily as per the details of sizes and quantity intimated to him by SE/EE store or SE/EE workshop or SE MM-I.
10. The tenderer has to compulsorily process/convert old damaged/burnt copper coils into ETP grade (IS-191 part V<sup>th</sup> 1980/any latest amendment) DPC Copper winding wire & DPC Copper strips.

- 11. 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:
- 11.1 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.
  - 11.2 S.E (DQC) PVVNL, Meerut shall nominate the inspecting officer/representative of PVVNL for inspection of material.
  - 11.3 When the inspecting officer/representative of PVVNL visits the works of firm for inspection of material, the material must be ready dully packed for dispatch with packing list. The supplier shall offer the material with packing list. All the material offered for inspection shall be properly marked with necessary details.
  - 11.4 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.
  - 11.5 The supplier shall produce the copies of all type test reports of CPRI/ERDA or any other test house as per Technical Specification, copies of routine test, calibration certification or any other tests report, when demanded by the inspecting officers.
  - 11.6 During inspection, the contractor may be required to produce acceptance & type test report of the manufacturer of all the bought out items to satisfy the inspecting officers that it conforms the standards contained in technical specification & GTP.
  - 11.7 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.
  - 11.8 The material shall be duly marked/embossed or sealed as considered necessary by the Inspecting Officer after inspection has been carried out and the material approved for dispatch.
  - 11.9 Inspecting officer shall submit the inspection reports of material to S.E (DQC), copy of which shall also be send to S.E (MM-I).
  - 11.10 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 at the stores alongwith the quality & quantity of the material.
  - 11.11 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.
- 12. ETP grade (IS-191 part V<sup>th</sup> 1980/any latest amendment) DPC Copper winding wire & DPC Copper strips after Processing & Conversion** shall be subjected to all routine tests specified in the relevant IS.
- 12.1 Besides testing of material for the routine tests the inspecting officers shall be authorized for random checking of the material.

- 12.2 The Engineer of the Contract reserves the right to conduct any test of reasonable nature to be carried out at the Contractor's or sub-contractor's premises at contractor's expenses or at site in addition to the aforesaid tests and those included in the rate contract to satisfy himself that Processing /Conversion etc. has been carried out as per specification. The Contractor shall be required to rectify the defects found in such tests at his own cost.
- 12.3 In addition to inspection, random checking during process of Processing & Conversion of old damaged/burnt copper coils to ETP grade (IS-191 part V<sup>th</sup> 1980/any latest amendment) DPC Copper winding wire & DPC Copper strips after Processing & Conversion may be done by the representative of the purchaser.
- 12.4 If during inspection some material (s) fails, the contractor shall be required to re-offer such material(s) after rectification for testing/inspection within 7 days from the date of above failure.
- 12.5 All the tests and inspection shall be made at the works of contractor. Each and every lot of ETP grade (IS-191 part V<sup>th</sup> 1980/any latest amendment) DPC Copper winding wire & DPC Copper strips after Processing & Conversion shall be tested for all the routine tests in the presence of representative of the PVVNL. All the reasonable facilities shall be given by the repairer to the inspecting officer to facilitate inspection and testing,
13. No tolerance shall be accepted on negative side either in dimension or in weight.
14. **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.

15. **DISPATCH INTIMATION** : After successful completion of inspection and testing, the ETP grade (IS-191 part V<sup>th</sup> 1980/any latest amendment) DPC Copper winding wire & DPC Copper strips, the dispatch instruction (D.I) shall be issued by S.E (MM-I).
16. **PLACE OF DELIVERY:** The material/equipments shall be delivered to workshop/store center of PVVNL/ UPPCL as mentioned in DI(delivery instruction).

**17. TRANSPORTATION AND HANDLING OF MATERIAL:**

- 17.1 The intimation for lifting old damaged/burnt copper coils for **Processing & Conversion**, shall be given by Executive Engineer of the concerned Store Division of Paschimanchal Vidyut Vitran Nigam Ltd., to the contractor as far as possible **through telephone/email/post**.
- 17.2 The Contractor shall make his own arrangement for carriage of old damaged/burnt copper coils from Paschimanchal Vidyut Vitran Nigam Ltd., stores centers/workshop to contractor's workshop.
- 17.3 The old damage/burnt copper coils so lifted shall be returned back after Processing, Conversion & testing within **25 days** from the date of allotment **intimation through telephone/email/post whichever is earlier**.
- 17.4 **After Processing & Conversion** of old damaged/burnt copper coils into **ETP grade (IS-191 part V<sup>th</sup> 1980/any latest amendment) DPC Copper winding wire & DPC Copper strips** from the Contractor's works shall also be delivered by the Contractor to concerned workshop/store centers under PVVNL by his own transportation arrangement as per dispatch instruction issued by the S.E (MM-I).
- 17.5 Loading, un-loading and handling of the old & new material shall be contractor's responsibility along with transit Insurance which will be included in quoted price in price bid (schedule P-1).

**18. RESPONSIBILITY OF CONTRACTOR & COMPLETENESS :**

- 18.1 The Contractor shall be entirely responsible for the execution of this contract in accordance with the terms of special conditions, the General Conditions of Form 'A' Technical Specification and price schedule etc.
- 18.2 The Contractor will have to make good free of cost any change in order to make the material to conform to the specification and technical details as ordered without additional cost to the PVVNL.

**19. ENGINEER OF CONTRACT :** Superintending Engineer, (MM-I), PVVNL, Meerut shall be the Engineer of contract for this work.**20. VALIDITY OF CONTRACT:** This contract shall be valid for a period of **one year** from the date of agreement. The currency of the contract can however be extended by another one year on mutual consent of Purchaser and Contractor.**21. Sample Testing:** Purchaser shall send any randomly selected sample(s) from the each lot of total ordered material for any/all Routine/Acceptance/Type Tests as per technical specifications/ISS in Govt./CPRI/ERDA/NABL Lab. The results of such test shall be final and binding on the both the purchaser and supplier. The Cost of such test(s) shall initially be borne by the purchaser and in case the materials is found not conforming to desired specifications, the above cost shall be recovered from the supplier in addition to this following penal action shall also be taken by the purchaser.

- (a) The order for the remaining supplies if any, against the said contract shall be cancelled.
- (b) The supplier will be debarred/blacklisted from participating in Tenders for at least 3 Years from the date of test result into failure of supplied materials.
- (c) The Security deposited by the bidder towards satisfactory performance of work, may be forfeited.

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

22.1 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.

22.2 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.

**23. 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.

**24. JUDICIAL JURISDICTION :** All the disputes arising out of and touching or relating to subject matter of agreement / contract shall be subject to jurisdiction of Local court of Meerut and High Court of judicature at Allahabad only.

**25. ARBITRATION CLAUSE 38 OF FORM 'A'** The following is deemed to be added at the end of para-1 in the Arbitration clause '38' of Form 'A'.

“In case of refusal/neglect by such nominee, M.D. PVVNL - Meerut., may nominate another person in his place”

**26. BLACKLISTED/DEBARRED FIRMS:** The participating firm should not be blacklisted/debarred by any Government department/ Organization / World Bank or any public limited company as on date of bid opening. An affidavit on a non-judicial stamp paper of Rs. 100 stamp with notary has to be submitted by the bidder to that effect that the firm is not blacklisted/debarred as on date of the bid opening. The participating firm should not also be blacklisted /debarred by PVVNL /UPPCL and its subsidiary companies as on date of bid opening. The Bidder is not eligible to participate in the bidding in case the blacklisting/ debarment are in force and effective on the date of submission of the bid. In case the bidder has been blacklisted / debarred after the bid submission date and if the blacklisting/ debarment are in force and effective on the date of award of the contract, the bidder shall be deemed to be disqualified for award of the contract.

**27. Pashchimanchal Vidyut Vitran Nigam Ltd reserves the right to amend, rescind or reissue the tender documents such amendments will be binding upon the Bidders. Pashchimanchal Vidyut Vitran Nigam Ltd also reserves its right to accept or reject any or all bids without assigning any reason whatsoever. It should not be reused or copied or used either partially or fully in any form.**

**28. Condition for execution of work of processing and conversion:**

- DO (Delivery order)** : Delivery order issued by Electricity Store Division addressed to AE store and copy of the same endorsed to the contractor, for lifting of old damaged/burnt copper coils for processing & conversion.
- Date of DO** : Date of DO shall mean the date on which the information of DO received by the contractor through Email/registered post/ordinary post, whichever is earlier shall be treated as the date of DO.
- Due date of delivery** : Date of delivery shall mean the date of 25<sup>th</sup> day after the date of DO.
- Manufacturing** : Manufacturing shall means Processing and conversion of old damaged copper coils into required sizes and quantity of S.E/DPC Copper wire/strips.
- Finished Material/Product** : Finished material/product shall means required sizes and quantity of S.E/DPC Copper wire/strips manufactured after Processing and conversion of old damaged copper coils.
- 28.01 Against the NIT quantity the contractor shall have to execute the work of processing and conversion of 50 MT per month.
- 28.02 If allotted quantity to the contractor for processing and conversion, is 100% of NIT quantity, the contractor shall have to execute the work of processing and conversion of 50 MT per month and the BG corresponding to 50 MT shall be submitted by the contractor against lifting of old damaged/burnt copper coils.
- 28.03 If allotted quantity to the contractor for processing and conversion is less than 100% of NIT quantity, the contractor shall have to execute the proportionate work of 50 MT per month of processing and conversion, and the BG corresponding to the proportionate work shall be submitted by the contractor against lifting of old damaged/burnt copper coils.
- 28.04 Executive Engineer Electricity Store Division PVVNL Meerut shall be the nodal for issuing the DO (Delivery order) for lifting of old damaged/burnt copper coils.
- 28.05 The S.E. Workshop PVVNL Meerut shall intimate to Executive Engineer Electricity Store Division PVVNL Meerut, the requisition of lifting of old damaged/burnt copper coils.
- 28.06 Executive Engineer Electricity Store Division PVVNL Meerut shall issue the DO to the contractor for lifting the old damaged/burnt copper coils from the various store/workshop centers. The DO shall be sent to the contractor through Email/registered post/ordinary post.
- 28.07 The information of DO received by the contractor through Email/registered post/ordinary post whichever is earlier shall be treated the date of DO. The counting of due date of delivery shall begin from the date of DO.
- 28.08 Minimum quantity to be lifted in lots shall be **5,000 Kg.**
- 28.09 The contractor shall lift the old damaged/burnt copper coils from the various store/workshop centers of PVVNL as per DO after completing the necessary formalities.
- 28.10 Sizes and quantity for finished converted material will be provided by S.E workshop or his nominated representative lotwise, at the time of lifting of old damaged/burnt copper coils by contractor from the workshop/store centre and the contractor has to strictly adhere to convert the sizes provided to him.
- 28.11 The lifted material after processing & conversion shall be returned back within maximum **25 days** from the date of DO.
- 28.12 Finished material will be accepted lotwise and as per the sizes and quantity details given at the time of lifting of old damaged copper coil. In case non compliance of instruction regarding sizes given for conversion, the whole lot will be rejected. In this case the delay in delivery of unaccepted material shall be treated on the part of contractor and penalty shall be imposed accordingly.
- 28.13 The contractor shall manufacture the finished material as per TS and relevant IS.

- 28.14 The contractor shall manufacture the finished material compulsorily as per the details of sizes and quantity intimated to him alongwith DO.
- 28.15 The contractor shall return back the finished material lot wise/ DO wise after processing and conversion. The accounting (lifting and returning) of the material shall be consider on FIFO(first in first out) basis.
- 28.16 The contractor shall offer the finished material for inspection within 15 days from the date of DO so that the scheduled delivery can be ensured otherwise any delay in delivery shall be treated at the part of contractor.
- 28.17 Pre dispatch inspection shall be carried out as per relevant IS. (without negative tolerance).
- 28.18 After successful inspection the finished material shall be dispatched as per the dispatch instruction given by S.E (MM-I).
- 28.19 Executive Engineer Electricity Store Division PVVNL Meerut shall maintain the lot wise accounting of lifted and received material.
- 28.20 The firm can not possess at a time the net lifted material (total lifted – total return back) more than 50 MT throughout their contract period.
- 28.21 **Penalty :**
- (a) **Penalty :** GENERAL CONDITIONS FORM ‘A’ clause 32- If the Contractor shall fail in the due performance of his Contract within the time fixed by the Contract or any extension, thereof the Contractor agrees to accept a reduction of the Contract price by **½ (half) percent per week** reckoned on the Contract value of such portion only of the plant as can not in consequence of the delay be used commercially and efficiently during each week between the appointed or extended times as the case may be and the actual time of the acceptance under, clause 35, and reduction shall be in full satisfaction of the Contractor’s liability for delay, but shall not in any case exceed 10(ten) percent of the Contract value of such portion of the plant.
- (b) **Additional Penalty :** Since the old damaged/burnt copper coils lifted by the contractor is a precious material of PVVNL and if the contractor does not return back the finished material after processing and conversion of it, the transformer repair work and resulting the replacement of damaged transformer within stipulated time as per PVVNL guidelines gets hampered. Therefore for the work of processing and conversion the additional penalty in addition to the penalty clause of General condition of contract Form ‘A’ shall be imposed as follows:
- If the finished material is delivered after the due date of delivery, an additional penalty in addition to the penalty clause of General condition of contract Form ‘A’ clause-32, shall be imposed on the contractor for all the days delayed in delivery (after due date of delivery) on **per week basis @ 0.5%** of total cost of lifted old damaged/burnt copper coils corresponding to the late delivered finished material, per week, but this additional penalty shall not in any case exceed 10(ten) percent of the of total cost of lifted old damaged/burnt copper coils corresponding to the late delivered finished material. Cost of lifted old damaged/burnt copper coil shall be calculated **@ Rs. 770 X 0.75 per Kg.***
- 28.22 If the contractor does not return the total quantity of finished material after processing & conversion against any lot **within 60 days** from date of DO of that lot, then after issuing the notice the legal action may be taken against the contractor as per the agreement.