

**PVVNL-MT/MM/48(s)/22-23****SPECIAL CONDITIONS OF REPAIR CONTRACT AGAINST  
SPECIFICATION NO. PVVNL-MT/MM/48(s)/22-23**

These special conditions shall be read and construed along with the General Conditions of contract Form 'A' in case of any conflict or inconsistency the Purchaser's version shall prevail:

**1.0 VALIDITY OF CONTRACT:**

- 1.1 This repair contract shall be valid for period of twelve months from the date of issue. The currency of the contract can however be extended by another twelve months on mutual consent of Engineer & Contractor. All allotment made during the currency of contract period shall be honoured by the contractor and all damaged transformer delivered (for allotment made during currency of the contract) up to three months of expiry of validity of this contract shall be repaired.

**2.0 SECURITY DEPOSIT:**

- 2.1 The contractor shall deposit security as required under clause '3' of General Conditions of contract Form 'A' @ 30% of repair cost of each transformer to be allotted to the firm. This security shall be in the form of Govt. interest bearing securities or Bank Draft/Guarantee Bond from scheduled Bank of India. The B.G. should be executed on stamp paper of requisite value on approved Proforma in favour of M.D., PVVNL-Meerut, within 15 days of receipt of proposal for allotment. Bank guarantee shall be valid for the maintenance period as defined in clause '36' of form 'A'. The contractor shall initially submit this Bank guarantee valid for 18 months with the provision that it shall be extended suitably to cover the maintenance period of the last batch of transformer repair and delivered against the allotment. In case the security deposit furnished is in the form of FDR/CDR, the same shall be duly pledged in favour of M.D, PVVNL-Meerut.

**3.0 ALLOTMENT:**

- i) All allotment of damaged transformers to the firms shall be made by the Superintending Engineer, Material Management, PVVNL-Meerut.
- ii) On the allotment issued by the Superintending Engineer, (MM-I) PVVNL-Meerut, Superintending Engineer, Electricity Store Circle, PVVNL-Meerut shall arrange to make available the allotted transformers and intimate following information to the repairer:-
  - (a) Make
  - (b) Sl. No. & year of manufacture as per name plate.
  - (c) Capacity in MVA & Voltage ratio.
  - (d) Place of availability to carry out preliminary inspection.
  - (e) Designation of the officer, his telephone numbers (office & residence and complete postal address of office, who is to be associated with preliminary inspection of the damaged transformers).
  - (f) Concerned Zone, Circle & Division.
- iii) After repairing of 75% of the allotted quantity satisfactorily, Superintending Engineer, ESC, PVVNL-Meerut shall again intimate to Superintending Engineer, Material Management, PVVNL-Meerut for further allotment to the firm.

#### **4.0 PRELIMINARY INSPECTION:**

- 4.1 In order to ascertain the suitability of transformers for repair every damaged transformer shall be inspected preliminarily by the representative of the Contractor at the site/workshop of the Purchaser in presence of the concerned PVVNL-Meerut Officer. Upon receipt of information as per clause 3.0 above, the Contractor shall send notice to the allottee unit informing date and time of arrival of his representative at site Preliminary Inspection shall be carried out within 2 weeks of intimation from concerned circle.
- 4.2 The transformer shall be considered repairable when the total liability of PVVNL-Meerut i.e total cost of repair, replacement of part/component, to & from transformation and new transformer oil etc. Giving credit of old transformer oil serviceable component/accessories and salvage value of burnt/damaged components shall be within the declared economical limit. The purchaser from time to time shall communicate the economical limit as applicable to various ratings of transformers, during the currency of contract.
- 4.3 The Contractor's representative shall after preliminary inspection give in writing preliminary inspection report to Purchaser's Officer as per clause '3' (e) above with a copy to Executive Engineer, Electy. Stores Division concerned and Superintending Engineer, (ESC), PVVNL-Meerut clearly stating whether or not the damaged transformer has been considered within economical limits. In case of transformer being found un-economical and explanatory note leading to it's being considered un-economical shall be furnished in the preliminary inspection report.
- 4.4 The transformers, which are burnt, and having partially damaged core are normally expected to be beyond economical limits. However, in case where the expenditure in setting right the core is small and repair is expected to be within economical limits, such damaged transformers are also required to be inspected.
- 4.5 The transformer requiring minor repairs shall not be sent the work of the Contractor. These are to be repaired at PVVNL-Meerut. Site/workshop by the Purchaser at his end. HV/LV leg coils required for such damaged transformers shall be supplied by the Contractor on the rates and other terms and conditions as specified in the contract.
- 4.6 Only those transformers which have been declared economically repairable shall be transported to Contractor's works. If per chance during detailed inspection at Contractor's works it is found that the transformer is not economically repairable no payment for preliminary inspection shall be made to the Contractor and the Contractor shall re-imburse the transport charges incurred by PVVNL-Meerut and shall also transport the damaged transformers to its original site within two months of transformer declared un-economical.

#### **4.7 TRANSFORMER OIL & TRANSPORTATION / CARRIAGE OF TRANSFORMER**

#### **4.8 TRANSFORMER OIL:**

The old transformer oil shall be drained out by the concerned workshop/distribution division before sending the damaged transformers to Contractor for repair. The M.B. No. and page No. vide which old transformer oil is received back shall be mentioned on joint inspection report of respective transformers so that credit on account of

transformer oil is allowed in the estimate of repair. However, if by oversight any damaged transformer is sent for repair without draining out the old transformer oil, the old transformer oil shall be drained out of the damaged transformer whether useable or not by the Contractor and the same shall be returned by the Contractor to the concerned consignees failing which recovery of the cost of the same shall be made at the rate of 10% higher than the prevailing rate of fresh transformer oil.

All the repaired transformer shall be filled with fresh transformer oil as detailed in the tech. specification. The quantity of fresh transformer oil shall be filled up to the required level and billed as per quantity mentioned on the nameplate of the transformer or actual which ever is lower.

#### **4.9 SPECIAL CONDITIONS OF REPAIR CONTRACT:**

Transportation of damaged transformers from various sites of PVVNL-Meerut to Contractor's works and transportation of the repaired transformers from Contractor's works to various sites shall be done by the Contractor. Loading, un-loading and handling of the transformers at site and Contractor's works shall also be done by the Contractor. Any loss or damage of transformer during transportation shall be the responsibility of the Contractor. The rates for this transportation shall be quoted in Schedule –P-1(B) for required distance slabs.

The transportation of required transformers from Contractor's works shall be done as per dispatch instructions issued by Superintending Engineer (ESC), PVVNL-Meerut.

#### **5.0 JOINT INSPECTION:**

- 5.1 Immediately after receipt of damaged transformer, the Contractor shall inform to the Executive Engineer, Electy. Stores Division concerned through letter under registered cover of having received the quantity and capacity of each damaged transformer requesting him to arrange joint inspection. He shall also inform to allot tee Division as specified in clause 3 to immediately arrange for joint inspection clearly STATING THAT OIL CREDIT DETAILS M.B.NO.....PAGE NO.....& QUANTITY.....) SHALL BE ESSENTIALLY REQUIRED DURING JOINT INSPECTION.)
- 5.2 Executive Engineer, Electy. Stores Division concerned shall fix-up the program of joint inspection in consultation with concerned Executive Engineer, Electy. Distribution/Workshop Division and the Contractor. The Contractor shall not refuse for joint inspection when the PVVNL team or facilities shall be provided by the Contractor during the joint inspection to assess the extent of repair/replacement involved. In order to avoid delay and un-necessary detention of the Inspecting officers the Contractor shall also ensure that their technical representative is always present for joint inspection and preparation of estimate. The joint inspection report shall clearly indicate whether a particular item being provided is for replacement of defective damaged or missing components.
- 5.3 In case one or more HT/LT leg coils is found damaged all the three HT as well as LT leg coils of the damaged transformers shall be replaced by new leg coils. In case no leg coils is to be replaced, then the winding of which insulation is suspected to have weakened shall be re-insulated after straightening the conductor and polishing. No joint or burns on coil conductor shall be allowed.
- 5.4 After joint inspection by PVVNL for Assessment and estimation of repairs, the contractor shall retain at least one sample of the damaged/burnt leg coil of each type, duly tagged with details such as make, type and capacity of transformer, weight of the

leg coils and name of the division etc. duly signed by the joint inspecting officers under his seal till the time of inspection and testing by inspecting officer of PVVNL for the purpose of verification of the technical details of fresh leg coils used by the Contractor in the repaired transformers. The remaining old/damaged/burnt leg coils shall however be mutilated by the joint inspecting officer the time of assessment and estimation of repairs and certificate to this effect shall be recorded by him under his seal on each and every estimate as under:-

Certified that one sample of the burnt/damaged leg coils of the type required for replacement in this transformer has been properly tagged with necessary details and kept with Contractor for the purpose of verification by inspecting officer and the remaining.....damaged/burnt leg coils bearing Sl. No..... have been completely mutilated by us.

## **6.0 PREPARATION AND SUBMISSION OF ESTIMATES:**

- 6.1 For estimation purpose the weight of the new leg coils shall be same as that of the old burnt/damaged leg coils taken from the damaged transformers. However the bill shall be done on the basis of actual weight ascertained at the time of stage inspection. Since the design of the transformer is being maintained and old/burnt leg coils has soaked oil, there arises no question of billing more than actual weight of damaged/burnt leg coils. Tolerance to the extent of the minus 10% shall be accepted in billing. All individual cases of variation in weight on positive side shall be referred by Contractor to Engineer of the contract for consideration. In such cases resistance of sample leg coils shall also be measured on test results. The transformers shall not be dispatched and sample of leg coils of such transformer will not be disposed off till the time decision is taken without having any liability on the part of the Purchaser.

## **6.2 SALVAGE:**

The salvage of the damaged parts other than leg coils damaged metal parts of the bushing and transformer oil requiring replacement shall however be property of the Contractor. The credit for burnt/damaged leg coils shall be on the ruling up-dated rates of item no.5 of price schedule. In case of old/used transformer oil the credit shall be given at the ruling rates issued by Material management Organisation of PVVNL.

## **6.3 EXTRA WORK:**

The Contractor, when asked in writing by the Purchaser to perform extra work and supply extra material not covered by the specn. And not forming part of the plant offered for completeness as specified under clause 2 & 3 of technical specification shall perform such work and material shall be paid extra at the rates and terms to be mutually agreed upon.

- 7.4 Seven copies of the estimates for repair of each and every transformer shall be prepared and signed by Contractor as well as the representative of the Purchaser as token of having consented for the extent of repair involved. Contractor shall ensure that such six copies of the estimate are submitted to the executive Engineer, Electy. Stores Division, concerned within 7 days of joint inspection for being sanctioned. Joint inspection report duly signed by concerned Executive Engineer, Electy. Stores Division and Executive Engineer, Electy. Distribution Division/Executive Engineer, Electy. Workshop Division shall be enclosed with the estimate.

## **8.0 APPROVAL OF ESTIMATE:**

- 8.1 The estimate submitted by the Contractor as per clause 7.4 will be approved through Superintending Engineer (ESC), PVVNL - Meerut concerned who shall ensure that

the repair estimate is within economical limits. Three copies of the same will be forwarded to the Contractor as a token of giving go ahead for repair.

- 8.2 Out of three copies of the approved estimate received by the Contractor, one copy shall be retained by him for his record and one copy shall be attached by him alongwith the bill after satisfactory repairs and testing. The remaining spare copies of the approved estimates shall be given by the Contractor to the inspection officers along with a copy of joint inspection report at the time of inspection and testing of repaired transformers to facilitate checking and to ensure that the repairs have been strictly as per estimates.

## **9.0 STAGE INSPECTION:**

- 9.1 At the time of commencement of manufacture of HV/LV winding contractor shall inform Superintending Engineer, (ESC), PVVNL Meerut and Engineer of the Contract so that the Nigam representative may be deputed to assess the quantity of repair during process of manufacturing of HV/LV coils.
- 9.2 The random checking of coils and core assembly of repaired transformers shall be done by an officer of Stores organization of not less than the rank of Executive Engineer for 5 MVA, 8 MVA and Superintending Engineer for 10 MVA capacity of transformer or by the authorized 3<sup>rd</sup> party deputed by S.E. (ESC), PVVNL, Meerut, from time to time before boxing and taking of transformers to check actual repairs done as per provisions of the estimate and to examine the quality of raw material used and the workmanship etc. The officer carrying out above checking shall give following certificate which shall be produced by the repairer at the time of final inspection and testing by officers nominated by Superintending Engineer, (ESC), PVVNL, Meerut.

“Certified that I have carried out random checking of coils of limbs and core assembly of .....MVA repaired transformer bearing sl. No.....of make.....before boxing of the transformer on date.....and date.....and I have found that the repair has been done according to provisions of estimate and the quality of raw material and workmanship is also satisfactory.

The weight of HV/LV leg coils shall be noted as under:--

<b>LIMB (LOOKING FROM LV)</b>	<b>HV LEG COILS (kg)</b>	<b>LV LEG COILS (kg)</b>
LEFT		
MIDDLE		
RIGHT		

## **10.0 TEST AND TEST CERTIFICATES:**

- 10.1 Before offering a repaired transformer for final inspection and testing it shall be subjected to all routine tests specified in IS: 2026/1977 and any amendment thereof as detailed in clause-16 of Technical specification appended hereto.

- 10.2 Besides testing of transformer for the routine tests, the inspection officer shall be authorized for random checking of the coils and assembly of the repaired transformers to check the actual repairs done and to examine the quality of raw material used and workmanship.
- 10.3 The Engineer of Contract reserves to itself the right of having at Contractor's expenses any test of reasonable nature carried out at the Contractor or sub-Contractor's premises or at site in addition to the aforesaid tests and those included in the contract to satisfy itself that the spare parts supplied and repair etc. carried out comply with the specification. The Contractor shall be required to rectify the defects found in such tests at his own cost. The Contractor shall send copies of test certificates to the Superintending Engineer, (ESC), PVVNL-Meerut. For approval.
- 10.4 The Engineer of the Contract also reserves the right of associating any other officer of PVVNL-Meerut or any authorized independent agency at any time during repair and testing at Contractors works or at site during currency of the contract.

11.0 **INSPECTION AND TESTING:**

The Contractor shall give 15 days notice along with routine test report to Superintending Engineer, (ESC), PVVNL, Meerut of every lot of material being ready for dispatch so that he may depute his representative as designated in clause 9.2 of stage inspection for inspection and testing as required in clause '15' of General Conditions of Form 'A'. Along with above offer letter for inspection of repaired transformers a list mentioning actual weight of leg coils and actual quantity of transformer oil used in respective repaired transformer shall also be submitted so that inspecting officer may verify the above statement during inspection at the time of physical checking of repaired transformers in addition to test certificates mentioned above.

The Purchaser at his discretion may depute any out side agency to carry out final testing/inspection of transformers repaired and offered by firm, in order to ensure the quality of transformer oil shall be checked by oil level gauge. The quality of transformer oil shall be checked by carrying out test as prescribed in "Technical Specification", Physical Dimensions and clearance which can be measured without opening transformer shall be measured and recorded by inspecting officer.

The Contractor shall record either of the following certificates on the invoice packing list (challan) as the case may be:-

"Certified that consignment (lot) of repaired transformers sent through this invoice has been inspected and tested by a representative of Superintending Engineer, (ESC), PVVNL-Meerut in accordance with clause '10' of the Special Conditions of repair contract. The tests results were found to be within the value specified in relevant ISS/contract as per true copy of test results enclosed."

OR

"Certified that inspection and testing of consignment (lot) of repaired transformers sent through this invoice, has been waived off by M.D, PVVNL-Meerut vide his letter No.....dated..... It is further certified that these repaired transformers were however tested in test laboratory at our works however tested and the test results were found to be within

the value specified in the relevant ISS/ contract as per true copy of test certificates enclosed.”

## **12.0 MATERIAL:**

- 12.1.1 The fresh transformer oil to be filled in the transformers shall be purchased by the Contractor directly from leading transformer oil manufactures such as APAR Bombay, Savita Chemicals, Baroda. At the time of inspection, the Contractor shall produce a certificate from the manufacturer that the transformer oil conform to IS: 335/ 83 and any amendment thereof.
- 12.1.2 The gaskets shall be type ‘B’ conforming to IS: 4253(Part-II) and any amendment thereof. The gaskets to be used in repair of transformers shall be Telbros, Faridabad or Everest, Calcutta or Maxworth, Calcutta. The Contractor shall at the time of inspection produce a certificate from the manufacturer that the gaskets conform to latest IS: 4253(Part-II).
- 12.1.3 The bushing shall conform to the latest IS: 3347. these shall be procured from a firm having ISI certification mark. The Contractor shall, at the time of inspection, produce a certificate from the manufacturer that the bushing conforms to latest IS: 3347.
- 12.1.4 Inter layer insulation shall be procured from Senapathy whitlay Banglore/Madras or Raman Board Banglore.
- 12.1.5 In case of other items for which IS specification exists the same shall only be procured from the firm having ISI certification mark.
- 12.1.6 Items for which IS has not yet been framed, the material shall be procured from reputed and standard manufacturers.
- 12.2 The mark of items at sl. no. 12.1.1, 12.1.2, 12.1.3 and 12.1.4 have been specified to ensure the quality of these items. In case repairer finds some equipment of better alternative, shall furnish a copy of technical drawings, name of manufacturer, his monthly production, capacity list of users of that particular item to seek approval from Engineer of contract.
- 12.3 The inspecting officers of the Purchaser shall have the right for records pertaining to receipt and issue of all major components/part/raw materials. The Contractor can be required to produce test certificate for each and every consignment of transformer oil and other major items/raw material.
- 12.4 The Purchaser reserves the right to draw required numbers of samples of transformers oil and other major items of raw material. These samples shall however be drawn and sealed in the presence of the Contractor. The Purchaser further reserves the right to get these samples tested in reputed test house/laboratory of his choice.
- 12.5 In addition to inspection as detailed at clause 11.0 random checking during process of repair may be done by the representative of the Purchaser to examine quality of raw materials being used and check workmanship as per clause-15 of Form ‘A’.
- 12.6 In order to avoid inconsistency in electrical characteristics of HV bushing the broken/damaged bushing shall be replaced by the bushings of the same standard, same class and similar electrical characteristics and conforming to ISS.

- 12.7 All the materials used shall be of the best quality and class most suitable for working under the conditions specified and shall withstand the variation of temp, and atmospheric conditions arising under working conditions without under distortion or deterioration or setting up of the under stresses in any part without affecting the strength and suitability of the various parts for repairs work which they have to perform.
- 12.8 All connections and contacts shall be of ample section and surface for carrying continuously the specified currents without over heating and fixed connections shall be secured by bolts or set of screws of ample size adequately locked. Lock unit shall be used on stud connections carrying current.
- 12.9 All gaskets used for making of tight joints shall be of proven material such as granulated core bonded with synthetic rubber or synthetic rubber gaskets.
- 12.10 Steel bolts and nuts exposed to atmosphere with suitable finish like cadmium plated or zinc plated passivity shall be used for diameter above 6mm.

All nuts, bolts and pins shall be locked in position with the exception of these external to the transformer. On out-door equipment all bolts, nuts and washers in contracts with non ferrous parts which carry current shall be of phosphor bronze where the transfer of current is through the bolts.

If bolts and nuts are placed so that they are in accessible by means of ordinary spanners suitable special spanners shall be provided by the repairer.

### **13.0 SUBMISSION OF BILLS:**

The bills shall be prepared after up-dating the prices of variable components as payable in terms of provision of contract. Any change due to price variation in total expenditure shall be payable irrespective of prevailing economical limits of repair.

The bills shall be pre-receipted and submitted to the Electy. Stores Division, concerned for payment. The contractor shall attach a copy of approval estimate along with bills in order to facilitate checking of bills.

### **14.0 GUARANTEE:**

- 14.1 The repaired transformer shall be guaranteed for the period of 24 calendar months. If the transformer damages during 24 month guarantee period then after re-repair, the performance guarantee shall be for the period remained in 24 months or 6 months whichever is more on the date of damage. The firm shall lift and re-install the re-repaired transformer within a period of 45 days from date of intimation. The joint inspection report (JVR) and stage inspection of the re-repaired transformer shall be carried out.
- 14.1 (A) Firm has to lift the damage power Transformer within **07** Days from issue of Lifting order by SE (Store), PVVNL, Meerut in normal condition otherwise a penalty of 0.5% per week (As per form A Condition) at the cost of repair as mentioned in LOI of particular job will be imposed on expiry of **07** days of schedule time for lifting.
- 14.2 (B) within **70** days reckoned from the date of sanction of estimate of job. If the contractor fails to repair the damaged transformer within specified time (70 days Reckoned from date of sanction of estimate of particular job) then a penalty of Rs. 1000.00 per MVA per day shall be deducted from the firm's bill or security (in case of no bill is pending at discom) subject to following maximum amount mentioned as under.
1. Maximum amount equal to cost of repair of that particular job as per sanction estimate up to time limit of 90 days from date of expiry of schedule delivery.



2. Maximum amount equal to cost of New Transformer of similar rating as per stock issue rate after expiry of 90 days from schedule delivery.

14.2 If the repairer fails to lift the transformers damaged under guarantee period, within 15 days from the date of intimation then the same shall be got repaired by other agencies. In such case an amount equal to repair estimate raised by the other repairer for repairing such transformer along with the transportation charges thus incurred by PVVNL shall be recovered from the repairer and the performance BG of the firm shall also be forfeited, the action like debarring /blacklisting against the erring repairer may be initiated.

**15.0 RESPONSIBILITY FOR SAFE CUSTODY OF TRANSFORMERS DURING EXECUTION PERIOD OF REPAIR:**

The Contractor shall be entirely responsible for safe custody after receipt of damaged transformer in his works and till it is handed over either after repair or being uneconomical without repair.

**16.0 REAPONSIBILITY OF CONTRACTOR AND COMPLETENESS:**

- 16.1 The Contractor shall be entirely responsible for the execution of this contract accordance with the terms of Special Conditions the General Conditions of Form 'A' Technical Specification and price schedule etc.
- 16.2 In order to make the apparatus conform to the specn, and technical details, the contractor shall make good any change without any additional cost to Purchaser.
- 16.3 Approval of Contractor's/Sub-Contractor's drawing and of test certificate of material or of other parts of the works involved in the Contract of test carried out either by him or by the representative of the PVVNL shall not be held to relieve him by any part of his obligations of meeting all the requirements of these specifications or of the responsibility for the correctness of the Contract drawing and test certificates.

**17.0 INTERCHANGEABILITY:**

All parts shall be made accurately to standard as far as possible so as to facilitate replacement and repair. All corresponding parts of similar make type and capacity of transformers including the spare parts shall be interchangeable.

**18.0 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 courts of Lucknow and High court of Judicature at Allahabad only.

**19.0 ARBITRATION CLAUSE OF FORM 'A':**

The following is deemed be added at the end of the para-1 in the Arbitration clause-38 of Form 'A'

"In case of refusal/neglect by such nominee Chairman UPPCL may nominate another person in his place."

**20.0 NUMBER OR QUANTITY TO BE CONTRACTED FOR:**

- 20.1 Subject to as herein after mentioned, no guarantee can be given to the number or quantity of the transformers which will be ordered delivered during the period of the Contract but the PVVNL undertakes to order from the Contractor works/Stores as detailed in the schedule of Store which he required to get executed/ purchased except that he reserves the right (i) of submitting to completion any supply of amount as the PVVNL (whose decision shall be final) may determine upon consideration of the tenders (ii) of placing the contract simultaneously or at any time during the period with one or more Contractors as he may think fit and (iii) of obtaining/ getting executed from any source any Stores/works referred to in the Contract to meet an emergency if the PVVNL (whose decision shall be final) is satisfied that the Contractor is not in the position to supply/ execute specific quantities or number articles included in the contract which exceeds such works within the period in which works/ supplies are required to be completed.

**21.0 DELIVERY:**

- 21.1 (A) Firm has to lift the damaged power Transformer within **07** Days from issue of Lifting order by SE (Store), PVVNL, Meerut in normal condition otherwise a penalty of 0.5% per week (As per form A Condition) at the cost of repair as mentioned in LOI of particular job will be imposed on expiry of **07** days of schedule time for lifting.
- 21.1 (B) within **70** days reckoned from the date of sanction of estimate of job. If the contractor fails to repair the damaged transformer within specified time (70 days Reckoned from date of sanction of estimate of particular job) then a penalty of Rs. 1000.00 per MVA per day shall be deducted from the firm's bill or security (in case of no bill is pending at discom) subject to following maximum amount mentioned as under-
- I. Maximum amount equal to cost of repair of that particular job as per sanction estimate up to time limit of 90 days from date of expiry of schedule delivery.
  - II. Maximum amount equal to cost of New Transformer of similar rating as per stock issue rate after expiry of 90 days from schedule delivery.

Note: Above condition shall supersede any other clause regarding delivery and penalty, if mentioned anywhere else in the terms and condition of tender.

- 21.2 The sanctioned estimate and offer for inspection shall be either hand delivered or dispatched by REGISTERED POST. In case of dispatch by Registered Post a period of seven days shall be considered as mailing time.
- 21.3 The transformer not repaired after 6 months from the date of sanction of the estimate, shall be lifted back by the concerned Store Division and shall be got repaired by other agencies. In such cases penalty under clause '32' of General Conditions of Contract Form 'A' along with all transportation charges associated with the transformer shall be recovered from the repairer. The difference of cost of repair shall also be recovered from the defaulting firm.

**22.0 PAYMENT:**

Payment shall be made as per clause 25 of General Conditions Contract Form 'A'.

**23.0 NOTICE TO CONTRACTOR:**

Any notice to be given to the Contractor shall be sent by Registered post at the address given by him for this purpose in the Contract.

The Contractor shall ensure to intimate the Purchaser in writing of any change in the above address otherwise notice shall be sent to the address given in the contract.

Any notice dispatched to contractor by registered post on the above address shall be deemed to have been delivered as above.

#### **24.0 REPAIR OF TRANSFORMERS OF TRANSMISSION/GENERATION WING:**

The Contract is basically for repair of Power transformer in the Distribution Wing of PVVNL and the procedure/modus operandi specified herein have been framed accordingly. However Purchaser at his discretion may authorize repair of the power transformer of Transmission/Generation wing of PVVNL in the terms and conditions given herein. In such cases joint inspection, estimate approval, inspection payment, etc. shall be defined, whom the Contractor shall contact for further purpose.

#### **25.0 COMMISSIONING OF TRANSFORMER AFTER REPAIR:**

The commissioning of transformer received after repair from the firm shall be done in the presence of the representative of the firm if desired by the concerned authority not below the rank of Executive Engineer. In case firm representative does not reach at site for this purpose, it shall be commissioned in his absence at the risk of the Contractor.

No charges shall be paid by PVVNL to the Contractor for this purpose. Concerned authority shall inform the Contractor to depute his representative to witness commissioning of the repaired transformer well in advance.

#### **26.0 MONTHLY PROGRESS REPORT:**

The Contractor shall submit each month the status of repair up to preceding month in the format given herein after. The Contractor shall ensure that this report reaches Superintending Engineer (MM-I), PVVNL-Meerut by 7<sup>th</sup> of each of the following months. A copy of this statement will also be endorsed to Electy. Stores Division concerned.

Every report should contain information for each and every transformer in the format of the report. All items of the report are mandatory and any effort on part of the contractor to conceal information shall amount to breach of Contract

Proforma of the progress report is enclosed here with.

#### **27.0 PRICES:**

The prices quoted should be exclusive of all statutory taxes/duties as legally applicable.

#### **28.0 GST:**

It shall be payable extra as legally applicable at actuals on production of necessary documents on all such items which are manufactured/fabricated in the works of the repairer & the bought out items/parts/components purchased from the market and for reconditioning of leg coils and other works such as painting and labour etc. The Tenderer shall however indicate the rates of GST as applicable at the time of tendering in Schedule P-1. In case tenderer quotes ambiguous or contradictory terms

or does not categorically commit in tender regarding charging of the amount of excise duty at the time of raising the bills, their offer shall be loaded by the maximum rate of the Excise duty applicable to tendered items among all bidders.

Any statutory change in Central Excise regulations attracting excise duty shall be payable extra as legally applicable.

**29.0 GENERAL:**

Whereas GST and other statutory levies are not applicable or the bidder is exempted at the time of tendering from payment of such duties/levies, he should clearly indicate whether he would charge the same or not at the time of raising the bill (where there is possible of charging) he shall specify the maximum rates which may become applicable on the tax structure applicable at the time of tendering.

**PROFORMA FOR MONTHLY PROGRESS REPORT**

Monthly progress report for repair of Power Transformers against Specn . No. PVVNL-MT /MM/**48(s)/22-23** for the month ending (Name of the month / year).....

**(A) Transformers allotted but preliminary inspection yet to be done.**

Transformer capacity in MVA and Voltage ratio	Transformer make	Allotment letter No. & date authorizing repair	Name of Divn./Unit where T/Fs available.	Expected date of preliminary inspection.

**(B) Preliminary inspection done but transformer not yet sent to the works of repairer.**

Transformer in MVA & Voltage ratio.	Transformer make	Date of preliminary inspection	Division/Unit where T/Fs available.

**(C ) Damaged transformer transported to Contractor works but joint inspection not done.**

Transformer capacity in MVA & Voltage ratio.	Transformer make	Date of receipt in the works of repairer.	Date on which ESD was informed for joint inspection	Name of concerning XEN Workshop Div./Dist. Divn. & date on which he was informed for joint inspection.

**(D) Transformer Inspection done but estimate not submitted.**

Transformer capacity in MVA & voltage ratio	Transformer make	Name of Division to which it originally pertained.	Date of joint inspection	Expected date of submission of estimate to ESD.

**(E) Estimate submitted but not sanctioned:**

Transformer capacity in MVA & Voltage ratio	Transformer make	Date of submission of estimate to Stores Division.

**(F) Estimate sanctioned and repair in process:**

Transformer capacity in MVA & Voltage ratio.	Transformer make	Date of receipt of sanctioned estimate	Expected date of completion of repair (This is nothing to do with contractual commitment. This date is for the guidance of PVVNL planning purpose.

**(G) Transformer repaired but inspection awaited:**

Transformer capacity in MVA & Voltage ratio	Transformer make	Date on which T/F offered for inspection.	To whom offered for inspection.

**(H) Transformers inspected and successfully passed through tests but yet to be lifted.**

Transformer capacity in MVA & Voltage ratio	Transformer make	Date of inspection	D.I. No. & date	To whom transformer allotted for lifting.

**(I) Total no. of transformer repaired inspected lifted back against this contract including those given at Sl.. 'H' above.**

Transformer capacity	Sl. No.	Make	Concerned Dist./Work shop Division	D.I. No. & date	Contract -ed delivery schedule	Transformer capacity	Total no. repaired	Total no. repaired and returned.

**(J) Transformer damaged during guarantee period.**

Transformer capacity in MVA & voltage ratio	Transformer make	D.I.No.& date after original repair	Place of installation	Concerned Dist. Division	Date of damage	Date of re-repair and return	In case not yet re-repaired present status and expected date of re-repair.

**(K) Un-economical transformer lying at contractor's premises/works:**

Transformer capacity in MVA & Voltage ratio.	Transformer make	Division to which originally pertain	Date on which T/Fs found uneconomical

11. निदेशक मण्डल उ0प्र0 का0पा0लि0, लखनऊ के कार्यालय ज्ञाप सं0 634-कार्य/चौदह-पा.का. लि./2021-29-के/1983 दिनांक 09.04.2021 एवं संसोधन कार्यालय ज्ञाप संख्या 1499-कार्य/चौदह-पा.का.लि./2021-29-के/1983 दिनांक 13.09.2021 के अनुसार 'सूक्ष्म एवं लघु' उद्योगों के साथ स्टार्टअप्स को निम्नवत् प्रावधान किया जाता है—
  1. प्राइस मैचिंग का विकल्प:
    - 1.1 यदि टेण्डर में एल-1 ऑफर देने वाली फर्म उत्तर प्रदेश में स्थित सूक्ष्म एवं लघु उद्यम से इतर है (अर्थात् मध्यम या बृहद् फर्म है) और किसी सूक्ष्म एवं लघु उद्यम के द्वारा एल-1 ऑफर के मूल्य के 15 प्रतिशत की सीमा तक अधिक मूल्य अंकित किया गया है तो ऐसी दशा में उक्त सूक्ष्म एवं लघु उद्यम (या एक से अधिक ऐसे उद्यमों की दशा में 15 प्रतिशत बैंड में स्थित सभी सूक्ष्म एवं लघु उद्यमों) को यह अधिकार होगा कि वे अपने मूल्य को एल-1 स्तर पर लाकर कुल निविदा मूल्य के 25 प्रतिशत तक की सीमा तक आपूर्ति कर सकते हैं। ऐसी स्थिति में विभाग या उपक्रम द्वारा अनुमति दी जायेगी तथा आपूर्ति भी सुनिश्चित की जायेगी। एक से अधिक सूक्ष्म एवं लघु उद्यमों की दशा में उनसे ली जाने वाली आपूर्ति को उनके द्वारा निविदित मात्रा के अनुपातिक रूप में बाटा जायेगा। न्यूनतम 25 प्रतिशत मात्रा की आपूर्ति हेतु उत्तर प्रदेश में स्थित सूक्ष्म एवं लघु इकाइयों को प्राथमिकता दी जायेगी।
    - 1.2 सूक्ष्म एवं लघु एवं स्टार्टअप्स इकाइयों को गुणवत्ता के मानकों में किसी प्रकार की छूट अनुमन्य नहीं होगी।
    2. निविदा सेट निशुल्क उपलब्ध कराया जायेगा।
    3. ई.एम.डी. से छूट अनुमन्य है।