

## **SPECIAL CONDITIONS**

**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:** All the equipments supplied by the Contractor shall be guaranteed for a reliable and trouble free operation for period of **39 months** from the date of receipt of equipment by the Purchaser at site or **36months** from the date of Commissioning whichever is earlier, called the "Maintenance period". The Contractor shall remain liable to replace defective parts/equipment/materials free of cost within 15 days from the date of intimation regarding this sent by the office of site in-charge, during guarantee period. All other points of clause (30) of form B shall be applicable under this guarantee period clause. Clause 30 General Conditions of Contract of contract 'form B' shall be treated as amended to that extent.
3. **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 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 performance security shall be sent at the time of award of contract. **The validity of the performance security deposit in any of the above form, shall be for a period of 39 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.

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:** 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.
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. **Price reduction clause for late delivery:** As per provisions contained in clause no. (27) of form 'B' a penalty @0.5% per week on contract value subject to a maximum of 10% shall be applicable. All other points of clause (27) of form 'B' shall be applicable under this price reduction clause for late delivery.
8. **Futile journey 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 Superintending Engineer (Head Quarter), 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.

## 9. **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

10. **Action due to Non-Execution of Contract:** If the contractor fails 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 supplier may be blacklisted/debarred from participating in tenders.
- (c) The Security deposited by the bidder towards satisfactory performance of work, may be forfeited.

11. **Quality Control (for purchase order)**- 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
- (c) debarred/blacklisted from participating in Tenders for at least 3 Years from the date of test result into failure of supplied materials.
- (d) The Security deposited by the bidder towards satisfactory performance of work, may be forfeited.

**12. Splitting of order & allotment of quantity:**

- i. 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.
  - ii. 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.
  - iii. The quantity reduced in this manner from poor performing firm may be allotted to other firms who show better performance.
  - iv. If the tender quantity is split among various successful tenderers and the extension of tender quantity is needed, the performance of firms may be taken into consideration by the purchaser for allotment of this extended quantity among the firms.
13. Orders issued by UPPCL, PVVNL, UPSEB either before or at any stage shall be applicable and binding on the tenderer.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. Purchaser reserves the right to relax any condition mentioned anywhere in the tender document without assigning any reason whatsoever