

Additional Terms and Conditions

The following conditions shall be read in conjunction with the corresponding relevant provisions made in the GTC and in case of any variation, discrepancy or contradiction between these terms & conditions, the provision made under these special conditions shall prevail.

1. Scope of Work:

Scope of supply includes **Supply of Miscellaneous Mechanical Consumables for Power House of Nimoo Bazgo Power Station, Alchi, Leh.**

2. Eligibility Criteria:

Bidder should have supplied similar types of items of at least two supply order with minimum amount of Rs.4,13,622/-(50% of estimated value) for each supply order during past seven years.

Similar items: Mechanical consumable items.

3. Disqualification of the bidders:

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- i) Made misleading or false representations in the forms, statements, declarations and attachments submitted in proof of the qualification requirements; and/or
- ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures (*) etc.
- iii) Participated in the previous bidding for the same work and had quoted abnormally high or low bid prices and could not furnish rational justification for it to the Employer.
- iv) If firm/contractor has been blacklisted by the Power Station/ NHPC Limited or any other PSU/Govt. Deptt.

(*) Financial failure includes frequent default in timely payment of wages of the contractual workers, inactive GST registration etc.

4. Technical Specifications:

Attached as Buyer Specification Document with the bid.

5. Financial Criteria:

a. Turnover:

The average annual financial Turnover of 'The Bidder' during the last three years, ending on 31st March of the previous financial year should be at least 50% of estimated cost (or equivalent in foreign currency at exchange rate prevalent on 31st March of the previous financial year) as per the Annual Report (Audited Balance Sheet and Profit & Loss account) of the relevant period, duly authenticated by a Chartered Accountant / Cost Accountant in India or equivalent in relevant countries.

b. Working Capital:

The working capital (current assets minus current liabilities) shall be equal to at least 3 times the monthly cash flow requirement i.e. Estimates cost of work*3/Supply period.

c. Net Worth:

The net worth of the bidder firm (manufacturer or principal of authorised representative) (i) should not be negative on 31st March of the previous financial year and also (ii) if it is less than paid up equity share capital then it should not have been eroded by more than 30% (thirty percent) in the last three years, ending on the 31st March of the previous financial year.

d. The Bidders against whom proceedings for insolvency under the Insolvency & Bankruptcy Code 2016 (as amended time to time) have been started shall not be eligible for bidding.

6. EMD:

EMD may be deposited online (NEFT/RTGS) in favour of “**NHPC Limited**” payable at “**State Bank of India, Branch Leh, Account No.: 10942145055 IFSC Code SBIN0001365**”. Bidder shall submit copy of E-Receipt along with the bids. Otherwise the uploaded bid shall be liable for rejection.

Exemption in EMD may be provided as per GEM GTC.

Note: As too many different types of consumable items are being procured which cannot be manufactured by a single manufacturer. Hence exemption to MSME/Startup may not be allowed.

7. PBG:

Performance Guarantee: Within 28 days of receipt of Supply Order, the Supplier shall furnish to the Engineer-in-Charge a Performance Guarantee in the form of Demand Draft/ Bank Guarantee from an Indian Nationalized Bank or any Scheduled Bank in India as per the format appended as **Annexure-I** herewith for an amount equal to Five percent (05%) of the contract price by way of guarantee valid till three months beyond the warrantee period as mentioned in the Supply Order for the due and faithful performance of the contract along with the other terms and conditions agreed to. The Performance Guarantee shall be released after successful completion of the warrantee period. The Performance Guarantee amount will not earn any interest for the whatsoever period detained by NHPC.

Note: The same as mentioned above will also be applicable for e-PBG and the format of bank guarantee as attached at Annexure-I only shall be treated as valid format.

The other terms related to Performance Security as per GTC shall also be applicable.

Contractor shall communicate the following bank details to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this clause:

Name of the beneficiary:	NHPC LTD., NHPC OFFICE COMPLEX, SECTOR-33, FARIDABAD-121003 (HARYANA)
Account No.:	10942145055
IFSC Code:	SBIN0001365
Address of the Bank:	State Bank of India, Branch Leh

8. Documents to be submitted by bidder:

- 8.1 The bidder should submit authenticated copies of the Supply / Purchase orders issued by various clients with copies of respective tax invoice / completion certificate as proof of having executed the orders as per Clause No. 2 above.
- 8.2
- a. Bidder shall submit the copy of Annual Report / Standalone audited Annual Financial Statement containing Balance Sheet, Profit & Loss Statement, cash flow statement, Auditor's Report thereon including all relevant schedules/ annexures etc of last three years.
 - b. In case where Audited financial results for the immediately preceding year are not available, then a statement of account as on the closing date of the immediately preceding financial year depicting the Turnover, Net Worth (calculated as per laid down criteria) duly certified by their statutory auditor/ certified Public Accountant along with copy of appointment letter of the statutory auditor.
 - c. Wherever, the Annual Report/ duly notarized copies of Audited Printed Annual Financial Statement are in language other than English, then copy of duly translated & printed into English language and certified by approved/ recognized English translator shall be submitted with the Application.
 - d. For conversion to US\$ the exchange rate at the end of the respective accounting year shall be considered.
- 8.3 The reference date for considering the period for eligibility/ qualification requirements above shall be the last day of the month previous to the one in which tenders are invited.
- 8.4 Bidder should submit duly signed and stamped copy of Technical Specification Sheet (attached as Buyer Specification Document with the bid).
- 8.5 Bidder should submit duly signed and stamped copy of Buyer uploaded ATC document on company letter head as acceptance of "Additional Terms and Conditions".
- 8.6 Duly signed and scanned copy of Annexure-II, Annexure-III, Annexure-IV and Annexure-V on company letter head.

9. Prices:

- 9.1 Prices shall be Firm in all respect till the completion of the contract and on F.O.R destination basis i.e. Nimoo Bazgo Power Station, Alchi, Leh-Ladakh. Prices shall be inclusive of:
- i) Charges for packing, handling, forwarding and all applicable taxes & duties including Goods & Service Tax (GST) etc. as applicable.
 - ii) Charges for Transportation to NBPS site at Alchi, Leh Ladakh including Transit Insurance.
- 9.2 Statutory variation, in Taxes and Duties or levy of any new Tax after 28 (Twenty-Eight) days prior to deadline for submission of bid will be adjusted/reimbursed against production of documentary evidence.
- 9.3 Tax deducted at source, shall be applicable as per rules.
- 9.4 The GSTIN along with relevant details for Nimoo Bazgo Power Station, has been indicated below for your ready reference.

Name of Project/Unit	Nimoo Bazgo Power Station
Address of Principal place of business/Additional place of business	NHPC Ltd. Nimoo Bazgo Power Station Lower Skara, LEHO, Near BSNL Complex, Leh, Ladakh Pin-194101
GSTIN	38AAACN0149C1ZW
Principal place of business for the purpose of GST	Nimoo Bazgo Power Station

10. Inspection:

Inspection of the material shall be carried out by authorised representative of NHPC Limited, Nimoo Bazgo Power Station at Central Store NBPS, Village Alchi, Leh, Ladakh. The supplier shall submit test report (if any) of the items at the time of inspection.

11. Delivery Period:

Material shall be delivered within 45 days from the date of issue of Supply Order/ Purchase Order / Letter of Award.

12. Transit Insurance:

Transit Insurance of the material up to site i.e. Nimoo Bazgo Power Station, Alchi Leh is in the scope of firm/supplier.

13. Warranty:

The equipment / system shall be warranted against poor quality or workmanship of material or manufacturing defects for a minimum period of 12 months commencing upon the setting to work of item / plant or 18 months from date of supply whichever is earlier. During the warranty period the supplier shall repair/replace the defect items free of cost and no conveyance or any other charges shall be paid.

The other terms related to warranty/Guarantee clause as per GTC shall also be applicable.

14. Liquidated Damages:

If the Contractor fails to deliver plant or any part thereof within the prescribed period for such delivery the Contractor shall pay to the purchaser liquidated damages equal to ½ (half) percent per week or part thereof of the Contract value. The aggregate amount of such liquidated damages shall in no event exceed 10 (ten) percent of the Contract Price.

15. Payment Terms:

100% payment shall be released after receipt and successful inspection of materials received in full and good condition at central stores, Nimmo Bazgo PS, Alchi, Leh subject to submission of following documents:

- Original Invoice in Triplicate
- Detailed packing list/challan duly acknowledged by the consignee

- Submission of Performance Bank Guarantee and acceptance thereof
- E-way bill
- Copy of Transit Insurance
- Guarantee/Warranty Certificate
- Inspection Report
- Test reports, if any
- Other Documents, if any

Payment shall be released through electronic fund transfer. Bank charges if any shall be borne by firm/supplier.

In compliance to the directives of Department of Public Enterprises (DPE), Ministry of Finance vide DO No: DPE/7/4/2007-Fin date: 10.10.2022 and DO No: 7/4/07- Fin date: 07.09.2022:

“Other than normal payment through NEFT/RTGS directly from NHPC Ltd, the MSME Vendors has an option to avail the TReDS facility. NHPC has registered itself on TReDS platform with MIs A. TReDS Limited, CIN — uz g99MH20 I 6PLC281452, Registration no. (Account no): 1000005783, Communication address. A. TReDS Ltd, Ashar IT Park, 11th Floor, Road No.' 16Z, Wagle, Industrial Estate, Thane (West) — 400604.. The TReDS facilitates financing of Invoices of MSMEs by way of discounting by financiers. MSMEs can upload the invoices in the system and NHPC Ltd. can accept the invoices in the system. Upon NHPC's acceptance, the Banks / NBFCs can discount the invoices and can release the payment directly to the MSMEs. In this regard; MSME Vendors can refer to RBI guidelines available on website of RBI”

16. General:

The Purchaser reserves to itself the right to take over the part or full contract from the Supplier after the award of the Contract or during the execution of Contract without assigning any reason.

17. Arbitration:

In case of any dispute between the firm and NHPC during the execution of work, the same shall be referred to the arbitrator to be appointed by the HOP/General Manager, Nimoo Bazgo Power Station whose decision in all such matters shall be final and binding for both the parties.

18. Court of Competent Jurisdiction:

Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the court of competent jurisdiction under the jurisdiction of local competent Court of Leh.

19. Engineer-in-Charge:

Shall be intimated separately at the time of award of contract / LOA.

20. Consignee:

HOD, Central Store Division, Nimmo Bazgo Power Station, NHPC Ltd., Alchi, Leh.

21. Paying Authority:

Head of Finance Division, Nimmo Bazgo Power Station, NHPC Ltd., Alchi, Leh.

PERFORMANCE GUARANTEE FORM

Bank Guarantee

(To be stamped in accordance with Stamp Act if any, of the Country of the issuing Bank)

Bank Guarantee No.

Date,

To,

NHPC Ltd.

NHPC OFFICE COMPLEX, SECTOR-33, FARIDABAD-121003 (HARYANA)

Dear Sirs,

In consideration of the NHPC Ltd., NHPC OFFICE COMPLEX, SECTOR-33, FARIDABAD-121003 (HARYANA) (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s [Supplier's Name] with its Registered/Head Office at.....

(hereinafter referred to as the 'Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Purchaser's Letter of Acceptance No. dated and the same having been acknowledged by the Supplier, for ,,,, [Contract sum in figures and words] for ,,, [Name of the Supply] and the Supplier having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ,(*) ,,,, of the said value of the aforesaid supply under the Contract to the Purchaser.

We [Name & Address of the Bank], having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Supplier to the extent of (*) as aforesaid at any time upto (@) [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantees herein contained shall continue to be enforceable till the Purchaser discharges this guarantee or till ,,,, [days/month/year] whichever is earlier.

The Purchaser shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Supplier or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other

indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank declares that this Bank Guarantee is issued by the bank, utilizing the credit limit of M/s..... (name of contractor) and also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee the Purchaser may have in relation to the Supplier's liabilities.

i) Our liability under this Bank Guarantee shall not exceed,,,,,,,,..

ii) This Bank Guarantee shall be valid up to ,,,,,,,,,,

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if

Purchaser serve upon Bank a written claim or demand on or before,,,,,,,,@,,,,,. Dated this..... day of 20,..... at

WITNESS

Signature _____

Name _____

Official Address:

Signature _____

Name _____

Official Address:

Signed for and on behalf of the Bank

Signature _____

Name _____

(Designation with Bank Stamp)

Including staff Authority No. with Complete
Address with Bank's Tele-Fax Nos.:

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

Notes: 1. (*) This sum shall be Five percent (05%) of the Contract Price denominated in the types and proportions of currencies.

(@) This date will be Ninety (90) days beyond the warrantee period as specified in the Contract.

2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

3. Vendor's stamp with full details i.e. name of the Purchaser in whose favour this stamp paper has been purchased, should invariably be mentioned on the back side of the stamp paper.

4. Bank Guarantee is required to be submitted directly to the Purchaser by the issuing bank (on Behalf of the Supplier) under the registered post (A.D.). The Supplier can submit an advance copy of Bank Guarantee to the Purchaser. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Supplier directly to the Purchaser and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Purchaser, with a forwarding letter.

[To be uploaded online (scanned copy)]

Undertaking by Bidder towards Anti-Profiteering Clause of GST Act/ Rules

(To be submitted on letter head)

To,
M/s NHPC Ltd.
NHPC Office Complex,
Sector-33, Faridabad, Haryana – 121 003 (India)

Sub.: Tender no.....

Dear Sir,

We, M/s (Name of Bidder) have submitted bid dt.....for the aforesaid tender.

Section 171 of CGST Act/SGST Act stipulates that it is mandatory to pass on the benefit of reduction in rate of tax on supply of Goods or Services or availability of Input Tax Credit, by way of commensurate reduction in prices.

Accordingly, it is certified that we have duly considered the impact of Input Tax Credit available on supplies in the GST regime, in our quoted prices. Further, any additional benefit of ITC if available to bidder shall be passed on to the Employer.

Further, we hereby confirm that our quoted prices are duly considering maximum possible benefit available and are in compliance with the aforesaid Volume 171 of CGST Act/ IGST Act.

Further, if any refund on account of GST is received from the Government in future by the Contractor/ Supplier under any GST Refund/ Exemption or Subsidy Scheme, the same shall also be passed on to the Employer.

In case this declaration is found faulty in any manner, we shall be fully responsible for the consequential effect including making good of any losses of interest etc. to Employer. Ltd.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

(Format for declaration by the Bidder)

“Self-Declaration by the Bidder”

I/We, M/s _____ (*Name of Bidder*) hereby certify that proceedings for insolvency under the insolvency and Bankruptcy code 2016, or as amended from time to time, have not started, against us and /or our Parent/Holding company _____
(Name of Parent/Holding company).

(Seal & Signature of Bidder)

Note: This ‘Declaration’ should be on the letter head of Bidder.

(To be executed on Letterhead of the Sole Bidder)

(Declaration regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017)

Name of Work: Supply of Miscellaneous Mechanical Consumables for Power House of Nimoo Bazgo Power Station, Alchi, Leh.

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. If, required, evidence of valid registration by the Competent Authority shall be attached.

Place:

(Signature of the Authorized Signatory)

Date:

Name:

Designation

(Official-Seal)

Make in India declaration

(To be filled by the bidder)

Format for declaration by the bidder

Self-Certification

I/ We, M/s _____ (Name of Bidder) hereby certify we have read and understand clause no.16 of ITB and declare followings:

- (a) We have not been debarred by any procuring entities in last two years for violation of Order No. P 45021/2/2017 PP (BE_II) dated:16th September,2020 Issued by Department for promotion of Industry and Internal Trade(DPIIT), Ministry of Commerce and Industry, Govt. of India.
- (b) The local content of our offer for the work “**Supply of Miscellaneous Mechanical Consumables for Power House of Nimoo Bazgo Power Station, Alchi, Leh**” is _____% and therefore as per clause no.16 of ITB, we fall under Class-I Local Supplier/ Class-II Local Supplier. (Strike out whichever is not applicable).
- (c) The location (s) where the local value addition is made for our offer for the work “**Supply of Miscellaneous Mechanical Consumables for Power House of Nimoo Bazgo Power Station, Alchi, Leh**” is as under.

(Seal & Signature of Bidder)

Note: This ‘Declaration’ should be on the letter head of Bidder