

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 Supply:

Scope of supply includes **"Supply of Tablet Computers for Nimoo Bazgo Power Station"**.

2. Technical Specification:

Processor Description	Octa Core / equivalent or higher
RAM	Minimum 8 GB or higher
Internal Storage Capacity	128 GB or higher
External Storage Support	Micro SD (1 TB or higher)
Display size (diagonal)	10.9 Inch or higher
Camera	Front and Rear
Front and Rear Camera	08 Mega Pixel or better
Resolution	2000 x 1200 or better
Operating System	Android 14 / iOS 8 or later
Connectivity Type	(5G + Wifi 6 {802.11 ax}) or higher
Battery Backup	10,000 MAH or More
Stylus Pen support	Required
BIS CRS Compliance	Required
OEM Warranty on Tablet	1 Year (minimum)
Compatible accessories	Stylus Pen, C-to-C Type Data Cable, Ejection Pin, Same OEM 33W Type-C Charger / Adaptor or higher and Charger / Adaptor capacity not below OEM prescribed capacity of the particular model. All accessories with minimum 6 Months warranty.
Service Centre	Leh, Laddakh

3. Eligibility Criteria:

2.1 The bidder should be manufacturer of the items to be supplied of required capacity/configuration.

Or

Authorized dealer of a manufacturer of the item to quote on behalf of their manufacturer in case manufacturer does not quote directly. In such a case, the authorized dealer shall have to submit relevant **"General Authorized Dealership"** certificate from the manufacturer without reference to any specific tender and having validity of such authorization within applicable contract period.

2.2 Technical Specification of the product Quoted must be available on OEM Website.

4. 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.

5. Documents to be submitted by bidder:

- 5.1 OEM /Trademark Certificate or Authorized Dealership Certificate as per Clause No. 2 above.
- 5.2 Bidder should submit duly signed and stamped copy of Buyer uploaded ATC document on company letter head as acceptance of "Additional Terms and Conditions".
- 5.3 Duly signed and scanned copy of Annexure-I, Annexure-II and Annexure-III on company letter head.

6. Prices:

- 6.1 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.
- 6.2 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.
- 6.3 Tax deducted at source, shall be applicable as per rules.
- 6.4 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, LEH, Near BSNL Complex, Leh, Ladakh Pin-194101
GSTIN	38AAACN0149C1ZW
Principal place of business for the purpose of GST	Nimoo Bazgo Power Station

7. Transit Insurance:

Transit Insurance of the material up to Nimoo Bazgo Power Station Alchi, Leh-Ladakh shall be done by the Contractor.

8. Inspection:

Inspection shall be carried out by EIC or its Authorized representative at Central Store, Nimoo Bazgo Power Station, Leh.

9. Delivery/Completion Period:

Delivery of equipment/items shall be completed within 45 days from the date of issue of Letter of Award/Supply order.

10. Warranty and Maintenance Clauses:

The equipment/items 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 warrantee 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/Gurantee clause as per GTC shall also be applicable.

11. 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.

12. Payment Schedule:

100% Payment shall be released after receipt of material in full & good condition at central store, Nimoo Bazgo PS subject to submission of following documents:

- Original Invoice in Triplicate.
- Detailed packing list/challan duly acknowledged by the consignee
- E-way bill
- Copy of Transit Insurance
- Guarantee/Warrantee Certificate
- Inspection report
- Test certificate, 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, Thâne (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"

13. 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.

14. 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.

15. 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.

16. Engineer-in-Charge:

Dy. General Manager(M)-IT&C, Nimoo Bazgo Power Station, NHPC Limited shall be Engineer-In-Charge of the aforesaid contract. Email ID: itc-nimoobazgo@nhpc.nic.in.

17. Consignee:

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

18. Paying Authority:

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

[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 Tablet Computers for Nimoo Bazgo Power Station.

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)