

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-12-2025 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	30-12-2025 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Rangit Power Station
कुल मात्रा/Total Quantity	4
वस्तु श्रेणी /Item Category	Supply, Installation, Testing & Commissioning of 400KVA Silent DG Set with Acoustic Enclosure & AMF
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	400 KVA Silent Diesel Generator Set with Acoustic Enclosure and AMF Panel
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Power Generator - DG Set (up to 900 KVA)</li> </ul>
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	129 Lakh (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
ऑटो एक्स्टेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया जाया जाना है। / Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्ण पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है। / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	516800

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	16
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### **लाभार्थी /Beneficiary :**

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

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### **एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

#### **एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15

सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

### **Supply, Installation, Testing & Commissioning Of 400KVA Silent DG Set With Acoustic Enclosure & AMF ( 4 set )**

**(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

**तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्ट दस्तावेज़ /Buyer Specification Document

[Download](#)

उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / **Installation Commissioning and Testing (ICT) details for the above item:**

% of Product Cost Payable on Product Delivery	70%
Min Cost Allocation for ICT as a % of product cost	30%
Number of days allowed for ICT after site readiness communication to seller	10 Days

#### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mukesh Kumar Madhukar	737111,Rangit Power Station, Rangit Nagar South Sikkim PS Hingdam	4	120

#### Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Scope of work <a href="#">View</a>	Scope of work	Supply, Installation, Testing & Commissioning Of 400KVA Silent DG Set With Acoustic Enclosure & AMF(4)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

#### क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

##### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the

original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

## **2. Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

## **3. Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

## **4. Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

## **5. Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

NHPC Limited  
payable at  
SBI, Rangit Nagar (Branch Code-9808), Hingdam

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## **6. Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

NHPC Limited  
. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

## **7. Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

NHPC Limited  
payable at  
SBI, Rangit Nagar (Branch Code-9808), Hingdam

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## **8. Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

NHPC limited, Rangit Power Station, Rangit Nagar, South Sikkim.

Account No.

11893483534

IFSC Code

SBIN0009808

Bank Name

State Bank of India

Branch address

State Bank of India, Rangit Nagar, Hingdam, South Sikkim

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### **9. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

NHPC Limited

payable at

SBI, Rangit Nagar (Branch Code-9808), Hingdam

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### **10. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

NHPC limited, Rangit Power Station, Rangit Nagar, South Sikkim.

Account No.

11893483534

IFSC Code

SBIN0009808

Bank Name

State Bank of India

Branch address

State Bank of India, Rangit Nagar, Hingdam, South Sikkim

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### **11. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

## **Terms and Conditions**

**(Note: The Terms & condition of contract attached herewith shall be read and construed along with the terms & conditions of GeM bid document and in case of any conflict or inconsistency between these Additional Terms & Conditions (ATC) and Terms & Conditions of GeM Portal, provisions of below /attached Additional Terms & Conditions (ATC) herein shall prevail.)**

**1.0 Scope of Supply: Supply and installation of 04 nos. of DG Set at Rangit Power Station**

**2.0 Prices and Taxes & Duties:**

**2.1** Prices shall be Firm and on F.O.R destination basis i.e. at “**Central Store, Sagbari, West Sikkim**”. (**This is most essential**) inclusive of char

ges for packing, handling, forwarding, transportation and all applicable taxes & duties, including those assessed on the Employer.

Further, the contract unit rates shall also be after taking into account the input tax credit and other benefits.

- 2.2 Taxes, duties and levies, as applicable twenty eight (28) days prior to deadline for submission of bids (including on transportation), shall be mentioned in Price Bid i.e. Schedule of Quantities & Prices.
- 2.3 All taxes & duties mentioned in the Price Bid as per clause 2.2 above shall be paid/ reimbursed against proper invoice as per rules and other relevant document, if any and restricted to the total amount of Taxes & Duties in Price Bid subject to clause 2.4 below. No other taxes and duties shall be payable / reimbursable by NHPC. TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by the Employer.
- 2.4 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.
- 2.5 Invoice and other documents submitted by contractor for payment under interim payment certificate / final payment certificate, or any other payment under the contract shall be in accordance with the GST law. The contractor shall furnish a certificate along with interim payment certificate / final payment certificate that GST payable by him has been deposited / will be deposited to the Govt. Treasury.
- 2.6 The GSTIN along with relevant details for „[Name of Project / Unit], has been indicated below for your ready reference.

Name of Project/Unit	:	Rangit Power Station
Address of Principal place of business/ Additional place of business	:	Teesta-V Power Station, Singtham
State	:	SIKKIM
State Code	:	11
GSTIN	:	11AACN0149C1ZC

### **3.0 Transit Insurance:**

Material shall be insured under Open Marine Transit Insurance **Policy No. 03 19002125P106617246 valid from 20.07.2025 to 19.07.2026** with M/s United India Insurance Company Limited (UIICL), 116/136, Bharat Bhawan, Hill Cart Road (Sevoke More), Siliguri, Darjeeling, West Bengal-734401. Photocopy of invoice and dispatch instruction should invariably be sent to the Insurance Co. through email: [sushantapaul@uiic.co.in](mailto:sushantapaul@uiic.co.in).

After the date of expiry of the above transit Insurance Policy, supplier is required to get new transit insurance policy no. from Consignee by sending email to [store-rangit@nhpc.nic.in](mailto:store-rangit@nhpc.nic.in) .

**If the supplier fails to provide the dispatch particulars to Rangit Power Station immediately after dispatch, then the risk and the associated cost during transportation get transferred to supplier and the supplier should make good any loss prior to receipt of goods in Rangit Stores Division.**

#### **4.0 Terms of Payment:**

a) In respect of supply portion, 70% payment shall be released after successful inspection of material received in full and in good condition in our Central Store, Rangit-Power Station, South Sikkim followed by successful post receipt inspection as per LOA. Balance 30% shall be released after successful completion of the work. The payment shall be made through RTGS/NEFT/Cheque and the bank charges shall be borne by the supplier.

And upon production of following documents:

Detail of Documents:

- i) Evidence of despatch (GR/ LR etc.)
- ii) Invoice in Triplicate along with detailed packing list.
- iii) Inspection Report/ Despatch Instruction, Test Certificates
- iv) Insurance Intimation/ Cover (if any)
- v) Warrantees Certificate.

b) In respect of installation, testing and commissioning, 100% payment shall be released after successful completion of the work duly certified by all the respective site in-charges where the DG Set installed.

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 M/s A. TReDS Limited, CIN – U74999MH2016PLC281452, Registration no: (Account no.): 1000005783, Communication address: A TReDS Ltd, Ashar IT Park, 11<sup>th</sup> Floor , Road No.: 16Z, Wagle, Industrial Estate, Thane (West) – 400604. The TReDS facilitates financing of invoices of MSMEs by the way of discounting by financiers. MSMEs can upload the invoices in the system and NHPC Ltd. can accept the invoices in the system. Upon the NHPC's acceptance, the Banks/NBFCs can discount the invoices and can release the payment directly to the MSME. In this regard; MSME vendors can refer to RBI guidelines available on website of RBI.

**In case of MSE:**

All the payments for the supplies and/or services rendered by MSEs (Micro & Small Enterprises) Supplier/ Contractor under the Contract shall be released within forty five (45) days from the day of acceptance\*.

In case, payment are not released as mentioned above, NHPC shall pay the principal amount plus compound interest with monthly rests from the date of immediately following the date agreed upon @ three times of bank rates as notified by Reserve Bank of India from time to time.

\* **Day of Acceptance means** - day of the actual delivery of goods or the rendering of services; where any objection is made in writing by the buyer regarding acceptance of goods or services within fifteen (15) days from the date of delivery of the goods or the rendering of services, the day on which such objection is removed by the Supplier.

**In case of non-MSE:**

All the payments for the supplies and/or services rendered by non-MSEs (non-Micro & Small Enterprises) Supplier/ Contractor under the Contract shall be released within forty five (45) days from the receipt of invoice/bills from the Contractor/ Supplier complete in all respect.

In case, payment are not released as mentioned above, NHPC shall pay the principal amount plus simple interest from the date immediately following the date agreed upon @ 8% (eight percent) per annum.

**5.0 Delivery/ Completion Period:** The work shall be completed within a period of 120 Days from the date of issue of L.O.A.

**6.0 Liquidated Damages:** If the Supplier fails to attain completion of the supply of the material (including installation, testing and commissioning of items/equipments) or any part thereof within the prescribed time for completion under clause 5.0 or any extension thereof (due to delays not attributable to the Supplier), the Supplier shall pay to the Purchaser liquidated damages equal to the amount computed @ 1/2 (half) percent per week or part thereof of Contract Price. The aggregate amount of such Liquidated damages shall in no case exceed 10% of the Contract Price. However cost compensation for any time extension shall not be paid.

Any GST liability on account of Liquidated damages shall be borne by the contractor

**7.0 Performance Guarantee:** In case of a P.O./L.O.A., exceeding Rs. 5 (five) lakhs, 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/ Irrevocable Insurance Surety Bond as per the forma

t appended as **Annexure-A** herewith for an amount equal to **(5) Five percent** of the contract price by way of guarantee valid till three months beyond the warranty 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 warranty period. The Performance Guarantee amount will not earn any interest for the whatsoever period detained by NHPC.

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:

- 1. Name of Beneficiary : NHPC limited, Rangit Power Station, Rangit Nagar, South Sikkim.**
- 2. Account No.: 11893483534**
- 3. IFSC Code: SBIN0009808**
- 4. Address of the Bank: State Bank of India, Rangit Nagar, Hingdam, South Sikkim**

## **8.0 Warrante:**

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 the date of dispatch whichever is earlier. During the Warrante period the Supplier shall repair/replace the defected items free of cost and no conveyance or any other charges shall be paid. If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the Supplier's risk and expense, but without prejudice to other rights, which the Purchaser may have against the Supplier in respect of such defects.

## **9.0 Inspection:**

Pre dispatch inspection shall be carried out by Engineer In-charge or his Authorized representative at firm premises.

Post receipt inspection shall be carried out by Engineer In-charge or his Authorized representative at Central Store, Rangit Power Station (Sagbari, West Sikkim) after receipt of material.

## **10.0 General:**

10.1 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.

**10.2 In Case of any discrepancy between Terms & conditions & SCC, the Clause in SCC shall prevail.**

**11.0 Engineer-In-Charge :** Group Sr. Manager (E) / HOD of ECD division, Rangit Power Station.

**Email:** [rangitecd@nhpc.nic.in](mailto:rangitecd@nhpc.nic.in)

**12.0 Consignee :** Group Sr. Manager/HOD, (Stores), Rangit Power Station, N HPC Ltd., Distt- South Sikkim, Sikkim-737111.

Further, all correspondence will be made with consignee as detailed below:

**Group Sr. Manager (E&C) - Stores**

**NHPC LIMITED**

**RANGIT POWER STATION**

**DIST- SOUTH SIKKIM**

**SIKKIM, PIN- 737111**

**E-mail- [store-rangit@nhpc.nic.in](mailto:store-rangit@nhpc.nic.in)**

**13.0 Paying Authority: Sr. Manager (Finance)/HOD**, Rangit Power Station, NHPC Ltd., Distt- South Sikkim, Sikkim-737111.

#### **14.0 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 local Competent Court of this Power Station area at **Namchi, S. Sikkim**.

#### **SPECIAL CONDITIONS OF CONTRACT**

**1. COMPLETION PERIOD:** The work shall be completed within a period of 120 Days from the date of issue of L.O.A.

#### **2. PAYMENT TERMS:**

A. In respect of supply portion, 70% payment inclusive of taxes & duties and freight shall be paid upon delivery of material at site and receipt in full & good condition as per LOA. Balance 30% shall be released after successful completion of the work.

- B. In addition to above, Terms of Payment at Clause No.4 under Terms & Conditions of this tender document are applicable in Payment Terms.
- C. In respect of installation, testing and commissioning, 100% payment shall be released after successful completion of the work duly certified by all the respective site incharges where the DG Set installed.
- 3. E-I-C:** HOD of ECD division, Rangit Power Station shall be Engineer in Charge of the work.

## **Scope of Work**

Supply, Installation, Testing and Commissioning of 04 Nos. of 400 kVA DG set including all accessories as per the detailed specifications. DG sets shall be installed at DG Room, Rangit Nagar, at Dam site & at Power House, Rangit Power Station at the elevation nearly EL 908M ,EL 640M & EL501M respectively.

Once D.G. Set is supplied the following works shall be done by the Contractor and therefore their cost shall be deemed to be included in tendered cost.

1. Contractor shall arrange for installation of above DG Sets, as per installation guidelines
2. Foundation shall be provided by NHPC,
3. All supports for exhaust and water pipe, chimney with insulation complete in all respect and proper Stack Height is to be provided by the Contractor as per Central Pollution Control Board latest guidelines.
4. Fuel piping arrangement is to be carried out by the Contractor,
5. 6 nos. Earthing (Two for body and Two for Neutral) and Two for AMF Panel for each DG Set, is to be provided by the Contractor
6. Inspection: - The material shall be inspected by the Authorized representative of EIC, at Firm's premises. Post receipt inspection shall be carried out by Engineer In-charge or his Authorized representative at Central Store, Rangit Power Station (Sagbari, West Sikkim) after receipt of material in full and good condition including spare parts as mentioned at Annexure-II of Technical Specifications of 400 KVA Silent DG Set. In respect of installation, testing and commissioning, after successful installation commissioning and testing of the DG Sets are to be certified by all the respective site incharges where the DG Set installed.
7. POL i.e. HSD oil and lube oil for diesel engine for testing and commissioning for 12 hrs including 1 hr for 10% overloading at OEA / OEM work shall be arranged by the contractor. POL i.e. HSD oil and lube oil for trial run for 4 hrs at site shall be arranged departmentally.
8. Clearance/ Approval of complete installation from CPCB / State Pollution Control Board, CEA/ Local Bodies and other license authorities, wherever required.
9. All tools & Tackles required for handling / unloading of equipment's and material at site, their assembly, erection, testing and commissioning shall be the responsibility of the contractor.

12. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

### 13. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

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### 14. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or

bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस नियिदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**