

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-04-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-04-2025 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Nhpc Limited
Office Name/कार्यालय का नाम	Contracts Enm Corporate Office Nhpc Ltd Sec33 Fbd
क्रेता ईमेल/Buyer Email	buyer192.nl.hr@gembuyer.in
Item Category/मद केटेगरी	<p>Custom Bid for Services - Comprehensive AMC for 60 KVA Online UPS Sr No XII 120600113 for 1st Year Numeric Make online UPS Installed at Neer Shati Sadan FOCII NHPC office Complex Sector33 Faridabad as per scope of work and SCC ,</p> <p>Custom Bid for Services - Comprehensive AMC for 70 KVA Online UPS Sr No XII 120600109 for 1st Year Numeric Make online UPS Installed at Neer Shati Sadan FOCII NHPC office Complex Sector33 Faridabad as per scope of work and SCC ,</p> <p>Custom Bid for Services - Comprehensive AMC for 70 KVA Online UPS Sr No XII 120600110 for 1st Year Numeric Make online UPS Installed at Neer Shati Sadan FOCII NHPC office Complex Sector33 Faridabad as per scope of work and SCC ,</p> <p>Custom Bid for Services - Comprehensive AMC for 70 KVA Online UPS Sr No XII 120600111 for 1st Year Numeric Make online UPS Installed at Neer Shati Sadan FOCII NHPC office Complex Sector33 Faridabad as per scope of work and SCC ,</p> <p>Custom Bid for Services - Comprehensive AMC for 60 KVA Online UPS Sr No XII 120600113 for 2nd Year Numeric Make online UPS Installed at Neer Shati Sadan FOCII NHPC office Complex Sector33 Faridabad as per scope of work and SCC ,</p> <p>Custom Bid for Services - Comprehensive AMC for 70 KVA Online UPS Sr No XII 120600109 for 2nd Year Numeric Make online UPS Installed at Neer Shati Sadan FOCII NHPC office Complex Sector33 Faridabad as per scope of work and SCC ,</p> <p>Custom Bid for Services - Comprehensive AMC for 70 KVA Online UPS Sr No XII 120600110 for 2nd Year Numeric Make online UPS Installed at Neer Shati Sadan FOCII NHPC office Complex Sector33 Faridabad as per scope of work and SCC ,</p> <p>Custom Bid for Services - Comprehensive AMC for 70 KVA Online UPS Sr No XII 120600111 for 2nd Year Numeric Make online UPS Installed at Neer Shati Sadan FOCII NHPC office Complex Sector33 Faridabad as per scope of work and SCC</p>

Bid Details/बिड विवरण	
Similar Category/समान श्रेणी	<ul style="list-style-type: none"> Annual Maintenance Service - Desktops, Laptops and Peripherals Annual Maintenance Service - Desktops, Laptops and Peripherals Annual Maintenance Service - Desktops, Laptops and Peripherals Annual Maintenance Service - Desktops, Laptops and Peripherals Annual Maintenance Service - Desktops, Laptops and Peripherals Annual Maintenance Service - Desktops, Laptops and Peripherals Annual Maintenance Service - Desktops, Laptops and Peripherals Annual Maintenance Service - Desktops, Laptops and Peripherals Annual Maintenance Service - Desktops, Laptops and Peripherals
Contract Period/अनुबंध अवधि	2 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	1289349
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	29

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

Beneficiary/लाभार्थी :

NHPC Limited
Contracts EnM Corporate Office NHPC Ltd Sec33 Fbd, NA, NHPC Limited, Ministry of Power
(Nhpc Limited)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

GEM Availability Report (GAR):[1741322376.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1741322413.pdf](#)

Scope of Work:[1743061936.pdf](#)

Payment Terms:[1743061942.pdf](#)

Custom Bid For Services - Comprehensive AMC For 60 KVA Online UPS Sr No XII 120600113 For 1st Year Numeric Make Online UPS Installed At Neer Shati Sadan FOCII NHPC Office Complex Sector33 Faridabad As Per Scope Of Work And SCC (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Comprehensive AMC for 60 KVA Online UPS Sr No XII 120600113 for 1st Year Numeric Make online UPS Installed at Neer Shati Sadan FOCII NHPC office Complex Sector33 Faridabad as per scope of work and SCC
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Sanjay Kumar	121003,EMS DIVISION, CORPORATE OFFICE NHPC LTD., SECTOR-33	1	N/A

Custom Bid For Services - Comprehensive AMC For 70 KVA Online UPS Sr No XII 120600109 For 1st Year Numeric Make Online UPS Installed At Neer Shati Sadan FOCII NHPC Office Complex Sector33 Faridabad As Per Scope Of Work And SCC (1)

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Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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FOCII NHPC Office Complex Sector33 Faridabad As Per Scope Of Work And SCC (1)**Technical Specifications/तकनीकी विशिष्टियाँ**

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1	Sanjay Kumar	121003,EMS DIVISION, CORPORATE OFFICE NHPC LTD., SECTOR-33	1	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

4. 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.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. This bid is invited only from OEM of Numeric Brand UPS i.e. M/s Novateur Electrical & Digital Systems Pvt. Limited. Any bid received from any other bidder shall be rejected.

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

- Copy of PAN card
- Copy of GSTIN

- c) ECS Form
- d) EPF Registration
- e) ESI registration

3. Performance Security:

PBG shall be submitted to Engineer-In Charge, EMS Division, NHPC Limited, Sector-33, Faridabad (Haryana)-121003 as detailed in bid conditions.

Disclaimer/अस्वीकरण

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. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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 निविदा 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।

---Thank You/धन्यवाद---

INFORMATION FOR BIDDERS (IFB)

This bid is reserved for OEM (i.e. Numeric Brand UPS i.e. M/s Novateur Electrical & Digital Systems Pvt Limited, 70/B-7, Rama Road Industrial Area, New Delhi-110015), and some of the other information /conditions are as follows

1. SAFETY OF LABOURS

The contractor shall provide & make all necessary gadgets/ arrangements for safety of his workmen. The corporation shall not, in any way be responsible for any accident whether minor, major or fatal to any of his workmen or for any damage arising there from during the period of the contract which shall be the sole responsibility of the contractor. The insurance charges of the workmen if required shall be borne by the contractor.

2. RESPONSIBILITIES & LIABILITIES

The contractor or his authorized experienced Engineer / supervisor will come regularly to site to ensure that the UPS's are performing satisfactorily as per Rules, regulations and Acts. Besides above, necessary coordination, taking instruction from Dept. and supervision of the work shall also be the responsibility of the contractor.

- a) The deployment of proper skilled Engineer / technician for the maintenance purpose, if required should be the responsibility of the contractor.
- b) The contractor shall keep the corporation harmless against all actions, suits, claims, demands, costs or expense arising in connection with injuries suffered by his workmen and shall settle all such claims directly under latest Workman Compensation Act.
- c) Contractor shall ensure cutting and making good all damages caused during erecting and restoring the same to their original finish.
- d) All tools and tackles required for handling the equipments and materials at site of work as well as for their assembly and erection shall be the responsibility of the contractor.
- e) The contractor shall be responsible to abide by the regulation or restriction set in regard to entry into, movement within the premises.
- f) The contractor shall co-ordinate with all other agencies involved in this maintenance work so that the work is not hampered due to delay in his work.
 - i. Before starting any work on the existing installation, it should be ensured that the electric supply to that portion in which the work is undertaken is preferably cut off.
 - ii. Displaying "Men at Work"/ "Out of Order"/ "Under Testing/ Maintenance" caution boards before starting maintenance/repair work etc.
 - iii. Permit to Work should be obtained from the engineer in charge or his authorized person before starting of work on that particular UPS.
 - iv. The cost of keeping the site clean in accordance with this clause including initial and final cleaning to the satisfaction of the Engineer-in-Charge.

- v. The contractor will also remove the wastage from work for disposing off purpose and will make area hindrance free, neat and clean after maintenance/ repair. Nothing extra will be paid for removal and disposing off scrap. No unauthorized person shall be allowed on the site. The Contractor shall take steps to prevent trespass in the site. The entry into the site shall be restricted and shall be governed by the issue of photo gate passes by the Employer.
- vi. The Contractor shall arrange to obtain through the Engineer well in advance, all necessary entry permits/ gate passes for his staffs and labourers and entry and exit of his men and materials shall be subject to vigorous checking by the Employer. The Contractor shall not be eligible for any claim or extension of Time for Completion whatsoever on this ground.
- vii. Any damage to the premises during the course of execution of work and due to the negligence of contractor or contract labour will be borne by the contractor. The contractor will make good all such damage to the premises at his own cost as soon as possible to avoid any hamper in the utility of the premises. Any delay will also come in the penalty clause.

3. LOCATION:

The work is proposed to be executed at NHPC Office Complex, NHPC Limited, Sector-33, Faridabad.

4. ACCESS TO SITE:

The site will be available for working during office working hours, however final integration with the existing electrical system requiring power shutdown shall be carried out on the weekends/ Non-working hours.

5. CLIMATE CONDITIONS:

Faridabad is 207m above sea level. Faridabad's climate is a local steppe climate. There is not much rainfall in Faridabad all year long. According to Köppen and Geiger, this climate is classified as BSh. The temperature here averages 24.7 °C | 76.5 °F. The rainfall here is around 700 mm | 27.6 inch per year.

6. POWER & WATER AVAILABILITY:

Electrical power required for execution of work shall be provided by NHPC on chargeable basis @ ₹15.69 per unit. Water if required shall be arranged by contractor on his own cost.

7. COMMUNICATION & TRANSPORT FACILITIES:

No Communication & Transport Facilities shall be provided by NHPC Limited.

- 8. Security staff shall be at liberty to exercise check on any of the workers, supervisors while entering, search them in the NHPC premises during the work and while leaving from the premises.

9. M/s Novateur Electrical & Digital Systems Pvt Limited should ensure that his personnel use proper safety measures while performing their duties to avoid any accidents
10. M/s Novateur Electrical & Digital Systems Pvt Limited shall be held responsible for any act of omission or commission, on part of his employees.

SPECIAL CONDITION OF CONTRACT

The following Special Conditions shall be read in conjunction with the corresponding relevant provisions made in the GENERAL CONDITIONS OF CONTRACT or elsewhere and in case of any variation discrepancy or contradiction amongst the same, the provisions made under the Special Conditions shall prevail:

1. SCOPE OF WORK

The scope of work broadly covers "Comprehensive Maintenance Contract for all kinds of Routine, Preventive & Corrective (Break down) Maintenance of Numeric Brand UPS of different capacity installed at Neer Shakti Sadan & Jal tarang Auditorium, NHPC Office Complex, NHPC Limited, Sector-33, Faridabad inclusive services, repair, replacement of parts, all labour, testing instrument, etc. as required. All the UPS should be in healthy condition after maintenance work and provide effective safe service. All the necessary repair work to be carried out shall be in the scope of the Contractor and tests and adjustments and handing over of the entire system to the satisfaction of the Engineer-in-charge. The work included in scope of work will be executed and nothing extra on any account whatsoever shall be paid to the contractor.

The detailed Scope of Works is described separately as per Annexure-A.

2. COMPLIANCE WITH REGULATIONS: -

- 2.1 The contractor shall comply with "Contract Labour (Regulation & Abolition) Act '1970" and shall adhere to all prevailing labour laws in vogue from time to time, including minimum wage Act, PF Act, ESI Act etc. and any other Rules, Regulations and Acts in India to which the Corporations may be subject to.
- 2.2 All the work shall be carried out in accordance with Indian Electricity Rules and Indian Electricity Act, 1970 or any revision thereof and any other Rules, Regulations and Acts in India to which the Corporation may be subject to.

3. CONTRACT PERIOD:

The Contract shall be valid for a period of Two (02) Years from the date of commencement of the work. The Contractor shall take over and commence the work within 10 days from the date of issue of Letter of Award and signing of Contract Agreement. If the Contractor commits default in the commencement of work within 10 days of issue of LOA, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the Earnest Money / Performance Security.

4.0 RESONSIABILITY OF THE CONTRACTOR: -

- 4.1 The deployment of proper service Engineer for carrying out the repair should be the responsibility of the contractor.

- 4.2 The contractor shall keep the corporation harmless against all actions, suits, claims, demands, costs or expense arising in the connection with injuries suffered by his workmen and shall settle all such claims directly under workmen compensation Act, 1923.
- 4.3 All maintenance work shall be generally carried out in office hours. However, if so required the maintenance may be carried out beyond normal working hours and on holidays as coordinated by department.
- 4.4 The corporation shall share no responsibility other than providing material, water and electricity.
- 4.5 At the end of contract period the UPS shall be handed over to the department in good working condition in all respect.
- 4.6 M/s Novateur Electrical & Digital Systems Pvt Limited authorized representative has to attend a meeting every month or at such frequency as decided and informed by NHPC Limited for discussion/and evaluation of performance with the NHPC Limited representative. The NHPC Limited representative will confirm the date and time of the meeting.
- 4.7 NHPC Limited reserves the right to make Minor Alterations/ Additions/ Substitutions in the Scope of Work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instructions given.
- 4.8 Maintenance Check Cards/ Job Cards shall be maintained in the format provided by the department duly signed by the contractor and should be submitted to Engineer-in-charge at the end of each inspection.
- 4.9 The contractor shall also provide the mobile no./ telephone no. to contact the service personnel.
- 4.10 Emergency Calls would be unlimited in numbers during entire contract.
- 4.11 The OEM/OES must have original equipment testing kit.
- 4.12 All damaged/worn out parts replaced during AMC should be returned to the Engineer in charge.
- 4.13 No equipment should be unmounted and taken out from the NHPC Limited premises without a proper Gate Pass issued by the Engineer In charge.
- 4.14 In case of any damage due to mishandling of the installation, recovery shall be made from the bill/performance guarantee.
- 4.15 In case of unsatisfactory performance, the AMC can be terminated without assigning any reason.
- 4.16 The OEM/OES must intimate the addresses of his office along with contact numbers of persons to be contacted in case of emergency.
- 4.17 The attending technician should be in possession of all tools and equipments to be used during the maintenance work and the same would be provided by the agency.
- 4.18 The agency or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 4.19 The agency has to deploy more manpower, if required, for attending breakdown and completing breakdown work in minimum possible time for which no extra payment would be made.

- 4.20 In case any shutdown is required for carrying out the AMC work, then the same should be informed to the Engineer in charge well before hand and a shutdown should be carried out only after obtaining the necessary approval.
- 4.21 Any displacement, relocation of the equipment should be avoided by the agency All necessary drawings, Manuals etc will be provided to the firm on demand.
- 4.22 The firm should finish the work in stipulated time. Any extra labour incurred in meeting the work deadlines shall not be chargeable and will be the firm's liability.
- 4.23 AMC charges will be payable quarterly after satisfactory completion of work and certification by Engineer in Charge with deduction of 5% amount as security deposit from each running bill which will be released after successful completion of AMC period and payment of final bill (in case PBG is not submitted).
- 4.24 The contractor shall comply with all statutory requirements in respect of said work. All material to be used in the AMC will have to be approved by the Engineer -in- Charge or his authorized representative.
- 4.25 All urgent calls and complaints should be attended within 2 hour, round the clock. The agency attending technicians should be well trained to handle the required work. The Institute will not be responsible for any physical or personal damage to the company's technician while carrying out the AMC work.
- 4.26 All the agency attending technicians should take all necessary precautions while carrying out the AMC work. All protective gear and equipment should be used and should be in good condition. No compromise on safety should be allowed.
- 4.27 Carrying out liasoning with OEMs of individual equipments will be the sole responsibility of the agency. However, in case of any delay in repair etc. by the OEM, the agency should keep the Engineer in charge well informed from time to time.
- 4.28 After carrying out the repair/attending complaint, the service personal shall submit the service report/ certificate for satisfactory working.
- 4.29 If the contractor fails to do the works as directed or rectify the bad work or does not remove the unaccepted materials from the site then Engineer-in-Charge shall have the liberty to remove the materials from site at the risk and cost of the contractor. The cost on these accounts shall be recovered from any amount due to the Contractor.

5.0 PRICES AND TAXES & DUTIES

- 5.1 Prices shall be firm and inclusive of all cost of labour, insurance, EPF charges, spares and T&P emergency stock, all Consumables & materials and all applicable taxes & duties including those assessed by the Employer. All packing, forwarding, cartage, insurance, loading-unloading, road permit/state entry permit and delivery, installation, testing, commissioning, etc at site including temporary constructional storage, risks, overhead charges, general liabilities/ obligations etc. Any variation in the above said components till the completion of the work will also be in the bidder's account.
- 5.2 Taxes, duties and levies, as applicable twenty-eight (28) days prior to deadline for submission of bids, shall be mentioned in Price Bid i.e. Schedule of Quantities & Prices.

- 5.3 All taxes & duties mentioned in the Price Bid as per clause 5.2 above shall be paid / reimbursed against proper invoice as per rules/documentary evidence and restricted to the total amount of Taxes & Duties mentioned in Price Bid subject to clause 5.4 below. No other taxes and duties shall be payable / reimbursable by NHPC. TDS certificate shall be issued for the income tax deducted at source.
- 5.4 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.
- 5.5 Contractor shall be liable to extend the statutory benefits as provided under the Employees PF Act, Payment of Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Employee's Compensation Act, Contract Labour(R&A) Act, Minimum wages Act, and any other relevant Acts applicable to the establishment. The rates mentioned in Schedule of Quantity & Prices shall be inclusive of all such statutory obligations as applicable.
- 5.6 Save and except as expressly provided elsewhere in this Contract all costs, expenses, charges and liabilities for the completion of the Services in accordance with the Contract and/or for the due and faithful performance and/or the fulfillment of all of the Contractor's obligations under the Contract including furnishing of bank guarantees to the Employer pursuant to the Contract shall be to the account of and be borne by the Contractor and shall be deemed to be included in the unit rates provided for in the Schedule of Quantities & Prices and the Employer shall not be liable in any manner whatsoever therefore.
- 5.7 Invoices 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.
- 5.8 The contractor shall furnish a certificate along with Interim Payment Certificate/Final Payment certificate that GST payable by him has been deposited I will be deposited to the Govt. Treasury.
- 5.9 The Security Deposit shall not be released till Liquidated Damages / Compensation, if any, is pending for recovery.

6.0 PAYMENT TERMS:

The payment shall be regulated as per accepted rates and in accordance to provisions of the Contract. The contractor shall not be entitled for any extra payment or compensation or remuneration for performance of works / services during unfavourable weather conditions or relating to any special arrangements made and / or equipment or machinery brought to the site of work to complete the work as per the schedule of terms/specifications/ schedule of contract, or warrant to circumstance.

The payment shall be made to the Contractor after satisfactory completion of work and certification by Engineer in Charge on monthly basis as per BOQ (Schedule of Quantity, Prices & Amount) against submission of following

- i) GST Invoice / Bill,
- ii) Documentary evidence of EPF, ESI and GST paid in respect of pervious bill
- iii) Performance Bank Guarantee (PBG) and its confirmation from Bank, along with SFMS message.

- iv) M/s Novateur Electrical & Digital Systems Pvt Limited shall maintain a record of the Service/work done on every Visit Reports with details of UPS serviced and get it certified by Authorized Representative/ Engineer-Incharge / department of NHPC Limited. The same should thereafter be forwarded with the bill for payment.
- v) Deduction of Statutory taxes like income tax, work contract tax etc. as applicable from the payment.

Payment shall be made on monthly basis on production of bill and other relevant document.

Mode of payments shall be through electronic mechanism (ECS/NEFT/RTGS etc) as per the details provided by the M/s Novateur Electrical & Digital Systems Pvt Limited .

7.0 REVIEW OF CONTRACT:

In order to evaluate the performance and services, the contract will be on a probation period of 3 (three) months. Only after the services are found satisfactorily during the probation period, the contract will be confirmed for a further period of 21 months under the same terms and conditions. The performance of the contractor shall be reviewed monthly during the first three months and if the performance is not found satisfactory, the contract will be terminated.

Thereafter, performance of the firm shall be reviewed in every quarter and if the performance is not found satisfactory, the contract will be terminated by giving 15 days' notice. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority.

8.0 DEFECT AND LIABILITY PERIOD:

The defect liability period shall be Two (2) Months after actual date of completion of the work. Accordingly, the PBG shall be valid till 3 months beyond defect liability period.

9.0 LIABILITY FOR DAMAGE, DEFECT AND THEFT

If the contractor or his supervisor / workmen / employees by any of their acts (by the way of negligence or deliberately) damage or destroy (including theft or burglary type acts also) any asset or property in the premises of NHPC, the contractor upon receipt of the employer notice in writing to this effect, shall make the same good to restore in the same position at his own expense and to the entire satisfaction on Engineer-in-Charge.

The Contractor shall be abide to repair the UPS again at free of cost, if any fault or failure due to bad workmanship is found during the period of contract.

10.0 LIQUIDATED DAMAGES (LD) –

The time is the essence of the contract. The breakdown complaints are to be attended within the stipulated time period. M/s Novateur Electrical & Digital Systems Pvt Limited shall ensure minimum 97%-100% uptime.

Uptime

Uptime is a performance metric that measures the amount of time a system or device is operational and available for use. "uptime" refers to the percentage of time a system or device is operational and functioning correctly. It's expressed as a percentage, for example, "99.99% uptime" means the system is operational for 99.99% of the time. AMC services aim to maximize uptime through regular maintenance and prompt issue resolution. Uptime percentage shall be calculated as

Uptime percentage = (Total time - Downtime) / Total time x 100

Total time: This is the full period in days for the billing cycle.

Downtime

Down Time is defined as the time during which the systems and/or services running on it are not available and/or are deemed to be not available to the users in part or full due to any non-functioning repairs / problems etc. Downtime will be counted from the time problem is reported to the Vendor electronically or telephonically or by such other means till problem is solved / rectified to the satisfaction of user

For example System Uptime / The breakdown time will be worked out as under: -

Total UPS / Machine's Days(X) = (NO of equipment under AMC) * No. of working day in a quarter.

Breakdowns (Y) = Cumulative Sum of breakdown duration of all the equipment under AMC in days during the quarter

Percentage uptime= (X-Y)/X) *100.

Time calculations for Response time would be calculated based upon lodging of complaint in toll free customer care center of firm / problem is reported to the Vendor electronically or telephonically or by such other means till problem is solved / rectified to the satisfaction of user

The maximum response time for repairing the system shall not be more than four working hours for minor repairs and 48 hours for major repairs. The breakdown complaints are to be attended within the stipulated time period

The contractor during the contract shall be responsible to maintain the UPS systems / equipments / software in good working condition by maintaining minimum uptime 97%, which would be calculated for each individual system, which form part of the overall system of the building. The uptime would be calculated on monthly basis and proportionate deductions would be made from the payment to be made to the contractor for the correspondence month for which an uptime of 97% could not be maintained. The deduction would be as follows:-

Sr No	Uptime / Resolution Time	Deduction after Resolution time
1	97 – 100%	No deduction
2	85 – 97%	10% of the total value of the Monthly bill
3	70 – 85%	20% of the total value of the Monthly bill
4	Below 70%	30% of the total value of the Monthly bill
Note	(1) No complaints in regard to systems etc. should remain pending for more than 24 Hrs., however these need to be attended immediately without loss of time.	
Note	(2) Non-availability of spares/any other reasons shall not be acceptable under any circumstances and will attract Liquidated damages, as applicable.	

The contractor if fail to comply with the above ie the maintaining the uptime in accordance with the schedule as detailed above or any part thereof, then the contractor shall pay to the NHPC limited as liquidated damages and not as penalty without prejudice to NHPC Limited, other remedies under the Contract. However the amount of liquidated damages for the Contract shall be limited to a maximum 10% thereof the total Contract prices” with the option to terminate the contract, if the maximum is reached.

The minimum acceptable uptime for the equipment’s to be covered under the Scope of Work has been specified above. If as a result of delay by the contractor in performance of his obligations under the contract the uptime of the equipment falls below the limits specified, the contractor shall liable to pay deduction amount.

The NHPC Limited may also cancel the Order/award at the cost & liability of the Contractor. In such a case, bid security of the Contractor shall stand forfeited. Repeated violations may result in termination of the contract and forfeiture of the EMD/ Security Deposit.

- i. If the problem is due to the fact that the equipment has become faulty and requires repair/maintenance and the same cannot be done within the resolution time, the contractor shall provide a standby equipment of equivalent / higher configuration within the resolution time of reporting of problem.
- ii. If the contractor fails to repair/ provide standby against the faulty equipment under the scope of Maintenance Contract within resolution time, the NHPC has the right to get it repaired, keeping in view of the urgency of requirement, at the risk and cost of the contractor or can terminate the contract.

The parties agrees that the sum specified above is not a penalty but a genuine estimates of the loss / damage which will be suffered by the Employer for default on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such default.

11.0 LOCATION:

The services / work is proposed to be executed at NHPC Office Complex, Sector-33, NHPC Limited Faridabad, Haryana 121003

12.0 TRAINING

The authorized technical personnel of the Contractor shall impart training in handling/usage/operation of M/s Novateur Electrical & Digital Systems Pvt Limited to the operator/ officer/staff / Contract staff etc of NHPC Limited before starting the Annual Maintenance Contract.

12.0 ENGINEER-IN CHARGE:

Group Senior Manager (Elect), Estate Management Services Division, NHPC Limited, Corporate Office Complex, Jyoti Sadan Sector-33, Faridabad shall be the Engineer-in-Charge of the said contract.

13.0 PAYING AUTHORITY:

Group Senior Manager (Finance)-Misc. Bill Section of Finance Division, NHPC Limited, Corporate Office Complex, Jyoti Sadan Sector -33, Faridabad.

14.0 PERFORMANCE SECURITY:

Within 28 days of issue notification of award, the Contractor shall furnish to the Engineer-in-Charge a performance security in the form of Demand Draft in favour of 'NHPC Limited' payable at Faridabad or bank guarantee (as per format at Form-1) from an Indian Nationalized Bank or State Bank of India or any Scheduled Bank in India or Insurance Surety Bond (as per format at Form-2) for an amount equal to (5) five percent of the Contract Price by way of guarantee valid at least upto three (3) months beyond the defect liability period for the due and faithful performance of the Contract.

The Insurance Surety Bond issued by an Insurance Company registered in India under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDA) in Indian Currency (INR) shall only be acceptable.

On due completion and commissioning of work in all respect and on expiry of the defect liability period as per clause 8, the bank guarantee shall be returned to the contractor without any interest on presentation of an absolute "No Demand Certificate" from the Purchaser and upon the return, in good conditions, of any Specifications, Drawings, tools or tackles or any other property belonging to the Purchaser which may have been issued to the Contractor. Provided always that the Purchaser shall be entitled to retain, set off, deduct or adjust any claim against the Contractor from the money deposited with or becoming payable by the Purchaser.

The Performance Guarantee shall not be released till Liquidated Damages, if any, is pending for recovery.

If the contractor does not submit the performance security within the stipulated period due to any valid reason, Tender Inviting Authority may grant time extension for submission of performance security based on the request of the contractor.

In case, the contractor does not submit performance security without valid reason, the Employer shall impose simple interest @12% per annum on the full amount of applicable performance security (along with applicable taxes, if any) for the period of delay in submission in performance security. The interest on delayed period shall be calculated on pro rata basis for number of delayed days.

The interest accrued shall be payable by the contractor within 14 days from the date of intimation by Tender Inviting Authority in form of Bank Demand Draft/ Banker cheque in favour of 'NHPC Limited', otherwise the same shall be recovered from any payment due or become due against bills / any other amount lying with NHPC.

The delayed submission of Performance Security by the Contractor shall be recorded in substantial completion and final completion certificates. Further, no claim for extension of time for completion period or any other type of claim on account of delayed submission of performance security shall be entertained.

If contractor fails to submit the Performance Security within 60-days from the date of issue of Letter of Award (LOA), then following actions shall be taken against such Contractor:

- i) The bidder shall be debarred / banned to participate in the business dealings with NHPC for a period of one year.
- ii) The name of the contractor shall be hosted on the NHPC website etc. as per existing norms of NHPC / Govt. of India.
- iii) Such defaulted contractor shall not be eligible to participate in the bidding process of re-tender of this work.
- iv) Award shall be summarily terminated.
- v) EMD/Bid security shall be forfeited.

Should there arise any occasion under the Contract due to which the periods of validities of Bank Guarantees as may have been furnished by the Contractor from time to time are required to be extended/renewed, and furnish these to the Engineer one month before the expiry date of the aforesaid Guarantees originally furnished; failing which the existing Bank Guarantees shall be invoked by the Engineer. Also, in case of any deficit in Bank Guarantees on any account as might occur or is noticed, the Contractor shall forthwith recoup/ replace the same at his cost with acceptable Performance Security.

Bidder may also submit Performance security in the form of irrevocable Insurance surety bond as per Form-2 as mentioned in the tender to Engineer-in-charge.

The irrevocable Insurance Surety Bond to be issued by any Indian Insurance company registered under Insurance Act, 1938 or as amended from time to time and approved by the Insurance regulatory development authority of India (IRDAI) in the prescribed format (Form-2).

15.0 INSPECTION & SUPERVISION:

Site can be visited during Office hours on any working day, and queries if any, can be discussed out. The work shall be supervised/ Inspected by the Group Senior Manager (Elect) Estate Management Services or his authorized representative of NHPC Limited.

16.0 DEVIATION / VARIATION In QUANTITY:

The Corporation reserves the right to increase /decrease the quantity or cancel the supply order without assigning any reason what-so-ever.

The Corporation reserves to itself the right to cancel/ rescind the Contract or to take over the part or full from the contractor after the award of Supply Order or during the execution of Supply Order, if the contractor is not able to meet the delivery schedule.

17.0 M/s Novateur Electrical & Digital Systems Pvt Limited shall hand over the UPS / equipment in perfect working order to NHPC Limited at the expiry of his contract period.

18.0 M/s Novateur Electrical & Digital Systems Pvt Limited authorized representative has to attend a meeting every month or at such frequency as decided and informed by NHPC Limited for discussion/and evaluation of performance with the NHPC Limited representative. The NHPC Limited representative will confirm the date and time of the meeting.

19.0 NHPC Limited reserves the right to make Minor Alterations/ Additions/ Substitutions in the Scope of Work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instructions given.

20.0 NHPC Limited shall have right to decide replacement of any UPS during the contract period. In case any UPS get replaced by a new one, then that would be covered under warranty, hence its maintenance contract will be terminated on prorata basis on the day of its replacement, while contract will continue for remaining UPS's.

21.0 M/s Novateur Electrical & Digital Systems Pvt Limited shall have no right, title or interest in the site made available by NHPC Limited for the execution of the work of in the building, structure or work executed in the said site or in the goods, Articles or materials etc. brought at the said site (unless the same specifically belong to the contractor) and the contractor shall not have or deem to have any lien whatsoever charge for unpaid bill, not be entitled to assume or retain possession or control of site or structures or materials or equipment and NHPC Limited shall have an absolute right to take full possession of the site and to remove the contractor, their workmen, agents, representatives, materials etc. belonging to the contractor and laying on the site.

22.0 WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

Irrespective of any contrary provision contained in the contract on all Saturdays / Sundays and holidays or even a night in addition to the cleaning activities mentioned under scope of work. No extra payment shall be made by NHPC for this. For working on Saturday / Sunday or holiday contractor shall obtain permission of NHPC and complete its pending works. In such event, the responsibility of security of area shall also rest with contractor & nothing extra shall be payable to him.

23.0 Any legal dispute arising out of this contract shall be subject to Jurisdiction of Court of Faridabad/ Haryana only

24.0 SAFETY:

The work shall be carried out strictly adhering to all the safety norms as per NHPC Safety Rules and therefore M/s Novateur Electrical & Digital Systems Pvt Limited shall have to ensure safety of all the labourers engaged by them while working.

M/s Novateur Electrical & Digital Systems Pvt Limited shall provide & make all necessary gadgets/arrangements for safety of his employees. The Corporation shall not, in any way be responsible for accident minor, major or fatal to any of his employees or for any damage arising there from during the pendency of the contract, which shall be the sole responsibility of M/s Novateur Electrical & Digital Systems Pvt Limited. The insurance charges of the employees shall be borne by the Contractor.

Protective equipment like safety shoes, safety helmets, gloves etc. shall be supplied by M/s Novateur Electrical & Digital Systems Pvt Limited to the labour and shall be used particularly when working in electrically charged areas. Special precaution should be taken and/or Engineer in Charge should be contacted before entering the electrically charged areas.

M/s Novateur Electrical & Digital Systems Pvt Limited shall be responsible for safety of all employees employed by him from time to time and shall be responsible for payment of compensation that may arise from time to time as a legal obligation or otherwise whatsoever it may be.

25.0 INSURANCE

M/s Novateur Electrical & Digital Systems Pvt Limited shall take the ESIC. In case ESIC is not available, then Mediclaim insurance policy or any other policy as applicable for his workers engaged for the works and shall submit the proof of the policy to the Engineer-in-charge before commencing the work.

All costs on account of insurance liabilities covered under the Contract will be on M/s Novateur Electrical & Digital Systems Pvt Limited account and will be included in Contract Price.

26.0 M/s Novateur Electrical & Digital Systems Pvt Limited SUPERVISION:

M/s Novateur Electrical & Digital Systems Pvt Limited shall appoint at his own expense adequate number of supervisors/ engineers with sufficient experience to supervise the Works.

M/s Novateur Electrical & Digital Systems Pvt Limited or his authorized representatives present at the site(s) shall superintend the execution of the works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer-in-Charge. Directions/instructions given by the Engineer-in- Charge to the M/s Novateur Electrical & Digital Systems Pvt Limited authorized representatives shall be considered to have the same force as if these had been given to the Contractor himself.

27.0 REMOVAL OF M/s Novateur Electrical & Digital Systems Pvt Limited MEN:

M/s Novateur Electrical & Digital Systems Pvt Limited shall employ on the execution of the Works only such persons as are skilled and experienced in their respective trades and the Engineer-in-Charge shall be at liberty to object to and require M/s Novateur Electrical & Digital Systems Pvt Limited to remove from the works any persons employed by M/s Novateur Electrical & Digital Systems Pvt Limited on the execution of the works who, in the opinion of the Engineer-in-Charge, misconducts himself or is incompetent or negligent in the proper performance of his duties. M/s Novateur Electrical & Digital Systems Pvt Limited shall forth-with comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer in charge. Any person so removed shall be replaced immediately.

28.0 CLEANLINESS OF SITE:

- 28.1 M/s Novateur Electrical & Digital Systems Pvt Limited shall at all times keep the site of work in state of tidiness & cleanliness that allows normal progress of work & ensures the safety of all personnel, plant, equipment's, materials & proper execution of all corporation's work.
- 28.2 Garbage, wastage & refuse emanating from contractor's work site shall be removed, transported & disposed-off by the contractor at his cost, in locations that are designated by the Engineer-in-Charge or his representative for this purpose.
- 28.3 The cost of keeping the site clean in accordance with this clause including the initial & final cleaning to the satisfaction of Engineer-in-Charge shall be deemed to be included in the prices quoted by M/s Novateur Electrical & Digital Systems Pvt Limited.

29.0 Arbitration – Not Applicable

30.0 ORDER OF PRECEDENCE:

In the event of any ambiguity or conflict between the conditions/ sections of Contract Document, the order of preference shall be the order in which the conditions/ sections listed below:

- i) GEM Contract Award and Schedule of Quantities & Prices
- ii) Special Conditions of Contract & Scope of Work
- iii) GeM General Terms and Conditions
- iv) Any other Document

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,

[Employer's Name & Address]

Dear Sirs,

In consideration of the *[Employer's Name]* (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s *[Contractor's Name]* with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. dated and the same having been acknowledged by the contractor, for *[Contract sum in figures and words]* for *[Name of the work]* and the Contractor 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 work under the Contract to the Employer.

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 Employer, on demand any and all monies payable by the Contractor 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 Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till*[days/month/year]* whichever is earlier.

The Employer 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 Contractor. The Employer 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 Contractor, 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 Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer 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 Employer or any other indulgence shown by the Employer 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 Employer 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
Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the
Contractor'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 Employer serve upon Bank a written claim or demand on or before
.....@.....

Dated this day of 20..... at

WITNESS

Signed for and on behalf of the Bank

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

2.
(Signature)

Attorney as per Power
of Attorney No.
Dated.....

.....
(Name)

.....
(Official Address)

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

Notes: 1. (*) This sum shall be five percent (5%) of the Contract Price denominated in the types and proportions of currencies.

(@) This date will be Ninety (90) days beyond the Defects liability 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 be invariable mentioned on the back side of the stamp paper.
4. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on Behalf of the Contractor) under the registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Employer. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Contractor directly to the Employer and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Employer, with a forwarding letter.
5. Bidders shall communicate the following bank details of NHPC to issuing Bank for online confirmation of Performance Security

Beneficiary's (NHPC's) Bank Account detail:

Bank Account No.	00000010813608692
Beneficiary Name	NHPC Limited
Credit Bank	State Bank of India
IFSC	SBIN0017313
Branch Address	Corporate Accounts Group II Branch, 5th Floor, Red Fort Capital Parsvanath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001(Branch Code :17313)

FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date.....

To,

[Employer's Name & Address]

Dear Sirs,

In consideration of the ... *[Employer's Name]* (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s*[Contractor's Name]*..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No..... dated..... and the same having been acknowledged by the contractor, for -----[Contract sum in figures and words] for*[Name of the work]* and the Contractor 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 work under the Contract to the Employer.

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

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer 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 Contractor, 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 Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance Company shall not be released of its obligations under these presents by any exercise by the Employer 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 Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the(Name of Insurance Company)as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI) and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

- i) Our liability under this Insurance Surety Bond shall not exceed _____ (*) _____.
- ii) This Insurance Surety Bond shall be valid up to _____ (+) _____.
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serves upon Surety a written claim or demand on or before _____ (@) _____

Dated thisday of2024.....at.....

WITNESS

.....

(Signature)

(Signature).....

.....
(Name)

(Name).....

.....
(Official Address)

.....
(Designation with Stamp of Insurance Company)/with staff
Authority no.

Complete Address of the Insurance Company with Telephone No. and e-Mail Id.

Notes: 1. (*) This sum shall be five percent (5%) of the Contract Price denominated in the Indian currency.
(@) This date will be Ninety (90) days beyond the defect liability period as specified in the Contract.
(+) This date will be the date of issue of Defects Liability Certificate.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.
In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.
3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

SCOPE OF WORK

Comprehensive Maintenance Contract for all kinds of Routine, Preventive & Corrective (Break down) Maintenance of different capacity of M/s Novateur Electrical & Digital Systems Pvt Limited at Neer Shakti Sadan, NHPC Office Complex, NHPC Limited, Sector-33, Faridabad, inclusive services, repair, replacement of parts, all materials, consumable, spares, labour, testing instrument, Transportation of Materials & Parts, etc. as required.

Broadly following activities shall be covered by M/s Novateur Electrical & Digital Systems Pvt Limited during Comprehensive Maintenance Contract of above UPS during the contract period.

- 1 Regular maintenance & servicing of all UPS at least once in a month, to ensure UPS are in efficient, reliable & safe operating conditions.
 - M/s Novateur Electrical & Digital Systems Pvt shall perform the maintenance services as agreed to in the contract. In performing the said services, M/s Novateur Electrical & Digital Systems Pvt shall take all reasonable steps to maintain equipment in proper operating condition. M/s Novateur Electrical & Digital Systems Pvt shall use trained and properly supervised personnel to perform the maintenance services. The maintenance services shall be conducted during its normal working hours. M/s Novateur Electrical & Digital Systems Pvt will supply all material (made as per standards of OEM) necessary for this purpose.
 - All materials required for repair/ replacement, such as items like IGBT's, Transformers, Chokes, PCB Circuits etc., shall be of original manufacturers make and be supplied by the contractor as and when required, against an entry in complaint register.
 - M/s Novateur Electrical & Digital Systems Pvt shall take all necessary steps to maintain the equipment (under the contract) in proper operating condition. M/s Novateur Electrical & Digital Systems Pvt shall use trained and appropriately supervised personal to perform the Maintenance Services.
 - Upon notification by the NHPC limited of a breakdown or failure in the UPS, M/s Novateur Electrical & Digital Systems Pvt shall send as soon as may reasonable be possible a technician to carry out necessary repairs in order to restore the UPS to satisfactory working condition.
 - M/s Novateur Electrical & Digital Systems Pvt will carry out according to its standards customary annual safety/healthiness test to examine all equipment / devices. M/s Novateur Electrical & Digital Systems Pvt will not be required to make any other tests.
 - In performing the services described, M/s Novateur Electrical & Digital Systems Pvt will replace (identical or equivalent item) or rectify at its option any component of the UPS rendered defective due to normal wear and tear and arising out of ordinary and reasonable use of the elevators expect of such items and condition s which are excluded hereunder as particular as general exclusions.
 - M/s Novateur Electrical & Digital Systems Pvt reserves the right to keep the UPS locked.
 - The equipment under contact will remain out of commissioning while the maintenance process is being carried out no one will be allowed to use the equipment during the period.
 - AMC includes Routine and preventive maintenance and also breakdown maintenance as and when required. Maintenance services shall be provided with 24-hour emergency call out service The services shall be provided on 24*7 basis. All maintenance work shall generally be carried out in office hours. However, if so required the maintenance may be carried out in odd hours and on holidays but with prior permission.

- M/s Novateur Electrical & Digital Systems Pvt shall send at regular intervals and as frequently as the NHPC thinks necessary having regard to the age, nature and condition of the UPS's (but not less than 12 times per annum), a technician to systematically inspect, adjust the parts of the UPS's to the extent necessary to maintain in satisfactory working order. M/s Novateur Electrical & Digital Systems Pvt will supply all material necessary for this purpose.
 - During the preventive maintenance check, ups and battery will be cleaned and all the parameters will be checked.
 - During Breakdown, cost of all spares that are replaced in the UPS systems will be covered under this Comprehensive Annual Maintenance Scheme
2. The following described equipment's; components/parts will be repaired / replaced as per the condition & will be replaced completely if giving troubles after repairs to give a trouble free operation.

In case the successful bidder is unable to repair an UPS system on spot, or the UPS system needs to be transferred to a service center for repairs, the bidder must provide a suitable alternative UPS system to replace the defective unit, while the repair work is being performed. This is to ensure no interruption in services at NHPC Limited.

Examine periodically all devices & make all customary tests in the presence our authorized personnel & the test report of the same shall be submitted. M/s Novateur Electrical & Digital Systems Pvt will conduct an annual no load /full load healthiness safety test on the equipment & will submit test report of the same.

- The entire spare parts Numeric/Legrand & Non- Numeric/Legrand shall be arranged by the M/s Novateur Electrical & Digital Systems Pvt at their own & nothing shall be paid extra on this account. All the parts should be readily available for facilitating the necessary replacements. The defective operation due to lack of spare parts in your stores will be not be accepted. The spare parts replaced will be new/ junk port/ old replaced parts will be the property of M/s Novateur Electrical & Digital Systems Pvt.
- M/s Novateur Electrical & Digital Systems Pvt will maintain current & updated engineering wiring diagram which shall be displayed in the UPS room which will be referred/ used by examiners exclusively or M/s Novateur Electrical & Digital Systems Pvt representatives.
- As & when the parts are replaced, the same shall be intimated by M/s Novateur Electrical & Digital Systems Pvt to NHPC Limited.
- All maintenance work shall be generally carried out in office hours as per arrangements of the firm. However, if so as required by the firm, the maintenance may be carried out at odd office-hours and on holidays for which permission shall be taken by the firm in advance. Nothing shall be paid extra for the carrying out the maintenance in non-office hours or holidays.
- Besides normal periodical visits for maintenance, the firm shall attend to the UPS / UPS faults/ breakdown as & when called at any time or any day. The technician of the firm must be available within an hour from the time of complaint. The frequency of these emergency visits will depend upon the condition of the machine. Nothing shall be paid extra for these emergency visits.
- M/s Novateur Electrical & Digital Systems Pvt shall provide Quarterly reports on the condition of the UPS in an agreed format. Records of each routine visits and call out visits, together with details of the work done or action done or action taken, shall be entered on a log book which shall be provided by the M/s Novateur Electrical & Digital Systems Pvt and retained in the location as decided by the Employer's Representative.

3. All parts and components fitted by M/s Novateur Electrical & Digital Systems Pvt will be original parts or components. If original parts or components are not available, the parts or components fitted will be of equal quality and functionality. M/s Novateur Electrical & Digital Systems Pvt liability to the NHPC for any defects in design, materials or workmanship relating to parts and components shall be limited to the replacement of spare parts or components as defined.
4. Following shall be the maintenance schedule;
 - a. Preventive Maintenance visits shall be done every month as per schedule during the entire contract period.
 - b. All Break Down calls shall be attended as and when required. Minor Breakdown repairs shall be done immediately after reaching at site.
 - c. Major breakdown repairs shall be done within 48 hours. Nothing extra shall be paid for such unscheduled visits. Besides this effort shall be made to attend the complaint within 8 working hours.
 - d. The defective parts replaced will either be new or equivalent. In case of replacement, the defective parts shall be your property.
 - e. Diagnose the fault and rectify the defects detected in reasonable time. Repair /replace the faulty parts etc of the equipment's.
 - f. Upkeep the system, recording, required reading and maintenance of log Book of works carried out.
 - g. Maintain sufficient spares and replacement of spares within the stipulated time limit.
5. M/s Novateur Electrical & Digital Systems Pvt will ensure UPS working / uptime of 97% on yearly basis.
6. MAINTENANCE OF CALLS RECORD (LOG BOOK):

M/s Novateur Electrical & Digital Systems Pvt engineer should have call logging software to keep track of each machine failure, which shall have the following parameters.

 1. Nature of failure / Preventive Maintenance
 2. Date and time of booking of the complaint
 3. Date and time of the machine becoming operational
 4. Date and time of closing of the complaint
 - 5 Downtime.

The history will be recorded jointly by the resident engineer of Vendor and representatives of NIC.

7. At the end of contract period, the complete UPS System / Unit shall be handed over to the NHPC Limited in the working condition.
8. ROUTINE AND PREVENTIVE MAINTENANCE

Program of routine and preventive maintenance during the tenure of annual maintenance contract shall comply with minimum requirements as below.

- a) Quarterly / Every three months
 - Cleaning up of Unit, Visual Inspection to check any deformation.
 - Checking and Adjustment (If needed) of Power parameters like input. Output, DC voltage & Current.

- Checking and Adjustment (If needed) of Control parameters on different PCBs.
- Tightness of all connection, if shut down possible.
- Functional Checking up of each section.
- With customer approval, perform operational test of the system including unit transfer and battery discharge.
- Install or perform Engineering Field Change Notices (FCN) as necessary, Spares if needed will be charged extra.

9. BREAK DOWN MAINTENANCE

M/s Novateur Electrical & Digital Systems Pvt shall also undertake to provide a comprehensive breakdown service whereby qualified technicians shall attend to each breakdown as soon as practicable after a breakdown is reported and carry out immediate remedial work at a reasonable speed according to the nature of the breakdown. Any faulty equipment or components shall be quickly replaced. In circumstance such that the M/s Novateur Electrical & Digital Systems Pvt fails to attend the breakdown within four normal working hours after notification of the breakdown and where remedial work is interrupted during normal working hours for purposes other than obtaining replacement parts, the employer reserves the right to order such action as may be necessary to expedite completion of remedial work which shall be at the M/s Novateur Electrical & Digital Systems Pvt's expense without abrogation of the Contractors responsibilities

10. GENERAL

M/s Novateur Electrical & Digital Systems Pvt shall keep sufficient spare parts during the maintenance period to ensure that replacement work for defect can be carried out immediately. A competent engineer shall be provided to investigate the fundamental cause of a fault temporary quick fix solution will not be accepted. The employer shall at his discretion, take action to recover all losses incurred rising from the failure of the contract to perform the duties either wholly or in part as detailed in this section.

11. On Completion / end of Annual Maintenance Contract period, the complete UPS System / Unit shall be handed over to the NHPC Limited in the working condition.

11.0 Performance Indicator/Uptime: Response and Resolution Time

The minimum Response and Resolution time for the attending the complaint will be as detailed below. M/s Novateur Electrical & Digital Systems Pvt shall abide by the resolution time for all incidents failing which LD will be applicable as per the clause 10 of SCC.

Equipment /Item	Response Time	Resolution time without part replacement	Resolution time with replacement
UPS	4 Hours	8 Hours	2 Working Days

Downtime

Down Time is defined as the time during which the systems and/or services running on it are not available and/or are deemed to be not available to the users in part or full due to any non-functioning repairs / problems etc. Downtime will be counted from the time problem is reported to the Vendor electronically or telephonically or by such other means till problem is solved / rectified to the satisfaction of user and LD shall be applicable beyond permissible resolution time as per the clause 10 of SCC. The admissible down time for every individual component of the system is computed as per the following rules:

Maximum Admissible Downtime:

For Equipment which are down from 9 am to 5 pm, the total down time for those equipment will be counted as one day.

M/s Novateur Electrical & Digital Systems Pvt during the contract shall be responsible to maintain the complete UPS systems/equipments/software in good working condition by maintaining minimum uptime 97%, which would be calculated for each individual system, which form part of the overall system of the building. The

uptime would be calculated on monthly basis and proportionate deductions would be made from the payment to be made to the contractor for the correspondence month for which an uptime of 97% could not be maintained. The deduction would be as follows:-

Sr No	Uptime	Deductions
1	97 – 100%	No deduction
2	85 – 97%	10% of the total value of the Monthly bill
3	70 – 85%	20% of the total value of the Monthly bill
4	Below 70%	30% of the total value of the Monthly bill
Note	(1)No complaints in regard to systems etc. should remain pending for more than 24 hrs., however these need to be attended immediately without loss of time.	
Note	(2) Non-availability of spares/any other reasons shall not be acceptable under any circumstances and will attract penalty, as applicable.	

12.0 OBSOLESCENCE

If the system spares are not serviceable due to obsolescence of the same, it would be upgraded to state-of-the-art systems / spares at mutually agreed cost to the NHPC Limited as per prevailing market rate, after taking approval. Those items which become obsolete should be eliminated from the scope of AMC from the day it is reported by the M/s Novateur Electrical & Digital Systems Pvt. Withdrawal of such system shall be communicated to M/s Novateur Electrical & Digital Systems Pvt and equivalent maintenance charges may be deducted from the original contract amount due to the NHPC Limited.

13.0 EXCLUSIONS

Refinishing, repair or replacement of following components are outside the scope of this contract:

- Missing/stolen parts in the UPS and DC / Battery backup source.
- Shifting of UPS and accessories.
- Extra accessories required for the use of the UPS.
- Repairs and replacement to DC / Battery backup.
- Electrical Wiring, Accessories & its associated problems :
- Replacement of Capacitors if the age of the same exceeds more than five years
- Replacement of magnetics, if the age of the transformer exceeds more than seven years.
- Defect arising due to site related problem such as short circuit between Phase & Neutral - Phase & Earth, Neutral open, etc could be rectified on chargeable basis only.
- Switchgears-MCBS, CBs, Contactors
- Batteries & LCDs.
- Any other equipment or accessory not forming part of the initial supply of the UPS equipment although provided as a necessary accessory by or to the customer .
- M/s Novateur Electrical & Digital Systems Pvt Limited would not in any way be liable to replace or repair free of charge, under this contract any damage caused to all or part of the UPS as a consequence of a faulty electrical system, fire, water seepage flooding etc. In such an event all repairs and replacements as may be necessitated would be carried out at the cost and expense of the customer. It is recommended that the customer should take adequate protection from Insurance or similar companies to safe guard the equipment for damages that would occur due to such causes. In such an event the cost of repair or replacement should be reimbursed to M/s Novateur Electrical & Digital Systems Pvt Limited without any conditions or limitations.
- Where materials, component parts or assemblies are no longer available due to obsolescence or if they have been permanently taken out of production by the original supplier, then the supply and use of alternative replacement materials, component parts or assemblies (as the case may be) will be at the cost of the NHPC Limited subject to submission of Certificate of non-production by the Original Supplier. In the event M/s Novateur Electrical & Digital Systems Pvt Limited consider themselves unable to supply any materials or parts for the purpose of this Agreement, then this agreement shall

forthwith terminate without prejudice to M/s Novateur Electrical & Digital Systems Pvt Limited

Any other equipment or accessory not forming part of the initial supply of the elevator equipment although provided as a necessary accessory by or to the customer

Where materials, component parts or assemblies are no longer available due to obsolescence or if they have been permanently taken out of production by the original supplier, then the supply and use of alternative replacement materials, component parts or assemblies (as the case may be) will be at the cost of the NHPC Limited subject to submission of Certificate of non-production by the Original Supplier

In case of any damages to the load, that are connected to the UPS systems, Novateur's liability is only to repair the UPS system subject to the terms of Novateur. It does not extend to cover Consequential loss. Novateur will not be responsible for any damages to the load connected to the UPS System under any circumstances

The AMC does not cover any repair or replacement necessitated by loss or damage due to Flood, Earthquake, Fire, misuse, Input supply Short-circuits, accident natural calamities or any Force Majeure circumstances, etc.

TECHNICAL SPECIFICATION OF UNINTERRUPTED POWER SUPPLY (UPS)

INSTALLED AT NEER SHAKTI SADAN

1. **UPS No 1**

Make	NUMERIC / LEGRAND
Rating	60KVA
Serial No.	XII 120600113 9999Z9999999
Model	KEOR-T 3/3
UPS Output	230V/400V
Frequency	50HZ
HMI Version	v3.5.0-v3.4.8
Inverter Version	v3.5.0
Rectifier Version	v3.4.8

2. **UPS No 2**

Make	NUMERIC / LEGRAND
Rating	70KVA
Serial No.	XII 120600109 1901P0217006
Model	KEOR-T 3/3
UPS Output	230V/400V
Frequency	50HZ
HMI Version	v3.5.5-v3.5.3
Inverter Version	v3.5.0
Rectifier Version	v3.4.7

3. **UPS No 3**

Make	NUMERIC / LEGRAND
Rating	70KVA
Serial No.	XII 120600110 1901P0217015
Model	KEOR-T 3/3
UPS Output	230V/400V
Frequency	50HZ
HMI Version	v3.5.5-v3.5.3
Inverter Version	v3.7.4
Rectifier Version	v3.5.0

4. **UPS No 4**

Make	NUMERIC / LEGRAND
Rating	70KVA
Serial No.	XII120600111
Model	KEOR-T 3/3
UPS Output	230V/400V
Frequency	50HZ
HMI Version	v3.5.5-v3.5.3
Inverter Version	v3.7.4
Rectifier Version	v3.5.0

SCHEDULE OF QUANTITIES & PRICES

विषय (Subject):- “एनएचपीसी लिमिटेड निगम नीर शक्ति सदन कार्यालय परिसर में स्थापित चार संख्या न्यूमेरिक निर्मित ऑनलाइन यूपीएस की व्यापक अनुरक्षण संविदा को ओईएम मैसर्स नोवाटेउर इलैक्ट्रिकल & डिजिटल सिस्टम प्राइवेट लिमिटेड से करवाने के संबंध में (Comprehensive Annual Maintenance Contract of 04 nos. Numeric Make Online UPS installed at Neer Shakti Sadan, NHPC Office Complex, Sector-33, Faridabad with OEM M/s Novateur Electrical & Digital Systems Private Limited)”.

Sr. No.	Description	Unit	Qty.	Unit Rate inclusive of all taxes (₹)	Total amount inclusive of all taxes (₹)
1	Comprehensive Annual Maintenance Contract for Numeric Make online UPS Installed at Neer Shakti Sadan (FOC-II), NHPC office Complex, Sector-33, Faridabad for the period of two years for providing routine, preventive, emergency maintenance, services, repair, replacement of parts, inclusive of material, spares, consumable, labour etc. as per scope of work Annexure A & SCC				
	For 1st Year				
i	60 KVA Online UPS, Sr. No - XII 120600113	Year	1	To be quoted online	
ii	70 KVA Online UPS, Sr. No - XII 120600109	Year	1	To be quoted online	
iii	70 KVA Online UPS, Sr. No - XII 120600110	Year	1	To be quoted online	
iv	70 KVA Online UPS, Sr. No - XII 120600111	Year	1	To be quoted online	
	For 2nd Year				
i	60 KVA Online UPS, Sr. No - XII 120600113	Year	1	To be quoted online	
ii	70 KVA Online UPS, Sr. No - XII 120600109	Year	1	To be quoted online	
iii	70 KVA Online UPS, Sr. No - XII 120600110	Year	1	To be quoted online	
iv	70 KVA Online UPS, Sr. No - XII 120600111	Year	1	To be quoted online	
	Grand Total (₹)				

Note: - 1. Please read Scope of work & terms & conditions as described in the Tender Document before quoting the rates/ prices in online price bid.

2. 1st Year shall commence on the date as mentioned in the Letter of Award/GeM Contract.

1. ONLINE SUBMISSION & FORMATS:

Techno-commercial bid:

Online bid should be submitted containing scanned copy of following documents:

- i) Declaration as per Annexure-I for No Deviation certificate.
- ii) Declaration regarding banning of business dealings(Annexure-II)
- iii) Declaration regarding Insolvency and Bankruptcy Code 2016 (Annexure-III).
- iv) Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules (Annexure-IV).
- v) Declaration as per Annexure-V for HSN/SA Codes.
- vi) Declaration regarding financial standing of bidder as per 'Buyer Added Bid Specific Terms and Conditions' (Annexure-VI).
- vii) MII order Compliance - Annexure-VII
- viii) ECS Form-Annexure-VIII

ANNEXURE-I*(to be filled and uploaded online)***DECLARATIONS****(To be submitted by bidder)**

S. No.	Declaration Type	Declaration
1.	No Deviation Declaration	This is to certify that our offer is exactly in line with your tender enquiry. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.
2.	Undertaking	We hereby undertake that we have studied and understood all the terms and conditions as mentioned in tender document [including General Terms and Conditions of GeM portal, Special Conditions of Contract (SCC) and Scope of Work (SOW), Technical Specifications, Schedule of Quantities and additional terms and conditions of GeM] and we agree to abide by the same unconditionally.
3.	Correctness of bid	We hereby declare that information furnished with Bid are correct in all respect.

Signature & Seal of Bidder

*Note: This 'Declaration' should be **on the letter head** of Bidder.*

ANNEXURE-II

(to be filled and uploaded online)

DECLARATIONS

(To be submitted by bidder)

I/We, M/s.....(Name of the bidder) hereby certify that I/We have not been banned/de-listed / blacklisted/debarred from business on the grounds mentioned in Para 6 of guidelines on Banning of Business dealings(Annex-A) to Integrity Pact.

“I/We, M/s.....(Name of the bidder) hereby certify that I/we have not been declared ineligible in accordance with para 6 of Guidelines on Banning of Business Dealings.”

(Seal & Signature of Bidder)

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

ANNEXURE-III

[To be uploaded online (scanned copy)]

(Format for declaration by the Bidder)

“Self-Declaration by the Bidder”

It is declared that “no insolvency proceeding is admitted by the Adjudicating Authority against (Name of the bidder / ~~partner of JV / Parent Holding Company / Sub-Contractor~~) under the IBC 2016”.

Further, it is declared that after submitting the bid till the time of award of work..... (name of the bidder / ~~partner of JV / Parent Holding Company / Sub-Contractor~~) shall inform NHPC regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against (Name of the bidder / ~~partner of JV / Parent Holding Company / Sub-Contractor~~) and any suppression of such fact shall render the (name of the bidder / ~~partner of JV / Parent Holding Company / Sub-Contractor~~) liable for rejection of our bid and banning of business dealing as per terms and conditions of Guidelines of banning of business dealings under Integrity Pact.

(Seal & Signature of Bidder)

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

ANNEXURE-IV

[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:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

ANNEXURE-V

[To be uploaded online (scanned copy)]

Name of Work: Comprehensive Annual Maintenance Contract of 04 nos. Numeric Make Online UPS installed at Neer Shakti Sadan, NHPC Office Complex, Sector-33, Faridabad with OEM M/s Novateur Electrical & Digital Systems Private Limited.

Bidder's Name:

Proforma for HSN/ SA Code

Sl. No.	Item Description	HSN / SA Code
1	Comprehensive Annual Maintenance Contract for Numeric Make online UPS Installed at Neer Shati Sadan (FOC-II), NHPC office Complex, Sector-33, Faridabad for the period of two years for providing routine, preventive, emergency maintenance, services, repair, replacement of parts, inclusive of material, spares, consumable, labour etc. as per scope of work Annexure A / SCC	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

*Note: To be submitted **on the letter head** of Bidder.*

ANNEXURE-VI

[To be uploaded online (scanned copy)]

(Format for declaration by the Bidder)

“Self-Declaration by the Bidder”

I/We, M/s hereby confirm that we are neither bankrupt nor under any liquidation, court receivership or similar proceedings.

(Seal & Signature of Bidder)

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

ANNEXURE-VII

[To be uploaded online (scanned copy)]

Self-Certificate for make in India compliance

(Format for declaration by the Bidder)

Name of Work: Comprehensive Annual Maintenance Contract of 04 nos. Numeric Make Online UPS installed at Neer Shakti Sadan, NHPC Office Complex, Sector-33, Faridabad with OEM M/s Novateur Electrical & Digital Systems Private Limited.

We *[name of bidder]* hereby confirm, that our bid for the subject package is in compliance with public procurement order 2017 (preference to Make in India order) with its subsequent amendments.

Date:

Seal & Signature of the Bidder

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

ANNEXURE-VIII

[to be filled and uploaded online (scanned copy)]

ECS - Form

NHPC Limited

**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)**

No. :

1. BIDDER'S NAME : _____
- a) ADDRESS : _____

- b) Phone/ Mobile No. : _____
2. PARTICULARS OF BANK ACCOUNT :
- a) BANK NAME : _____
- b) BRANCH NAME : _____
- c) ADDRESS : _____
Telephone No. : _____
- d) IFSC CODE OF THE BANK : _____
(For payment through RTGS)
- | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
- e) ACCOUNT TYPE : _____
(S.B. Account/ Current Account or/
Cash Credit with code 10/11/13)
- f) ACCOUNT NUMBER : _____
(As appearing on the Cheque Book)

I hereby declared that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect Information, I would not hold the user Company responsible.

Date :

(-----)
Signature of the Bidder

Certified that the particulars furnished above are correct as per our records.
(Bank's Stamp)

(-----)
Date: *Signature of the Authorized Official from the Bank*