

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	07-05-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	07-05-2025 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Rangit Power Station
क्रेता ईमेल/Buyer Email	aparamanik@nhpc.nic.in
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Supply, Installation, testing and commissioning of Velocity Sensor
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Velocity Sensor
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Ultrasonic pulse velocity tester, Anemometer, Occupancy sensor, Temperature controlled soldering station, Photoelectric Sensor, Force Sensor, Inductive Proximity Sensor, LVDT Sensor, Ultrasonic Sensor, Temperature & Humidity Sensor
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Velocity Sensor (Transducer) (MNIT)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	8 Lakh (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

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Past Performance/विगत प्रदर्शन	50 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज़ की आवश्यकता है।	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	32520

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).	15

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं।

एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). 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 LTD.

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

MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference /एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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

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

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

and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

Supply, Installation, Testing And Commissioning Of Velocity Sensor (1 set)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	70%
Min Cost Allocation for ICT as a % of product cost	30%
Number of days allowed for ICT after site readiness communication to seller	15 Days/दिन

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Mukesh Kumar Madhukar	737111,Rangit Power Station, Rangit Nagar South Sikkim PS Hingdam	1	75

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जोएसटी i.r.o. Items
1	Scope of Work View	Scope of Work	Supply, Installation, Testing And Commissioning Of Velocity Sensor(1)

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

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

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

3. Generic

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

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

4. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

5. Past Project Experience

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

6. 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.

7. Forms of EMD and PBG

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

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

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

8. **Forms of EMD and PBG**

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

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

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

9. **Forms of EMD and PBG**

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

NHPC limited, Rangit Power Station, Rangit Nagar, South Sikkim
Account No.
11893483534
IFSC Code
SBIN0009808
Bank Name
State Bank of India
Branch address
State Bank of India, Rangit Nagar, Hingdam, South Sikkim

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

10. **Forms of EMD and PBG**

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

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

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

11. **Forms of EMD and PBG**

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

NHPC limited, Rangit Power Station, Rangit Nagar, South Sikkim
Account No.
11893483534
IFSC Code
SBIN0009808
Bank Name
State Bank of India
Branch address
State Bank of India, Rangit Nagar, Hingdam, South Sikkim

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

12. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Terms and Conditions

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

1.0 Scope of Supply: Supply, Installation, Testing and Commissioning of Velocity Sensor at Pollak EWS Site of Rangit Power Station.

2.0 Prices and Taxes & Duties:

- 2.1** Prices shall be Firm and on **F.O.R** destination basis i.e. at “**Central Store, Sagbari, West Sikkim**”. **(This is most essential)** inclusive of charges for packing, handling, forwarding, transportation and all applicable taxes & duties, including those assessed on the Employer.

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

- 2.2** Taxes, duties and levies, as applicable twenty eight (28) days prior to deadline for submission of bids (including on transportation), shall be mentioned in Price Bid i.e. Schedule of Quantities & Prices.

- 2.3** All taxes & duties mentioned in the Price Bid as per clause 2.2 above shall be paid/ reimbursed against proper invoice as per rules and other relevant document, if any and restricted to the total amount of Taxes & Duties in Price Bid subject to clause 2.4 below. No other taxes and duties shall be payable / reimbursable by NHPC. TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by the Employer.

- 2.4** Statutory variation, in Taxes and Duties or levy of any new Tax after 28 (Twenty Eight) days prior to deadline for submission of bid will be adjusted/reimbursed against production of documentary evidence.

- 2.5** Invoice and other documents submitted by contractor for payment under interim payment certificate / final payment certificate, or any other payment under the contract shall be in accordance with the GST law. The contractor shall furnish a certificate along with interim payment certificate / final payment certificate that GST payable by him has been deposited / will be deposited to the Govt. Treasury.

- 2.6** The GSTIN along with relevant details for **Rangit Power Station**, has been indicated below for your ready reference:

Name of Project/Unit

: Rangit Power Station

Address of Principal place of business/ : Teesta-V Power Station, Singtham
Additional place of business

State : SIKKIM

State Code : 11

GSTIN : 11AAACN0149C1ZC

3.0 Transit Insurance:

Material shall be insured under Open Marine Transit Insurance **Policy No. 03 19002124P106018767 valid from 20.07.2024 to 19.07.2025** with M/s United India Insurance Company Limited (UIICL), 116/136, Bharat Bhawan, Hill Cart Road (Sevoke More), Siliguri, Darjeeling, West Bengal-734401. Photocopy of invoice and dispatch instruction should invariably be sent to the Insurance Co. through email: deeplama@uiic.co.in.

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

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

4.0 Terms of Payment:

a) 70% payment of total contract price along with taxes & duties shall be released after receipt of material at Central Store, Rangit Nagar for "Supply, Installation, Testing and Commissioning of Velocity Sensor at Pollak EWS Site of Rangit Power Station" as per technical specification and upon production of following documents:

Detail of Documents:

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

b) Balance 30% shall be released after successful Installation, Testing & Commissioning of Velocity Sensor at Pollak EWS Site of Rangit Power Station as per technical specification.

Other than normal payment through NEFT/RTGS directly from NHPC Ltd, the MSME Vendors has an option to avail the TReDS facility. NHPC has registered itself on TReDS Platform with M/s A. TREDs Limited, CIN – U74999MH2016PLC281452, Registration no: (Account no.): 1000005783, Communication address: A TReDS Ltd, Ashar IT Park, 11th Floor , Road No.: 16Z, Wagle, Industrial Estate, Thane (West) – 400604. The TReDS facilitates financing of invoices of MSMEs by the way of discounting by financiers. MSMEs can upload the invoices in the system and NHPC Ltd. can accept the invoices in the system. Upon the NHPC's acceptance, the Banks/NBFCs can discount the invoices and can release the payment directly to the MSME. In this regard; MSME vendors can refer to RBI guidelines available on website of RBI.

In case of MSE:

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

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

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

In case of non-MSE:

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

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

5.0 Delivery/ Completion Period: Total **75 days** from the date of issue of supply order. Satisfactory supply, installation, testing and commissioning **along with 15 days (It is included in total time i.e. 75 days)** real time discharge data receipt after integration shall be treated as completion of the work. Time taken for drawings approval, if any shall be excluded from above mentioned completion period of **75 days**.

6.0 Liquidated Damages: If the Supplier fails to attain completion of the s

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

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

7.0 Performance Guarantee: In case of a P.O./L.O.A., exceeding Rs. 5 (five) lakhs, Within 28 days of receipt of Supply Order, the Supplier shall furnish to the Engineer-in-Charge a Performance Guarantee in the form of Demand Draft/ Bank Guarantee from an Indian Nationalized Bank or any Scheduled Bank in India/ Irrevocable Insurance Surety Bond as per the format appended as **Annexure-A** herewith for an amount equal to **(5) Five percent** of the contract price by way of guarantee valid till three months beyond the warranty period as mentioned in the Supply Order for the due and faithful performance of the contract along with the other terms and conditions agreed to.

The Performance Guarantee shall be released after successful completion of the warranty period. The Performance Guarantee amount will not earn any interest for the whatsoever period detained by NHPC.

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

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

8.0 Warranty:

The equipment/ items shall be warranted against poor quality or workmanship of material or manufacturing defects for a minimum period of 12 months commencing upon the setting to work of item/ plant or 18 months from the date of dispatch whichever is earlier. During the Warranty period the Supplier shall repair/replace the defected items free of cost and no conveyance or any other charges shall be paid. If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the Supplier's risk and expense, but without prejudice to other rights, which the Purchaser may have against the Supplier in respect of such defects.

9.0 Inspection:

Post receipt inspection at Central Store, Rangit Power Station (Sagbari, West Sikkim) after receipt of material.

10.0 General:

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

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

11.0 Engineer-In-Charge: Gr. Sr. Manager/HOD, Dam - Civil Division, Rangit Power Station, NHPC LTD shall be Engineer-In-Charge of the aforesaid Contract.

12.0 Consignee: Gr. Sr. Manager/HOD, (Stores), Rangit Power Station, NHPC Ltd., Distt- South Sikkim, Sikkim-737111.

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

Group Sr. Manager (E) - Stores

NHPC LIMITED

RANGIT POWER STATION

DIST- SOUTH SIKKIM

SIKKIM, PIN- 737111

E-mail- store-rangit@nhpc.nic.in

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

14.0 Court of Competent Jurisdiction

Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the court of competent jurisdiction under the local Competent Court of this Power Station area at **Namchi, S. Sikkim.**

SPECIFICATIONS OF VELOCITY SENSOR

1. Radar Type, Non-Contact Measurement, low power consumption, small beam angle.
2. RS 485 Modbus/ 4-20mA Communication

3. Convenient Installation
4. Flow Velocity & Radar Water level Supply Voltage : 12 VDC/24VDC
5. Static Current : ≤1mA(@12V)
6. Operating Current : ≤ 100 mA (@12 V)
7. Flow velocity measurement range : 0.1~15m/s
8. Flow velocity accuracy : 1% or better
9. Flow velocity resolution : 1 mm/s
10. Flow velocity radar transmission frequency : 24GHz or better
11. Flow velocity radar beam angle : 12°(Azimuth) and X 24° Elevation (depending upon site conditions)
12. Water surface distance : 0.5~35m
13. Operating temperature : (-)140-60°C
14. Storage temperature : (-)40-60°C
15. Working humidity : ≤ 0-100%
16. Application occasion : static water or moving water are available

13. Buyer Added Bid Specific ATC

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

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.

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 also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---