



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/6103655  
Dated/दिनांक : 19-04-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-05-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	10-05-2025 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
क्रैता ईमेल/Buyer Email	aparamanik@nhpc.nic.in
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	3-POLE SF6 GAS INSULATED CIRCUIT BREAKER, COMPLETE WITH OPERATING MECHANISM AND TERMINAL CONNECTOR
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	3-POLE SF6 GAS INSULATED CIRCUIT BREAKER, COMPLETE WITH OPERATING MECHANISM AND TERMINAL CONNECTOR
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"><li>• SF6 Circuit Breaker, 145 kV</li></ul>
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	10 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
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Past Performance,Bidder Turnover,Certificate (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

<b>Bid Details/बिड विवरण</b>	
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Past Performance/विगत प्रदर्शन</b>	50 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	5 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।</b>	Yes
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	38987

#### **ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 Limited  
 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.

**3-POLE SF6 GAS INSULATED CIRCUIT BREAKER, COMPLETE WITH OPERATING MECHANISM AND TERMINAL CONNECTOR ( 2 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	<a href="#">Download</a>
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#### 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	2	210

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

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Technical Specifications <a href="#">View</a>	Technical Specifications	3-POLE SF6 GAS INSULATED CIRCUIT BREAKER, COMPLETE WITH OPERATING MECHANISM AND TERMINAL CONNECTOR(2)

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. Buyer Added Bid Specific ATC

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

**3. Generic**

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

**4. Generic**

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

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

**5. Forms of EMD and PBG**

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

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

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

**6. Forms of EMD and PBG**

Bidders can also submit the EMD with 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.

**7. 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.

**8. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**GENERAL CONDITIONS OF CONTRACT (GCC)**

## **1. Definitions**

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Price” means the price payable to the Supplier as specified in the Supply Order/ Letter of Award.
- (c) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (d) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (e) “Purchaser” means NHPC Limited, NHPC office Complex, Sector 33, Faridabad, Haryana-121003 and includes its legal successors or assigns.
- (f) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (g) “Supplier” means successful bidder, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (h) “Independent External Monitor(s) (IEMs)” means the External Monitor(s) appointed by the Purchaser to oversee the implementation of Integrity Pact.
- (i) “Integrity Pact” means the Pact signed between the Purchaser and Supplier committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract.
- (j) “Time for Completion” means the time within which the Goods shall be supplied and Related Services performed by the supplier in all respect.

## **2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. Format of Contract Agreement is attached as Annexure-A.

### **3. Fraud and Corruption**

3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract.

(a) For the purposes of this Sub-Clause:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

#### **4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

4.3 Non waiver

(a) Subject to GCC Sub-Clause 4.3(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

#### **5. Language**

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be in English.

## 6. Notices

Any notice given by one party to the other pursuant to the Contract shall be in writing to the following address:-

**Purchaser:**

**Group Sr. Manager (E), Procurement Division,**

**Rangit Power Station,**

**NHPC Ltd., Rangit Nagar,**

**South Sikkim (Sikkim), Pin-737111**

**E-Mail: [pnc-rangit@nhpc.nic.in](mailto:pnc-rangit@nhpc.nic.in)**

**Supplier:**

**M/s Siemens Energy India Limited**

**E-76, MIDC, Waluj,**

**Aurangabad - 431 136**

**Maharashtra, India**

**GST No. 27ABMCS6972R1Z2**

**Tel.: +91 33 24449545**

**E Mail Address: [soumyadipta.chatterjee@siemens.com](mailto:soumyadipta.chatterjee@siemens.com)**

## 7. Governing Law

The Contract shall be governed as per the laws of India.

## 8. Settlement of Dispute

1.1 The Purchaser and the Supplier shall make every effort to resolve amicably by mutual consultation any disagreement or dispute arising between them under the Contract.

1.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given within one month.

### IN CASE OF OEMS OTHER THAN PSUs

Any dispute or difference whatsoever arising between the parties and of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this Contract or the validity or the breach thereof, shall be settled by arbitration in accordance with "----- (Name of institution for Arbitration)-----".

The cost and expenses of Arbitration proceedings will be borne by each party as per terms of the named Institution. The seat for arbitration shall be New Delhi. However, the expenses

es incurred by each party in connection with the preparation , presentation etc. of its proceedings shall be borne by each party itself.

Performance under the Contract shall continue during the arbitration proceedings and payments due to the Supplier by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

The Arbitral Tribunal shall give a written reasoned Award and the final award by a majority of Arbitrators rendered in writing shall be binding upon the parties.

#### **IN CASE OF PSUs/BHEL**

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**~~In case of Contract with another Public Sector Undertaking/Govt. Department/Organization (Central or State), following Arbitration clause shall be applicable:~~**

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~~Any dispute in respect of which the Engineer In Charge's decision (if any) has not become final and binding shall be finally settled in terms of Office Memorandum No. 4 (1)/2011-DPE (PMA)-GL dated 12.06.2013 of the DPE or as amended from time to time. Unless otherwise agreed by both Parties.~~

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~~In the event of any dispute or difference whatsoever arising between the parties and of or relating to the construction , interpretation, application, meaning, scope, operation or effect of the provisions of the Contract or the validity of the breach thereof, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.~~

## 9. Delivery and Documents

1.1 Subject to Sub-Clause 26.1, the Delivery of the Goods and Completion of the Related Services and the details of shipping and other documents to be furnished by the Supplier shall be in accordance with the Delivery and Completion Schedule specified as hereunder:-

Time for completion: The material shall be delivered at site **within 7 months (210 days) from** the date of issue of Letter of Award.

Details of Shipping and other Documents to be furnished by the Supplier are

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

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

1.2 No Goods shall be dispatched until dispatch instructions have been given to the Supplier by the Engineer-in-charge or his duly authorized representative.

1.3 The Supplier shall deliver the Goods in accordance with the terms of the Contract at the time/times at the place/places and in the manner specified in the Contract. The Supplier shall comply with the instructions that may be given by the Purchaser from time to time regarding the safe transit of the Goods.

1.4 Notification of delivery or dispatch in regard to each and every consignment shall be made to the Purchaser immediately after dispatch or delivery. The Supplier shall further supply to the consignee, in triplicate, a priced invoice and packing list of all stores delivered or dispatched by him.

1.5 In case of any damage or loss occurred in transit up to destination, it shall be the liability of the Supplier to initiate or pursue the claim with Insurance Company. He should also take immediate steps to repair the damaged apparatus or replacement thereto. Any extension of time limit required in such contingency will be considered by the Purchaser on merits.

## 10. Contract Price

Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid. Prices shall be firm delivery of Goods.

**11. Terms of Payment**

For the Goods supplied and the Related Services performed under the Contract the Supplier shall be paid as under:

- 10% (ten percent) payment of the cost of Goods shall be made by NHPC as interest free advance at the request of Contractor.
- Balance up to 100% payment along with full taxes and duties at actual as applicable at the time of dispatch is to be paid against direct dispatch documents with provision for part payment for part dispatches.
- Bank commission charges shall be borne by respective Parties.

*All the payments for the supplies and / or services [as applicable] rendered by Supplier / Contractor under the Contract shall be released within forty five 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 %.*

**12. Taxes and Duties**

Modified and incorporated in SCC clause no. 2 i.e. Prices and taxes & Duties.

**13. Performance Security**

NOT APPLICABLE

**14. Copyright**

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**15. Confidential Information**

- 15.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 15.
- 15.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 15.3 The obligation of a party under GCC Sub-Clauses 15.1 and 15.2 above, however, shall not apply to information that:
- (a) Now or hereafter enters the public domain through no fault of that party;
  - (b) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party ; or
  - (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 15.4 The above provisions of GCC Clause 15 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 15.5 The provisions of GCC Clause 15 shall survive completion or termination, for whatever reason, of the Contract.

**16. Specifications and Standards**

16.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the Technical Specifications.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Technical Specifications. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 26.

2 16.2 All Goods as may be required to be supplied and/or used by the Supplier in terms of the Contract shall be of the best quality and workmanship, capable of satisfactory operation under the operating and atmospheric conditions as may be specified in the Contract. Unless otherwise specified they shall conform in all respects to the requirements of the latest edition of the relevant Indian Standard specifications on that behalf.

## 17. Packing and Documents

- 17.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 17.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.
- 1.3 The Supplier shall be responsible for securely protecting and packing the Goods as may be required to be supplied by the Supplier in terms of the contract, as per prescribed standards in force to withstand the journey and ensuring the safety the Goods and also arrival of the same at destination in original condition and Goods for contemplated use so as to avoid damage under normal conditions of transport and to comply with such other conditions as specified in the Contract.
- 2.1 Each bundle or package shall have the following marking on it:-
- a) The name and address of the consignee.
  - b) Destination.
  - c) The relevant marks, reference numbers etc. for easy identification.
- 2.1 Each package shall also be accompanied with detailed packing lists to facilitate checking up of the contents at the destination.

## 18. Insurance

Transit Insurance shall be arranged by the employer.

## 19. Transportation

The Supplier will arrange transportation upto the destination at site through their own approved transporter. ~~Transportation charges including transit insurance and GST enroute up to Rangit Power Station shall be reimbursed by NHPC at actuals against documentary proof, subject to maximum limit of quoted price.~~

## 20. Inspections and Tests

- 20.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods as are specified in the Technical Specifications.
- 20.2 The Purchaser or its designated representative shall be e

entitled to attend the tests and/or inspections, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

20.3 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser.

20.4 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

20.5 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the Technical Specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 20.3.

20.6 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report shall release the Supplier from any warranties or other obligations under the Contract.

**20.7 ~~IN CASE OF BHEL~~**

~~———— BHEL shall follow their own standard quality procedures and technical delivery conditions wherever available during manufacturing, inspection and testing of the products. The material shall be dispatched based on BHEL inspection. However, for critical items, Purchaser may witness the final inspection before dispatch.~~

**OR**

**FOR OEMs OTHER THAN BHEL**

**Quality Assurance Plan (QAP) & Inspection:**

~~i) All the correspondences related to quality assurance, inspection & testing shall be made to:~~

~~Executive Director~~

~~Quality Assurance & Inspection Division~~

~~NHPC Ltd., Sector-33~~

~~Faridabad (Haryana)-121003~~

~~-~~

~~ii) **Quality Assurance and Testing Plan:**~~

~~-~~

~~Detailed QAP shall be submitted within 15 days after award of Contract for the purchaser approval.~~

iii) **Pre-dispatch Inspection & Dispatch Clearance:**

~~The Equipment/Material shall be inspected by an authorized representative of Engineer In charge, Rangit Power Station at supplier's premises before dispatch as per QAP (Quality Assurance Plan) of manufacturing, approved by NHPC QA&I Division. The Materials/ equipments/items shall be only be dispatched after issue of material dispatch clearance certificate (MDCC).~~

**21. Liquidated Damages**

Except as provided under GCC Clause 25, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as Liquidated Damages, a sum equivalent to the 0.5% of the price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the 5% of price of the delayed Goods.

**22. Warranty/ Defects Liability Period**

22.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

22.2 Subject to GCC Sub-Clause 16.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

22.3 The warranty period for all the Goods shall be 18 months from the date of supply or 12 months from the date of commissioning or standard warranty of the product offered by the Supplier if higher.

22.4 The Purchaser shall issue notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

22.5 Upon receipt of such notice, the Supplier shall, within the 30 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

22.6 If having been notified, the Supplier fails to remedy the defect within the period specified above, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**23. Patent Indemnity**

23.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 23.2, indemnify and hold harmless th

the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

3 Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

23.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 23.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

23.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

23.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

23.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

- 24. Limitation of Liability**
- 24.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and
  - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Goods, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
- 25. Force Majeure**
- 25.1 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26. Change Orders and Contract Amendments**
- 26.1 The Purchaser may at any time order the Supplier through notice in accordance with GCC Clause 6, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
- 26.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended.

## **27. Extensions of Time**

27.1 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 9, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause.

As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by a amendment of the Contract.

27.2 Except in case of Force Majeure, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 21, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 27.1.

## **28. Responsibility of Supplier**

28.1 The Contractor shall guarantee and be entirely responsible for the execution of Contract in accordance with the specification, schedules and appendices. He shall further guarantee and be responsible for the quality and workmanship of all materials and completed works, correct delivery of materials within the guaranteed completion and warranty period.

## **29. Consignee**

29.1 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](mailto:store-rangit@nhpc.nic.in)**

## **30. Paying Authority**

30.1 Sr. Manager (Finance)/HOD (Finance wing), Rangit Power Station, NHPC Ltd., Distt- South Sikkim, Sikkim-737111.

# **1 TECHNICAL SPECIFICATION OF 145 KV SF6 CIRCUIT BREAKER.**

## **1.1 Scope of Work**

Scope of work under this contract covers the provision of design, manufacture, quality assurance, quality control, shop assembly, shop testing, and delivery at site, complete with all accessories for making the equipment complete and for warranting a trouble free safe operation.

### **1.1.1 Detailed Scope of Supply**

Two (02) sets of 145 KV SF6 Circuit Breaker (Make: Siemens, Model: 3AP1FG) each consisting of:

- i) Complete breaker assembly including 03 poles, 01 CB mechanism
- ii) Supporting Structure.
- iii) Terminal Connectors (01 set = 06 Nos) for Zebra conductor.

### **1.2 Design and Construction**

The Circuit Breaker shall be used in neutral solidly grounded system and shall have short circuit breaking capability of 40 KA for 3 sec. The operating duty cycle of circuit shall be O-0.3s-CO-3min-CO. The temperature compensated SF6 gas density monitor with gas pressure gauge shall be provided at a convenient place. Also operation counter shall be provided.

The porcelain insulator shall be homogenous & free from cavities. These shall be designed to have ample of insulation, mechanical strength and rigidity for satisfactory operation. The specific minimum creepage distance of insulator shall be 25 mm/KV.

The 145 kV circuit breaker mechanism shall be of the steel enclosed type vermin proof, dust proof and shall comply with the requirements of latest edition of IEC/IS.

All instruments, control switches, indicating devices, contactor, MCB etc. should be mounted on the front side of the panel. The design and arrangement of equipment shall be such that an adequate space and access are provided for inspection and maintenance of wiring, terminals, switches, cable end boxes etc.

Each circuit breaker unit shall be equipped with a Local / Remote selection switch, local start-stop push button and an indicator showing the position of the breaker. AC & DC supply Auxiliary contactors with an alarm contact for remote indication of supply fail condition shall be provided.

Gland plate of suitable size shall be provided at the bottom of the panel. The cable glands shall be of brass and shall be of sizes suitable for cables. Cable lugs of suitable size shall also be provided in the panel.

The cold rolled sheet of the panel shall not be less than recommended IEC/IS standard thickness. Circuit breaker shall be according to IEC/IS and shall be complete with the proper interlocking. Circuit breaker should be able to open or close in service position with door open.

The circuit breaker cubicle shall be provided with space heater and door operated illumination lamp.

### **1.3 Standards**

The system and equipment shall be designed, built and tested to the latest revisions of the following applicable standards. In the event of other standards being applicable they will be compared for specific requirement and specifically approved during detailed engineering for the purpose:

Standards	Description
IEC 62271-100:2021	High -voltage switchgear and control gear - Part 100: Alternating -current circuit -br eakers
IEC62271 1:2017+AMD1:2021	High-voltage switchgear and control gear - Part 1: Common specifications for altern ating current switchgear and control gear

#### 1.4 Environment Condition:

The environmental conditions at Power House site under which equipment is required to operate satisfactorily are as follows:

Ambient air temperature: (+) 5 °C to (+) 40 °C

Maximum Relative Humidity: 90%

#### 1.5 Rating and Functional Characteristics of 145 KV SF6 Breaker

S.N	Description	Unit	Specification
<b>General</b>			
1	Make		Siemens
2	Model		3AP1FG
3	Altitude of installation above sea level	Meter	<1000 MSL
4	Pollution (Specific Creepage Distance)	25mm/KV	3625
5	Whether 3 pole or 3 single pole operated CB		3 pole
6	Type of CB		Outdoor Live Tank, SF6 Gas Insulated
7	Operating type		Gang Operating
8	No. Of Break Per Pole		1
<b>Electrical Parameters</b>			
1	Rated Voltage	KV	145
2	Rated Normal Current	A	3150
3	Rated frequency	Hz	50
4	Rated short circuit breaking capacity for 3 sec	KA RMS	40

5	Short Circuit making capacity	KA peak	100
6	First pole to clear factor		1.5
7	Rated Power Frequency with st and capability	KV Rms	275
8	Rated lightning Impulse withsta nd voltage capability	KV peak	650
9	Rated operating sequence		<b>O</b> -0.3sec- <b>CO</b> -3m in- <b>CO</b>
10	Standard DC time constant	ms	45
11	Rated Line charging Breaking C urrent	A	50
12	Class as per IEC 62271-100	Mechanical Endurance Clas s :- M2 Capacitive Load Switching C lass :-C2	
13	Opening time at rated control v oltag e 220V DC	ms	28 +/- 8
14	Closing time at rated control voltage 220V DC	ms	<80
15	Rated break time	Ms	<60
16	Interrupter units per pole		one
17	Arc-quenching arrangement		Self - Compressi on
18	No of Aux contact		20NO+19NC
19	Rating of Aux contact -		10A
20	Max. permissible temperature ri se of Main contact		within the limit o f IEC 62271-1, T able 14
<b>SF6 Gas</b>			
1	SF6-loss-rate/year	%	<0.5%

2	Nominal/ Operating /Rated pressure at 20 °C	bar	6 bar (g)
3	Alarm loss of SF6 (at 20 °C)	bar	5.2 bar (g)
4	General lock-out (at 20 °C)	bar	5.0 bar (g)
<b>Porcelain insulators</b>			
1	Type		Hollow porcelain
2	Specific Creepage distance across support insulator		3625 mm 25mm/kV
<b>Operating mechanism</b>			
1	Closing		Spring
2	Opening		Spring
3	Type Of Operating mechanism		FA2
<b>Control Cabinets</b>			
1	Material of Enclosure		CR Sheet steel
2	Thickness of sheet steel		2mm
3	Internal/External Shed		RAL 7032
4	painting for control cubical		Epoxy/polyester Paint
5	degree of protection		IP55

## 1.6 Shop Tests

All the equipment covered under this section shall comply with the requirements of type tests & routine test prescribed in the relevant IEC/IS Standards. It shall be certified by the contractor that type test in accordance with the relevant standards have been successfully carried out for all type of equipment being supplied by him.

## 1.7 Quality Assurance and Testing

The contractor has to supply the equipment of best quality. A Model Quality Assurance Plan (QAP) is enclosed. The contractor shall prepare and submit field quality assurance plan in conformity with technical specifications /applicable standards or equivalent IEC/IEEE standard including list of all tests to be carried out at Ex-shop/Field test for review and approval of the Employer within 30 days from the issue of Letter of Award.

## **Special Conditions of Contract (SCC) - Part A**

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**1.0 Scope of Supply: “Purchase of 145 KV SF6 Circuit Breakers (Siemens make) for 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 (Section-III).

**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/~~documentary evidence~~ and other relevant document, if any and restricted to the total amount of Taxes & Duties in Price Bid subject to clause 2.4 below. No other taxes and duties shall be payable / reimbursable by NHPC. TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by the Employer.

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

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

**2.6** The GSTIN along with relevant details for „*[Name of Project / Unit]*”, has been indicated below for your ready reference.

Name of Project/Unit : Rangit Power Station  
Address of Principal place of business/ : 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](mailto: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](mailto:store-rangit@nhpc.nic.in).

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

**4.0 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.

### **5.0 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**.

**6.0 Engineer-in-Charge:-** Group Senior Manager (M) / HOD of Power house electrical maintenance department.

**7.0 In Case of any discrepancy between GCC & SCC the Clause in SCC will**

### **SPECIAL CONDITIONS OF CONTRACT- Part B**

These Special Conditions of Contract shall be read and construed along with the General Conditions of Contract and in case of any conflict or inconsistency between the "Special Conditions of Contract" and "General Conditions of Contract"; provisions of these Special Conditions contained herein shall prevail.

- 1. Transportation & Packing:** Transportation of material from firm's premises/works to Central Store, Rangit Power Station, Sagbari, Sikkim shall be arranged by the supplier/firm. The contractor

shall be responsible for all the packing for transportation at site. All the equipment, material etc. shall be packed to transport the items safely in hilly terrain and climatic condition.

- 2. Delivery period & Activity Schedule:** Time is the essence of the contract. The total Delivery Period for submission & approval of drawings, design, manufacture, Supply and Installation, Testing & commissioning of material at Rangit Power Station shall be as follows

1	The contractor shall submit the drawings for approval of owner within One month from date of issue of LOA.
3	Overall Delivery period shall be 07 months (210 days) from the date of issue of LOA.

Any time taken for approval of drawing, GTP and QAP by NHPC shall be excluded from Delivery period.

- 3. Pre-dispatch Inspection & Dispatch Clearance:** Inspection shall be carried out by Engineer-in-charge or his Authorized representative at the works/premises of the OEM/bidder OR at any NABL Accredited testing laboratory (if required) before dispatch of material as per approved QAP. At least 15 days' advance/prior intimation to be given by Supplier to Engineer-In-Charge for deputing its representative to carry out inspection. Necessary assistance for conducting the inspections shall be provided by the Supplier free of cost and detailed test reports shall be submitted to NHPC.

The Materials/ equipment's/ items shall only be dispatched after issue of material dispatch clearance certificate (MDCC).

## 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 online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

## 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 कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**