

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687757502182

अनुबंध तिथि | Generated Date : 14-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4210109](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central PSU मंत्रालय   Ministry : Ministry of Power विभाग   Department : NA संगठन का नाम   Organisation Name : N/A कार्यालय क्षेत्र   Office Zone : Nhpc Ltd., Chutak Power Station	पद   Designation : DGM संपर्क नंबर   Contact No. : -9816681234- ईमेल आईडी   Email ID : buyer239.mp.la@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : Chutak Power Station, Minji, Kargil, Laddakh, KARGIL, JAMMU & KASHMIR-194103, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval : General Manager वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : General Manager	Role: PAO भुगतान का तरीका   Payment Mode: Internet Banking पद   Designation : Sr Manager Finance ईमेल आईडी   Email ID : pay2.mp.jk@gembuyer.in जीएसटीआईएन   GSTIN : N पता   Address: Chutak Power Station, Minji, Kargil, Laddakh, KARGIL, JAMMU & KASHMIR-194103, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : 69BB180000501492 कंपनी का नाम   Company Name : UTILITY POWERTEST संपर्क नंबर   Contact No. : 09725037671 ईमेल आईडी   Email ID : elect.baroda@gmail.com पता   Address : 401, Labh Complex, OPP. OLD PRAMUKHSWAMI HOSPITAL, BEHIND BHARAMHAKUMAR'S ASHRAM, NEAR ATLDARA RAILWAY CROSSING, Atladra, Vadodara, GUJARAT-390012, - एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-GJ-24-0003106 एमएसएमई सामाजिक श्रेणी   MSE Social Category : General एमएसएमई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 24ABZPJ9831C1ZC

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

वितरण निर्देश | Delivery Instructions : NA

#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : Portable DGA ब्रांड   Brand : Transport x2 /GE ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Portable DGA (Q3) मॉडल   Model: Transport X2 एचएसएन कोड   HSN Code: 90273010	1	set	3,304,000	NA	3,304,000
कुल ऑर्डर मूल्य   Total Order Value (in INR)						3,304,000

क्र.सं.   S.No	परोक्षिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By

1	संपर्क   Contact : -9891304557- जीएसटीआईएन   GSTIN : - पता   Address : Chutak Power Station, Minji, Kargil, Laddakh, KARGIL, JAMMU & KASHMIR-194103, India	Portable DGA	-	1	14-Mar-2024	12-Jul-2024
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### Product Specification for Portable DGA

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

### विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/25/41/830/CatalogAttrs/SpecificationDocument/2023/12/17/2023_12_17_22_17_45_kelman_transportx2_1-dga-broch_2023-12-17-22-17-50_53e93e84ebf3a56b8dd20ccc12d44c39.pdf
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### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/2928379/54/78/703/CatalogAttrs/SpecificationDocument/2023/11/14/reviseed_technical_specs_2023-11-14-18-02-04_0ebf6c722e4284dbaf385c261acd4174.pdf
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### शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2024-01-02 09:00:00

### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	10.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

### नियम और शर्तें | Terms and Conditions

#### 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

#### 2. Buyer Added Bid Specific Terms and Conditions-

##### 2.1 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](#)

##### 2.2 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.

##### 2.3 Generic

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

##### 2.4 Scope of Supply:

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

##### 2.5 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

- 1.0 Liquidated Damages: If the Seller/Service/installation Provider fails to deliver any or all of the Goods/Services within the original/refixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% plus applicable GST of the contract value of delayed quantity per week or part of the week of delayed period as pre estimated damages not exceeding 10% plus applicable GST of the Total Contract Value without any controversy/dispute of any sort whatsoever.
- 2.0 Class-I Local Supplier: Preference will be given for MII Class-I Local supplier for which the bidder has to submit Self certification that the items offered meets the local content requirement for Class-I Local Supplier' indicating % of local content along with details of the location(s) at which the local value addition is made.

3.0 Turnover Criteria: 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 with UDIN indicating the turnover details for the relevant period shall be uploaded with the bid.

4.0 Transportation: Prices should be inclusive of P&F and transportation charges, upto F.O.R Chutak Power Station .

5.0 Transit Insurance: Transit insurance shall be covered under NHPC Open Transit Policy No. 233894/21/2023/15 dated 02.01.2023 of M/s The Oriental Insurance Company Limited, Branch Office: Banikhet, Chamba, HP (176303), T/F No. 9418080021 , Copy of contract order issued by NHPC Limited requires to be mailed to Email ID:233894@orientalinsurance.co.in ; dilaver.hussain@orientalinsurance.co.in with copy to NHPC Ltd. Firm shall timely intimate to the above mentioned insurance company under intimation to NHPC Ltd., Chutak Power Station about the movement/ dispatch of material so as to cover it under NHPC open transit insurance policy".

6.0 Evaluation of Bid shall be on package basis i.e. overall basis

7.0 Completion Period:

- Completion period including delivery of materials, successful testing & commissioning of equipment at Chutak Power Station shall be 120 days from date of award.
- The date of actual completion of supply, installation , testing & commissioning of equipment at Chutak Power Station shall be treated as final date of completion for calculation of LD if, any.

8.0 GSTIN of Consignee - 38AAACN0149C1ZW

9.0 i) EMD may be deposited either in the form of a Crossed Bank Draft in favour of NHPC Limited, payable at Kargil/ through NEFT/RTGS to following bank account/ through Bank Guarantee from any Nationalized Bank as per format enclosed ( Form-1 ) .

Name of the beneficiary : NHPC Limited  
 Account No. : 11372796618  
 IFSC Code : SBIN0001390  
 Address of the Bank : SBI, Kargil

ii) Performance Guarantee: 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 as per the format appended as Form-2 herewith for an amount equal to (10) ten 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.

10.0 ESTIMATE: Rs. Rs.40, 65,100 /- (Including Freight, P&F plus GST)

11.0 The Bidder shall submit sealed and signed copy of this Bid Document as a token of acceptance of the terms and conditions of the Bid.

12.0 Provision of rule 144(xi) of GFRs 2017:

- Any bidder from a country which shares a land border with India (except to which the Government of India has extended line of credit or in which the Government of India is engaged in development projects as mentioned in Order Public Procurement No. 2 dt. 23.07.2020 or its subsequent revisions/amendments) will be eligible to bid only if the bidder is registered with the Competent Authority, i.e., Registration Committee constituted by DPIIT.
- The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India (except to which the Government of India has extended line of credit or in which the Government of India is engaged in development projects as mentioned in Order Public Procurement No. 2 dt.23.07.2020 or its subsequent revisions/amendments) unless such contractor is registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT.
- A bidder is permitted to procure raw material, components, sub-assemblies, etc. from the vendors of countries sharing a land border with India without getting registered with the Competent Authority, i.e., Registration Committee constituted by DPIIT, as it is not regarded as "sub-contracting".
- However, in case a bidder proposes to supply finished goods procured directly/indirectly from the vendors of the countries sharing land border with India, such vendors will be required to get registered with the Competent Authority, i.e., Registration Committee constituted by DPIIT.5 / 7
- Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC) /Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration as mandated under Rule 144(xi) of GFRs 2017.

13.0 Schedule of Quantities & Prices

Sl. No.	Item	Unit of Measurement	Quantity	Rates per unit(in Rs.)
1	Portable DGA Measuring Instrument as per Technical Specification enclosed	Nos.	1	
GST@18%(in Rs.)				

<b>Gross Total (in Rs.)</b>	

FORM-1

Bank Guarantee Format for Earnest Money

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

Date: \_\_\_\_\_

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above-named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE (name of Bank) of (address of bank) (hereinafter called "the Bank"), are bound unto NHPC Limited (a Govt. of India Enterprises) (hereinafter called "the Employer") for the sum of: (amount), for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.
  - a) fails or refuses to sign the Contract Agreement when required, or
  - b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The bank declares that this Bank Guarantee is issued by the bank utilizing the credit limit of M/s ..... (name of contractor).

This guarantee will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

---

in the capacity of

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Common Seal of the Bank with complete address including Tel./fax. Nos.

Staff Authority No. of the officer of the Bank/Signatory

*INSTRUCTIONS FOR EXECUTION OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT*

1. Bank Guarantee for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Bank, where executed. In case the same is issued by a first class International bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the Bank Guarantee for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Bank.
2. The executing officers of the Bank Guarantee for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Bank guarantee for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Bank.
4. Stamp paper shall be purchased in the name of Bank issuing the Bank Guarantee, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non-confirmation of which may lead to rejection of 'Bid Security'.
5. Irrevocable, valid and fully enforceable Bank Guarantee in favor of the employer (Name of Employer) issued by any scheduled bank approved by the Reserve bank of India which is acceptable to the Employer. The Bank Guarantee issued by a Foreign Bank shall be routed through the corresponding branch of such scheduled foreign banks in India or any scheduled Bank, acceptable to the employer.
6. Bank Guarantee for Bid security in original shall be submitted along with the Bid. However, the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.

7. The following bank particulars of SBI, CAG Branch will be used for getting SFMS (Structured Financial Messaging System) confirmation regarding issue of BG. Bidder shall provide following detail to his bank at the time of issue of Bank Guarantee.

SBI, CAG Branch  
A/c No. 10813608692  
IFSC code SBIN0017313

FORM-2

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY  
(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Bank Guarantee No.....

Date.....

To,  
[Employer's Name & Address]

Dear Sirs,

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

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

e Employer discharges this guarantee or till .....(+). ..... [days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Bank.

The Bank declares that this Bank Guarantee is issued by the bank utilizing the credit limit of M/s \_\_\_\_\_ (Name of Guarantee) and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i) Our liability under this Bank Guarantee shall not exceed

\_\_\_\_\_ (\*) \_\_\_\_\_.

ii) This Bank Guarantee shall be valid upto \_\_\_\_\_ (+) \_\_\_\_\_.

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand and on or before (@) \_\_\_\_\_

Dated this .....day of .....20\_.....at.....

WITNESS

..... (Signature).....

(Signature)

.....

(Name) (Name).....

.....

(Official Address) (Designation with Bank Stamp)/with staff Authority no. Complete Address of the Bank with Tele-Fax

Notes: 1. (\*) This sum shall be ten percent (10%) of the iii). Accepted Contract Amount denominated in the types and proportions of currencies.

(@) This date will be Ninety (90) days beyond the issue of Defects Liability Certificate as specified in the Contract.

(+) This date will be the date of issue of Defects Liability Certificate.

2. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six (6) months prior to execution / issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/ power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.

In case the same is issued by a first-class International Bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the bank Guarantee shall be got confirmed through any Indian Scheduled/Nationalized Bank.

3. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Engineer.

4. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/ fax and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

5. The following bank particulars of SBI, CAG Branch will be used for getting SFMS (Structured Financial Messaging System) confirmation regarding issue of BG. Bidder shall provide following detail to his bank at the time of issue of Bank Guarantee.

SBI, CAG Branch  
A/c No. 10813608692  
IFSC code SBIN0017313

2.6 Buyer Added Bid Specific ATC:

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

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.