

NUCLEAR POWER CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)



DIRECTORATE OF CONTRACTS & MATERIALS MANAGEMENT

Phone No. : 02525-282020 / 283189 / 283469

Fax No. :02525-244172 / 244901

CONTRACTS SECTION,
Tarapur Atomic Power Station 1-4
Tarapur Maharashtra Site
PO TAPP, VIA BOISAR,
DIST. PALGHAR – 401 504

INVITATION TO TENDER

To

Through e mode	Tender No.	CMM/ TAPS-3&4/EMU/55250
	Dated	
	Due Date	AS PER NIT

Dear Sir,

For and on behalf of Nuclear Power Corporation of India Ltd., Head (C&MM) Director of Contracts & Material Management invites bids in e-mode for the supply of Stores detailed in the Form No. CMM-22A/Rev.4. Any contract against this tender will be governed by General Conditions of Contract contained in form No. CMM-22/Rev.4 and ~~*Special Commercial Terms and Conditions annexed~~ herewith. If you are in a position to quote for the supply in accordance with the requirement stated in the attached form, please submit your bid in the e-bidding forms.

Your bid must be submitted in e-mode on NPCIL, e-Tendering Portal i.e. <https://npcil.etenders.in> on or before the due date and time mentioned above.

Yours faithfully,

Sd/-

DM (C)/M(C)

For and on behalf of Nuclear Power Corporation of India Ltd.
(The Purchaser)

*Strike off if not applicable

INSTRUCTIONS TO TENDERERS

1. The bid (E-bid) shall be submitted in E-mode at our NPCIL E-Tendering Web Site i.e. <https://npcil.etenders.in> on or before the due date and time. It is in the interest of the Tenderers to ensure that the e-Bids are submitted well in time. e-Bids shall be submitted only on our NPCIL e-Tendering Web Site i.e. <https://npcil.etenders.in> Bids in hard copy/any other form shall not be accepted in any case.
2. The system shall not allow submission of bids beyond the last date of submission & time.
3. The delivery of all items contained in the tender shall be made preferably in one lot. As such, prorata delivery shall be permitted but any price variation will not be allowed.
4.
 - (a) The bids shall remain valid for acceptance for **90 days** from the due date of tender.
 - (b) The purchaser reserves the right to release the order on overall L1 basis
5. Prices are required to be quoted according to units indicated in the annexed Tender Form. When bids are given in terms of units other than those specified in the Tender Form, relationship between the two sets of units must be furnished.
6. The prices quoted shall be on free and safe delivery basis to the place of delivery mentioned in the tender. These prices shall remain **FIRM** throughout the currency of contract. Ex-stock delivery will be preferred. If ex-stock delivery cannot be offered, earliest guaranteed delivery date by which time the stores can be supplied shall be indicated.
7. Freight and Transit Insurance Charges shall be shown separately in the bid and invoice.
8. In case, Excise Duty is payable separately as per the bid/contract, same is payable on the price of goods after exclusion of Freight and Transit Insurance charges. The tenderers are required to adhere to the provision of Excise Law to claim deduction. As such, Excise Duty on freight and transit insurance charges shall not be reimbursed.
9. Service Tax as applicable during the contractual delivery period shall be reimbursed by the purchaser at actuals against submission of a certificate from the contractor.
10. Any additional indirect taxes/duties/cess that may be levied during the contractual delivery date in case the order is placed exclusive of taxes and duties will be reimbursed by the purchaser at actuals against documentary evidence and on submission of a certificate from the contractor.
11. Any contract pursuant to this tender shall be governed by General Conditions of Contract governing supply of stores as per Form No. CMM-22/Rev.4 and *Special Commercial Terms and Conditions enclosed herewith. Accordingly, the Tenderer shall submit his bid strictly as per the Terms and Conditions contained therein. *Special Commercial Terms and Conditions shall prevail over the General Conditions of Contract Form No. CMM-22/Rev.4 to the extent of difference between them. In exceptional cases, if any deviations are proposed these must be clearly stated in the bid and incorporated as Annexure-'B' to the tender form. The right to accept or reject these deviations is absolutely reserved by the Purchaser.
12. Bids seeking deviations from the above mentioned terms and conditions of the tender are liable to be rejected.

13. The Purchaser reserves the right to accept or reject, lowest or any bid, in whole or in part, without assigning any reasons whatsoever and without any liability to the Purchaser. The Tenderer not withstanding that his bid has not been accepted in whole shall be bound to supply such item or items and such portion or portions of one or more items, as may be accepted by the Purchaser.
14. ~~Photocopy of the latest Income Tax Clearance Certificate/photocopy of the latest Income Tax returns filed with Income Tax Department duly attested by the tenderer shall be attached with the bid without fail.~~
15. Tenderer's ST/CST Registration Number should be indicated in the bid.
16. If registered with NPCIL/DGS&D/NSIC/SSI/DPS etc., registration details should be indicated in the bid.
17. **Purchase Preference for supply of goods or services as per new Public Procurement Policy for Micro & Small Enterprises (MSEs) under Micro, Small and Medium Enterprises Development Act, 2006 (Subject to meeting Qualifying Requirement, if any)**

As per the provision of MSEs Policy, the participating bidder registered under MSEs Act in a tender for supply of goods or services, quoting price within the band of L1+15% would be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case of more than one such eligible MSE, the supply will be shared proportionately. Further, out of 20% allocation, a sub-target of 4% (i.e. 20% out of 20%) will be earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs will be met from other MSEs proportionately.

In case a tendered item is non-splitable or non-divisible, MSE quoting Price within the Price – band of “L1- Price (Other than MSE) + 15%” may be awarded for full/ complete value of supplies, subject to matching of the L1 Price.

The MSEs, who are interested in availing themselves of these benefits, will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in notification No.503 dated 26.03.2012, as printed in the Gazette of India indicated below :

- (i) District Industries Centers
- (ii) Khadi and Village Industries Commission
- (iii) Khadi and Village Industries Board
- (iv) Coir Board
- (v) National Small Industries Corporation
- (vi) Directorate of Handicraft and Handloom
- (vii) Any other body specified by Ministry of MSME.

The MSEs must also indicate the terminal validity date of their registration. Failing of the above requirements, such offers will not be eligible for consideration of benefits detailed in notification No.503 dated 26.03.2012, as printed in the Gazette of India.

The contractor on whom the contract may be entered into against this tender shall furnish the Purchaser, the details of the sub-contractors meeting any part of contract execution herein and who qualify as MSE's as per the Micro, Small and Medium Enterprises Development Act, 2006 and amendments to same.

18. **Civil Liability for Nuclear Damages (CLND) Act 2010 & Rule 2011 thereof:**

Subsequent to the enactment of CLND Act 2010 and Rule 2011, the Purchaser shall have Right to Recourse against the contractor in accordance with provisions under Section 17(a) of Civil Liability for Nuclear Damage Act, 2010, as referred in GCC.

To have clarity on the terms used in the CLND Act 2010 and Rule 2011 pertaining to Right to Recourse, following definition to be considered by the bidder before submission of bids.

- i. **“Contractor”** – shall be as per applicable GCC.
- ii. **“Supplier”** shall be **as defined in CLND Rule 24-2.**
- iii. **“Product Liability Period (PLP)”** shall be **as defined in CLND Rule 24-2.**

Explanation w.r.t. GCC: In case of supply of equipment(s), PLP shall be the Defect Liability Period plus contractual Latent Defect Liability Period, where as in case of services, PLP shall be up to Defect Liability period as defined in applicable GCC.

- iv. **“Initial License”** (Refer CLND Rule 24-2): The initial license, unless otherwise specified, is valid for a period of five years from the date of its issue by AERB.

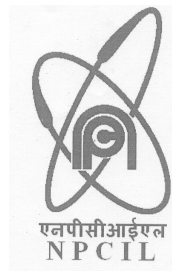
* Strike off if not applicable

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NUCLEAR POWER CORPORATION OF INDIA LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

DIRECTORATE OF CONTRACTS AND MATERIALS MANAGEMENT



**GENERAL CONDITIONS OF CONTRACT
GOVERNING SUPPLY OF STORES**

APPLICABLE TO THE CONTRACTS FOR
INDIGENOUS STORES PLACED BY
NUCLEAR POWER CORPORATION OF INDIA LIMITED

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**GENERAL CONDITIONS OF ALL CONTRACTS
PLACED BY
NUCLEAR POWER CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

**GENERAL CONDITIONS OF CONTRACT
FOR INDIGENOUS STORES**

1 PREAMBLE

- 1.1 The scope of the Contract shall be design, manufacture, supply, inspection, test, erect and commission, as the case may be, of the Stores, plants, materials, components, equipment, machineries, instruments, appliances and accessories, in accordance with the technical specifications and drawings of the Contract documents.
- 1.2 The General Conditions of Contract (Form No. CMM-22/Rev.4) shall form a part of the Contract.
- 1.3 In case of any conflict between the terms and conditions of the General Conditions of Contract (Form No. CMM-22/Rev.4) and the conditions as may be stipulated in the Contract, the latter shall prevail to the extent applicable.

2 DEFINITIONS

- 2.1 "**PURCHASER**" shall mean Nuclear Power Corporation of Limited, A Government of India Enterprise acting through Executive Director, Directorate of Contracts & Materials Management (hereinafter called NPCIL).
- 2.2 "**EXECUTIVE DIRECTOR**", Directorate of Contracts and Materials Management, shall mean Executive Director, Contracts & Materials Management of NPCIL and includes any other officer entrusted with the function of Contracts and Materials Management (CMM) by NPCIL.
- 2.3 "**INSPECTOR**" shall mean any person appointed by or on behalf of the Purchaser to inspect or carry out quality surveillance on supplies, stores or work under the Contract or any person deputed by the Inspector for the said purpose.
- 2.4 "**ENGINEER**" shall mean the person nominated by the Purchaser to carry out all engineering functions concerning the contract including interalia approval of manufacturing, drawings, post contract technical follow up, accounting of free issue materials where involved and such other technical functions.
- 2.5 "**PARTICULARS**" shall mean the following: --
- 2.5.1 Specification(s);
- 2.5.2 Drawing(s);
- 2.5.3 Sealed pattern denoting a pattern sealed and signed by the Inspector;
- 2.5.4 Proprietary make denoting the produce of any individual firm; and
- 2.5.5 Any other details governing the construction, manufacture and/or supply as provided in the Contract.

- 2.6 **"PARTIES"** to the Contract are the Contractor named in the Contract and the Purchaser.
- 2.7 **"CONTRACTOR"** shall mean firm or company with whom or with which the order for the supply of Stores is placed and shall be deemed to include the Contractor's legal successors and/or assignees (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Contract.
- 2.8 **"STORES"** shall mean and include what the Contractor agreed to supply under the Contract as specified in the Contract and shall include inter-alia goods and materials, equipment, machinery, components, instruments, appliances, accessories and plant
- 2.9 **"CONTRACT"** or **"PURCHASE ORDER"** shall mean the communication or document signed for and on behalf of the Purchaser by an Officer duly authorised confirming the acceptance for and on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication or document including all attachments and appendices thereto while accepting the Tender or Offer of the Contractor for supply of Stores and any subsequent amendments thereto made on the basis of mutual agreement.
- 2.10 **"SHIPPING RELEASE"** shall mean the document issued by the inspector or the inspection agency nominated by the Purchaser authorising the Contractor to ship the Stores on satisfactory completion of inspection.
- 2.11 **"GUARANTEE PERIOD"** or **"WARRANTY PERIOD"** shall mean the period during which the Contractor shall remain liable without any extra cost to the Purchaser for repair, replace or rectify any defective part or performance of the Stores supplied under the Contract.
- 2.12 **"BID"** shall mean and include offer and quotation.
- 2.13 **"PERFORMANCE TEST"** shall mean all operational checks and tests required to determine the performance parameters including inter-alia capacity, efficiency and operating characteristics of the Stores as specified in the Contract.
- 2.14 **"ACCEPTANCE"** shall mean and deemed to include one or more of the following as stipulated in the tender:
- a) the written acceptance of stores by the Inspector at Contractor's works to ship the materials;
 - b) acceptance of the stores at Purchaser's Site Stores after its receipt and due inspection and release of Material Receipt Voucher. Where the scope of the Contract is only supply, the acceptance should be completed within 75 (seventy five) days from the date of receipt of Stores at Purchaser's Site subject to Contractor meeting the requirements stipulated in the Contract.
 - c) Where the scope of the Contract includes supply, erection and commissioning, acceptance shall mean issue of necessary Material Receipt Voucher after commissioning and final acceptance of Equipment, Machinery and Instrument etc. which should be completed within 75 (seventy five) days from the date of commissioning of the Stores at Purchaser's Site subject to Contractor meeting the requirements stipulated in the Contract.

3 SUBLETTING OR ASSIGNMENT OF CONTRACT

- 3.1 The Contractor shall not sublet, transfer or assign the Contract or any part thereof or bills or any other benefits, accruing there from or under the contract without the prior written consent of the Purchaser. However, such consent shall not be unreasonably withheld by the Purchaser, if such stores are not normally manufactured by the Contractor. Such assignment or sub-letting shall not relieve the Contractor from any contractual obligation or responsibility under the Contract.
- 3.2 Any breach of this condition shall entitle the Purchaser to cancel the Contract or any part thereof and to purchase from other sources at the risk and cost of the Contractor in terms of clause no. 15.2 hereof and/or recover from the Contractor damages arising from such cancellation.
- 3.3 In case the Contractor sublets, transfers or assigns any part of the Contract with the prior written consent of the Purchaser, all payments to the sub-Contractor shall be the responsibility of the Contractor and any requests from such Sub-Contractor shall not be entertained by the Purchaser.

4 CONTRACT SPECIFICATIONS AND DRAWINGS

- 4.1 Quality and Workmanship
- 4.1.1 The Stores shall be brand new, of the best quality and workmanship and shall comply in all respects with Particulars of the Contract.
- 4.1.2 The Contractor shall be deemed to have carefully examined all Contract documents and obtained clarifications from the Purchaser where needed to his entire satisfaction before submitting the bid. In particular and without prejudice to the foregoing conditions and in addition thereto, when tenders are called for furnishing Particulars, the Contractor's tender to supply in accordance with such Particulars shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and no claim on his part which may arise on account of non-examination or misunderstanding of the Particulars will, in any circumstances, be considered by the Purchaser or be recoverable from him.
- 4.1.3 The Contractor shall be responsible for and shall pay for any alterations of Stores and shall indemnify the Purchaser for any consequential expenditure incurred by the Purchaser due to any discrepancies, errors or omissions in the drawings or other Particulars supplied by the Contractor whether such drawings or specifications have been approved by the Purchaser or not.
- 4.2 Any fittings or accessories which may not be specifically mentioned in the Specifications or Particulars but which are usual or necessary for proper and efficient functioning of the Stores as per the specification of the tender shall be supplied by the Contractor without extra charge to the Purchaser; the Stores supplied shall be complete in all respects.

5 ALTERATION OF SPECIFICATIONS, PATTERNS AND DRAWINGS

- 5.1 The Purchaser reserves the right to alter whenever necessary specifications, patterns and drawings. As from that date, the Stores shall be in accordance with the specifications; patterns and drawings so altered, which the Contractor is bound to comply with.

- 5.2 In the event of such alteration involving a revision in the cost, or in the delivery period the same shall be discussed and mutually agreed to taking into account the unit rates of similar items in the Contract. In case of disagreement, the decision of the Purchaser, in the cost or the delivery period, shall be final and conclusive.

6 MISTAKES IN DRAWINGS

The Contractor shall be responsible to make all necessary alterations of the Stores which are occasioned due to any discrepancies, errors or omission in the drawings or Particulars submitted by the Contractor irrespective of whether these have been approved by the Purchaser or not. If the Contractor fails to make such alterations, the Purchaser may do so at the risk and cost of Contractor.

7 CONTRACTOR'S LIABILITY FOR DEFECTIVE STORES

- 7.1 The Purchaser may accept the Stores, if it is complete in all respects or alternatively accept the same on such terms as may be considered appropriate. If the Stores after the acceptance thereof is discovered to have defects, latent or otherwise, notwithstanding that such defects could have been discovered at the time of inspection, or any defects therein are found to have developed during the Guarantee Period while under proper use or subsequently it is found that Stores failed to fulfill the requirements or Particulars of the Contract or developed defects after erection within a period of 12 (twelve) months from the date of acceptance, the Purchaser shall be entitled to give a notice to the Contractor within 14 months from the date of acceptance of stores setting forth details of such defects or failure and the Contractor shall forthwith make the defective Stores good or alter the same to make it comply with the requirements of the Contract at his own cost. Further if in the opinion of the Purchaser, defects are of such a nature that the same cannot be made good or repaired without impairing the efficiency or workability of the Stores or if in the opinion of the Purchaser, such opinion being final, the Stores cannot be repaired or altered to make it comply with the requirements of the Contract, the Contractor shall remove and replace the same with a Stores conforming in all respects to the stipulated specifications at the Contractor's own cost. If the Contractor fails to make the desired repairs/replacement within reasonable time then such repairs/ replacement at the cost of the Contractor shall be carried out by the Purchaser, with Stores of the same Particulars or when the Stores conforming to the stipulated Particulars are not in the opinion of the Purchaser readily procurable, such opinion being final, then the nearest available substitute thereof.
- 7.2 Should the Contractor fail to comply within a reasonable time of issue of notice, the Purchaser may reject at the cost of the Contractor the whole or any part of the Stores, as the case may be, which is defective or fails to fulfill the requirements of the Contract and make the desired repairs / replacement as stipulated in clause no. 7.1 above.
- 7.3 In the event of such rejection the Purchaser shall be entitled to use the Stores in a reasonable and proper manner for such time as sufficient to enable the Purchaser to obtain replacement, as hereinbefore provided.

8 WARRANTY

The Contract shall warrant that the Stores under the Contract shall be brand new, free from defects, manufactured with the latest state-of-art of manufacture and conform strictly in accordance with the technical specifications, drawings and data sheets of the Contract.

No deviation from these specifications or alteration shall be made without specific and written accord of the Purchaser. All Stores shall be guaranteed to be of the best quality of their respective kinds and shall be free from faulty design, workmanship, and be of sufficient size and capacity so as to fulfill in all respects the requirements of the Purchaser as specified in the Contract. The Stores supplied under the Contract shall be guaranteed for a period of 12 (twelve months) from the date of receipt and acceptance at Purchaser's Site as defined under 2.14.

9 CONTRACT PRICE/RATE

The agreed prices/rate, mentioned in the Contract shall remain firm during the currency of the Contract.

10 SAMPLES

10.1 Samples submitted by the Contractor for any reasons, shall be supplied without charge and freight paid without any obligation to the Purchaser as regards safe custody and safe return thereof. All samples submitted must be clearly labeled with the Contractor's name and address and tender number. If the Contractor submits the sample with his tender the same shall govern the standard of supply if it has been specifically stated in the Contract that the sample has been accepted instead of the Patent item.

10.2 Should certified samples be lent to the Contractor by the Purchaser, the Contractor would be responsible for the return of all certified samples in perfect order, with the labels intact.

11 PACKING AND MARKING

To ensure that the Stores do not suffer any loss or damages during handling and transportation by Road or Rail up to the arrival at the destination, the Contractor shall be responsible for the Stores being sufficiently and properly packed. The packing and marking of packages shall be done by and at the expense of the Contractor. Each package shall contain a Packing Note quoting Contract number and date, copy of Shipping Release and one set of copy of test certificate. Each package shall be marked with name and address of the Contractor, Contract No. and date, brief description of the Stores and name and address of the Consignee, lifting points and special handling instructions, if any.

12 CONTRACTOR'S LIABILITY / RESPONSIBILITY REGARDING DESPATCH / DELIVERY

12.1 The Contractor shall be responsible for delivery of Stores at the destination specified by the Purchaser on Door Delivery basis / F.O.R nearest Railway Station of despatch.

12.2 Unless otherwise expressly mentioned in the Contract, the Contractor shall pay and bear all freights and all costs and expenses for transporting the Stores to the place of delivery specified in the Contract and the price specified in the Contract shall be inclusive of all such packing, handling, freight, forwarding and transit insurance charges. The Contractor shall however, indicate the break up price towards freight and transit insurance charges.

12.3 In the case of Contract with Ex-works prices, the Contractor shall arrange transportation of the Stores after Purchaser's prior approval of the selected Transporter and transportation charges.

12.4 In the case of F.O.R nearest Railway Station despatch and Stores despatched on "said to contain basis" the Contractor shall be responsible for obtaining clear receipt from the Railway Authorities specifying the goods despatched. The Purchaser shall pay for only such Stores as are actually received by it in accordance with the Contract. The Stores shall be booked at full wagon rates if applicable, and by the most economical route. The failure to do so will render the Contractor liable for the whole of avoidable expenditure caused to the Purchaser.

13 INSURANCE

Unless otherwise expressly mentioned in the Contract, the Contractor shall be responsible for safe receipt of the Stores by the Consignee and for arranging transit insurance with his underwriters from warehouse to warehouse prior to despatch of the Stores under intimation to the consignee. The price specified in the Contract shall be inclusive of the insurance charges as mentioned in the Contract. In case of failure of the Contractor to take out the Insurance cover, the Contractor would be held responsible for any loss, damages, breakage, non-delivery, theft, and pilferage of the Stores in transit.

14 DELIVERY SCHEDULE

14.1 Time and date of delivery of the Stores stipulated in the Contract, shall be the essence of the Contract and delivery must be completed by the dates specified therein. Unless otherwise agreed, the Contract shall be deemed to have come into force from the date of issue of priced Letter of Intent/Purchase Order and accordingly contractual delivery period shall be reckoned from that date.

14.2 Delay in supply and Termination

14.2.1 Should the Contractor fail to deliver the Stores or any part thereof within the period prescribed for such delivery, it shall be construed as a breach of the Contract and the Purchaser shall be entitled at his option to the following: -

14.2.1.1 To purchase from elsewhere, after 30 (thirty) days notice to the Contractor, on his account and at the risk of the Contractor, the Stores, not delivered or other items of similar description when such Stores exactly complying with the Particulars are not in the opinion of the Purchaser readily procurable, such opinion being final, without canceling the Contract in respect of the consignment(s), not yet due for delivery.

14.2.1.2 To cancel the total contract or balance portion thereof, and if so desired, to purchase or authorise the purchase of Stores not so delivered or other Stores of similar description, when such Stores exactly complying with the particulars are not, in the opinion of the Purchaser, readily procurable, such opinion being final, at the risk and cost of the Contractor.

14.2.2 In the event of action being taken under clause 14.2.1.1 or 14.2.1.2 above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account provided an agreement to purchase from elsewhere, is made within 6 (six) months of the notice of failure or letter of cancellation sent to the Contractor. The Contractor shall not however be entitled to any gain on such purchase made on account of his default. The manner and method of such alternate purchase shall be at the entire discretion of the Purchaser, whose decision shall be final. This right shall be without prejudice to the right of the Purchaser,

to recover the damages for breach of Contract by the Contractor as provided in the Contract or under the general law.

14.3 Extension of Time

14.3.1 In the event, the Contract delivery dates cannot be adhered to, an application for extension of time with sufficient reason shall be made by the Contractor to the Purchaser. If failure, on the part of the Contractor to deliver the Stores in schedule time shall have arisen from any causes which the Purchaser may find as reasonable ground for an extension of the delivery time (and his decision shall be final), he may allow such additional time as he may consider justified in the circumstances of the case.

14.3.2 If the Contractor fails to supply and secure extension of Contract delivery date(s) (before effecting the delivery of Stores against the Contract) acceptance of such Stores by the Purchaser, shall not entitle the Contractor to claim payment on account of escalation or extra payment on account of increase of statutory levies that may be payable at higher rates after expiry of contractual delivery date(s).

14.4 Delays in Erection

14.4.1 Whenever erection of plant / equipment / machinery / instrument is the responsibility of Contractor in terms of the Contract and in case the Contractor fails to carry out the erection and /or commissioning in accordance with the Contract, it shall be construed, as a breach of Contract and the Purchaser shall be entitled to exercise the option as per clause no.14.2 pertaining to Supply. In such an event, the Supplier shall forfeit the balance 5% of the Contract value withheld by the Purchaser for the supply portion, irrespective of any claims of additional expenditure, the Purchaser may incur and prefer on the Supplier.

14.4.2 Action by the Purchaser as per clause no. 14.4.1 above shall not relieve the Contractor of the warranty obligations under the Contract.

15 FORCE MAJEURE

15.1 Force Majeure is herein defined as any cause which is beyond the control of the Contractor or the Purchaser, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:

15.1.1 Natural Phenomena, including but not limited to floods, droughts, earthquakes and epidemics.

15.1.2 Acts of any Government, domestic or foreign, including but not limited to war - declared or undeclared, priorities, quarantines, embargoes.

15.1.3 Other phenomena including but not limited to hostilities, riots, civil commotion and declared lock- out in Contractor's works.

15.2 Provided that Parties shall not be liable for delays in performing its obligations resulting from any force majeure cause as referred to / or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of his obligations has been delayed for other cause. However, the contractor is not entitled to increase in statutory levies in statutory levies that have come into force during the extended delivery period.

16 QUALITY SURVEILLANCE, INSPECTION, ACCEPTANCE AND REJECTION

- 16.1 Stores covered by the Contract shall be subjected to quality surveillance and inspection by the Purchaser's authorised Inspector.
- 16.2 The Contractor shall establish a quality surveillance and inspection plan in consultation with the Inspector or inspection agency and have it approved by the Purchaser before start of manufacture. The Contractor shall give notice of readiness of Stores for inspection to the Inspector and shall perform all tests and inspection in presence of the Inspector as per the terms of the Purchase specifications and approved inspection plan.
- 16.2.1 Any Stores submitted for inspection and rejected by the Inspector must be removed by the Contractor within fourteen days from the date of receipt of intimation of rejection provided that in case of dangerous, infected or perishable Stores, the Inspector (whose decision shall be final) shall notify the Contractor to remove such Stores within 48 hours of receipt of intimation of rejection and it shall be the duty of the Contractor to remove such rejected Stores and the same shall lie at the Contractor's risk from the time of such rejection and if not removed within the aforementioned time, the Purchaser shall have the right either to return the rejected Stores to the Contractor at the Contractor's risk by such mode of transport as Purchaser may select or dispose off or segregate such Stores as he thinks fit at the Contractor's risk and on his account and appropriate such portion of the proceeds as may be necessary and recover any damages or expenses incurred by the Purchaser in connection with said sale and storage if any. Freight paid by the Purchaser on Stores received and rejected after examination at destination shall be recoverable from the Contractor.
- 16.3 The Stores shall be offered by the Contractor for inspection at such places as may be specified by the Inspector at the Contractor's risk, expense and cost.
- 16.4 The stores received by the Purchaser will also be subject to inspection and test as may be considered necessary by the Inspector and his decision as regards rejection of Stores shall be final and binding on the Contractor. If any stores are rejected as aforesaid without prejudice to the foregoing provision, the Purchaser shall be at liberty to: -
- 16.4.1 Allow the Contractor to resubmit Stores in replacement of those rejected within a time specified by the Purchaser (which time shall become essence of the Contract), the contractor bearing the cost of freight for such replacement without being entitled to any extra payment thereof.
- 16.4.2 Buy the quantity of Stores rejected or other items of similar nature elsewhere at the risk and cost of the Contractor in accordance with the provisions contained in clause 14.2.1.1 and 14.2.1.2 above without affecting the Contractor's liability as regards the supply of any further consignment(s) due under the Contract, if the said Contract has not been cancelled or
- 16.4.3 Terminate the total contract or portion thereof at the risk and cost of the Contractor and recover damages from the Contractor on that account.
- 16.5 Where consignments are required to be delivered / despatched after inspection by the Inspector as per the Contract, a "Shipping Release" issued by the Inspector shall be enclosed along with the delivery challan or other shipping documents viz. (Lorry Receipt, Railway Receipt) accompanying the consignments.

16.6 Test Certificates and Guarantee Certificates if required by the Inspector shall be obtained and furnished to him free of cost by the Contractor and/or from the specified agency.

17 RECOVERY OF SUMS DUE

17.1 Whenever any claim for the payment of loss or damage suffered by the Purchaser arises in terms of money out of the Contract against the Contractor, the Purchaser shall be entitled to recover such sums from any payment due under the Contract. In the event of this amount being insufficient, then the amount of damages or loss shall be recoverable from the payment that may become due to the Contractor from this Contract or any other Contract with the Purchaser. Should this sum be not sufficient to cover the amount of damages or loss that may be recoverable, the Contractor shall pay to the Purchaser on demand amount due. Similarly if the Purchaser has made any claim against the Contractor under this Contract or any other Contract with the Purchaser, the payment of all sums payable under the Contract to the Contractor shall be withheld to the extent of claims due according to the Purchaser till such claims of the Purchaser are finally paid by the Contractor, pending which the same will be adjusted. Notwithstanding the provision for recovery through adjustment, the Purchaser shall be free to recover his claims from the Contractor as per the terms of this Contract.

17.2 Demurrage / Wharfage

All demurrage, wharfage and allied expenses incurred by the Purchaser, if any, due to delayed clearance of Stores in view of non-receipt, incomplete or delayed receipt of documents by the Purchaser, shall be recovered from the payment due to the Contractor.

18 MODES OF PAYMENT

Unless otherwise agreed, the Purchaser will make payment directly to the Contractor as per the Contract at Project/Station by cheque payable locally or through wire transfer. The Purchaser will release payment due to the Contractor within 30 (thirty) days provided the Contractor submits the invoice (s) and other accompanying documents that are complete and acceptable in all respects.

19 TERMS OF PAYMENT

19.1 For supply of Stores, Purchaser's normal terms of payment shall be ninety five (95%) percent of the Contract value, and hundred (100%) percent of the Sales Tax, duties on delivery of the Stores at the Project Site/Consignee Stores as indicated in the Contract. The Stores shall be despatched only after the Inspector has issued a Shipping Release [acceptance as stipulated in 2.14 (a)] on satisfactory completion of inspection. Balance five (5%) percent of the Contract value shall be paid as per clause No. 19.1.2. The details are as under:

19.1.1 Ninety five (95%) percent payment of the Contract value including taxes, duties and levies in full shall be released on receipt of the following documents as applicable:

19.1.1.1 Invoice in triplicate

19.1.1.2 Proof of Receipt by the Consignee in the form of Receipted LR or Receipted Delivery Challan in original.

19.1.1.3 Shipping release in original issued by the Inspector signed in ink and with Inspector's seal or with NPCIL Logo [Refer 2.14 (a)].

- 19.1.1.4 Proof of payment of Excise duty as per prevailing instructions issued by the Excise Authorities.
- 19.1.1.5 Statement endorsed on Shipping Release by the Inspector for having received one set of Test Certificates.
- 19.1.1.6 Certificate towards Excise Duty (where claimed separately) and Sales Tax as per Appendix A & B.
- 19.1.2 Balance five (5%) percent of the Contract value shall be released on acceptance of the Stores at Site [Refer 2.14 (b)] after inspection and issue of Site Stores Inspection Report / Receipt voucher by the consignee. Normally seventy five (75) days will be allowed for inspection and acceptance after receipt of the Stores. The Contractor shall submit the following documents as applicable:
 - 19.1.2.1 Invoice in triplicate
 - 19.1.2.2 Free issue material account accepted by the Purchaser's Engineer. This shall be based on the approved cutting diagram or other approval by the Purchaser's Engineer (where applicable).
 - 19.1.2.3 Receipted delivery challan for return of balance and scrap material to Purchaser's Stores (where applicable).
- 19.2 For Supply of plant/equipments/machinery/instruments including erection and commissioning. Purchaser's normal terms of payment shall be ninety five (95%) percent of the Contract value for supply on delivery at Project Site/Consignee as indicated in the Contract. The Stores shall be despatched only after Inspector has issued a Shipping Release on satisfactory completion of inspection [Refer 2.14 (a)] and as further detailed in 19.2.1. Balance 5% (five) percent shall be paid as per clause no. 19.2.2. The details are as under:
 - 19.2.1 Ninety five (95%) percent of the contract value including taxes, duties and levies of each consignment shall be released on receipt of the following documents. (Detail of consignment as indicated in the Contract).
 - 19.2.1.1 Invoice in triplicate.
 - 19.2.1.2 Proof of receipt by the consignee in the form of receipted LR or receipted delivery challan in original.
 - 19.2.1.3 Shipping Release in original issued by the Inspector signed in ink and with Inspector's seal or with NPCIL Logo [Refer 2.14 (a)].
 - 19.2.1.4 Proof of payment of Excise Duty as per prevailing instructions issued by the Excise Authorities.
 - 19.2.1.5 Certificate towards Excise Duty (where claimed separately), Sales Tax and Service Tax as per Appendix A, B & C.
 - 19.2.2 Five (5%) percent of the Contract value for supply plus one hundred (100%) percent of the cost of erection and commissioning, on acceptance of the plant / equipment / machinery / instruments at Site after satisfactory commissioning [Refer 2.14 (c)]. Unless otherwise stated the Equipment, Machinery and Instruments shall be accepted within Seventy Five (75) days from the date of satisfactory commissioning of the Stores at Purchaser's Site. The Contractor shall submit the following documents as applicable:

19.2.2.1 Invoice in triplicate

19.2.2.2 Certificate of inspection, testing and acceptance of the plant by the Purchaser

20 SUPPLY OF FREE ISSUE MATERIAL (FIM)

20.1 For certain Fabrication Contracts, if specified in the tender, the Purchaser shall provide Free Issue Material (FIM) to Contractor, as per quantities/sizes along with costs of such material mentioned in the tender.

20.2 The Contractor shall submit cutting diagram or appropriate proposal for optimal utilisation of the FIM along with the Bid. The cutting diagram or such proposal as approved by the Purchaser's Engineer shall form a part of the Contract.

20.3 Unless otherwise specially mentioned in the Contract, on issue of the Contract, the Contractor shall be advised to collect the FIM from the Purchaser's Stores Unit and shall take an Insurance Policy for the value of the FIM. The Insurance Policy shall be valid till the contractual/ actual delivery date or till the execution of the Contract and shall cover the following:

INSURED: Name and address of the Contractor

BENEFICIARY: Nuclear Power Corporation of India Limited, acting through Executive Director, Directorate of Contracts and Materials Management or any other officials authorised by NPCIL,(address)

RISKS COVERED: Any loss or damage to the Purchaser's material due to fire, riot, burglary, strike, theft, civil commotion and any damages arising out of external sources such as damages due to the materials falling on Purchaser's materials.

20.4 The Contractor shall indemnify the Purchaser and keep the Purchaser indemnified to the extent of full value of FIM till such time the entire contract is executed and proper account for the FIM is rendered by the former to the latter. For this purpose an Indemnity Bond as per Annexure-A shall be executed by the Contractor.

20.5 The Contractor shall be responsible for the safety of the FIM after it is received by him and all through the period during which the materials will remain in his possession. The Contractor shall take all necessary precautions against any loss, deterioration or destruction of the FIM from whatever cause arising whilst the said material remain in his possession and/ or his custody or control. The Contractor shall also not mix-up the material in question with any of his goods and shall render true and proper account of the material actually used. The decision as to whether the Contractor has occasioned any loss, deterioration or destruction of the FIM whilst in his possession custody or control from whatever cause arising, as also the decision regarding quantum of the damages suffered by the Purchaser shall be final and binding upon the Contractor.

21.6 The Insurance Policy with the details indicated at clause no.20.3 shall be furnished by the Contractor to the Purchaser for acceptance. On acceptance of the Insurance Policy by the Purchaser, the Contractor shall lift the FIM from Purchaser's Stores at his own cost. The FIM may be supplied by the Purchaser either in one lot or in a phased manner at the sole discretion of the Purchaser.

- 20.7 On completion of fabrication, the Contractor shall prepare a full account of the material used for the fabrication and the balance available with him for return to the Purchaser. This account of FIM shall be verified and accepted by the Purchaser's Engineer before the Contractor is allowed to return the balance material to Purchaser's Stores against such authorisation in writing.
- 20.8 The FIM account, accepted by the Purchaser's Engineer along with proof of receipt of balance material by the Stores Officer (Consignee), shall be produced by the Contractor for the release of the final payment to the Contractor as per clause no. 19.1.2.2.
- 20.9 The Purchaser at all times have the right to enter the Contractor's premises where the free issue materials are stored or where the free issue materials are under manufacture.
- 20.10 The Purchaser at his discretion may allow the balance material such as scrap, cut bits to be retained by the Contractor in which event the value to be assigned to the balance material will be mutually agreed between the Purchaser and the Contractor and the agreed amount shall be debited to the Contractor's account while settling his final payment.

21 EXERCISING THE RIGHTS AND POWERS OF THE PURCHASER

All the rights, discretion and powers of the Purchaser under the Contract shall be exercised by the Purchaser through written communications which shall be given by the Executive Director, Directorate of Contracts and Materials Management or other officers authorised by him for and on behalf of the Purchaser.

22 INDEMNITY

The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of Stores against infringement of any right protected by Patent Registration and Law of Designs or Trade Marks and shall indemnify any risk of accidents or damage to the Stores and continue to indemnify the Purchaser against all patent and latent defects till the satisfactory completion of the warranty period.

22.1 Right of Recourse under Civil Liability for Nuclear Damages Act 2010 & Rule 2011 thereof

- (a) The Purchaser shall have Right to Recourse against the contractor in accordance with provisions under Section 17(a) of Civil Liability for Nuclear Damage Act, 2010, with following limitations, as stipulated in Rule 24 of the Civil Liability for Nuclear Damage Rules, 2011:

The Contractor's liability shall be to the extent of the Operator's liability under sub-section(2) of Section 6 of the Act or the value of the contract, whichever is less,

AND

The duration of Contractor's liability shall be limited to duration of initial license issued by AERB or the product liability period, whichever is longer.

- (b) The term "supplier" and the duration and extent of supplier's liability are explained in Rule 24 of the Civil Liability for Nuclear Damage (CLND) Rules, 2011. For any questions relating to supplier's liability under section 17 of the Civil Liability for Nuclear Damage (CLND) Act, 2010, Government of India's clarifications dated February 08, 2015 may be referred to. These have been posted at the websites of Ministry of External Affairs and the Department of Atomic Energy under the title "Frequently Asked Questions and Answers on Civil Liability for Nuclear Damage Act 2010 and Related Issues".

- (c) In regard to contracts with manufacturers of or vendors for supply of systems, equipment, components, or building of structures, or provision of services to nuclear installations which are operating or are under construction or those to be installed in future for which NPCIL is the system designer and technology owner, being responsible for safety design of such installations, NPCIL shall assume the role of supplier in accordance with the explanation of the term “supplier” given in Rule 24 of the CLND Rules, 2011 and in the context of section 17(a) and (b) of the CLND Act, 2010.
- (d) Other suppliers can avail the Nuclear Suppliers’ Special Contingency (Against Right of Recourse) Insurance Policy provided by the India Nuclear Insurance Pool to cover any liability exposure under section 17(a) and (b) of the CLND Act, 2010. NPCIL maintains the operator’s statutory insurance under the CLDN Act, 2010 by subscribing to the Nuclear Operator’s Liability Policy offered by the India Nuclear Insurance pool, thereby subrogating to the India Nuclear Insurance pool the operator’s “right of recourse” against suppliers under section 17(a) & (b) of the CLND Act, 2010.”

23 ARBITRATION

- 23.1 Notwithstanding anything contained in this Contract, all questions, disputes or differences whatsoever, between the parties to the Contract, arising out of or relating to the construction, meaning and operation or interpretation of provision of the Contract or matters related thereto, whether during the currency of the Contract, or its failure or after the completion of the Contract, shall be settled by sole arbitrator to be nominated and appointed by the Chairman & Managing Director of the Purchaser. It will not be an objection that the arbitrator is an employee of the Purchaser and that he had to deal with matters related to the Contract or that in the course of his duties as an employee of the Purchaser had expressed views on all or any other matters in question, dispute or difference. The award of the arbitrator shall be final and binding on the parties to the Contract. In an arbitration invoked at the instance of either party to the contract, the arbitrator would be free to consider the counter claim of the other party even though they are not mentioned in the reference to arbitration.
- 23.2 The provisions of The Arbitration & Conciliation Act, 1996, and Rules made thereunder and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings.
- 23.3 Notwithstanding the commencement or continuance of the arbitration, the parties shall continue performance of the Contract with due diligence.

24 PERMITS AND LICENCES

The Contractor shall secure and pay for all permits and licenses which he may require to comply with in respect of all laws, ordinances and regulations of the Government or Public Authorities in connection with the performance of his obligations under the Contract. The Contractor shall be responsible for all damages and shall indemnify and save the Purchaser harmless from and against all claims for damages and liability, which may arise due to his failure to comply with what is stated above.

25 INSPECTION AND ACCEPTANCE TESTS

- 25.1 All tests necessary to ensure that the Stores comply with the particulars and guarantees shall be carried out at such place or places as may be determined by the Inspector. Should

however, it be necessary for the acceptance tests as to performance or Guarantees to be held over until the Stores is erected at Site such tests shall be carried out within thirty (30) days of completion of erection of the Stores.

26 TITLE TO THE PLANT /EQUIPMENT / MACHINERY / INSTRUMENTS

In addition to other remedies under the law and the Contract, the Purchaser shall be the owner of each consignment in respect of which ninety five (95%) percent of the Contract price has been paid, to secure refund of such amount in the event the same becomes refundable under the terms of the Contract or under the law and to secure payment of any dues under other Contract or under the law. The responsibility for safe and proper storage replacement of defective or lost equipment and erection of the plant / equipment / machinery / instruments prior to its acceptance by the Purchaser shall always remain with the Contractor.

27 TRAINING

The Contractor shall, if required by the Purchaser, provide facilities for the practical training of Purchaser's engineering or technical personnel for their active association no the manufacturing processes throughout the manufacturing period of the Contract/Stores, number of such personnel to be mutually agreed upon.

28 OPERATION / INSTRUCTION MANUAL

Where Operation/Instruction Manual is essential to enable the Purchaser to put the Stores to proper use, the Contractor shall furnish such Operation/Instruction Manual along with the Stores.

29 LAW GOVERNING THE CONTRACT

The contract shall be construed and shall be governed by the laws of India for the time being in force and the Contractor shall be required to comply with all the applicable laws with regard to performance of the Contract.

30 JURISDICTION

The courts within the local limits of the place from which the Contract is awarded shall have exclusive jurisdiction to deal with and decide all disputes arising out of related Contract.

31 SECRECY

31.1 All information, drawings, designs and specifications imparted to the Contractor shall, at all times, remain the absolute property of the Purchaser. The Contractor shall not use them for purposes other than for which they are provided for and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.

31.2 The Contractor shall use his best endeavor to ensure that such information is not divulged to third parties except where needed for the performance of the Contract by the Contractor with the prior consent of the Purchaser. In such cases, the Contractor shall ensure and obtain similar obligation of confidence, from third parties in question.

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**FORMAT OF INDEMNITY BOND AGAINST
FREE ISSUE MATERIALS (FIM) TO BE
EXECUTED ON A NON-JUDICIAL STAMP
PAPER VALUED AT RS.**

INDEMNITY BOND

This Indemnity Bond made this ___ day of ___ between M/s _____ having its registered office at _____ hereinafter referred to as “The Contractor” which expression shall include its successors and assigns on one part and Nuclear Power Corporation of India Limited (A Govt. of India Enterprise), acting through _____ (Executive Director, CMM or other Officers) hereinafter referred to as “The Purchaser”, which expression shall include its successors and assigns, on other part.

Whereas the Nuclear Power Corporation of India Limited has placed a Purchase Order/Contract No. _____ dated _____ hereinafter referred to as “Purchase Order” on the Contractor and the Contractor has accepted to execute the Purchase Order.

And whereas, the Purchaser has agreed to supply the Free Issue Materials referred to in the Contract/Purchase Order for the purpose of fabrication, machining and supply of the equipment and stores as referred to in the Contract/Purchase Order.

And whereas, the Contractor has agreed to furnish an Indemnity Bond for a sum of Rs. _____ (Rupees _____) being amount equivalent to the value of the free issue materials to be supplied by the Purchaser.

Whereas it is explicitly understood that the materials to be supplied is held by the Contractor for and on behalf of Nuclear Power Corporation of India Limited and that ownership of the materials used for fabrication/machining etc. rests with Nuclear Power Corporation of India Limited, till the fabricated/machined equipment/components are delivered to the Purchaser and balance and left over materials as per free issue material account as approved by the Purchaser’s engineer is/are returned to the Purchaser.

NOW THIS DEED WITNESSETH THAT IN CONSIDERATION OF THE FREE ISSUE MATERIALS SUPPLIED BY THE NUCLEAR POWER CORPORATION OF INDIA LIMITED.

1. The Contractor hereby undertake to pay to the Nuclear Power Corporation of India Limited on demand the said sum of Rs. _____ (Rupees _____) in the event of any breach of the conditions of the Purchase Order, loss and damage of the material and balance material not being returned on or before _____ or any other date mutually agreed.
2. The Contractor shall be totally responsible for safety of the material during which it remains in their custody/control and adequate care for preservation of the item.
3. The Contractor shall undertake to preserve the material with due and proper care and to keep it insured for the period during which it remains in their custody/control.
4. The Contractor shall be responsible for safe return of the balance materials off cuts, scraps to the final destination.
5. This bond shall remain in force and effect so long as the full account of free issue materials is settled to the satisfaction of the Purchaser and balance material is returned to the Purchaser.
6. The Contractor shall not stand discharged or released from the Indemnity Bond given by them under this bond on account of any alteration in the obligation of the parties to the Contract or on account of any indulgence or forbearance as to the payment, time, performance, or otherwise granted by Nuclear Power Corporation of India Limited to the Contractor in relation to the Purchase Order.

It witness whereof the parties hereto have caused the bond to be duly executed on the day and the year first above written.

For (Contractor's Name)

* * *

APPENDIX-A

The Supplier/Contractors while submitting their bill to the Paying Authority shall furnish the following certificates:

Certified that:

1. Excise Duty claimed in this/these bill/bills is/are not more than what is / are payable under the provisions of the relevant act or the rules made there under.
2. The amount of Rs _____ claimed as Excise Duty in this bill has been/will be paid to the Excise Authorities in respect of stores covered by the bill as per the procedure laid down by the Excise Authorities.
3. No refund of Excise Duty for the goods covered under the bill/bills has/have been received from the Central Excise Authorities nor our appeal for refund of Excise Duty for the goods covered under the bills are pending with the Central Excise Authorities.
4. In the event of any refund of Excise Duty being received, we undertake to promptly pass on the same to NPCIL. In addition, we also authorise the paying authority in NPCIL to recover such amount from our outstanding bills against the present or future contracts.

APPENDIX-B

Certificate to be furnished by the Contractor along with the invoice/bills when sales/ Central Sales Tax as extra is claimed.

Certified that:

- 1) Goods and packing charges on which sales tax (Central or State) claimed are not exempted from payment of Sales Tax (Central or State) under the Provisions of Sales Tax Act or Rules.
- 2) We, as a registered dealer, are being assessed to Sales Tax.
- 3) In the event of our getting refund in whole or part of Sales Tax already paid from Sales Tax Authorities, we shall promptly pass on the same to the Purchaser. In additions we also authorise the paying authority in NPCIL to recover such amount from our outstanding bills against the present or future contracts.
- 4) We are registered as dealers in the State of _____ and our local/Central Sales Tax Registration No. is _____.

APPENDIX – C

Certificate to be furnished by the Contractor along with the invoice/bills when service tax is claimed.

Certified that

1. Services on which service tax claimed are not exempted from payment of Service Tax under the provisions of Extant Rules.
2. We are registered with Central Excise Department for service tax and our Registration number is _____.
3. We undertake to pursue the matter for refund in case the exemption is received by NPCIL from the Govt. of India for payment of service tax. In the event of our getting refund in whole or part of Service Tax already paid to Service Tax Authorities, we shall promptly pass on the same to the purchaser. In addition we also authorise the paying authority in NPCIL to recover such amount from our outstanding bills against the present or future contracts.

Signature of Contractor or
their Authorised Representative

TENDER FORM**From**

M/s.	<u>Tenderer's Bid No.:</u> <u>Dated</u> :
To <p style="text-align: center;">Through e mode</p>	<u>Tender No. :</u> CMM/ TAPS-3&4/EMU/55250 <u>Dated</u> : <u>Due date</u> : AS PER NIT

Dear Sir,

1. I/We have read the 'Invitation to Tender', 'Instructions to Tenderers', 'General Conditions of Contracts in FORM NO. CMM-22/Rev.4' and ~~** 'Special Commercial Terms and Conditions'~~ as contained in the tender documents.
2. I/We have thoroughly examined the specification, drawing and/or pattern quoted or referred to herein and/or fully aware of the nature of the stores required and my/our bid is to supply the stores strictly in accordance with the requirements under this tender.
3. I/We hereby agree to supply the stores, strictly adhering to the General Conditions of the Contract in FORM NO. CMM-22/Rev.4 and ~~**Special Commercial Terms and Conditions~~ of the tender documents.
4. You will be at liberty to accept any one or more of the items of stores offered by us and I/We shall be bound to supply you the stores as may be specified in the purchase order/contract.
5. I/We hereby agree to keep the prices and our bid valid for your acceptance for a period of **90** (Ninety) days from the due date of this tender.

**Strike out whichever is not applicable.

6. ~~**Deviations to technical specifications are detailed in Annexure-'A' to the tender form and compliance proposed to General Conditions of the Contract in FORM NO. CMM-22/Rev.4 and Special Commercial Terms and Conditions of the tender documents are detailed in Annexure-'B' to the tender form.~~
7. I/We are also enclosing herewith all the leaflets/catalogues etc. pertaining to the stores offered.
8. Details of the stores along with prices and the bid terms are enclosed under schedule to this tender form.

Yours faithfully,

Stamp and Signature of the Tenderer

~~**Strike out whichever is not applicable.~~

Encl: Deviation to technical specifications-Annexure 'A'
Compliance to General Conditions of Contract in FORM NO. CMM-22/Rev.4 ~~and Special
Commercial Terms and Conditions – Annexure 'B'~~
Leaflets/Catalogue.

ANNEXURE B

1.0 Format for submission of Compliance to the General Conditions of Contract governing supply of stores - CMM-22/Rev.4 & ~~*Special Commercial Terms and Conditions~~, Instructions to Tenderers

1.1 The tenderer shall note that any deviation to above mentioned terms and conditions of our tender may lead to disqualification of their bid.

1.2 The compliance/confirmation to the specific clauses may please be furnished as per the format below:

Sr. No.	Item / Description	Bidder's Compliance / Confirmation
A	Acceptance of following clauses under General Conditions of Contract governing supply of stores- CMM-22/Rev.4 / Instructions to Tenderers	TO BE QUOTED AGAINST ONLINE BIDDING FORMAT
A-1	Acceptance of Clause no. 4 (a) of Instructions to Tenderers - Validity of offer for 90 days from the date of opening of tender otherwise the offer may likely to be ignored.	
A-2	Acceptance of Clause No. 17 of Instructions to Tenderers for Purchase Preference as per public procurement policy for MSEs.	
A-3	Acceptance of Clause No. 3 regarding subletting / assignment of Contract.	
A-4	Acceptance of Warranty as per Clause No. 8.0	
A-5	Acceptance of Clause No. 16 regarding Quality Surveillance, Inspection, Acceptance and Rejection.	
A-6	Acceptance of "Terms of Payment" as per Clause No.19.	
A-7	Acceptance of Clause No. 23 regarding Arbitration.	
A-8	Acceptance of Clause No. 25 regarding Inspection and Acceptance Tests.	
A-9	Acceptance of Clause No. 31 regarding Secrecy.	
A-10	Compliance to the remaining clauses of CMM-22/Rev.4	
*B	Compliance to the clauses under Special Commercial Terms and Conditions.	

* Strike off if not applicable

NUCLEAR POWER CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

Tarapur Maharashtra Site, TAPS-3&4

Po: TAPP, Via Boisar, Dist. Palghar - 401504

Tender No. CMM/TAPS-3&4/EMU/55250

Date :

Fax : 02525-244172 / 244901

Ph. : 02525-282020, 283189, 283469

Due on **date**: As per NIT

Sr. NO.	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT RATE (Rs.)	Total Amount (Rs.)
1	Supply of laptop computer with accessories of M/s HP/Dell/lenovo/HCL/Advantech make as per attached technical specifications	1.00	No.	To be quoted Online	

Other terms [Tick wherever applicable]

PRICES : • Free and safe delivery to purchaser's site [] • FOR Boisar- at Transporter's godown. [] • Prices are EX- Works []	EXCISE DUTY: • Nil/Included [] •% +Surcharge% on Basic ED.[]	VAT/SALES TAX: • Nil/Included [] •% CST Without 'C' Form [] •% CST With 'C' Form [] •% of VAT/State ST []
TRANSIT INSURANCE: • Included [] • Extra @.....% or Actuals [] • Not included; same shall be born by NPCIL.[]	FREIGHT: • Included [] • Extra@...% or Actuals []	PACKING & FORWARDING: • Included [] • Extra@.....%or Rs...../- or Actuals []
PAYMENT TERMS: • As per GCC are acceptable. [] • 100% payment within 30 days after receipt, inspection & final acceptance of the materials at our site. []	SERVICE TAX: • Nil / Included [] • %of Service tax + surcharge% []	• Validity of offer : 90 days • Delivery Period : • Place of Delivery :

I / We have understood the terms and conditions of the contract as contained in Form No. GCC CMM-22/Rev.4 and have thoroughly examined the specification drawing and or pattern quoted or referred to herein and are fully aware of the nature of the stores required and my / our offer is to supply the stores strictly in accordance with the requirements under the subject tender.

Stamp and Signature of Tenderer

Date :

STATUS OF SIGNATORY

Technical Specifications of Laptop Computer

Sl.	Item	Specification
<u>System Core:</u>		
1	Make	: HP/Advantech/Dell/lenovo/HCL
2	Processor	: Intel® Core™ i3/i5/i7 (Min 2.5 GHz)
3	Video	: 1 VGA
4	Memory	: 12 GB RAM
5	HDD	: 1 TB
<u>I/O Interface:</u>		
6	Ethernet	: 100/1000 Mbps
7	Serial Port	: Minimum 1
8	USB (Min)	: 4 USB 2.0 or USB 3.0
9	Audio	: 1 MIC-in and 1 Line-out
10	KB/Mouse	: 1 keyboard and 1 mouse
<u>Power Supply:</u>		
11	AC Input	: 200-250V, 50 Hz AC input
<u>Monitor:</u>		
12	Aspect Ratio	: 16:9 or better
13	Display Size	: 15.6"
14	Display Type	: LED
<u>Software Support:</u>		
15	OS Support	: Windows XP, Windows 7, Windows 8 , Windows 10 professional
16	Preinstalled OS	: Windows Professional 8/10
<u>Accessories:</u>		
17	Converter	: USB to RS-485 (1 No)
18	Battery	: 4 cell