



न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड

NUCLEAR POWER CORPORATION OF INDIA LIMITED

(भारत सरकार का उद्यम) (A Government of India Enterprise)

Kudankulam Nuclear Power Project

Contracts & Material Management

PO: Radhapuram

फोन : फैक्स:

Our GST Regn. No.- 33AAACN3154F2ZW

Our PAN No.- AAACN3154F

क्रय आदेश संख्या: KKNPP/12/CMM/1226002/PO-60931

Purchase Order No: KKNPP/12/CMM/1226002/PO-60931

दिनांक: 30/08/2023

Date: 30/08/2023

To,

M/S Ganesh Fuels

No. 8/223 A4, Bye Pass Road,

Chettikulam & post

Tirunelveli District - 627 120

MII - Non-Local Supplier

दूरभाष सं Phone No.: 9095853535 / 9842884262

ई-मेल E-Mail: ganeshfuels.ckm@gmail.com

संदर्भ Reference(s) : 1) Your Offer Ref. No. 1/2023-24 dated 08/08/2023 submitted through e-mode.

प्रिय महोदय/महोदया Dear Sir/ Madam,

न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड के लिए एवं की ओर से वर्णित सामग्री की आपूर्ति हेतु दिनांक 27/07/2023 KKNPP/12/CMM/TPT/1226002 दिनांक: 18/08/2023 में निहित आपकी बोली एनपीसीआईएल सामग्री प्रबंधन स्कंध द्वारा प्रस्तुत GCC/supply-1/Rev-5 के अनुसार संविदाओं पर प्रयोज्य संयंत्र एवं मशीनरी की आपूर्ति को शासित करने वाली "संविदा की सामान्य शर्तें एवं संविदा की विशेष शर्तें" नामक शीर्षक में सम्मिलित संयंत्र एवं मशीनरी की आपूर्ति को शासित करने वाली सभी सामान्य एवं विशेष संविदा शर्तों पर इस क्रयदेश में निहित शर्तों तथा मात्रा सीमा एवं नीचे निर्दिष्ट कीमत पर स्वीकार की गई है।

Your bid contained in the tender No. KKNPP/12/CMM/TPT/1226002 dated: 27/07/2023 was due on : 18/08/2023 to supply the undermentioned stores accepted for and on behalf of the Nuclear Power Corporation of India Ltd., subject to the conditions of all contracts and special conditions of contract governing the supply of Plant & Machinery included in the pamphlet titled "General Conditions of Contracts and Special Conditions of Contract governing supplies of Plant & Machinery applicable to contracts as per GCC / Supply-1 / Rev-5 placed by the NPCIL material management wing subject to the terms and conditions contained in this Purchase Order and to the extent of the quantity and at the price specified below

क्र.सं. Sr. No.	विवरण Description	मापन इकाई UOM	मात्रा Qty.	इकाई दर (भारतीय रुपयों में) Unit Rate (INR)	कुल मूल्य (भारतीय रुपयों में) Total Value (INR)
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As per Section-A Schedule of Quantities & Rates

अनुलग्नकों की सूची List of Annexures:

- खंड ए: मात्राओं एवं दरों की अनुसूची Section A: Schedule of Quantities and Rates
- खंड बी: व्यावसायिक निबंधन एवं शर्तें Section B: Commercial Terms and Conditions
- अनुलग्नक-एफ: जी एस टी घोषणा Annexure-C: TDS Declaration
- खंड सी: तकनीकी विनिर्देश Section-C: Technical Specifications

NOTE: As per the Order No. FP-20013/12/2018-FP-PNG dt: 25/06/2019 issued by Ministry of Petrol and

30/08/2023

Natural Gas available in Public domain specifies that for HSD and Petrol minimum local content of 10% shall be applicable.

सुपुर्दगी स्थान Place of Delivery : Ex-Fuel Retail Outlet (Ganesh Fuels, Chettikulam)

कीमत का आधार एवं सुपुर्दगी अवधि Price Basis and Delivery Period: खंड-बी के अनुसार As per Section-B

न्यूक्लियर पावर कॉर्पोरेशन ऑफ़ इंडिया लिमिटेड(भारत सरकार का उद्यम) की शर्तों द्वारा शासित सामग्री की आपूर्ति, स्वदेशी सामग्री की संविदा पर प्रयोज्य संविदा की सामान्य एवं विशेष शर्तों द्वारा शासित सामग्री की आपूर्ति तथा यह क्रय आदेश मिलकर संविदा का निधान बनेगा।

General Conditions of Contract and Special Conditions of Contract Governing the Supply of Stores, applicable to contract for indigenous Stores, Placed by Nuclear Power Corporation of India Ltd (A Government of India Enterprises) and this Purchase Order shall be the sole repository of the contract.

कृपया तुरंत पावती दें तथा बिना शर्त आपकी पुष्टि अधोहस्ताक्षरी को देने का कष्ट करें।

Please acknowledge receipt immediately & confirm your unconditional acceptance to the undersigned.

भवदीय Yours faithfully,

P. Arun Kumar
30/08/2023

**(P. Arun Kumar)
DGM (C&MM)**

न्यूक्लियर पावर कॉर्पोरेशन ऑफ़ इंडिया लिमिटेड की ओर से
For & on Behalf of Nuclear Power Corporation of India Ltd.
(क्रेता THE PURCHASER)

Registered Office: 16th Floor, Centre-1, World Trade Centre, Cuffe Parade, Colaba, Mumbai - 400005,
Corporate Identification Number (CIN) U40104MH1987GOI149458



SECTION - A
Schedule of Quantities & Rates

(Computer PO No.647)

PURCHASE ORDER NO. KKNPP/12/CMM/1226002/PO-60931

Date: 30/08/2023

Sl. No	Description (A)	UoM (B)	Quantity (C)	Unit Rate (Inclusive of all taxes, duties & other allied charges) Rate as per Govt. Notification (INR) (D)	Discount in % (E)	Discounted Price (INR) (D) - (D*E%) = (F)	Value (INR) (C) * (F) = (G)
1	Supply of Petrol (Motor Spirit) [IS:2796] for departmental vehicles / consumption on as and when required basis for a period of one year with the terms and conditions as per Section -C.	Litre	2000	103.51	2.02	101.42	2,02,840.00
2	Supply of High Speed Diesel (HSD) [IS:1460] for departmental vehicles / consumption on as and when required basis for a period of one year with the terms and conditions as per Section - C.	Litre	100000	95.15	1.77	93.47	93,47,000.00
Total Value							95,49,840.00

(Rupees Ninety Five Lakhs Forty Nine Thousand Eight Hundred and Forty only)

P. Arun Kumar
30/08/2023

(P Arun Kumar)
DGM (C&MM)

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



SECTION 'B'

COMMERCIAL TERMS & CONDITIONS

BASIS OF PRICE, STATUTORY LEVIES, DELIVERY SCHEDULE,
TERMS OF PAYMENT, etc.

1.	<u>Prices:</u> Prices stipulated in the purchase order are for delivery on <u>Ex-Fuel Retail Outlet</u> (M/s. Ganesh Fuels, Chettikulam)
2.	<u>Duties & Taxes:</u> Inclusive of all duties & taxes.
3.	<u>Discount:</u> i. The Discount (%) mentioned below has to be maintained throughout the contract period. ii. The discounted price (INR) indicated in Section A is Inclusive of all taxes , duties & other allied charges. For item no: 1 (MS) - 2.02% For item no: 2 (HSD) - 1.77%
4.	<u>Validity of the Contract:</u> The validity of the contract shall be for a period of ONE year from the date of issue of this purchase order or till the ordered quantities are supplied whichever is earlier.
5.	<u>Price Variation (For Item Nos. 1 & 2)</u> The rates mentioned in Section-A of Purchase Order is as per the prevailing rates applicable on 03/08/2023. However in case of any increase or decrease in rates at the time of delivery due to Govt's notification/s same rates will be applicable to this order for the quantities drawn from the date of effect of such order/s subject to submission of documentary evidence from your principals M/s. Indian Oil Corporation Limited, Madurai, Tamilnadu. However, the discount as indicated in clause no: 3 shall be maintained throughout the currency of the contract.

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6.	<u>Officer-In-Charge to Authorize Drawal of HSD & Petrol:</u> Shri. B. Mahesh, Manager (C&MM) Kudankulam Nuclear Power Project, NPCIL, Kudankulam PO, Radhapuram Taluk, Tirunelveli - 627 106. Note: The Officer-In-Charge shall issue the list of Officials authorized for signing the coupons along with their specimen signature. Delivery shall be made only against specific written authorization (i.e Coupon) with ink signature & seal, indicating therein the quantity of issue to be made from the authorized officials. No delivery shall be made without authorization from the authorized officials. Acknowledgement from our representative to whom such coupons are issued for drawal with quantity of issue shall be taken and such acknowledgements shall accompany your bills for payment.
7.	<u>Security Deposit:</u> i. In terms of clause no. 3.4.2 of GCC/Supply-1/Rev-5 and clause no. 1.1 of SCC, the supplier shall furnish a Security Deposit for Rs. 10,00,000/- (Rupees Ten Lakhs only) being the 10% of the Monetary value of contract. ii. The Security Deposit shall be furnished in the form of a Bank Guarantee to be got executed by any Scheduled / Nationalised Bank except co-operative banks in favour of the Purchaser within 30 DAYS from the date of issue of this Purchase Order ie, on or before 29/09/2023 in a form and manner acceptable to the Purchaser (Format enclosed). iii. The Bank Guarantee shall remain valid up to One year from the date of issue of purchase order + grace period of 3 months. iv. If the Contractor fails to provide the Security Deposit as stated herein above, within 30 days from the date of issue of the Purchase Order such failure shall constitute a breach of contract and the Purchaser shall be entitled to cancel the Contract and make alternate arrangements for the purchase of the stores contracted from other sources at the risk and expense of the Contractor hereof and / or recover from the Contractor the damages arising from such cancellation. v. In the event of the Contractor fails to fulfill the obligations under the Contract, the Purchaser shall have the right to encash and appropriate Security Deposit Bank Guarantee. <u>Special Instructions:</u> Bank guarantee(s) shall be got executed from any of the Scheduled /Nationalized



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	Bank strictly in conformity with the prescribed format. Request your Bankers to send the Bank Guarantee along with Covering Letter directly to Head (C&MM), Kudankulam Nuclear Power Project, NPCIL, Kudankulam PO, Radhapuram Taluk, Tirunelveli - 627 106. Where the Contractor fails to maintain the Contractual Delivery Schedule, the Contractor shall extend the validity of Bank Guarantee (s) without prejudice to the terms and conditions of the contract.
8.	<u>Contractual Delivery Schedule:</u> Supply of HSD & MS shall be made within 3 days from the date of each requisition (In the form of coupon) issued by NPCIL-KKNPP.
9.	<u>Liquidated Damages:</u> In case of any delay in executing the contract as per the scope defined in the "Contractual Delivery Schedule Clause" for individual request, Liquidated Damages at the rate of 1% per week or part thereof on the delayed/undelivered portion of supplies will be recovered from your bills subject to a maximum of 5% of the value (Basic Price) of the delayed/undelivered quantity. Goods and Service Tax on Liquidated Damages, as applicable shall be borne by the Contractor and shall be recovered from the payment due to them.
10.	<u>Payment:</u> Payments shall be made on monthly basis after submission of documents as mentioned at clause no.11.
11.	<u>Paying Authority:</u> The following documents shall invariably submitted to DGM (F&A), Kudankulam Nuclear Power Project, NPCIL, Kudankulam PO, Radhapuram Taluk, Tirunelveli - 627 106 for payment. - Contractor's Bills/ Invoices in triplicate. - In case of any revision in rates of HSD or MS then suitable original documentary evidence issued by Oil Marketing Company (in OMC's Letter Head) shall be submitted along with the bills or invoices. - Details of NPCIL-KKNPP issued coupon number, date of filling, vehicle registration number/equipment registration number, quantity, receiver's name and designation, rate of HSD/MS and total value shall be submitted along with the bills or invoices.



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- iv. NPCIL-KKNPP issued original coupons for filling HSD or MS has to be dully acknowledged with seal and sign by the retail outlet. The same shall be submitted along with the bills or invoices.
- v. Bill / Memo issued by the contractor for each supply shall contain receiver's name and signature.
- vi. Declaration in respect of TDS as per the format duly filled and signed with office seal (Annexure-C enclosed).
- vii. Submission of Bank Guarantee towards Security deposit.
- viii. A certificate in Original duly signed with official seal & date by Officer-In-Charge that the quantity claimed for payment is as per the actual quantity drawn.

Please Note:

- i. It shall be noted that no payment will be released by our paying authority, unless otherwise all the required documents, certificates, documentary evidence/s in support of their claim etc., are submitted in terms of order.
- ii. To avail Payment through RTGS/ECS mode, kindly furnish the following details in your invoice & Any charges towards the same will be to your Account.

Name of the Party :

Name of the Bank :

Account Number :

IFSC Code No. :

(11 digits)

Note: The total monetary limit of the contract shall not exceed INR. 1,00,00,000/- (One Crore only) (inclusive of all taxes + duties & other allied charges)

12. Termination of Contract:

NPCIL reserves the right to terminate the Contract in full or part without assigning any reason whatsoever.



P/S 30/08/2023

13.	<u>Arbitration / Settlement of Disputes</u> As per clause no 14 of GCC/Supply-1/Rev-5.
14.	<u>Note to supplier:</u> i. The supply of Petrol and Diesel shall be of genuine products and in case any adulterations are found, contract will be cancelled and suitable action will be taken against the contractor. ii. Always quote our complete Purchase Order reference in future correspondence iii. A copy of Challan / Invoice shall be forwarded to this office for records after complete supply is made against this order. iv. Details of NPCIL-KKNPP issued coupon number, date of filling, vehicle registration number/equipment registration number, quantity, receiver's name and designation, rate of HSD/MS and total value shall be submitted along with the bills or invoices to Officer-in-charge. v. NPCIL-KKNPP issued original coupons for filling HSD or MS has to be dully acknowledged with seal and sign by the retail outlet. The same shall be submitted along with the bills or invoices to Officer-in-charge. vi. Bill / Memo issued by the contractor for each supply shall contain receiver's name and signature.
15.	<u>Jurisdiction:</u> The courts within the local limits of place [ie., Tirunelveli] from which the Contract is awarded shall have exclusive jurisdiction to deal with and decide all disputes arising out of related Contract.
16.	<u>Other Conditions:</u> All other terms & conditions of GCC/Supply-1/Rev-5 will be applicable to this contract.

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(P Arun Kumar)
DGM (C&MM)

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



SECTION 'C'

Other Terms and Conditions:

Sr. No.	Item / Description
1.	Quantity mentioned in this order is tentative. But there is no guarantee for drawing full quantity as indicated in this order at any time (or) throughout the period of contract.
2.	The supply of High Speed Diesel (HSD) and Petrol (Motor Sprit - MS) is required for filling it in NPCIL-KKNPP owned vehicles / equipments/ Containers.
3.	The supply of HSD and MS will be requisitioned through a document (NPCIL-KKNPP printed coupons) and the coupons shall be signed by the authorized officials of NPCIL-KKNPP. List of authorized officials for signing the NPCIL-KKNPP coupons shall be intimated after placement of contract.
4.	NPCIL-KKNPP owned vehicles / equipments/containers shall be sent to the retail outlet of the contractor for filling HSD and MS. In certain circumstances requirements exists for filling it in container, in those cases necessary requirement shall be indicated / mentioned in the NPCIL-KKNPP issued coupons.

P. Arun Kumar
30/08/2023

(P Arun Kumar)
DGM (C&MM)

For and on behalf of Nuclear Power Corporation of India Ltd.



Declaration Form for TDS

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

Certified that: (Please Tick all appropriate boxes):

- ☐ (a) Whether Provisions of Section 194Q are applicable (For Supply of Goods worth 50 Lakhs p.a): YES/NO
- ☐ (b) We have filed the return of income for the previous 2 years (AY _____ & AY _____) preceding the year in which tax is liable to be deducted, within the prescribed time limit and hence, confirm that applicable rate of TDS is at Normal Rate (0.1% as on date)
- ☐ (c) We have linked the PAN to Aadhar and the PAN is not Inoperative (applicable in case of Individuals)

Incomplete information against point (a), (b) & (c) above under Declaration form for TDS, shall be subject to deduction of tax at higher rate as applicable (5% as on date)

Signature of Contractor or their Authorised Representative with company seal.

(To be submitted in Non-judicial Stamp Paper of Appropriate Value)

SECURITY DEPOSIT

NUCLEAR POWER CORPORATION OF INDIA LIMITED,

Acting through SITE DIRECTOR

Address :

Site Director
Kudankulam Nuclear Power Project
Kudankulam PO.,
Radhapuram Taluk,
Tirunelveli District- 627 106

Sir,

1. In consideration of the NUCLEAR POWER CORPORATION OF INDIA LIMITED (herein after called 'The Purchaser') having agreed to exempt _____ (herein after called The said Contractor(s)) from the demand, under the terms and conditions of an agreement no: _____ dated _____ made between _____ and _____ for _____ (herein after called "The said Agreement"), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement on production of a Bank Guarantee for Rs. _____ (Rupees _____ only). We, _____ (indicate name of bank) at the request of _____ contractor(s) do hereby undertake to pay to the Purchaser an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.
2. We, _____ (Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement or by reason of the Contractor(s)'s failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by Bank under this guarantee. However, our liability under this guarantee, shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We undertake to pay to the Purchaser any money so demanded not withstanding any dispute or disputes raised by the Contractor(s)/ Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.

4. WE, _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said agreement have been fully paid and its claims, satisfied or discharged or till the NUCLEAR POWER CORPORATION OF INDIA LTD. certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. The guarantee is valid until _____ and unless a demand or a claim under this guarantee is made on us in writing on or before the _____ (i.e. including claim period of three months) we shall be discharged from all liability under this guarantee thereafter.
5. WE _____ (indicate the name of bank) further agree with the Purchaser that the Purchaser shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement, to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
7. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of Purchaser in writing.
8. Notwithstanding what is stated in the above paragraphs, our liability under this guarantee will be restricted to Rs. _____ (Rupees _____ only).
9. Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of the guarantee can be made only by the beneficiary directly.

Dated the _____ day of _____ 20

For _____
(indicate the name of the Bank)