

	न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड NUCLEAR POWER CORPORATION OF INDIA LIMITED (A Government of India Enterprise) MADRAS ATOMIC POWER STATION Kalpakkam – 603 102 Chengalpattu Dist. (T.N.) CONTRACTS & MATERIAL MANAGEMENT	 2021  TECHNOLOGIES FOR NEW INDIA @ 75 आज़ादी का अमृत महोत्सव
पसं CIN: U40104MH1987GOI149458 वेबसाइट पता Website Address: www.npcil.nic.in		

Purchase Order No. : CMM/MAPS/EM/03562/PO.14793		Date : 20 SEP 2023			
To, M/s. Pneumatic Vacuum Elevators and Lifts India Private Limited, Survey No. 344/2A1, Ward No. 1/8, Nellikuppam road, Karanai Puduchery, Guduvanchery, Chengalpattu distt. Tamilnadu- 603 202. P: 044-27438737. 7550398777 email:syed@vacuumelevators.com		Project / Station : MAPS-1&2 USI No. : 53100 Ref. : Your offer no. TN/MK/0823/739 DT. 11.8.23 Budget Head : Capital			
Dear Sir, Your offer in the CPPP PORTAL tender No. CMM/MAPS/EM/03562 to supply the under mentioned Stores is accepted for and on behalf of Nuclear Power Corporation of India Ltd., subject to the General Condition of Contract governing the supply of Stores, entitled "General Conditions of Contract Governing Supply of Stores" applicable to the contract for indigenous stores placed by the Nuclear Power Corporation of India Ltd. (A Government of India Enterprise) and subject to the terms and condition contained in the Purchaser Order, to the extent of the quantity and at the price specified in the attached document:					
Sr.No.	Description	Quantity	Unit	Rate	Value
1.0	SUPPLY, ERECTION COMMISSIONING & TESTING OF 3 PASSENGER ELEVATOR. LIST OF ANNEXURES ENCLOSED. SECTION-A: ITEMS, PRICE SCHEDULE ,TECHNICAL SPECIFICATION AND DRAWING. SECTION-B: OTHER TERMS AND CONDITIONS SECTION-C: GST DECLARATION FORMAT SECTION-D: E PAYMENT DETAILS. SECTION-E: SECURITY DEPOSIT FORMAT SECTION-F: PERFORMANCE BOND FORMAT				
NPCIL / MAPS GSTIN No: 33AAACN3154F2ZW					
Prices :As per Section-B		Delivery Place & Place of delivery :As per Section-B			
General Condition 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 Enterprise) detailed in and this Purchase Order shall be the sole repository of the Contract.					
Please acknowledge receipt immediately					
Your faithfully,  (UMESH SHAH) Senior Manager (CMM) For & on behalf of NPCIL Email id: umeshshah@npcil.co.in					

Important:

1.

Bills should be submitted in triplicate to the Paying Authority at the address as indicated in the Purchase Order alongwith all relevant Documents and as specified in this Purchase Order.

Delievery Instructions:

1.

Stores are to be delivered at the place of the delivery stipulated in this Purchase Order on any working day between 10.30 a.m. to 3.00 p.m.

2.

No Stores shall be accepted by the Stores unless Delivery Challan giving full details of the Purchase Order No. and Date, Description of Stores, Quantity, Make, Unit and Gross Weight or Net Weight is submitted with the Stores. In absence of any of the above, the Store-keeper shall refuse to take delivery of Stores.

	NUCLEAR POWER CORPORATION OF INDIA LIMITED A Government of India Enterprise) MADRAS ATOMIC POWER STATION Kalpakkam – 603 102 Chengalpattu Dist. (T.N.) CONTRACTS & MATERIAL MANAGEMENT	 2021 
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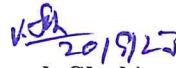
SECTION -A to PO No. CMM/MAPS/EM/03562 PO.14793 DT. 20 SEP 2023

ITEMS AND PRICE SCHEDULE

S.NO	ITEM DESCRIPTION	QTY.	UOM	UNIT PRICE ₹	TOTAL PRICE ₹
1.	Supply, Erection, Commissioning & testing of 3 Passenger Elevator, Wheel Chair accessible 52 inches Vacuum Elevator (Split Size)-(complete size). Technical specification as per annexure enclosed.	1 set	Per set	2330500.00	2330500.00
2.	Necessary Civil Modifications for installation of above capacity Vacuum elevator to suit to site condition.	1 No.	EACH	47200.00	47200.00
	Total Price				2377700.00
	(Rupees twenty three lakhs seventy seven thousand and seven hundred only.)				
	The above prices are inclusive of GST @18%				

The following shall be in the scope of the contractor:

- 1) Supply, Erection, Coimmissioning and testing.
- 2) All the tools and tackles for this erection, commissioning and testing.
- 3) Modification of existing location or the concrete cutting at required location should be done.
- 4) Free AMC for 12 months shall be in the scope of the contractor from the date of Supply, Erection, Commissioning and testing.


(Umesh Shah)
 Senior Manager (CMM)
 For and on behalf of NPCIL.

	न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड NUCLEAR POWER CORPORATION OF INDIA LIMITED (A Government of India Enterprise) MADRAS ATOMIC POWER STATION Kalpakkam – 603 102 Chengalpattu Dist. (T.N.) CONTRACTS & MATERIAL MANAGEMENT	 2021 कर्मचारी ने काम करेगा 
निपसं CIN: U40104MH1987GOI149458		वेबसाइट पता Website Address: www.npcil.nic.in

SECTION-B: PO.No.CMM/MAPS/EM/03562 PO. 14793 DT. 20 SEP 2023

OTHER TERMS & CONDITIONS

1.0. PRICES

- 1.1. Prices stipulated in section-A of Purchase Order are for Supply, Erection, Commissioning and testing of the ordered items on "DAP (Delivered at place), Nuclear Power Corporation of India Limited, Madras Atomic Power Station, Kalpakkam" basis.
- 1.2. Prices shall remain firm throughout the currency of this Contract.

2.0. GOODS AND SERVICE TAX

- 2.1. Prices are inclusive of GST @18%. While claiming GST, the contractor shall submit a certificate as per format in section – C.
- 2.2. The purchaser shall not be liable to pay any increase in GST or any other statutory levies that might come into force after expiry of contractual delivery period if the delivery is delayed beyond the contractual delivery period, due to the reasons not attributable to the Purchaser.
- 2.3. Considering the Anti-profiteering measures provided in relevant provision of CGST Act and SGST Act, it is obligatory for the Supplier/ Contractor to pass on the benefit of additional input tax credits / lower output tax in GST regime to the purchaser by way of Price Reduction. The Supplier / Contractor shall submit a certificate as per format Section - C along with their invoice
- 2.4. Contractor's GSTIN No: 33AAKVP9030C1ZO

3.0. PACKING

The ordered items shall be properly packed to avoid transit damage.

4.0. CONSIGNEE / PLACE OF DELIVERY

Manager (Materials), Madras Atomic Power Station, Kalpakkam - 603 102. (Ph:044-27485556, 27485606)

5.0. MODE OF DESPATCH:

The consignment shall be despatched through a reliable transport carrier who are registered as common carrier.

6.0. DESPATCH INSTRUCTION:

Please ensure that the vehicle carrying the ordered items reaches plant site before 12 noon on any working day. If it reaches late or on holidays, the vehicle is liable to be detained for the next working day and no detention charges will be paid by us. Please also ensure that the driver of the vehicle shall have valid driving license, RC book and insurance of the vehicle. Otherwise, the vehicle will not be allowed inside plant site.

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7.0. DELIVERY PERIOD:

7.1. The supply shall be made within 6 weeks from the date of purchase order on or before

...01/11/2023

7.2. In case the supplier fails to complete the contract and secure extension of contract completion date before effecting delivery of the items against the contract, acceptance of such stores by the Purchaser will in no way prejudice the right of the purchaser to levy liquidated damages for delayed deliveries nor will it entitle the contractor for payment of statutory levies that comes into force after the expiry of the contract delivery date.

8.0. LIQUIDATED DAMAGES:

In case of any delay in completion of contract beyond the contractual delivery date, liquidated damages @ 1% per week or part thereof subject to a maximum of 5% of contract value of delayed/undelivered portion of supplies along with GST as applicable will be recovered from your bills.

9.0. Officer-in-Charge for Erection, Commissioning and testing:

9.1. Modification of existing location or the concrete cutting at required location shall be done by contractor with the approval of our Engineer.

9.2. Supply, Erection, Commissioning and testing shall be done by the contractor. Please contact Shri D. Rupesh Kumar, SO/E, EM Section, Madras atomic Power Station, Kalpakkam – 603102 (email id. drupeshkumar@npcil.co.in) for Modification of existing location or the concrete cutting at required location, erection, commissioning and testing.

9.3. A Satisfactory commissioning and testing certificate shall be obtained from the above Engineer and shall be submitted along with your bills for making payment.

10.0. PAYMENT

10.1. 100% Payment will be made within 30 days from the date of receipt and final acceptance of ordered items at our site at Kalpakkam.

10.2. Following documents shall be submitted to Manager (Materials), Stores Unit, Kalpakkam.

- a. GST Invoice in triplicate along with e-payment details (format enclosed) shall be submitted to Manager (Materials), Nuclear Power Corporation of India Limited, Madras Atomic Power Station, Kalpakkam – 603102, Tamil Nadu. Phone: 044- 27485606 / 044-27485617.
- b. Delivery Challan – itemized with quantity.
- c. Copy of invoices raised against the order.
- d. Declaration Form for GST as per Section-C.
- e. TDS on GST if applicable will be recovered while making payment.
- f. A Satisfactory erection, commissioning and testing certificate duly signed and stamped from our Engineer.

10.3. All documents shall invariably have reference of our purchase order number on it.

10.4. In the event of any rejection, replacement/refund shall be arranged within 15 days from the date of such intimation from our Senior Manager (Materials), MAPS, Kalpakkam.

11.0. PAYING AUTHORITY

Manager (F&A), Madras Atomic Power Station, Kalpakkam - 603 102. (ph: 044-27485219). E-mail: puru@npcil.co.in

12.0. SECURITY DEPOSIT

12.1. The contractor shall furnish a Security Deposit in the form of a Bank Guarantee (format enclosed) for a sum of Rs. 201500/- (Rupees two lakhs one thousand and five hundred only) (equivalent to 10% of the order value) from any Nationalized / Scheduled bank for satisfactory performance of the Contract. The bank guarantee shall be submitted within 30 days from the date of receipt of this order. The bank guarantee shall be valid till the delivery period / completion of contract plus a grace period of 3 months for lodging of claims, if any. Security Deposit will summarily be forfeited for non-compliance of contractual obligations.

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12.2. If the contractor fails to provide the Security Deposit as stated herein above, such failure shall constitute a breach of Contract and the Purchaser shall be entitled to cancel the contract and make alternate arrangement for purchase of the stores contracted, from other sources, at the risk and expense of the contractor here of and / or recover from the contractor the damages arising from such cancellation.

12.3. In the event, the Contractor fails to fulfill the obligations under the Contract; the Purchaser shall have the right to encash the Security Deposit Bank Guarantee. This right shall be in addition to and without prejudice to the rights of the Purchaser to recover from the Contractor any loss or damages that the Purchaser is herein entitled.

13.0. PERFORMANCE BOND

The Contractor shall furnish a Performance Bond in the form of a Bank Guarantee (format enclosed) for a sum of Rs. 201500/- (Rupees two lakhs one thousand and five hundred only) (equivalent to 10% of the order value) from any nationalized / scheduled bank for satisfactory performance of the equipment. The Bank guarantee shall be valid throughout the guarantee period. A grace period of 3 months for making claim, if any shall be allowed after completion of the validity period of the BG.

14.0. BANK GUARANTEES/INSURANCE SURETY BOND

14.1. Bank Guarantees towards Security Deposit & Performance bond shall be submitted directly by issuing bank to Head (C&MM), Madras Atomic Power Station, Nuclear Power Corporation Of India Limited, Kalpakkam – 603 102.

14.2. Insurance Surety bond is also acceptable in place of Bank Guarantee.

15.0. GUARANTEE

15.1. The materials covered under this order shall be guaranteed for trouble free performance against any manufacturing defects for a period of 5 years from the date of acceptance. During that period if any defects arising out of faulty materials, design or bad workmanship, the same shall be repaired/replaced by you on free of cost basis.

15.2. Free AMC for 12 months shall be in the scope of the contractor from the date of Supply, Erection, Commissioning and testing.

16.0. ARBITRATION:-

As per clause no. 14.2 of General Conditions of Contracts GCC/SUPPLY-1/R.5.

17.0. JURISDICTION LAW GOVERNING THE CONTRACT:-

The Courts in Mumbai shall have jurisdiction to deal with and decide any dispute arising out of this contract. The contract shall be governed by the law of India for the time being in force.

18.0. OTHER TERMS & CONDITIONS:-

All other terms and conditions applicable to this contract will be governed by the General conditions of contract GCC/SUPPLY-1/R.5.


(UMESH SHAH)
Senior Manager (CMM)
For and on behalf of NPCIL.

Technical specification and Scope of work

Sl No	Description	Parameters
A	GENERAL	
1	Number of floors	G+2 (3 stop)
2	Rated Load	225 to 260 kg and above (Three people)
3	Maximum Speed	Less than 0.15m/s
4	Type of Elevator (Turbine & Motor assembly)	Vacuum Elevator (Split unit type)
5	Wheelchair accessible	YES
6	Max Travel height	7000mm to 15000mm
7	Clear space requirement in diameter	1350mm to 1450mm
8	Minimum overhead clearance	Split Unit (turbine motors located remotely) 97" minimum (2650mm to 2700mm)
9	Power supply requirement	220V, 60/50 Hz, 22 to 40 Amps single phase power supply
10	Turbine motors rating	5KW and up to 10 KW
11	Principle of operation	During ascent the system extracts air from the top, creating a vacuum that makes the elevator car to go upwards. For descent the intake of air is controlled, causing the car to smoothly move downwards due to gravity.
12	Base Pit or Machine room requirement	No Pit or Machine room required. Bottom level floor must be 100% level as elevator rests on existing floor.
13	Head Unit consist of	Turbines, valves, and the controllers
14	Location of Head Unit	Separately (split unit) at distances of up to 30 to 40 feet from the lift
15	Requirement of Oils or Lubrication requirement	Nil
B	EXTERNAL SPECIFICATIONS	
1	Support Structure type	Self Support Structure
2	Support Structure Material	Corrosion free and light in weight aircraft-grade aluminium and galvanized steel structure.
3	Cylinder material	Lightweight, Cylindrical in shape, Transparent and curved polycarbonate material
4	View from cylinders	360 Degree Panoramic View
5	External cylinder diameter	1350 to 1450mm
6	Minimum overhead clearance	2650mm to 2750mm
7	Landing Door height	2000 to 2100mm
8	Clear Door Access	Maximum 805 to 815mm
9	Landings	Balcony Mount Landings
C	INTERNAL SPECIFICATIONS	
1	Support Structure type	Self Support Structure
2	Support Structure Material	Corrosion free and light in weight aluminium and galvanized steel structure.

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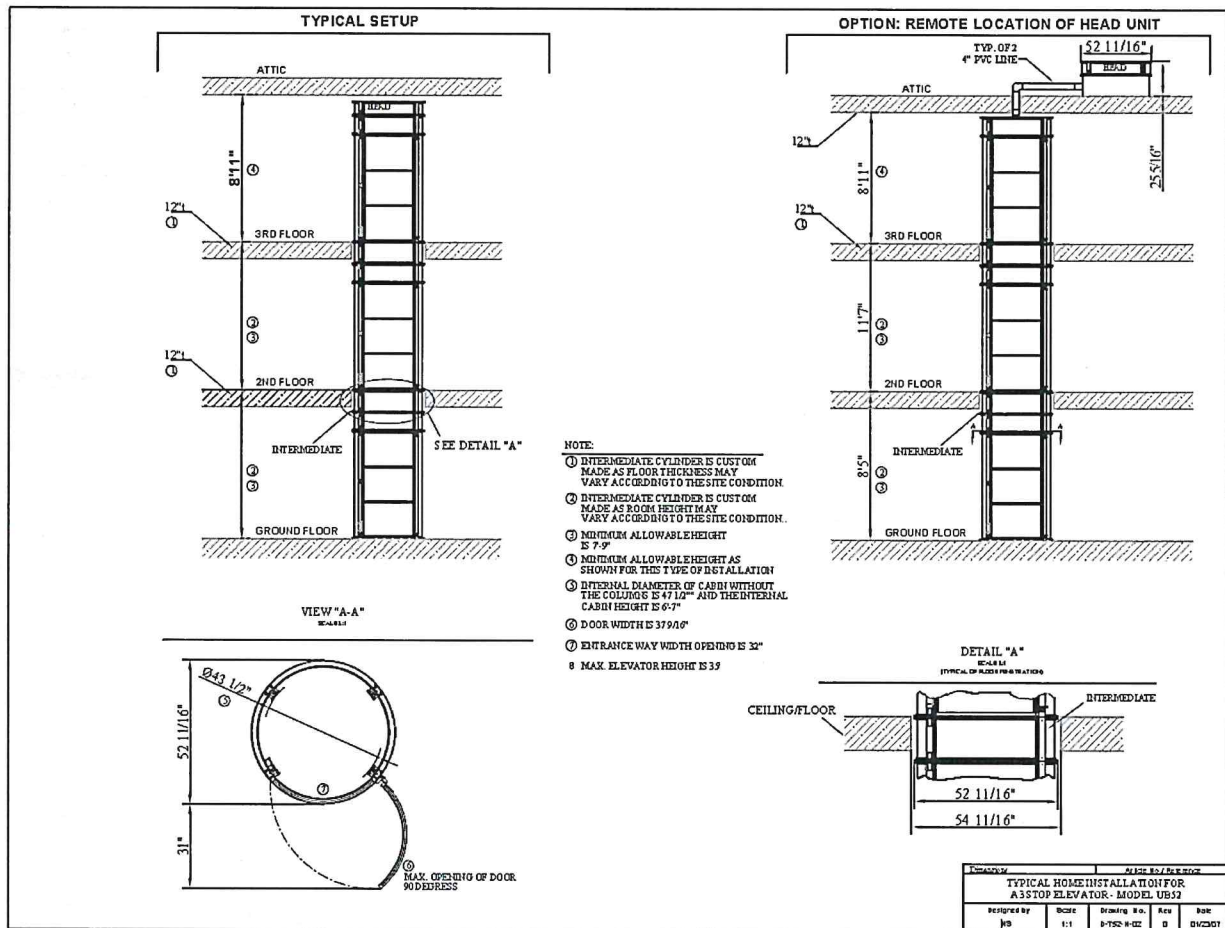
3	Cylinder material	Lightweight, Cylindrical in shape, Transparent and curved polycarbonate material
4	View from cylinders	360 Degree Panoramic View
5	Internal cabin height	1935mm to 2010mm
6	Internal cabin diameter	1118mm to 1220mm
7	Type of Control	Push and Run
8	Power Supply inside Cabin	24 V or 48 V DC
9	Cabin Operating Panel Type	Single collective with Illuminated buttons
10	Overload Indication	Built on COP (Cabin Operating Panel)
11	Cabin fan and light	LED Spot Light and Fan
12	Number of doors provided in each landing level	Each landing level specified will be provided with only one door.
13	Default hinges position (from outside the cabin)	Right/Left
14	Optional hinges position (from outside the cabin)	Right/Left
15	Door Operation	Electromechanical
16	Call controls	Push buttons inside car and landing stages entrances
D	STANDARD OPTIONS	
1	Overload limiting system	Yes
2	Panic Alarm Button	Yes
3	Emergency Telephone	Yes
4	LED light and DC Fan	Yes
5	Emergency Lowering Button	Yes
6	LOP (Landing operated panel) & COP(Cabin operated panel)	Yes
7	Automatic descent in the event of power failure	Yes
8	Mechanical emergency brakes	Yes
9	Electromechanical interlocks at each landing	Yes
10	Life Time Warranty	Motor & Vacuum Seal
E	EXTRA OPTIONS	
1	Door opening	RHS/LHS
2	Door access	Inline or 180 ° door opening
3	Supporting Ring	02 Nos
4	Wheelchair accessible	YES
5	Available Door openings	Door opening should be inline of 180 degree per floor.
6.	Cabin folding seat	Foldable seat inside the car is acceptable to us.
F	SAFETY FEATURES	
1	In case of a power outage during the operation of the elevator, the elevator's car automatically descends to the ground floor. The passenger can open the door manually and step out without any technical assistance.	
2	In the unfortunate event of the elevator getting stuck between two floors, the 'Emergency Landing Button' placed inside the elevator's cabin and on the controller enables the user to land the elevator on the ground floor.	

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3	Mechanical emergency brakes for freefall in vacuum loss or catastrophic failure.
4	In case of Pneumatic pressure failure or if the lift travels beyond the designated speed, the 'Sure Stop' safety feature locks the elevator's car within 2 inches
5	Machine Directive 2006/42/EC-Elevator safety standards or ASME A17.7 Certification
6	The Conventional Lock on the door can be used to manually unlock the elevator, in case of an emergency.
G	GENERAL CONDITION
1	5 years warranty from the date of completion of installation
2	Free AMC for 12 Months from the date of completion of installation.
3	Three sets of manuals and drawings shall be given in soft and hard copies.

H	SCOPE OF WORK	
a	BY CONTRACTOR	
1	Supply, Erection, commissioning and Testing is under the scope of contractor	
2	Modification of existing location or the concrete cutting at required location shall be done by contractor.	
3	All the tools and tackles for this erection, commissioning and testing is under the scope of contractor	
b	BY DEPARTMENT	
1	Separate single space power supply with neutral and earth with 63 Amps MCB will be provided.	


 20/9/23
उमेश शाह UMESH SHAH
 वरिष्ठ प्रबंधक (सं.सा.प्र.) Senior Manager (CMM)
 सौविधा एवं संचालन प्रबंधन
 Contracts & Maintenance Management
 न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड
 NUCLEAR POWER CORPORATION OF INDIA LIMITED
 (भारत सरकार का स्वतंत्र उपक्रम of India Enterprise)
 मद्रास 600 025 Atomic Power Station
 मद्रास 600 025



Declaration Form for GST

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

Certified that: (Please Tick all appropriate boxes)

- ☐ (a) Additional Input Tax Credit under GST availed against invoices submitted here under is Rs. _____.
- ☐ (b) Certified that the goods and services on which GST has been charged are not exempted under the GST Act or the rules made there under and the amount charged on account of GST on these goods and services are not more than what is payable under the relevant act or the rules there under.
- ☐ (c) Certified that we have taken into account all input tax credits available under GST and have not loaded the same in the basic price while furnishing their bids.
- ☐ (d) Certified that in respect of amount of taxes claimed in the bill no claim is pending for refund/or is admissible for refund from any other agency and /or no other tax credit is available in respect of the same. In the event of getting refund in whole or in part of the element of GST claimed from Government, the same shall be passed on the benefit to the Purchaser by remitting the amount equivalent to the amount of refund obtained.
- ☐ (e) Certified that the GST charged herein the invoices has been/ shall be deposited within the due date and the Invoice details have been / shall be populated in GSTR1/ANX-1 of the GSTN portal facilitating Input Tax Credit to the Purchaser.
- ☐ (f) Certified that we have complied with the Anti-profiteering measure provisions under CGST/SGST/UTGST Acts and passed on commensurate reduction of price to the purchaser.
- ☐ (g) Certified that a quarterly statement shall be submitted to NPCIL confirming the payment of GST invoiced on NPCIL along with copy of GST paid Challan.

Declaration Form for TDS

The Supplier/Contractors 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): YES/NO
- ☐ (b) We have filed the return of income for both the financial years (F.Y. _____ & F.Y. _____) 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)

Declaration Form for Status of the Company

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

Certified that: (Please Tick all appropriate boxes):

- (a) Whether Supplier is Company/LLP: YES/NO
 - (b) Whether Company/LLP is declared as Strike Off Company/LLP in FY :Yes/NO
- We have attached necessary documents downloaded from Ministry of Corporate Affairs

Signature of Contractor or their Authorised Representative with company seal.

THE FOLLOWING DETAILS SHALL BE PROVIDED ALONGWITH YOUR INVOICE FOR E-PAYMENT WITH A COPY TO THE MANAGER(C), CONTRACTS & MATERIALS MANAGEMENT, MADRAS ATOMIC POWER STATION, KALPAKKAM - 603 102 :

1. NAME OF CONTRACTOR / SUPPLIER :
STATORY BODIES
2. TENDER/WO/PO/OTHER REF NO. :
3. NAME OF THEIR BANKER :
4. NAME OF THE BRANCH :
5. ACCOUNT NO. :
6. ACCOUNT TYPE :
(SAVING/CURRENT OR OTHER)
7. BRANCH CODE INCLUDING MICR
CODE AVAILABLE IN THE CHEQUE :
BOOK
8. CUSTOMER ID :
9. RTGS CODE :
10. IFSC CODE :
11. EMAIL ID :

DATE:

SIGNATURE OF CONTRACTOR/
SUPPLIER WITH RUBBER STAMP

SECURITY DEPOSIT

NUCLEAR POWER CORPORATION OF INDIA LTD,
(Acting Through)
STATION DIRETOR,
MADRAS ATOMIC POWER STATION
KALPAKKAM-603102.

1. In consideration of the Nuclear Power Corporation of India Limited (hereinafter called 'The Purchaser') having agreed to exempt _____ (hereinafter called 'The said Contractor(s)') from the demand, under the terms and conditions of an agreement dated _____ made between _____ and _____ for _____ (hereinafter called 'The said Agreement'), of security deposit for the due fulfilment 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 the name of the bank) at the request of _____ contractor(s) do hereby undertake to pay to the Purchaser an amount not exceeding Rs. _____ (Rupees _____ only) 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 notwithstanding 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 discharged of our liability for payment thereunder and the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.

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4. We, _____(indicate the name of the 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. Our guarantee shall remain in force until _____(Supply date) and unless a demand or a claim under this guarantee is made on us in writing on or before the _____(three months after the supply date) 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 relived 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 of 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).

Dated the _____ day of _____ 200

For _____
(indicate the name of the Bank)

PERFORMANCE BOND

NUCLEAR POWER CORPORATION OF INDIA LTD
(A Government of India Enterprise)
(Acting through)
STATION DIRECTOR
MADRAS ATOMIC POWER STATION,
Kalpakkam-603102.

1. WHEREAS on or about the _____ day of _____ 200 M/s. _____ a Company under the Companies Act 1956 and having its registered office at _____ (hereinafter referred to as 'The Contractor') entered into an agreement bearing No. _____ (hereinafter referred to as the 'The Contract'), with Nuclear Power Corporation of India Limited (A Government of India Enterprise) acting through Station Director, Nuclear Power Corporation of India Limited, Madras Atomic Power Station (hereinafter referred to as Purchaser) for supply of _____ (hereinafter referred to as 'The Equipment').
2. AND WHEREAS under the terms and conditions of the contract an amount of Rs. _____ (Rupees _____ only) representing balance _____ percent payment out of the total value of the contract i.e., Rs. _____ (Rupees _____ only) is to be paid to the Contractor on the final acceptance of the equipment and on the Contractor furnishing a Bank Guarantee in a manner herein contained duly executed by a Scheduled/Nationalised Bank towards satisfactory performance of the equipment during warranty period, viz _____ months from the date of receipt & acceptance of the equipment/material at Purchaser's Site, as defined in the conditions of the Contract.
3. NOW WE, the _____ (Bank) in consideration of the promises and the payment of the said sum of Rs. _____ (Rupees _____ only) by the Purchaser to the Contractor do hereby agree and undertake to pay to the Nuclear Power Corporation of India Limited, on behalf of the Contractor, the amount due and payable under the guarantee without any demur, merely on a demand from the Nuclear Power corporation of India Limited stating that the amount claimed is due by way of loss or damage caused to, or suffered by the Purchase by reason of unsatisfactory performance of the equipment during the warranty period. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

4. We undertake to pay to the Purchaser any money demanded notwithstanding any dispute or disputes raised by the Contractors, in any suit or proceedings 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) shall have no claim against us for making such payment.
5. WE HEREBY, further agree that the decision of the Nuclear Power Corporation of India Limited as to whether the said equipment is giving satisfactory performance or not during the warranty period and as to the amount of damages suffered by the Purchaser on account of unsatisfactory performance of the said equipment shall be final and binding on us.
6. AND WE, the _____ (Bank) do hereby agree that our liability hereinunder shall not be discharged by virtue of any agreement between the Purchaser and the Contractor whether with or without our knowledge and/or consent or by reason of the Purchaser showing any indulgence or forbearance to the Contractor whether as to payment, time for performance, or any other matter whatsoever relating to the contract, which but for this provision, would amount to discharge of the surety under the law.
7. THIS guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. OUR Guarantee shall remain in force until _____ and unless a claim under the guarantee is lodged with us within three months from that date, all rights of the Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder.

Dated the _____ day of _____ 201

For _____
(indicate the Name of the Bank)

Bank Email Address:

Bank Fax No:

Signature Not Verified

Digitally signed by UMESH SHAH

Date: 2023.09.21 12:58:46 IST

Location: eProcurement System for Central PSUs