

FORM NO. CMM 45(Rev. 2)
TIN No. - 08242901157

न्यूक्लियर पावर कॉरपोरेशन ऑफ इंडिया लिमिटेड

NUCLEAR POWER CORPORATION OF INDIA LIMITED

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

काकरापार गुजरात साइट Kakrapar Gujarat Site

संविदा एवं सामग्री प्रबन्धन Contracts & Material Management

डाक: अनुमाला, वाया: व्यारा(गुजरात) PO: Anumala-394651 Via: Vyara (Guj.)

फोन : 02626-230665/635/696/233588 फैक्स: 02626-231492

GST Regn. No.- 24AAACN3154F1ZW

PAN No.: AAACN3154F

Purchase Order No: CMM/Station/Unit-1 to 4/CAP/21026/PO- No 73085

Date: 05 JUL 2024

To,

M/s. Micro Process Controls,

Plot No. 3231, Phase 3, GIDC, Chhatral, Tal. : Kalol, Dist. Gandhinagar,
Chhatral-382729 (Gujarat)

Phone No. : 8488965584

E-Mail: marketing@microprocesscontrols.com

Reference(s) : Your offer No. NPC/QTN/JK/2310/21 & email dtd. 04/01/2024, Your email dtd. 07/06/2024 & 02/07/2024.

Dear Sir/ Madam,

Your bid contained in the tender No.CMM/Stations/CAP/21026 dated: 12/10/2023 was due on : 03/11/2023 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 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

Sr. No.	Description	UOM	Qty.	Unit Rate (INR)	Total Value (INR)
As per Section-A Enclosed					
List of Annexures:					
1.	Section A: Schedule of Quantities and Rates				
2.	Section B: Commercial Terms and Conditions				
3.	Section-C: Technical Specifications				
4.	Annexure-F: GST Declaration				

Place of Delivery : Sr. Manager(M), Receipt, C&MM, Kakrapar Gujarat Site

Price Basis and Delivery Period: As per Section-B

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.

Yours faithfully,

(BARUN KUMAR PATRA)
Sr. MANAGER (CMM)

For & on Behalf of Nuclear Power Corporation of India Ltd.
(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. 74701)

PURCHASE ORDER NO. CMM/Stations/CAP/21026/PO-

No 73085

Date : 05 JUL 2024

Sr. No.	Item Description	HSN No. / SA No.	Quantity	UOM	Basic Unit Price (inclusive of P&F Charges) (INR)	Freight & Insurance per Unit (INR)	GST		Total Value (Inclusive P&F, Freight & Insurance and GST) (INR)
							%	Unit Rate (INR)	
1	Silicon oil filled Pressure Gauge as per attached specification with range 0 to 16 Kg/cm ² and least count of 0.5 Kg/cm ² or less than 0.5 Kg/cm ²	90262000	79.00	No.	1595.00	0.00	18.00	287.10 (Extra)	148685.90
2	Silicon oil filled Pressure Gauge as per attached specification with range 0 to 10 Kg/cm ² and least count of 0.2 Kg/cm ² or less than 0.2Kg/cm ²	90262000	99.00	No.	1595.00	0.00	18.00	287.10 (Extra)	186327.90
3	Silicon oil filled Pressure Gauge as per attached specification with range 0 to 6 Kg/cm ² and least count of 0.1 Kg/cm ² or less than 0.1Kg/cm ²	90262000	50.00	No.	1595.00	0.00	18.00	287.10 (Extra)	94105.00
4	Silicon oil filled Pressure Gauge as per attached specification with range 0 to 4 Kg/cm ² and least count of 0.1 Kg/cm ² or less than 0.1Kg/cm ²	90262000	19.00	No.	1595.00	0.00	18.00	287.10 (Extra)	35759.90
5	Silicon oil filled Pressure Gauge as per attached specification with range 0 to 2.5 Kg/cm ² and least count of 0.05 Kg/cm ² or less than 0.05Kg/cm ²	90262000	19.00	No.	1595.00	0.00	18.00	287.10 (Extra)	35759.90
6	Silicon oil filled Pressure Gauge as per attached specification with range -1 to 1.5 Kg/cm ² and least count of 0.05 Kg/cm ² or less than 0.05Kg/cm ²	90262000	15.00	No.	1625.00	0.00	18.00	292.50 (Extra)	28762.50
7	Silicon oil filled Pressure Gauge as per attached specification with range 0 to 25 Kg/cm ² and least count of 0.5 Kg/cm ² or less than 0.5Kg/cm ²	90262000	19.00	No.	1595.00	0.00	18.00	287.10 (Extra)	35759.90
8	Silicon oil filled Pressure Gauge as per attached specification with range 0 to 40 Kg/cm ² and least count of 1 Kg/cm ² or less than 1Kg/cm ²	90262000	19.00	No.	1595.00	0.00	18.00	287.10 (Extra)	35759.90
9	Silicon oil filled Pressure Gauge as per attached specification with range 0 to 60 Kg/cm ² and least count of 1 Kg/cm ² or less than 1Kg/cm ²	90262000	29.00	No.	1595.00	0.00	18.00	287.10 (Extra)	54580.90
10	Silicon oil filled Pressure Gauge as per attached specification with range 0 to 100 Kg/cm ² and least count of 2 Kg/cm ² or less than 2Kg/cm ²	90262000	40.00	No.	1615.00	0.00	18.00	290.70 (Extra)	76228.00
11	Silicon oil filled Pressure Gauge as per attached specification with range 0 to 160 Kg/cm ² and least count of 5 Kg/cm ² or less than 5Kg/cm ²	90262000	24.00	No.	1615.00	0.00	18.00	290.70 (Extra)	45736.80
12	Silicon oil filled Pressure Gauge as per attached specification with range 0 to 250 Kg/cm ² and least count of 5 Kg/cm ² or less than 5Kg/cm ²	90262000	24.00	No.	1615.00	0.00	18.00	290.70 (Extra)	45736.80
			Total						823203.40

*DAP (Delivered at Place) NPCIL, Kakrapar Gujarat Site


(BARUN KUMAR PATRA)
Sr. MANAGER (CMM)

For & on Behalf of Nuclear Power Corporation of India Ltd.

(Computer PO No.: 74701)

PURCHASE ORDER NO. CMM/Stations/CAP/21026/PO-

No. 3085

SECTION-B : COMMERCIAL TERMS AND CONDITIONS**1. PRICE BASIS:**

- i. The Prices Stipulated in the Section-A of the Purchase Order is for DAP (Delivered at Place) NPCIL, Kakrapar Guj Site, PO: Anumala-394651 (Gujarat) on safe delivery basis inclusive of packing & forwarding, freight & transit Insurance and GST.
- ii. The Prices Accepted in the Contract shall remain firm throughout the currency of the Contract.

2. STATUTORY LEVIES (INDIRECT TAXES):

- i. The prices stipulated in Section-A indicate applicable rate of Goods and Services Tax (GST) and any other Indian Indirect Taxes payable in India for the final product / services
- ii. Contractor shall be responsible for payment of all Indian Taxes, Duties including IGST on imports, if any, and all other statutory levies as applicable in connection with supply of the Stores.
- iii. In case of increase in existing taxes/duties and any other new indirect taxes / cess, if levied by Government during the contractual delivery period, the same shall be reimbursed / paid by the Purchaser, as the case may be, at actual against documentary evidence. This provision shall not apply to changes in Personal Income Tax or Corporate Income tax or to changes in non-Indian Taxes.
- iv. For extension in the contractual delivery period for the reasons attributable to the Purchaser and/or Force Majeure, increase in existing taxes & duties, if any, and new tax component introduced in the extended period shall be reimbursed to the Contractor subject to the submissions of necessary documentary evidence. No increase / new tax shall be payable during the delayed period due to reasons attributable to the Contractor.
- v. The provisions of the Central Goods and Services Tax act 2017 (CGST), the Integrated Goods and Services Tax Act 2017 (IGST), the relevant SGST act of the state Government, the union territories Goods and services Tax Act 2017 (UTGST) and the goods and services Compensation to States Tax Act 2017 and their Rules as being enacted and amended from time to time are applicable to this Contract. Accordingly the Contractor has confirmed that all input tax credits and the exemptions available therein are passed on to the Purchaser.
- vi. GST as applicable or quoted, whichever is lower will be reimbursed by Purchaser limiting to the rate prevailing within the contractual delivery schedule.
- vii. While claiming the GST the Contractor is required to adhere to the provisions available therein. The Contractor is required to populate the details of GST paid by them in the GST portal, only upon which reimbursement of GST would be considered.
- viii. When GST is claimed by the Contractor a certificate as per annexure F should be submitted to the paying authority with their invoices.
- ix. The Purchaser shall, at the time of its payments due to the Contractor, withhold the necessary tax at source at such rate if required under the legislation unless and to the extent that the Contractor shall produce to the Purchaser any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Contractor to receive the payments under the Contract for a prescribed period without deduction of any tax or deduction at a lower rate.
- x. In case of such deduction as mentioned above, the Purchaser shall provide the necessary withholding tax certificates to the Contractor within the time stipulated by the relevant law to enable the Contractor to file the same with the Government Authority as a proof of payment of such taxes.
- xi. Contractor's G.S.T. Regn. No. 24AGPPP8447B1Z6.

3. DELIVERY SCHEDULE:

- i. The stores covered under this Purchase Order to be supplied & completely executed within **120 Days** from the date of issue of this Purchase Order i.e on or before . **02 NOV 2024**
- ii. The date of delivery of the stores as stipulated being the essence of contract, delivery of stores shall be completed within the specified contractual date of delivery.
- iii. In case the contractor fails to supply and secure extension of contractual delivery date before effecting delivery of the materials against this contract, acceptance of such stores by the Purchaser will in no way prejudice the right of the Purchaser to levy liquidated damages (if applicable) for delayed deliveries nor will, it entitle the contractor for payment of statutory levies that come in to force after expiry of the contractual delivery date.

4. TERMS OF PAYMENT :

100% of PO value along with 100% GST will be made within 30 days upon pro-rata basis on receipt ,inspection and final acceptance of the Stores at Site and against submission of following documents in triplicate to Manager(F&A), Manager(Materials) and Manager(Contracts):.

- i. Tax Invoice in Triplicate (**Mentioning "PLACE OF SUPPLY: KAKRAPAR GUJARAT SITE"**) with itemized prices duly signed by Contractor with GSTIN (Goods and Services Tax Identification Number).
- ii. A declaration as per Annexure-F regarding GST.
- iii.

Our Bankers:- State Bank of India, Branch : KAPP TOWNSHIP (IFS Code : SBIN0007345)
P.O. Anumala
Distt.: Gujarat, PIN - 394651
Phone No. 02626-234217/235765

Note: Supplier shall furnish Bank Details for RTGS i.e. Cancelled cheque etc. along with their invoice

5. FREIGHT & INSURANCE: INCLUSIVE**6. DEFECT LIABILITY PERIOD:**

The material shall be warranted in accordance with the provisions contained in Clause No. 6.4 of GCC / Supply-1 / Rev -4 and the defect liability Period shall be 18 months from the date of receipt of all items at site or 12 months from the date of acceptance all items at site, whichever occurs first.

7. LIQUIDATED DAMAGES: In case of any delay in supply beyond the accepted delivery period liquidated damages @ **1 %** per week or part thereof subject to **maximum of 5%** of basic P.O. value for the delayed/undelivered portion of material will be recovered from your bills.

In case of composite contract with supply cum erection/installation & commissioning and the completion of erection/installation & commissioning is delayed irrespective of the fact whether supply of materials has been made within the original contract delivery period, the contract shall be considered as a whole and Liquidated damages shall be recovered on the total contract value.

8. SUBMISSION OF BANK GUARANTEES:

All bank guarantees strictly in conformity with the formats enclosed herewith shall be got executed from Schedule Commercial Bank in India (except Co-operative Bank) and shall be governed by Indian Laws and subject to jurisdiction of Courts in Mumbai, India, All Bank Guarantees shall be submitted directly by the concerned bank under their seal and cover for acceptance to :
Manager (Contracts),
Kakrapar Atomic Power Station 1&2/Kakrapar Atomic Power Project 3&4,
Kakrapar Gujarat Site,
Po: Anumala
Dist: TAPI - 394651

Our Bankers:-

State Bank of India,
Branch : Anumala Branch (7345)
P.O. Anumala Dist.: Tapi , PIN - 394651
Phone No. 02626-234217,235765

9. **PERFORMANCE BOND** : The supplier shall furnish a performance bond in the form of bank guarantee in the format as enclosed herewith to this section for an amount equal to 10.00% of the Basic Price (inclusive of P&F charges) of contract, in respective contract currencies, valid till expiry of the warranty period + 3 months grace period as a security for satisfactory performance and warranty/ guarantee of the Stores supplied by the Contractor and its sub-contractors(if any) under the contract. The performance bond will bear no interest and will be refunded after completion of the warranty/ guarantee period.

Performance Bond Value	Valid Upto
Rs. 71,203/-	Warranty period + 3 months

The Performance Bond Bank Guarantee shall be submitted on completion of supply and shall remain valid during the complete defect liability period as per GCC Sub Clause 6.4.1 and any extension to defect liability as per GCC Sub Clause no. 6.4.4 plus a claim period of three (03) months thereafter for lodging of claims.

Contractor shall ensure that bank guarantee must reach to the purchaser directly from issuing bank through registered post (AD)/Speed Post only. Failing above requirement delay on account of meeting contractual obligation if any shall be solely to contractor's account.

10. **SECURITY DEPOSITS** : Contractor shall furnish Security Deposit of 10.00% of the Basic Price (Inclusive of P&F charges) for Rs 71203.00 in respective contract currencies, for due performance of the said contracts, in the form of a Bank Guarantee issued by Nationalised/Schedule commercial bank within 30 days from the date of award of contracts and it shall be valid till satisfactory completion of the contract + 3 months grace period i.e. Delivery period +3 months grace period. The security deposit will bear no interest and will be refundable after satisfactory execution of the order.
- Contractor shall ensure that bank guarantee must reach to the purchaser directly from issuing bank through registered post (AD)/Speed Post only. Failing above requirement delay on account of meeting contractual obligation if any shall be solely to contractor's account.

Failure to submit the Security Deposit Bank Guarantee within the above date shall constitute 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 in terms of Clause No. 3.4.2 of Purchaser's General Conditions of Contract, GCC/Supply-1/rev.5 and / or recover from the Contractor the damages arising from such cancellation. In the event of Contractor fails to fulfil the obligations under the contract, the Purchaser shall have the right to encash and appropriate the Security Deposit.

11. **CONSIGNEE**: Senior Manager (Materials)-C&MM , kgkhengar@npcil.co.in
Kakrapar Gujarat Site, Anumala, Via - Vyara (Gujarat)
Phone No. 02626-230310 Which is about 85 Kms. away from Surat.

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 the Stores.

12. **PAYING AUTHORITY**:
Dy. Manager(F&A), Kakrapar Gujarat Site, Anumala, Via - Vyara (Gujarat)
E-mail: ksate.acts.purchase@npcil.co.in
Phone No. 02626-230692,230217
NOTE: For payment related issues necessary communication may please be done with paying authority as indicated above.

13. **PACKING AND MARKING**: The Contractor shall be responsible for the Stores being sufficiently and properly packed and crated for transport by sea, air, rail or road, so as to ensure that they are free from any loss or damages till their arrival at destination. Each package shall contain a Packing Note quoting Contract number and date, brief description of the Stores and name and address of the Consignee, dimensions, weight, lifting points and special handling instructions, if any.
14. **REJECTIONS**: Items which do not conform to specification laid down in this order or are of sub-standard quality or damaged etc. will not be acceptable to us, such unacceptable items will be lifted by you at your own cost and if not lifted, the Corporation will not be liable for any losses.
15. **JURISDICTION**: Tapi (Gujarat) will be the jurisdiction for all legal matters arising from this Purchase Contract.
16. **TERMS & CONDITIONS OF THE CONTRACT**: This Purchase Order will be governed by the Purchaser's Terms and Conditions contained in the form GCC-Supply-1/Rev-5 and SCC will be applicable to this contract.
17. **GENERAL NOTE**:
(a) Purchase Order : - Please quote our Purchase Order No. and date in your Invoice / Challan and all other correspondence.
(b) Excess Quantity : - Any materials supplied in excess of the quantity specified in this order will be rejected and you have to collect them from the consignee at your cost.
(c) 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.
18. **SECRECY CLAUSE**:
The purchase order shall be governed by Confidentiality Clause of General Conditions of Contract.
The design, drawings, specifications and other details furnished to the Contractor by the Purchaser towards manufacture of equipment are to be treated as secret and shall not be divulged to any third party. The Contractor, therefore, bind himself, his successor, his executors, administrators, employees and the permitted assignees or such other persons, agents directly or indirectly concerned with the works / supply to the secret nature of design, drawings, specifications etc.
19. **TDS/TCS** : Tax Deducted at Source (TDS) u/s 194Q of Income Tax Act, 1961 will be deducted at applicable rate at the time of release of payment. Hence, Tax Collected at Source (TCS) u/c 206 (1H) of Income Tax Act, 1961 will not be applicable for supplier.


(BARUN KUMAR PATRA)
Sr. MANAGER (CMM)

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

SECTION-C : TECHNICAL SPECIFICATION

Mounting	Bottom Entry Local Mounting
Dial	150 mm
Case	SS316
Type	Bourdon Type
Bourdon Material	SS316
Socket Material	SS316
Movement Material	SS316
Pointer	Aluminum
All Metallic Part	SS 316 except Dial and Pointer
Connection	½" NPT Male with hexagonal shape bulkhead for spanner holding
Dial Color/Letters	White dial/Black marking
Dial Scale for gauge	Kg/cm ²
Case	Liquid Filled Case (Silicon Oil)
Accuracy	+ - 0.5% of Span
Repeatability	0.5 % of Span
Protection	IP-68(IS: 13947 part1/ IEC: 60529)
Enclosure Class	IP 54 as per IS: 13947
Window	Shatter Proof Glass
Over range Protection	125% of Full Range Pressure
Temperature range	-20 deg C to 80 deg C or better
Zero Adjustment	Micrometer Pointer
Blow out disk	Required
Vacuum Protection	Required


(BARUN KUMAR PATRA)**Sr. MANAGER (CMM)**

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

Purchase Order No. _____
 Invoice No. & Date _____

Declaration Form for GST

The Supplier/Contractor 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.
- ☐ 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.
- ☐ (c) 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.
- ☐ (d) 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.
- ☐ (e) 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.
- ☐ (f) 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/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)
- ☐ (b) 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

(To be submitted in non-judicial stamp paper of appropriate value)

SECURITY DEPOSIT

Nuclear Power Corporation of India Ltd.

(Acting through)

Site Director

Kakrapar Gujarat Site

PO : KAPP, Via - Vyara,

Dist -Surat, Gujarat - 394 651.

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 ₹ _____ (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 ₹ _____ (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 ₹ _____ (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 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 ₹ _____ (Rupees _____).
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)

(To be submitted in non-judicial stamp paper of appropriate value)

PERFORMANCE BOND

Nuclear Power Corporation of India Ltd.
(Acting through)

Site Director
Kakrapar Gujarat Site
PO : KAPP, Via - Vyara,
Dist -Surat, Gujarat - 394 651.

- (Date of purchase order)
1. WHEREAS on or about the _____ day of _____ 20____
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. _____ dated _____ (hereinafter referred to
as 'The Contract'), with Nuclear Power Corporation of India Ltd (A Government
of India Enterprise) acting through **Station Director, Kakrapar Atomic Power
Project-3&4** (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 _____ per cent payment out of the total value of the
contract i.e ₹ _____ (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 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 ₹ _____ (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 Purchaser 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 ₹ _____
(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 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 the 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 hereunder 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.
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)

Signature Not Verified

Digitally signed by BARUN KUMAR
PATRA
Date: 2024.07.08 11:57:16 IST
Location: eProcurement System for
Central PSUs