



न्यूक्लियर पावर कॉर्पोरेशन 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/21636/PO-73054

Date:13/03/2024

To,
M/S Ultra Pure Gases (I) Pvt Ltd.
Plot No. 345, GIDC, Waghodia Industrial estate, Waghodia
Dist-Vadodara, Gujarat-391760

Phone No.: 9624098418/9824650548

E-Mail: upgmktg@cryogasindustries.com/ upgmkt1@cryogas-equipment.com

Reference(s) :1. Quotation No. UPGIPL/00300/23-24 dtd. 20/12/2023

Dear Sir/ Madam,

Your bid contained in the tender No.CMM/Stations/CAP/21636 dated: **08/12/2023** was due on : **02/01/2024** 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)
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As per Section-A Enclosed

List of Annexures:

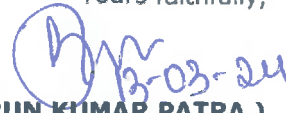
1. **Section A: Schedule of Quantities and Rates**
2. **Section B: Commercial Terms and Conditions**
3. **Section-C: Technical Specifications**
4. **Annexure-F: GST Declaration**

Place of Delivery : Sr. Manager, CMM, NPCIL 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)

SECTION-A : Schedule of Quantities & Rates**(COMPUTER PO NO. 74984)****PURCHASE ORDER NO. CMM/Stations/CAP/21636/PO-73054****Date :13/03/2024**

Sr. No.	Item Description	HSN	Qty	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)
1	Supply of High pressure, seamless steel, Nitrogen Gas (Purity 99.999%) filled cylinders flat type concave bottom as per IS 7285 /2004 along with safety guard and cylinder valve as per IS 3224/2002. Cylinder Size: 47 LTR. W.C., Pressure: 140kg/cm2, volume: 7m3 as per attached specification.		2.00	Nos.	15575.00	Inclusive	Inclusive	31150.00
2	Supply of High pressure, seamless steel, Zero Air Purity 99.999% filled cylinders flat type concave bottom as per IS 7285 /2004 along with safety guard and cylinder valve as per IS 3224/2002. Cylinder Size: 47 LTR. W.C., Pressure: 140kg/cm2, volume: 7m3 as per attached specification.		1.00	Nos.	15575.00	Inclusive	Inclusive	15575.00
3	Supply of High pressure, seamless steel, Hydrogen Gas Purity 99.999% filled cylinders flat type concave bottom as per IS 7285 /2004 along with safety guard and cylinder valve as per IS 3224/2002. Cylinder Size: 47 LTR. W.C., Pressure: 140kg/cm2, volume: 7m3 as per attached specification.		1.00	Nos.	15750.00	Inclusive	Inclusive	15750.00
4	Supply of High pressure, seamless steel, Helium Gas Purity 99.999% filled cylinders flat type concave bottom as per IS 7285 /2004 along with safety guard and cylinder valve as per IS 3224/2002. Cylinder Size: 47 LTR. W.C., Pressure: 140kg/cm2, volume: 7m3 as per attached specification.		8.00	Nos.	35350.00	Inclusive	Inclusive	282800.00
Total (in INR)								345275.00

DAP (Delivered at Place) NPCIL, Kakrapar Gujarat Site


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

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

PURCHASE ORDER NO. CMM/Stations/CAP/21636/PO-73054**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 Gujarat 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. Reg. No. **24AAACU7164J1Z6**.

3. DELIVERY SCHEDULE:

- i. The stores covered under this Purchase Order to be supplied & completely executed within **45 Days** from the date of issue of this Purchase Order i.e. on or before **27/04/2024**
- 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 purchase order 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):. - 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). - A declaration as per Annexure-F regarding GST. Our Bankers:- State Bank of India, Branch : KAPP TOWNSHIP (IFS Code : SBIN0007345) P.O. Anumala Dist.:TAPI 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.	E-WAY BILL: E-WAY bill (if applicable) shall be generated at supplier's end for the transportation of goods at the place of delivery as defined in purchase order covering necessary information. E-WAY Bill shall be accompanied with the supply of goods.
7.	DEFECT LIABILITY PERIOD: The material shall be warranted in accordance with the provisions contained in Clause No. 6.4 of GCC / Supply-1 / Rev -5 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.
8.	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.
9.	CONSIGNEE: Senior Manager (Materials)-C&MM , Email: jayshree@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.
10.	PAYING AUTHORITY: Dy. Manager(F&A), Kakrapar Gujarat Site, Anumala, Via - Vyara (Gujarat) E-mail: ksite.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.
11.	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.
12.	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.
13.	JURISDICTION: Tapi (Gujarat) will be the jurisdiction for all legal matters arising from this Purchase Contract.
14.	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.

15.	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.
16.	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.
17.	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.


13-3-24

(BARUN KUMAR PATRA)
Sr. MANAGER (CMM)

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

SECTION-C

TECHNICAL SPECIFICATIONS OF STORES

- Supply of High pressure, seamless steel, filled gas cylinders flat type concave bottom as per IS 7285 /2004 along with safety guard and cylinder valve as per IS 3224/2002.
- Uniform Painting on the cylinder body as per IS 7285/2004 for Gas cylinders shall be done.
- Safety guard of cylinders shall be provided.
- Cylinders shall be operable with Cylinder Key.
- Gas cylinders shall be retained by NPCIL after supply.

Following certificate/document to be provided at the time of supply:

1. First Hydro test certificate.
2. Material composition and quality check lab test certificate from recognized lab
3. Three copies of explosive department certificate
4. Manufacturer's test certificate approved from Chief Controller of Explosives, Govt. of India, specifying cylinder make/brand
5. Certificate of analysis certifying purity of gases shall be provided with supply from any Govt. approved Lab/Manufacturer's Lab.



(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/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.

Signature Not Verified

Digitally signed by BARUN KUMAR
PATRA
Date: 2024.03.13 12:49:06 IST
Location: eProcurement System for
Central PSUs