



न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उद्यम)

NUCLEAR POWER CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)

(CIN : U40104MH1987GOI149458)



संविदा एवं सामग्री प्रबंधन निदेशालय
नाभिकीय ऊर्जा भवन,
ए-'O' ब्लॉक, तलमाला,
अणुशक्तिनगर, मुंबई - 400 094.
दुरभाष: 2599 3000 / 2599 1000
फैक्स: 91-22-2558 0741



ISO:9001:2015 Certified

DIRECTORATE OF CONTRACTS & MATERIALS MANAGEMENT

Nabhikiya Urja Bhavan,
A-'O' Block, Ground Floor,
Anushaktinagar, Mumbai - 400 094,
Tel.: 2599 3000 / 2599 1000
Fax : 91-22-25580741

CMM-45/Rev.5

USI No.

00200

PROJ/STN HQ Mumbai

Purchase Order No. CMM/EIC/00-00-3-3628/e-PO/38

Date 3 DEC 2024

To, M/s Nikom InfraSolutions Pvt. Ltd., 309, Skylark Building, 60 Nehru Place, New Delhi- 110019 E-mail ID: arin@nikom.in Contract No. 9968127604. 011 43088860	Ref: Your Qtn No. Bid submitted on CPP Portal . Tender : CMM/EIC/00-00-3- 3628. Minutes of Meeting dtd. 23.09.2024
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Dear Sirs,

Your bid contained in the Tender No. CMM/EIC/00-00-3-3628 dated 14.02.2024 to supply the under mentioned Stores is accepted for and on behalf of the Nuclear Power Corporation of India Ltd., subject to the Conditions of Contract as contained in Section-B of the tender documents and the terms and conditions contained in this Purchase Order, to the extent of the quantity and at the price specified below:

Sl. No.	Description	Quantity	Unit	Rate	Value
	ENGINEERING, PROCUREMENT & CONSTRUCTION CONTRACTS : <i>Design, Engineering, Supply, Erection, Installation, Testing, Commissioning and Training of Data Center (DC) at NPCIL HQ, Mumbai and Disaster Recovery (DR) Data Center at NPCIL RQAC, Hyderabad as per tender No. CMM/EIC/00-00-3-3628 Dtd. 14.02.2023 and further described in following :</i> <i>SECTION - A : Items & Price Schedule</i> <i>SECTION- B : Basis of Price, Statutory Levies, Delivery Schedule, Terms of payment</i> <i>ANNEXURE-B : Format for “Bank Guarantee for Performance Security Bond”</i> <i>ANNEXURE-C : Format for “Retention Bank Guarantee”</i> <i>ANNEXURE-F : Format for GST</i>		As Per Section-A		
NPCIL, MUMBAI GSTIN No. HYDERABAD GSTIN No.		Maharashtra Telangana		27AAACN3154F1ZQ 36AAACN3154F1ZR	
Price Basis	As per Section-B		Delivery Period	As per Section-B	
Place of Delivery	As per Section-B				

पंजीकृत कार्यालय: 16 वी मंजिल, सेंटर-1, वर्ल्ड ट्रेड सेंटर, कफ परेड, कुलाबा, मुंबई - 400 005
Regd. Office : 16th Floor, Center-1, World Trade Centre, Cuffe Parade, Colaba, Mumbai - 400 005
Visit us at : www.npcil.nic.in



SECTION – A

ITEMS & PRICE SCHEDULE

SR. NO.	DESCRIPTION	QTY	Units	Total DAP Cost (Inclusive of P&F, F&I, GST)
				₹
	ENGINEERING, PROCUREMENT & CONSTRUCTION CONTRACTS : Design, Engineering and Supply of Data Center (DC) at NPCIL HQ, Mumbai and Disaster Recovery (DR) Data Center at NPCIL RQAC, Hyderabad as per tender No. CMM/EIC/00-00-3-3628 Dtd. 14.02.2023 and further described in following :			
1.0	PART-A (Civil and Interior works for DC and DR)			
1.1	Supply portion of Civil and Interior works for DC and DR (as per the requirements in Section-C-2-2-2 and C-2-2-3)	1	Lumpsum	11109469
2.0	PART-A (Furniture for DC and DR)			
2.1	Supply portion of Furniture for DC and DR (as per the requirements in Section-C-2-2-4, C-2-2-5 and C-2-2-6)	1	Lumpsum	6522963
3.0	PART-A (Electrical Systems and Cables for DC and DR)			
3.1	Supply portion of Electrical Systems and Cables for DC and DR (as per the requirements in Section-C-2-4 and C-2-5)	1	Lumpsum	89626795
4.0	PART-A (Air conditioning system for DC and DR)			
4.1	Supply portion of Air conditioning system for DC and DR (as per the requirements in Section-C-2-6)	1	Lumpsum	22680914
5.0	PART-A (Components, Equipments and System for DC and DR)			
5.1	Supply portion of Components, Equipments and System for DC and DR (as per the requirements in Section-C-2-2-7, C-2-2-8, C-2-3, C-2-7, C-2-9, C-2-10, C-2-11, C-2-12 and C-2-13)	1	Lumpsum	51582214
6.0	PART-A (Test and Maintenance equipment, tools, spares and Miscellaneous items for DC and DR)			



SR. NO.	DESCRIPTION	QTY	Units	Total DAP Cost (Inclusive of P&F, F&I , GST)
				₹
6.1	Supply portion of Test and Maintenance equipment, tools, spares and Miscellaneous items for DC and DR (as per the requirements in Section-C-2-8)	1	Lumpsum	487770
Total PO Value in ₹				182010125

(Rupees Eighteen Crores Twenty Lakhs Ten Thousand One Hundred Twenty Five Only)

Pankaj Trivedi

(Pankaj Trivedi)

Addl. General Manager (C&MM)

For and On Behalf of Nuclear Power Corporation of India Ltd.,
(The Purchaser)



SECTION - B

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

1.0 PRICES :

- 1.1 Prices stipulated for items at Section-A of the Purchase Order is on DAP basis for Design, Engineering and Supply of Data Center (DC) at NPCIL HQ, Mumbai and Disaster Recovery (DR) Data Center at NPCIL RQAC, Hyderabad Inclusive of Packing, forwarding, Freight & insurance charges and GST as per INCOTERMS 2020.
- 1.2 Prices indicated in Section-A of the Purchase order shall remain firm throughout the currency of the contract .
- 1.3 This is a lump sum contract and as such the responsibility for inclusion and Supply, Erection, Installation, Testing, Commissioning and Training of all the items required to meet the intent of the complete package lies with the contractor within the stated contract price in Section-A of this Purchase Order.
- 1.4 Contractor shall submit detailed price/billing break-up (BBU) separately for DC, Mumbai & DR, Hyderabad as per Activity –M2 of Delivery Schedule & (SCC) Clause No.12. This BBU may be further revised based on progressive finalisation of engineering to add / delete / modify the items/quantity/description in the BBU based on the actual requirement during finalisation of detailed engineering. Final BBU to be issued on completion of engineering and arriving at the final detailed break-up of items. However all these changes shall be made maintaining the total lump sum price of the contract (i.e., total contract price indicated in the summary price schedule) intact. This BBU finally issued shall be considered as **Bill of Quantities (BOQ)**.
- 1.5 In case of requirement of any additional items/quantities beyond this BOQ to complete the Facilities as per the scope of the Contract, the prices of such additional items/quantities are deemed to have been included in the Contract Price and as such additional price implications if any, are to be absorbed by the Contractor. However, if any of the quantities/items delivered as per this BOQ are found to be excess on Completion and handing over of the Facilities, such items shall remain to be the property of the Purchaser.



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/38

2.0 STATUTORY LEVIES :

2.1 GOODS & SERVICE TAX (GST) :

2.1.1 GST @ 18 % included in the DAP prices. Purchaser will not be liable to pay any increase in GST , if Supply / Services are delayed beyond the contractual delivery period for the reason attributed to the contractor.

2.1.2 GST shall be indicated separately in your invoice

2.1.3 While claiming the GST supplier shall submit a certificate as per Annexure-F enclosed.

2.1.4 Contractors GSTIN No. is 07AABCN6776A1ZJ.

2.1.5 GST- TDS as applicable will be deducted at source from the payment and a certificate to that effect will be issued by NPCIL

2.1.6 In case of increase in existing taxes/duties and/or introduction of any other indirect taxes/cess, if levied by Government during the contractual delivery period, the incremental rate of existing taxes/levies and/ or any other new indirect taxes/cess, shall be reimbursed/paid by the purchaser upon verification of the documentary evidence submitted and its acceptance by the purchaser. This provision shall not apply to changes in personal income tax or Corporate Income Tax or to changes in non Indian taxes.

2.1.7 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 delay period due to reasons attributable to the Contractor.

2.1.8 GST as per Purchase order or as paid by the contractor, which ever is lower will be reimbursed by NPCIL limiting to the rate prevailing within CDD.

2.2 Direct Tax:- Tax Deduction at Source

2.2.1 The Purchaser shall have the right to withhold taxes on income, excess profits, royalty and other taxes from payments due to Contractor under this Contract to the extent that such withholding may be required by the government of India or any relevant authority thereof or by the government of any other country, and payment by the Purchaser to the respective governmental office of the amount of money so withheld will relieve the Purchaser from any further obligation to Contractor with respect to the amount so withheld.



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/38

- 2.2.2 The Purchaser shall, at the time of its payments due to the contractor, withhold the necessary taxes at such rate as is required by any Government Authority, 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.
- 2.2.3 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.
- 2.2.4 All taxes levied on Contractor's corporate income or profits shall be for the account of Contractor and shall not be reimbursed by the Purchaser. Contractor shall also be responsible for payment of income taxes of its personnel levied in India or elsewhere
- 2.2.5 Contractor PAN No. AABCN6776A

3.0 SUBMISSION OF DRAWINGS, PROCEDURES/DOCUMENTS

- 3.1 The contractor shall prepare and submit all drawings, documents etc. as specified in the tender specification for approval of NPCIL Mumbai to :

Deputy Chief Engineer (ERP)
Nuclear Power Corporation Of India Ltd.,
10-N-56 , Vikram Sarabhai Bhavan ,
Anushakti Nager, Mumbai- 400 094

- 3.2 Please note that Approved drawings / any other documents shall be part of this contract.

4.0 QUALITY ASSURANCE :

- 4.1 All works covered by this purchase order shall be subject to Quality Surveillance by Executive Director, Quality Assurance or his authorised representative. The contractor shall provide all required assistance for this purpose.
- 4.2 Contractor shall carry out all inspection and tests as specified in the Tender specification in a manner satisfactory to the Executive Director, Quality



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/38

Assurance or his authorised representative and Test Certificate shall be furnished.

- 4.3 The equipment shall be despatched only after the inspection is carried out by the Executive Director, Quality Assurance or his authorised representative and Shipping Release duly signed in ink with NPC logo, shall be obtained in writing.
- 4.4 Where the consignments are despatched / delivered after inspection by the Executive Director, Quality Assurance or his authorised representative a copy of Shipping Release issued by him shall invariably, be enclosed with the delivery challan and other shipping documents (LR/RR etc.) accompanying the consignment.
- 4.5 E-mail ID for Quality Assurance Office : ed.qa@npcil.co.in Ph No. 022-63995030

5.0 CONSIGNEE & PLACE OF DELIVERY

- 5.1 The items covered under Section-A of this Purchase Order shall be delivered as per Section-C of Tender on door delivery basis to:

- 1) The Manager (Materials),
Directorate of Contracts & Material Management
NPCIL Stores,
Trombay Village ,
Mumbai-400 088.

GST NO. 27AAACN3154F1ZQ

- 2) **Additional Chief Engineer.**
Nuclear Power Corp. Of India Ltd,
Regional Quality Assurance Centre (RQAC),
Adjacent to NFC Guest House (Gurukul), ECIL P.O,
Hyderabad-500 062

GST NO. 36AAACN3154F1ZR

6.0 E-WAY BILL

- 6.1 For dispatching the materials necessary E – Way Bill shall be generated by the Consigner before dispatch. Guidelines/Procedure of GST Council /Government of India shall be complied as issued from time to time



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/38

7.0 CONTRACTUAL DELIVERY SCHEDULE :

The timeline for Completion Total Scope covered under this purchase order is as follows:

- 7.1 The Facility shall be completed within 10 Months from the date of Purchase Order i.e **31 OCT 2025**
- 7.2 Facility Management Services (FMS) shall commence after successful completion of Final Acceptance Test of the Facility for a period of three years. NPCIL hold the rights to commence FMS after the time indicated above.
- 7.3 The Contractor is expected to follow the activity / delivery milestones as mentioned in the table below.
- 7.4 The Contractor must submit a detailed project implementation schedule including but not limited to the below mentioned project activities and list of supplies that would be delivered during the project implementation. The project schedule shall be prepared in a project monitoring software.
- 7.5 The project activities and timelines (in months) as mentioned in the table below is the schedule by which the required project activities shall be completed with requisite deliverables. (Where, T_0 – Date of Placement of Purchase Order)

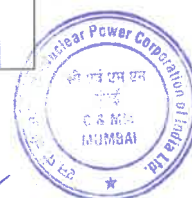
Sr. No.	Activity Nomenclature	Activity Name	Brief description of Activity /Deliverables (For details refer relevant sub-section of Section-C)	Activity completion Time period(in Months)
1	M1	Project Kick-off and Mobilization	Kick-off meeting along with all stake holders, to happen within 15 days from the date of placement of PO along with Deployment of resources. Brief Project plan shall also be submitted by Contractor before Kick-off meeting.	$T_0 + 0.5$
2	M2	Project Planning and Design Phase Initiation	1. Submission of Detailed Project Plan covering all aspects of the project e.g. Civil works, electrical supply and distribution system related works, Air conditioning system, Fire detection, alarm and suppression system, other auxiliary systems etc. 2. Preparation and Submission of Site survey report,	$T_0 + 3$



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/38

			3. Report on readiness for Civil works, 4. Submission of various drawings and documents e.g - Server farm layout, NOC and SOC layout, - Conference room layout, - Structural drawings, - wiring layout drawing, - cable tray and conduit layout drawings, - panel/racks/receptacle layout and erection drawings, - Interior works layout for approval as per Scope of work. - Detailed BOQ - Equipment test plan/QAP - Equipment/component specifications if required 5. Seller shall also submit a 3-D view of the data center facilities' layout, lighting and interiors using an appropriate software tool.	
3	M3	Project Execution: Supply of Civil and interior works related components and materials along with furniture items as per the approved BOQ. [1.1 & 2.1 of Section-A.]	Completion of supply of Civil and interior works related items along with furniture items e.g. glass partitions, bricks, false ceiling materials, raised flooring materials, cable trays, duct/conduits, installation hardware, furniture etc.	T ₀ + 5
4	M4	Project Execution: Civil and interior works completion as per the approved BOQ. [1.2 of Section-A.]	This includes erection and completion of various civil works e.g. glass partitions, false ceiling, raised flooring, cable tray erection, piping, ducting for Air conditioning system etc. The bidder has to submit the weekly work progress report.	T ₀ + 7

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PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/38

5	M5	Project Execution: Supply of all components, equipment and systems as per the approved BOQ. [3.1, 4.1, 5.1 & 6.1 of Section-A.]	Completion of supply of Electrical, Air conditioning system, UPS and Battery, DG, Rack, PDUs, Lift, Video Wall, work stations, Cabling, DCIM, access control, control desk etc. components equipments and systems, Test and Maintenance equipment tools, spares & Miscellaneous items.	T ₀ +7
6	M6	Project Execution: Installation, commissioning and functional testing of all components, equipment and systems as per the approved BOQ. [2.2, 3.2, 4.2, 5.2 & 6.2 of Section-A.]	Installation, commissioning and functional testing of all components, equipment and systems e.g. Electrical, Air conditioning system, UPS and Battery, DG, Rack, PDUs, Lift, Video Wall, work stations, Cabling, DCIM, access control, control desk etc. Furniture items, Test and Maintenance equipment tools, spares & Miscellaneous items The bidder has to submit the weekly work progress report.	T ₀ +10
7	M7	Final Acceptance (T _F)	Upon successful completion of the Final Acceptance Test, a report shall be prepared by the contractor and accepted by NPCIL. Any additional requirement pertaining to scope of this work arising during this stage shall also be met by the contractor with no time and cost implication to NPCIL.	(T ₀ + 10) < T _F < (T ₀ + 15)
9	M8	Facility Management Services (FMS) [7.1 of Section-A.]	Facility management services for data centers for the period of three years from the date of Final Acceptance. The bidder has to submit the quarterly performance report.	T _F + 36

7.2 In case the contractor fails to apply and secure extension of contractual delivery dates before effecting delivery of the supplies 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 in to force after the expiry of the contractual delivery dates.

Section-B 7 of 17

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PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/38

8.0 DEFECT LIABILITY PERIOD :

8.1 Items/Equipment/System

8.1.1 The defect liability period shall be 18 months from the date of completion of facilities (satisfactory erection and pre-commissioning) or 12 months from the date of Operational Acceptance of Facilities (Commissioning) whichever occurs first.

8.2 Spares

8.2.1 The defect liability period shall be 18 months from the date of receipt of items (last consignment) at site or 12 months from the date of acceptance, whichever occurs first.

9.0 PERFORMANCE SECURITY BOND (SECURITY DEPOSIT CUM PERFORMANCE BOND).

9.1 The Contractor shall furnish a Performance Security Bond for 10% of the total value of all the contracts i.e, Supply, Erection and Commissioning under PO No. CMM/EIC/00-00-3-3628/PO/38 for Supply and PO No. CMM/EIC/00-00-3-3628/PO/39 for Erection & Commissioning contracts i.e ₹ **2,31,88,556/-** (Rupees Two crore Thirty One Lakhs Eighty Eight Thousand Five Hundred Fifty Six only) executed on a Nationalised / Scheduled Bank (except co-operative bank), for due performance of the said contracts and performance of the Facility(s), in the form of bank guarantees/Insurance Surety bond within 30 days from the date of award of contracts, with validity till Completion of Contract Period + 3 months grace period. (i.e. 51 months + 3 months Grace period from the date of placement of PO.) as tabulated below :

Item Description	Value of Performance Security Bond	Valid Upto
Design, Engineering and Supply, Erection, Installation, Testing & Commissioning of Data Center (DC) at NPCIL HQ, Mumbai and Disaster Recovery (DR) Data Center at NPCIL RQAC, Hyderabad	₹ 2,31,88,556/- (Rupees Two crore Thirty One Lakhs Eighty Eight Thousand Five Hundred Fifty Six only)	13 MAR 2029 Plus three months claim period (i.e. 51 months + 3 months Grace period from the date of placement of PO.)

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PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/38

- 9.2 After the release of the EMD, the Performance Security Bond (PSB) will serve the purpose of Integrity Pact Security seamlessly during execution of the Contract and till the completion of the defect liability period, or 12 months from the date of the last payment/final bill payment, whichever is later. In such case, for any violation/breach of the Integrity Pact by the Contractor, the PSB shall be forfeited. The Contractor shall initially submit Performance Security Bond (PSB) as per relevant clauses of the Contract to start with. However, the Contractor will be required to extend the validity of Performance Security Bond (PSB) till validity of the IP if required. If contract security is waived/not available for seamless commitment towards IP, action as per Contract conditions and IP shall be taken against any violation of IP.
- 9.3 All Bank Guarantee for acceptance shall be submitted strictly as per format enclosed to this office for acceptance in a sealed envelope under covering letter quoting our full purchase order reference number and supplier's name.

Sr. Manager (Contracts),
Directorate of Contracts & Materials Management,
Nuclear Power Corporation of India Limited,
EIC Section, Nabhikiya Urja Bhavan, Block No.E-0,
Anushaktinagar, Mumbai-400094.

10.0 LATENT DEFECT SECURITY

- 10.1 The Contractor shall submit a Bank Guarantee for 1% (One Percent) of the total value of goods sold in the respective currencies as security against Latent Defect. This Bank Guarantee shall be valid for a period of 5 (Five) years (Plus claim period of Three Months) from the date of successful completion of the Defect Liability Period as per the contract.

11.0 PACKING :

- 11.1 The items shall be packed securely to avoid any damage to the consignment in transit.

12.0 UNLOADING AT SITE :

- 12.1 Unloading at site shall be done by the contractor at his own cost. However, contractor shall intimate the consignee the following details by fax / e-mail in advance:



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/38

- (i) Carrier's Name
- (ii) Truck No.
- (iii) Lorry Receipt No. and date.
- (iv) Approximate time of arrival of truck at site.
- (v) No. of packages and dimensions and weight of each package etc.

13.0 INSURANCE COVER

- 13.1 The Contractor will furnish Insurance Policy and shall, take out and maintain in effect the following Insurance based on reinstatement value during the performance of the contract and the Purchaser (i.e. NPCIL) shall be named as co-insured under all insurance policies. All Insurer's rights of subrogation against co-insured shall be waived. Deductible / Excess, if any, under the insurance policy shall be borne by the Contractor. The identity of the Insurers and the form of policies shall be subject to the approval of the Purchaser (i.e. NPCIL).

13.2 Cargo Insurance

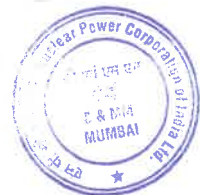
- 13.2.1 During ocean transit and inland transportation, covering loss or damage as per ICC-Clause- 'A' with war/SRCC provision, for full replacement value of the consignment/cargo from the Contractor's or Subcontractor's works or stores until arrival and unloading at project site. The Purchaser (i.e. NPCIL) shall be named as LOSS PAYEE in this Insurance Policy

14.0 TERMS OF PAYMENT :

- 14.1 Payment for Item No. 2.1, 3.1, 4.1 & 5.1 of Section –A [Items and Equipment (excluding tools and tackles) supplied] :**

- 14.1.1 5% of **Basic Price (inclusive of P&F charges)** of supply portion shall be paid on completion of Activity-M2 of Delivery Schedule (Project Planning and design phase initiation), acceptance of deliverables and on submission of the following documents: -
- a) Unconditional order acceptance.
 - b) GST Invoice of the contractor in triplicate
 - c) Certificate by Engineer-in-charge or his authorised Engineer regarding completion of Activity as per M2 of Delivery Schedule.
 - d) Bank Guarantee towards Performance Security Bond as per clause no. 9.0.
- 14.1.2 65% of **Basic Price (inclusive of P&F charges)** of supply portion shall be

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PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/38

paid along with 100% of Taxes & Duties as applicable, on pro-rata basis, upon dispatch to site and on submission of the following:

- a) GST Invoice of the contractor in triplicate
 - b) Proof of Receipt by the Consignee in the form of receipted LR or Receipted delivery challan in original duly signed by consignee (Only for Supply items).
 - c) Shipping release in original duly signed in ink and issued by our Inspecting authority with NPCIL Logo.
 - d) Annexure-F duly filled/stamped and signed
 - e) Copy of Transit insurance Policy
 - f) Certificate by Engineer-in-charge or his authorised Engineer regarding completion of above Activity. The certificate shall also indicate that payment as per clause no. 14.1.2 of the PO can be released
- 14.1.3 20% of **Basic Price (inclusive of P&F charges)** of supply portion along with 100% of safe delivery charges (freight and insurance charges), shall be paid on receipt of items at site on pro-rata basis against physical verification and on submission of the following:
- a) GST invoice of the contractor in triplicate
 - b) Certificate by Engineer-in-charge or his authorised Engineer stating that items have been received at site and have been Physically verified. The certificate shall also indicate that payment as per clause no. 14.1.3 of the PO can be released.
- 14.1.4 10% of **Basic Price (inclusive of P&F Charges)** of supply portion shall be paid on completion of Activity-M7 (Final Acceptance) and completion of material accounting on submission of the following documents.
- a) GST invoice of the contractor in triplicate
 - b) Annexure-F duly filled/stamped and signed
 - c) Certificate by Engineer-in-charge or his authorised Engineer regarding satisfactorily completion of Activity as per M7 of Delivery Schedule & Material accounting. The certificate shall also indicate that payment as per clause no. 14.1.4 of the PO can be released.
- 14.1.5 In the event of delay in attaining the events pertaining to sub-clause 14.1.4 above for reasons attributable to the Purchaser, the corresponding payments



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/38

can be released to the Contractor on expiry of Original CDD against Retention Bank Guarantee as per format given in Annexure-C, initially valid for 6 months and subsequently extendable till completion of the corresponding events. In addition to be encashable for failure of the Contractor to fulfil his Contractual obligations covered by the Retention Bank Guarantee, this Bank Guarantee shall also be encashable for the purpose of recovery of LD, if any, pursuant to GCC clause no. 6.2 (Delay in Supply).

14.2 Testing/ Analysis Charges

14.2.1 No separate Factory acceptance testing / analysis charges are payable to the contractor.

14.3 Payment for Item No. 6.1 of Section –A [Tools and Tackles]

14.3.1 75% of **Basic Price (inclusive of P&F charges)** along with 100% of Taxes & Duties as applicable will be released, on pro-rata basis upon dispatch of all tools and tackles to site against submission of the followings:-

- a GST invoice of the contractor in triplicate
- b Proof of Receipt by the Consignee in the form of receipted LR or Receipted delivery challan in original duly signed by consignee (Only for Supply items).
- c Shipping release in original duly signed in ink and issued by our Inspecting authority with NPCIL Logo.
- d Annexure-F duly filled/stamped and signed
- e. Copy of Transit insurance Policy
- f. Certificate by Engineer-in-charge or his authorised Engineer regarding supply of tools and tackles . The certificate shall indicate that payment as per clause no. 14.3.1 of the PO can be released.

14.3.2 25% of **Basic Price (inclusive of P&F charges)** of supply portion and 100% of safe delivery charges with freight and insurance charges, on pro-rata basis upon receipt and acceptance at site against physical verification, testing (if any), training (as applicable) and on submission of the followings:-

- a) GST invoice of the contractor in triplicate



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/38

b) Certificate by Engineer-in-charge or his authorised Engineer stating that items have been received at site and have been Physically verified. The certificate shall also indicate that payment as per clause no. 14.3.2 of the PO can be released.

c) Annexure-F duly filled/stamped and signed

14.4 Payment for Item No. 1.1 of Section-A: Civil Works

14.4.1 5% of Civil and interior works price shall be paid on completion of Activity-M2 (Project Planning and design phase initiation), acceptance of deliverables and on submission of the following documents:

a) GST invoice of the contractor in triplicate

b) Certificate by Engineer-in-charge or his authorised Engineer regarding completion of Activity as per M2 of Delivery Schedule. The certificate shall also indicate that payment as per clause no. 14.4.1 of the PO can be released

c) Annexure-F duly filled/stamped and signed

14.4.2 85% of Civil and interior works price along with 100% taxes and duties as applicable, on pro-rata basis against satisfactory completion of Civil and interior works of supplied items and submission of the followings:-

a) GST invoice of the contractor in triplicate.

b) Certificate by Engineer-in-charge or his authorised Engineer stating that satisfactory completion of Civil and interior works of supplied items. The certificate shall also indicate that payment as per clause no. 14.4.2 of the PO can be released

c) Annexure-F duly filled/stamped and signed.

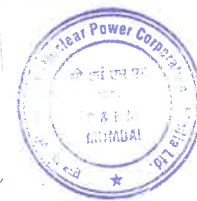
14.4.3 10% of Civil and interior works price shall be paid on completion of Activity-M7 (Final Acceptance), on submission of the following documents:

a) GST invoice of the contractor in triplicate

b) Certificate by Engineer-in-charge or his authorised Engineer regarding completion of Activity as per M7 of Delivery Schedule. The certificate shall also indicate that payment as per clause no. 14.4.3 of the PO can be released

c) Annexure-F duly filled/stamped and signed.

14.4.4 In the event of delay in attaining the events pertaining to sub-clause 14.4.3 above for reasons attributable to the Purchaser the corresponding payments can be released to the Contractor on expiry of Original CDD against Retention Bank Guarantee as per format given in Annexure-C, initially valid for 6



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/38

months and subsequently extendable till completion of the corresponding events. In addition to be encashable for failure of the Contractor to fulfil his Contractual obligations covered by the Retention Bank Guarantee, this Bank Guarantee shall also be encashable for the purpose of recovery of LD, if any, pursuant to GCC clause no. 6.2 (Delay in Supply).

15.0 MODE OF PAYMENT

- 15.1 The payments in Indian Rupees, as applicable, will be released directly by the Purchaser through their Bankers, to the Contractor's bank account as per the terms of payment against submission of necessary documents.
- 15.2 The contractor shall provide their bank details for release of payment before submission of the first invoice/bill.

16.0 PAYING AUTHORITY :

- 16.1 All Invoices / Bills for payment shall be addressed to Bill to : Place of delivery with GST No and HSN Code and ship to : Place of delivery with GST No. as indicated in Clause no. 5.0. However, all invoices/ bills and other documents for payments alongwith Bank details for e-payment through RTGS/NEFT shall be submitted to:

Manager (F&A)

Directorate of Contracts & Materials Management,
Nuclear Power Corporation of India Ltd.,
Nabhikiya Urja Bhavan, E-0 Block,
Anushakti Nagar, Mumbai - 400 094.

17.0 LIQUIDATED DAMAGES :

- 17.1 In the event of delay in completion of facilities as detailed in Clause no. 7.0 above, Liquidated damages will be levied at the rate of 0.25% of the total value of contract per week or part thereof subject to a maximum of 5% of the total value of Contract (i.e. CMM/00-00-3-3628/e-PO/38 & CMM/00-00-3-3628/e-PO/39).
- 17.2 GST as applicable shall be levied on liquidated damages and the same shall be borne by contractor.



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/38

18.0 SUB-CONTRACT

- 18.1 The Contractor shall not Sub-Contract any or all of the work without a written consent from Purchaser. The Contractor shall be responsible to the Purchaser for all work including that of the sub-contractor, if allowed by the Purchaser.

19.0 SECRECY CLAUSE :

- 19.1 The purchase order shall be governed by Confidentiality clause no. 1.10 of General Conditions of Contract, i.e GCC/EPC-4/Rev.4.
- 19.2 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.

20.0 SETTLEMENT OF DISPUTE ;

- 20.1 Settlement of dispute will be governed as per Clause no.22 of GCC/EPC-4/ Rev.4.

21.0 CHANGE IN SCOPE/NEW ITEM:

- 21.1 After issue of Purchase Order, if any change in the facilities or scope of work results in requirement of additional items/additional quantities and/or extra work at site, the same shall fall under the scope of the contractor.
- 21.2 The Pricing for the changes shall be dealt as per clause no. 19 of GCC

22.0 PROGRESS REPORTING:

- 22.1 Format for weekly & monthly progress monitoring is to be finalized and updated time-to-time. The report shall comprise Executive Summary, Physical and Financial Progress, S-Curves, activity based progress, cost and schedule variances if any, plan for corrective actions, three monthly rolling plan of activities, Resource position, etc.

2



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/38

- 22.2 The Contractor shall also submit signed copy of the weekly & monthly Progress Report in an acceptable format to Engineer-in-charge at the following address:

Deputy Chief Engineer (ERP)
Nuclear Power Corporation Of India Ltd.,
10-N-56 , Vikram Sarabhai Bhavan ,
Anushakti Nagar, Mumbai- 400 094

for monitoring the progress of the work with a copy to **Associate Director, C&MM**, NPCIL, Mumbai for information.

- 22.3 **A hindrance** register shall be maintained by the contractor in an approved format at NPCIL, MUMBAI & Hyderabad and record of hindrance shall get approved / endorsed by Engineer-in-charge for recording/monitoring of hindrance to the progress of work and resolution thereof.

23.0 POST ORDER CORRESPONDANCE

- 23.1 All Correspondence regarding Technical matters in respect of this order shall henceforth be addressed to Engineer-in-charge at the following address:

Deputy Chief Engineer (ERP)
Nuclear Power Corporation Of India Ltd.,
10-N-56 , Vikram Sarabhai Bhavan ,
Anushakti Nagar, Mumbai- 400 094

with a copy to **Associate Director**, Directorate of Contracts & Materials Management, Nuclear Power Corpn. of India Ltd., A - '0' Block, Ground Floor, Nabhikiya Urja Bhavan, Anushakti Nagar, Mumbai-400 094.

- 24.2 All Correspondence regarding Commercial matters in respect of this order shall henceforth be addressed to:

Associate Director (C&MM),
Directorate of Contracts & Materials Management,
Nuclear Power Corpn. of India Ltd.,
A - '0' Block, Ground Floor,
Nabhikiya Urja Bhavan, Anushakti Nagar,
Mumbai – 400 094.



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/38

25.0 TERMS AND CONDITIONS OF CONTRACT

25.1 This Purchase Order will be governed by the Terms and conditions contained in the Tender Document and documents as detailed below:

- a) Special Conditions of Contract (SCC).
- b) General Conditions of the contract, GCC/EPC-4/Rev.4
- c) Tender (including technical specifications, drawings, etc.) document, other than Sr. No. (b) &(c)

25.2 In case of any contradiction between GCC and SCC, SCC shall prevail over GCC.

(Pankaj Trivedi)

Addl. General Manager (C&MM)

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



PERFORMANCE SECURITY BOND

NUCLEAR POWER CORPORATION OF INDIA LIMITED
(Acting through) Executive Director,
Directorate Of Contracts & Materials Management
NUB, Anushaktinagar, Mumbai-400094.

1. WHEREAS on or about the (Date of the Purchase Order)
M/s. _____ a Company
incorporated 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 Contract'),
with Nuclear Power Corporation of India Limited (A Government of India Enterprise)
acting through Director, Contracts & Material Management (hereinafter referred to as
(Purchaser) for supply of _____ (hereinafter
referred to as 'The Equipment').
2. AND WHEREAS under the terms & conditions of the contract, the Contractor shall
furnish Performance Security Bond for an amount of Rs. _____ (Rupees
_____ only) representing 10% of the total value of the
contract in the form of a bank guarantee, in a manner herein contained duly executed
by a scheduled/nationalised bank towards satisfactory performance of the contract and
performance of the equipment and 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 terms and conditions contained in the said agreement. The
Performance Security Bond shall be valid till satisfactory completion of Defect
Liability Period covering the Warranty/Guarantee period of the equipment as per the
terms & conditions of the said agreement.

3. NOW WE, the _____ (Bank) in consideration of the promises do hereby agree and undertake to pay to the Nuclear Power Corporation of India Limited, (the purchaser) on behalf of the Contractor, the said sum of Rs. _____ (Rupees _____ Only), 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 any breach by the said Contractor of any of the terms and conditions contained in the said agreement or by reason of the contractors failure to perform the said agreement or 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 the said sum of Rs. _____ (Rupees _____ Only), demanded notwithstanding any dispute or disputes raised by the Contractor(s), in any suit on proceedings pending before any Court or Tribunal relating thereto, our liability under this presents being absolute irrevocable 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 shall have to 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 the amount of damages suffered by the Purchaser by reasons(s) of any breach by the said Contractor or whether the said equipment is giving satisfactory

performance or not during the Warranty Period as per the terms and conditions of the said agreement, shall be final and binding on us.

6. AND WE, the _____ (Bank) do hereby further 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 and shall remain in full force and effect during the period that would be taken for the performance of the said agreement 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.
8. OUR Guarantee shall remain in force until _____ and unless a claim under the guarantee is lodged with us within three months from the said 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 _____ 201__

For _____

(indicate the Name of bank)

RETENTION BANK GUARANTEE

NUCLEAR POWER CORPORATION OF INDIA LIMITED

(Acting through) Executive Director,

Contracts & Materials Management

Nabhikiya Urja Bhavan,

Anushaktinagar,

Mumbai - 400 094.

1. WHEREAS on or about the _____ day of _____ M/s. _____ a Company registered under the Companies Act 1956 and having its registered office at _____ (hereinafter referred to as 'The Contractor') entered into an agreement bearing No. _____ dtd. _____ (hereinafter referred to as the 'The Contract'), with Nuclear Power Corporation of India Limited (acting through Executive Director, Contracts & Materials Management Group) (hereinafter referred to as the 'The Purchaser') for supply of _____ (hereinafter referred to as 'The Equipment').

2. AND WHEREAS under the terms and conditions of the contract balance 10% payment is to be made against _____ and on the supplier furnishing a retention bank guarantee for Rs. _____ (Rupees _____ only) representing 10% of the contract value in the manner herein contained.

3. NOW WE, (Bank) _____ in consideration of the Purchaser having agreed to pay to the Contractor balance payment of Rs. _____ (Rupees _____ only) do hereby agree and undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of a sum not exceeding the said sum of Rs. _____ (Rupees _____ only) against any damage or loss that may be suffered by the Purchaser by reason of non fulfillment of any of the terms and conditions of the contract by the CONTRACTOR.

4. WE, the (Bank) _____, do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the EXECUTIVE DIRECTOR, CONTRACTS AND MATERIALS MANAGEMENT on behalf of M/s. NUCLEAR POWER CORPORATION OF INDIA LIMITED stating that the amount claimed is due byway of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Contractor of any of the terms and conditions contained in the said agreement or by reason of the Contractor(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).

5. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s), 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 there under and the Contractor(s) shall have no claim against us for making such payment.
6. AND WE, the (Bank) _____, hereby further agree that the decision of the said EXECUTIVE DIRECTOR, CONTRACTS AND MATERIALS MANAGEMENT GROUP, NUCLEAR POWER CORPORATION OF INDIA LIMITED as to whether the Contractor has committed breach of any such terms and conditions of the contract or not and as to the amount of damages or loss assessed by the said EXECUTIVE DIRECTOR, CONTRACTS AND MATERIALS MANAGEMENT GROUP, NUCLEAR POWER CORPORATION OF INDIA LIMITED as damage or loss suffered by the Purchaser on account of such breach would be final and binding on us.
7. WE, the (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 or to extend time of performance by the said Contractor 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 and to forebear 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 variations or extensions being granted to the said Contractor or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of relieving us.
8. THIS GUARANTEE will not be discharged due to the change in the constitution of the Bank of the Contractor(s)/Supplier(s).
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.

NOTWITHSTANDING ANYTHING CONTAINED herein above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____

_____ only). Our guarantee shall remain in force for a period of three months from the date of the bank guarantee i.e. up to _____ and unless a claim under the guarantee is lodged within the above date, all rights of the Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee there under.

Dated the _____ day of _____ 201_

For _____
(Indicate the name of the Bank)

* * *

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.
- ☐ (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/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.





न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उद्यम)

NUCLEAR POWER CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)

(CIN : U40104MH1987GOI149458)



संविदा एवं सामग्री प्रबंधन निदेशालय
नाभिकीय ऊर्जा भवन,
ए-'O' ब्लॉक, तलमाला,
अणुशक्तिनगर, मुंबई - 400 094.
दुरभाष: 2599 3000 / 2599 1000
फैक्स: 91-22-2558 0741



ISO:9001:2015 Certified

DIRECTORATE OF CONTRACTS & MATERIALS MANAGEMENT

Nabhikiya Urja Bhavan,
A-'O' Block, Ground Floor,
Anushaktinagar, Mumbai - 400 094.
Tel.: 2599 3000 / 2599 1000
Fax : 91-22-25580741

CMM-45/Rev.5

USI No.

00200

PROJ/STN HQ Mumbai

Purchase Order No. CMM/EIC/00-00-3-3628/e-PO/39

Date 3 DEC 2024

To,

M/s Nikom InfraSolutions Pvt. Ltd.,
309, Skylark Building, 60 Nehru Place,
New Delhi- 110019

E-mail ID: arin@nikom.in

Contract No. 9968127604. 011 43088860

Ref:

Your Qtn No. Bid submitted on CPP
Portal . Tender : CMM/EIC/00-00-3-
3628.

Minutes of Meeting dtd. 23.09.2024

Dear Sirs,

Your bid contained in the Tender No. CMM/EIC/00-00-3-3628 dated 14.02.2024 to supply the under mentioned Stores is accepted for and on behalf of the Nuclear Power Corporation of India Ltd., subject to the Conditions of Contract as contained in Section-B of the tender documents and the terms and conditions contained in this Purchase Order, to the extent of the quantity and at the price specified below:

Sl. No.	Description	Quantity	Unit	Rate	Value
	ENGINEERING, PROCUREMENT & CONSTRUCTION CONTRACTS : <i>Erection, Installation, Testing, Commissioning and Training of Data Center (DC) at NPCIL HQ, Mumbai and Disaster Recovery (DR) Data Center at NPCIL RQAC, Hyderabad as per tender No. CMM/EIC/00-00-3-3628 Dtd. 14.02.2023 and further described in following :</i> SECTION - A : Items & Price Schedule SECTION- B : Basis of Price, Statutory Levies, Delivery Schedule, Terms of payment ANNEXURE-B : Format for "Bank Guarantee for Performance Security Bond" ANNEXURE-C : Format for "Retention Bank Guarantee" ANNEXURE-F : Format for GST ANNEXURE-I : Service Level Agreement for FMS			As Per Section-A	
	NPCIL, MUMBAI GSTIN No. HYDERABAD GSTIN No.	Maharashtra Telangana		27AAACN3154F1ZQ 36AAACN3154F1ZR	
Price Basis	As per Section-B	Delivery Period	As per Section-B		
Place of Delivery	As per Section-B				

पंजीकृत कार्यालय: 16 वी मंजिल, सेंटर-1, वर्ल्ड ट्रेड सेंटर, कफ परेड, कुलाबा, मुंबई - 400 005
Regd. Office : 16th Floor, Center-1, World Trade Centre, Cuffe Parade, Colaba, Mumbai - 400 005
Visit us at : www.npcil.nic.in

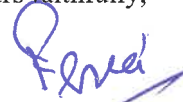


PTO

Conditions of Contract contained in Section-B of the tender documents and this Purchase Order shall be the sole repository of the Contract.

Please acknowledge receipt immediately.

Yours faithfully,



(Pankaj Trivedi)

Addl. General Manager (C&MM)

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

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 as enlisted under GCC Form No. Supply-1/Rev-5 and or as specified in this Purchase Order.

Delivery Instructions:

1. Stores are to be delivered at the place of delivery stipulated in this Purchase Order on any working day between 10.30 a.m. and 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 Storekeeper shall refuse to take delivery of the Stores.

SECTION – A

ITEMS & PRICE SCHEDULE

SR. NO.	DESCRIPTION	QTY	Units	Total Cost (Inclusive GST)
				₹
	ENGINEERING, PROCUREMENT & CONSTRUCTION CONTRACTS : Erection , Installation, Testing, Commissioning and Training of Data Center (DC) at NPCIL HQ, Mumbai and Disaster Recovery (DR) Data Center at NPCIL RQAC, Hyderabad as per tender No. CMM/EIC/00-00-3-3628 Dtd. 14.02.2023 and further described in following :			
1.0	PART-A (Civil and Interior works for DC and DR)			
1.1	Erection & Commissioning portion of Civil and Interior works for DC and DR (as per the requirements in Section-C-2-2-2 and C-2-2-3)	1	Lumpsum	2116089
2.0	PART-A (Furniture for DC and DR)			
2.1	Erection & Commissioning portion of Furniture for DC and DR (as per the requirements in Section-C-2-2-4, C-2-2-5 and C-2-2-6)	1	Lumpsum	1242469
3.0	PART-A (Electrical Systems and Cables for DC and DR)			
3.1	Erection & Commissioning portion Electrical Systems and Cables for DC and DR (as per the requirements in Section-C-2-4 and C-2-5)	1	Lumpsum	18976532
4.0	PART-A (Air conditioning system for DC and DR)			
4.1	Erection & Commissioning portion of Air conditioning system for DC and DR (as per the requirements in Section-C-2-6)	1	Lumpsum	3982660
5.0	PART-A (Components, Equipments and System for DC and DR)			
5.1	Erection & Commissioning portion of Components, Equipments and System for DC and DR (as per the requirements in Section-C-2-2-7, C-2-2-8, C-2-3, C-2-7, C-2-9, C-2-10, C-2-11, C-2-12 and C-2-13)	1	Lumpsum	11018135
6.0	PART-A (Test and Maintenance equipment, tools, spares and Miscellaneous items for DC and DR)			



SR. NO.	DESCRIPTION	QTY	Units	Total Cost (Inclusive GST)
				₹
6.1	Erection & Commissioning portion of Test and Maintenance equipment, tools, spares and Miscellaneous items for DC and DR (as per the requirements in Section-C-2-8)	1	Lumpsum	92908
7.0	PART-B			
7.1	Facility Management services (FMS) at DC and DR for 36 months as per section-C-2-15	1	Lumpsum	12446640
Total PO Value in ₹				4,98,75,433.00

(Rupees Four Crores Ninety Eight Lakhs Seventy Five Thousand Four Hundred Thrity Three Only)



(Pankaj Trivedi)

Addl. General Manager (C&MM)

For and On Behalf of Nuclear Power Corporation of India Ltd.,
(The Purchaser)



SECTION - B

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

1.0 PRICES:

- 1.1 Prices stipulated for items at Section-A of the Purchase Order are for Erection, Installation, Testing, Commissioning and Training of Data Center (DC) at NPCIL HQ, Mumbai and Disaster Recovery (DR) Data Center at NPCIL RQAC, Hyderabad Inclusive of GST as per INCOTERMS 2020 handling, loading/unloading, insurance charges, GST and all other Indirect taxes.
- 1.2 Prices indicated in Section-A of the Purchase order shall remain firm throughout the currency of the contract.
- 1.3 This is a lump sum contract and as such the responsibility for inclusion and Erection, Installation, Testing, Commissioning and Training of all the items required to meet the intent of the complete package lies with the contractor within the stated contract price in Section-A of this Purchase Order.
- 1.4 Contractor shall submit detailed price/billing break-up (BBU) for all items in Section-A separately for DC, Mumbai & DR, Hyderabad as per Activity –M2 of Delivery Schedule & (SCC) Clause No.12. This BBU may be further revised based on progressive finalisation of engineering to add / delete / modify the items/quantity/description in the BBU based on the actual requirement during finalisation of detailed engineering. Final BBU to be issued on completion of engineering and arriving at the final detailed break-up of items. However all these changes shall be made maintaining the total lump sum price of the contract (i.e., total contract price indicated in the summary price schedule) intact. This BBU finally issued shall be considered as **Bill of Quantities (BOQ)**.
- 1.5 In case of requirement of any additional items/quantities beyond this BOQ to complete the Facilities as per the scope of the Tender, the prices of such additional items/quantities are deemed to have been included in the Contract Price and as such additional price implications if any, are to be absorbed by the Contractor. However, if any of the quantities/items delivered as per this BOQ are found to be excess on Completion and handing over of the Facilities, such items shall remain to be the property of the Purchaser.

Handwritten signature in blue ink.



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/39

2.0 STATUTORY LEVIES :

2.1 GOODS & SERVICE TAX (GST) :

2.1.1 GST @ 18 % included in the prices. Purchaser will not be liable to pay any increase in GST , if Supply / Services are delayed beyond the contractual delivery period.

2.1.2 GST shall be indicated separately as per BOQ in your invoice

2.1.3 While claiming the GST supplier shall submit a certificate as per Annexure-F enclosed.

2.1.4 Contractors GSTIN No. is 07AABCN6776A1ZJ.

2.1.5 GST- TDS as applicable will be deducted at source from the payment and a certificate to that effect will be issued by NPCIL

2.1.6 In case of increase in existing taxes/duties and/or introduction of any other indirect taxes/cess, if levied by Government during the contractual delivery period, the incremental rate of existing taxes/levies and/ or any other new indirect taxes/cess, shall be reimbursed/paid by the purchaser upon verification of the documentary evidence submitted and its acceptance by the purchaser. This provision shall not apply to changes in personal income tax or Corporate Income Tax or to changes in non Indian taxes.

2.1.7 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 delay period due to reasons attributable to the Contractor.

2.1.8 GST as per Purchase order or as paid by the contractor, which ever is lower will be reimbursed by NPCIL limiting to the rate prevailing within CDD.

2.2 Direct Tax:- Tax Deduction at Source

2.2.1 The Purchaser shall have the right to withhold taxes on income, excess profits, royalty and other taxes from payments due to Contractor under this Contract to the extent that such withholding may be required by the government of India or

82



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/39

any relevant authority thereof or by the government of any other country, and payment by the Purchaser to the respective governmental office of the amount of money so withheld will relieve the Purchaser from any further obligation to Contractor with respect to the amount so withheld.

- 2.2.2 The Purchaser shall, at the time of its payments due to the contractor, withhold the necessary taxes at such rate as is required by any Government Authority, 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.
- 2.2.3 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.
- 2.2.4 All taxes levied on Contractor's corporate income or profits shall be for the account of Contractor and shall not be reimbursed by the Purchaser. Contractor shall also be responsible for payment of income taxes of its personnel levied in India or elsewhere
- 2.2.5 Contractor PAN No. AAICP0987G.

3.0 SCOPE OF WORK

- 3.1 Erection, Installation, Testing, Commissioning and Training shall be carried out at Data Center (DC) at NPCIL HQ, Mumbai and Disaster Recovery (DR) Data Center at NPCIL RQAC, Hyderabad as per Section-C of tender .
- 3.2 The Contractor shall prepare and submit all erection procedures, drawings, quality plan as specified in the tender specification for approval to:

Deputy Chief Engineer (ERP)

Nuclear Power Corporation Of India Ltd.,
10-N-56 , Vikram Sarabhai Bhavan ,
Anushakti Nager, Mumbai- 400 094

- 3.3 All works covered under this purchase order shall be subject to overall supervision of Deputy Chief Engineer (ERP), NPCIL, Mumbai or his authorized representative, as contained in GCC/EPC-4/Rev.4 and SCC applicable for erection and commissioning.

P2



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/39

- 3.4 The contractor shall complete the entire package as per the schedule given in the Purchase Order.
- 3.5 Contractor shall maintain proper Industrial Safety as per Safety Guide for works contracts as specified in Tender.
- 3.6 The Contractor shall follow the guidelines/procedure as per GCC/EPC-4/Rev.4 of the Tender document for movement of manpower & vehicles in Plant premises and to maintain Security at Site.
- 3.7 The Contractor shall follow the Important Rules of Atomic Energy (Factories) Rules 1996 Applicable to Engineering, Procurement & Construction Contracts as per Tender.
- 3.8 The Contractor shall follow the Model Rules for Labour Welfare as per Tender.

4.0 QUALITY ASSURANCE :

- 4.1 All works covered by this purchase order shall be subject to Quality Surveillance by Executive Director, Quality Assurance or his authorised representative. The contractor shall provide all required assistance for this purpose.
- 4.2 Contractor shall carry out all inspection and tests as specified in the Tender specification in a manner satisfactory to the Executive Director, Quality Assurance or his authorised representative and Test Certificate shall be furnished.
- 4.3 The equipment shall be despatched only after the inspection is carried out by the Executive Director, Quality Assurance or his authorised representative and Shipping Release duly signed in ink with NPC logo, shall be obtained in writing.
- 4.4 Where the consignments are despatched / delivered after inspection by the Executive Director, Quality Assurance or his authorised representative a copy of Shipping Release issued by him shall invariably, be enclosed with the delivery challan and other shipping documents (LR/RR etc.) accompanying the consignment.
- 4.5 E-mail ID for Quality Assurance Office : ed.qa@npcil.co.in Ph No. 022-63995030

5.0 CONTRACTUAL DELIVERY SCHEDULE:

The timeline for Completion of Total Scope covered under this purchase order is as follows:

82



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/39

- 5.1 The Facility shall be completed within 10 Months from the date of Purchase Order i.e.
- 5.2 Facility Management Services (FMS) shall commence after successful completion of Final Acceptance Test of the Facility for a period of three years. NPCIL hold the rights to commence FMS after the time indicated above.
- 5.3 The Contractor is expected to follow the activity / delivery milestones as mentioned in the table below.
- 5.4 The Contractor must submit a detailed project implementation schedule including but not limited to the below mentioned project activities and list of supplies that would be delivered during the project implementation. The project schedule shall be prepared in a project monitoring software.
- 5.5 The project activities and timelines (in months) as mentioned in the table below is the schedule by which the required project activities shall be completed with requisite deliverables. (Where, T₀ – Date of Placement of Purchase Order)

Sr. No.	Activity Nomenclature	Activity Name	Brief description of Activity /Deliverables (For details refer relevant sub-section of Section-C)	Activity completion Time period(in Months)
1	M1	Project Kick-off and Mobilization	Kick-off meeting along with all stake holders, to happen within 15 days from the date of placement of PO along with Deployment of resources. Brief Project plan shall also be submitted by Contractor before Kick-off meeting.	T ₀ + 0.5
2	M2	Project Planning and Design Phase Initiation	1. Submission of Detailed Project Plan covering all aspects of the project e.g. Civil works, electrical supply and distribution system related works, Air conditioning system, Fire detection, alarm and suppression system, other auxiliary systems etc. 2. Preparation and Submission of Site survey report, 3. Report on readiness for Civil works, 4. Submission of various drawings and documents e.g	T ₀ + 3

82



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/39

			- Server farm layout, NOC and SOC layout, - Conference room layout, - Structural drawings, - wiring layout drawing, - cable tray and conduit layout drawings, - panel/racks/receptacle layout and erection drawings, - Interior works layout for approval as per Scope of work. - Detailed BOQ - Equipment test plan/QAP - Equipment/component specifications if required 5. Seller shall also submit a 3-D view of the data center facilities' layout, lighting and interiors using an appropriate software tool.	
3	M3	Project Execution: Supply of Civil and interior works related components and materials along with furniture items as per the approved BOQ. [1.1 & 2.1 of Section-A.]	Completion of supply of Civil and interior works related items along with furniture items e.g. glass partitions, bricks, false ceiling materials, raised flooring materials, cable trays, duct/conduits, installation hardware, furniture etc.	T ₀ + 5
4	M4	Project Execution: Civil and interior works completion as per the approved BOQ. [1.2 of Section-A.]	This includes erection and completion of various civil works e.g. glass partitions, false ceiling, raised flooring, cable tray erection, piping, ducting for Air conditioning system etc. The bidder has to submit the weekly work progress report.	T ₀ + 7
5	M5	Project Execution: Supply of all components, equipment and systems as per the	Completion of supply of Electrical, Air conditioning system, UPS and Battery, DG, Rack, PDUs, Lift, Video Wall, work stations, Cabling, DCIM, access control, control	T ₀ +7

8



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/39

		approved BOQ. [3.1, 4.1, 5.1 & 6.1 of Section-A.]	desk etc. components equipments and systems, Test and Maintenance equipment tools, spares & Miscellaneous items.	
6	M6	Project Execution: Installation, commissioning and functional testing of all components, equipment and systems as per the approved BOQ. [2.2, 3.2, 4.2, 5.2 & 6.2 of Section-A.]	Installation, commissioning and functional testing of all components, equipment and systems e.g. Electrical, Air conditioning system, UPS and Battery, DG, Rack, PDUs, Lift, Video Wall, work stations, Cabling, DCIM, access control, control desk etc. Furniture items, Test and Maintenance equipment tools, spares & Miscellaneous items The bidder has to submit the weekly work progress report.	T ₀ +10
7	M7	Final Acceptance (T _F)	Upon successful completion of the Final Acceptance Test, a report shall be prepared by the contractor and accepted by NPCIL. Any additional requirement pertaining to scope of this work arising during this stage shall also be met by the contractor with no time and cost implication to NPCIL.	(T ₀ + 10) < T _F < (T ₀ + 15)
9	M8	Facility Management Services (FMS) [7.1 of Section-A.]	Facility management services for data centers for the period of three years from the date of Final Acceptance. The bidder has to submit the quarterly performance report.	T _F + 36

5.6 In case the contractor fails to apply and secure extension of contractual delivery dates before effecting delivery of the supplies 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 in to force after the expiry of the contractual delivery dates.

6.0 DEFECT LIABILITY PERIOD :

6.1 Items/Equipment/System

6.1.1 The defect liability period shall be 18 months from the date of completion of facilities (satisfactory erection and pre-commissioning) or 12 months from the
Section-B 7 of 15

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PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/39

date of Operational Acceptance of Facilities (Commissioning) whichever occurs first.

7.0 PERFORMANCE SECURITY BOND (SECURITY DEPOSIT CUM PERFORMANCE BOND).

- 7.1 The Contractor shall furnish a Performance Security Bond for 10% of the total value of the contracts i.e, Supply, Erection and Commissioning under PO No. CMM/EIC/00-00-3-3628/PO/38 for Supply and PO No. CMM/EIC/00-00-3-3628/PO/39 for Erection & Commissioning contracts i.e ₹ 2,31,88,556/- (Rupees Two crore Thirty One Lakhs Eighty Eight Thousand Five Hundred Fifty Six only) executed on a Nationalised / Scheduled Bank (except co-operative bank), for due performance of the said contracts and performance of the Facility(s), in the form of bank guarantees/Insurance Surety bond within 30 days from the date of award of contracts, with validity till Completion of Contract Period + 3 months grace period. (i.e. 51 months + 3 months Grace period from the date of placement of PO.) as tabulated below :

Item Description	Value of Performance Security Bond	Valid Upto
Design, Engineering and Supply, Erection, Installation, Testing & Commissioning of Data Center (DC) at NPCIL HQ, Mumbai and Disaster Recovery (DR) Data Center at NPCIL RQAC, Hyderabad	₹ 2,31,88,556/- (Rupees Two crore Thirty One Lakhs Eighty Eight Thousand Five Hundred Fifty Six only)	 Plus three months claim period (i.e. 51 months + 3 months Grace period from the date of placement of PO.)

- 7.2 After the release of the EMD, the Performance Security Bond (PSB) will serve the purpose of Integrity Pact Security seamlessly during execution of the Contract and till the completion of the defect liability period, or 12 months from the date of the last payment/final bill payment, whichever is later. In such case, for any violation/breach of the Integrity Pact by the Contractor, the PSB shall be forfeited. The Contractor shall initially submit Performance Security Bond (PSB) as per relevant clauses of the Contract to start with. However, the Contractor will be required to extend the validity of Performance Security Bond (PSB) till validity of the IP if required. If contract security is waived/not available for seamless commitment towards IP, action as per Contract conditions and IP shall be taken against any violation of IP.

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PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/39

- 7.3 All Bank Guarantee for acceptance shall be submitted strictly as per format enclosed to this office for acceptance in a sealed envelope under covering letter quoting our full purchase order reference number and supplier's name.

Sr. Manager (Contracts),
Directorate of Contracts & Materials Management,
Nuclear Power Corporation of India Limited,
EIC Section, Nabhikiya Urja Bhavan, Block No.E-0,
Anushaktinagar, Mumbai-400094.

8.0 LATENT DEFECT SECURITY

- 8.1 The Contractor shall submit a Bank Guarantee for 1% (One Percent) of the total value of goods sold in the respective currencies as security against Latent Defect. This Bank Guarantee shall be valid for a period of 5 (Five) years (Plus claim period of Three Months) from the date of successful completion of the Defect Liability Period as per the contract.

9.0 INSURANCE COVER (For Erection & Commissioning)

- 9.1 The contractor shall, take out and maintain in effect the following Insurance based on reinstatement value during the performance of the contract and the Purchaser shall be named as co-insured under all insurance policies. All Insurer's rights of subrogation against co-insured shall be waived. In the Insurance Policies mentioned below except for Third Party Liability Insurance and Automobile insurance, the purchaser shall be named as LOSS PAYEE in this Insurance Policy.

9.2 Storage-cum Erection Insurance policy/ Contractor's All Risk Insurance Policy.

- 9.2.1 Insurance should cover physical loss or damage to the facilities at site against all risk including Terrorism occurring prior to the completion and handling over of facilities.

9.3 Third Party Liability Insurance

- 9.3.1 Covering bodily injury or death suffered by 3rd parties (including purchaser's personnel) and loss or damage to the property occurring in connection with the supply and installation of the facilities.

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PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/39

9.4 Workmen's compensation for Contractor's workmen

- 9.4.1 In accordance with the applicable statutory requirement.
- 9.4.2 The phrase "Purchaser's interest is protected" shall be endorsed in the Policy.

9.5 Automobile Liability Insurance

- 9.5.1 Contractor shall maintain automobile liability insurance covering all owned, non-owned and hired automobiles, trucks and other vehicles used by Contractor or its sub-Contractors in connection with the execution of contract.

9.6 Additional Insurance

- 9.6.1 Any other insurance that may become applicable during execution of the contract shall be arranged by the contractor at his own cost.

10.0 TERMS OF PAYMENT :

10.1 Payment for Item No. 1.2, 2.2, 3.2, 4.2, 5.2 & 6.2 of Section-A Erection and Commissioning (E&C) portion price

- 10.1.1 5% of E&C portion price shall be paid on completion of Activity-M2 (Project Planning and design phase initiation), acceptance of deliverables and on submission of the following documents.

- a) GST invoice of the contractor in triplicate
- b) Certificate by Engineer-in-Charge or his authorised Engineer regarding completion of Activity as per M2 of Delivery Schedule. The certificate shall indicate that payment as per clause no. 10.1.1 of the PO can be released
- c) Annexure-F duly filled/stamped and signed

- 10.1.2 85% of E&C portion price along with 100% taxes and duties as applicable, on pro-rata basis against satisfactory completion of Erection and site testing (as applicable) services of supplied items and equipment and submission of the following documents :

- a) GST invoice of the contractor in triplicate
- b) Certificate by Engineer-in-Charge or his authorised Engineer regarding against satisfactory completion of Erection and site testing (as applicable) services of supplied items and equipment. The certificate shall indicate that payment as per clause no. 10.1.2 of the PO can be released
- c) Annexure-F duly filled/stamped and signed

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PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/39

- 10.1.3 10% of E&C portion price shall be paid on completion of Activity-M7 (Final Acceptance) and completion of material accounting and on submission of the following documents.
- a) GST invoice of the contractor in triplicate
 - b) Certificate by Engineer-in-Charge or his authorised Engineer regarding satisfactorily completion of Activity-M7 (Final Acceptance) and completion of material accounting. The certificate shall indicate that payment as per clause no. 10.1.3 of the PO can be released
 - c) Annexure-F duly filled/stamped and signed

In the event of delay in attaining the events pertaining to GCC sub-clause no. 10.1.3 above for reasons attributable to the Purchaser, the corresponding payments can be released to the Contractor on expiry of Original CDD against Retention Bank Guarantee as per format given in Annexure-C, initially valid for 6 months and subsequently extendable till completion of the corresponding events. In addition to be encashable for failure of the Contractor to fulfil his Contractual obligations covered by the Retention Bank Guarantee, this Bank Guarantee shall also be encashable for the purpose of recovery of LD, if any, pursuant to GCC clause no. 6.2 (Delay in Supply).

10.2 Payment for Item No. 7.1 of Section-A (Facility Management Service (FMS) for DC and DR):

- 10.2.1 Payment will be made on quarterly basis, 100% of quarterly contract value of FMS for DC and DR along with applicable taxes and duties shall be paid at the end of each quarter, after due verification of Service Level Agreement (SLA) provided in Section C-2-16 of Tender Document as per **Annexure-I** attached and on submission of the following.
- a) GST invoice of the contractor in triplicate.
 - b) A Certificate by Engineer-in-Charge or his authorised Engineer regarding Satisfactorily verification of Service Level Agreement (SLA) & Quarterly performance report as per scope of the works for that Quarter. The certificate shall also indicate that payment as per clause no. 10.2.1 of the PO can be released
 - c) Annexure-F duly filled/stamped & signed

Note:

1. The applicable taxes and duties shall be paid at the prevalent rates.
2. The payment shall be released upon completion of activities/ submission of deliverables and on certification issued by Engineer-in-charge and other conditions stipulated above.
3. 100% payment of diesel for DG will be paid after refilling on basis of quoted value by the contractor and after Certificate by Engineer-in-Charge.

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PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/39

11.0 MODE OF PAYMENT

- 11.1 The payments in Indian Rupees, as applicable, will be released directly by the Purchaser through their Bankers, to the Contractor's bank account as per the terms of payment against submission of necessary documents.
- 11.2 The contractor shall provide their bank details for release of payment before submission of the first invoice/bill.
- 11.3 While releasing the payments, Income tax at the applicable rate will be deducted at source and necessary TDS certificate will be issued to the Contractor.

12.0 PAYING AUTHORITY :

- 12.1 All Invoices / Bills for payment shall be addressed to Consignee- i.e. Place of delivery with GST No and SA Code. However, all invoices/ bills and other documents for payments alongwith Bank details for e-payment through RTGS/NEFT shall be submitted to:

Manager (F&A)
Directorate of Contracts & Materials Management,
Nuclear Power Corporation of India Ltd.,
Nabhikiya Urja Bhavan, E-0 Block,
Anushakti Nagar, Mumbai - 400 094.

13.0 LIQUIDATED DAMAGES :

- 13.1 In the event of delay in completion of facilities as detailed in Clause no. 7.0 above, Liquidated damages will be levied at the rate of 0.25% of the total value of Contract per week or part thereof subject to a maximum of 5% of the total value of Contract (i.e. CMM/00-00-3-3628/e-PO/38 & CMM/00-00-3-3628/e-PO/39).
- 13.2 GST if applicable shall be levied on liquidated damages and the same shall be borne by contractor.

14.0 LIABILITY UNDER THE WORKMEN'S COMPENSATION ACT

- 14.1 The contractor shall at all times, indemnify the purchaser against any claims which may be under the Workmen's Compensation Act 1923 or any statutory modification thereof or otherwise for or in respect of any damages or





PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/39

compensation payable in consequences of any accident or injury sustained by any worker or other person in the employment of the contractor.

15.0 SUB-CONTRACT

- 15.1 The Contractor shall not Sub-Contract any or all of the work without a written consent from Purchaser. The Contractor shall be responsible to the Purchaser for all work including that of the sub-contractor, if allowed by the Purchaser.

16.0 SECRECY CLAUSE :

- 16.1 The purchase order shall be governed by Confidentiality clause no. 1.10 of General Conditions of Contract, i.e GCC/EPC-4/Rev.4.
- 16.2 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.

17.0 SETTLEMENT OF DISPUTE ;

- 17.1 Settlement of dispute will be governed as per Clause no.22 of GCC/EPC-4/ Rev.4.

18.0 CHANGE IN SCOPE/NEW ITEM:

- 18.1 After issue of Purchase Order, if any change in the facilities or scope of work results in requirement of additional items/additional quantities and/or extra work at site, the same shall fall under the scope of the contractor. The contractor shall be compensated for the same in accordance with GCC Clause No.19 (Change in the Facilities).

19.0 PROGRESS REPORTING:

- 19.1 Format for Weekly and Monthly progress monitoring is to be finalized and updated time-to-time. The report shall comprise Executive Summary, Physical and Financial Progress, S-Curves, activity based progress, cost and schedule variances if any, plan for corrective actions, three monthly rolling plan of activities, Resource position, etc.

82



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/39

- 19.2 The Contractor shall also submit signed copy of the weekly and monthly Progress Report in an acceptable format to Engineer-in-Charge at the following address:

Deputy Chief Engineer (ERP)

Nuclear Power Corporation Of India Ltd.,
10-N-56 , Vikram Sarabhai Bhavan ,
Anushakti Nager, Mumbai- 400 094

for monitoring the progress of the work with a copy to **Associate Director, C&MM**, NPCIL, Mumbai for information.

- 19.3 **A hindrance** register shall be maintained by the contractor in an approved format at NPCIL, MUMBAI & Hyderabad and record of hindrance shall get approved / endorsed by Engineer-in-Charge for recording/monitoring of hindrance to the progress of work and resolution thereof.

20.0 POST ORDER CORRESPONDANCE

- 20.1 All Correspondence regarding Technical matters in respect of this order shall henceforth be addressed to Engineer-in-Charge :

Deputy Chief Engineer (ERP)

Nuclear Power Corporation Of India Ltd.,
10-N-56 , Vikram Sarabhai Bhavan ,
Anushakti Nager, Mumbai- 400 094

with a copy to **Associate Director**, Directorate of Contracts & Materials Management, Nuclear Power Corpn. of India Ltd., A - '0' Block, Ground Floor, Nabhikiya Urja Bhavan, Anushakti Nagar, Mumbai-400 094.

- 20.2 All Correspondence regarding Commercial matters in respect of this order shall henceforth be addressed to:

Associate Director (C&MM),

Directorate of Contracts & Materials Management,
Nuclear Power Corpn. of India Ltd.,
A - '0' Block, Ground Floor,
Nabhikiya Urja Bhavan, Anushakti Nagar,
Mumbai – 400 094.

8/2



PURCHASE ORDER NO. CMM/00 00 3 3628/e-PO/39

21.0 TERMS AND CONDITIONS OF CONTRACT

21.1 This Purchase Order will be governed by the Terms and conditions contained in the Tender Document and documents as detailed below:

- a) Special Conditions of Contract (SCC).
- b) General Conditions of the contract, GCC/EPC-4/Rev.4
- c) Tender (including technical specifications, drawings, etc.) document, other than Sr. No. (b) &(c)

21.2 In case of any contradiction between GCC and SCC, SCC shall prevail over GCC.

(Pankaj Trivedi)
Addl. General Manager (C&MM)
For and on behalf of Nuclear Power Corporation of India Ltd.,
(The Purchaser)



ANNEXURE-I

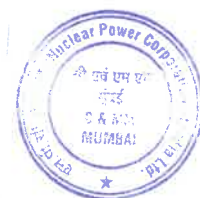
SERVICE LEVEL AGREEMENT OF FMS PHASE

1. Overview

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the selected bidder to the NPCIL for the duration of **Facility Management Phase**. The NPCIL will regularly review the performance of the services being provided by the selected bidder and impose penalties if any deficiency is found in the services.

2. Service Level Agreements Monitoring

- 2.1 The NPCIL will carry out the quarterly monitoring and performance review of Contractor against the monthly/ Quarterly formulated reports for SLA. Engineer-in-Charge or an authorised person from NPCIL will review the performance of Contractor against the SLA.
- 2.2 The SLA reports shall be formulated based on the manual and automated system generated reports.
- 2.3 The Contractor shall submit the monthly/Quarterly SLA report to designated Nodal officer as per agreed frequency and timeline.
- 2.4 Reporting procedures: the selected bidder's representative will prepare & distribute SLA performance reports in an agreed upon format by the 7th working day of subsequent month/Quarter of the reporting period. The reports will include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to the Nodal officer from NPCIL /Department of IT, if required.
- 2.5 Monitoring and Auditing: NPCIL will review the performance of selected bidder against the SLA parameters each month/Quarter, or at any periodicity defined in the contract document. Any such review / audit can be scheduled or unscheduled. The results will be shared with the selected bidder as soon as possible.
- 2.6 NPCIL reserves the right to appoint a third-party auditor to validate the SLA.



PURCHASE ORDER NO. CMM/EIC/00-00-3-3628/E-PO/39

ANNEXURE-I

- 2.7 For requirement of SLA audit, the NPCIL may perform a visit either by its own staff or by an external contractor at respective DC/DR locations.
- 2.8 The review / audit report will form a basis of any action relating to imposing penalty on or breach of contract of the Contractor.
- 2.9 The measurement of Penalty will be done on Quarterly basis and charged on Quarterly payment.
- 2.10 Bidder may keep spare equipment/ parts etc. to keep the services running and minimize the fault duration & penalties.
- 2.11 No penalty will be imposed for downtime asked by the bidder for preventive maintenance, schedule maintenance, patch upgradation etc. However, any of these activity shall be done only in off peak hours and with due permission from NPCIL.
- 2.12 In case, SLA breach happens due to the technical dependency on the NPCIL, the penalties would not be applicable on Contractor.
- 2.13 Computation of penalty:**
- 2.13.1 Time of delay for penalty computation shall be calculated from the day and time of reporting of issue to day and time of issue resolution. Time shall be recorded in HH:MM format.
- 2.13.2 Delay shall be calculated in the multiples of half day e.g. any delay below 12 hours shall be treated as half day delay and similarly any delay beyond 12 hours but less than 24 hours shall be treated as one day.
- 2.13.3 All penalties shall be computed in the multiples of half days.
- 2.13.4 Penalty for half a day delay shall be half of full day penalty.

3. Definitions

- 3.1 Uptime:** means the aggregate number of hours in any Quarter during which each equipment/service is available for use out of the Total Hours.
- 3.2 Scheduled Downtime:** means the aggregate number of hours in any Quarter during which each equipment/service/application/system, is down during Total Hours, due to any of the following:



ANNEXURE-I

- i. Planned Downtime
- ii. Any other situation which is not attributable to the failure of Contractor (or Service provider)
- iii. Force Majeure

3.3 Total Hours: means the total hours over the measurement period i.e., one Quarter (24 x number of days in the Quarter).

3.4 "Fault": means failure to meet the applicable service level set out in this SLA.

3.5 "Emergency Maintenance" or "EM": shall mean maintenance carried out under a condition or situation which poses danger to the system, equipment, network, facilities required for rendering the Services, danger to life etc. as the case may be and has to be attended immediately. Contractor shall notify NPCIL about the emergency maintenance in advance, however depending upon the demands of the situation; if the contractor is not able to notify NPCIL prior to conducting such Emergency Maintenance, it may do so at the earliest opportunity after the performance of such emergency maintenance.

3.6 "Planned Downtime" or "PD": means the aggregate number of hours in any billed month during which downtime is requested by Contractor to carry out checks, configuration changes, and preventive maintenance of Facility and mutually agreed by NPCIL.

(a) of which the NPCIL is notified 48 hours in advance and

(b) that is performed during a standard maintenance window from 11 PM to 6 AM IST or

(c) performed during a non-standard maintenance window at a time approved by the NPCIL.

Nothing herein shall restrict Contractor from conducting Emergency Maintenance on an as needed basis. Examples of activities covered under Planned downtime shall include but is not limited to the following activities: -

- Routine Preventive Maintenance to prevent deterioration of the quality of Services
- Preventive Maintenance of utilities like Cooling System, UPS, Fire System, DG and other electrical equipment(s) etc.



PURCHASE ORDER NO. CMM/EIC/00-00-3-3628/E-PO/39

ANNEXURE-I

The Contractor will be required to schedule “Planned Downtime” with prior approval of NPCIL. This will be planned except the Business hours of NPCIL. For this purpose, the Business hours should be considered as 8.30 AM to 7.00 PM.

In exceptional circumstances, NPCIL may allow Contractor to plan Scheduled Downtime in the Business hours where actual production downtime will be minimal i.e., less than 30 Minutes.

Planned Downtime (for e.g. patch application, upgrades – OS, Database, etc.) would need to be mutually agreed between NPCIL and SI. To reduce this time, various maintenance activities can be clubbed together with proper planning.

3.7 “Downtime”: shall mean the aggregate number of hours in a billed quarter during which any equipment/service(s)/system (s)/ application was not available for use by the NPCIL. For the purpose of downtime only the impacted service(s) or system (s) impacted shall be considered. The recording of Downtime shall commence at the time of registering the information with Contractor for any downtime situation for the equipment/service(s)/system (s)/ application. Downtime shall end when the problem is rectified, and the equipment/service(s)/system (s)/ application is available to the user.

Scheduled Downtime (SD) shall not be counted as “Downtime” .

3.8 “Cumulative Downtime”:- Cumulative Downtime accumulates sum total of each Downtime experienced by any equipment/service(s)/system (s)/ application over multiple instances within a specified period.

3.9 “Affected portion”:- If any equipment/hardware(s)[e.g. A] is faulty/not functional and other equipment/hardware(s)[e.g. B] which could not function / could not be used due to failure of equipment/hardware(s)[e.g. A], then the affected portion will be equipment/hardware(s) [A]+[B]. For e.g. If both leaf switches are faulty/not functional, due to which the complete server rack is faulty/not functional, then penalty will be imposed on all equipment falling in



ANNEXURE-I

that particular rack. Similar, penalty calculation w.r.t. affected portions will be followed for all types of equipment installed in this project including cabling /intelligent cabling.

4. Availability Calculation Method

$$\% \text{ Availability} = \frac{\text{Uptime} + \text{Scheduled Downtime}}{\text{Total Hours}} \times 100$$

4.1 Uptime Calculation for the Calculation Period

Uptime during a calculation period = Total Hours – Cumulative Downtime

5. Service Level Agreements and Targets

The service levels agreements shall be agreed by the Contractor as a key performance indicator for this engagement. These key indicators shall be used while monitoring and measuring performance of Contractor. The service level performance indicators have been categorized under:

5.1 Part-A:

- i. Infrastructure service SLA
 - a. Availability related SLA
 - b. Preventive Maintenance related SLA
 - c. PUE related SLA
- ii. Compliance/Reporting Procedure related SLA

5.2 Part-B:

- i. Manpower Service-related SLA

2



PURCHASE ORDER NO. CMM/EIC/00-00-3-3628/E-PO/39

ANNEXURE-I

All management tools required to monitor the performance of the service should be provided by the Contractor at no extra cost to NPCIL. The Contractor would be required to provide access to the management tools to the NPCIL for monitoring purposes and would also provide the MIS reports for overall project and SLA monitoring as a part of the contract.



ANNEXURE-I

5.1: PART A-SLA						
Infrastructure service levels						
Sl. No.	Service	Parameter	Service Level Metric	Measurement Tool/ Validation	Performance parameter (% Quarterly Availability)	Penalty (% of Quarterly payment)
1.	Uptime of All Data Centre equipment(s) and related services under the scope	Availability of components like UPS, Fire Safety System, Transformer, Access Control System etc. the Scope of Work	≥ 99.95% uptime	Separate reports for availability of each equipment and its related services shall be prepared for DC (at Mumbai) and DR (at Hyderabad) with a quarterly periodicity.	≥99.95%	No Penalty
					<99.95%	0.5% of the equipment(s) cost of “affected portion” for first 48 hours. Beyond 48 hours, the rate of penalty shall be 1% of equipment(s) cost of affected portion. Penalty of ₹1000 on per day basis will be charged for equipment(s) whose individual line item price could not be derived from the price bid besides the



ANNEXURE-I

						penalty arising out of “affected portion” per day.
2.	Preventive Maintenance (each equipment/ Component supplied as per Scope	As per NPCIL approved Preventive maintenance Plan (PMP) from contractor	Compliance to PMP	Preventive Maintenance Report and PMP measured and Validated by Quarterly SLA Performance Report.	Completed as per frequency defined in Preventive Maintenance Plan If not completed as per frequency defined in Preventive Maintenance Plan	No Penalty Penalty of ₹10,000 per day of delay beyond scheduled PM day.
3.	Power Usage Efficiency (PUE)	PUE measurement as per standard method. Reported value of PUE shall be rounded off to first place of decimal. For example PUE (say 'Z') of $X.00 \leq Z \leq X.05$ shall be rounded off	≤ 1.8 at $\geq 60\%$ load	PUE measurement Report consisting of Daily average PUE for all times when IT loads are $> 60\%$ of full IT load (spare racks not considered)	≤ 1.8 at $\geq 60\%$ IT load > 1.8 at $\geq 60\%$ IT load	No Penalty For every 0.1 degradation, in the PUE value, there will be a penalty of ₹2,000 per day



ANNEXURE-I

		to X. Similarly, PUE of $X.05 < Z \leq X.10$ shall be rounded off to X.1				
Compliance & Reporting Procedures SLA						
1.	SLA Performance Report	Availability of SLA report covering all types of SLA mentioned in this document and parameters required for SLA monitoring within the defined time	Within 7 working days from the end of the month	Quarterly Report	Submission of report as scheduled and defined frequency	₹1,000 per day for first 07 days of delay and ₹10,000 per day for each day thereafter.

20



ANNEXURE-I

PART-B: SLA

1. Manpower Service Level Agreement

(There will not be any capping for this section)

SLA would be applicable in operations and management phase of the project. SLA would be applicable on the availability of manpower and the service levels mentioned below.

5.2 PART-B: SLA Manpower Service Level Agreement		
S. No.	Service level agreement	Penalties for non-compliance
1	Non-deployment of total manpower mentioned in the contract	₹2,000 per day per person will be deducted from due payments for non-deployment of complete manpower.
2	If the employee is found responsible for any theft, loss of material/ articles and damages	Immediate payment in actuals, equivalent to the value of the article theft/lost/damage. Replacement of erring person within 3 days or cancellation of contract as decided by the NPCIL depending on the gravity of the act.
3	If the employee is found responsible for disobedience/ misconduct	Replacement of resource within 3 days after written notice from NPCIL. If the resources is not replaced after 3 days, then a penalty of ₹10,000 per day per person shall be levied.



ANNEXURE-I

6. General Notes for SLA

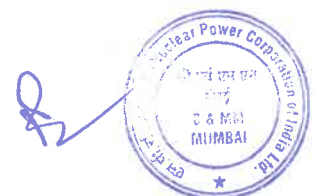
1. Total value of SLA penalties will be calculated as follows:
 - a. If two or more penalties are due to mutually exclusive events/incidences, as proposed and accepted by NPCIL, then all penalties shall be levied separately.
 - b. In cases where two or more penalties are applicable due to single root cause (one event leading to another as in domino effect), as proposed and accepted by NPCIL, then the highest penalty as per applicable SLA will be levied and all other penalties shall be waived off. Thus, for any single event or fault, it will be ensured that no double/multiple penalties will be levied. This will not include any human error or manpower deployment related penalty. Wherever, any human cause is established, then all the penalties will be levied separately.
2. The overall Penalties for PART-A SLA (i.e., for clause 1 to 4) per quarter shall be capped at a maximum of 25 % of the respective payment of Grand Total Value for the Quarter.
3. The overall Penalties for PART-B SLA (i.e., for clause 1 to 3) per quarter shall be capped at a maximum of 100 % of the respective payment of Grand Total Value for the Quarter.

7. Maximum Capping of Penalty:

The overall Penalties per quarter for breach of the SLAs specified in PART-A SLA and PART-B SLA shall be capped at 100 % of the payment for the Quarter.

8. Issue Management

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues if quick consensus is not reached between NPCIL and bidder. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.



ANNEXURE-I

8.1 Reporting of Issues:

- a. All the issues shall be reported to the person on duty at respective site, who will duly record the complaint digitally in the DCIM and/or on paper in the complaint register. Contractor's person on duty shall also record the details of the complaint with date and time (HH:MM format). In the similar fashion the date and time of resolution shall be recorded in DCIM.
- b. In case the issue is not resolved as expected, the site supervisor of the contractor shall be informed by the on-duty representative of the contractor. For all purposes, NPCIL shall consider that informing the on-site person of the contractor tantamount to informing all the officers of the contractor in the escalation matrix.

8.2 Issue Management Process

- a) Either NPCIL or selected bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- b) NPCIL will determine which committee or executive level should logically be involved in resolution.
- c) A meeting or conference call may be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 7 working days prior to the discussion if the issue is not an emergency requiring immediate attention.
- d) Management of NPCIL and selected bidder will develop a temporary, if needed, and the permanent solution for the problem at hand. The Contractor will then communicate the resolution to all interested parties.
- e) In the event a significant business issue is still unresolved, the arbitration procedures described in the Contract will be used.



ANNEXURE-I

9. Termination of Contract and Penalties

9.1 Risk and Cost Factor

In the event of termination of contract based on non-performance by the selected bidder as per SLA, selected bidder will be solely responsible for risk and cost factor thereon.

9.2 Breach of SLA

In case penalty imposed on the bidder consecutively for two consecutive quarters reaches **40% of the quarterly payment or availability is less than 96%**, Then NPCIL will treat it as a case of breach of Service Level Agreement. In case of default by the Contractor, NPCIL shall have the rights to terminate the contract as per terms and conditions defined in Tender.

(Pankaj Trivedi)
Addl. General Manager (C&MM)
For and on behalf of Nuclear Power Corpn. of India Ltd
(The Purchaser)



PERFORMANCE SECURITY BOND

NUCLEAR POWER CORPORATION OF INDIA LIMITED
(Acting through) Executive Director,
Directorate Of Contracts & Materials Management
NUB, Anushaktinagar, Mumbai-400094.

1. WHEREAS on or about the (Date of the Purchase Order)
M/s. _____ a Company
incorporated 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 Contract'),
with Nuclear Power Corporation of India Limited (A Government of India Enterprise)
acting through Director, Contracts & Material Management (hereinafter referred to as
(Purchaser) for supply of _____ (hereinafter
referred to as 'The Equipment').
2. AND WHEREAS under the terms & conditions of the contract, the Contractor shall
furnish Performance Security Bond for an amount of Rs. _____ (Rupees
_____ only) representing 10% of the total value of the
contract in the form of a bank guarantee, in a manner herein contained duly executed
by a scheduled/nationalised bank towards satisfactory performance of the contract and
performance of the equipment and 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 terms and conditions contained in the said agreement. The
Performance Security Bond shall be valid till satisfactory completion of Defect
Liability Period covering the Warranty/Guarantee period of the equipment as per the
terms & conditions of the said agreement.



3. NOW WE, the _____ (Bank) in consideration of the promises do hereby agree and undertake to pay to the Nuclear Power Corporation of India Limited, (the purchaser) on behalf of the Contractor, the said sum of Rs. _____ (Rupees _____ Only), 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 any breach by the said Contractor of any of the terms and conditions contained in the said agreement or by reason of the contractors failure to perform the said agreement or 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 the said sum of Rs. _____ (Rupees _____ Only), demanded notwithstanding any dispute or disputes raised by the Contractor(s), in any suit on proceedings pending before any Court or Tribunal relating thereto, our liability under this presents being absolute irrevocable 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 shall have to 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 the amount of damages suffered by the Purchaser by reasons(s) of any breach by the said Contractor or whether the said equipment is giving satisfactory



performance or not during the Warranty Period as per the terms and conditions of the said agreement, shall be final and binding on us.

6. AND WE, the _____ (Bank) do hereby further 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 and shall remain in full force and effect during the period that would be taken for the performance of the said agreement 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.
8. OUR Guarantee shall remain in force until _____ and unless a claim under the guarantee is lodged with us within three months from the said 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 _____ 201_

For _____

(indicate the Name of bank)



RETENTION BANK GUARANTEE

NUCLEAR POWER CORPORATION OF INDIA LIMITED
 (Acting through) Executive Director,
 Contracts & Materials Management
 Nabhikiya Urja Bhavan,
 Anushaktinagar,
 Mumbai - 400 094.

1. WHEREAS on or about the _____ day of _____ M/s. _____ a Company registered under the Companies Act 1956 and having its registered office at _____ (hereinafter referred to as 'The Contractor') entered into an agreement bearing No. _____ dtd. _____ (hereinafter referred to as the 'The Contract'), with Nuclear Power Corporation of India Limited (acting through Executive Director, Contracts & Materials Management Group) (hereinafter referred to as the 'The Purchaser') for supply of _____ (hereinafter referred to as 'The Equipment').

2. AND WHEREAS under the terms and conditions of the contract balance 10% payment is to be made against _____ and on the supplier furnishing a retention bank guarantee for Rs. _____ (Rupees _____ only) representing 10% of the contract value in the manner herein contained.

3. NOW WE, (Bank) _____ in consideration of the Purchaser having agreed to pay to the Contractor balance payment of Rs. _____ (Rupees _____ only) do hereby agree and undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of a sum not exceeding the said sum of Rs. _____ (Rupees _____ only) against any damage or loss that may be suffered by the Purchaser by reason of non fulfillment of any of the terms and conditions of the contract by the CONTRACTOR.

4. WE, the (Bank) _____, do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the EXECUTIVE DIRECTOR, CONTRACTS AND MATERIALS MANAGEMENT on behalf of M/s. NUCLEAR POWER CORPORATION OF INDIA LIMITED 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 of any of the terms and conditions contained in the said agreement or by reason of the Contractor(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).



5. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s), 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 there under and the Contractor(s) shall have no claim against us for making such payment.
6. AND WE, the (Bank) _____, hereby further agree that the decision of the said EXECUTIVE DIRECTOR, CONTRACTS AND MATERIALS MANAGEMENT GROUP, NUCLEAR POWER CORPORATION OF INDIA LIMITED as to whether the Contractor has committed breach of any such terms and conditions of the contract or not and as to the amount of damages or loss assessed by the said EXECUTIVE DIRECTOR, CONTRACTS AND MATERIALS MANAGEMENT GROUP, NUCLEAR POWER CORPORATION OF INDIA LIMITED as damage or loss suffered by the Purchaser on account of such breach would be final and binding on us.
7. WE, the (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 or to extend time of performance by the said Contractor 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 and to forebear 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 variations or extensions being granted to the said Contractor or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of relieving us.
8. THIS GUARANTEE will not be discharged due to the change in the constitution of the Bank of the Contractor(s)/Supplier(s).
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.

NOTWITHSTANDING ANYTHING CONTAINED herein above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force for a period of three months from the date of the bank guarantee i.e. up to _____ and unless a claim under the guarantee is lodged within the above date, all rights of the Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee there under.

Dated the _____ day of _____ 201_

For _____
(Indicate the name of the Bank)

* * *



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.
- ☐ (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/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.

Signature Not Verified

Digitally signed by ADITYA MADHAV KATHALE
Date: 2024.12.13 17:54:32 IST
Location: eProcurement System for Central PSUs

