



SPECIAL PURCHASE CONDITIONS (SPC)

(The conditions in this section are to be read in conjunction with the General Purchase Conditions, Instruction to Bidders & standard SPC. In case of any contradictions, the conditions mentioned herein shall supersede any other related conditions anywhere else in this tender document)

Special Purchase Conditions – Volume II Section I Part – A

Procurement of Overhauling spares for Generator Overhauling for EMD Darlipali for both units

	TYPE OF BIDDING	Single Stage Single Envelope Bidding Basis.
	JURISDICTION	The courts at Raipur shall have jurisdiction in all matters
	PLACE OF ARBITRATION {GPC Clause 14.5}	Delhi, INDIA
	DELIVERY SCHEDULE/COMPLETION SCHEDULE/ DELIVERY LOCATION {GPC Clause 19.0}	<p>Within 180 DAYS from the date of PO.</p> <p>Agency/ Vendor will submit Photographs (Min: One, Max: Three – against each Material Code, taking <i>photographs</i> from different perspectives) at the time of delivery of Material. The max allowable file size will be 1 MB per photo in jpg /png format. The photos are to be uploaded through the “PO Image Tagging” tab available under “Important Links” on the website https://pradip.ntpc.co.in/VendorFinal/Login.jsp</p> <p>#The Delivery Location:</p> <p>Darlipali STPP P.O.Darlipali Odisha 770072 India</p> <p>Consignee: Manager/ Senior Manager (Stores)</p>

	<p>PAYMENT TERMS {GPC Clause 21.0}</p>	<p>100% payment shall be released within 30 days of receipt and acceptance of materials and submission of invoice and dispatch documents complete in all respect.</p> <p>Documents required:</p> <p>a. GST invoice</p> <p>b. L.R./ G.R copy</p> <p>c. Vendor alongwith material shall submit test certificate.</p> <p>Also, the Fitment & Interchangeability Terms and Conditions shall be applicable to the material supplied against the PO. No separate Fitment & Interchangeability certificate is required to be submitted by the Supplier along with the material. The Fitment & Interchangeability terms and condition shall be binding on the supplier.</p>
	<p>Performance Bank Guarantee (refer “Annexures to SPC” for GUIDELINES ON Performance Bank Guarantee (PBG) SUBMISSION)</p>	<p>Not Applicable</p> <p>If PBG is applicable, eBG only to be submitted through NESL portal as per attached document. (Instructions for submission of eBG)</p>
	<p>INSPECTION {GPC Clause 33.0}</p>	<p>Material will be inspected at NTPC Stores.</p>
	<p>BID VALIDITY</p>	<p>Offer Validity shall be for 90 days from the latest deadline set for submission of Bids.</p>
	<p>INTEGRITY PACT {GPC Clause 46.0}</p>	<p>Not applicable</p>
	<p>Authorisation of Dealer/ Distributor/ Channel Partner</p>	<p>Wherever a Bidder (OEM/ OES/ Manufacturer) intends to forward the enquiry to his dealer/distributor/channel partner to quote in the tender, an Authorization Letter from the Bidder (OEM/OES/Manufacturer) is to be submitted to the tender issuing authority before the BOD to enable NTPC to add the dealer to enable the</p>

		dealer/ distributor/ channel partner to submit the bid online
	NIL DEVIATION	NO DEVIATION IS ACCEPTABLE AGAINST ANY OF THE BID TECHNICAL SPECIFICATIONS, TERMS AND CONDITIONS.
	General Evaluation (GTE) Technical	<p>By accepting “Do you certify full compliance to all provisions of Bid Doc?” under General Technical Evaluation (GTE) of the Tender at GEPNIC e-Tender Portal bidders shall certify their compliance to the following:</p> <ol style="list-style-type: none"> 1. Full compliance to all provisions of Bid Documents with NIL DEVIATION 2. "Policy for Debarment from Business Dealings " of Employer 3. “Anti-Bribery and Anti-Corruption (ABAC) Policy” of Employer 4. “Conflict of Interest” clause of Employer 5. ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India” 6. All provisions of the Integrity Pact (if applicable) 7. Fraud Prevention Policy of NTPC.
	Documents to be submitted along with online offer	<p>Bidder(s) is requested to submit the following documents along with BID to avoid delay in getting the clarifications and confirmations.</p> <ol style="list-style-type: none"> a. Technical Data Sheet for all the offered items. b. Signed Technical Compliance for all the offered items. c. Duly signed and stamped present Special Purchase Conditions document in support of acceptance d. Documents in Support of Price justification: Vendors are requested to submit the documents like- POs issued by NTPC/Govt Organization/ Any reputed Organization / Material indices justifying the Price hike/Price lists etc. along with their bid in support of their quoted rates. e. Any other documents specified in technical specifications document



	Nodal Officer of NTPC (After PO place)	All future post award communication/ correspondence will be done with Nodal Officer of NTPC Nodal Officer: In-charge of Site Stores, Email id- storeincharge- darlipali@ntpc.co.in	
	CONTACT PERSONS	Anju Kumari Sr. Manager,USSC-C&M	Reena Dureja AGM(USSC C&M)
	ADDRESS	NTPC Limited (A Government of India Enterprise) USSC-CPG Plot No. -87, Sector-24, Atal Nagar Nava Raipur RAIPUR Chhattisgarh- 492018, India Telephone No. : 0771-2544505 Fax No. : 0771- 2544550	
	Tel No/Mobile no	8005442544	9650994221
	E mail ID	anjukumari@ntpc.co.in	reenadureja@ntpc.co.in

SPECIAL PURCHASE CONDITIONS (SPC)

((The conditions in this section are to be read in conjunction with the General Purchase Conditions & Instruction to Bidders. In case of any contradictions, the conditions mentioned herein shall supersede any other related conditions anywhere else in this tender document))

Standard Terms & Conditions applicable for the POs awarded through tendering on Single Tender OEM/OES basis for procurement cases.

Special Purchase Conditions – Volume II Section I Part - A

<p>1.0</p>	<p>PRICE BASIS {ITB Clause 12.0 & GPC Clause 16.0}</p>	<p>The Price Quoted shall be firm till the completion of delivery and on FOR basis.</p> <p>Packing and forwarding charges: Inclusive in the bid price and in Vendor’s Scope.</p> <p>Freight and Insurance: Inclusive in the bid price and in Vendor’s Scope.</p> <p>Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.</p>
<p>2.0</p>	<p>DELIVERY SCHEDULE/COMPLETION SCHEDULE/ DELIVERY LOCATION {GPC Clause 19.0}</p>	<p>Delivery schedule shall be mutually agreed during the tendering stage. However, vendor shall put all out efforts to meet the site requirement.</p> <p>As per Technical Data Sheet</p>
<p>3.0</p>	<p>PAYMENT TERMS {GPC Clause 19.0}</p>	<p>Upto Value: 5 Crore</p> <p>100% Payment shall be released within thirty (30) days of receipt of materials and submission of required documents in all respect, subject to acceptance of the materials.</p> <p>Vendor shall submit their bills online only.</p> <p>The documents to be submitted online along with GST invoice are mentioned below.</p>

		<ul style="list-style-type: none"> a. GST Invoice b. L.R./G.R copy c. Certificate of conformance/ d. Test Certificate (if applicable) e. MDCC issued by NTPC RIO, (if applicable) f. Tender Specific Certificates (if any) <p>Above value: 5 Crore</p> <p>10% of the basic award value as advance against Advance BG and Proforma Invoice</p> <p>Balance 90% Payment shall be released within thirty (30) days of receipt of materials and submission of required documents in all respect, subject to acceptance of the materials.</p> <p>Vendor shall submit their bills online only.</p> <p>The documents to be submitted online along with GST invoice are mentioned below.</p> <ul style="list-style-type: none"> a. GST Invoice b. L.R./G.R copy c. Certificate of conformance/ d. Test Certificate (if applicable) e. MDCC issued by NTPC RIO, (if applicable) <p>Tender Specific Certificates (if any)</p>
4.0	<p>CONTRACT PERFORMANCE GUARANTEE (CPG-PBG) BANK</p> <p>{GPC Clause 24.0}</p>	<p>Applicable only for the new product / system ordered/Equipment where performance is to be monitored.</p> <p>Vendor shall furnish the Performance Bank Guarantee (PBG) for an amount equal to 5% of total order value. PBG should be valid for a period of three months (3 months) beyond the expiry of warranty period.</p> <p>The PBG should be submitted 15 days before receipt of materials at Site.</p>
5.0	<p>WARRANTY GUARANTEE /</p>	<p>Material should be guaranteed for a period of 12 months from the date of use or 14 months from the date of supply whichever is earlier against defective materials and faulty workmanship.</p>

	{GPC Clause 30.0}	<p>Add the following as 30.0 (d) of GPC.</p> <p>The Guarantee/ Warranty Terms and Conditions shall be applicable to the material supplied against the PO. No separate Guarantee/ Warranty Certificate is required to be submitted by the Supplier along with the material. The Guarantee/ Warranty terms and condition shall be binding on the supplier</p>
6.1	Interchangeable and Fitment	<p>All items supplied against the order shall confirm to fitment with existing unit and should be one to one interchangeable with existing spares.</p> <p>No separate Fitment/Interchangeability Certificate is required to be submitted by the Supplier along with the material. The Fitment/Interchangeability terms and conditions mentioned above shall be binding on the supplier.</p>
6.0	INSPECTION {GPC Clause 33.0}	Type of Inspection shall be mutually agreed during the tendering stage.
7.0	Evaluation Criteria {ITB Clause 30.0}	Item wise Evaluation/Lumpsum.
8.0	LIQUIDATED DAMAGES FOR DELAY IN EXECUTION	<p>The vendor shall execute the supply strictly as per the specifications & Time schedule as stipulated in LOA.</p> <p>The timely delivery of the material is the essence of the contract.</p> <p>In the event of Supplier's failure to deliver the material of acceptable quality within the stipulated delivery period, the liquidated damages are payable @ 0.5% (one half of one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability under this clause shall not exceed 5% of the Order value as awarded. Amount shall be deducted from the Supplier's bill.</p> <p>The date of PO will be effective date for all purposes. However, in case of Levy of LD "Actual</p>

		Delivery Period" will be calculated from the "Date reckoned as (Date of PO + 10days)" for the purpose of calculation of LD.
9.0	Other Terms & Conditions	For terms & conditions not explicitly mentioned here, the conditions in the NTPC General Purchase conditions shall apply.
10.0	Validity of these Terms and Conditions	2 years. May be Extended to another 2 years if mutually agreed.




Mr. Mayank Pandey (GM – M&S)

**RAMA
KRISHNA
POLAPALA**

Digitally signed by
RAMA KRISHNA
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Date: 2024.05.24
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