

NTPC LIMITED

(A Government of India Enterprise)



VOLUME – II

SECTION I

SPECIAL PURCHASE CONDITIONS

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)

Special Purchase Conditions – Volume II Section I Part – A

Procurement of IFM Make LK3123 Level Sensor for WR/ZR & UG VALVE OSU at NTPC SIPAT stage-1

1.0	TYPE OF BIDDING -	Single Stage Two Envelope Bidding Basis. Bidder shall furnish details pertaining to Technical details such as Source of Supply and acceptance shall be furnished in Technical Envelope. Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders.
2.0	PRICE BASIS {ITB Clause 12.0 & GPC Clause 16.0}	The Price Quoted shall be firm till the completion of delivery and on F.O.R. Destination Site basis as mentioned at Para 5.0 below. Detailed price break up should be uploaded in Finance Cover as per the conditions of the Price Bid - BOQ excel sheet. Bidder has to quote the unit basic price inclusive of P&F, Freight, Insurance Charges and any other charges in BOQ Excel Sheet. Both Foreign and Indian bidder shall quote their prices on FOR Site NTPC Basis. Foreign Bidder shall quote their prices in any freely convertible currency such as Dollar, Pound sterling, Euro, Japanese Yen etc.

2.1	Foreign Bidder shall provide the Price Break up as under: <table border="1"> <thead> <tr> <th>Sl no</th><th>Details of Price Break up of Quoted charges</th></tr> </thead> <tbody> <tr> <td>1</td><td>FOB / FCA Price to Nearest Sea port /Airport from manufacturer's works.</td></tr> <tr> <td>2</td><td>Overseas Freight from Sea port/Airport (Shipping Seaport/Airport) to Indian Sea port/Airport</td></tr> <tr> <td>3</td><td>Overseas insurance from Shipping Seaport/Airport to Indian Sea port/Airport.</td></tr> <tr> <td>4</td><td>Customs Duty /Other charges (If Applicable).</td></tr> <tr> <td>5</td><td>Inland Transportation (From Indian Sea port/Airport to Respective NTPC Site)</td></tr> <tr> <td>6</td><td>Inland Insurance (From Indian Sea port/Airport to Respective NTPC Site)</td></tr> </tbody> </table> Note : 1. Unloading of consignment at NTPC Site shall be in NTPC Scope. 2. Customs charges shall be Reimbursed to bidder as per actuals. The Vendor shall indemnify the Employer, from any action taken against the Employer by any competent authority in connection with the enforcement of the applicable custom laws, regulations, notifications, on account of contravention of any of the provisions therein, including amendments thereto. If the Employer is caused to pay or otherwise made liable, such amounts including penalties, if any as may be necessary for non-observance of the provisions stipulated in the laws, rules, notifications including amendments, if any on the part of the Vendor, the Engineer -in-Charge / Employer shall have the right to deduct any such money from any amount due to the vendor including his performance security, under the Contract or any amount due to the vendor against any contract in	Sl no	Details of Price Break up of Quoted charges	1	FOB / FCA Price to Nearest Sea port /Airport from manufacturer's works.	2	Overseas Freight from Sea port/Airport (Shipping Seaport/Airport) to Indian Sea port/Airport	3	Overseas insurance from Shipping Seaport/Airport to Indian Sea port/Airport.	4	Customs Duty /Other charges (If Applicable).	5	Inland Transportation (From Indian Sea port/Airport to Respective NTPC Site)	6	Inland Insurance (From Indian Sea port/Airport to Respective NTPC Site)
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		NTPC. The Employer shall also have the right to recover from the vendor any sum required or estimated as required for making good any loss or damage suffered / likely to be suffered by the Employer, on this account.
3.0	JURISDICTION	RAIPUR Courts , INDIA
4.0	PLACE OF ARBITRATION {GPC Clause 14.5}	Delhi, INDIA
5.0	DELIVERY SCHEDULE/COMPLETION SCHEDULE/ DELIVERY LOCATION {GPC Clause 19.0}	Within 90 days from the date of PO. #The Delivery Location : Sipat Super Thermal Power Project, PO Ujwal Nagar District Bilaspur, Chhattisgarh - 495555, India. Telephone No.: 07752-246552 Fax No. : 07752-246507 GST No.: 22AAACN0255D4Z5
6.0	PAYMENT TERMS {GPC Clause 21.0}	For both Foreign and Indian Bidders: 100% payment (By via bank transfer- (T/T) / Through EFT) /Wire transfer within 30 days of receipt of the materials at respective NTPC Site-Stores and submission of required documents in all respect, subject to acceptance of the materials. Following documents to be furnished along with materials: a. Original GST invoice b. L.R./ G.R copy c. Calibration Certificate d. Certificate on Country of Origin
7.0	Performance Guarantee Bank (refer "Annexures to SPC" for GUIDELINES ON Performance Bank	Not Applicable

	Guarantee (PBG) SUBMISSION)	
8.0	WARRANTY / GUARANTEE {GPC Clause 30.0 (b)} & INTERCHANGEABILITY/FITMENT	12 Months from the date of first use or 18 Months from the date of supply whichever is earlier. 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. & Material supplied shall be Interchangeable with the materials existing at NTPC Site and if it fails to interchange, the same shall be replaced free of cost. No separate certificate is required to be submitted by the Supplier along with the material. The interchangeability / fitment terms and condition as per PO shall be binding on the supplier.
9.0	INSPECTION {GPC Clause 33.0}	Material will be inspected at NTPC Stores
10.0	Evaluation Criteria {ITB Clause 29.0}	Item Wise Evaluation. The award shall be placed on Technically and Commercially evaluated L1 Bidder on FOR respective NTPC Site basis
11.0	LIQUIDATED DAMAGES FOR DELAY IN EXECUTION	Applicable as per Clause no. 35.0 of GPC.
12.0	Conversion to Single Currency	To facilitate evaluation and comparison, NTPC will convert all bid prices, to Indian Rupees as per Bills Selling Exchange Rate established by STATE BANK OF INDIA as on date of opening of Techno-Commercial bids
13.0	BID VALIDITY	Offer Validity shall be for 90 days from the latest deadline set for submission of Bids.

14.0	INTEGRITY PACT {GPC Clause 46.0}	Not applicable
15.0	Indian Agent	Indian Agency Commission, if any, payable by us shall invariably be included in the total bid price. Percentage of Commission shall be clearly mentioned along with the name and address of Indian Agent. A copy of agreement with Indian Agent shall be furnished along with the quotation. Indian Agency Commission, if any, shall be paid in Indian Rupees only, subject to the following maximum quantum as per Govt. of India guidelines. NTPC shall prefer to deal directly with the manufacturers/foreign suppliers and shall not encourage involvement of any agent and hence the bidders should avoid deploying any agent and should quote directly. If, however, for any specific and unavoidable circumstances, engagement of an Indian Agent cannot be avoided, the bidder should clearly indicate the reasons therefore and enclose a signed copy of the Agency agreement between the foreign supplier and the Indian agent and shall also clearly indicate the amount of Indian agents commission (IAC) payable in Indian rupees on the total bid price. Wherever appointment of Indian agent and payment of IAC is involved, IAC shall be payable to the specified Indian Agent in Indian Rupees only, without any escalation. The amount of commission (normally not exceeding five percent) payable to the Indian Agent should not be more than what is specified in the Agency Agreement (a certified copy should be submitted along with the bid) between the bidder and the Indian Agent. The Indian Agent will be required to submit a certificate along with their Agency Commission bill, as per format enclosed as Annexure-I (DECLARATION REGARDING INDIAN AGENT'S COMMISSION), confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal/Supplier, in terms of the Agency Agreement.

		NTPC or their authorized agencies and/or any other authority of the Government of India shall have rights to examine the Books of Accounts of the Indian Agent and defects or misrepresentations in respect of the afore indicated confirmation coming to light during such examinations will make the foreign Principal (i.e. the Contractor/Supplier) and/or their Indian Agent liable to be debarred from having business dealings with NTPC, as per Policy & Procedure for Debarment from Business Dealings. NTPC would prefer to deal directly with the foreign supplier. In case our Tender enquiry is forwarded to Indian Agent / Distributor, we shall be informed of the same. The quotation from Indian Agent / Distributor shall be accepted subject to following: a. The quotation is submitted in accordance with above instructions along with copy of Agreement with their Principal. b. In the event of quotation submitted in Indian Rupees: Principals price list, applicable Custom duty and countervailing duty (If any) with specific reference clause and Base Exchange Rate is to be furnished.
16.0	Authorisation of Dealer/ Distributor/ Channel Partner	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 dealer/ distributor/ channel partner to submit the bid online
17.0	NIL DEVIATION	NO DEVIATION IS ACCEPTABLE AGAINST ANY OF THE BID TECHNICAL SPECIFICATIONS, TERMS AND CONDITIONS. HOWEVER, BIDDER MAY SPECIFY THE DEVIATIONS TAKEN IN DELIVERY PERIOD AND PAYMENT TERMS IN THEIR BID WHICH SHALL BE FINALISED AFTER DUE DELIBERATION.
18.0	General Technical	By accepting "Do you certify full compliance to all provisions of Bid Doc?" under General Technical

	Evaluation (GTE)	Evaluation (GTE) of the Tender at GEPNIC e-Tender Portal bidders shall certify their compliance to the following: 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) Fraud Prevention Policy of NTPC.	
19.0	Documents to be submitted along with online offer	Bidder(s) is requested to submit the following documents along with BID to avoid delay in getting the clarifications and confirmations. 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. Signed Quality Plan - if applicable f. Any other documents specified in technical specifications document	
20.0	CONTACT PERSONS	C. Yogita, DGM(C&M)	DEEPAK KUMAR MISHRA, AGM (C&M)
	ADDRESS	NTPC Limited (A Government of India Enterprise) USSC-CPG , Plot No. -87, Sector-24, Atal Nagar Nava	



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