

NTPC LIMITED

(A Government of India Enterprise)



VOLUME – II

SECTION I

SPECIAL PURCHASE CONDITIONS

DOC NO: CPG-3 C&M-PUR-ST-VOL II (SEC I) REV 01 DATED 13.03.2026



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 Spares for Gas Turbine Model 13D2 for upcoming C inspections at NTPC Anta

1.0	TYPE OF BIDDING -	<p>Single Stage Single Envelope Bidding Basis.</p> <p>Bidder shall furnish details pertaining to Technical details such as Source of Supply and acceptance shall be furnished in Technical Envelope.</p> <p>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.</p>
2.0	PRICE BASIS {ITB Clause 12.0 & GPC Clause 16.0}	<p>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.</p> <p>Detailed price break up should be uploaded in Finance Cover as per the conditions of the Price Bid - BOQ excel sheet.</p> <p>Bidder has to quote the unit basic price inclusive of P&F, Freight, Insurance Charges and any other charges in BOQ Excel Sheet.</p> <p>Both Foreign and Indian bidder shall quote their prices on FOR Site NTPC Basis.</p> <p>Foreign Bidder shall quote their prices in any freely convertible currency such as Dollar, Pound sterling, Euro, Japanese Yen etc.</p>

2.1		<p>Foreign Bidder shall provide the Price Break up as under:</p> <table border="1"> <thead> <tr> <th data-bbox="716 268 810 344">Sl no</th> <th data-bbox="810 268 1440 344">Details of Price Break up of Quoted charges</th> </tr> </thead> <tbody> <tr> <td data-bbox="716 344 810 472">1</td> <td data-bbox="810 344 1440 472">FOB / FCA Price to Nearest Sea port /Airport from manufacturer's works.</td> </tr> <tr> <td data-bbox="716 472 810 638">2</td> <td data-bbox="810 472 1440 638">Overseas Freight from Sea port/Airport (Shipping Seaport/Airport) to Indian Sea port/Airport</td> </tr> <tr> <td data-bbox="716 638 810 714">3</td> <td data-bbox="810 638 1440 714">Overseas insurance from Shipping Seaport/Airport to Indian Sea port/Airport.</td> </tr> <tr> <td data-bbox="716 714 810 804">4</td> <td data-bbox="810 714 1440 804">Customs Duty /Other charges (If Applicable).</td> </tr> <tr> <td data-bbox="716 804 810 879">5</td> <td data-bbox="810 804 1440 879">Inland Transportation (From Indian Sea port/Airport to Respective NTPC Site)</td> </tr> <tr> <td data-bbox="716 879 810 955">6</td> <td data-bbox="810 879 1440 955">Inland Insurance (From Indian Sea port/Airport to Respective NTPC Site)</td> </tr> </tbody> </table> <p>Note:</p> <ol style="list-style-type: none"> 1. Unloading of consignment at NTPC Site shall be in NTPC Scope. 2. Customs charges shall be Reimbursed to bidder as per actuals <p>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 NTPC. The Employer shall also have the right to recover</p>	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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		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}	#The Delivery Location: Within 5 Months from the date of PO. Anta Gas Power Project P.O. ANTA Anta Rajasthan 325209 India
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: <ul style="list-style-type: none"> a. Original GST invoice b. L.R./ G.R copy c. Certificate of Country of Origin certified by Local chamber of commerce (for Imported item) d. Sea/Airway Bill/ Bill of Lading (For imported item) e. Phytosanitary certificate for the packing material if raw wood is used for packing (for imported item) f. Test certificate / internal inspection reports / CoC for spares etc
7.0	Performance Guarantee Bank (refer "Annexures to SPC" for GUIDELINES ON Performance Bank Guarantee (PBG))	Applicable /Not Applicable* The successful bidder/Supplier shall furnish the PBG (Performance Bank Guarantee) for an amount equal to 5% of total package value. PBG should be valid for a period of three months (3 months) beyond the expiry

	SUBMISSION)	<p>of warranty. The PBG should be submitted within 30 days of receipt of PO. In case the Supplier fails to submit PBG within the time line specified above, the PBG amount shall be withheld from the bills due to the party.</p> <p>Performance Security/Security Deposit amount up to Rs. 1,00,000/- (Rupees One Lac only), must be submitted through Electronic Fund Transfer (EFT) only. In such cases the provisions pertaining to submission of e-BG/Bank Guarantee (BG)/ Insurance Surety Bond towards performance security will not be applicable. However, depositing of Performance Security/Security Deposit by deducting requisite percentage of amount from RA bills, if specified in the bidding documents, will be applicable.</p> <p>In addition, in case a contractor/its assignee/collaborator/associate/JV Partner (if applicable), chooses to submit BG against performance securities, such BG will be mandatorily submitted in the form of e-BG, and no physical BG will be accepted.</p> <p>Please use the PBG body/Insurance Security Bond formats and checklist provided in Annexure I to SPC</p>
8.0	<p>WARRANTY / GUARANTEE</p> <p>{GPC Clause 30.0 (b)}</p> <p>&</p> <p>INTERCHANGEABILITY/FIT MENT</p>	<p>12 Months from the date of first use or 18 Months from the date of supply whichever is earlier.</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> <p>&</p> <p>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.</p> <p>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.</p>

9.0	Photo tagging of Material	<i>Successful Supplier, on whom Purchase Order (PO) is placed for Item(s) / Spare(s) / Equipment, will be required to submit Photographs (Min: One, Max: Three - against each Material Code, taking shots from different perspectives) at the time of delivery of Material for Identification & Traceability in the NTPC System. The max allowable file size will be 2 MB per photo in jpg / png / tiff format. The photos will be uploaded by Supplier at the time of delivery on designated NTPC portal. Details of NTPC portal and procedure for uploading of Photos will be communicated through Purchase Order (PO).</i>
10.0	INSPECTION {GPC Clause 33.0}	Material will be inspected at NTPC Stores
11.0	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
12.0	LIQUIDATED DAMAGES FOR DELAY IN EXECUTION	Applicable as per Clause no. 35.0 of GPC.
13.0	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
14.0	BID VALIDITY	Offer Validity shall be for 90 days from the latest deadline set for submission of Bids.
15.0	INTEGRITY PACT {GPC Clause 46.0}	Applicable/ Not applicable*
16.0	Indian Agent	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

	<p>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.</p> <p>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.</p> <p>Indian Agency Commission, if any, shall be paid in Indian Rupees only, subject to the following maximum quantum as per Govt. of India guidelines.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>NTPC would prefer to deal directly with the foreign</p>
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		<p>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:</p> <p>a. The quotation is submitted in accordance with above instructions along with copy of Agreement with their Principal.</p> <p>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.</p>
17.0	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
18.0	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.
19.0	General Technical Evaluation (GTE)	<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



		<p>4. "Conflict of Interest" clause of Employer</p> <p>5. ITB Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India"</p> <p>6. All provisions of the Integrity Pact (if applicable)</p> <p>7. Fraud Prevention Policy of NTPC.</p>	
20.0	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> <p>a. Technical Data Sheet for all the offered items.</p> <p>b. Signed Technical Compliance for all the offered items.</p> <p>c. Duly signed and stamped present Special Purchase Conditions document in support of acceptance</p> <p>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.</p> <p>e. Signed Quality Plan - if applicable</p> <p>f. Any other documents specified in technical specifications document / tender conditions</p>	
21.0	Conflict of Interest(clause 42 of ITB)	Not applicable	
22.0	CONTACT PERSONS	Anju Kumari Sr. Manager,USSC-C&M	Reena Dureja AGM (USSC C&M)
	ADDRESS	<p>NTPC Limited (A Government of India Enterprise) NTPC Limited, 9th & 10th Floor, CBD Building, USSC-C&M-3, Raipur, Sector 21, Chhattisgarh- 492018, India</p>	
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