

# ***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 00 DATED 02.05.2024)

**SPECIAL PURCHASE CONDITIONS (SPC) in line with Joint Agreement dated 11.06.2021  
between NTPC and BHEL on Standard terms & conditions.**

(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**

1.0	TYPE OF BIDDING	<p><b>Single Stage Single Envelope Bidding Basis.</b></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 &amp; commercially responsive shall be opened at a later date under intimation to such bidders.</p>
2.0	<p><b>PRICE BASIS</b> {ITB Clause 12.0 &amp; GPC Clause 16.0}</p>	<p>The Price Quoted shall be firm till the completion of delivery and on F.O.R. Destination Site basis as mentioned at <b>Para 5.0 below.</b></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&amp;F, Freight, Insurance Charges and any other charges in BOQ Excel Sheet.</p> <p><b>The quoted prices shall be inclusive of freight, P&amp;F &amp; transit insurance.</b></p>
3.0	<b>JURISDICTION</b>	Courts of Delhi, INDIA
4.0	<p><b>PLACE OF ARBITRATION</b> {GPC Clause 14.5}</p>	Delhi, INDIA
5.0	<p><b>DELIVERY SCHEDULE/COMPLETION SCHEDULE/ DELIVERY</b></p>	<p><b>Within 90 days from the date of PO.</b></p> <p>#The Delivery Location:</p> <p><b>The delivery location is mentioned in the first page of</b></p>



	<b>LOCATION</b> {GPC Clause 19.0}	<b>technical specifications document (Technical Specification.pdf) attached.</b>  <b>NOTE: INVOICE SHALL BE RAISED AT THE ADDRESS &amp; GST NO. MENTIONED IN THE PO.</b>
6.0	<b>PAYMENT TERMS</b> {GPC Clause 21.0}	<b>100% Payment shall be released within fifteen (15) days of receipt of materials at respective NTPC Site-Stores and submission of required documents in all respect, subject to acceptance of the materials – in line with Joint Agreement between NTPC &amp; BHEL on Standard terms &amp; conditions</b>  Documents required: a. GST invoice b. L.R./G. R copy  For any issues relating to Material Receipt/ Inspection/payments, you may please contact AGM (stores) of NTPC Site. The contact details of NTPC-Stores will be provided in Purchase Order to be issued to successful vendor.  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.
7.0	<b>Performance Bank Guarantee</b> (refer “Annexures to SPC” for GUIDELINES ON Performance Bank Guarantee (PBG) SUBMISSION)	Not Applicable
8.0	<b>WARRANTY / GUARANTEE</b> {GPC Clause 30.0 (b)}	<b>12 Months from the date of first use or 18 Months from the date of supply whichever is earlier.</b>  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.
9.0	Interchangeability	<b>BHEL Shall stand for interchangeability of the items with the existing components and for fitment into existing equipment without any mismatch. Separate interchangeability is not required to submit along with invoice</b>
10.0	INSPECTION {GPC Clause 33.0}	<b>Material will be inspected at NTPC Stores</b> <b>Vendor to submit TC/CoC, as per the manufacturer's standard, at the time of supply.</b>
11.0	LIQUIDATED DAMAGES FOR DELAY IN EXECUTION	Applicable as per Clause no. 35.0 of GPC.
12.0	BID VALIDITY	<b>Offer Validity shall be for 90 days from Bid Opening date</b>
13.0	INTEGRITY PACT {GPC Clause 46.0}	<b>Not applicable</b>
14.0	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
15.0	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.
16.0	General Technical Evaluation (GTE)	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:

		<ol style="list-style-type: none"> <li>1. Full compliance to all provisions of Bid Documents with NIL DEVIATION</li> <li>2. "Policy for Debarment from Business Dealings " of Employer</li> <li>3. "Anti-Bribery and Anti-Corruption (ABAC) Policy" of Employer</li> <li>4. "Conflict of Interest" clause of Employer</li> <li>5. ITB Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India"</li> <li>6. All provisions of the Integrity Pact (if applicable)</li> <li>7. Fraud Prevention Policy of NTPC.</li> </ol>	
17.0	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> <ol style="list-style-type: none"> <li>a. Technical Data Sheet for all the offered items.</li> <li>b. Signed Technical Compliance for all the offered items.</li> <li>c. Duly signed and stamped present Special Purchase Conditions document in support of acceptance.</li> <li>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.</li> <li>e. Signed Quality Plan - if applicable</li> <li>f. Any other documents specified in technical specifications document</li> </ol>	
18.0	<b>CONTACT PERSONS</b>	<b>Dealing Executive:</b> D Naveen Sr Manager (C&M)	Reena Dureja AGM(C&M)
	<b>ADDRESS</b>	NTPC Limited, Simhadri Super Thermal Power Station CPG-3, Admin Building Annex Via Parawada, PO NTPC – Simhadri	



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