

*electronic tendering*  
*e-procurement (SRM)*

*Volume-I*  
*Section-II*

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*General Purchase conditions .. "e" \_tendering*

*Revision 1.0*

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<p><b>The Special Purchase Conditions (SPC) will supersede any related conditions any where in the Bidding Documents and will prevail for evaluation / finalization of the tender.</b></p>		
1.0	<p>NTPC Limited, a Govt. of India Enterprise referred to herein as 'the Owner' , intends to engage an agency for supply of Goods and related Services as per specifications, Scope of Work as detailed in the Bidding documents.</p>	
2.0	GENERAL INFORMATION	<p>The prospective Bidders are invited to submit a "Technical &amp; Commercial Proposal" and "Price proposal" for the package. Methodology for submission of proposal has been detailed hereunder in this document.</p>
2.1	BENEFITS TO MSEs	<p>Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, for goods produced and services rendered, shall be issued the bidding documents free of cost and shall be exempted from paying Earnest Money Deposit.</p> <p>Further, in tender, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). However, for procurement of services or supplies where splitting of quantity is not possible, the award shall be given to L1 bidder only.</p> <p>The benefit as above to MSEs shall be available only for goods/services produced &amp; provided by MSEs for which they are registered.</p> <p>MSEs seeking exemption and benefits should enclose a attested/self certified copy of valid registration certificate, giving details such as validity, stores/services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.</p>
3.0	DEFINITIONS & TERMINOLOGY	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>"Applicable Law" - This Contract including all matters connected with this Contract shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at Delhi(India).</p> <p>"Contract" means the Contract signed by the parties, to which these General Purchase Conditions (GPC) are attached together with all the documents listed in such signed Contract.</p> <p>"Contract Price" means the price to be paid for the performance of the Services, in accordance with the payment terms, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</p> <p>"Government" means the Government of the Owner's country ie INDIA.</p>

		<p>“Local Currency” means the currency of the Government of India.</p> <p>“Party” means the Owner or the Bidder, as the case may be, and “Parties” means both of them.</p> <p>“Personnel” means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.</p> <p>“Services” means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Terms of Reference; and</p> <p>Law Governing the Contract : The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p> <p>Language : English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>																								
4.0	BIDDING DOCUMENTS	<p><i>Tender document consist of following sections</i></p> <table border="1"> <tr> <td>1</td> <td>NIT</td> <td></td> </tr> <tr> <td>2</td> <td>Volume-I, Section-I</td> <td>Instruction to bidder.. “e” tendering</td> </tr> <tr> <td>3</td> <td>Volume-I, Section-II</td> <td>General Purchase Conditions.. “e” tendering</td> </tr> <tr> <td>4</td> <td>Volume-I, Section-III</td> <td>Rules &amp; Procedures for Reverse Auction</td> </tr> <tr> <td>5</td> <td>Volume-I, Section-IV</td> <td>Standard formats &amp; check lists.. “e” tendering</td> </tr> <tr> <td>6</td> <td>Volume-II, Section-I</td> <td>Special Purchase Conditions.. “e” tendering Part A &amp; B</td> </tr> <tr> <td>8</td> <td>Volume-III, Section-I</td> <td>Technical specifications &amp; scope of work</td> </tr> <tr> <td>9</td> <td>Volume-III, Section-II</td> <td>Bill of Quantity &amp; Data sheets ( if any)</td> </tr> </table>	1	NIT		2	Volume-I, Section-I	Instruction to bidder.. “e” tendering	3	Volume-I, Section-II	General Purchase Conditions.. “e” tendering	4	Volume-I, Section-III	Rules & Procedures for Reverse Auction	5	Volume-I, Section-IV	Standard formats & check lists.. “e” tendering	6	Volume-II, Section-I	Special Purchase Conditions.. “e” tendering Part A & B	8	Volume-III, Section-I	Technical specifications & scope of work	9	Volume-III, Section-II	Bill of Quantity & Data sheets ( if any)
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4.1	CLARIFICATION ON BIDDING DOCUMENT	<p>A prospective Bidder requiring any clarification of the Bidding Document shall contact the Owner in writing at the Owner’s e-mail address given in the bidding documents. The Owner shall forward copies of its response to all Bidders who have obtained the Bidding Document directly from it. Should the Owner deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and intimate to all who have obtained the Bidding Document directly from the Owner.</p>																								
4.2	AMENDMENT TO BIDDING DOCUMENT	<p>a) At any time prior to the deadline for submission of the Bids, the Owner may amend the Bidding Document by issuing addenda.</p> <p>b) Any addendum issued shall be part of the Bidding Document and shall be communicated to all who have obtained the Bidding Document directly from the Owner.</p> <p>c) To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Owner may, at its discretion, extend the deadline for the submission of the Bids.</p>																								
5.0	PREPARATION OF BID PROPOSALS	<p>a) Proposals shall be complete in all respects and shall be submitted with requisite information and Annexure. It shall be free from any ambiguity.</p> <p>b) For preparation of Proposals, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the proposal.</p>																								
6.0	COST OF BIDDING	<p>The Bidder shall bear all costs associated with the preparation and submission of its Bid, negotiation, discussion etc. and the Owner shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.</p>																								



7.0	LANGUAGE OF BID	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Owner, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
8.0	VALIDITY OF OFFER	The proposals shall remain valid for a period as specified in ( SPC )Special Purchase Conditions from the date of opening of BID. In exceptional circumstances the Owner may solicit the Bidder's consent for extension of the bid validity period. When the validity period of the offer is extended by the Bidder, the same shall be done without any modification to the bid proposal by the Bidder.
9.0	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<p>a) The Bid Security shall, at Bidders option, be in the form of</p> <ol style="list-style-type: none"> <li>1) Demand draft or Banker's cheque drawn in favour of NTPC Ltd. Payable at <b><u>the station inviting tender as specified in SPECIAL PURCHASE CONDITIONS(SPC) to this bidding document</u></b> OR</li> <li>2) a Bank Guarantee from any of the banks specified in the bidding documents provided the required EMD / Bid Security amount is more than ₹ 20,000/- (Rupees Twenty thousand).</li> </ol> <p>b) The format of Bid Guarantee towards Bid Security shall be in accordance with the form of bid security included in the bidding documents.</p> <p>c) The bid Security shall remain valid for a period of forty five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested.</p> <p>d) Any bid not accompanied by an acceptable Bid Security in accordance with aforesaid provisions shall be rejected by the Owner as being non-responsive and will not be opened.</p> <p>In case of tender for works / services contract, the bidder has to furnish a duly filled LETTER OF UNDERTAKING as per the performa given, in the STAMP PAPER if Rs. 10/- along with EMD and shall place the same in the Envelope superscribed " EMD ENVELOPE"</p>
10.0	CONDITIONS FOR FORFEITURE OF EMD / BID SECURITY	<p>The Earnest Money Deposit / Bid Security may be forfeited in any of the following circumstances by the Employer/Owner without any notice or proof of damage to the Owner, etc.</p> <ol style="list-style-type: none"> <li>a) If the Bidder withdraws or varies its Bid during the period of Bid validity specified by the Bidder in the Bid Proposal.</li> <li>b) In case the Bidder does not accept the corrections towards the discrepancies in their bid, where ever the break up of prices have been asked separately.</li> <li>c) If the Bidder refuses to withdraw, without any cost to the Owner, any deviation found in the Bid.</li> <li>d) In the case of a successful bidder, if the bidder fails within the specified time limit to furnish the acceptance of Letter of Award / Purchase Order.</li> <li>e) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee, if the same is required as per conditions of the P.O / LOA.</li> <li>f) If the bidder / their representative commit any fraud while competing for this contract pursuant to Fraud prevention policy of NTPC.</li> <li>g) In case the bidder / contractor is disqualified from the bidding process in terms of section 3 &amp; 4 of Integrity pact.</li> </ol>

11.0	RELEASE OF EMD / BID SECURITY	<p>a) The bid Security of all those bidders who are not considered Techno-commercially responsive and / or qualified will be returned, along with their price bid without being opened, not later than 1 month from price bid opening.</p> <p>b) The Bid Security of all the unsuccessful Bidders shall be returned as promptly as possible but not later than 1 month after expiration of bid validity or after award / finalization of the case which ever is earlier.</p> <p>c) The Bid Security of the successful Bidder shall be returned once the successful Bidder has accepted the Letter of Award/ Purchase Order and furnished the required Contract Performance Guarantee ( if applicable ).</p>
12.0	INELIGIBILITY FOR FUTURE TENDERS	Notwithstanding the provisions regarding forfeiture of Bid Security specified above, if a bidder after having been issued the Letter of Award/Purchase Order, either does not accept the order / Letter of award or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.
<b>13.0</b>	<b>Preparation of Bid Proposal</b>	
13.1	DOCUMENTS IN SUPPORT OF QUALIFYING REQUIREMENTS (QR)	The bidder shall furnish documentary evidence in support of meeting the Qualifying Requirements if stipulated in the Notice Inviting Tender (NIT) and Special Purchase Conditions (SPC).
13.2.	TECHNICAL PROPOSAL	<p>a) To establish the conformity of the Goods and related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence wherever applicable that the Goods and related Services conform to the requirements specified.</p> <p>b) Apart from the technical requirements as stipulated in the bidding documents, data sheets etc. the documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and related Services, demonstrating substantial responsiveness of the Goods and related Services to those requirements.</p>
13.3	PRICE PROPOSAL	<p>a) For preparation of the 'Price Proposal', Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Proposal shall be made on-line in 'Bid Price Schedule' of Bidding Documents.</p> <p>b) The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms &amp; condition of the bidding document.</p> <p>c) All prices to be quoted by the bidders will be in Indian Rupees only , unless otherwise mentioned in the special conditions , on firm price basis and to remain valid during the currency of the Contract.</p> <p>d) <b>Bidders shall necessarily submit the prices on-line in the Bid Price Schedule only.</b></p>
14.0	CERTIFICATE OF COMPLIANCE	<p><b>No deviation, whatsoever, is permitted by the Owner to any provisions of Bidding Documents.</b></p> <p>The acceptance of above is an attribute of the on line Bid Invitation and the Bidders are required to confirm acceptance of Compliance to All Provisions of Bidding Documents (NIL Deviation Certificate) on line as per Certificate at Annexure 1.</p>

		Only after acceptance of the above condition the bidder shall be allowed to submit the bid.
15.0	NO DEVIATIONS	Bidders may note that any deviations, variations and additional conditions found anywhere in the bid (Techno Commercial Bid & Price Bid) save those pertaining to any rebates/discounts shall not be given effect to in evaluation and it will be considered that the bidder complies to all the terms and conditions of Bidding Documents without any extra cost to the Owner irrespective of any mention to the contrary, any where in the bid, failing which the Bid Security of the Bidder shall be forfeited.
16.0	TIME SCHEDULE	Bids must be uploaded on the system well before the expiry of time and the schedule specified in the tender notifications, and may note that there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on the server for the visibility to the owner.
17.0	SYSTEM PROCESSING TIME	The processing time for data exchange is 2-3 minutes, so bidder should avoid the last minute hosting of their bid. The bids visible to the owner will be final for the purpose of acceptance .
18.0	DOCUMENTS COMPRISING THE BID	The Bid shall comprise the following : <ol style="list-style-type: none"> <li>1. Earnest Money Deposit;</li> <li>2. Acceptance of 'Compliance to Bidding Documents (NIL Deviation Certificate)'</li> <li>3. Acceptance of 'Fraud Prevention Policy';</li> <li>4. Documentary evidence establishing the Bidder's eligibility to bid;</li> <li>5. Technical specifications of the items and services &amp; scope of work offered;</li> <li>6. EFT Form</li> <li>7. Bid Price Schedules ; and</li> <li>8. any other details required in the Bid Document.</li> </ol>
19.0	SUBMISSION OF EMD & OTHER DOCUMENTS - OFF LINE	The bidders are requested to send following documents in sealed envelopes well in advance so as to be received by the respective officer before the scheduled date of submission / opening of bids as described in the time schedule in notice inviting tender failing which bid is liable for rejection.  <ul style="list-style-type: none"> <li>➤ EMD</li> <li>➤ Authorization from bidder to whom Tender Enquiry has been issued ( if applicable ) *</li> <li>➤ MSE certificate as per MSMED Act 2006 ( if any ) **</li> <li>➤ Letter of Undertaking as per the performa given in Stamp Paper of Rs.10/- if applicable.</li> <li>➤ Any other document asked for in the SPC</li> </ul> <p>* Wherever Bid is submitted on behalf of a Principal (OEM / OES / Manufacturer), the certificate of Authorization as per format at Annexure-03 to this document is to be submitted along with EMD. <b>However, this provision shall not be applicable for OPEN Tenders.</b></p> <p>** For exemption towards submission of EMD above bidder shall have to submit necessary certificate.</p> <p>NTPC shall not be liable for loss/non-receipt/late receipt of documents in transit.</p> <p>However, the copies of the EMD details shall be uploaded. In case of bidders who</p>





		are exempted from submitting EMD, the necessary documents shall be uploaded.																		
20.0	SUBMISSION OF BID PROPOSAL	<p>a. Bidders are requested to submit the bids on line on NTPC SRM Portal.</p> <p>b. Bids shall be hosted / uploaded on the system as per the schedule date &amp; time specified in the tender notification / enquiry.</p> <p>c. Bids once submitted / uploaded on the server prior to expiry of the specified time lines are non-returnable and cannot be modified once submitted, except under exceptional circumstances with approval of NTPC. Bid shall be returned on the specific request of the bidder received atleast a day prior to the expiry of last date and time for bid submission.</p>																		
21.0	SUBMISSION OF BID PROPOSAL <b>OFF LINE</b>	<p>The bids shall be submitted as detailed here under :</p> <p><b>OFF-LINE</b></p> <p>➤ <b>Envelope-1... marked as 'EMD'</b></p> <p>a) Bid Form 1</p> <p>b) EMD / Bid Security</p> <p>c) MSE certificate as per MSMED Act 2006 ( if any )</p> <p>d) Any other document specified in Special Purchase Condition</p> <p>These documents will be checked before down loading (opening) of the Technical bid and only those bids where valid documents are available will be allowed for down loading (opening).</p> <p>➤ <b>Envelope-2 ... marked 'QR'</b></p> <p>In case of open tenders , Bid Form 2 along with copy of the documents in support of meeting Qualifying Requirements which can not be up - loaded on-line (like Annual Report, PO Copies, Authorization from Principal etc.) , may be submitted off line.</p> <p>These documents will be checked along with the Technical bid and</p> <p>➤ <b>The On Line Price bids</b> of only those bidders will be down loaded (opened) at a later date (under intimation to them) who meet the Qualifying Requirements and whose bids are technically acceptable.</p> <p><b>Bidders are advised to ensure that the above should reach the addressee (owner) before the last date &amp; Time for submission of Bid as specified in the NIT / Tender enquiry / Special Purchase Conditions (SPC).</b></p>																		
22.0.	ON LINE UPLOADING OF DOCUMENTS & PRICES	<p>(A) Acceptance of Compliance to All Provisions of Bidding Documents (NIL Deviation Certificate) {Annexure 1} (*)</p> <p>(B) Acceptance of Fraud Prevention Policy {Annexure 2} (*)</p> <table border="1"> <tr> <td colspan="3">In <b>collaboration folder (c-folder)</b> under Un-Priced bid tab Upload the following</td> </tr> <tr> <td></td> <td><b>File Name</b></td> <td><b>Contents</b></td> </tr> <tr> <td><b>1</b></td> <td><b>EMD</b></td> <td>EMD details</td> </tr> <tr> <td><b>2</b></td> <td><b>QR</b></td> <td>Annexure 12 alongwith documents in support of meeting Qualifying Requirements.</td> </tr> <tr> <td><b>3</b></td> <td><b>Technical Specifications</b></td> <td>Technical specifications, details &amp; data sheets, drawings etc.</td> </tr> <tr> <td><b>4</b></td> <td><b>EFT</b></td> <td>Annexure 5: Electronic Fund Transfer (EFT) Form</td> </tr> </table>	In <b>collaboration folder (c-folder)</b> under Un-Priced bid tab Upload the following				<b>File Name</b>	<b>Contents</b>	<b>1</b>	<b>EMD</b>	EMD details	<b>2</b>	<b>QR</b>	Annexure 12 alongwith documents in support of meeting Qualifying Requirements.	<b>3</b>	<b>Technical Specifications</b>	Technical specifications, details & data sheets, drawings etc.	<b>4</b>	<b>EFT</b>	Annexure 5: Electronic Fund Transfer (EFT) Form
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23.0	EXPIRY DATE OR DEAD LINE FOR BID SUBMISSION	<p>The online bidding system will not allow bid submission after the specified expiry date and time. Make sure the bid submission is completed well in advance of the time.</p> <p>Bid shall not be accepted by the server after expiry of the schedule date &amp; time.</p>										
24.0	UPLOADING OF BID	<p>Bidders shall have to submit bids on line on the NTPC, e-tender Portal (SRM-Portal) . All the bidders must upload their bids w.r.t the tender requirements, defined in the tender document. Viz</p> <ul style="list-style-type: none"> <li>❖ EMD Details.</li> <li>❖ EFT Form</li> <li>❖ Qualifying requirement documents ( if applicable )</li> <li>❖ Technical details &amp; data sheets ( if any ).</li> <li>❖ Commercial offer</li> <li>❖ Regn details</li> <li>❖ Bid price schedule (to be filled on-line)</li> </ul> <p>All above details shall be uploaded.</p>										
25.0	PROCEDURE FOR DOWN LOADING (OPENING) OF BIDS	<p>After expiry of Bid Submission time and before bid opening time, only authorized NTPC officials can view the numbers of Bid submitted. However, bid details can't be viewed before bid opening time.</p> <p>❖ <b>Opening of Documents Submitted OFF-LINE :</b></p> <p>The Committee or their authorized representatives shall open the EMD documents received off line ( except in those cases where EMD is not applicable). The Committee, based on the EMDs received, shall allow only those on line bids to be downloaded whose EMDs have been received in NTPC and are adequate and acceptable as per conditions of the bid document.</p> <table border="1"> <tr> <td>a)</td> <td><b>Envelope 1 'EMD'</b></td> <td>           1. EMD / Bid Security            2. MSE certificate as per MSMED Act 2006 ( if any )            3. Any other document specified in SPC         </td> </tr> <tr> <td>b)</td> <td><b>Envelope 2 'QR'</b></td> <td>Documents in support of meeting Qualifying Requirements, if applicable.</td> </tr> </table>	a)	<b>Envelope 1 'EMD'</b>	1. EMD / Bid Security 2. MSE certificate as per MSMED Act 2006 ( if any ) 3. Any other document specified in SPC	b)	<b>Envelope 2 'QR'</b>	Documents in support of meeting Qualifying Requirements, if applicable.				
a)	<b>Envelope 1 'EMD'</b>	1. EMD / Bid Security 2. MSE certificate as per MSMED Act 2006 ( if any ) 3. Any other document specified in SPC										
b)	<b>Envelope 2 'QR'</b>	Documents in support of meeting Qualifying Requirements, if applicable.										

		<p>❖ <b>Down loading of Documents Submitted ON-LINE :</b></p> <p>The online bids will be viewed / downloaded (opened) by the authorized dealing official of NTPC (Purchase / contracts) at the time specified in tender enquiry / NIT as per time schedule in following sequence:</p> <table border="1" data-bbox="618 422 1424 827"> <tr> <td>a)</td> <td>File <b>EMD</b></td> <td>EMD details</td> </tr> <tr> <td>b)</td> <td>File <b>QR</b></td> <td>Copy of Annexure 12 alongwith documents in support of meeting Qualifying Requirements.</td> </tr> <tr> <td>c)</td> <td>File <b>Technical Specifications</b></td> <td>Technical specifications, details &amp; data sheets, drawings etc.</td> </tr> <tr> <td>d)</td> <td>File <b>EFT</b></td> <td>Annexure 5: Electronic Fund Transfer (EFT) Form</td> </tr> <tr> <td>e)</td> <td>File <b>Regn Details</b></td> <td>Annexure 4: Regn. Details –PAN, Sales Tax etc.</td> </tr> <tr> <td>f)</td> <td colspan="2"><b>Bid Price Schedule</b></td> </tr> </table> <p>Please note that:</p> <ul style="list-style-type: none"> <li>❖ Bids without <b>requisite</b> EMD will not be opened.</li> <li>❖ The technical bid of only those bidders, who submit the EMD as stipulated &amp; fulfill any other requirements specified, will be opened and considered for evaluation.</li> </ul> <p><b>Bidders are advised to ensure that the above should reach the addressee (owner) before the last date &amp; Time for submission of Bid as specified in the NIT / Tender enquiry / Special Purchase Conditions.</b></p> <p><b>NTPC shall not be responsible for any loss or delay in transit of these documents.</b></p> <p><u>Note:</u></p> <ol style="list-style-type: none"> <li>1. The price bid shall be opened depending upon the type of Bidding as specified in the Special Purchase Conditions (SPC).</li> <li>2. In case of Single Stage Single envelope bidding, Bid Price Schedule shall be opened on the date and time specified in the NIT.</li> <li>3. In case of Single Stage Two envelope bidding, Bid Price Schedule of those bidders whose bids are found to be qualified and technically acceptable shall be opened at a later date under intimation to such bidders.</li> <li>4. In case of provisions of Reverse Auction, the technically acceptable bidders, meeting the qualifying requirements, will be notified the date and time of Reverse Auction.</li> </ol>	a)	File <b>EMD</b>	EMD details	b)	File <b>QR</b>	Copy of Annexure 12 alongwith documents in support of meeting Qualifying Requirements.	c)	File <b>Technical Specifications</b>	Technical specifications, details & data sheets, drawings etc.	d)	File <b>EFT</b>	Annexure 5: Electronic Fund Transfer (EFT) Form	e)	File <b>Regn Details</b>	Annexure 4: Regn. Details –PAN, Sales Tax etc.	f)	<b>Bid Price Schedule</b>	
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26.0	DETERMINATION OF RESPONSIVENESS	<p>The Owner will determine whether the Proposals are substantially responsive to the Bidding Document and their proposal is complete.</p> <p>Prior to the detailed evaluation, the owner will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.</p> <p>A material deviation, objection, conditionality or reservation is</p> <p>(i) that effects in any substantial way the scope quality or performance of the</p>																		



		<p>contract .</p> <p>(ii) that limits in any substantial way inconsistent with the bidding document the owners right or the successful bidders obligation under the contract or</p> <p>(iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.</p> <p>Material deficiencies in the proposal may render the proposal non-responsive and may lead to the rejection of the proposal.</p>
27.0	EVALUATION CRITERIA	The evaluation criteria specified in Special Purchase Conditions (SPC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.
28.0	EVALUATION OF BIDS	<p>a) The Owner shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>b) To evaluate a Bid, NTPC shall only use all the criteria and methodologies defined in this document.</p> <p>c) To evaluate a Bid, NTPC shall consider the following:</p> <ul style="list-style-type: none"> <li>• The bid price as quoted as per Bid Price Schedule</li> <li>• Price adjustment for correction of discrepancy.</li> <li>• Price adjustment due to discounts offered;</li> <li>• Price adjustment due to application of the evaluation criteria.</li> </ul>
29.0	DISCREPANCIES IN BID	<p>In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for the purpose of evaluation, where ever Separate Price Break Up is required to be furnished / In case where Prices are asked separately.</p> <p>a) In case of discrepancy between the original &amp; copies of bid, the original bid will be considered as correct.</p> <p>b) In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct.</p> <p>c) In case of discrepancy between unit price and total price, the unit price will be considered as correct.</p> <p>d) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.</p>
30.0	CLARIFICATION OF BIDS	During evaluation, the Owner may, at its discretion, ask any Bidder for a clarification of its Bid. The Owner's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted.
31.0	CONTACTING THE OWNER	<p>a. Subject to above, no Bidder shall contact the Owner on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p> <p>b. Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p>
32.0	OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS	The Owner reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Owner's action.



33.0	AWARD CRITERIA	The Owner will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.
34.0	CONTRACT	<p>a. The Owner shall send to the successful Bidder the Purchase Order/Letter of Award.</p> <p>b. The contract shall come into effect from the date of issue of Letter of Award/Purchase Order.</p> <p>c. Successful bidder on whom Contract/LOA/Purchase Order is placed shall hereinafter be called Supplier.</p>
35.0	CONSTRUCTION OF CONTRACT	<p>If required, NTPC may place separate Orders for supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Owner to terminate the other Contract(s) also at the risk and cost of the Supplier.</p> <p>The total value of all the orders shall be the Total Package value.</p>
36.0	DELIVERY SCHEDULE	The Delivery of the Goods and Completion of the related Services shall be in accordance with the Delivery and Completion Schedule as per SPC.
37.0	CONTRACT PRICE	The Contract Price shall be as specified in the Purchase Order / LOA.
38.0	SCOPE OF SUPPLY	<p>a. The Goods and related Services to be supplied shall be as specified in the technical specification and Price Schedule. The successful bidder shall supply all the Goods and related Services included in the Scope of Supply, as per the Delivery and Completion Schedule specified in the SPC</p> <p>b. Unless otherwise stipulated in the Contract (Purchase Order / LOA), the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and related Services as if such items were expressly mentioned in the Contract.</p> <p>c. The Supplier shall ensure that the Goods and related Services comply with the technical specifications and other provisions of the Contract.</p> <p>d. The Goods and related Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.</p>
39.0	CONTRACT PERFORMANCE GUARANTEE (CPG)/PBG	<p>a. Within thirty (30) days of the receipt of Purchase Order/Letter of Award from the Owner, the Supplier shall furnish the Contract Performance Guarantee, if applicable, for due performance of the Contract(s)/Order(s) in any form acceptable to the Owner as mentioned below.</p> <p>b. CPG may be submitted in any of the following forms :</p> <ul style="list-style-type: none"> <li>• A crossed Demand Draft / Bankers cheque drawn in favour of NTPC Ltd. Payable at ( station inviting tender or as per SPC)</li> <li>• An irrevocable Bank Guarantee as per the NTPC standard format from any Nationalized bank / Scheduled Bank as acceptable to NTPC as per list enclosed.</li> </ul>



		<p>c. Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>d. FOR WARRANTY PERIOD-</p> <p>The successful bidder shall be required to furnish the Contract Performance Guarantee (CPG) for an amount equal to 10% of total order value. CPG should be valid for a period of three months (3 months) beyond the expiry of warranty period.</p> <p>The CPG should be submitted within 30 days of placement of award.</p> <p>e. FOR AMC / CMS PERIOD</p> <p>The bidder shall be required to furnish a BG equivalent to 5% of the total order value towards AMC/CMS valid for AMC/CMS Period plus a period of 3 month beyond the Annual Maintenance/Comprehensive Maintenance Services Contract period.</p> <p>This BG shall be furnished before the expiry date of 10% CPG submitted earlier covering the warranty period of one year.</p> <p>f. The CPG for 10% shall be released only after receipt of BG for AMC/CMS period.</p> <p><b>Note:- However CPG , Warranty , Guarantee clause as specified in the Special Purchase Conditions shall prevail.</b></p>
40.0	AUTHORISED REPRESENTATIVE	Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Owner or the Bidder may be taken or executed by the officials authorized for the purpose.
41.0	INSURANCE	As detailed in SPC
42.0	FREIGHT	As detailed in SPC.
43.0	PACKING	<p>The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, handling and storage.</p> <p>The Bidder will be responsible for any loss or damage during transportation, handling and storage due to improper packing.</p> <p>All packages should be marked with Purchase Order/Contract no. and date. Each package must contain packing slip and literature, if any.</p>
44.0	INSPECTION AND TESTS	<p>All materials shall be inspected as per provisions of SPC / Technical Specification.</p> <p>For all cases where pre-dispatch inspection is stipulated, materials shall be inspected prior to dispatch by an authorized representative of NTPC for which an advance notice of 15 days shall be given by the supplier. In such cases no material shall be dispatched without inspection unless specific waiver/exemption is communicated in writing to the supplier. In all cases necessary test certificates, guarantee certificate in respect of material/equipment performance shall be furnished along with despatch documents. However, the final inspection of material shall be done at our site only and acceptance of materials is subject to such final inspection only.</p>
45.0	WARRANTY	<p>The provision of Warranty shall be as per SPC /Technical Specification.</p> <p>a) The Supplier shall warrant that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions.</p> <p>b) The warranty shall remain valid for the period of one year from the date of</p>

		<p>installation and commissioning or as specified in the Technical Specifications / SPC.</p> <p>c) If having been notified, the Supplier fails to remedy the defect, the Owner may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Owner may have against the Supplier under the Contract.</p>
46.0	PATENTS	<p>All royalties and fees for patents covering material/equipment or processes used in executing the work shall be to the account of the bidder. The supplier shall satisfy all demands that may be made at any time for such royalties and fees.</p> <p>The Supplier shall hold harmless and indemnify the Owner from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specifications and plans furnished or recommended by the Contractor.</p> <p>The Supplier shall promptly notify the Owner in writing if the Supplier has or has acquired knowledge of any patent under which claim or suit for infringement could reasonably be brought because of the use by the Owner of any information, recommendation or specifications, services rendered by the Contractor.</p> <p>The Supplier, in such case, shall furnish at its own cost make and furnish to the owner alternative specifications or recommendations to avoid the same and without putting the owner to any additional cost.</p>
47.0	INDEMNIFICATION	<p>The Supplier shall, at its own expense, defend and indemnify the owner against all third party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof.</p> <p>The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Owner shall not pay any compensation to a third party resulting from such infringement and the Supplier shall be fully responsible for the same, including all expenses and court and legal fees.</p> <p>The Owner will give notice to the Supplier of any such claim without delay, shall provide reasonable assistance to the Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim.</p> <p>Final payment to the Supplier by the Owner will not be made while any such suit or claim remains unsettled.</p>
48.0	REMOVAL OF REJECTED GOODS AND REPLACEMENT	<p>a) If upon delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specifications, the same shall be rejected by the Owner or his duly authorised representative and notification to this effect will be issued to the Supplier within 30 days from the date of receipt of the material at site.</p> <p>b) The supplier shall arrange for removal of the rejected item(s) within 15 days from the date of notification. In the event , the supplier fails to lift the materials within the said 15 days, the Owner shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit. All expenses shall be recoverable from the supplier.</p>
49.0	PAYMENT AT REDUCED RATES	<p>If the goods supplied are not according to specifications stipulated in the order, NTPC may retain the goods at its discretion after negotiations with the supplier and pay at reduced rates to be fixed by NTPC.</p>
50.0	MODIFICATION OF	<p>Modification of the terms and conditions of the Contract, including any modification of the Scope of the Services or of the Contract price may only be made by written</p>

	CONTRACT	agreement between the Parties.
51.0	LIQUIDATED DAMAGES	The timely delivery of the material is the essence of the contract. In the event of Supplier failure to deliver the material of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier @ 0.5% (one half of one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the Bidder under this clause shall not exceed 5% of the Contract value as awarded.
52.0	FORCE MAJEURE	<p>(a) "Force Majeure" shall mean any event beyond the reasonable control of the Owner or the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and which substantially affect the performance of the Contract.</p> <p>Notwithstanding the generality of the above, the following events shall be termed as Force Majeure events in respect of the Order</p> <ul style="list-style-type: none"> <li>(i) terrorist acts,</li> <li>(ii) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act of failure to act of any local state or national government authority,</li> <li>(iii) national/sectoral/illegal strike, sabotage, lockout embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, epidemics, quarantine and plague.</li> </ul> <p>(b) If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fourteen (14) days after the occurrence of such event.</p> <p>(c) The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a reasonable time.</p> <p>(d) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect there of upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either parties' right to terminate the contract under clause (f) here under.</p> <p>(e) Delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ul style="list-style-type: none"> <li>i. constitute a default or breach of the Contract</li> <li>ii. give rise to any claim for damages or additional cost or expense occasioned thereby</li> </ul> <p>If and to the extent that such delay or non performance is caused by the occurrence of an event of Force Majeure.</p> <p>(f) If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with Clause 56 ( SETTLEMENT OF DISPUTES)</p> <p>(g) Notwithstanding clause (e) above, Force Majeure shall not apply to any obligation</p>





		of the Owner to make payments to the Supplier herein.
53.0	NO BREACH OF CONTRACT	<p>The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under the Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event</p> <p>(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and</p> <p>(b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
54.0	OBLIGATIONS OF THE BIDDER	The Bidder shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub-bidder or third parties.
55.0	RISK PURCHASE	In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, NTPC reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deemed fit.
56.0	SETTLEMENT OF DISPUTES	<p>If any dispute(s) or difference(s) of any kind whatsoever arise between the Parties hereto in connection with or arising out of this Contract, the Parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty(30) days from the date on which the dispute(s) or difference(s) arose, such dispute(s) or differences shall be referred to and settled by arbitral tribunal comprising of three(3) arbitrators, one to be appointed by each party, the third arbitrator to be appointed by both the arbitrators. In case of difference(s), the third arbitrator shall be appointed by the Hon'ble Chief Justice of Delhi High Court or the Authority nominated/authorized by him in this regard or the President of Institution of Engineers.</p> <p>The arbitration proceedings shall be in accordance with the prevailing Arbitration Laws of India as amended or enacted from time to time. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract. The venue of the arbitration shall be Delhi, India.</p> <p>In the event of dispute or difference arising between one Public Sector Enterprise and a Government Department the provision of DPE as per memorandum No. DPE OM No. DPE/4(10)/2001-PMA-GL I dated 22<sup>nd</sup> Jan. 2004 shall be applicable.</p>
57.0	NOTICES	Any notice, request, or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by speed post, telex, telegram, or facsimile to such Party i.e. Owner or Bidder.
58.0	TERMINATION	The Owner may terminate the Contract, by not less than thirty(30) days' written notice of termination to the Supplier, to be given after the occurrence of any of the events specified in paragraphs(a) to (d) of this Clause and sixty(60) days' in the case of the event referred to in (e) below :

		<p>(a) if the Supplier does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Owner may have subsequently approved in writing;</p> <p>(b) if the Supplier becomes insolvent or bankrupt;</p> <p>(c) if as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty(60) days; or</p> <p>(d) if the Supplier, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing or in executing the Contract.</p> <p>For the purpose of this clause:  “Corrupt Practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution.  “Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner.</p> <p>(e) if the Owner, at its sole discretion, decides to terminate this Contract.</p> <p>In event of termination of Contract under GPC sub Clause 58(e) above, the Owner shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination.</p>
59.0	TAXES & DUTIES	<p>i. Form-C required for concessional rate of sales taxes will be issued by NTPC, where ever applicable as indicated in SPC. In the event of misplacement of the same, action as per taxation Authority shall be initiated on the Supplier &amp; necessary payments shall be withheld.</p> <p>ii. <b>The prices shall be inclusive of all taxes &amp; duties leviable, the Owner shall not be liable for the same. However, the break up should be given, as applicable.</b></p> <p>iii. However, Octroi shall be reimbursed at actual and shall not be considered for bid evaluation.</p> <p>iv. Bidders shall indicate the actual tax including the Entry tax seven (7) days prior to last date of Bid Submission, as applicable.</p> <p>v. Bidders are requested to provide the breakup of taxes in the Bid Price Schedule prevailing at seven (7) days prior to the last date of bid submission.</p> <p>vi. The Owner shall be authorized to deduct any tax as applicable from the Bidder.</p> <p>vii. For the purpose of the contract it is agreed that the contract price specified in Bid Price Schedule is based on the taxes duties and charges prevailing at seven (7) days prior to the last date of bid submission.</p> <p>viii. In case Bidder has indicated (Zero) tax same shall be treated as included in the base price.</p> <p>ix. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of contract, which was or will be assessed on the bidder in connection with performance of the contract, an equitable adjustment of the contract price shall be made to fully take into account any such change by addition to the contract price or deduction there from as the case may be.</p>

59.1	ENTRY TAX	<p>i. Bid price shall also be inclusive of any liability of Entry Tax applicable on the items / services / Equipments quoted by the bidder at the rates prevailing as on seven (7) days prior to the last date of Bid Submission.</p> <p>ii. Entry tax as applicable on the equipments as specified in the bid shall be paid by the owner directly to the tax authorities and the entry tax as per rates applicable as on Seven (7) days prior to the last date of Bid Submission shall be deducted from the payments due to the contractor.</p> <p>iii. Notwithstanding the above in case of any upward variation in rates of Entry tax between those applicable seven (7) days prior to the last date of Bid Submission &amp; the date of entry of goods and payment of entry tax by the owner, the deduction from contractors bills will be limited to the amount being worked out at the rates of Entry Tax as applicable, seven (7) days prior to the last date of Bid Submission.</p> <p>iv. In case of down ward variation the contract price will be adjusted for such down ward variation in rates of Entry tax between those applicable, seven (7) days prior to the last date of Bid Submission and the date of entry of goods &amp; payment of entry tax by owner.</p>
60.0	ROAD PERMIT	<p>The road permit shall be issued by NTPC, wherever required and the acknowledged copy of same is to be returned by the supplier within 7 days from the date of completion of supplies to the sales tax authorities.</p> <p>All liability on account of non-submission, loss, misplacement shall solely rest with the bidder. The final payment will be processed only after receipts of counterfoil of the relevant forms are received by the NTPC / Engineer in charge.</p>
61.0	TAX DEDUCTION AT SOURCE	Tax deduction at source shall be governed as per prevailing rules.
62.0	PAYMENTS TO THE SUCCESSFUL BIDDER	<p>Payment will be made to the account of the successful bidder as per the payment terms mentioned in the PO / LOA based on the certification of Engineer. The payments shall be made after the conditions listed for such payment have been met, and the successful bidder has submitted an invoice to the owner specifying the amount due.</p> <p>Payment shall be released within 30 days of receipt, acceptance of materials and submission of invoice in all respect as per Payment terms mentioned in SPC or as mentioned in the PO / LOA.</p> <p>Our Standard Payment terms are as under:</p> <p>For Supplies: The payment would be made within 30 days of receipt and acceptance of materials.</p> <p>For AMC/CMS: The Annual Maintenance Service Contract wherever applicable, shall commence after completion of the warranty period. The payment of the annual maintenance service contract shall be made on quarterly basis and the amount will be due for payment on the certification by NTPC at the end of each quarter. The quarterly amount shall be worked out by dividing the total service contract value by the number of quarters in the maintenance contract period.</p>
63.0	PROCEDURE OF PAYMENT	Payment shall be released on submission of invoice in quadruplicate along with supporting documents on certification by the Engineer-in-Charge.

64.0	JURISDICTION	Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at Delhi/New Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.
65.0	LIMITATION OF LIABILITY	Except in cases of criminal negligence or willful misconduct, (a) the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.
66.0	FRAUD PREVENTION POLICY	The Bidder along with its associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention Policy of Owner displayed on its tender website <a href="http://www.ntpctender.com">http://www.ntpctender.com</a> and shall immediately apprise the Owner about any fraud or suspected fraud as soon as it comes to their notice.  The acceptance of above Fraud Prevention Policy is an attribute of the on line Bid Invitation. Acceptance of above Fraud Prevention Policy is to be given online. Only after acceptance of the above condition the bidder shall be allowed to submit the bid.  In terms of above policy it is established that the bidder/his representatives have committed any fraud while competing for this contract then the bid security shall be forfeited.
67.0	INTEGRITY PACT	NTPC has in place an Integrity Pact details of which are displayed on its Tender website <a href="http://www.ntpctender.com">http://www.ntpctender.com</a> . The Integrity Pact (IP) envisages an agreement between the prospective vendors / bidders and the buyer, committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The Bidder along with its associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Integrity Pact displayed on Owners tender website <a href="http://www.ntpctender.com">http://www.ntpctender.com</a> .  If asked for in the SPC, a signed copy of the Integrity Pact is to be submitted with the EMD as indicated in the SPC.
68.0	INDIAN AGENTS	In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.  If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.
Important Note		<b>The Special Purchase Conditions will supersede any other related conditions any where in the tender documents and will prevail for evaluation / finalization of the tender.</b>

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