



Instructions For Foreign Bidders (ITB)

DOC NO: CPG-3 C&M-PUR-ST-IFB (REV 00 DATED 02.05.2024)
(APPLICABLE FOR FOREIGN BIDDERS)

1. The price basis shall be FOB/ FCA (INCOTERM 2000) port of Shipment
2. The prices shall be in any freely convertible currency such as Dollar, Pound sterling, Euro, Japanese Yen etc.
3. The prices shall be firm and free from corrections and erasures.
4. Offer Validity shall be for 90 days from the latest deadline set for submission of Bids.
5. Quotation shall be submitted in English Language only.
6. Delivery period shall be firm and clearly indicated in the quotation.
7. Approximate Gross and Net weight shall be indicated in the quotation
8. Packing shall be transport - worthy to ensure safe delivery considering the nature of goods.
9. Insurance shall be arranged by NTPC. The name, address, fax no. and policy no' shall be Indicated in the order. Suppliers must send dispatch details by fax to insurance company within 72 hours of handing over the material to carrier.
10. **Details of foreign advising banker, Country of Origin, port of Shipment should be indicated in the quotation.**
11. Indian Agency Commission, if any, payable by us shall invariably be included in the FOB/ FCA 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.
12. Indian Agency Commission, if any, shall be paid in Indian Rupees only, subject to the following maximum quantum as per Govt. of India guidelines.
 - a) 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.
 - b) 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.
 - c) 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.
 - d) 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.
 - e) 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.

f) 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.

13. 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.

14. PAYMENT TERMS:

FOREIGN SUPPLIER: Payment of the FOB/ FCA price less Indian Agent's commission, if any, shall be payable through an irrevocable Letter of Credit against presentation of shipping documents as called for in the purchase order. A confirmed letter of credit is normally not established. In the event a supplier insists on confirmation then charges for such confirmation shall be borne by the supplier.

INDIAN AGENT'S COMMISSION: Agency commission, if any shall be payable to the Indian Agent in equivalent Indian Rupees at the rate of exchange applicable as on date of Airway Bill/ bill of lading within 30 days of shipment of Materials against invoice supported by a certificate indicating exchange rate (TT buying) applicable on the date of airway Bill/ Bill of Lading from the Indian Agent's banker and Annexure-I (DECLARATION REGARDING INDIAN AGENT'S COMMISSION). In case of the date of shipment happens to be a Bank holiday, the exchange rate applicable on the last working day prior to the date of shipment shall be considered.

15. All bank charges on account of Letter of Credit payable outside India shall be borne by the foreign supplier.

16. The purchaser shall make arrangement for Transportation by Sea/ Air preferably by Indian Flagship Vessels/ Air India through consolidation agent of purchaser. The materials shall be insured by purchaser against its open marine Insurance Cover and the Seller shall follow all instructions given in this regard in the purchase order.

17. **VALIDITY OF LETTER OF CREDIT:** The irrevocable letter of credit to be opened through the purchaser's bank shall normally be kept valid for a period of 90 days. The letter of credit shall be opened upon intimation from the supplier about the expected date of dispatch of material. Normally extension of validity of Letter of credit will not be allowed.

18. Bidder should note that the exchange Rate applicable on the BOD (Bid Opening Date) shall be considered for evaluation purposes.

19. Following Documents are to be submitted while negotiating through L/C:

- a. Invoice



b. Sea/Airway Bill/ Bill of Lading

c. Certificate of Country of Origin certified by Local chamber of commerce.

d. Packing List with complete details.

e. Inspection/ testing certificate wherever applicable.

f. Copy of confirmation of our insurance company.

g. Technical Literature, if any

h. Phytosanitary certificate for the packing material if raw wood is used for packing.

20. WARRANTY/GUARANTEE: The provision for warranty will be 12 Months from the date of installation/first use or 18 Months from the date of dispatch whichever is earlier.

The above Guarantee/Warranty Terms and Conditions shall be applicable to the material supplied against this PO. No separate Guarantee/Warranty Certificate is required to be submitted by the Supplier along with the material. The Guarantee/Warranty terms and conditions mentioned above shall be binding on the supplier.

21. Interchangeability: Vendor shall stand for interchangeability of the spares with the existing components and for fitment into existing equipment without any mismatch. 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.

22. DELIVERY SCHEDULE/COMPLETION SCHEDULE: Within _____ from the date of PO

23. DELIVERY LOCATION:

24. INSPECTION: The material shall be inspected after receipt at NTPC Site stores

25. Evaluation Criteria: Item Wise Evaluation