INSTRUCTIONS TO BIDDERS (DCB)

Note: Please Read/write "NTPC Limited" in Place Of "National Thermal Corporation Ltd." Wherever Appearing In General Purchase Conditions/ Tender Documents

Tenderer shall furnish the following information in clear terms, failing which the offer may be rejected:-

1.0. Unit, Rate & F.O.R. terms.

2.0. Cash/bulk discount, if any

3.0. Firm Delivery Schedule.

4.0. Recommended mode of transportation

5.0. Validity of offer

6.0. Packing and forwarding and freight charges shall be well defined.

7.0. Preferred terms of payment.

8.0. Rates of sales Tax, Excise Duty and octroi, if any

9.0. The tenderers should send the Quality Plan in the enclosed format along with the tender .

10.0. Test Certificates, issued by the Manufacturers/Govt. Testing house are required to be submitted along with the dispatch documents, whenever it is necessary incase order is placed in your favour.

11.0. Your registration number with the Central/state Sales Tax authorities shall be clearly mentioned in your tender.

12.0. Please indicate clearly whether the rates quoted herein are the same, as applicable to the DGS & D /Govt. Departments/other Public Sector Undertakings.

13.0. The rates quoted shall be on FOR Vidyutnagar basis, inclusive of charges for packing, forwarding and freight in case of Transportation by Road. The prices quoted shall be for delivery at NTPC Stores/ or at the Project site (it is important to furnish break-up values for each factor to evaluate offers suitably).

14.0. The prices quoted shall be exclusive of Sales Tax. The rate and nature of Sales Tax applicable shall be mentioned separately. Sales Tax will be paid as legally applicable and ruling on the date of delivery. In case Excise Duty is payable in respect of any of the items covered in this enquiry, the successful tenderers shall mention the same separately & party shall furnish copy of the Central EDGP/ excise invoice, while claiming the reimbursement.

15.0. All corrections/over writings in the quotation shall bear signature as well as seal of the tenderers without which the quotation may be rejected.

16.0. In case of belated supplies, Liquidated damages are leviable as per the provisions made available in our "General Purchase Conditions" (0.5% per week delay and part thereof, subject to ceiling of 5% of Order value).

17.0. In case you prefer to refrain from submitting the offer, please forward a regret letter for our records and return the drawings/if any, enclosed herewith.

18.0. Please enclose detailed drawings/catalogues/leaflets/literatures/samples in respect of items offered by you wherever it is feasible/required.

19.0. Please furnish details of the Industrial License granted to you and the names of your Bankers. Micro, Small and Medium enterprises shall be exempted from payment of EMD, as per the Public Procurement Policy for Micro, Small and Medium enterprises (MSEs) Order-2012 of Ministry of Micro, Small and Medium enterprises (MSME), Govt of India. Tenderer seeking exemption should enclose a legible copy of valid registration certificate preferably attested by Gazetted officer/Magistrate Ist class, giving details, such as validity, items/stores and monetary limits, failing which they run risk of their tenders being passed over as ineligible for this concession

20.0. NTPC reserves the right in its overall interest either to accept or reject any or all the tender received against this enquiry, with out assigning any reason whatsoever. The corporation also reserves the right to accept any offer either for part items or to order lesser quantities than those indicated in this enquiry without assigning any reasons.

21.0. All disputes arising out of or touching this enquiry shall be subject to the jurisdiction of court situated in District, G.B. Nagar,(U.P.) only.

22.0. Evaluation of Offer :

a) Preparation of Comparative Statement: The proforma for comparative statement has been standardized and is as per annexure of the manual. CS shall be prepared as per proforma and loading factors to be used for loading are as mentioned below (if not mentioned specifically in the offer) :-

P&F Charges	- 2%
Freight within 300 KMs	- 2%
300 KMs to 500 KMs	- 3%
500 KMs to 1000 KMs	- 4%
Above 1000 KMs	- 5%
Insurance	- 0.15%

(NOTE: If not mentioned specifically in the offer, Transportation Charges shall be calculated as per NTPC Purchase Manual, Materials like Cement, Steel, Chemical Pipes, Insulation Material and for Materials having very high or Low Weight or Volume by Cost Ratio, the transportation Charge shall be loaded as actual as per NCPS transport Contract. Most importantly, bidders are to indicate approximate weight of each item to arrive at total weight of consignment for loading purpose).

b) Payment Terms Loading: 13.55% per Year (whenever parties have quoted 100% through bank/advance against our standard payment terms of 100% after receipt and acceptance of materials within 30 days).

In case of payment through bank loading for a period of 30 days and in case of advance payment along with P.O. the loading for the period of delivery period plus 30 days, is taken for loading purpose.

In case of 90% through bank and balance 10% within 30days after receipt and acceptance of materials.

Loading factor will be (13.55/12) X 0.9 = 1.01625%.

Accordingly for other such payment terms, similar procedure shall be the basis for calculation of loading factors.

23.0. Loading Procedures:

Basic Price	-
Packing & Forwarding Charges (on basic price only)	-
Excise Duty on (Basic + P&F)	-
Sales Tax on (Basic+P&F+ED)	-
Freight on (Basic + P&F)	-
Insurance on (Basic+P&F+ED+ST)	-
Payment Terms loading on (Basic+P&F+ED+ST)	-

In case of variable prices, variable excise duty etc., the following norms /systems will be taken into consideration :-

a) In case of price variation clause (without specific mention of quantum), 10% price escalation per annum may be presumed and accordingly on the basis of delivery period the same may be proportionately loaded)

b) Incase of the bidder stipulates Excise Duty as applicable at the time of dispatch and specifies the present rate of Excise Duty (a numeric percentage or nil), in such case, the offer shall be evaluated considering the maximum rate of ED applicable for the product as per Excise Tariff of Govt. of India or as evident from other bids received in the tender.

However, the liability of NTPC shall be as per actual ED applicable at the time of dispatch, subject to production of Excise Invoice. Further the rate of ED shall be restricted to as applicable within the contractual delivery period only. Increase in ED rate, if any due to delay in supply beyond the contractual delivery period shall not be payable by NTPC. However, the benefit of any decreases in ED shall be passed on to NTPC.

In case bidders quote with ‘Fixed Rate’ of ED or Specify ED as ’NIL’, the offer shall be evaluated accordingly and payment shall be restricted accordingly. This will be subject to submission of Excise Invoice copy for having actually paid the Excise Duty or otherwise but claim for any upward revision will not be accepted at a later stage.

Note:

1. Adverse loading in each factor to be done for comparison purposes, in case, vendor has not mentioned specifically the requisite factor, however, for placement of order the lowest / beneficial terms will be indicated.
2. ED and CST / VAT are payable on primary packaging of consignment as per present norms, therefore, packaging charges are to be quoted exclusive and separate. However, forwarding charges can be quoted in case transportation is NTPC account, weight of the total consignment is below 4 MT and material is to be handed over to NTPC Transporter at transporter's godown

24.0. Earnest Money Deposit (EMD) / Bid Security:

25.0. The bidder shall furnish, as a part of his Bid a Bid Security in the amount of Rs. ___________ (Rupees ____________________ only), in a separate envelope Superscribed on the top as under:-

"ORIGINAL BID SECURITY FOR ……………………………………………. (NAME OF PACKAGE)
NIT No……………………………………………………………………………………………………..
DUE DATE OF BID OPENING…………………………………………….. (DATE OF BID OPENING)
FROM ………………………………………………………………………….. (NAME OF THE BIDDER)".

26.0. Earnest Money Deposit / Bid security shall be furnished by the bidder alongwith the tender in any one of the following forms failing which the offer is liable for rejection:

a) The Bid security / EMD shall, at Bidders option, be in the form of a Crossed Demand Draft / Pay Order / Bankers Cheque in favour of NTPC Ltd. payable at SBI, Vidyut Nagar, Distt. Gautam Budh Nagar (Bank Branch Code No. 08866) or Punjab National Bank, NTPC, Vidyut Nagar, Distt. Gautam Budh Nagar (Bank Branch Code No. 601300) or Oriental Bank of Commerce, NTPC, Vidyut Nagar, Distt. Gautam Budh Nagar (Bank Branch Code No. 100919).

OR

b) An unconditional and irrevocable Bank Guarantee in favour of NTPC Ltd. from any of the banks specified in the bidding documents. The format of Bid Guarantee towards Bid Security shall be in accordance with the form of bid security included in the bidding documents. 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.

Note:- BG is acceptable only for EMD amount of more than Rs. 20,000/-. For EMD amount up to Rs. 20,000/-, the same is to be furnished by DD only.

27.0. Wherever Bids under Joint Venture route are permitted as per the Qualifying Requirements in the Bidding Documents, the EMD / Bid Security of the Joint Venture must be on behalf of all the partners of the Joint Venture, if applicable.

28.0. Any bid not accompanied by an acceptable EMD / Bid Security in accordance with aforesaid provisions shall be rejected by the Owner as being non-responsive and returned to the Bidders without being opened.

28.1 The EMD / Bid Security of all the unsuccessful bidders will be returned as promptly as possible, but not later than one (1) month after the expiration of the Bid Validity Period.

28.2 The EMD / Bid Security of successful Bidder to whom the Contract is awarded will be returned after the Bidder has furnished the required Contract Performance Guarantee / Security Deposit.

28.3 No interest will be payable by the owner on the said amount covered under bid Guarantee / other security documents.

28.4 The Earnest Money Deposit (EMD) / 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.:

a. If the Bidder withdraws or varies its Bid during the period of Bid Validity specified by the Bidder in the bid proposal.
b. In case the Bidder does not accept the corrections towards the discrepancies in their bid, where ever the break up prices have been asked separately.
c. If the Bidder refuses to withdraw, without any cost to the Owner, any deviation found in the bid.
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.
e. In the case of a successful Bidder, if the Bidder fails, within the time limit, to furnish the required Contract Performance Guarantee / Security Deposit in case the same is required as per conditions of the Purchase Order / Letter of Award.
f. If the bidder / their representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC.
g. In case the bidder / Contractor is disqualified from the bidding process of section 3 & 4 of Integrity Pact.

29.0. Submission of Earnest Money Deposit (EMD)/Bid Security in the form of Bank Guarantee:

29.1. The Bank Guarantee submitted in lieu of earnest money deposit/bid security shall be executed on non-judicial stamp papers of appropriate value as per stamp Act prevailing in the state of Uttar Pradesh (India), (The prevailing rates of stamp duty in UP state of India is Rs. 5.00 for every Thousand Rupees or part thereof of Bank Guarantee value subject to a maximum limit of Rs. 10,000/-).

29.2. In case Bank Guarantee is prepared on franked stamp paper issuing bank should submit copy of Government Notification authorizing the bank to issue such bank guarantee on franked stamp paper. Failing to submit this, EMD may be treated as invalid and their bid is liable to be rejected.

29.3. The stamp papers of appropriate value shall be purchased in the name of bidder/Bank issuing the Guarantee. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the point mentioned in Bank Guarantee Verification Check List as per Proforma enclosed with the bidding documents.

29.4. Bank Guarantee Verification Check List: Bidders are required to fill up the check List and ensure all the points of check list are replied in "Yes/No" and enclose the same along with the Bank Guarantee.

30.0. In consideration of the Owner opening and considering the tender for purpose of award of contract, the tenderer shall keep his tender valid as mentioned in SPC from the due date of opening of the tender, during which period the tenderer agrees not to vary, alter or revoke his tender either in whole or in part. If the tenderer, however, fails to keep his tender valid or varies its terms & conditions during the said period then the Owner shall be entitled to forfeit the EMD/Bid Guarantee amount without any notice or proof of damages etc.

31.0. Fraud Prevention Policy: The vendor alongwith their associate/collaborator/sub-contractors/sub-vendors/Consultants/service providers shall strictly adhere to the fraud prevention policy of the Employer displayed on its tender website http:/www.ntpctender.com.

The vendor alongwith their associate/collaborator/sub-contractors/sub-vendors/ Consultants/service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract. The vendor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

32.0. Electronic Payment :

32.1. The bidder shall furnish the details of bank accounts in the prescribed format along with bid in order to facilitate the owner to release payments electronically through Electronic Fund Transfer System, wherever technically feasible.

32.2. Electronic Fund Transfer (EFT) form is enclosed to authorize the owner (NTPC/NCPS) to release payment through Electronic Fund Transfer System.

33.0. In exceptional circumstances, the employer/owner may solicit the bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or by telefax followed by post confirmation. If a bidder accepts to extend the period of bid validity, the validity of bid security shall also be suitability extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will neither be required nor permitted to modify its bid.

34.0. Ineligibility for future Tenders/Enquiries: "Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above of 'Instructions to Bidders', if a Tenderer after having been issued the Purchase Order, does not submit an acceptable Performance Guarantee/Security Deposit in line with the provisions of the Purchase Order, such bidder may be considered ineligible for participation in future tenders/enquiries of NTPC for a period as may be decided by the Employer".

35.0. Transfer of Tender/Bid Documents:

(i) Tender documents downloaded/Purchased is non-transferable. However, if a tenderer desires to execute the order through its authorized agent/dealer/sister concern, the same will be clearly brought out in its bid. NTPC reserves the right to assess the capability of such agent / dealer / sister concern. NTPC also reserves the right and will have sole discretion to reject the such request of the tenderer and in this circumstances the tenderer will have to accept and execute the order directly.

(ii) In such case while NTPC accepts the execution of order through agent / dealer / sister concern, the bidder shall have to furnish joint undertaking executed by him and his agent / dealer / sister concern for the satisfactory performance of the supplies under the contract. The undertaking shall be submitted alongwith the bid, failing which the bidder shall be disqualified and his bid shall be rejected

36.0. The Earnest Money of the successful bidder(s) shall be converted into Security Deposit.

37.0. **Validity**: The prices quoted shall be firm and remain valid for a period as mentioned in SPC from the date of tender opening. Tender received with less validity period as required in SPC are liable to be rejected.

38.0. Risk Purchase: In case vendor fails to supply the materials within the stipulated period NTPC reserves the right to purchase the materials from other source at the sole risk and cost of the bidder. This will be in addition to the liquidated damages leviable as per Para 12.0 of General Purchase Conditions.

39.0. Clarification: Any clarification, technical or commercial, should be done at least a week before the submission of bids.

40.0. OPM: NTPC has opened Open Marine Policy for all the items. While quoting bidder shall not include the Transit Insurance charge.

41.0. Binding: The NTPC Ltd. does not bind them to accept the lowest or any tender or to give any reasons for their decision in any manner.

42.0. <u>Forwarding of bills</u> :

The following documents must be furnished along with INVOICE, BILLS etc. for releasing payment either through Bank or by direct payment by NTPC :-

i) Copies of Invoice / bill mentioning our Purchase Order Number & Date.
ii) Inspection Report / MDCC / CHP
iii) Challan / Packing List
iv) Guarantee / Warranty Certificate
v) Fitment Certificate
vi) Test Certificate
vii) Copy of Consignment Note
viii) Other Documents, if any

One set of all these documents are to be forwarded to Stores, Purchase, Finance (Bill Section). Please note that original copies to Bank, if payment is made through Bank and all original copies to stores in case of direct dispatch.

Vendor's Signature: