



NTPC LIMITED

(A Government of India Enterprise)



VOLUME – I

SECTION III

STANDARD FORMATS

& CHECK LISTS ETC.

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Annexure 01

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

{To be accepted on the system under General Technical Evaluation (GTE)}

To,

.....

..... **Power Station**

NTPC Limited,

.....

.....

Dear Sir,

We have read the contents of the Fraud Prevention Policy of NTPC displayed on its tender website <http://www.ntpctender.com> and undertake that we along with our associate / collaborator / sub_contractors / sub-vendors / consultants / service providers shall strictly abide by the provisions of the Fraud Prevention policy of NTPC.

(Acceptance to be given On Line on the system under GTE)



DETAILS OF PAN and GSTIN

To,

.....

..... **Power Station**
NTPC Limited,

.....

.....

Dear Sir,

The details of our registration in line with the various authorities are as under:

(a) PAN number

Our PAN number is as under:

Permanent Account Number	
---------------------------------	--

Note: Copy of card indicating PAN number duly attested by the bidder under his seal and signature to be submitted.

(b) GSTIN (if applicable):

Our GSTIN is

GSTIN	
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Note : Copy of registration with up to amendment to be enclosed.

(c) Contact details for post award activities.

Name	
Designation	
Mobile Number	



Annexure 04

E.F.T.Form

To,

.....

..... **Power Station**
NTPC Limited,

.....

.....

Dear Sirs,

We, hereby authorize the Employer to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:

(TO BE FILLED IN CAPITAL LETTERS)

1. NAME OF THE BENEFICIARY

2. ADDRESS

PIN CODE																			

3. TELEPHONE NO. (WITH STD CODE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. BANK PARTICULARS

A) BANK NAME



H) BANK ACCOUNT NUMBER

--	--	--	--	--	--	--	--	--	--	--	--	--	--

I) BANK ACCOUNT TYPE (TICK ONE)

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS
--------	---------	------	-------------	--------

IF OTHERS, SPECIFY

--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. PERMANENT ACCOUNT NUMBER (PAN)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. E-MAIL Address for Intimation regarding release of payments

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Employer responsible

SIGNATURE

DATE

--	--	--	--	--	--

(AUTHORISED

SIGNATORY)

Name:



OFFICIAL STAMP

BANK CERTIFICATION:

It is certified that above mentioned beneficiary holds a bank account no.....
with our branch and the Bank particulars mentioned above are correct.

DATE

--	--	--	--	--	--	--	--

SIGNATURE
(AUTHORISED

SIGNATORY)

Authorisation no.:

.....

Name:

Encl: Blank Cheque

OFFICIAL STAMP

Form of Bank Guarantee towards Performance Security
(To be suitably incorporated by concerned package coordinator)

Bank Guarantee No.....

Date.....

To,
[Employer's Name & Address]

Dear Sirs,

In consideration of the [Employer's Name] (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Contractor's Name]..... with its Registered /Head Office at..... (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. dated. and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No..... dated valued at for..... and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*).....% (..... percent) of the said value of the Contract to the Employer.

We[Name & Address of the Bank].....having its Head Office at(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of(*)..... as aforesaid at any time up to(@)..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to(*)..... and it shall remain in force upto and including(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s[Contractor's Name}on whose behalf this guarantee has been given.

Dated this day of 20..... at.....

.....
(Signature)
.....
(Name)
.....
(Designation with Bank Stamp)
Authorised Vide Power of
Attorney No.....
Date.....

- Notes :**
- 1. (*) This sum shall be three percent (03%) of the Contract Price.
(@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.
 - 2. The Bank Guarantee shall be from a Bank as per provisions of the Bidding Documents.
 - 3. The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the BG is submitted or is to be acted upon or the rate prevailing in State where the BG is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.
 - 4. While getting the Bank Guarantee issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Bank Guarantee.
 - 5. In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 (attached with Section-III of Bidding Documents).

Form of Insurance Surety Bond towards Performance Security
(To be suitably incorporated by concerned package coordinator)

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.

Date.....

To,
[Employer's Name & Address]

Dear Sirs,

In consideration of the [Employer's Name]..... (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Contractor's Name].....with its Registered /Head Office at (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. dated and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No. dated, valued at for and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*) % (..... percent) of the said value of the Contract to the Employer.

We[Name & Address of the Insurer].....having its Head Office at(hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Contractor to the extent of(*)..... as aforesaid at any time up to(@)..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law

would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to(*)..... and it shall remain in force upto and including(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s[Contractor's Name]..... on whose behalf this Insurance Surety Bond has been given.

Dated this day of 20..... at.....

WITNESS :

1. (Signature) (Signature)
 (Name) (Name)
 (Official Address) (Designation with Insurer Stamp)

Authorised Vide Power of Attorney No.....

Date.....

2. (Signature)
 (Name)
 (Official Address)

- Notes :**
- (*) This sum shall be three percent (03%) of the Contract Price.
(@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.
 - The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
 - The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
 - The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond

is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond.

FORM OF EXTENSION OF BANK GUARANTEE/ INSURANCE SURETY BOND

Ref. No.:
@ _____

Date:

Dear Sirs,

Subject : Extension of Bank Guarantee/Insurance Surety Bond No. _____ dated _____ for
.....[indicate
value of Bank Guarantee/Insurance Surety Bond].....favouring yourselves
expiring on
on account of M/s..... (Name of Bidder) in respect of Contract for
(Insert Package name)_____(Insert Project Name)_____project,
Contract No._____dated _____
(hereinafter called original Bank Guarantee/Insurance Surety Bond)

At the request of M/s_____ we _____ Bank branch
office at_____and having its Head office at_____do
hereby extend our liability under the above mentioned guarantee No._____
_____dated for a further period of _____year/months from
_____to expire on_____.

Except as provided above, all other terms and conditions of original Bank
Guarantee/Insurance Surety Bond No._____dated____shall remain unaltered and
binding.

Please treat this as an integral part of the original guarantee to which it would be deemed
to have been attached.

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Authorised vide
Power of Attorney No.....
Date.....

Dated _____

SEAL OF BANK/INSURANCE COMPANY

Note:

1. @ The extension of the Bank Guarantee/Insurance Surety Bond should be forwarded to the Unit/ Project/Corporate Centre, from where the extension has been sought.
2. The extension of BG/Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the

BG/Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.

CHECKLIST

Sl. No.	Details of checks	YES / NO
1	Is the BG/INSURANCE SURETY BOND on non-judicial stamp paper/e-stamp paper of appropriate value, as per Stamp Act?	
2	Whether date, purpose of purchase and name of the purchaser are indicated on the stamp paper? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG/INSURANCE SURETY BOND and the stamp paper should be purchased either in the name of the executing Bank/Insurance Company or the party on whose behalf the BG/INSURANCE SURETY BOND has been issued. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor.)	
3	In case of BG/INSURANCE SURETY BONDS from Bank/Insurance Company abroad, has the BG/INSURANCE SURETY BOND been executed on Letter Head of the Bank/Insurance Company?	
4	Has the executing Officer of BG/INSURANCE SURETY BOND indicated his name, designation and Power of Attorney No./ Signing Power no. etc., on the BG/INSURANCE SURETY BOND?	
5	Is each page of BG/INSURANCE SURETY BOND duly signed /initialed by executant and whether stamp of Bank/Insurance Company is affixed thereon? Whether the last page is signed with full particulars under seal of Bank/Insurance Company as required in the prescribed proforma?	
6	Does the Bank Guarantee/Insurance Surety Bond compare verbatim with the Proforma prescribed in the Bid Documents?	
7	Are the factual details such as Bidding Document No./Specification No., Amount of BG/INSURANCE SURETY BOND and Validity of BG/INSURANCE SURETY BOND correctly mentioned in the BG/INSURANCE SURETY BOND?	
8	Whether overwriting/cutting if any on the BG/INSURANCE SURETY BOND have been properly authenticated under signature & seal of executant?	
9	Whether the BG/INSURANCE SURETY BOND has been issued by a Bank/Insurance Company in line with the provisions of Bidding documents?	
10	In case BG/INSURANCE SURETY BOND has been issued by a Bank/Insurance Company other than those specified in Bidding Document, is the BG/INSURANCE SURETY BOND confirmed by a Bank/Insurance Company in India acceptable as per Bidding documents?	

SUBMISSION OF BANK GUARANTEE

UPDATED SCHEDULED COMMERCIAL BANK LIST

A STATE BANK OF INDIA

B NATIONALISED BANKS

- 1 Bank of Baroda
- 2 Bank of India
- 3 Bank of Maharashtra
- 4 Canara Bank
- 5 Central Bank of India
- 6 Indian Overseas Bank
- 7 Indian Bank
- 8 Punjab National Bank
- 9 Union Bank of India
- 10 Punjab & Sind Bank
- 11 UCO Bank

C SCHEDULED PRIVATE BANKS (INDIAN BANKS)

- 1 Axis Bank Ltd
- 2 Bandhan Bank Limited
- 3 CSB Bank
- 4 City Union Bank
- 5 DCB Bank Ltd
- 6 Dhanlaxmi Bank Ltd
- 7 Federal Bank Ltd
- 8 HDFC Bank Ltd
- 9 ICICI Bank Ltd
- 10 IndusInd Bank Ltd
- 11 IDFC FIRST Bank Limited
- 12 Jammu & Kashmir Bank Ltd
- 13 Karnataka Bank Ltd
- 14 Karur Vysya Bank Ltd
- 15 Kotak Mahindra Bank
- 16 Lakshmi Vilas Bank Ltd
- 17 Nainital Bank Ltd
- 18 RBL Bank Limited
- 19 South Indian Bank Ltd
- 20 Tamilnad Mercantile Bank Ltd
- 21 Yes Bank Ltd
- 22 IDBI Bank Ltd.

D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

- 1 AB Bank Ltd

- 2 Abu Dhabi Commercial Bank PJSC
- 3 American Express Banking Corporation
- 4 Australia & Newzealand Banking Group Limited
- 5 Barclays Bank Plc
- 6 Bank of America
- 7 Bank of Bahrain & Kuwait B.S.C.
- 8 Bank of Ceylon
- 9 Bank of China Limited
- 10 Bank of Nova Scotia
- 11 BNP Paribas
- 12 Citi Bank NA
- 13 Cooperatieve Rabobank UA
- 14 Crédit Agricole Corporate and Investment Bank
- 15 Credit Suisse AG
- 16 CTBC Bank Co Ltd
- 17 DBS Bank India Ltd
- 18 Deutsche Bank A.G.
- 19 Doha Bank Q.P.S.C
- 20 Emirates NBD Bank (PJSC)
- 21 First Abu Dhabi Bank PJSC
- 22 FirstRand Bank Ltd
- 23 HSBC Ltd
- 24 Industrial & Commercial Bank of China Ltd
- 25 Industrial Bank of Korea
- 26 JP Morgan Chase Bank, National Association
- 27 JSC VTB Bank
- 28 KEB Hana Bank
- 29 Kookmin Bank
- 30 Krung Thai Bank Public Company Ltd
- 31 Mashreq Bank PSC
- 32 Mizuho Bank Ltd
- 33 MUFG Bank, Ltd
- 34 NatWest Markets Plc
- 35 PT Bank Maybank Indonesia TBK
- 36 Qatar National Bank (Q.P.S.C.)
- 37 Sberbank
- 38 SBM Bank (India) Ltd
- 39 Shinhan Bank
- 40 Societe Generale
- 41 Sonali Bank Ltd
- 42 Standard Chartered Bank
- 43 Sumitomo Mitsui Banking Corporation
- 44 United Overseas Bank Ltd
- 45 Westpac Banking Corporation
- 46 Woori Bank

***Note - Any Addition/ Deletion/ Modification in Bank list shall be as per changes in
Second Schedule List by RBI from time to time**