

NTPC LIMITED
(A Government of India Enterprise)



BIDDING DOCUMENTS

SECTION – VII

(FORMS AND PROCEDURES)

(This document is meant for the exclusive purpose of bidding against this Bidding Document / Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued).

Rev 2.1

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* No specified format

1. BID FORMS

BID FORM

Date :

NIT/IFB/ Tender Enquiry No.

Name of Contract Package:

To

NTPC Ltd.,

.....
.....
.....
.....

Dear Sir,

- 1.0 Having examined the Bidding Documents including subsequent amendments and clarifications, the receipt of which is hereby acknowledged, we the undersigned, submit our bid for the Works under the above-named Contract Package, in full conformity with the said Bidding Documents.
- 2.0 We have understood the instructions and the terms and conditions mentioned in the bidding documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required
- 3.0 We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the bidding documents.
- 4.0 We declare that the work will be executed strictly in accordance with the requirement.
- 5.0 Our proposal shall remain valid for acceptance for a period of 180 days from the date of opening of the 'Technical & Commercial Proposal' by NTPC.
- 6.0 We hereby furnish our 'EMD Bid' comprising the following as per prescribed formats
 - i. Attachment 1 : Bid Security (BG/DD no. dated For Rs. Issued by)
 - ii. Attachment 2: Authority to Sign the bid
 - iii. Attachment 7 - Electronic Fund Transfer (EFT) Form
- 7.0 Our 'Technical and Commercial Bid' and 'Price Bid' are being submitted online in separate sealed envelopes as per the requirement of the Bidding Documents. We hereby confirm that our Techno-Commercial Bid does not contain any Price content entry. Further, we confirm that our Price Bid does not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the price Bid.
- 8.1 We are aware that the Bill of Quantity (BOQ) does not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical Specifications, Drawings and other Sections of the Bidding Documents to

ascertain the full scope of work included in each item while filling in the rates and amount/prices. We agree that the entered rates and amount/prices shall be deemed to include the full scope as aforesaid, including overheads and profit.

- 8.2 ~~We declare that as specified in the GCC, prices quoted by us in the MS Excel Bill of Quantity (BOQ) are FIRM.~~

~~(In case provisions in the tender are for VARIABLE prices, following shall be applicable~~

~~“We declare that as specified in the GCC, prices quoted by us in the Schedule of Quantities shall be subject to adjustment in accordance with SCC Clause entitled ‘Price Adjustment’.)~~

- 8.3 We understand that in the *MS Excel BOQ*, where there are differences between the rates given by the contractor in words and figures or in the amount worked out by us in the Schedule of Quantities and General Summary, the same shall be adjusted in accordance with provisions at ITB clause 23.2.
- 8.4 We declare that prices left blank in the *MS Excel BOQ* will be deemed to have been included in the prices of other items. The total for each Schedule and the total of grand summary shall be deemed to be the total price for executing the subject package in complete accordance with the Contract, whether or not each individual item has been priced.
- 8.5 We confirm that our Bid Prices include all taxes, duties, levies and charges as may be assessed on us, our Sub-Contractor/Sub-Vendor and those imposed on our equipment, materials, supplies and services to be used in the performance of the Contract or furnished under the Contract.
- 8.6 We have read the ITB clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we/our Collaborator/JV Partner/Consortium member are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

* Further, we certify that we do not have any TOT arrangement requiring registration with the competent authority.

Or

* Further, we certify that we have valid registration with the competent authority to participate in this procurement.

We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

*** We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member, as applicable, is enclosed as Annexure...**....**

*** Bidder to strike-off, whichever is not applicable.**

**** Bidder to mention the Annexure no**

- 9.0 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents, are acceptable to us and we further confirm that we have not taken any deviation to the provisions of the Bidding Documents anywhere in our bid. Any deviation, variation or additional condition etc. or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendment(s)/Clarification(s)/ Addenda/ Errata (if any) found anywhere in our bid proposal, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which our bid shall be rejected.

- 10.0 We hereby agree that we shall furnish all necessary justification to establish the reasonableness of the rates/prices, if required by you.
- 11.0 We undertake, if our bid is accepted, to commence work under the subject package immediately on issue of your Letter of Award/ Service Purchase Order and to complete it within the time specified in the SCC.
- 12.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, and that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.
- 13.0 (i) We confirm that we fulfill the requirements of **Local content for Class-I Local Supplier/Class-II Local Supplier.**

The details of the location(s) at which the local value addition are as under:

Sl. No.	Description of Goods & Services	Details of the location(s) at which the local value addition is made

- (ii) We confirm that we fulfill the requirements of Local content for Class-I local supplier for Item(s) mentioned at ~~clause no. 41 of GTR~~ in Technical Specifications, as applicable. We further confirm that in case such item(s) are bought-out for us, we shall source the same from Class-I local supplier only.
- (iii) ~~We~~ undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.
- (iv) ~~##~~We further confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPMII Order) dated 15.06.2017 and its subsequent revisions /amendments issued by Department for Promotion of Industry and Internal trade (DPIIT)."

##In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPMII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para above and declaring the details of banning using additional sheets.

Bidder may also enclose additional sheets in similar format (if required), for providing details pertaining to local value addition.

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

Thanking you, we remain,

Yours faithfully,

Date : (Signature).....

Place : (Name).....

(Designation).....

(Common Seal).....

Business Address :

Fax No. :

Phone No. :

Note : 1. Bidders may note that no prescribed proforma has been enclosed for:

- (a) Attachment 2 (Authority to Sign the bid) (Legal Documents)
- (b) Financial Documents to be submitted in Attachment 3.
- ~~(c) Attachment 10: Technical details & data sheets, drawings, compliance to scope of work etc~~

Not Applicable

BID SECURITY

BIDDER TO FURNISH BID SECURITY IN LINE WITH ITB CLAUSE 14.0 AND NIT/TENDER ENQUIRY AS PER FORMAT GIVEN IN BIDDING DOCUMENTS.

**DOCUMENTS RELATED TO AUTHORITY TO SIGN THE BID
IN ACCORDANCE WITH ITB SUB-CLAUSE 11.3.1(b)**

Not Applicable

ATTACHMENT – 3

Bidder's Qualifications
(To be uploaded in Pre-Qual/Technical Cover/Envelope)

(Qualification Data)

Bidder's Name and Address :

To

NTPC Limited,

Dear Sirs,

Bidder's Qualification Data regarding subject package as per Clause No. 7.0 of NIT.

In terms of Item No 7.1 of NIT, we confirm the following:

Details of which are as follows: -

Brief Description of Work	Name of Client (Name and address including Email id & Phone No. of Contact Person)	LOA/Purchase Order no. and date	Award Value of LOA/Purchase Order (₹)	Value of work executed (₹)

Not Applicable

*Please Strike off which is not applicable.

We further understand and agree that any misleading or false information furnished by us may result in summary rejection of our bid:

Date : (Designation).....

Place : (Printed Name).....

- Note:**
- 1. Bidder has to strictly follow this format while filling this Attachment to establish meeting the Qualification Requirement.**
 2. Copies of Order/Letter of Award/Contract Agreement/Client Certificate and Performance Certificate from the clients, etc. are to be enclosed clearly establishing the scope of work/ years of successful operation, etc. in support of meeting the Qualifying Requirements.

Not Applicable

ATTACHMENT - 3A-2

(Details pertaining to Financial Qualification of the bidder as per Item No. 7.2.1 of NIT)

- (A) We confirm that our average annual turnover during the preceding three (3) financial years as on the date of Techno-Commercial bid opening is not less than 51 Lakhs(Rs. Fifty one Lakh only) or in equivalent foreign currency. In support of above, we are enclosing audited financial statements and the details are as under:

S No	Financial Year	Amount in Bidder's Currency	Amount in INR (Lacs)	Exchange Rate as on seven (7) days prior to the date of Techno-Commercial bid opening
1	2021 - 2022			
2	2020 - 2021			
3	2019 - 2020			
4	Average Annual Turnover for the preceding three (3) Financial Years as on date of Techno-Commercial Bid Opening			
5	We have enclosed Audited financial statements for the last 3 financial years		Yes*/No*	

* Bidder to strike off whichever is not applicable.

In case where audited results for the last preceding financial year are not available, certification of financial statement from a practicing chartered accountant shall also be considered acceptable.

Not Applicable

i).	<p>In case financial results certified by a practicing chartered accountant not enclosed, then Audited financial statements for FY 2018-2019 also enclosed.</p> <p>Further, a Certificate from the CEO/CFO of the Company stating that “the Financial results of company are under audit as on the date of Techno-Commercial Bid Opening and the certificate from the practicing chartered accountant certifying the financial is not available”, is enclosed Annexure as per the format at Appendix-C to this Attachment.</p>	<p>YES/NO Enclosed at Annexure</p> <p>YES/NO</p>
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(B) Since we do not satisfy the average annual turnover criteria of 7.2.1 of NIT on our own, we give below the following details of our Holding Company in terms of NIT Clause no 7.2.2 who meet the stipulated turnover requirements and whose Net worth as on the last day of the preceding financial years is at least equal to or more than the paid up share capital of the Holding Company.

1. Name and Address of the Holding Company :.....
2. **Annual Turnover of the Holding Company with following details :**

S No	Financial Year	Amount in Holding Company's Currency	Amount in INR (Lacs)	Exchange Rate as on seven (7) days prior to the date of Techno-Commercial bid opening
1	2020 - 2021			
2	2019 - 2020			
3	2018 - 2019			

Not Applicable

4	Average Annual Turnover for the preceding three (3) Financial Years as on date of Techno-Commercial Bid Opening			
5	We have enclosed Audited financial statements of Holding Company for the last 3 financial years		Yes*/No*	
6.				

* Please Strike off whichever is not applicable.

(Details pertaining to Financial Qualification of the Bidder as per Item No. 7.2.3 and 7.2.4 of the NIT)

Bidder's Name and Address :

To
NTPC Limited,
Unified Shared Service Centre,
Central Procurement Group-1,
Western Region-II Head Quarter, Plot No.-87, Sector-24, Atal Nagar
Nava Raipur, Raipur, Chhattisgarh, Pin Code-492101

A) **The Details inline with Financial Qualification of the Bidder as per Item No. 7.2.3 and 7.2.4 of the NIT are as under :**

Sl. No.	Description	As on last day of the preceding financial year
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1. Since we are not able to furnish our audited financial statements, on stand alone entity basis, we are submitting the following documents for substantiation of our Qualification :
 - (a) Copies of unaudited unconsolidated financial statements of the Bidder alongwith copies of the audited consolidated financial statements of the Holding Company for the last 3 years enclosed at Annexure..... to this Attachment.
 - (b) Certificate from the CEO/CFO of the Holding company stating that the unaudited unconsolidated financial statements form part of the consolidated financial statements of the Holding Company, is enclosed as per the format at Appendix-A to

Not Applicable

this Attachment.

* In case where audited results for the last preceding financial year are not available, certification of financial statement from a practicing chartered accountant shall also be considered acceptable.

2.	In case financial results certified by a practicing chartered accountant not enclosed, then Audited financial statements for FY 2017-2018 also enclosed. Further, a Certificate from the CEO/CFO of the Company stating that “the Financial results of company are under audit as on the date of Techno-Commercial Bid Opening and the certificate from the practicing chartered accountant certifying the financial is not available”, is enclosed Annexure as per the format at Appendix-C to this Attachment.	YES/NO Enclosed at Annexure YES/NO
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We further confirm that Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder / its Collaborators / Associates / Subsidiaries / Group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

- (i) Net worth means the sum total of the paid up share capital and free reserve. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- (ii) Other income shall not be considered for arriving at annual turnover.

Not Applicable

**APPENDIX-A
TO ATTACHMENT - 3A2**

**PROFORMA OF CERTIFICATE FROM THE CEO/CFO
OF THE HOLDING COMPANY IN ACCORDANCE WITH
ITEM NO. 7.2.3 OF NIT
(To be submitted by Bidder along with the Bid)**

Ref. :

Date:

To

NTPC Limited,
Unified Shared Service Centre,
Central Procurement Group-1,
Western Region-II Head Quarter, Plot No.-87, Sector-24, Atal Nagar
Nava Raipur, Raipur, Chhattisgarh, Pin Code-492101

Dear Sir,

- 1.0 I, M/s..... (CEO of the company / CFO of the company)*, declare that M/s..... (Name of the Holding Company) is the Holding Company of M/s..... (Name of the Bidder)
- 2.0 I hereby confirm and undertake that the unaudited unconsolidated financial statements submitted in respect of the bidder as part of the bid reference no..... dated..... have been considered for the purposes of the finalisation of Consolidated financial statements of the Holding Company as part of the Annual Reports.
- 3.0 I further, certify that the figures in the unaudited unconsolidated financial statements are true and correct and same have been duly reflected in the audited consolidated financial statements and/or Annual Report of the Holding Company.

Yours faithfully,

(Signature).....

(Name & Designation).....

(Name of the Holding Company).....

(Seal of Holding Company).....

Note : *Please Strike off whichever is not applicable.

PROFORMA OF LETTER OF UNDERTAKING

(TO BE STAMPED AS PER INDIAN STAMP ACT)

**[To be executed by the Holding Company of Bidder
Supported by Board Resolution and submitted by the Bidder along with
the Bid, in case financial support is being extended by the Holding
Company to the Bidder for meeting the stipulated Financial
Qualifying Requirement as per Item No. 7.2.1 of NIT)**

Ref. :

Date :

To

NTPC Limited,
Unified Shared Service Centre,
Central Procurement Group-1,
Western Region-II Head Quarter, Plot No.-87, Sector-24, Atal Nagar
Nava Raipur, Raipur, Chhattisgarh, Pin Code-492101

Dear Sir,

1.0 We, M/s..... declare that we are the Holding Company of M/s..... (Name of the Bidder) and have controlling interest therein.

M/s..... (Name of the Bidder) proposes to submit the bid for the package (Name of the package) for (Name of the Project) under bid reference no..... dated and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Clause 7.2.1 of NIT.

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of Contract for the said package to M/s. (Name of the Bidder), in case they are awarded the Contract for the said package, at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of the Bidder/Contractor.

Not Applicable

- 3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire Contract and/or till it is discharged by NTPC.
- 4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Yours faithfully,

(Signature of Authorised Signatory)
on behalf of the Holding Company)

(Name & Designation).....

(Name of the Holding Company).....

(Seal of Holding Company).....

Witness :

(1)

(2)

Not Applicable

**APPENDIX-C
To Attachment 3A2**

**PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE
COMPANY IN ACCORDANCE WITH ITEM NO. 7.2.4 OF NIT**

(To be submitted along with the Techno-Commercial Bid)

Ref. :

Date :

To
NTPC Limited,
Unified Shared Service Centre,
Central Procurement Group-1,
Western Region-II Head Quarter, Plot No.-87, Sector-24, Atal Nagar
Nava Raipur, Raipur, Chhattisgarh, Pin Code-492101

Dear Sirs,

1.0 I, Mr. (CEO of the Company / CFO of the Company)* confirm and undertake that the Financial results of the company for the preceding financial year to be submitted in respect of the bidder as part of the bid reference no. dated are under audit as on the date of Techno-Commercial Bid Opening for “..... **Package**” and the certificate from the practicing chartered accountant certifying the financial parameters for the preceding financial year is not available.

Yours faithfully

(Signature)

Date : (Name & Designation).....

Place : Name of the Company)

Note : *Strike off whichever is not applicable.

Not Applicable

(LIST OF FINANCIAL DOCUMENTS)
(To be uploaded in Pre-Qual/Technical Cover/Envelope)

Bidder's Name & Address

To,

NTPC Limited,

.....
.....
.....
.....

The following Documents are annexed to this attachment.

1. Annual reports for preceding three years as on the date of Techno-commercial Bid opening.
2. Any other document asked for in the bidding documents.

Date :

Signature.....

Place :

Name of Authorised person having Power of attorney.....

Designation.....

Common Seal.....

NIT/IFB/ Tender Enquiry No
(SUB-CONTRACTORS)
(To be uploaded in Pre-Qual/Technical Cover/Envelope)

NOT APPLICABLE

Bidder's Name & Address _____

To,

NTPC Limit

.....
.....
.....
.....

Dear Sirs

~~The following details in respect of each Sub-Contractor proposed by us in our bid are annexed to this Attachment.~~

~~1. Name of the Sub-Contractor and the broad scope of work proposed to be sub-contracted to him.~~

~~2. The following details of the Sub-Contractor:~~

~~—— (i) Similar work executed in Industrial/Infrastructure projects in the last seven (7) years including achievements.~~

~~—— (ii) List of plant & equipment proposed for deployment indicating whether the plant of equipment are lying idle and/or will be diverted from other works indicating likely date of release by client.~~

~~—— (iii) Technical manpower available for deployment.~~

~~—— (iv) Financial status for last three(3) years.~~

~~(v) Letter of confirmation from the Sub-Contractor, signifying his confirmation to execute the Work.~~

Date: _____ Signature.....
Place: _____ Name of Authorised person having Power of attorney.....
_____ Designation.....
_____ Common Seal.....

Note : 1. ~~The Bidder shall furnish the above details for each of the agencies/sub-contractors separately as per clause no. of BDS.~~

2. ~~The format of the Letter of confirmation shall be as given at S. No. 13 of Forms and Procedures, Section VIII.~~

NIT/IFB/ Tender Enquiry No
(EQUIPMENT/ MACHINERY DEPLOYMENT SCHEDULE)
 (To be uploaded in Pre-Qual/Technical Cover/Envelope)

Bidder's Name & Address:

To,
 NTPC Limited,

Sl. No.	Equipment Type/Capacity	Min. Nos required as indicated in Technical Specification	No. proposed to be deployed	No. already available for immediate deployment	Period by which balance eqpt. will be deployed	Place from where balance eqpt. will be brought	Number intended to be purchased	Period by which New T&P can be deployed	Quantum of work that can be achieved during peak period/shift
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

- 1.
- 2.
- 3.
- 4.

Note : Further information for equipment (if any)

The above list of equipment & machinery is a minimum requirement. However, we shall deploy any other equipment & Machinery which may be required as per the direction of Engineer-in-charge to execute the work satisfactorily and as per time schedule stipulated in the bar chart.

Date :
 Place :

(Signature).....
 (Name)
 (Designation).....

(GENERAL DECLARATION BY BIDDER)
(To be uploaded in Pre-Qual/Technical Cover/Envelope)

To,
NTPC Ltd.
.....
.....
.....

Dear Sirs,

We hereby confirm that :

1. We have carefully read General Conditions of Contract, Special Conditions of Contract, Technical Specification and Bid Drawings (including amendments/ errata) and Bill of Quantity/Schedule of Items and all other Bidding documents.
2. Our technical team/technically competent officer visited the site to apprise our selves about availability of construction materials, unskilled labour, access to site and other infrastructure/enabling facilities (including availability of water/power) needed for the execution of the contract.

Date: Signature.....

Place: Name of Authorised person
having Power
of attorney
Designation.....
Common Seal.....

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

G) 11 DIGIT IFSC CODE OF THE BANK

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

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 Company responsible

DATE

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

SIGNATURE

(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:

OFFICIAL STAMP

Encl: Cancelled cheque.

DETAILS OF PF, ESI, PAN and GST REGN.
(To be uploaded in Pre-Qual/Technical Cover/Envelope)

To,

NTPC Ltd.

.....
.....
.....

Dear Sir,

The details of our registration are as under:

(a) PF no. (If asked for in the tender)

The PF no. allotted by concerned RPFC under EPF scheme 1952 is as under:

PF Number	
------------------	--

Note: Copy of PF registration certificate issued by the concerned RPFC duly attested by the bidder under his seal and signature to be submitted.

(b) ESI registration number, if applicable (If asked for in the tender)

Our ESI registration number to cover our employees under the ESI Act:

ESI Registration Number	
--------------------------------	--

Note: Copy of ESI registration duly attested by the bidder under his seal and signature to be submitted.

(c) 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.

(d) GSTIN, if applicable:

Our **GSTIN** is

GSTIN (location	
GSTIN (location	
GSTIN (location	

Note : Copy of registration to be enclosed.

Date : (Signature).....

Place : (Name)

(Designation).....

(Company Seal)

DECLARATION REGARDING GST

Bidder's Name and Address:

To

NTPC Ltd.

.....
.....
.....

Declaration regarding GST

A. GST Rate on Free Issue Material as per GST act.

We hereby declare that the GST rate on free issue material shall be as under:

Sl. No.	Item Description	Value (Rs.)	GST Rate
1			
2.			
3.			

B. GST applicable under RCM

We hereby declare and confirm that on following supplies, GST under RCM is applicable.

Sl. No.	Item Description	Value on which GST under RCM is applicable (Rs.)
1		
2		
3		
4		

Date.....

Place.....

Signature

Name.....

Designation.....

Company Seal.....

(Declaration on Local (Indigenous) Content)
(To be submitted with technical envelope)

.....PACKAGE

FOR

.....PROJECT

BIDDING DOCUMENT NO.....

1.0 In order to avail purchase preference, we confirm that we are a '**Class-I Local Supplier**' as per details given below.

Sl. No.	Description of Goods & Services	Details of the location(s) at which the local value addition is made

.....OR

1.0 *We confirm that we are not a '**Class-I local supplier**'.

.....***Bidder to Strike off, whichever is not applicable.**

1.1 We confirm that we are a Class-I local supplier for Item(s) mentioned at clause no. 41 of GTR in Technical Specifications, as applicable. We further confirm that in case such item(s) are bought-out for us, we shall source the same from Class-I local supplier only.

1.2 **We undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.##**

2.0 Further, we hereby confirm that we presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 issued by Department of Industrial Policy and Promotion (DIPP).

3.0 We agree to furnish any information as a proof of the above to your satisfaction as and when required.

Note : 1) Continuation sheets of like size and format, may be used as per Bidder's

~~2) In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPPMII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para 2.0 above and declaring the details of banning using additional sheets which shall be annexed to this Attachment.~~

(Declaration on Local (Indigenous) Content)
(To be submitted with technical envelope)

- (i) We confirm that we fulfill the requirements of **Local content for Class-I Local Supplier/Class-II Local Supplier.**

The details of the location(s) at which the local value addition are as under:

Sl. No.	Description of Goods & Services	Details of the location(s) at which the local value addition is made

- (ii) We confirm that we fulfill the requirements of Local content for Class-I local supplier for Item(s) mentioned at ~~clause no. 41 of GTR~~ in Technical Specifications, as applicable. We further confirm that in case such item(s) are bought-out for us, we shall source the same from Class-I local supplier only.
- (iii) **#We undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.**
- (iv) **##We further confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions /amendments issued by Department for Promotion of Industry and Internal trade (DPIIT)."**

##In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPPMII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para above and declaring the details of banning using additional sheets.

Bidder may also enclose additional sheets in similar format (if required), for providing details pertaining to local value addition.

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

Thanking you, we remain,

Yours faithfully,

Date : (Signature).....

Place : (Name).....

(Designation).....

(Common Seal).....

~~————(Declaration on exemption from meeting the Local
(Indigenous) Content)~~

~~(To be submitted with technical envelope)~~

.....PACKAGE

FOR

.....PROJECT

BIDDING DOCUMENT NO.....

Dear Sirs

We have read the provisions of “Preference to Make In India and Eligibility for Evaluation/granting of purchase preference to local suppliers” enclosed with the Bid Data Sheets. In terms of the requirement of the aforesaid provisions, we hereby declare the following:

1.0 In order to avail exemption from meeting stipulated Local Content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' for Item(s) for complete scope of work, we confirm that we are manufacturing the item(s) in India under a license from a foreign manufacturer who holds intellectual property rights and there is a technology collaboration agreement / transfer of technology agreement between the technology owner and us for indigenous manufacturing of the item(s) as per details below:

Sl. No. of BOQ	Description of Goods	Licensing Organisation /Technology Owner	Details of the location(s) at which the local manufacturing is done

2.0 Further, we hereby confirm the following:

Whether the bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 issued by Department of Industrial Policy and Promotion (DIPP).	Yes*/No*
--	-----------------

~~* Strike off, whichever is not applicable~~

3.0 We agree to furnish any information as a proof of the above to your satisfaction as and when required.

Note : 1) Continuation sheets of like size and format, may be used as per Bidder's

**2. PROFORMA FOR BID SECURITY DECALRATION IN LIEU EARNEST
MONEY DEPOSIT**

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(On Non-Judicial stamp paper of appropriate value)

Ref. :

Date :

Bank Guarantee No. :

To,

NTPC Limited

.....
.....
.....
.....

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No..... , M/s(***)..... having its Registered/Head Office athereafter called the 'Bidder') wish to participate in the said bid for [Name of Package]..... As an irrevocable bank guarantee against Bid Security for an amount of(*).....valid fordays from.....(**).....required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the[Name & address of the Bank].....having our Head Office at.....(#).....guarantee and undertake to pay immediately on demand by.....[Name of the Employer] (hereinafter called the 'Employer').....the amount of(*)..... without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto(@)..... If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s.....(***).....[Bidder's Name]..... on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this day of 20..... at

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Stamp.....

Authorised Vide
Power of Attorney No.....

Date.....

NOTE : 1. (*) The amount shall be as specified in the bidding documents.

(**) This shall be the date of opening of bids.

(#) Complete mailing address of the Head Office of the Bank to be given.

(@) This date shall be forty five (45) days beyond the validity of bid.

(***) Write the name and addresses of all the Joint Venture partners, in case the bid is submitted by a Joint Venture in terms of Qualifying Requirements.

2. The Bank Guarantee (BG) 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 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.

4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this Check List and enclose the same along 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).

CHECKLIST

Sl. No.	Details of checks	YES / NO
1	Is the BG 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 and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor.)	
3	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank?	
4	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./ Signing Power no. etc., on the BG?	
5	Is each page of BG duly signed /initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars under seal of Bank as required in the prescribed proforma?	
6	Does the Bank Guarantees 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 and Validity of BG correctly mentioned in the BG?	
8	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant?	
9	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

**3. LIST OF BANKS FROM WHICH BANK GUARANTEES FOR ADVANCE / SECURITY
DEPOSIT AND BANK GUARANTEE TO BE FURNISHED BY ASSOCIATE CAN BE
ACCEPTED**

**THE BANKS FROM WHICH BANK GUARANTEES FOR
BID SECURITY EMD CAN BE ACCEPTED**

SUBMISSION OF BANK GUARANTEE		
UPDATED SCHEDULED COMMERCIAL BANKLIST		
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)

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

4. BANK GUARANTEE VERIFICATION CHECKLIST FOR BID SECURITY

BANK GUARANTEE VERIFICATION CHECK LIST

1. **Bank Guarantee No. & Date** :
2. **Name of Issuing Bank** :
3. **Amount of BG** :
4. **Nature of BG & No. of Pages** :
5. **Validity of BG** :
6. **Vendor Reference** :
 - Name
 - Address
 - Telephone
 - Fax
 - Email
7. **Bank Reference**
 - Name
 - Address
 - Telephone
 - Fax
 - Email

Sl. No.	<i>Details of Checks</i>	Yes/No
1.	Is the BG on Non-judicial stamp paper of appropriate value, as per Stamp Act?	
2.	Whether date, purpose of purchase of stamp paper 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 and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor.)	
3.	In case of BGs from Banks abroad, has the BG been executed on	

	Letter Head of the Bank.	
4.	Has the executing officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No., on the BG?	
5.	Is each page of BG duly signed /initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars under seal of Bank as required in the prescribed proforma?	
6.	Does the Bank Guarantees 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 and Validity of BG correctly mentioned in the BG?	
8.	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	Whether BG has been issued by a Bank in line with the provisions of Bidding Documents?	
11.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding Document?	

Signature of Bidder.....

Name

Designation

Seal

5. Form of Bank Guarantee towards Performance Security

(BG to be stamped in accordance Stamp Act.)

Form of Bank Guarantee towards Performance Security

Bank Guarantee No.....

Date.....

To

NTPC Ltd.

.....
.....
.....

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.....

(*) This sum shall be ~~ten percent (3%)~~ 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).

6. PROFORMA FOR EXTENSION OF BANK GUARANTEE

PROFORMA FOR EXTENSION OF BANK GUARANTEE
(On non-judicial stamp paper of appropriate value)

Ref.:

Dated :

NTPC Limited

.....
.....
.....

Dear Sirs,

Sub. : **Extension of Bank Guarantee No..... Dated**
..... for [indicate value of Bank Guarantee]
..... favouring yourselves, expiring
on..... on account of M/s
(Name of Bidder) in respect of Contract for (Insert
Package Name)..... for (Insert Project
Name)..... Project, Contract No.
..... dated (hereinafter called original
Bank Guarantee)

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 years/month from
..... to expire on

Except as provided above, all other terms and conditions of the original Bank Guarantee
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.
Dated

Dated :.....

Seal of Bank

@ The extension of the Bank Guarantee should be forwarded to the Unit/ Project/
Corporate Centre, from where the extension has been sought.

Note: BG extension shall be on non judicial 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 the state where the BG is executed, whichever is higher

7. PROFORMA BANK GUARANTEE FOR LUMPSUM ADVANCE

PROFORMA BANK GUARANTEE FOR LUMPSUM ADVANCE

To,

NTPC Limited

.....
.....
.....
.....

In consideration of the NTPC Limited, _____ having its registered office at NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi-110 033 (hereinafter called "the Employer" which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of the Award Letter No. ----- dated _____ issued by the Employer which have been unequivocally accepted by _____* _____ in connection with the work of " _____ " Specification No. CC _____ (hereinafter called "the said Contract") to make at the request of the Contractor a lumpsum advance of Rs. _____/- (Rupees _____ only) for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to the Employer. We, _____ Bank incorporated under _____ and having one of our branches at _____ (hereinafter referred to as "the said Bank") do hereby guarantee the due recovery by the Employer of this said advance with interest thereon as provided according to the terms and conditions of the Contract. If the said Contractor fails to utilize the said advance for the purpose of the Contract and/or the said advance together with Interest thereon as aforesaid is not fully recovered by the Employer, We, _____ Bank hereby unconditionally and irrevocably undertake to pay to the Employer on demand and without demur to the extent of the said sum of Rs. _____/- (Rupees _____ only), any claim made by the Employer on us for the loss or damage caused to or suffered by the Employer by reason of the Employer not being able to recover in full the said sum of Rs. _____/- (Rupees _____ only) with interest as aforesaid.

2. We, _____ Bank further agree that the Employer shall be the sole judge of and as to whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by the Employer on account of the said advance together with interest not being recovered in full and the decision of the Employer that the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and as to the amount or amounts of loss or damage caused to or suffered by the Employer shall be final and binding on us.

*Refer Note at the end of Proforma.

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the said advance with interest has been fully recovered and its claims satisfied or discharged and till Employer certifies that the said advance with interest has been fully recovered from the said Contractor, and accordingly shall have no claim under this Guarantee after 30 (thirty) days from the date of satisfactory completion of the said Contract (as per the mutually agreed Work schedule) i.e. upto and inclusive of _____(date) unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period i.e. _____ (date) in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.
4. The Employer shall have the fullest liberty without effecting any way the liability of the Bank under this Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercise able by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or the advance available to the Employer and the said Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor on of any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for the Employer to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security, which the Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s. _____, on whose behalf this Guarantee is issued.

Notwithstanding anything contained herein before our liability under this Guarantee is restricted to Rs. _____/- (Rupees _____ only) together with interest. Our undertaking shall commence from the date of execution and shall remain in force upto _____

Dated this _____ day of _____ 20 _____

In presence of

For and on behalf of (the Bank)

WITNESS

Signature _____

1. _____

Name _____

2. _____

Designation _____

Authorisation No. _____

Seal of the Bank _____

The above guarantee is accepted by the Employer.

For an On behalf of the NTPC Limited
(_____ Super Thermal Power Project)

NOTES :

***For Proprietary Concerns**

Shri _____ son of _____ resident of _____ carrying on business under the name _____ and style of _____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

*** For Partnership Concerns**

*M/s. _____ a partnership firm with its office _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the names of their partners being (i) Shri _____ S/o

_____ (ii) Shri _____ S/o
_____ etc.

Page 4 of 4

*** For Companies**

*M/s _____ a company under the Companies Act, 1956 and having its registered office _____ in the State of _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns.)

1 Bidder to fill up the check list as per the proforma enclosed for submitting the Bank Guarantees.

2 BG shall be on non judicial 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 the state where the BG is executed, whichever is higher.

**8. LIST OF BANKS FROM WHICH BANK GUARANTEES FOR ADVANCE / SECURITY
DEPOSIT AND BANK GUARANTEE TO BE FURNISHED BY ASSOCIATE CAN BE
ACCEPTED**

**THE BANKS FROM WHICH BANK GUARANTEES FOR
ADVANCE / SECURITY DEPOSIT AND BANK GUARANTEE
TO BE FURNISHED BY ASSOCIATE CAN BE ACCEPTED**

SCHEDULED COMMERCIAL BANKS

SUBMISSION OF BANK GUARANTEE

UPDATED SCHEDULED COMMERCIAL BANKLIST

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**

*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 herewith.

CHECKLIST

Sl. No.	Details of checks	YES / NO
1	Is the BG 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 and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor.)	
3	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank?	
4	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./ Signing Power no. etc., on the BG?	
5	Is each page of BG duly signed /initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars under seal of Bank as required in the prescribed proforma?	
6	Does the Bank Guarantees 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 and Validity of BG correctly mentioned in the BG?	
8	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant?	
9	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	



भारतीय स्टेट बैंक
State Bank of India

कॉर्पोरेट लेखा समूह शाखा, जवाहर व्यापार भवन,
11-12 वां तल, 1, टॉलस्टोय मार्ग, नई दिल्ली-110 001
Corporate Accounts Group Branch, Jawahar Vyapar Bhawan,
11th & 12th Floor, 1, Tolstoy Marg, New Delhi-110 001

Tel. : 23374525, 23374505, 23374541 (AMT-1), 23353022 (DGM & COO), 23701043, 23359506 (A & A), 23352995 (CS), 23352968 (IB)
Fax : 23353101 (Sectt.), 23352793 (CS), 23353029 (IB)

Shri K.P. Gupta,
General Manager (Finance),
NTPC Limited
Scope Complex, 7, Institutional Area,
Lodhi Road,
New Delhi: 110 003.

CAG-I/AMT-1/2014-15/370

04.09.2014

Dear Sir,

Format of the Bank Guarantee (BG) issued by State Bank of India

We refer to your letter dated 3rd September 2014 wherein you have requested for excluding bidders/vendors of NTPC from insertion of additional Clause restraining assignment/transferability of BG.

Looking at our relationship with NTPC, as a very special case, we have since obtained waiver from our Authorities for excluding NTPC from insertion of the referred clause for BGs issued in your favour.

We are taking steps to issue suitable instructions to our offices for exclusion of this clause for BGs issued in favour of NTPC. In case any bidder or vendor submits to you a Bank Guarantee issued by any of our Branches containing the additional clause as mentioned above, request you to please bring it to our notice and advise us so that we can take-up with the concerned Branch for excluding it.

This is for your information and necessary action please.

Yours faithfully,


(Sandeep Mishra)

Deputy General Manager &
Relationship Manager, AMT-1

**9. FORM OF BANK GUARANTEE FOR REMOVAL OF PLANT AND EQUIPMENT FROM
THE SITE**

FORM OF BANK GUARANTEE FOR REMOVAL OF PLANT AND EQUIPMENT FROM THE SITE

To,

NTPC Limited,

.....
.....
.....
.....

In consideration of the NTP.C. Ltd., (.....T.P.P.) (hereinafter called "the Employer" which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of Contract. No..... dated.....made between* and the Employer in connection with(hereinafter called "the said Contract") to permit the Contractor to remove the plant and equipment mentioned in the Schedule hereto hypothecated to the Employer as security against a loan of Rs..... with interest as provided in the Contract granted to the Contractor by the Employer from the site to any other works of the Contractor on his furnishing an acceptable Bank guarantee, we the..... Bank. (hereinafter referred to as "the said Bank") and having our registered office at..... do hereby undertake and that upon the Contractor failing to bring back to the site the said plant and equipment or any part thereof and to unconditionally pay the amount claimed by the Employer on demand and without demur to the extent of Rs (Rupees..... only)(to be specified by the Employer at the appropriate time).

We.....Bank further agree that the Employer shall be the sole judge of and as to whether the and the decision of the Employer that the said Contractor has so failed shall be final and binding on us.

We, the said bank further agree that the Guarantee herein contained shall remain in full force and effect till the Employer certifies that the said plant and equipment have been brought back to the site or the said loan of Rs. with interest has been repaid to the Employer in full, and accordingly discharges this Guarantee or till (to be specified by the Employer prior to the issue of this guarantee), whichever is later

It shall not be necessary for the Employer to proceed against the Contractor before making a demand on the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Employer may have obtained from the Contractor and in force at the time of making such demand on the Bank.

* Refer Note at the end of proforma.

We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer, in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated thisday of20.....

For and on behalf of the Bank.....
Common Seal of the Bank

Signature.....
Name.....
Designation.....
Authorisation No.

In presence of

Witness :

- 1.
- 2.

The above Guarantee is accepted by
NTPC Limited,
(..... Super Thermal Power Project)

For and on behalf of the
(NTPC Limited,)
(.....Super Thermal Power Project)

Date
(Name and Designation)

NOTE :

*** For Proprietary Concerns**

Shri.....son ofresident of
..... carrying on business under the name and style of
at..... (hereinafter called. "the said Contractor" which expression shall unless
the context requires otherwise include his heirs, executors administrators and legal
representatives).

*** For Partnership Concerns**

M/s.....a partnership firm with its office
at..... (hereinafter called "the said Contractor" which expression shall
unless the context requires otherwise include their respective heirs executors,
administrators and legal representatives); the name of partners being (i)
Shri..... S/o

(ii) Shri..... S/o
etc.

*** For Companies**

M/sa company registered under the Companies Act, 1956 and having its registered office at.....in the State of (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

1 Bidder to fill up the check list as per the proforma enclosed for submitting the Bank Guarantees.

2 BG shall be on non judicial 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 the state where the BG is executed, whichever is higher.

10. FORM OF HYPOTHECATION DEED

**FORM OF HYPOTHECATION DEED
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To,

NTPC Limited,
Unified Shared Service Centre,
Central Procurement Group-1,
Western Region-II Head Quarter, Plot No.-87, Sector-24, Atal Nagar
Nava Raipur, Raipur, Chhattisgarh, Pin Code-492101

Dear Sir,

In consideration of[*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 Letter of Award No. dated and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No. dated..... valued at for[*Name of Contract*](hereinafter called the .Contract.) and the Employer having agreed to make an interest bearing advance (said 'Advance') of Rs. _____ (Rupees _____ only) to the Contractor for plant and equipment described in the Schedule hereto specifically acquired by the Contractor for the Works and brought to Site against hypothecation of the said plant and equipment in the name of the Employer.

The Contractor hereby declares that he has paid in full the purchase price of each and every one of the Plant & Equipment described in the Schedule hereto and that the same are the absolute property of the Contractor and that the same have not been sold, pledged, mortgaged or transferred by him and the same is free from encumbrances.

The Contractor hereby hypothecates, assigns and transfers to the Employer, the plant and equipment described in the Schedule hereto in favour of the Employer as security for the due repayment of the said advance with interest thereof.

The Contractor hereby agrees that he shall repay to the Employer the said advance of Rs. _____ (Rupees _____ only) together with interest thereon as aforesaid and agrees that the said advance be recovered by the Employer by making deductions in the manner provided in Clause of the General Conditions of Contract and other conditions of the Award letter from the claims made by the Contractor against the Employer for on account payment.'

The Contractor further agrees that so long as any amount remains payable to the Employer by the Contractor in respect of the said advance of Rs. _____ only, he shall not sell, pledge, hypothecate, transfer, part with the Plant and Equipment described in the Schedule hereto.

The Contractor also agrees that if the said advance of Rs. _____ shall not be repaid by the Contractor or recovered in the manner described above by the said _____ day of _____ due to any reason whatsoever or the said Contract has been determined earlier or cancelled or if the Contractor shall sell, pledge, mortgage, transfer, part with and equipment or any part thereof or the Contractor or any of the partners is adjudged insolvent or the Contractor is to be wound up or makes any composition or arrangement with its creditors or the Contractor shall commit breach of any of the terms and conditions or covenants as herein contained or if any of the said plant and equipment or if any other property what-so-ever belonging to the Contractor has been sold or attached for a period of not less than twenty-one (21) days in execution of the decree of any court for payment of money, the whole of the said advance of Rs. _____ or such part thereof as may have remained unpaid or unrecovered together with interest thereon shall forthwith become due and payable. The Contractor also agrees that the Employer may on the happening of any of the aforesaid events or in the event of the said advance or any part thereof becoming due and payable and has not been paid or recovered or cannot be recovered as provided in the said conditions, seize and take possession of the said plant and equipment (and either remain in possession thereof without removing the same or else may remove and same) and sell the said plant and equipment or any of them either by public auction or private contract and may out of the sale proceeds retain the balance of the said advance and interest thereon remaining unpaid and unrecovered and all costs, charges and expenses and payments incurred or made in maintaining, defending or protecting the rights of the Employer hereunder and shall pay over the surplus, if any, to the Contractor.

The Contractor also agrees that he shall at all times during the continuance of the security and at the expense of the Contractor insure and keep insured the plant and equipment described in the Schedule hereto for the full value thereof in the joint names of the Contractor and the Employer with an insurance company to be approved by the Engineer-in-Charge against the risk of loss or damage from whatever cause arising other than the Excepted Risks. During the continuance of the security, the Contractor shall pay all premia and sums of money necessary for keeping such insurance on foot and the insurance policy and receipts in original for premia paid shall be deposited with the Engineer-in-Charge and the Contractor shall assign all his rights, title and interest in the policy to the Employer.

The Contractor also agrees that the he shall not permit or suffer the said plant and equipment or any part thereof to be destroyed or damaged or used or to be used or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof in the performance of the Contract.

In the event of any damage or loss happening to the said plant and equipment or any part thereof from whatever cause other than the Excepted Risks, the Contractor agrees that he shall forthwith have the same repaired or replaced as the case may be or arrange for payment of the entire amount recovered or to be recovered from the insurance company to the Employer towards the payment of the said advance of Rs. _____

Upon repayment or recovery in full of the amount secured on account of this hypothecation deed the said plant and equipment secured hereunder shall stand released from hypothecation but this is without prejudice to the right of the Employer under any other conditions of the Contract.

SCHEDULE ABOVE REFERRED TO

Sl. No.	Particulars of Plant and Equipment	Nos.	Purchase price/ price considered reasonable by Engineer-in-Charge	Total Price	Advance (75% of Col.5)
1	2	3	4	5	6

Dated this day of 20..... at

WITNESS

..... (Signature)	(Signature)
..... (Name)	(Name)
..... (Official Address)	Name of Authorised person having Power of attorney..... Designation..... Common Seal.....

NOTE :

*** For Proprietary Concerns**

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

*** For Partnership Concerns**

M/s. _____ a partnership firm having its registered office at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include and their respective heirs, executors, administrators and legal representatives) the partners of the firm being (i) Shri _____ s/o _____ (ii) and Shri _____ s/o _____ etc

*** For Companies**

M/s _____ a company under the Companies Act, 1956, and having its registered office at _____ in the State of _____ (hereinafter called "The said Contractor" which expression shall unless the context requires otherwise include its successors and assigns).

11. PROFORMA OF "CONTRACT AGREEMENT"

PROFORMA OF "CONTRACT AGREEMENT"
(to be executed on proper non-judicial stamp paper)

This Contract Agreement made thisday of (month) two thousand and (year) between NTPC Limited, a company incorporated under the Companies Act, 1956, having its registered Office at NTPC Bhawan, Core 7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003 (hereinafter referred to as "Employer" as "NTPC" which expression shall include its administrators, successors, executors and assigns) or the one part : And a company incorporated under the Companies Act 1956 having its registered office at

(OR)

M/S(Partnership Firm) registered under the Indian Partnership Act 1932 having its Head Office atand consisting ofPartners namely

(OR)

M/S a proprietary concern having its Principal Place of Business at and owned and controlled by its Sole Proprietor namely (hereinafter referred to as the "Contractor" which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS NTPC desirous of execution of the work at(Delivery/invoicing address in PO)..... District (hereinafter called the "Project") has invited bids for..... (briefly describe scope of work as per LOA/PO) as per NIT/Tender No

AND WHEREAS the Contractor had participated in the above referred bidding vide their proposal No.....(Bid no. of contractor)..... dt.....including its amendments, if any and Employer after examining the said proposal accepted their aforesaid proposal and awarded the Contract to the Contractor on terms and conditions more specifically contained in its Letter of Award No./PO no.dtand the documents referred to therein, which have been unequivocally accepted by the Contractor resulting into a concluding "Contract", hereinafter called the "Contract".

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

1.0 AWARD OF CONTRACT

1.1 The Employer has already awarded the CONTRACT to the Contractor for the work of.....(Subject of PO).....on the terms and conditions contained in its Letter of Award No(PO no.).....dated the documents referred to therein and under these present. The contract has taken effect from.....(PO date)..... i.e. the date of issue of the aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract" referred to in the succeeding Article.

2.0 CONTRACT

The Contract shall be performed strictly as per the terms and conditions stipulated herein, in the Contract Documents and in the Letter of Award (hereinafter collectively referred to as "Contract").

2.1 Contract Documents shall mean–

A. Notice Inviting Tender No.(NIT no/enquiry no.)..... dated and Bidding documents consisting of:

- i) General Conditions of Contract for **O&M/Civil Works**[^] including all amendments issued (If any).
- ii) Special Conditions of Contract.
- iii) Technical Specifications and Drawings including amendments (If any).
- iv) Schedule of Quantities

B. Contractor's Proposal including its amendments if any received and opened on..... (Bid opening date i.e. BOD).

C. Agreed Minutes of Meeting held on.....between Employer/NTPC and the Contractor.*

2.2 LETTER OF AWARD: The Letter of Award shall mean the Employers letter no.(PO no.) dated(PO date).....together with its amendments if any.

All the aforesaid Contract Documents and Letter of Award above shall form an integral part of this Contract Agreement, in so far as the same or any part thereof is not in conflict with the Documents in Para 2.1 and 2.2 above and what has been specifically agreed to by the Employer and brought out in its Letter of Award and subsequent

amendment if any. Any matter in the Contractor's Proposal referred to in sub-clause B of Para 2.1 above inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its "Proposal" but not agreed to specifically by the Employer in its Letter of Award shall not be given effect to and shall be deemed to have been withdrawn by the Contractor without any cost implication to EMPLOYER., For the sake of brevity, this Contract Agreement alongwith its aforesaid Contract Documents and the Letter of Award shall be referred to as the "Contract".

3.0 CONDITIONS & COVENANTS

3.1 The scope of work under the Contract shall include (PO subject)

3.2 The scope of work under the Contract as specified above, consideration, terms of payment, loans and advances, price variation, security deposit, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions are contained in the Contract and the Contract shall be duly performed by the Contractor strictly and faithfully in accordance with the terms of this Contract.

3.3 The scope of Works shall also include all such items which are not specifically mentioned in the Contract, but which are necessary for the satisfactory completion of the entire scope of works envisaged under this contract unless otherwise specifically excluded from the scope in the Contract.

3.4 The progress of work shall conform to the agreed work schedule.

3.5 This Contract Agreement constitutes full and complete understanding between the parties and terms of these presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the Contract Agreement. Any modifications of the Contract Agreement shall be effected only by written instruments signed by the authorized representatives of both the parties.

3.6 Time is the essence of the Contract and it shall be strictly adhered to.

****3.7** It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Employer is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Contractor expressly waives, releases and foregoes any

and all actions or claims, including cross claims, impeder claims, or counter claims against the Govt. of India arising out of this Contract and covenants not to due the Govt. of India s to any manner, claim, cause of Action or thing whatsoever arising of or under this agreement.

4.0 The total contract price for the entire scope of this contract as detailed in Letter of Award(Purchase Order-PO) is.....(Total value in PO)..... (.....(value in words)

5.0 The Terms of Payment is governed by Clause C of GCC.

6.0 NO WAIVER OF RIGHTS:

6.1 Neither the inspection by the Employer or the Engineer-in-Charge or any of the officials, employees or agents nor any order by the Employer or the Engineer-in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the Works by the Employer or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-charge shall operate as Waiver of any provisions of the contract, or of any power herein reserved to the Employer, or any right to damages herein provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.

7.0 SETTLEMENT OF DISPUTES

7.1 It is specifically agreed by and between the parties that all the differences or disputes arising out of the Contract or touching the subject matter of the Contract shall be decided by process of Settlement of Disputes as specified in Clause 7 of the General Conditions of the Contract as amended and the provisions of the Arbitration & Conciliation Act, 1996 shall apply and Delhi Courts alone shall have exclusive jurisdiction in all matters arising under this Contract. The arbitrator shall give reasoned/speaking award.

7.2 Governing Laws

The laws applicable to this contract shall be the laws in force in India.

7.3 Notice of Default

Notice of default given by either party to the other party under the Contract shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by telex or by registered mail with acknowledgement due addressed to the signatories at the addresses mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorised representatives have executed these presents (execution there-of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at #

**FOR AND ON BEHALF OF
NTPC LIMITED**

WITNESSES :

1.	:
(Signature)		(Employer`s Signature)
.....	:
(Name)		(Name)
2.	:
(Designation)		(Designation)
	:
		(Company's Stamp)

**FOR AND ON BEHALF OF
M/S.....**

1.	:
(Signature)		(Contractor`s Signature)
.....	:
(Name)		(Name)
.....	:
(Designation)		(Designation)
	:
		(Company's Stamp)

NOTE:

* Strike whichever is not applicable.

Here mention the place where contract is signed

** Applicable in cases of Global Tenders i.e .International Competitive bidding

^Select applicable GCC

12. PROFORMA OF "INDEMNITY BOND" FOR "EMPLOYER ISSUE MATERIALS"

PROFORMA OF INDEMNITY BOND" FOR "EMPLOYER ISSUE MATERIALS"

(On non-judicial paper of appropriate value and to be stamped in accordance with Stamp Act.
The stamp paper to be in the name of Executing Contracting Firm/ Company)

This bond of indemnity made this day of by [*Contractor's Name*]*, a company registered under the Companies Act, 1956/ Partnership firm/ Proprietary concern having 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) in favour of [*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)

WHEREAS [*Employer's Name*]..... has awarded to the Contractor, a Contract by issue of Employer's Letter of Award No. dated and in terms of the said Contract, the Employer has agreed to issue from time to time to the Contractor according to the requirements for incorporation in the Works under the said Contract, the 'Employer Issue Materials' viz. 'Cement' and/or 'Reinforcement Steel' and/or 'Structural steel' and/or '**' (hereinafter called 'Employer Issue Materials') necessarily required for performance of the aforesaid Contract.

AND WHEREAS one of the conditions for the issue of the 'Employer Issue Materials' is that the Contractor shall furnish an Indemnity Bond in favour of the Employer covering the full value for the total quantities of 'Employer Issue Materials' which shall remain in the safe custody of the Contractor during the execution of the Contract.

NOW THIS Indemnity Bond witnesseth as follows:

- 1.0 THAT in consideration of the various Employer Issue Materials as aforesaid issued/ to be issued free of cost by Employer to the Contractor from time to time as per requirements for the purpose of the performance of the said Contract valued at Rs., the Contractor hereby undertakes to indemnify and keep Employer indemnified, for the full Value of the said Employer Issue Materials. The Contractor hereby acknowledges the receipt of the said Employer Issue Materials as per details given in Schedule attached hereto. Further the Contractor agrees to acknowledge the receipt of the subsequent Employer Issue Materials as will be issued by Employer in the form of schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form integral part of this Bond.

- 2.0 That in terms of the said Contract, the maximum quantity of "Employer Issue Materials" at any point of time during the currency of the Contract shall not exceed the quantity as is identified herein below in column 'd' and its value for the purpose of Indemnity Bond as per clause of are as given below :

Sl. No.	Name of Items of Employer Issue Materials	Total Qty. in Contract	Max. Qty. at any point of time	Rate @ Rs.	Total amount (Rs. in Millions) for total Qty. in the Contract
a.	b.	c.	d.	e.	f. (c x e)
1.					
2.					
3.					
$\sum f = \text{Total Value of this I.B.} = \text{Total Value in Rs.} \dots\dots\dots \text{Millions}$					

- 3.0 Notwithstanding the above maximum quantity (Column 'd' above) of 'Employer Issue Materials' that remain in the custody of the Contractor at any point of time, the actual issuance of materials with the aforesaid total limit shall be governed by the actual programme of execution of work as may be agreed to between the Contractor and the Employer from time to time. The issuance of lesser quantities and/or the availability of balance unused quantity at site of 'Employer Issue Materials' shall not in any way dilute the obligation of the Contractor under this Indemnity Bond except that its value in such case will stand reduced to the value of such materials actually with the Contractor computed at the same unit rate as mentioned in para 2.0 above.
- 4.0 That the value of Indemnity Bond as brought out in para 2.0 and 3.0 above are linked with the following unit rate of these materials.
 - a)@ Rs. + 25%.
 - b)@ Rs. + 25%.
- 4.1 In the event of any upward revision of the aforesaid rate by the concerned authorities, the value of the Indemnity Bond shall be enhanced proportionately by executing fresh bond.
- 5.0 That the Contractor undertakes to keep these 'Employer Issue Materials' at the Employer's project site at a place duly notified by the Engineer-in-Charge and shall not take out these materials or allow the same to be taken out of the project site under any circumstances whatsoever.
- 6.0 That Contractor shall remain absolutely responsible for the safe custody and protection of the said 'Employer Issue Materials' against all risks whatsoever till these are duly incorporated in the Works as per terms of the contract and non utilised materials will be promptly returned to Employer in accordance with said Contract and as such the Contractor do hereby undertakes to indemnify and shall keep Employer indemnified against any loss or damage or conversion that may be caused or done to the said 'Employer Issue Materials' while in the Contractor's

possession/custody. These materials shall however, at all times, be available for inspection by the Engineer-in-Charge from time to time.

Page 3 of 4

- 7.0 Further, Employer shall have the absolute right at all times to take possession of the 'Employer Issue Materials' in whatever form the Employer Issue Materials may be, if in its opinion, the 'Employer Issue Materials' are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds itself and undertakes to comply with the directions of Employer to promptly return the 'Employer Issue Materials' without any demur or reservation, protest or contest.
- 8.0 That the Contractor shall keep the 'Employer Issue Materials' as a 'Trustee' on the Employer's behalf and the ownership of these materials shall always vest in Employer.
- 9.0 That the 'Employer Issue Materials' shall exclusively be used by the Contractor for performing the Works under the Contract and for no other work or purpose whatsoever, otherwise it will be treated as criminal breach of trust. Should however, at any time, any loss/damage occur to the 'Employer Issue Materials' in part or in full or the same or any part thereof is misused or converted or used for any other purposes other than the contractual purpose by the Contractor or the surplus unused materials and the wastage/scrap are not returned to Employer in terms of the Contract, then Employer shall be entitled to recover from the Contractor, the compensation at the specified rates under the Contract for and in respect of such misuse, loss, damage, or conversion or any other unauthorised use not intended under the Contract, without prejudice to any other remedies which may be available to Employer including deduction from any payment/dues to or any sum which at any time hereinafter may become due to the Contractor under the Contract.
- 10.0 In the event of any misuse, loss or damage as aforesaid, the assessment for such misuse, loss or damage and the assessment of the compensation thereof would be made by Employer or its authorised representatives and the said assessment shall be final and binding on the Contractor.
- 11.0 This Indemnity Bond shall be valid till six (6) calendar months after the scheduled date of completion of work under the Contract and shall be extended from time to time till the entire work under the Contract is successfully completed or earlier upon determination of contract and all the surplus/wastage/ scrap materials are fully returned and the account for 'Employer Issue Materials' is finally settled between the Contractor and Employer, whichever event is later.
- 12.0 It is clearly understood and agreed to by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall Inter-alia constitute a criminal breach of trust on the part of the Contractor and he shall be liable for all legal/penal consequences thereof.
- 13.0 Now the condition of this Bond is that the Contractor shall duly and punctually comply with all the terms and conditions of this bond to the satisfaction of Employer, then, the above bond shall be void, but otherwise, it shall remain in full force and virtue.
- 14.0 That this bond shall not be irrevocable during its validity period and the Contractor shall not revoke this bond till it is discharged by Employer in writing.

WITNESS

.....
(Signature)

.....
(Name)

.....
(Official Address)

(Signature).....

(Name of Contractor)

Name of the Authorised person
having Power of Attorney.....
Designation.....
Seal.....

Notes :

*** FOR PROPRIETARY CONCERNS**

Shri son of resident of carrying on business under the name and style of at (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

*** FOR PARTNERSHIP CONCERNS**

M/s. a partnership firm with its office at (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives), the names of their partners being (i) Sh. son of Sh.
(ii) Sh..... son of Sh.

*** FOR COMPANIES**

M/s. a Company registered under the Companies Act, 1956 and having its registered office at in the State of and its head office at..... (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns.)

** Specify as applicable.

**13. LETTER OF UNDERTAKING TO BE GIVEN BY CONTRACTOR WHILE FURNISHING
THE "INDEMNITY BOND" TO EMPLOYER FOR "EMPLOYER ISSUE MATERIALS"**

**LETTER OF UNDERTAKING TO BE GIVEN BY CONTRACTOR
WHILE FURNISHING THE "INDEMNITY BOND" TO
EMPLOYER FOR "EMPLOYER ISSUE MATERIALS"**

To :
The Engineer-in-Charge

(_____ project)

_____(State)

From :
M/s. _____
(Contractor)
(_____ Project)
Name of Contract _____

Dear Sir,

Sub : Undertaking to be Submitted alongwith INDEMNITY BOND for "EMPLOYER ISSUE MATERIALS" under Contract No. _____ dated _____ .

1.0 This is to inform you that as per Clause No. _____ of SCC forming integral part of the Contract No. _____ dated _____ relating to "Employer Issue Materials", we have to submit to you an irrevocable and unconditional INDEMNITY BOND equivalent to the total value of "Employer Issue Materials" required for incorporation in the Works of " _____ " awarded to us vide your LOA No. _____ dated _____.

2.0 The amount of the aforesaid INDEMNITY BOND is dependent upon maximum quantity of Employer Issue Materials that will remain with us at any point of time during the execution of the Contract and is based on the prevailing market value of Employer Issue Materials, as given below :

a. _____ : _____ plus 25%.

b. _____ : _____ plus 25%.

3.0 We agree that in the event of the aforesaid total quantity of "Employer Issue Materials" is to be increased during the execution of the contract for performance of the work or for the market value of the "Employer Issue Materials" increase for any reasons whatsoever, the amount of aforesaid INDEMNITY BOND shall be enhanced by

us without any demur correspondingly, in accordance with the various provisions in clause _____ of the aforesaid conditions of Contract.

4.0 We further confirm and undertake to increase the value of the aforesaid INDEMNITY BOND in accordance with para 3.0 above within 30 days of the receipt of notice from Employer for enhancement of the value of the said Indemnity Bond failing which Employer shall have the absolute right to invoke the said Indemnity Bond which will be honoured by us without any demur, contest or protest. Further we undertake to extend the validity of the INDEMNITY BOND as required from time to time by Employer till the entire material is incorporated in the Works and the unutilised material including wastage, scrap etc. are returned to the Employer and the reconciliation of the total Employer Issue Materials is completed in all respects.

5.0 This undertaking is irrevocable and shall remain in force till the execution and performance of the entire contract and/or till it is discharged by Employer.

Thanking you,

Yours faithfully,

(Signature of Authorised Signatory.....)

Name & Designation.....

Name of Contractor.....

Name of the Work

Contract No.....

Date of Award.....

Seal of the Contractor.....

Date :

Place :

14. LETTER OF CONFIRMATION BY THE PROPOSED SUB-CONTRACTOR

..... PACKAGE
FOR POWER PROJECT/STATION

NIT/Tender NO.

Bidder's Name & Address

To,

NTPC Limited,
.....
.....
.....
.....

Dear Sirs,

I / We M/s@..... have been proposed by M/s.@@..... as a sub-contractor for the portion of work relating to\$...... under Package.

We agree to work as subcontractor to M/s.@@..... for the aforesaid portion of the work relating to\$...... under Package subject to award of Contract to@@..... and on being approved by NTPC.

Date :
Place :

Signature.....
Name of Authorised person
having Power of attorney.....
Designation.....
Common Seal.....

@ Write Name of the sub-contractor as proposed by the main Bidder.

@@ Write Name of the main Bidder.

\$ Write Particulars of the portion of the work for which the Sub-Contractor has been proposed.

Note : To be filled by Sub-Contractor(s) individually.

15. PROFORMA FOR MATERIAL ACCOUNTING & RECONCILIATION

PROFORMA FOR MATERIAL ACCOUNTING & RECONCILIATION

Name of Materials

Reconciliation

- 1. Name of the Contractor :
- 2. Name of the Project :
- 3. Name of the Work :
- 4. Contract No. & Date :
- 5. Location of the Contractor's Stock/godown :
- 6. Total Estimated Requirement in the Contract :
- 7. Value of the Material Security :
- 8. Indemnity Bond furnished towards the value of Security towards other Materials :
- 9. Value of security towards Materials under this Performance :

Note : i. Full Separate a.
proforma for b.

ii. Same proforma to be used till it is filled by succeeding reconciliation.
Fresh Proforma for each reconciliation is prohibited.

Sl. No.	Date of Reconciliation	Cumulative Qty. issued till last reconciliation	Cumulative Qty. incorporated in the Works as certified by the Engr.	Qty. returned	Qty. available in stock of contractor	Unaccounted C-(D+E+F) of unaccounted matl. (Col. G) effect ed. If so; amount recovered and bill/ MB No.	Whether recovery	Outstand- (cumulative till date)	Remarks ing recoveries
---------	------------------------	---	---	---------------	---------------------------------------	---	------------------	----------------------------------	------------------------

A	B	C	D	E	F	G	H	I	J
---	---	---	---	---	---	---	---	---	---

Note: 1. Reconciliation shall be done at minimum frequency of three (3) months.

(Signature of Engineer-in-Charge)

(Signature of Contractor's
Authorised Site Representative)

Name & Designation

.....

Seal

INTEGRITY PACT

NOT APPLICABLE

ATTACHMENT-12

(Provided separately in the bidding documents. To be uploaded in Envelope in Gepnic portal.)

(To be made part of bidding documents for all procurements of NTPC having estimated value of INR 10 Crore and above)

INTEGRITY PACT
..... **PACKAGE FOR**
.....
BIDDING DOCUMENT NO.

Between
NTPC Ltd., a Govt. of India Enterprise (hereinafter referred to as "The Employer")

and

..... (hereinafter referred to as "The Bidder/Contractor")

and

..... (hereinafter referred to as "JV Partner/ Consortium
Member(s)"
(if applicable)

Preamble

The Employer invites the bids from all eligible bidders and intends to enter into Contract for.....
..... with the successful bidder(s), as per organizational systems and procedures. The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Contractor(s).

This Integrity Pact is an agreement between the Employer and the bidder/Contractor/JV Partners/Consortium members, committing the persons/officials of the Parties not to resort to any corrupt practices in any aspect/stage of contract.

In order to achieve these goals, the Employer will appoint Independent External Monitor(s) (IEM), who will monitor the processes as stipulated in the SOP for implementation of Integrity Pact issued by CVC from time to time

Section 1 Commitments of the Employer

1. The Employer Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-
 - a) No employee of the Employer, either in person or through family members including relatives, will in connection with the bidding for or the execution of a Contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
 - b) The Employer shall, during the bidding process treat all Bidders with equity and reason. The Employer will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the Contract execution.

- c) The Employer will exclude from the process all known prejudiced persons.
2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Bharatiya Nyaya Sanhita (BNS) / The Prevention of Corruption Act (P C Act) or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer.

Section 2 Commitments and Undertakings by the Bidder/Contractor

1. The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:
 - a) The Bidder/ Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Employer associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.
 - b) The Bidder/ Contractor undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder/Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
 - d) The Bidder/ Contractor, when presenting his bid, undertakes to disclose any and all payments made, or is committed to or intends to make to agents, brokers or any other intermediaries in connection with the bidding process and / or award of the contract.
 - e) The Foreign Bidder/ Contractor, when presenting his bid, undertakes to disclose the name and address of agents and representative in India. Further, Indian Bidder/ Contractor when presenting his bid, undertakes to disclose the name and address of its foreign principals or associates.
2. The Bidder/ Contractor will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts

1. If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility as Bidder into question, the Employer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process or to terminate the contract, if signed on that ground.

2. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including debarring the Bidder/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a period not exceeding two (02) years.
3. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubt is possible.
4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. Subject to full satisfaction of the Employer, the exclusion of Bidder/ Contractor could be revoked by the Employer if the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 Compensation for Damages including Forfeiture of Earnest Money Deposit/ Security Deposit/ Performance & Advance Bank Guarantees

1. If the Employer has disqualified the Bidder/ Contractor from the bidding process or has terminated the contract pursuant to Section 3, the Employer shall forfeit the Earnest Money Deposit/Bid Security, encash Contract Performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the contract.
2. In addition to 1 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default.

Section 5 Previous Transgressions

1. The Bidder swears on oath that no previous transgression impinging on anti-corruption principles / any malpractice as mentioned in Section-2 has occurred in the last three years reckoned from the date of bid submission in any other Public/Government organization. The date of such transgression would be the date on which cognizance of the said transgression was taken by competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be considered to fall within last three years.
2. If the Bidder makes incorrect statement on previous transgression as mentioned above in para 1, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground.

Section 6 Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the

implementation of the code of conduct throughout the company.

Section 7 Independent External Monitors (IEM)

1. The Employer will appoint competent and credible Independent External Monitor for this Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEMs are not subject to instructions by the representatives of the parties and perform his functions neutrally and independently. He shall report to CMD of the Employer, or a person authorized by him.
3. The roles & responsibilities of the IEM shall be as per the SOPs issued by CVC from time to time and available in its website "<https://cvc.gov.in/>."
4. As soon as the IEMs notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Employer (CMD of the Employer or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations. Beyond this, the IEMs has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Employer.
5. The IEMs will submit a written report to CMD of the Employer or a person authorized by him within 30 days from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.
6. The Bidder / Contractor accepts that they shall not approach courts while the matter / complaint / dispute has been referred to the IEM in terms of this pact and they shall await IEM's decision before approaching any Court.
7. The word " IEM" will include Singular or Plural.

Section 8 Pact Duration

This Pact comes into force from the date of signing by all the parties. It shall expire for the Contractor 12 months after the final payment under the respective Contract, and for all other unsuccessful bidders 6 months after the Contract has been awarded.

Section 9 Miscellaneous Provisions

1. This Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi.
2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
3. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

4. If the Contractor is a JV partnership / Consortium, this agreement must be signed by all the partners of JV / Consortium Partners as the case may be.

The Parties hereby sign this Integrity Pact aton this day of.....20....

Employer

Bidder/ Contractor

Joint Venture Partner(s)/
Consortium member(s)
(As Applicable)

Witness

Witness

Witness

1. _____

1. _____

1. _____

2. _____

2. _____

2. _____

PROFORMA OF CERTIFICATE OF FINAL AMENDMENT TO THE CONTRACT

(To BE ISSUED BY SSC C&M DEPARTMENT)

CERTIFICATE NO. CCP - 01

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO.:**

NAME OF CONTRACTOR:

DATED:

This is to certify that amendments have been issued to the aforesaid contract as per the details mentioned below:

	Amendment No.	Date
1.		
2.		
3.		
4.		
5.		

This is to certify further that Amendment No.----- dated is the last amendment issued.

Date
Place.....

Name... .. S
Designation ig
ature n

PROFORMA FOR DRAWING RECEIPT CERTIFICATE
(TO BE ISSUED BY EXECUTING DEPARTMENT/EIC)

CERTIFICATE NO.CCP- 02

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO.:**

**NAME OF CONTRACTOR:
Project:**

DATED:

This is to certify that we have received all the drawings which were to be submitted by the Contractor in requisite number along with the reproducibles as detailed in Annexure enclosed herewith, as per provisions stipulated in the abovementioned LOA/Contract.

Signature

Date
Place.....

Name... ..
Designation

PROFORMA FOR QA DOCUMENTS RECEIPT CERTIFICATE

(TO BE ISSUED BY FQA)

CERTIFICATE NO. CCP-03

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO.:**

NAME OF CONTRACTOR:

DATED:

Project:

This is to certify that the QA documents as per the list enclosed, in respect of the above mentioned LOA/ Contract has been received in line with the provisions of the Contract.

Signature

Date

Name.....

Place.....

Designation

PROFORMA FOR O&M MANUAL RECEIPT CERTIFICATE

(TO BE ISSUED BY EXECUTING DEPARTMENT/EIC)

CERTIFICATE NO. CCP - 04

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO.:**

NAME OF CONTRACTOR:

DATED:

Project :

This is to certify that we have received from the contractor all the necessary O&M Manuals in requisite number including the list of spare parts along with the names of vendors in respect of the above LOA/contract. The consolidated list of such manuals received is enclosed along with the distribution as marked on the list.

Signature

Date.....

Place.....

Name... ..

... ..

Designation.....

.....

PROFORM FOR SCOPE COMPLETION CERTIFICATE

(TO BE ISSUED BY EXECUTING DEPARTMENT/EIC)

CERTIFICATE NO. CCP- 05

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/CONTRACT NO.:**

**NAME OF CONTRACTOR:
Project :**

DATED:

1. This is to certify that the scope of the above Contract has been completed in line with the contract read in conjunction with the following documents:

1. Final Amendment No. (As per CCP -01)
2. Approved drawings including site run piping schemes, if any.
3. Approved Bill of Materials
4. Material Dispatch Clearance Certificate (s)
5. Measurement Book
6. As Built Drawings
7. Any other documents (specify)

It is further certified that the following have been supplied, as per the details Given in the Contract Documents and the same have been taken over by NTPC.

1. Mandatory Spares
2. Recommended Spares
3. Special Tools &Tackles

Date

Signature

Place... ..

....

PROFORMA OF SHORTFALL IN EQUIPMENT PERFORMANCE CERTIFICATE**(TO BE ISSUED BY EXECUTING DEPARTMENT/EIC)****CERTIFICATE NO. CCP - 07****NAME OF PACKAGE:****LETTER OF AWARD/ NOA/
CONTRACT NO.:****NAME OF CONTRACTOR:
PROJECT:****DATED:**

This is to certify that the following shortfall in equipment performance as compared to the guaranteed parameters have been assessed and agreed to with the contractor in respect of the above mentioned LOA/ Contract.

S.No	Guaranteed Parameter	Guaranteed value	Assessed Value	Shortfall, if any.	liquidated damages Annual
1	2	3	4	5	6

Further, it is also confirmed that liquidated damages for shortfall in equipment performance in respect of above Items, have been recovered fully from the contractor and no other dues are outstanding for shortfall in equipment performance.

Signature

Date

Place.....

Name... ..

Designation

To be counter signed by Site Accounts.

Signature

PROFORMA OF "MATERIAL RECONCILIATION" CERTIFICATE

(TO BE ISSUED BY EXECUTING DEPARTMENT/EIC AND SITE MATERIALS MANAGEMENT)

CERTIFICATE NO. CCP- 08

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO.:**

**NAME OF CONTRACTOR:
PROJECT:**

DATED:

This is to certify that the materials issued to the contractor in respect of the above mentioned LOA/Contract have been reconciled with the stipulations under the contract documents and no other recovery of material is pending with the contractor.

Date
Place.....
Date
Place.....

Signature
Name... ..
Designation

To be counter signed by materials management

Name... ..
.....
Designation... ..
.....

Signature

PROPORMA OF "PAYMENT RECONCILIATION" CERTIFICATE
(TO BE ISSUED BY SITE FINANCE)

CERTIFICATE NO. CCP – 09

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO.:**

**NAME OF CONTRACTOR::
PROJECT:**

DATED:

This is to certify that all the payments released to the contractor in respect of the above mentioned LOA/Contract have been reconciled with the provisions of the contract documents and statement of Accounts and or other Certificates of Contractor. It is observed that there are no recoveries pending under any of the items listed overleaf.

Signature

Date.....
Place.....

Name.....
Designation.....

Enclosure to CCP-09

The list of recoveries and claims as advised by site Erection Department should include all recoveries and claims on any account whatsoever, including the following:

1. Liquidated damages for delay.
2. Liquidated damages for shortfall in Performance as observed during shop-testing (by inspection deptt.)
3. Liquidated damages for shortfall in performance as observed during performance guarantee tests conducted at site and other site tests.
4. All recoveries /claims on account of variations/deviations to scope of contract permitted or otherwise taken place during execution of the contract as listed in certificate No.CCP.05 for contract closing(Certificate by site Erection for contract closing).
5. Recoveries on account of reconciliation of payments made under the contract.
6. All the claims against the contractor regarding clearance of materials from site and vacation of the premises allotted for site office, stores.
7. All claims in respect of Training/Transportation/Accommodation/Services provided by site in respect of above LOA/Contract.

Recoveries on account of settlement of insurance claims

Recoveries on account of reconciliation of materials issued to the Contractor.

10. All recoveries on account of demurrage, transportation ,insurance premiums etc. and other recoveries as informed by T&CC group on account of port clearance, transportation etc.
11. All recoveries on account of wastage and scrap.
12. All recoveries/claims (if any) on account of maintenance of equipment.
13. All recoveries/claims(if any) on account of price variation.
14. All recoveries/claims (if any) on account of statutory dues paid on behalf of the Contractor by NTPC.
15. Royalty charges.
16. All recoveries/ claims (if any) on account of hiring out of NTPC's plant and equipment.
17. All recoveries/claims (if any) on account of water and electricity charges (if applicable).
18. Any other recoveries/claim against specific instructions.

PROFORMA OF RECONCILIATION CERTIFICATE FOR PAYMENTS BY SITE

(TO BE ISSUED BY SITE ACCOUNTS/REGIONAL OFFICE ACCOUNTS IN CASE OF FOREIGN CONTRACTORS)

CERTIFICATE CCP- 09A

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO.:**

NAME OF CONTRACTOR:

DATED:

PROJECT /REGIONAL OFFICE:

This is to certify that,

- 1) All the payments against the above mentioned LOA/ Contract have been reconciled with the provisions of the Contract Documents and Statement of Accounts and/ or other certificates of the Contractor.
- 2) No recoveries are pending from the Contractor under any of the items advised by Site Erection Department as listed overleaf.

Date

Place.....

Signature

Name... ..

Designation

Enclosure to CCP- 09A

The list of recoveries and claims as advised by Site Erection Department should include all recoveries and claims on any account whatsoever including the following:

1. All the claims against the Contractor regarding clearance of material from site and vacation of premises allotted for site office, stores.
2. All claims in respect of Training/ Transportation/ Accommodation/ Services provided by Site in respect of the above mentioned LOA/ Contract.
3. Recoveries on account of settlement of insurance claims.
4. Recoveries on account of reconciliation of materials issued to the Contractor.
5. All recoveries on account of wastage and scrap.
6. All recoveries/ claims (if any) on account of statutory dues paid on behalf of the Contractor by NTPC.
7. All recoveries / Claims (if any) on account of hiring out of NTPC's plant and equipment.
8. All recoveries / claims (if any) on account of water and electricity charges (if applicable)
9. Any other recoveries/claims against specific instructions.

**PROFORMA OF RECONCILIATION CERTIFICATE FOR
PAYMENTS BY CORPORATE FINANCE**

[TO BE ISSUED BY CORPORATE FINANCE (I.F.DEPTT.) FOR LOA/CONTRACT ON FOREIGN CONTRACTOR]

CERTIFICATE CCP- 09B

NAME OF PACKAGE:

**LETTER OF AWARD/ NON
CONTRACT NO.:**

NAME OF CONTRACTOR:

DATED:

PROJECT:

This is to certify that,

- 1) All the payments against the above mentioned LOA/ Contract released to the Contractor from Corporate Finance (I.F. Deptt.) have been reconciled with the provisions of the Contract Documents and Statement of Accounts and/or other certificates of the Contractor.
- 2) No recoveries are pending from the Contractor under any of the items advised by Site Erection Department as listed overleaf.

Signature

Date

Name... ..

Place.....

Designation

Enclosure to CCP- 09B

The list of recoveries and claims as advised by Site Erection Department should include all recoveries and claims on any account whatsoever, including the following:

1. Liquidated damages for delay.
2. Liquidated damages for shortfall in performance as observed during shop-testing (by Inspection Deptt.)
3. Liquidated damages for shortfall in performance as observed during performance guarantee tests conducted at site and other site tests.
4. All recoveries/claims on account of variation / deviations to scope of contract permitted or otherwise taken place during execution of the Contract as listed in certificate No. CCP-05 for contract closing (certificate by Site Erection for Contract Closing)
5. Recoveries on account of reconciliation of payments made under the contract.
6. Reconciliation on account of settlement of insurance claims.
7. All recoveries / claims (if any) on account of price variation.
8. Royalty charges
9. Any other recoveries/ claims against specific instructions.

PROFORMA OF "CUSTOMS RECONCILIATION" CERTIFICATE
[TO BE ISSUED BY ACCOUNTS DEPTT. OF T&CC OFFICE FOR LOA/CONTRACT
ON FOREIGN CONTRACTOR]

CERTIFICATE NO-CCP09C

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO.:**

**NAME OF CONTRACTOR:
PROJECT/ REGION:**

DATED:

This is to certify that:

- 1) All the payments released by this**..... T&CC Office in respect of the above mentioned LOA/ Contract have been debited to the Project/ Region as per details (***) enclosed for reconciliation/ settlement/ recovery by them.-
- 2) All the payments released towards the payment of Customs Duty have been completely reconciled with the Customs Authorities by the Contractor. No amount is due to the Customs Authorities and no recoveries are pending from the Contractor under any of the items noticed.

(This is applicable for vendor clearance)

- 3) All documents required from the Contractor for reconciliation of the Customs Duty Payment with the Customs Authorities have since been received and those are in order. No recoveries are pending from the Contractor under any of the items noticed.

(This is applicable where the clearance is done by NTPC)

Signature

Date

Name... ..

Place.....

Designation

**

Name of T&CC Office from where payments have been released

The details will include amount, date when paid, reasons for payment and when debit was given to the concerned Project/Region together with reference thereof, if any.

Note : Strike out whichever is not applicable and initial.

**PROFORMA OF CERTIFICATE REGARDING LABOUR PAYMENTS AND
STATUTORY REQUIREMENTS TO BE FURNISHED BY CONTRACTOR.**

(TO BE ISSUED BY THE CONTRACTOR)

CERTIFICATE NO. CCP - 10

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO. :**

**NAME OF CONTRACTOR:
PROJECT:**

DATED:

This is to certify that we have made all labour payments including PF Liabilities in respect of the above mentioned LOA/ Contract and no other payments in this regard is pending from us.

Further we confirm that all Statutory requirements have been complied with by us and in case any default is reported against us, we shall be solely responsible for the same.

Date

Place.....

Signature

Name.....

Designation

PROFORMA OF "NO DEMAND CERTIFICATE" BY CONTRACTOR
(TO BE ISSUED BY THE CONTRACTOR)

CERTIFICATE NO. CCP-11

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO.:**

**NAME OF CONTRACTOR:
PROJECT:**

DATED:

We, M/s..... (Contractor) do hereby acknowledge and confirm that we have received the full and final payment due and payable to us from NTPC Ltd. in respect of our aforesaid LOA/Contract No..... dated.....including amendments, if any, issued by NTPC Ltd., to our entire satisfaction and we further confirm that we have no claim whatsoever pending with NTPC Ltd. under the said Contract.

Notwithstanding any protest recorded by us in any correspondence, document, measurement books, and/or final bills etc., we waive all our rights to lodge any claim or protest in future under this contract.

We are issuing this "NO DEMAND CERTIFICATE" in favour of NTPC Ltd. with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Date Place.....

Signature
Name... ..
Designation
(Company Common Seal)

(This certificate shall be accompanied by the Power of attorney of the signatory)

PROFORMA OF CERTIFICATE FOR COMPLETION OF WARRANTY PERIOD
(TO BE ISSUED BY EXECUTING DEPARTMENT/EIC)

CERTIFICATE NO. CCP-12

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO.:**

**NAME OF CONTRACTOR:
PROJECT:**

DATED:

This is to certify that the warranty period for the above mentioned LOA/Contract has been completed in line with the provisions of the contract.

Date Place.....

Signature

Name... ..

Designation

PROFORMA OF "CERTIFICATE FOR RETURN OF BGs/ INDEMNITY BONDS ETC."

(TO BE ISSUED BY SITE FINANCE)

CERTIFICATE NO. CCP-13

NAME OF PACKAGE:

**LETTER OF AWARD/NOA/
CONTRACT NO.:**

**NAME OF CONTRACTOR:
PROJECT:**

DATED:

This is to certify that all the *Bank Guarantee/ Indemnity bonds/ Insurance policies/ Collaborator's or Associate's Guarantee received for the above mentioned LOA/ Contract have been returned in original to the contractor.

Signature

Date
Place.....

Name... ..
Designation

****Delete whichever is not applicable.***

Annexure-II

Form of Bank Guarantee towards Bid Security
(To be stamped in accordance with Stamp Act of India)

Bank Guarantee No.
.....
Date.....
.....

To :

NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No.....(\$)
.....
, M/s
.....(***)..... having its Registered/Head
Office at
.....hereafter called the 'Bidder') wish to participate in the
said bid for [Name of package]..... (\$).....

As an irrevocable bank guarantee against Bid Security for an
amount of.....(*).....valid for
(\$).....days
from.....(**).....required to be
submitted by the Bidder as a condition precedent for participation in the said bid
which amount is liable to be forfeited on the happening of any contingencies
mentioned in the Bidding Documents.

We, the[Name &
address of the Bank].....having
our Head Office
at.....(#).....guarantee and
undertake to pay immediately on demand by.....
(\$).....[Name of the Employer] (hereinafter
called the 'Employer').....the amount of
.....(*)..... without any reservation, protest, demand and
recourse. Any such demand made by the 'Employer' shall be conclusive and
binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto(@)
.....
If any further extension of this guarantee is required, the same shall be extended

to such required period (not exceeding one year) on receiving instructions from M/s.....(***).....[Bidder's Name]..... on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

.....
(Official e-mail Id)

Authorised Vide
Power of Attorney No.....
Date.....

1. NOTE :

(\$) Bid Document No., Name of package, validity (no. of days), Name of the Employer.-Please refer tender documents

(*) Bid security amount for tenders on DCB basis (For tenders on ICB basis, the amount shall be as specified in the bidding documents).

(**)This shall be the date of opening of bids.

(#) Complete mailing address of the Head Office of the Bank to be given.

(@) This date shall be forty five (45) days beyond the validity of bid.

(***) Write the name and addresses of all the Joint Venture partners, in case the bid is submitted by a Joint Venture in terms of Qualifying Requirements.

2. The Bank Guarantee (BG) shall be from a Bank as per provisions of the bidding documents.

3. The BG shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). 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, Bidders are required to ensure compliance to the points mentioned in Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this Check List

and enclose the same along 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 Bid Security

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

Insurance Surety Bond No.

Date.....

To

NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No.(\$)....., M/s.....[Bidder's Name]..... having its Registered/Head Office at (hereinafter called the 'Bidder') wish to participate in the said bid for [Name of Package] (\$).....

As an irrevocable Insurance Surety Bond against Bid Security for an amount of (*)..... valid for..... (\$)..... days from

.....(**)..... required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the [Name & address of the Insurer] having our Head Office at (#) guarantee and undertake to pay immediately on demand by...(\$)..... [Name of the Employer] (hereinafter called the 'Employer') the amount of(*).....without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto(@)..... If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s [Bidder's Name]..... on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

.....
(Official e-mail Id)

Authorised Vide
Power of Attorney No.....

Date.....

NOTE :

1.

(\$ Bid Document No., Name of package, validity (no. of days), Name of the Employer.-Please refer tender documents

(*) Bid security amount for tenders on DCB basis (For tenders on ICB basis, the amount shall be as specified in the Bid Data Sheets)

(**) This shall be the date of opening of Techno-Commercial bids.

(#) Complete mailing address of the Head Office of the Insurer to be given.

(@) This date shall be forty five (45) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Employer shall be the Creditor, the Bidder 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.
4. The Insurance Surety Bond shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Insurer issuing the guarantee.
5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

Annexure-IIB

**FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC
(IN LIEU OF BG TOWARDS BID SECURITY)**

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

No.
NTPC,

Date

_____,

Reg: M/s _____(insert name of the Bidder) – Issuance of Payment on Order Instrument for an amount of Rs. _____

Dear Sir,

1. It is to be noted that M/s. _____(insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____ (insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____(in words) has been issued. This Payment on Order Instrument comes into force immediately.
3. In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS No. _____ dated _____ issued by NTPC Limited (hereinafter referred to as NTPC) inter alia for "[insert name of the RfS]" of the cumulative capacity of MW [*Insert cumulative Project capacity proposed*] for supply of power there from on long term basis, , the _____ [Insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to NTPC at [Insert Name of the Place from the address of NTPC] forthwith without demur on demand in writing from NTPC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ [Insert amount not less than that derived on the basis of EMD/Bid Security amount (as specified in RfS) per MW of cumulative capacity proposed], only, on behalf of M/s _____ [Insert name of the Bidder].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment of the sum of Rs. _____ lakhs (in words.....) to NTPC on the following terms:-
 - (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur

and without protest within a period of _____ days of receipt of request from NTPC within the validity period of this letter as specified herein;

- (b) The commitment of IREDA/REC/PFC, under this Payment on Order Instrument will have the same effect as that of the commitment under a Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents and notwithstanding any dispute that may be raised by or against NTPC;
 - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under the POI shall be binding on its successors and assigns;
 - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made/given or agreed with or without knowledge or consent of the parties (NTPC and Bidding Party), subject to however to the maximum extent of amount stated herein and IREDA/REC/PFC shall not be liable for any interest , costs etc.;
 - (e) This Payment on Order Instrument can be invoked either partially or fully, till the date of its validity;
 - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by NTPC made in any format within the validity period for honouring the payment guaranteed under the POI. IREDA/REC/PFC shall not require NTPC to justify the invocation of the POI against the SPV/ Hybrid/Solar/Wind/RE* Power Generator, to make any claim against or any demand against the Hybrid/Solar/Wind/RE* Power Generator or to give any notice to the Hybrid/Solar/Wind/RE* Power Generator;
 - (g) The POI shall be the primary obligation of IREDA/REC/PFC and NTPC shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/ Hybrid/Solar/Wind/RE* Power Generator;
 - (h) Neither NTPC is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against NTPC in respect of the payment made under this POI;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to _____ and shall be extended from time to time for such period, as may be desired by M/s[insert name of the bidder]..... on whose behalf this POI has been issued and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs. and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case shall exceed more than the above amount stipulated.

Thanking you,

Yours faithfully

For and on behalf of
M/s. _____
(Name of the POI issuing agency).

NOTE :

1. (@) This date shall be forty five (45) days beyond the validity of bid.
2. The POI should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/POI issuing Agency.
3. While getting the POI issued, Bidders are required to ensure compliance to the points mentioned in POI Verification Check List in the bidding documents. Bidders are required to fill up this Check List and enclose the same along with the POI.

Annexure-III

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

Bank Guarantee No.....
Date.....

To,
NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003

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)

.....
(Official e-mail Id)

Authorised Vide Power of
Attorney No.....

Date.....

Notes :1. (*) This sum shall be percent (...%)# of the Contract Price.

Please refer tender documents for details

(@) 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 shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). 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, Contractor 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).

6. BG against performance security will be mandatorily submitted in the form of e-BG, and no physical BG will be accepted.



Annexure-III A

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

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

(In case of Contract awarded to Joint Venture)

Bank Guarantee No.

Date.....

To,
NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003

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 a Joint Venture consisting of M/s..... *[1st Partner's Name]*..... with its Registered /Head Office at and M/s..... *[2nd Partner'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 upto(@)..... *[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 Joint Venture consisting of M/s..... [1st Partner's Name]..... and M/s..... [2nd Partner's Name]..... with its Registered /Head Office aton whose behalf this guarantee has been given.

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

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

.....
(Official e-mail Id)

Authorised Vide Power of
Attorney No.....

Date.....

Notes :1. (*) This sum shall be percent (...%)# of the Contract Price.

Please refer tender documents for details

(@) 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 shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). 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, Contractor 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).

6. BG against performance security will be mandatorily submitted in the form of e-BG, and no physical BG will be accepted. _____

Annexure-IIIB

**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,
NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003

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.....

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

.....
(Official e-mail Id)

Authorised Vide Power of
Attorney No.....

Date.....

Notes : 1. (*) This sum shall be percent (...%)# of the Contract Price.

Please refer tender documents for details

(@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
3. 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.
4. The Insurance Surety Bond shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Insurer issuing the guarantee.

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.



Annexure-III C

**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)

(In case of Contract awarded to Joint Venture)

Insurance Surety Bond No.

Date.....

To,
NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003

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 a Joint Venture consisting of M/s..... [1st Partner's Name]..... with its Registered /Head Office at and M/s..... [2nd Partner'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 upto(@)..... [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 time for 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 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 Insurer.

The Insurer also agrees 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 Joint Venture consisting of M/s..... [1st Partner's Name]..... and M/s..... [2nd Partner's Name]..... with its Registered /Head Office aton whose behalf this Insurance Surety Bond has been given.

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

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

.....
(Official e-mail Id)

Authorised Vide Power of
Attorney No.....

Date.....

Notes : 1. (*) This sum shall be percent (...%)# of the Contract Price.

Please refer tender documents for details

(@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
3. 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.

4. The Insurance Surety Bond shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Insurer issuing the guarantee.
 5. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form-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.
-

**PROFORMA FOR BANK GUARANTEE
TO BE FURNISHED BY THE EXECUTANT OF DEED OF
JOINT UNDERTAKING OTHER THAN CONTRACTOR**

(To be suitably incorporated by concerned package coordinator)

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

Bank Guarantee No.....

Date

To,
NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003
Dear Sir,

In consideration of[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 with its Registered Head Office at..... (herein-after referred to as.....or "Contractor") a Contract for Package for its (Name of Project) vide Contract No. dated and the same having been unequivocally accepted by the Contractor resulting in a "Contract", which award is on the strength of Deed of Joint Undertaking dated (hereinafter referred to as "Undertaking") given by M/s..... (Contractor) and by M/s..... (Associate / Collaborator)..... having its registered office at (hereinafter called Associate / Collaborator), and the Contractor having further executed with M/s..... (Associate / Collaborator) a Sub-Contract dated and the same having been unequivocally accepted by the Associate / Collaborator resulting in a Sub-Contract Agreement valued at for (hereinafter called "Sub-Contract Agreement") and Associate / Collaborator having agreed to provide a Bank Guarantee amounting to to the Employer on the terms and conditions specified in the "Undertaking".

We..... 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 to the Employer on demand any and all monies to the extent of(Specify currency and amount in words and figures) only as aforesaid at any time upto.....@.....without any demur, reservation, context, recourse or protest and/or without any references to Associate / Collaborator or "Contractor".

Any such demand made by the Employer on the Bank shall be conclusive and binding, notwithstanding any difference between the Employer and Contractor and/or between the Employer and Associate / Collaborator 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 or the Sub-Contract Agreement by the Associate / Collaborator.

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 Associate /

Collaborator 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 or Undertaking 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 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 from its obligations.

The Bank also agrees that the Employer at is option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Contractor or Associate / Collaborator and notwithstanding any security or other guarantee that the Employer may have in relation to Contractor's or Associate / Collaborator 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 (Associate / Collaborator) on whose behalf this guarantee has been given.

Date this.....day of.....20.....at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Authorised Vide Power of
Attorney No.....

.....
(Official e-mail Id)

Date.....

Notes :

- 1.@ The date shall be as specified in the corresponding format for the Deed of Joint Undertaking enclosed in the Section 'Forms and Procedures'.
2. The Bank Guarantee shall be from a Bank as per provisions of Section-V (SCC) of the bidding documents.
3. The BG shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). 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, Bidders are required to ensure compliance to the points mentioned in Form 16-Form of Bank Guarantee Verification Check List enclosed in Section-VII of bidding document. Further, Bidders are required to fill up this Form 16 and enclose the same with the Bank Guarantee.
5. The Bank Guarantee (BG) shall be accompanied with the BG forwarding letter in the format attached as (Form no. 23) in the bidding documents.

6. In case, Bank Guarantee is getting issued from State Bank of India, Contractor 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-V of Bidding Documents).
7. BG against performance security will be mandatorily submitted in the form of e-BG, and no physical BG will be accepted.

Annexure-III E

**PROFORMA FOR INSURANCE SURETY BOND
TO BE FURNISHED BY THE EXECUTANT OF DEED
JOINT UNDERTAKING OTHER THAN CONTRACTOR**

(To be suitably incorporated by concerned package coordinator)

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

Insurance Surety Bond No.

Date.....

To,
NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003

Dear Sirs,

In consideration of[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 with its Registered Head Office at..... (herein-after referred to as.....or "Contractor") a Contract for Package for its (Name of Project) vide Contract No. dated and the same having been unequivocally accepted by the Contractor resulting in a "Contract", which award is on the strength of Deed of Joint Undertaking dated (hereinafter referred to as "Undertaking") given by M/s..... (Contractor) and by M/s..... (Associate / Collaborator)..... having its registered office at (hereinafter called Associate / Collaborator), and the Contractor having further executed with M/s..... (Associate / Collaborator) a Sub-Contract dated and the same having been unequivocally accepted by the Associate / Collaborator resulting in a Sub-Contract Agreement valued at for (hereinafter called "Sub-Contract Agreement") and Associate / Collaborator having agreed to provide an Insurance Surety Bond amounting to to the Employer on the terms and conditions specified in the "Undertaking".

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 upto(@)..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any references to Associate / Collaborator or "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 time for performance of the Contract or the Sub-Contract Agreement by the Associate / Collaborator 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 Associate / Collaborator 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 or Undertaking 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 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 Insurer from its obligations.

The Insurer also agrees that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as Surety, in the first instance without proceeding against Contractor or Associate / Collaborator and notwithstanding any security or other guarantee that the Employer may have in relation to Contractor's or Associate / Collaborator 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 (Associate / Collaborator) on whose behalf this Insurance Surety Bond has been given.

Date this.....day of.....20.....at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

Authorised Vide Power of
Attorney No.....

.....
(Official e-mail Id)

Date.....

Notes : 1. (@)The date shall be as specified in the corresponding format for the Deed of Joint Undertaking enclosed in the Section 'Forms and Procedures'.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
 3. The Employer shall be the Creditor, the Associate / Collaborator 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.
 4. The Insurance Surety Bond shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Insurer issuing the guarantee.
 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 .
-

Annexure-IIIF

**FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC
(IN LIEU OF Performance BG)**

(To be suitably incorporated by concerned package coordinator)

No.

Date

To

NTPC Limited

NTPC Bhawan,

SCOPE Complex, Institutional Area, Lodhi Road,

New Delhi - 110003

Reg: M/s _____(insert name of the PPA signing entity) (LOA No. _____(insert LOA issued by NTPC) – Issuance of Payment on Order Instrument for an amount of Rs. _____

Dear Sir,

1. It is to be noted that M/s. _____(insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____ (Insert name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words)) has been issued. This Payment on Order Instrument comes into force immediately.
3. In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Hybrid/Solar/Wind/RE Power Generator') submitting the response to RfS inter alia for selection of Contracted Capacity of MW, at[Insert name of the place] under RfS for _____(insert name of the RfS), for supply of power there from on long term basis, in response to the RfS dated..... issued by NTPC Limited (hereinafter referred to as NTPC) and NTPC considering such response to the RfS of[insert the name of the selected Hybrid/Solar/Wind/RE* Power Generator] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Hybrid/Solar/Wind/RE Power Generator and issuing Letter of Award No ----- to (Insert Name of selected Hybrid/Solar/Wind/RE* Power Generator) as per terms of RfS and the same having been accepted by the selected Hybrid/Solar/Wind/RE* Power Generator resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Hybrid/Solar/Wind/RE* Power Generator or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the _____ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to NTPC at [Insert Name of the Place from the address of the NTPC] forthwith on demand in writing from NTPC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Hybrid/Solar/Wind/RE* Power Generator / Project Company].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to NTPC on the following conditions:-
 - (i) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from NTPC within the validity period of this POI as specified herein;

- (ii) The commitment of IREDA/REC/PFC, under this Payment on Order Instrument will have the same effect as that of the commitment under a Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honoured irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by or against NTPC;
 - (iii) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under the POI shall be binding on its successors and assigns;
 - (iv) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made/ given or agreed with or without knowledge or consent of the parties (NTPC and Bidding Party), subject to however to the maximum extent of amount stated herein and IREDA/REC/PFC shall not be liable for any interest ,costs etc.;
 - (v) This Payment on Order Instrument can be invoked either partially or fully, till the date of its validity;
 - (vi) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by NTPC made in any format within the validity period for honouring the payment guaranteed under the POI. IREDA/REC/PFC shall not require NTPC to justify the invocation of the POI against the SPV/ Hybrid/Solar/Wind/RE* Power Generator, to make any claim against or any demand against the SPV/ Hybrid/Solar/Wind/RE* Power Generator or to give any notice to the SPV/ Hybrid/Solar/Wind/RE* Power Generator;
 - (vii) The POI shall be the primary obligation of IREDA/REC/PFC and NTPC shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/ Hybrid/Solar/Wind/RE* Power Generator;
 - (viii) Neither NTPC is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against NTPC in respect of the payment made under this POI;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto _____ and shall be extended from time to time for such period, as may be desired by M/s[insert name of selected Hybrid/Solar/Wind/RE* Power Generator / SPV]..... on whose behalf this POI has been issued and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case shall exceed more than the above amount stipulated.

Thanking you,

Yours faithfully
For and on behalf of
M/s. _____
(name of the POI issuing agency).

*Strike off whichever is not applicable.

- NOTE :**
1. (@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.
 2. The POI should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/POI issuing Agency.
 3. While getting the POI issued, the Contractor is required to ensure compliance to the points mentioned in Form of POI Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the POI.

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/Insurer
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/Insurer Stamp)

.....
(Official e-mail Id)

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. Minimum extension of any BG/ Insurance Surety Bond (other than that for Bid Security) should be three months along with 90 days of claim period from the revised date of expiry.
 3. The extension of BG/Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Bank/Insurer issuing the guarantee.
 4. **For POI/LOU, the words “Bank Guarantee/Insurance Surety Bond” and “Bank/Insurance company” shall be replaced by “POI/LOU” and “IREDA/PFC/REC” respectively. Further, Power of Attorney / Signing Power No. is not applicable for POI/LOU.**

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?	

11	In case of BG/INSURANCE SURETY BOND other than that for bid security, is the BG/INSURANCE SURETY BOND enforceable till minimum ninety (90) days of claim period after expiry of its validity?	
----	---	--

S.No.	Details of Checks	Yes/No
d)	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?	
e)	Is each page of BG/Insurance Surety Bond duly signed/initiated by executant and whether stamp of Bank/Insurer is affixed thereon? Whether the last page is signed with full particulars under seal of Bank/Insurer as required in the prescribed proforma?	
f)	Does the Bank Guarantee/Insurance Surety Bond compare verbatim with the Proforma prescribed in the Bid Documents?	
g)	In case of any changes in contents of text, whether changes are of minor / clerical nature (which in no way limits the right of NTPC in any manner)?	
h)	In case of deviations in text of BG, which materially affect the right of NTPC, whether the changes have been agreed based on the opinion by Legal Department or BG is considered acceptable on the basis of opinion of Law Department already available on the similar issue.	
i)	Are the factual details such as Bid Document No., NOA / LOA / Contract No., Contract Price, Percentage of Advance, Amount of BG/Insurance Surety Bond and Validity of BG/Insurance Surety Bond correctly mentioned in the BG/ Insurance Surety Bond?	
j)	Whether overwriting / cutting if any on the BG/ Insurance Surety Bond have been properly authenticated under signature & seal of executant?	
k)	Whether the BG/Insurance Surety Bond has been issued by a Bank/Insurer in line with the provisions of Bid/Contract Documents?	
l)	In case BG has been issued by a Bank other than those specified in Bid/Contract Document, is the BG confirmed by a Bank in India acceptable as per Bid/Contract Documents?	

Certified that the Bank Guarantee submitted has been verified and accepted in line with the prescribed procedure.

NOTE:

- (i) The Executive from Concerned Execution Department shall verify the BG/ Scanned copy of BG in the system in line with the prescribed procedure and the same shall

be digitally approved in the system. The BG shall not be approved at a level lower than the DGM.

- (ii) Dealing Executive of UT at the level of E5/E6 shall certify that BG has been verified from the issuing bank.

Note: For POI/LOU, the words “Bank Guarantee/Insurance Surety Bond” and “Bank/Insurance company” shall be replaced by “POI/LOU” and “IREDA/PFC/REC” respectively. Further, Power of Attorney / Signing Power No. is not applicable for POI/LOU.

PROFORMA FOR VERIFICATION OF BANK GUARANTEE/INSURANCE SURETY BOND

No.

Dated :

The Branch Manager

.....
.....

Subject: Bank Guarantee/Insurance Surety Bond No.....dated.....for(amount

in figures and words).... Dear Sir,

We have received a Bank Guarantee/Insurance Surety Bond under your signature bearing no.....dated.....for(amount in figures and words).....on behalf of..... as Bid Security/Advance Payment Guarantee/Contract Performance Guarantee/ other (to be specified)** submitted by(mention name and address of the contractor/supplier) in respect of the Contract No.....dated.....The captioned guarantee is valid upto

.....

You are requested to kindly return the second copy of the letter by registered post certifying under your Bank's/Insurance company's seal that the above mentioned Bank Guarantee/Insurance Surety Bond has been properly executed and issued by you or by an authorized officer of the Bank/Insurer.

Yours faithfully,
For NTPC Ltd.

()

Name

Designation

(**Delete whatever is not applicable)

CERTIFICATE

Certified that the aforesaid Bank Guarantee/Insurance Surety Bond has been properly executed by and issued byas an authorized officer of the Bank/Insurance company with the particulars mentioned above, which are verified to be correct.

1. Signature
2. Name
3. Designation with Bank's/
Insurance company's
seal.....
4. Power of Attorney
Signing Power No.....

Regd Mail to
Shri
NTPC LTD

Note: For POI/LOU, the words “Bank Guarantee/Insurance Surety Bond” and “Bank/Insurance company” shall be replaced by “POI/LOU” and “IREDA/PFC/REC” respectively. Further, Power of Attorney / Signing Power No. is not applicable for POI/LOU.

ANNEXURE-VIII

**PROFORMA FOR LODGING CONDITIONAL CLAIMS UNDER THE BANK
GUARANTEE/ INSURANCE SURETY BOND
(To be issued within 30 days prior to expiry of Bank Guarantee/Insurance
Surety Bond)**

No.

Dated:

The Branch Manager

.....
.....

Subject: Conditional Claim under Bank Guarantee/Insurance Surety Bond
No.....dated for(amount in figures and words).....valid
upto.....

Dear Sir,

Please refer to Bank Guarantee/Insurance Surety Bond No.....dated.....for
....(amount in figures and words).....valid upto.....issued by you on behalf of
.....(mentioned name and address of the contractor/supplier) in our favour towards the
Contract No.....dated.....being Bid Security/Advance Payment Guarantee/Contract
Performance Guarantee/ other (to be specified) ***

The captioned Bank Guarantee/Insurance Surety Bond is valid up to.....We do
hereby lodge our claim/demand in terms of Bank Guarantee/Insurance Surety Bond and
call upon you to pay the sum of(amount in figures and words) being the amount
covered under the above Bank Guarantee/Insurance Surety Bond forthwith, to us
immediately by Electronic Fund Transfer (NEFT/RTGS) in favour of NTPC Limited as per
bank details mentioned below:

Beneficiary: NTPC Limited
Name of the Bank: State Bank of India
Account Number: 10813608669
IFSC Code: SBIN0017313
Branch Address: 5th Floor, Redfort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole
Market, New Deli-110001

In the event this Bank Guarantee/Insurance Surety Bond is extended and such letter of
extension duly executed on stamp paper of requisite value is received by us, this claim
may be treated as withdrawn.

This is without prejudice to our rights under the guarantee and under the law.

Thanking you,

Yours faithfully,
For and on behalf of NTPC
Ltd.

(AUTHORISED SIGNATORY)

***Please strike whichever is not applicable

Note: For POI/LOU(Payment on Order instrument (POI) / Letter of Undertaking (LOU)), the words “Bank Guarantee/Insurance Surety Bond” and “Bank/Insurance company” shall be replaced by “POI/LOU” and “IREDA/PFC/REC” respectively.

ANNEXURE-IX

Ref.No.

Date:

**PROFORMA FOR INVOCATION OF BANK
GUARANTEE/INSURANCE SURETY BOND
(To be issued before 7 days of expiry of BG/Insurance Surety
Bond to "The Branch Manager" of Bank/Insurance company
issuing BG/Surety Bond)**

The Branch Manager

.....
.....

Subject : Invocation of Bank Guarantee/Insurance Surety Bond
No.....dated..... for(amount in figures and words).....valid
upto.....

Dear Sir,

Please refer to Bank Guarantee/Insurance Surety Bond No.....dated
.....for(amount in figures and words)..... as extended by letter of extension
dated..... issued by you in our favour on behalf of(mention name and
address of the contractor/ supplier)..... towards Contract
No.....dated.....awarded by NTPC to the Contractor as a Bid Security/
Advance Payment Guarantee/ Contract Performance Guarantee/ other (to be specified)
(#)

In terms of the aforesaid Guarantee, we invoke the said Guarantee and hereby make a
demand on you to remit a sum of(amount in figures and words).....
together with interest* to us immediately by Electronic Fund Transfer (NEFT/RTGS) in
favour of NTPC Limited as per bank details mentioned below:

Beneficiary: NTPC Limited

Name of the Bank: State Bank of India

Account Number: 10813608669

IFSC Code: SBIN0017313

Branch Address: 5th Floor, Redfort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole
Market, New Deli-110001

This supersedes our conditional claim letter No.....dated.....

Original Bank Guarantee/Insurance Surety Bond shall be handed over to you **upon
successful remittance of funds to NTPC's above mentioned bank account.**

Thanking you,

Yours faithfully,
For and on behalf of
NTPC Limited

(Authorised Signatory)

*Delete the portion if not relevant to the particular case
#Strike whichever is not applicable

Note: (1) A copy of the above letter is also required to be sent to Bank's/Insurance company's Head Office

(2) In case of hand delivery acknowledgement of Bank/Insurance company is to be obtained on the duplicate copy.

Note: For POI/LOU (Payment on Order instrument (POI) / Letter of Undertaking (LOU)), the words "Bank Guarantee/Insurance Surety Bond" and "Bank/Insurance company" shall be replaced by "POI/LOU" and "IREDA/PFC/REC" respectively.

Add following new Attachment in ITB clause 11.3

Attachment-3L (i)

1. Format for declaration by the Domestic Bidder

“Self-Declaration by the Bidder”

I/ We, M/s _____ (Name of Bidder) hereby certify that no proceedings for insolvency or liquidation under the Insolvency and Bankruptcy Code, 2016, or any other bankruptcy proceedings under any other applicable laws (in cases where IBC, 2016 is not applicable) have been admitted or is pending against us and/or our Parent/Holding/Subsidiary Company, Associate or Collaborator or Technology Provider _____ (Name of Parent/ Holding/ Subsidiary Company, Associate or Collaborator/ Technology provider company) from whom we have taken or intend to take technical and/ or financial support for qualification of bid.

It is understood that if any part of this declaration is found to be false, the Employer shall have the right to unconditionally, immediately and outrightly reject my/our bid and forfeit the Bid Security/ EMD.

Further, in case the bid has already culminated into a Contract, the Employer shall be entitled to terminate the Contract, without prejudice to any other rights or remedies available to the Employer.

(Seal & Signature of Bidder)

- Note: 1. This 'Declaration' should be on the letterhead of Bidder
2. The declaration shall be submitted separately as per 3L(ii) by the Parent/Holding/ Subsidiary Company, Associate, Collaborator and Technology provider from whom the Bidder has taken or intends to take technical and/or financial support for qualification of bid.

DECLARATION OF ABSENCE OF CONFLICT OF INTEREST WITH INDEPENDENT ENGINEER

To :

[Employer's Name and Address]

Dear Sirs,

- 1.0** We, M/s (Name of the Contractor) have been awarded the contract for (Name of the package) vide Notification (s) of Award No..... dated.....
- 2.0** As per the provisions of the contract, we hereby propose the following Experts from the 'Panel of Experts as Independent Engineer' enclosed in the Special Conditions of Contract, as amended from time to time by Ministry of Power, for appointment of one of them as 'Independent Engineer' for the Contract:
- 1.....
 2.....
 3.....

- 3.0** We confirm that we do not have any conflict of interest with the aforesaid experts and they have not been engaged for providing any services to us in the last three years.
- 4.0** We confirm that in case of any form of conflict of interest (possible or actual) which may inadvertently emerge during the tenure of Independent Engineer, the same will be duly reported to you.
- 5.0** We understand that the mechanism of Resolution of Dispute through Independent Engineer may be put in abeyance, if any conflict of interest with us is found out which have been intentionally concealed, and the matter may be referred to Ministry of Power. Further, action may be taken against us in respect of Fraud Prevention Policy of NTPC.

Date : Signature

Place : Printed Name

(Designation)

(Common Seal)

DECLARATION OF ABSENCE OF CONFLICT OF INTEREST WITH CONCILIATION COMMITTEES OF INDEPENDENT EXPERTS (CCIE)

To :

[Employer's Name and Address]

Dear Sirs,

- 1.0** We, M/s (Name of the Contractor) have been awarded the contract for (Name of the package) vide Notification (s) of Award No..... dated.....
- 2.0** As per the provisions of the contract, we hereby propose the following CCIEs, in priority order, as per the list enclosed in the Special Conditions of Contract, as amended from time to time by Ministry of Power, for finalization of CCIE by CEA:
 - 1.....
 - 2.....
 - 3.....
- 3.0** We confirm that we do not have any conflict of interest with the aforesaid experts and they have not been engaged for providing any services to us in the last five years.
- 4.0** We confirm that in case of any form of conflict of interest (possible or actual) which may inadvertently emerge during the conciliation proceedings by CCIE, the same will be duly reported to you.
- 5.0** We understand that NTPC may withdraw from the conciliation proceedings, if any conflict of interest with us is found out which have been intentionally concealed, and the matter may be referred to Ministry of Power. Further, action may be taken against us in respect of Fraud Prevention Policy of NTPC.

Date : Signature

Place : Printed Name

(Designation)

(Common Seal)

UNDERTAKING REGARDING ABSENCE OF CONFLICT OF INTEREST WITH EMPLOYER/CONTRACTOR

To : [Employer's Name and Address]*

Dear Sirs,

- 1.0 I,*(Name of the selected CCIE member), understand that conflict of interest refers to situations in which financial or other personal considerations may compromise my recommendations in relating to resolution of disputes between NTPC Limited and M/s*(Name of the Contractor).
2.0 I confirm that I do not have any conflict of interest with NTPC Limited and M/s*(Name of the Contractor) and I have not been engaged for providing any services to them in the last five years.
3.0 I confirm that in case of any form of conflict of interest (possible or actual) which may inadvertently emerge during my tenure as CCIE member, the same will be duly reported to NTPC/CEA/Ministry of Power.
4.0 I understand that NTPC may withdraw from the conciliation proceedings, if any conflict of interest with me is found out which have been intentionally concealed, and the matter may be referred to Ministry of Power.

Date : Signature
Place : Name

*to be filled by DRC.