

## TABLE OF FORMS AND PROCEDURES

Sl. No.	Description
1.	Bid Forms Attachment 1: Bid Security Attachment 2: Authority to Sign the Bid * Attachment 3: Bidders Qualification Documents Attachment 4: Sub-contractor proposed by Bidder Attachment 5: Equipment/Machinery Deployment Schedule Attachment 6: General Declaration Attachment 7: Electronic Fund Transfer (EFT) Form Attachment 8: Details alongwith Copy of PF and ESI registration, PAN and GST number Attachment 9: Declaration Regarding GST Attachment 10 : Technical details & data sheets, drawings, compliance to scope of work etc. Attachment 11: Declaration of local content
2.	Proforma for Bank Guarantee for Earnest Money Deposit
3.	List of banks from which bank guarantees for Bid Security / EMD can be accepted
4.	Bank Guarantee verification checklist for Bid Security
5.	Form of Bank Guarantee for Contract Performance Guarantee
6.	Proforma for extension of Bank Guarantee
7.	Proforma Bank Guarantee for Lumpsum Advance
8.	List of banks from which bank guarantees for Advance/Security Deposit and Bank Guarantee to be furnished by Associate can be accepted
9.	Form of Bank Guarantee for removal of plant and equipment from the Site
10.	Form of Hypothecation Deed
11.	Proforma of "Contract Agreement"
12.	Proforma of "Indemnity Bond" for "Employer Issue Materials"

13. Letter of Undertaking to be given by Contractor while furnishing the “Indemnity Bond” to Employer for “Employer Issue Materials”
14. Letter Of Confirmation By The Proposed Sub-Contractor
15. Proforma for Material Accounting & Reconciliation
16. Letter of Confirmation by the Proposed sub-contractor
17. Material Accounting & Reconciliation
18. Integrity Pact
19. Annexure 1: Certificate Regarding Labour Payments & Statutory Requirements by Contractor
20. Annexure 2: No Demand Certificate by Contractor

\* No specified format

## 1. BID FORMS

**(EMD/BID SECURITY 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

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.
- 9.0 We have read the provisions of bidding documents and confirm we have not taken any deviation to the provisions of the bidding documents. We confirm that any deviation/variation / additional conditions to the provisions of Bidding Documents read in conjunction with its Amendment(s)/Clarification(s)/Addenda/ Errata found anywhere in our Techno-Commercial Bid and Price Bid, implicit or explicit, save those pertaining to rebates offered, stands unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the Bid Security be forfeited.
- 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.

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

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**BID SECURITY**

**BIDDER TO FURNISH BID SECURITY IN LINE WITH  
ITB CLAUSE 14.0 AND NIT/TENDER ENQUIRY**

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



**Bidder's Qualifications**

(To be uploaded in Pre-Qual/Technical Cover/Envelope)

**TENDER SPECIFIC FORMAT OF ATTACHMENT-3 HAS BEEN UPLOADED SEPARATELY ALONG WITH THE TENDER DOCUMENTS.**

**Bidders please refer Special Contracts Conditions (SCC) Clause No. 7 (c).**

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

Bidder's Name & Address

To,

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

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 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:

<b>PF Number</b>	
------------------	--

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:

<b>ESI Registration Number</b>	
--------------------------------	--

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:

<b>Permanent Account Number</b>	
---------------------------------	--

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

<b>GSTIN (location .....</b>	
<b>GSTIN (location .....</b>	
<b>GSTIN (location .....</b>	

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:

Table with 4 columns: Sl. No., Item Description, Value (Rs.), GST Rate. Rows 1, 2, 3.

B. GST applicable under RCM

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

Table with 3 columns: Sl. No., Item Description, Value on which GST under RCM is applicable (Rs.). Rows 1, 2, 3, 4.

Date.....

Signature .....

Place.....

Name.....

Designation.....

Company Seal.....



**Declaration on Local Content**

**(To be attached with Price Bid ONLY)**

**(FOR TENDER SPECIFIC FORMAT OF ATTACHMENT-11,**

**Bidders please refer Special Contracts Conditions (SCC) Clause No. 29 “Preference to Make in India and granting of purchase preference to local suppliers” for this tender.)**

Dear Sirs,

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

- 1.0 In order to avail purchase preference, we confirm that we are a Local Supplier, and the local content included in the Items of the Subject Tender as per details given below.
- 2.0 In order to avail purchase preference, we confirm that we are a Local Supplier, and the local content included in the package is .....% of our total bid price for complete scope of work for .....#..... as per details given below.

Sl. No. of BOQ	Description of Goods & Services	Quantity/ Weight	Value of Local Goods & Services	% of Total bid Price	Details of the location(s) at which the local value addition is made

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) giving the percentage of local content has been placed at Annexure-1 to this Attachment.

**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)	<b>Yes* / No*</b>
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**\* 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 requirement and shall be annexed to this Attachment.
- 2) Certificate pertaining to percentage of local content from statutory auditor or cost auditor / practicing chartered accountant or cost accountant is to be furnished in cases where the total bid price is more than INR 10 Crore

Yours truly,

Date .....

Signature.....

Place .....

Name.....

Designation .....

Name of Bidder .....

Seal.....

**2. PROFORMA FOR BANK GUARANTEE FOR 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 Sir,

In consideration of NTPC Ltd., having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodi Road, New Delhi-110 003 (hereinafter called the "Employer" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued an Invitation for Bids under Bidding document No. .... M/s .....\* ..... having its Registered/Head Office at..... (hereinafter called the "Bidder") who wishes to participate in the said bid for ....., an irrevocable and unconditional Bank Guarantee against Bid Security for an amount of Rs..... valid upto ..... is required to be submitted by the Bidder in lieu of cash deposit as a condition precedent for its participation in the said bid.

We, the ..... bank incorporated under ..... law and having one of our branches at ..... and having our Registered Office/Head Office at .....(address) do here-by unconditionally and irrevocably guarantee and undertake to pay to the "Employer" immediately on demand without any demur, reservation, protest and recourse to the extent of the said sum of Rs. .... (Rupees ..... only). Any such claim/demand made by the said "Employer" on us 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(s) on receiving instructions from M/s .....\* ..... 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..... .

Yours faithfully,

Witness :

1. .... (Signature)	(Signature) .....
..... (Name)	(Name) .....
..... (Official Address)	(Designation with Bank Seal).....

Stamp.....

Power of Attorney No.....

Date.....

Note :

1. (\*) 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 shall be from a Bank as per provisions of the Bidding Documents.
3. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank / Bidder.
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.

**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**

**A STATE BANK OF INDIA**

**B NATIONALISED BANKS**

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. Corporation Bank
8. Dena Bank
9. Indian Bank
10. Indian Overseas Bank
11. Oriental Bank of Commerce
12. Punjab National Bank
13. Punjab & Sind Bank
14. Syndicate Bank
15. Union Bank of India
16. United Bank of India
17. UCO Bank
18. Vijaya Bank
19. Bank of Baroda

**C SCHEDULED PRIVATE BANKS (INDIAN BANKS)**

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

## D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1. Abu Dhabi Commercial Bank PJSC
2. Bank of America NA
3. Bank of Bahrain & Kuwait B.S.C.
4. Mashreq Bank p.s.c.
5. Bank of Nova Scotia
6. Crédit Agricole Corporate and Investment Bank
7. BNP Paribas
8. Barclays Bank
9. Citi Bank N.A.
10. Deutsche Bank A.G.
11. The HongKong Shangai Banking Corporation Ltd
12. Societe Generale
13. Sonali Bank Ltd.
14. Standard Chartered Bank
15. J.P. Morgan Chase Bank, National Association
16. State Bank of Mauritius Ltd.
17. DBS Bank Ltd.
18. Bank of Ceylon
19. PT Bank Maybank Indonesia TBK
20. A B Bank
21. Shinhan Bank.
22. CTBC Bank Co. Ltd.
23. Mizuho Bank Ltd
24. Krung Thai Bank Public Company Ltd.
25. The Bank of Tokyo-Mitsubishi UFJ Limited.
26. Australia & Newzealand Banking Group Limited
27. Sumitomo Mitsui Banking Corporation
28. American Express Banking Corporation
29. Credit Suisse A.G.
30. FirstRand Bank Ltd.
31. Industrial & Commercial Bank of China Ltd.
32. JSC VTB Bank
33. National Australia Bank
34. Cooperatieve Rabobank U.A.
35. Sberbank
36. United Overseas Bank Ltd.
37. Westpac Banking Corporation
38. Woori Bank
39. The Royal Bank of Scotland plc
40. Doha Bank Qsc
41. Industrial Bank of Korea
42. KEB Hana Bank
43. First Abu Dhabi Bank PJSC
44. Emirates NBD Bank (P.J.S.C)
45. Qatar National Bank SAQ

## E OTHER PUBLIC SECTOR BANKS

1. IDBI Bank Ltd

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



#### **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 back of stamp paper under the Signature of Stamp Vendor?  (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the Bidder on whose behalf the BG has been issued.)	

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?	
6.	Whether the last page is signed with full particulars including two witness under seal of Bank as required in the prescribed proforma?	
7.	Does the Bank Guarantee compare verbatim with the Proforma prescribed in the Bidding Documents?	
8.	Are the factual details such as Bidding Documents No. / Specification No., Amount of BG, validity of BG correctly mentioned in the BG?	
9.	Whether overwriting / cutting, if any on the BG have been properly authenticated under signature & seal of executants?	
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 IN LIEU OF SECURITY DEPOSIT**

(BG to be stamped in accordance Stamp Act. )

**PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT**

To

**NTPC Ltd.**

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

In consideration of the NTPC Ltd. having its registered office at NTPC Bhawan, SOCPE Complex 7, Institutional Area, Lodi Road, New Delhi (hereinafter called the "Corporation" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No. .... Dated ..... Issued by NTPC, which has been unequivocally/accepted by the Contractor M/s.....(\*).....work of .....(hereinafter called the said Contract) to accept a Deed of guarantee as herein provided for Rs..... (Rupees .....only) from a Nationalized Bank in lieu of the security deposit to be made by the Contractor or in lieu of the deduction to be made from the Contractor's bills, for the due fulfillment by the said contractor of the terms and conditions contained in the said Contract. We, the ..... Bank (hereinafter referred to as "the said bank" and having our registered office at \_\_\_\_\_ do hereby undertake and agree to indemnify and keep indemnified the Corporation from time to time to the extent of Rs..... (Rupees \_\_\_\_\_only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation by reason of any breach or breaches by the said contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by the Corporation on demand and without demur to the extent aforesaid.

We \_\_\_\_\_ Bank, further agree that the Corporation shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof and the decision of the Corporation that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation from time to time 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 during the period that would be taken for the performance of the said Contract and till all the dues of the Corporation under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Employer certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee subject, however, that the Corporation shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability period as provided in the said Contract, i.e. \_\_\_\_(\*\*)\_\_\_\_\_(date) or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this guarantee has been served on the Bank before the expiry of the said period 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.

The Corporation shall have the fullest liberty without affecting in 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 to extend time of performance by the said Contract or to postpone for any time and

from time to time any of the powers exercisable 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 Securities available to Corporation and the said Bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.

It shall not be necessary for the Corporation 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 Corporation may have obtained or obtain from the Contractor shall at the time when proceedings are taken against he Bank hereunder be outstanding or unrealized.

We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Corporation 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 period on receiving instructions from M/s \_\_\_\_\_ on whose behalf this guarantee is issued.

In presence of

**WITNESS**

**For and on behalf of (the Bank)**

1. \_\_\_\_\_

Signature \_\_\_\_\_

2. \_\_\_\_\_

Name & Designation \_\_\_\_\_

Authorization No. \_\_\_\_\_

Date and Place \_\_\_\_\_

Bank's 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 \_\_\_\_\_ (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.

**\* FOR COMPANIES**

M/s \_\_\_\_\_ a company registered 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).

**GENERAL :**

1. (\*\*) The Date will be Three Months beyond the expiry of the warranty period as specified in the order.
2. The Bank Guarantee shall be from a bank as per provisions of bidding documents.
3. The Stamp Paper of appropriate value shall be purchased in the name of the Bidder/Bank issuing the guarantee.
4. 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.
5. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in the Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this check List and enclose the same alongwith the Bank Guarantee.

## **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. 01/CC/ /AL 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.

**\* 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.)

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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**