



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4418867  
Dated/दिनांक : 04-01-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-01-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-01-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Ntpc Limited
Office Name/कार्यालय का नाम	Cg
Total Quantity/कुल मात्रा	10000
Item Category/मद केटेगरी	SUPPLY AND STACKING OF 65MM MACHINE CRUSHED STONE BALLAST (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	200000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	9

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

GM (C&M)-CPG-1  
NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur  
Chhatisgarh-492018  
(Durga Prasad Pradhan)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**Reserved for Make In India products**

Reserved for Make In India products	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the

OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

## **SUPPLY AND STACKING OF 65MM MACHINE CRUSHED STONE BALLAST ( 10000 cubic meter )**

**(Minimum 100% Local Content required for qualifying as Class 1 Local Supplier)**

### **Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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### **Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Days/डिलीवरी के दिन</b>
1	Gokila Marimuthu	413215,Solapur STPP PO-HOTGI STATION 413215 SOUTH SOLAPUR, SOLAPUR	10000	180

### **Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

#### **1. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

#### **2. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

### 3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

**NTPC Limited**  
( A Government of India Enterprise )

**Tender Enquiry No.** 9900271913

**Bill of Materials**  
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**Delivery Address:**

Solapur STPP  
PO- HOTGI STATION  
SOUTH SOLAPUR, SOLAPUR  
Maharashtra  
413215  
India  
Tel : 0217-2252558/2252504 Fax: 0217 2252505

Item	Material Code	Description	UoM*	Total Quantity	Delivery Date
00010	M7520756605	S&S,65MM,M/C CRUSHED TRACK BALLAST	M3	10,000.000	31.03.2024

( UOM Legends :- M3 - Cubic meter )

Tender Enquiry No. 9900271913

**TECHNICAL DATA SHEET**  
-----**00010 - M7520756605****Specification**

RAILWAY MATERIAL

PART NAME : SUPPLY AND STACKING

TYPE : M/C CRUSHED TRACK BALLAST

SIZE/WEIGHT : 65 MM

MATERIAL AS PER INDIAN RAILWAY SPECIFICATION NUMBER:IRS GE-1,JUNE 2016 INCLUDING ALL LATEST CORRECTION SLIPS ISSUED.

**NTPC Limited**  
( A Government of India Enterprise )

Tender Enquiry No. 9900271913

**ITEM DATA SHEET**

Material Code	Item Text
M7520756605	<p>M/C CRUSHED 65 MM BALLAST FOR RAIL TRACK AS PER IRS SPECIFICATION: IRS-GE-1 JUNE-2004 Material PO Text (Long Description / Tech. Specification)</p> <p>NAME OF WORK:-SUPPLY AND STACKING OF 65 MM MACHINE CRUSHED STONE BALLAST FOR MGR TRACK AT NTPC SOLAPUR</p> <p>TECHNICAL SPECIFICATION:</p> <p>A. SPECIAL CONDITIONS</p> <p>The ballast is to be stacked at NTPC Solapur plant MGR yard area as per direction of EIC. The transportation, unloading and stacking are to be done by supplier at its own cost.</p> <p>3. INSPECTION:-</p> <p>3.1 At any time as required NTPC, Solapur MGR can witness, while stacking is in progress and at the time of taking measurement, the Supplier shall arrange his representative to open-out to original ground levels of all or any of the stacks for the purpose of inspection.</p> <p>3.2 It Should be found during inspection that stacks contain defective materials in quality or dimensions beyond the permissible limits as provided in the specification, they shall be dealt with in the manner stated below :-</p> <p>3.2.1 The rejected stacks of ballast shall be removed from NTPC's land by the Supplier at his own cost within two weeks on receiving formal notice from NTPC to do so. If Supplier fails to remove the ballast within the specified time, NTPC Administration may remove the ballast from NTPC's land and deduct the cost of so doing plus (+)15% Supervision charges from any amount due to the contractor.</p> <p>4. GROUND PREPARATION:-</p> <p>4.1 Ballast will be brought to the site of stacking duly screened to avoid complaint of dust or oversize beyond the prescribed limits.</p> <p>4.2 As far as possible, stacking of ballast on uneven ground should be avoided. Ballast stacks are to be made at NTPC Solapur MGR area as per the instruction of the EIC.</p> <p>4.3 The ground for stacking are to be made by the Supplier as per IR Standard Supplier should visit the site &amp; get familiarized with actual conditions before quoting the rates.</p> <p>5. ROYALTY:-</p> <p>5.1 The Supplier shall make his own arrangements at his own sole account for procuring all materials to be supplied or to be used on works to be done under this agreement.</p>



## NTPC Limited

( A Government of India Enterprise )

Tender Enquiry No. 9900271913

Material Code	Item Text
	<p>5.2 The rates as quoted in schedule are exclusive of royalty charges. The same shall be reimbursed on production of documentary evidence. The Agency need to submit the Royalty documents along with running bills.</p> <p>6.0 Defect Liability Period: - Nil</p> <p><b>B. DETAILED SPECIFICATION</b></p> <p><b>1.0 GENERAL</b></p> <p>1.0 Ballast should conform to IR Specifications of Track.</p> <p><b>1.1 BASIC QUALITY:-</b> Ballast should be hard durable and as far as possible angular along edges/ corners, free from weathered portions of parent rock, organic impurities and inorganic residues.</p> <p><b>1.2 PARTICLE SHAPE:-</b> Ballast should be cubical in shape as far as possible. Individual pieces should not be flaky and should have generally flat faces with not more than two rounded / sub rounded faces.</p> <p><b>2.0 PHYSICAL PROPERTIES:</b></p> <p>2.1 Ballast sample should satisfy the following physical properties in accordance with IS: 2386 Pt IV-1963. Aggregate Abrasion Value: 30% Max. Aggregate Impact Value: 20% Max.</p> <p>2.2 The "Water Absorption" tested as per IS: 2386 Pt II-1963 should not be more than 1%.</p> <p><b>3. SIZE AND GRADATION:</b></p> <p><b>3.1. Ballast should satisfy the following size and gradation:</b></p> <ul style="list-style-type: none"> <li>a) Retained on 65 mm. Sq. mesh sieve: 5% Maximum.</li> <li>b) Retained on 40mm Sq. mesh sieve: 40-60%</li> <li>c) Retained on 20 mm. Sq. mesh sieve: Not less than 98%</li> </ul> <p><b>3.2. OVERSIZE BALLAST.</b></p> <ul style="list-style-type: none"> <li>i) Retention on 65mm square mesh sieve. A maximum of 5% ballast retained on 65mm sieve shall be allowed without deduction in payment. In case ballast retained on 65mm sieve exceeds 5% but does not exceed 10%, payment at 5% reduction in contracted rate shall be made for the full stack. Stacks having more than 10% retention of ballast on 65mm sieve shall be rejected. In case of isolated stacks up to 10% ballast retained on 65mm sieve may be permitted. But the average of various samples taken at that time of measurement shall be 5%.</li> <li>ii) In case ballast retained on 40mm square mesh sieve (machine crushed case only) exceeds 60% limit prescribed in 3.1 (b) above, payment at the following reduced rates shall be made for the full stack in addition to the reduction worked out at i) above.</li> </ul>

## NTPC Limited

( A Government of India Enterprise )

Tender Enquiry No. 9900271913

Material Code	Item Text
	<p># 5% reduction in contracted rates if retention on 40mm square mesh sieve is between 60% (excluding) and 65% (including).</p> <p># 10% reduction in contracted rates if retention on 40mm square mesh sieve is between 65% (excluding) and 70% (including).</p> <p>iii) In case retention on 40mm square mesh sieve exceeds 70%, the stack shall be rejected.</p> <p>3.3 UNDER SIZE BALLAST: The ballast shall be treated as undersize and shall be rejected if:-</p> <p>i) Retention on 40mm. Square mesh sieve is less than 40%.</p> <p>ii) Retention on 20mm Sq. mesh sieve is less than 98% (for machine crushed).</p> <p>** In both cases of Oversized &amp; undersized stacks the contractor will be given option to restack the ballast heaps by mixing proper size ballast or breaking oversize material. After this exercise fresh sample shall be offered for sieve analysis. If samples fail in three successive attempts the stack will be rejected.</p> <p>3.4 METHOD OF SIEVE ANALYSIS:</p> <p>3.4.1 Sieve sizes mentioned in this specification are nominal sizes. The following tolerances in the size of holes for 65, 40 and 20mm nominal sieves sizes shall be permitted.</p> <p>65mm. Square Mesh Sieve Plus / Minus 1.5 mm.</p> <p>40mm. Square Mesh Sieve Plus / Minus 1.5 mm.</p> <p>20mm. Square Mesh Sieve Plus / Minus 1.0 mm.</p> <p>Mesh sizes of the sieves should be checked before actual measurement. The screen for sieving the ballast shall be of square mesh and shall not be less than 100cm in length, 70cm in breadth and 10cm in height on sides.</p> <p>3.4.2 While carrying out sieve analysis, the screen shall not be kept inclined, but held horizontally and shaken vigorously. The pieces of ballast retained on the screen can be turned with hand to see if they pass through but should not be pushed through the sieve.</p> <p>3.4.3 The percentage passing through or retained on the sieve shall be determined by weight.</p> <p>4.0 SAMPLING AND TESTING:-</p> <p>4.1 A minimum of 3 samples of ballast for sieve analysis shall be taken for measurement done on any particular date even if the numbers of stacks to be measured are less than three.</p> <p>4.2 The test viz., determination of Abrasion Value, Impact value and Water Absorption should be got done through NTPC LIMITED laboratory. In case facilities are not available at NTPC Solapur FQA lab, testing reports from SCR Railway, Govt. Approved Labs or Govt. Engg. College can also be considered.</p> <p>4.3 In order to ensure supply of uniform quality of ballast, the following norms shall be followed in respect of sampling, testing and acceptance.</p> <p>4.3.1 On supply of the first 100 cum, the tests for size gradation, Abrasion value, Impact value and water absorption shall be carried out by NTPC. Further supply shall be accepted only after this ballast satisfies the specifications for these tests. NTPC reserves the right to terminate the</p>

## NTPC Limited

( A Government of India Enterprise )

Tender Enquiry No. 9900271913



Material Code	Item Text
	<p>contract at this stage itself in case the ballast supply fails to conform to any of these specifications.</p> <p>4.3.2 Subsequent test shall be carried out as follows:- Description of test Quantity a) Size and Gradation tests - No. of test - Size of one sample - One test for every 2000 Cum. Size of one sample 0.027 Cum. b) Abrasion value, impact value and water absorption test @ testing frequency. : One test for every 2000 Cum. **This sample should be collected using a wooden box of internal dimensions 0.3m x 0.3m x 0.3m from different parts of stack.</p> <p>4.3.3 The above tests shall be done for the purpose of monitoring quality during supply. In case of the test results not being as per the prescribed specifications at any stage, further supplies shall be suspended till suitable corrective action is taken and supplies ensured as per specifications.</p> <p>4.3.4 The above tests may be carried out more frequently if warranted at the discretion of NTPC.</p> <p>4.3.5 All tests for Abrasion value Impact Value and water absorption conducted subsequent to award of contract shall be done at the cost of Supplier &amp; the supplier will make all necessary arrangement for sampling, collection &amp; transportation up to NTPC lab without any extra cost to NTPC. In case some tests could not be carried out at NTPC lab, Supplier has to arrange at his own cost for testing at any Govt. Approved Labs &amp; submit the report to NTPC, SOLAPUR.</p> <p>5.0 METHOD OF MEASUREMENTS</p> <p>5.1 STACK MEASUREMENT :- Stacking shall be done on a neat, plain and firm ground with good drainage. The height of stack shall not be less than 1M. Top width of stack shall not be less than 1.0M. Top of stack shall be kept parallel to the ground plane. The side slopes of stack should not be flatter than 1.5: 1 (Horizontal: Vertical). Cubical content of each stack shall normally be not less than 15 Cum.</p> <p>6.0 PAYMENT:- 6.1 Payment shall be made for the gross measurement in stacks without any deduction for shrinkage / voids for every 2000 M3 of ballast lots after acceptance by NTPC with in 15 days. 6.2 Royalty charges shall be paid by NTPC on submission of documentary evidence. 6.3 Payment on account for amounts admissible shall be made on confirmation receipt by indenting department. a) 100% payment with in 15days of stack measurements &amp; acceptance by NTPC, Solapur for every 2,000m3 lots. b) The Supplier shall submit the documentary evidence for Royalty charges from the State authorities along with bills.</p> <p>7.0 PENALTY:- Ballast supply is expected to be generally uniformly distributed in the entire supply period except monsoon period i.e. July to October. In case of failure to supply the required quantity in time a LD penalty as per GCC shall be applicable.</p>

## NTPC Limited

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Tender Enquiry No. 9900271913

Material Code	Item Text
	<p>SPECIAL CONDITIONS:</p> <ol style="list-style-type: none"> <li>1. Arrangement of Pay Loaders/ JCB and any other vehicle for loading of ballast, transporting to site, unloading and making stack as per directions of indenting department inside plant area shall be in the scope of agency. The Supplier has to ensure supply of ballast of correct size and specifications to avoid rejection and subsequent removal of the same from the site.</li> <li>2. Samples from the stacks have to be collected by the Agency as specified in the presence of NTPC representative and will be sent to the NTPC FQA Dept. for testing. Samples may be collected directly from stacks by FQA Dept. If required.</li> <li>3. If the test samples do not satisfy the required specifications, the stacks to which these samples belong to shall be rejected and the Supplier shall be allowed to take out the material from those stacks from the site only after written permission from NTPC, Solapur.</li> </ol> <p>All the Inspection and testing charges at NTPC-FQA lab shall be born by the Supplier itself.</p> <ol style="list-style-type: none"> <li>4. The Supplier shall be fully responsible for any accident involving men and material due to negligence by him/his staff on duty. The Supplier shall be fully responsible for any loss or damage to NTPC properties attributable to negligence on his part. Contractor has to comply all Safety rules with in NTPC, plant premises.</li> <li>5. Defect liability period is NIL.</li> <li>6. Before quoting for the above Supplier is advised to visit NTPC, Solapur site &amp; get familiarized with site conditions for transportation &amp; stacking.</li> <li>7. Completion period of the Work is SIX (06) months after receipt of PO.</li> <li>8. The Supplier shall ensure all safety and other requirements as per IR norms and Indian Factories Act while working in Solapur/MGR Track areas. The Supplier shall be fully responsible for any accident involving men and material due to negligence by him/his staff on duty.</li> <li>9. Since it is a loose material and stack measurement will be done after 2000 CuM only, hence quantity deviation up to +/- 10% of total indented quantity may be permissible. Supplier will be paid for additional quantity supplied by him within this limit only. Subsequent deduction will be made for less quantity supplied.</li> <li>10. Quantity variation +/-10% of the total quantity.</li> </ol>

		INDICATIVE FIELD QUALITY PLAN						
Name of Agency :		ITEM: CIVIL WORKS	Name of work: Supply and Stacking of 65mm Machine Crushed Stone Ballast for MGR at NTPC Solapur			F-QA-014-03		
Address:			PR No.: 100218300			FQP No: SSTPP/ FQP/ Ballast Supply & Stacking/ 540		
						Rev. No.: 00		
					Date: 11-11-2022			
					Pages: 1/1			
Sl.No.	Item / Activity /Operation	Characteristics/ Tests/ Checks	Class of Check	Type of Check	Quantum of Check	Reference Document / Acceptance Norms	Format of Record	Remarks
1	2	3	4	5	6	7	8	9
2	BALLAST SUPPLY & STACKING							
2.1	Ballast Material	Impact Value	B	Physical	Once per 2000 cum	Specifications / Relevant Codes	Test Report	
2.2		Abrasion Value	B	Physical	Once per 2000 cum	Specifications / Relevant Codes	Test Report	
2.3		Water Absorption	B	Physical	Once per 2000 cum	Specifications / Relevant Codes	Test Report	
2.4		Gradation	B	Physical	Once per 200 cum	Specifications / Relevant Codes	Test Report	
Signature & Seal of Contractor		LEGEND:			Indentor		FQA	
		Class # A = Critical check, B = Major check, C = Minor check			Name & Seal of Indenting Authority		Name & Seal of Approving Authority	
		'A'- To be witnessed by FQA, Execution & Agency						
		'B' & 'C' – To be witnessed by Execution & Agency						

**NTPC LIMITED**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**  
**Central Procurement Group-I, Raipur**  
**INVITATION FOR BIDS (IFB)**  
**(DOMESTIC COMPETITIVE BIDDING)**

NTPC invites online bids for **"SUPPLY AND STACKING OF 65MM MACHINE CRUSHED STONE BALLAST FOR MGR TRACK AT NTPC SOLAPUR"**

**Brief Details:**

<b>NIT No.</b>	<b>NTPC/USSC-CPG1/ 9900271913</b>
<b>Tender Fees</b>	Not Applicable
<b>EMD</b>	<b>2,00,000.00 (Two Lakhs Only)</b>
<b>Completion period</b>	180 days

**General Terms & Conditions:**

1. NTPC reserve the right to assess bidder's capability and capacity of the bidder for carrying out the supplies and the decision of NTPC in this regard shall be final.
2. NTPC reserves the right to accept or reject any or all the tenders in part or full including rejection of any request for issue of tender documents, alter the quantities or split the order without assigning any reason thereof.
3. Above details are only indicative. Other detailed terms and conditions shall be as per tender documents.

**Address for Communication:**

GM (C&M)-CPG-1  
NTPC Limited, Western Region II Headquarters,  
Plot No-87, Sector-24, Atal Nagar,  
Naya Raipur, Raipur  
Chhatisgarh-492018  
Email:- [dppradhan@ntpc.co.in](mailto:dppradhan@ntpc.co.in)/[amitksingh@ntpc.co.in](mailto:amitksingh@ntpc.co.in)

**Contact Person:**

1. Amit Kumar Singh, AGM(C&M), 9415335083
2. Durga Prasad Pradhan, GM(C&M), 7008084608/ 9437043570

## **I. TERMS & CONDITIONS:**

1. Price Basis: Free on Road/Rail NTPC Site stores on firm price basis inclusive of taxes.
2. Royalty Charges: The rate to be quoted in schedule should be exclusive of royalty charges. The same shall be reimbursed on production of documentary evidence. The Agency need to submit the Royalty documents along with running bills.
3. Insurance & Freight: Supplier will be responsible for transportation and safe delivery of material at NTPC locations.
4. Delivery Period: Within 180 days in five lots of 2000M3. Staggered delivery will be required as per the requirement during the delivery period. Vendor must take confirmation from Station/project before supply of each lot.
5. Inspection: Inspection at Site Stores.
6. Warranty: Not applicable
7. Payment Term: 100% payment shall be made for the gross measurement in stacks without any deduction for shrinkage / voids for every 2000 M3 of ballast lots. Payment shall be released within 15 days of Consignee's Receipt & Acceptance Certificate (CRAC) Generation in GeM.
8. PBG: On placement of order by NTPC, the Supplier will be required to furnish PBG for an amount equal to 10% of total order value. PBG should be valid for a period of 09 months (06 months completion period + 3 months claim period). The PBG should be submitted within 30 days of placement of award.

## **II. ELIGIBILITY FOR PARTICIATION IN TENDER:**

'Class-I local suppliers' only are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids."

**The minimum local content shall be 100%.**

The Bidders shall be required to provide, in the Bid Form/relevant attachment of Techno-Commercial bid, self-certification/declaration that the Item offered meets the local content requirement for 'Class-I local supplier' as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT and shall give details of the location(s) at which the local value addition is made. Format is attached as **Annexure A**.

Bids which do not meet the Minimum Local Content as mentioned above, shall be considered non-responsive and shall not be evaluated i.e. shall be rejected.

## **Annexure A**

Bidding Document No:.....

### **Declaration of Local content**

Dear Sir,

1.1 We have read the provisions of “Preference to Make in India and Eligibility for granting of Purchase Preference to Class-I local suppliers” enclosed with the Bid Data Sheets.

In terms of the requirement of the aforesaid provisions, we hereby declare that we have submitted our bids for only those item(s) for which we are eligible for participation as per provisions of the Bidding documents and we are Class-I local supplier for all such items.

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

Sl. No. of BOQ	Description of Goods	Details of the location(s) at which the local value addition is made
10	SUPPLY AND STACKING OF 65MM MACHINE CRUSHED STONE BALLAST	

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.##

## This para is applicable in packages with estimated value (excluding taxes & duties) exceeding INR 10 Crores.

2.0 Further, we hereby 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 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 requirement and shall be annexed to this Attachment.
- 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’ (PPP- MII 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.



### **III. QUALIFYING REQUIREMENT**

The bidder who wishes to participate in the bidding shall meet the Qualifying Requirements stipulated hereunder:

#### **1.1 Technical Criteria:**

1.1.1 The bidder should have successfully executed orders for “supply of machine crushed stone ballast for railway track as per RDSO/Indian Railway specifications” within preceding 07 (seven) years prior to the date of Techno- commercial bid opening in any of the following manner:

**A. One (1) order having executed value not less than Rs. 120.0 Lakh**

**OR**

**B. Two (2) orders having executed value not less than Rs. 75.0 Lakh each**

**OR**

**C. Three (3) orders having executed value not less than Rs. 60.0 Lakh each**

#### **Notes for Technical Criteria:**

1. The word “Executed” mentioned above means that the bidder should have achieved the criteria specified above, even if the total contract is started earlier and/or is not completed/closed.
2. In case of orders under execution, the value of work executed prior to the date of Techno-Commercial bid opening duly certified by bidder’s client shall be considered acceptable.
3. For arriving at the executed value of work specified above, basic amount only shall be considered. In case contract is inclusive of taxes, bidder should provide the break –up of basic value and taxes.

#### **1.2 Financial Criteria:**

1.2.1 The Average Annual Turnover of the Bidder, should not be less than **Rs.150.0 Lakh (Rupees One Hundred Fifty lakh only)** during the preceding three (3) completed financial years as on the date of Techno-Commercial bid opening.

1.2.2 In case the bidder does not satisfy the financial criteria, stipulated at Cl. 1.2.1 above on its own, its Holding Company would be required to meet the stipulated turnover requirements at Cl. 1.2.1 above, provided that the net worth of such Holding Company as on the last day of the preceding financial

year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the bidder would be required to furnish along with its Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder in case of award.

1.2.3 In case the bidder is not able to furnish its audited financial statements on stand-alone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder further furnishes the following documents for substantiation of its qualification.

- a. Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the Audited consolidated financial statements of its Holding Company.
- b. A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the company.

1.2.4 In cases where audited results for the last preceding financial year as on the date of Techno-Commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the Financial results of the Company are under audit as on the date of Techno-Commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

**Notes for 1.2:**

- i. Other income shall not be considered for arriving at annual turnover.
- ii. "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India, in vogue.
- iii. Net worth means the sum total of the paid up share capital and free reserves. 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.

#### **IV. DOCUMENTS IN SUPPORT OF MEETING THE QUALIFYING REQUIREMENTS:**

The Bidder shall submit documents towards in support of meeting the QR stipulated in the Detailed NIT along with their bid (**ANNEXURE I**) which shall include:

- a) Company Registration certificate / certificate of incorporation/ Partnership agreement etc.
- b) Memorandum and Article of Association including changes in the constitution of the firm/company, name and address/(es) of Sole proprietor / partners / board of directors, partnership deed (up to date), if any, in case of partnership firm and affidavit for proprietorship concern.
- c) Copy of GST Registration document.
- d) Copies of the Letter of Award/Purchase orders/Contracts along with Certificate(s) from the Client(s) for successful execution of the assignment with value and period of executions in support of meeting the QR as stipulated in NIT.
- e) Copies of financial statement in support of meeting the QR as stipulated in NIT
- f) Any Other Document in support of meeting the QR as stipulated in the Detailed NIT

The bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified Third Party Inspection Agency (TPIA) in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at **Annexure-II** (Undertaking from Statutory Auditor) and/ or **Annexure III** (Undertaking from TPIA). All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA”

Further, wherever information can be drawn from books of accounts, records and other relevant documents, Bidders can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the Technical Qualification Requirements.

**Details of submitted copy of Purchase Orders/ Work Orders / Contract Agreements, Client Certificates etc.), duly certified and verified by statutory auditors or specified TPIA should be entered in Annexure I.**

In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the following TPIAs:

- (1) Société Générale de Surveillance / SGS India Pvt. Ltd.(SGS)
- (2) Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)
- (3) International Certification Services (ICS)

- (4) TUV Rheinland (India) Pvt. Ltd.
- (5) TÜV SÜD South Asia Pvt. Ltd.
- (6) TUV India Pvt. Ltd. (TÜV Nord Group)
- (7) Intertek India Pvt. Ltd.
- (8) Moody International (India) Pvt. Ltd.
- (9) RINA India Pvt. Ltd.
- (10) Competent Inspectorate and Consultants LLP

The following website may be referred for contact details of above ten (10) TPIAs:

[http://nabcb.qci.org.in/accreditation/reg\\_bod\\_inspection\\_bodies.php](http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php)

**Any document pertaining to reference works/ plants in support of Technical QR, which is not certified by specified TPIA or Statutory Auditor of the bidder, as per the format enclosed with the bidding documents, shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection.**

The Bidder shall be responsible to get their documents/ credentials in support of Qualifying Requirements verified & certified by their Statutory Auditor(s) and/ or specified TPIAs. All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Bidder. Employer shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA and/ or Statutory Auditor.

***Bidders are required to fill Annexure I/ IA properly. These references shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR).***

**ANNEXURE I**  
**Summary of Details & Documents in support of QR**

**Tender Reference/ NIT No:**

Bidders Name and Address:

To,

GM(C&M)

NTPC Limited, Central Procurement Group-I,  
NTPC WR-II office, Sector-24, Tuta,  
Naya Raipur, Chattisgarh - 492101 (India)

QR No.	QR Stipulation as in NIT	Meet (Yes/No)	Brief Description along with supporting documents
1.1	<b>Technical Criteria</b>		
1.1.1	<p>The bidder should have successfully executed orders for “supply of machine crushed stone ballast for railway track as per RDSO/Indian Railway specifications” within preceding 07 (seven) years prior to the date of Techno- commercial bid opening in any of the following manner:</p> <p><b>A. One (1) order having executed value not less than <b>Rs. 120.0 Lakh</b></b></p> <p style="text-align: center;"><b>OR</b></p> <p><b>B. Two (2) orders having executed value not less than Rs. 75.0 Lakh each</b></p> <p style="text-align: center;"><b>OR</b></p> <p><b>C. Three (3) orders having executed value not less than Rs. 60.0 Lakh each</b></p>		

	<p><b>Notes for Technical Criteria:</b></p> <ol style="list-style-type: none"> <li>1. The word “Executed” mentioned above means that the bidder should have achieved the criteria specified above, even if the total contract is started earlier and/or is not completed/closed.</li> <li>2. In case of orders under execution, the value of work executed prior to the date of Techno-Commercial bid opening duly certified by bidder’s client shall be considered acceptable.</li> <li>3. For arriving at the executed value of work specified above, basic amount only shall be considered. In case contract is inclusive of taxes, bidder should provide the break – up of basic value and taxes.</li> </ol>		
1.2	<p><b><u>Financial Criteria</u></b></p>	<p><b>Meet (Yes/No)</b></p>	<p><b>Brief Description along with supporting documents</b></p>
	<p>1.2.1 The Average Annual Turnover of the Bidder, should not be less than <b>Rs.150.0 Lakh</b> (Rupees One Hundred Fifty lakh only) during the preceding three (3) completed financial years as on the date of Techno-Commercial bid opening.</p> <p>1.2.2 In case the bidder does not satisfy the financial criteria, stipulated at Cl. 1.2.1 above on its own, its Holding Company would be required to meet the stipulated turnover requirements at Cl. 1.2.1 above, provided that the net worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the bidder would be required to furnish along with its Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder in case of award.</p> <p>1.2.3 In case the bidder is not able to furnish its audited financial statements on standalone</p>		

<p>entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder further furnishes the following documents for substantiation of its qualification.</p> <ul style="list-style-type: none"> <li>• Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the Audited consolidated financial statements of its Holding Company.</li> <li>• A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the company.</li> </ul>		
<p>1.2.4 In cases where audited results for the last preceding financial year as on the date of Techno-Commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the Financial results of the Company are under audit as on the date of Techno-Commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.</p>	<p><b>Financial year</b></p>	<p><b>Turnover (Rs.)</b></p>
	<p>2020-21</p>	
	<p>2021-22</p>	
	<p>2022-23</p>	
	<p>Average Annual Turnover for the preceding three (03) completed financial years.</p>	
<p><b>Notes for 1.2:</b></p> <ol style="list-style-type: none"> <li>1 Other income shall not be considered for arriving at annual turnover.</li> <li>2 “Holding Company” and “Subsidiary Company” shall have the meaning ascribed to them as per Companies Act of India, in vogue.</li> <li>3 Net worth means the sum total of the paid-up share capital and free reserves. 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.</li> </ol>		

**The Reference Plants/ Orders/ Works declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirements. No change or substitution in respect of reference Plants/ Orders for meeting the specified Qualifying requirements shall be offered by the Bidder.**

The order-1 details are given below:

Sl No	Item Description	Details
(i)	Name of the Station and its location	
(ii)	Client Name and Address e-mail, Mobile and Tel. No	
(iii)	Name and designation of the responsible person in Client's organization	
(iv)	LOA No. & Date	
(iv)	Purchase Order / Contract No. & Date	
(v)	Value of PO (Basic value & taxes break up required)	
(vi)	Executed value of PO (Basic value & taxes break up required)	
	<i>In support of the above, we have attached Copies of relevant purchase orders along with proof of execution such as client certificate, corresponding invoice/ delivery challans, LR, E-way Bill/ installation/ performance report etc</i>	At Appendix no. ....to Annexure -IA.

The order-2 details are given below:

Sl No	Item Description	Details
(i)	Name of the Station and its location	
(ii)	Client Name and Address e-mail, Mobile and Tel. No	
(iii)	Name and designation of the responsible person in Client's organization	
(iv)	LOA No. & Date	
(iv)	Purchase Order / Contract No. & Date	
(v)	Value of PO (Basic value & taxes break up required)	
(vi)	Executed value of PO (Basic value & taxes break up required)	
	<i>In support of the above, we have attached Copies of relevant purchase orders along with proof of execution such as client certificate, corresponding invoice/ delivery challans, LR, E-way Bill/ installation/ performance report etc</i>	At Appendix no. ....to Annexure -IA.



The order-3 details are given below:

Sl No	Item Description	Details
(i)	Name of the Station and its location	
(ii)	Client Name and Address e-mail, Mobile and Tel. No	
(iii)	Name and designation of the responsible person in Client's organization	
(iv)	LOA No. & Date	
(iv)	Purchase Order / Contract No. & Date	
(v)	Value of PO (Basic value & taxes break up required)	
(vi)	Executed value of PO (Basic value & taxes break up required)	
	<i>In support of the above, we have attached Copies of relevant purchase orders along with proof of execution such as client certificate, corresponding invoice/ delivery challans, LR, E-way Bill/ installation/ performance report etc</i>	At Appendix no. ....to Annexure -IA.

## ANNEXURE IA

**Bidders are required to fill Annexure I properly. These references shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR).**

### Bidder's Qualifications

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

Bidder to enclose supporting documents in support of meeting Qualifying Requirements in line with (NIT)

NAME OF BIDDER:

PAN NUMBER:

GST REGISTRATION NUMBER:

### Details of Completed / Executed work:

S.No.	WO No / Date	Executed Amount	Date of Execution/ Completion	Document Submitted		
				Name of Customer / Company, Phone, Fax, Email id & Name of contact person	Work order Copy with BOQ Yes /No	Document in support of executed work Completion Certificate / Copy of Measurement book(R/A bills) / Proof of receipt of payment etc.
1.						
2.						
3.						

Notes:

**The Reference Plants/ Orders/ Works declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirements. No change or substitution in respect of reference Plants/ Orders for meeting the specified Qualifying requirements shall be offered by the Bidder.**

(LIST OF FINANCIAL DOCUMENTS) ANNEXURE IB

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.

**ANNUAL TURNOVER FOR 03 FINANCIAL YEARS :**

<b>2022-2023:</b>	LAKHS (UDIN No.:	)
<b>2021-2022:</b>	LAKHS (UDIN No.:	)
<b>2020-2021:</b>	LAKHS (UDIN No.:	)
<b>2019-2020:</b>	LAKHS (UDIN No.:	)

@ In case Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year, the audited results of the three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

Date : Signature.....

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

Designation.....

CommonSeal.....

**ANNEXURE IC**

**Proforma of Certificate from the CEO/CFO of the company in accordance with Financial requirement criteria in cases where audited results for the last financial year as on the date of Techno-commercial bid opening are not available**

(To be submitted by Bidder along with the Techno-commercial Bid with QR Documents)

Ref:

Date:

To

Dear Sir,

1.0 I, Mr./Ms. .... (\*CEO of the Company/\*CFO of the Company), confirm and undertake that the Financial results of the Company are under audit as on the date of Techno- commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

2.0 Accordingly, the company is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s... (Name of the Bidder) for the .....(Name of the package) under NIT reference No. .... Dated .....

Yours faithfully,

Signature

Name & Designation.....

Name of the Company.....

(Seal of Company).....

Note : \*Strike off whichever is not applicable.

**ANNEXURE II**  
**Undertaking from Independent Statutory Auditor**

(On letter head digitally signed by a person duly authorized to Sign on behalf of the Statutory Auditor)

Bid Ref. No:

DATE:

To,

**GM (C&M)-CPG-1**  
**NTPC Limited, Western Region II Headquarters,**  
**Plot No-87, Sector-24, Atal Nagar,**  
**Naya Raipur, Raipur**  
**Chhatisgarh-492018**

**Subject: Authentication of veracity of documents submitted by M/s ..... in support of meeting the Qualifying Requirements**

Ref : IFB/Tender no. ....

Name of the Package/ Tender: .....

Dear Sir,

M/s. .... (hereinafter called Bidder) having Registered office at .....intend to participate in above referred tender of NTPC Ltd.

We, M/s ..... has been appointed as Statutory Auditor for the Bidder i.e. M/s ..... (Relevant documents on our appointment attached)

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Technical Qualifying Requirement duly verified and certified by Statutory Auditor.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and/ or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

1. Doc ref./PO No. no. .... dated (name of Documents)
2. Doc ref. no./PO No. .... dated (name of Documents)

3. ....

The Executed Value/ Quantity of the PO(s) as above has been verified using invoice copy(s)/ LR Bill and completion certificate/ inspection report/ material despatch clearance certificate submitted as execution proof and are found to be genuine and authentic:

1. Invoice no. .... dated / LR Bill ..... dated and completion certificate ..... dated.....(name of Documents)
2. Invoice no. .... dated / LR Bill ..... dated and completion certificate ..... dated.....(name of Documents)
3. ....

**All the aforesaid documents have been digitally signed by us as a certificate of authenticity.**

\*Further, we have examined the books of accounts, records, and other relevant documents, along with other necessary information and explanations furnished by M/s. \_\_\_\_\_(bidder) and hereby certify following:

.....

This certificate is issued at the request of M/s ..... (Bidder) for the purpose of participating in tender/s.

Thanking you,

.....

**Annexure III**

**Undertaking from Third Party Inspection Agency**

(on letter head digitally signed by a person duly authorized to Sign on behalf of the TPIA)

Ref.: \_\_\_\_\_ Date: \_\_\_\_\_

To,

**GM (C&M)-CPG-1  
NTPC Limited, Western Region II Headquarters,  
Plot No-87, Sector-24, Atal Nagar,  
Naya Raipur, Raipur  
Chhatisgarh-492018**

Dear Sir,

**Subject: Authentication of veracity of documents submitted by M/s.....in  
support of meeting the Qualifying Requirements**

Ref : IFB/Tender no. ....

Name of the Package/ Tender: .....

M/s. .... (hereinafter called Bidder) having Registered office at.....  
intend to participate in above referred tender of NTPC Ltd.

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Qualifying Requirement duly verified and certified by a specified independent Third Party Inspection Agency as per the list mentioned in the bidding documents.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and / or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

1. Doc ref. no./PO No. .... dated (name of Documents)
2. Doc ref. no./PO No. .... dated (name of Documents)

3. ....

The Executed Value/ Quantity of the PO(s) as above has been verified using invoice copy(s)/ LR Bill and completion certificate/ inspection report/ material despatch clearance certificate submitted as execution proof and are found to be genuine and authentic:

1. Invoice no. .... dated / LR Bill ..... dated and completion certificate ..... dated..... (name of Documents)
2. Invoice no. .... dated / LR Bill ..... dated and completion certificate ..... dated..... (name of Documents)
3. ....

**All the aforesaid documents has been digitally signed by us as a certificate of authenticity.**

We further confirm that we neither have any vested interest in aforesaid tender nor have any conflict of interest in respect of above tender.

This certificate is issued at the request of M/s ..... (Bidder) for the purpose of participating in the subject tender/s.

Thanking you,

.....

*\* Strike off, whichever is not applicable.*



## **V. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY**

The Earnest Money Deposit (EMD) shall in the form of Bank Guarantee from banks specified in the published GeM bid.

The format of Bid Guarantee (BG) towards EMD shall be as per attached format (Form -1) and should be submitted from a bank as indicated in Form – 3.

The format of the Bank Guarantee shall be in accordance with the form of Bank Guarantee towards Bid Security/EMD/Performance security included in the Employer's Bidding Documents only.

Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the Employer as being non-responsive.

The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested.

Bidders shall be required to upload the scanned copy of the BG on GeM portal.

Bidder shall also be required to submit the Original BG in physical form to reach NTPC at the address mentioned in Bidding Documents, not later than 5 days from the date of submission of Techno-Commercial bids or before the Price Bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation.

Sealed envelope containing EMD and any offline documents sought in tender, must be marked and details like NIT/ Tender No, Scope of Work, Bid Opening Due Date etc mentioned on the envelope

### **CONFIRMATION OF BGS**

While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided below:

i	Bank Name	ICICI BANK LTD.
ii	Branch	CONNAUGHT PLACE BRANCH
iii	Bank address	9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001
iv	IFSC Code	ICIC0000007

BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:

BG advising message: IFN 760COV/ IFN 767COV via SFMS

Field Number: Particulars (to be mentioned in Row 1)

7037: NTPCBG (unique identifier)

## **EMD Exemption for MSE Bidders**

MSE Bidders who are manufacturer of the tendered Items and have a valid Udyam Registration Certificate shall be exempted from submission of EMD.

In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change.

For availing MSE benefits, bidder must confirm that items quoted by the bidder are manufactured by them.

In support of above claim regarding manufacturing of each of the specified Item(s), Bidder will furnish necessary details of Stores/ Category of items etc. as mentioned in the MSE registration certificate along with the Undertaking as given at Annexure IV. In case, such details are not available in the Registration Certificate furnished by the Bidder for any of the quoted item(s), other relevant details/documentary evidence will be furnished along with the Undertaking in support of the claim that such item(s) are manufactured by the Bidder.

Except Udyam Registration Certificate no other registration documents will be considered for MSEs exemption & benefits for bids which will be under evaluation stage on 1st January 2022 onwards.

The benefit as above to MSEs shall be available only for Goods/ Services produced & provided by MSEs. As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/2012-MA dated 24.10.2016 "Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders are excluded from the purview of benefits and exemption of MSEs."

**Undertaking to be given by the MSE Bidder for availing benefits/  
exemptions as per PPP 2012 for cases**

M/s NTPC Limited

Ref: Our Bid Reference Number: \_\_\_\_\_ Dated \_\_\_\_\_ against Tender

Invitation Number \_\_\_\_\_ Dated \_\_\_\_\_ for \_\_\_\_\_ Name of

Package \_\_\_\_\_

With reference to our bid (as referred above) against subject Tender Invitation, we have attached relevant documents for availing benefits/ exemptions available to MSEs as per PPP 2012 and its subsequent amendments, if any. We are aware that benefits to MSEs under PPP 2012 are available to manufacturer of goods and not to traders/dealers and accordingly, we hereby undertake that:

*We are **manufacturer of the quoted item(s)** and understand that the benefits as applicable to MSEs under PPP 2012 including Purchase Preference shall be applicable as per provisions of Bidding Document for all the quoted items of our bid.*

We also understand that in case documents submitted by us for availing benefits/exemptions applicable to MSEs under PPP 2012 are not found to be in order by NTPC Limited/ Employer at any stage of Bid Evaluation and EMD and/or cost of Bid Documents (wherever applicable) have also not been submitted by us then our bid shall not be considered further for evaluation and be rejected.

Thanking you,

(Authorized Signatory)

Name & address of the bidder \_\_\_\_\_

Date:

**\* Strike out which is not applicable**

## **VI. COMPLIANT BID:**

No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents. The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration.

Bidders shall certify their compliance to the complete Bidding Documents as per Certificate at **Annexure C** of the Tender:

In case the Products and/or Services offered do not meet the Technical requirements, the bid shall be rejected as Technically non-responsive.

Bidders may note that in case the Bidder refuses to withdraw additional conditions/ deviations/ variations/ exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.

Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.

**Annexure – C**  
**CERTIFICATE FOR COMPLIANCE**  
**TO**  
**ALL PROVISIONS OF BIDDING DOCUMENTS**  
**(Certificate of "NIL" Deviation)**  
**Towards COMPLIANT BID**

To,

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

Dear Sir,

1. With reference to our Bid submitted against the tender, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.

2. We understand that in case the Products and/or Services offered do not meet the Technical requirements, then our bid shall be rejected as Technically nonresponsive.

We also confirm that in case we refuse to withdraw additional conditions/deviations/exceptions/exception, implicit or explicit, found anywhere in the techno-commercial bid, our bid shall be rejected as Technically non-responsive.

We further confirm that if any deviation/variation in any form is found in our Price Bid, the EMD shall be forfeited.

(Authorised Signatory)

Name & address of the bidder .....

.....

Date:

## **VII. IMPORTANT INFORMATION FOR BIDDERS**

### **a. Fraud Prevention Policy**

NTPC has in place a policy for Prevention of Fraud. The “Fraud Prevention Policy” has been framed to provide a system for detection and prevention of fraud, reporting of any fraud that is detected or suspected and fair dealing of matters pertaining to fraud.

Fraud Prevention Policy shall mean the policy related to prevention of fraud displayed on NTPC tender website <https://ntpctender.ntpc.co.in> and <https://vendor.ntpc.co.in>

The Bidder along with its associate/collaborators/subcontractors/sub-vendors/ consultants/ service providers shall strictly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its tender website <https://ntpctender.ntpc.co.in> and <https://vendor.ntpc.co.in> and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice. Bidders shall certify their compliance to the Fraud Prevention Policy as per Certificate at **Annexure D**.

If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Earnest Money Deposit shall be forfeited.

### **b. Policy for Debarment from Business Dealings**

The Employer has in place a policy for withholding and banning of business Dealings and same is displayed on its tender website <https://ntpctender.ntpc.co.in> and <https://vendor.ntpc.co.in>. Business dealings may be withheld or banned with the Bidder/Contractor on account of any default by the contractor for any of the grounds detailed in the said Banning Policy.

NTPC reserves its right to withhold or ban or suspend business dealings with any Agency, if such Agency is found to have committed misconduct or any of its action(s) fall into any such categories as laid down in its Policy for Debarment from Business Dealings

Policy for Debarment from Business Dealings shall mean the policy related to Withholding & Banning of Business Dealings displayed on NTPC tender website <https://ntpctender.ntpc.co.in> and <https://vendor.ntpc.co.in>

Bidders shall submit the Declaration on Policy of for withholding and banning of Business Dealings Employer as per Certificate at **Annexure E**

### **c. Anti-Bribery and Anti-Corruption (ABAC) Policy:**

Anti-Bribery and Anti-Corruption (ABAC) Policy: The Bidder and its employees along with its Associate/ Collaborator/ Sub- Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of Employer shall strictly adhere to Anti- Bribery and Anti-Corruption (ABAC) Policy of Employer displayed on tender website <https://ntpctender.ntpc.co.in>.

Please refer and submit Adherence to Employer’s Anti-Bribery and Anti-Corruption (ABAC) Policy as per format attached as **Annexure F**.

### **d. One Bid per Bidder:**

Please refer Clause 29 of GeM GTC.

Please refer and submit the DECLARATION W.R.T. SINGLE BID Policy as per format attached as **Annexure G**.

## **Annexure-D**

### **FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY**

To,

**GM (C&M)-CPG-1  
NTPC Limited, Western Region II Headquarters,  
Plot No-87, Sector-24, Atal Nagar,  
Naya Raipur, Raipur  
Chhatisgarh-492018**

Dear Sir,

We have read the contents of the Fraud Prevention Policy of NTPC displayed on its tender website <https://ntpctender.ntpc.co.in> and <https://vendor.ntpc.co.in> and undertake that we along with our associate / collaborator / sub\_contractors / sub-vendors / consultants / service providers shall strictly abide by the provisions of the Fraud Prevention policy of NTPC.

(Authorised Signatory)

Name & address of the bidder .....

.....

Date:

**DECLARATION ON BANNING POLICY**

To,

**GM (C&M)-CPG-1  
NTPC Limited, Western Region II Headquarters,  
Plot No-87, Sector-24, Atal Nagar,  
Naya Raipur, Raipur  
Chhatisgarh-492018**

Dear Sir,

1) We have read the contents of the Banning Policy of NTPC displayed on its tender website <https://ntpctender.ntpc.co.in> and <https://vendor.ntpc.co.in> and agree to abide by this policy. Further, in terms of requirement under Banning policy we hereby declare the following:

a) We have not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Government of India.

b) We have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.

c) Our Director(s)/Owner(s)/Proprietor/Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.

2) We further declare as under:

that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NTPC Limited shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.

(Authorised Signatory)

Name & address of the bidder .....

.....

Date:



## **Annexure F**

**PACKAGE NAME:** .....

**BIDDING DOCUMENT NO:** . .....

### **(Adherence to Employer's Anti-Bribery and Anti-Corruption (ABAC) Policy)**

We and our employees along with our associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by 'Anti-Bribery and Anti-Corruption (ABAC) Policy' of Employer as displayed on tender website at <https://ntpctender.ntpc.co.in/> under section 'policy docs' and undertake that we represent and confirm that we are aware of, understand, and will comply with all applicable laws and regulations relating to anti-corruption and anti-bribery and the ABAC Policy of Employer. In addition, each Party agrees that so long as it is conducting business with the other Party or the other Party's affiliates, it will not, directly or indirectly, on behalf of the other Party or the other Party's affiliates promise, offer, solicit, authorize, give or receive bribe, or other corrupt payment, item or service of value, or any other corrupt advantage, whether in cash or in kind, in relation to the participation in the tender.

(Authorised Signatory)

Name & address of the bidder .....

.....Date:

## **Annexure G**

### **DECLARATION W.R.T. SINGLE BID**

To,

**GM (C&M)-CPG-1  
NTPC Limited, Western Region II Headquarters,  
Plot No-87, Sector-24, Atal Nagar,  
Naya Raipur, Raipur  
Chhatisgarh-492018**

Dear Sir,

We have read the contents of the Clause 29 of GeM GTC (One Bid per Bidder).

**In pursuant to Clause 29 of GeM GTC (One Bid per Bidder) following is declared:**

1. We have not made any other bid or multiple bids as understood or deemed in terms of this clause.
2. Sister/ Associated/ Allied concern having one or more common persons as Director/ Partner/ Member/ Owner have not participated in this tender.

It is also understood that if at any point of time the above declaration is found wrong, NTPC Limited shall have the full right to reject the bid, forfeit Bid Security and take any administrative/ legal actions.

(Authorised Signatory)

Name & address of the bidder .....

.....Date:

**VIII. Documents to be submitted along with the bid:**

1. EMD BG/ EMD Exemption Document
2. DOCUMENTS IN SUPPORT OF MEETING THE QUALIFYING REQUIREMENTS **along with Annexure I, IA, IB and IC.**
3. Undertaking from Independent Statutory Auditor/ Undertaking from Third Party Inspection Agency **(Annexure II/ III)**
4. Undertaking to be given by the MSE Bidder **(Annexure IV)** (applicable for MSE Bidders only)
5. Declaration of Local content **(Annexure A)**
6. Undertaking to be given by the MSE Bidder **(Annexure B)** (applicable for MSE Bidders only)
7. CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS OF BIDDING DOCUMENTS **(Annexure C)**
8. FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY DOCUMENTS **(Annexure D)**
9. DECLARATION ON BANNING POLICY DOCUMENTS **(Annexure E)**
10. DECLARATION W.R.T. Adherence to Employer's Anti-Bribery and Anti-Corruption (ABAC) Policy **(Annexure F)**
11. DECLARATION W.R.T. SINGLE BID **(Annexure G)**

# **FORMS & FORMATS**

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY**

(To be stamped in accordance with Stamp Act)

**Bank Guarantee No.....**

**Date :**

To,

**NTPC Limited,**

.....  
.....

Dear Sirs,

In accordance with your NIT No.....dated.....M/s  
..... (\*\*). ..... having its registered/Head Office at .....  
.....(hereinafter called the 'Bidder') wish to participate in the said Bid for .....  
(name of package).

As an irrevocable Bank Guarantee against Earnest Money Deposit/Bid Security for an amount of  
..... (\*) ..... valid for .....@..... days from ..... (\*\*). ....., is 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 and address of the Bank].....having our head office  
at ..... (#) ..... guarantee and undertake to pay immediately on demand by NTPC Ltd. (hereinafter  
called 'the Employer') the amount ..... (\*) ..... (in figures and  
words) without any reservation, protest, demand and recourse. Any such demand made by the said  
'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 up to ..... (@).....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..... [Bidders name]  
.....on whose  
behalf guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this  
..... Day .....20..... at .....

Signature.....

Name.....

Designation.....

Bank's Common Seal.....

Power of Attorney No.....

**Note:**

1. (\*) The amount shall be as specified in the NIT/Bidding Documents.  
(\*\*) Write the name and address of the Bidder  
(\*\*\*) 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 days beyond the validity of bid.
  
2. The Bank Guarantee shall be from a bank as per provisions of bidding documents.
  
3. The Stamp Paper of appropriate value shall be as per stamp act purchased in the name of the Bidder/Bank issuing the guarantee.
  
4. 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.
  
5. The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Bidder's Bank to Employer's Beneficiary Bank details of which are given in SPC must be furnished with the BG.

**BANK GUARANTEE VERIFICATION CHECKLIST**

<b>Sl. No.</b>	<b>Details of Checks</b>	<b>Yes/ No</b>
<b>1</b>	Is the BG on Non-judicial stamp paper/ e-stamp paper of appropriate value, as per Stamp Act ?	
<b>2</b>	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 Bidder on whose behalf the BG has been issued. The stamp paper (other than e-stamp paper) should be duly signed by the stamp vendor).	
<b>3</b>	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank?	
<b>4</b>	Has the executing officer of BG indicated his name, designation and Power of Attorney No./ Signing Power No. etc. on the BG?	
<b>5</b>	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?	
<b>6</b>	Does the Bank Guarantee compare verbatim with the Proforma prescribed in the Bid Documents?	
<b>7</b>	Are the factual details such as Bidding Documents No./ Specification No., Amount of BG, validity of BG correctly mentioned in the BG?	
<b>8</b>	Whether overwriting/ cutting, if any on the BG have been properly authenticated under signature & seal of executant?	
<b>9</b>	Whether BG has been issued by a Bank in line with the provisions of Bidding Documents?	
<b>10</b>	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?	

Date :

Name of Authorised Person

Place :

Designation

**BANKS FROM WHICH BANK GUARANTEES FOR ADVANCE / SECURITY DEPOSIT  
TO BE FURNISHED BY BIDDER /CONTRACTOR CAN BE ACCEPTED**

**UPDATED SCHEDULED COMMERCIAL BANK LIST**

**A. STATE BANK OF INDIA**

**B. NATIONALISED BANKS**

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

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

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



भारतीय स्टेट बैंक  
State Bank of India

कॉरपोरेट 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 (Sec'tt.), 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-II/AMT-1/2014-15/370

04.09.2014

Dear Sir,

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

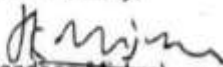
We refer to your letter dated 3<sup>rd</sup> September 2014 wherein you have requested for excluding bidders/vendors of NTPC from insertion of additional Clause restraining assignment/transferability of BG.

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



एन टी पी सी लिमिटेड  
(भारत सरकार का उद्यम)

**NTPC Limited**  
(A Govt. of India Enterprise)

केन्द्रीय कार्यालय/Corporate Centre

Date : 03<sup>rd</sup> September 2014

Ref. No.: NTPC/FC/CS/BG/01  
Deputy General Manager,  
State Bank of India,  
CAG Branch,  
12 th floor, Jawahar Vyapar Bhavan, 1, Tolstoy Marg,  
New Delhi 110 001

Kind Atten: Sh. Sandeep Mishra

Sub: Format of the Bank Guarantee (BG) issued by State Bank of India – reg.

Dear Sir,

NTPC Limited is India's largest Power Company and a 'Maharatna PSU' with a significant presence in the entire value chain of power generation business. The procurement process of NTPC requires its participating Bidders to submit Bank Guarantees (BGs) as Bid security/other securities in a fixed format provided by NTPC.

It has been observed recently that BGs issued by various branches of State Bank of India are inserting the following additional clause.

QUOTE

*Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.*

UNQUOTE

The inclusion of the aforesaid clause in the BGs restricts the rights of NTPC under the BG and it may not be possible for NTPC to accept the aforesaid clause in the BGs submitted to us by our Bidders. It may also be mentioned that incorporation of the above additional clause in the BG results in the BG being returned by NTPC and consequently rejection of the bids of parties that have submitted such BGs.

In view of the above, it is requested that please take up at appropriate levels so that suitable instructions are issued to all your branches not to incorporate any such additional clause and henceforth BGs may be issued strictly as per NTPC format only.

Kindly acknowledge the receipt of this letter

Yours faithfully,

(K.P.Gupta)

General Manager (Finance)

Copy for Kind information: ED(CC&M) for kind info of u.s.

एन टी पी सी लिमिटेड कार्यालय, 7, इन्स्टीट्यूशनल एरिया, लोधी रोड, नई दिल्ली-110003 टेल/टेल. : 24360100, फैक्स/Fax : 011-24361018  
NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003, वेबसाइट/Website : www.ntpc.co.in

**Performance Bank Guarantee (PBG) Format**

(This format shall be required after placement of PO)

**PERFORMANCE SECURITY FORM**

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.....

Date.....

To,

[Owner's Name & Address]

Dear Sirs,

In consideration of the NTPC Ltd., (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s ..... with its Registered/Head Office at (hereinafter referred to as the 'Seller' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a Contract by issue of Purchaser's Order No..... dated ..... and the same having been unequivocally accepted by the seller resulting in a 'Contract' valued at .....for..... (scope of work/contract) and the seller having agreed to provide a contract performance guarantee/Security Deposit of the faithful performance of the entire contract equivalent to **Rs. (amount in words)\*\*** to the purchaser.

We, .....(Name & Address of Bank ).....

having our 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 & assigns), do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Seller to the extent of..... as aforesaid at any time up to..... (\*) without any demur, reservation contest, recourse, or protest and/or without any reference to the Seller. Any such demand made by the Purchaser on the Bank shall be conclusive

and binding notwithstanding any difference between the Purchaser and Seller 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 purchaser and further agrees that this guarantee herein contained shall continue to be enforceable till the purchaser discharges this guarantee.

The Purchaser 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 Contract by the Seller. The Purchaser 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 Seller, 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 Purchaser and the Seller or any other course of remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser 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 purchaser or any other indulgence shown by the Purchaser 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 purchaser 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 seller and notwithstanding any security or other guarantee that the purchaser may have in relation to the seller's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted

to..... and it shall remain in force up to and including ..... (\*)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s..... on whose behalf this guarantee has been given.

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

WITNESS

1) SIGNATURE .....

SIGNATURE .....

NAME .....

NAME .....

OFFICIAL ADDRESS .....

DESIGNATION .....

BANK'S COMMON SEAL

2) SIGNATURE .....

ATTORNEY AS PER POWER OF ATTORNEY NAME

.....

NO.....

OFFICIAL ADDRESS .....

DATE .....

**NOTE :**

1. (\*) The Date will be Three Months beyond the expiry of the Contract as specified in the order.  
  
(\*\*) Security deposit @ 10 % of GeM order value  
The Bank Guarantee shall be from a bank as per provisions of bidding documents.
2. 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 along with the Bank Guarantee.
3. The Stamp paper of appropriate value shall be purchased in the name of guarantee issuing bank or the party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on non-judicial Stamp paper of appropriate value as per Stamp act prevailing in the States where the BG is to be submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher.
4. The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Supplier's Bank to Employer's Beneficiary Bank details of which are given in GPC must be furnished with the BG.

5. PROFORMA FOR EXTENSION OF BANK GUARANTEE

Ref. No. :

Dated : .....

To

NTPC Ltd.,

.....

.....

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/months 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 .....

Date.....

Seal of Bank

**Note:** 1. The extension of the Bank Guarantee should be forwarded to the Unit/ Project/  
Corporate Centre, from where the extension has been sought.

2. The extension of 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.