

## SECTION - III

### BID DATA SHEET (BDS)

The following bid specific data for the Plant & Equipment to be procured, shall amend and/or supplement the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

BDS Item No.	ITB Clause Ref. if any	BID DATA SHEET (BDS)
		<b>A. INTRODUCTION</b>  Bidders are required to go through the Guidelines provided at following e-tender portal:  E-Tender Portal: <a href="https://eprocurementpc.nic.in/nicgep/app">https://eprocurementpc.nic.in/nicgep/app</a>
1.0	ITB 1.1 and 2.2	Name of the Package: <b>Carbonated Fly Ash Brick (C-Brick) Plant of 2 Lakh per Day Capacity at NTPC Ramagundam</b>  Name of the Employer: NTPC Limited, NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi – 110003
		<b>B. THE BIDDING DOCUMENTS</b>
2.0	ITB 5.1 and 18.3	<b>Address of the Employer for Communication:</b>  Contract Services NTPC Limited, 6th Floor, Engg. Office Complex, Plot A-8A, Sector 24, Noida-201301 State of U.P., India  Telephone No. 9771440920 Phone: 0120-494-6550/ 6520 E-mail: <a href="mailto:ravikumar04@ntpc.co.in">ravikumar04@ntpc.co.in</a> / <a href="mailto:abhishekjain02@ntpc.co.in">abhishekjain02@ntpc.co.in</a>
		<b>C. PREPARATION OF BIDS</b>
3.0	Not applicable	
4.0	ITB 8.1.2 (a)	<b>Qualification Requirements for Bidders: Enclosed at Annexure-A to BDS</b>
4.1		Bids not meeting the requirements as stated above shall be rejected

BDS Item No.	ITB Clause Ref. if any	BID DATA SHEET (BDS)
4.2		<p>Bidders are required to furnish the details of the past experiences based on which selection is to be made as per format enclosed in the bidding documents for the same and enclose relevant documents like copies of authentic work order, completion certificate, agreements etc. supporting the details/data provided in the format. No claims without supporting documents shall be accepted in this regard. However, if any of the reference work pertains to the Contract(s)/Works executed by Bidder for NTPC or Subsidiary / JV companies of NTPC in the past then in respect of such Contract(s)/Works Bidder shall not be required to enclose Client Certificate (s) along with its bid.</p> <p>i. Not Applicable</p> <p>ii. Not Applicable</p> <p>iii. All other bidders, who are required to submit the details of the past experiences, shall submit all the documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements, Client Certificates etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA).</p> <p>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.</p> <p>Such bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at Appendix ... to Attachment-3A (Undertaking from Statutory Auditor) and/ or Appendix ... to Attachment-3A (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.</p> <p>iv. In case documents are certified &amp; verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the TPIAs as mentioned at NTPC tender website (<a href="https://ntpctender.ntpc.co.in/">https://ntpctender.ntpc.co.in/</a>) under “Policy for Document Authentication Process in Tenders of NTPC Ltd” tab. However, Bidders must verify the accreditation validity of the designated TPIA before proceeding to engage them for document certification.</p> <p>The following website may be referred for contact details and accreditation validity of above mentioned TPIAs:</p> <p><a href="https://nabcb.qci.org.in/inspection-body/">https://nabcb.qci.org.in/inspection-body/</a></p>

BDS Item No.	ITB Clause Ref. if any	BID DATA SHEET (BDS)
		<p>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</p> <p>v. The Bidder shall be responsible to get their documents/ credentials in support of Qualifying Requirements verified &amp; 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.</p>
4.3		The Employer also reserves the right to assess the capacity and capability of the bidder/ collaborator to satisfactorily execute the contract. Such assessment shall include but not limited to the evaluation of adequacy of facilities services, resources, design/engineering capacity & financial capability.
4.4	ITB 8.1.2(a)	<p>Whether Joint Ventures are permitted : No</p> <p>Whether Associate/Collaborator permitted : No</p>
4.5	ITB 22.1	<p>The reference plants whose details have been declared as per the specified format in the relevant attachment <b>[i.e Attachment No.-3A-1]</b> shall only be considered to ascertain the bidder's compliance to the specified Qualifying Requirement (QR). Bidders wishing to provide additional reference plants are required to declare the same in similar format which shall be additionally attached. However, bidders are <b>not permitted to quote more than three times</b> the number of plants for this purpose in <b>Attachment-3A-1</b> to Bid Form (Section-VII, Part 1 of 2).</p> <p>The Employer at its discretion may seek any clarification and/or documentary evidence only for the reference plants as mentioned above. However, no change or substitution of the reference plants by new/additional plant for conforming to the specified Qualifying Requirement shall be sought, offered or permitted.</p>
4.6 a	ITB 8.1.1 (f)	<p><b>Add Attachment-3M : Technology Licence agreement</b></p> <p>With reference QR clause 1.1.1 bidder shall be required to furnish technology Licence agreement.</p>
4.6 b	ITB 8.1.2 (f)	<b>Attachment 8A:</b> Functional Guarantees
4.7	ITB 8.1.2 (j)	<p><b>ATTACHMENT 11: Declaration regarding Local Content in Bid Price:</b></p> <p>ONLY "CLASS-I LOCAL SUPPLIERS" ARE ELIGIBLE TO PARTICIPATE IN THIS TENDER.</p>

<b>BDS Item No.</b>	<b>ITB Clause Ref. if any</b>	<b>BID DATA SHEET (BDS)</b>
	8.1.2 (k)	<b>Attachment 12: Technical Data Sheet:</b> Not Applicable.
4.8	ITB 8.2.1 (iii)	Attachment 3P: Functional Guarantees: Functional Guarantees, if any, shall be as per Technical Specifications.
5.1	ITB 10.3	<p><b>Schedule No. 4</b></p> <p>Installation Services including Erection and Civil/Structural Works (as applicable), Insurance covers other than inland transit insurance, O&amp;M of the plant, Safety Aspects/Compliance to Safety Rules and other services as specified in the bidding documents.</p> <p><b>Schedule No. 8B:</b> Not Applicable</p> <p><b>Schedule No. 5</b>      Grand Summary: Shall appear in the price bid BOQ excel under tab BOQ1.</p> <p><b>Schedule No. 6</b>      Recommended Spare Parts: Not Applicable</p> <p><b>Schedule No. 8A</b>      Deleted</p> <p><b>Schedule No. 8B</b>      Break up of Type Tests charges quoted in Schedule-2: Not required to be quoted separately. Price of Type Test shall be included in the Schedule 2 price.</p> <p><b>Schedule No. 9</b>      Schedule of Takeout Price: Not Applicable</p> <p><b>Schedule No. 10</b>      Schedule of Unit Rates: Not Applicable</p> <p><b>Schedule No. 11</b>      Schedule of Optional Items/Services: Not Applicable</p>
5.2	ITB 10.4(d) (i)	<p>For Installation Price Component (excluding Civil/Structural works price)</p> <p>Minimum Percentage: 15%</p> <p>Maximum Percentage: 25%</p>
5.3	ITB 10.4(d) (ii)	<p>For Civil (including site fabricated steel structure) works price component</p> <p>Minimum Percentage: 15%</p> <p>Maximum Percentage: 25%</p>

<b>BDS Item No.</b>	<b>ITB Clause Ref. if any</b>	<b>BID DATA SHEET (BDS)</b>
5.4	ITB 10.4(d) (iii)	Amount linked to Safety Aspects/ compliance to Safety Rules  Minimum Percentage: 2.5 %
5.5	ITB 10.4(d)(iv)	Add new ITB clause 10.4(d)(iv) as under:  Bidders are advised to price their bids in such a manner that price for Operation & Maintenance (O&M) component of the bid price ( including Lime supply) should not be less than 10% of the total Ex-Works Price of Main Equipment.  <b>In case, the Bid Price for O&amp;M (including Lime supply) is less than the aforesaid minimum percentage (i.e. &lt;10%), the Contract Performance Guarantee for Second Contract shall be kept valid 90 days beyond completion of O&amp;M along with Performance Guarantee for O&amp;M.</b>
6.0	ITB 12.1	Amount of Bid Security: amount <b>INR 2,00,00,000/- (Indian Rupees Two Crores only)</b>
6.1	ITB 12.2	Name of the Banks are specified at <b>Annexure-I</b> to BDS
		<b>D. SUBMISSION OF BIDS</b>
7.0	ITB 15.1.2 & 16.2	The documents to be furnished in physical form shall be addressed and submitted to the following address:  <b>Sr. Manager (CS) / AGM (CS)</b> <b>NTPC Limited</b> <b>6th Floor, Engg. Office Complex,</b> <b>Plot A-8A, Sector 24,</b> <b>Noida-201301</b> <b>State of U.P. India</b>  Telephone No. 9771440920 Phone: 0120-494-6550/ 6520 E-mail: <a href="mailto:ravikumar04@ntpc.co.in">ravikumar04@ntpc.co.in</a> / <a href="mailto:abhishekjain02@ntpc.co.in">abhishekjain02@ntpc.co.in</a>
8.0	ITB 16.1	Deadline for Bid Submission- as indicated at e-Tender Portal.
		<b>E. BID OPENING AND EVALUATION</b>
9.0	ITB 19.1.1	Location of Bid Opening  Contract Services NTPC Limited Sixth Floor, Engineering Office Complex, A-8A, Sector-24, NOIDA-201301, State of U.P. INDIA  <b>Date and Time for Techno-Commercial Bid Opening:</b>  Please refer e-Tender Portal.

BDS Item No.	ITB Clause Ref. if any	BID DATA SHEET (BDS)	
		<b>Date and Time of Opening of Price Bid:</b> Shall be intimated separately by the Employer.	
10.0	ITB 19.2.4	Whether Reverse Auction applicable : <i>NO</i>	
11.0	ITB 34.0	Time to complete the facilities from the date of Notification of Award: <b>18 Months</b>	
		<b>SR. NO.</b>	<b>ACTIVITIES / MILESTONE</b>
		<b>PERIOD IN MONTHS FROM NOA</b>	
		<b>START</b>	<b>FINISH</b>
		1.	Submission of Engineering drawing & documents after detailed engineering
		2.	Site Mobilization
		3.	Foundation and Civil works
		4.	Supply of Equipment & BOP
		5.	Completion of Erection
		6.	Commissioning & PG Test
		0	4
		2	6
		2	10
		2	14
		4	15
		16	18
		<p>The program for supplying, installing, commissioning, completing the facilities and site delivery of all Mandatory Spares covered in the package shall be in the form of Master Network identifying the Key phases in various areas of total works, like design, procurement, manufacture and field activities including civil construction and erection works. In addition, key milestone dates (10-15 nos.) shall also be identified for the complete facilities under the package. The Master Network shall conform to the following schedule dates for the key milestones.</p>	
11.1	ITB 34.0	<p>The successful bidder shall be required to submit a detailed integrated PERT Network (L2 Schedule) matching with the above work schedule. The L2 Schedule shall, inter-alia, include at least following activities for each systems listed above, showing their inter-relationship and duration so as to meet the above-mentioned milestone details.</p> <p>(i) Milestones to be incorporated in L2 Network to be submitted:</p> <ol style="list-style-type: none"> <li>1. Ordering on sub vendor (wherever applicable)</li> <li>2. Start of engineering</li> <li>3. Completion of engineering</li> <li>4. Start of manufacturing/fabrication</li> <li>5. Completion of manufacturing/fabrication</li> <li>6. Commencement of Supplies</li> <li>7. Completion of supplies of all items</li> <li>8. Completion of site delivery of mandatory spares.</li> </ol>	

BDS Item No.	ITB Clause Ref. if any	BID DATA SHEET (BDS)
		<p>9. Readiness of Type Test  10. Completion of Type Test  11. Commencement of Civil works  12. Completion of Civil works  13. Start of Erection  14. Completion of Erection</p> <p>The master network and the key milestone dates will be discussed with the successful Bidder and agreed upon after the issue of Notification of Award. Engineering Drawing and Data Submission Schedule shall also be discussed and finalised after the issue of Notification of Award.</p> <p>After the Notification of Award, the contractor shall plan the sequence of work of manufacture, supply and erection to meet the above stated dates of successful completion of facilities and shall ensure all work, manufacture, shop testing, inspection and shipment of the equipment in accordance with the required construction/ erection sequence.</p>
12.0	ITB 25.2 (IV) & 25.3	The bid evaluation factor: Not Applicable
12.1	ITB 25.3	<p>Type of Transaction and Source of exchange rates: Bills Selling Exchange Rate established by STATE BANK OF INDIA</p> <p>Date of exchange rate: Deadline set for submission of Bids</p>
12.2	ITB 25.3.1	Specific Additional Criteria- Not Applicable
13.0	ITB 31.1	<p>Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish performance securities for three percent (03%) of Contract Price for all the contracts excluding price towards Operation &amp; Maintenance (O&amp;M) and lime supply and in the form provided in the section "Forms and Procedures" of the bidding documents.</p> <p>In addition to the above Contract Performance Securities, Bidder is required to furnish separate Contract Performance Security for 10% of the total price towards O&amp;M and Lime supply with a validity upto 90 days beyond the end of O&amp;M period.</p> <p>The performance security towards O&amp;M and Lime supply shall be furnished prior to the commencement of O&amp;M Period of the Contract and shall be released on expiry of 90 days after successful completion of O&amp;M and on certification of the same by the Project Manager at site.</p> <p>The Contract Performance Securities for due performance of the Contract (i.e. three percent (03%) of Contract Price for all the contracts excluding price towards O&amp;M and Lime supply shall be released after completion of Defects Liability Period of the Contract and on receipt of Contract Performance Security for O&amp;M.</p>
14.0	ITB 38.0	Address for pre-bid conference:
Carbonated Fly Ash Brick (C-Brick) Plant of 2 Lakh per Day Capacity at NTPC Ramagundam		SECTION - III (BDS)
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BDS Item No.	ITB Clause Ref. if any	BID DATA SHEET (BDS)
		<p>NTPC Ramagundam, P.O. Jyothinagar, Dist. Karim Nagar-505 215, Telangana</p> <p>The pre-bid conference shall be held at Employer's address mentioned above on the date(s) specified in e-Tender Portal.</p> <p>In addition, bidder's representative may join the pre-bid conference the online meeting link, at the date and time mentioned at e-tender portal:</p> <p><a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWJiM2ExYTgtOTA2Ny00ZjcyLWJkZWYtOWIwNjk0YzlmMTFj%40thread.v2/0?context=%7b%22Tid%22%3a%222c631f90-6a65-4bb3-a626-c0f6f5790a9a%22%2c%22Oid%22%3a%22b96a281a-6209-4298-86b5-ca7ffa480e1e%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWJiM2ExYTgtOTA2Ny00ZjcyLWJkZWYtOWIwNjk0YzlmMTFj%40thread.v2/0?context=%7b%22Tid%22%3a%222c631f90-6a65-4bb3-a626-c0f6f5790a9a%22%2c%22Oid%22%3a%22b96a281a-6209-4298-86b5-ca7ffa480e1e%22%7d</a></p>
		<b>G. Other Instructions</b>
15.0	ITB 39.0	<b>Integrity Pact: Applicable</b>
16.0	ITB 40.0	<p><b>Independent External Monitors (IEM)s: <i>Applicable</i></b></p> <p>Documents such as Letter of Undertakings, Deed of Joint Undertakings etc. which are specified to be furnished on Non-Judicial stamp paper of appropriate/ requisite value, shall be stamped as per Indian Stamp Act.</p>
17.0	New Clause ITB	<p><b>Royalty</b></p> <p>The Bid Price shall be inclusive of any Royalties or Seigniorage Fee or Cess or other charges payable on the quarried or mined metal, minerals, or minor minerals, as the case may be, at the rate(s) prevailing as on seven (7) days prior to the deadline set for Price Bid submission.</p>
18.0	ITB clause 37.1	The version of Policy for Debarment from Business dealings presently followed by NTPC is Rev.04.
19.0	New Clause	<p><b>Performance Security</b></p> <p>Performance Security/Security Deposit amount up to Rs. 1,00,000/- (Rupees One Lac only), must be submitted through Electronic Fund Transfer (EFT) only. In such cases the provisions pertaining to submission of e-BG/Bank Guarantee (BG)/ Insurance Surety Bond towards performance security will not be applicable. However, depositing of Performance Security/Security Deposit by deducting requisite percentage of amount from RA bills, if specified in the bidding documents, will be applicable.</p> <p>In addition, in case a contractor/its assignee/collaborator/associate/JV Partner (if applicable), chooses to submit BG against performance securities, such BG will be mandatorily submitted in the form of e-BG, and no physical BG will be accepted.</p>



BDS Item No.	ITB Clause Ref. if any	BID DATA SHEET (BDS)
20.0	General	<p>Account Detail for Offline submission of Tender Fee and EMD</p> <p><b>A. DETAILS OF ACCOUNT HOLDER: -</b></p> <p>Name of Account Holder: NTPC LIMITED</p> <p><b>Complete Contact Address:</b> NTPC Bhawan, Core-7, Scope Complex, 7 Institutional Area, Lodhi road, New Delhi-110003</p> <p>E-mail Id: <a href="mailto:receipts@ntpc.co.in">receipts@ntpc.co.in</a></p> <p><b>B. BANK DETAILS: -</b></p> <p>Name of the Bank: STATE BANK OF INDIA</p> <p><b>Address of the Bank with email id:</b> State Bank of India CAG II Branch 5th Floor Redfort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi- 110001 <a href="mailto:cs.cagdel@sbi.co.in">cs.cagdel@sbi.co.in</a></p> <p><b>Type of Bank Account:</b> CURRENT ACCOUNT</p> <p><b>C. CUSTOMER DETAILS: -</b></p> <p>Customer/Vendor Code: 05000355 Customer/Vendor Name: NTPC EOC Business Area (Project): 1001</p> <p><b>D. VIRTUAL BANK ACCOUNT DETAILS FOR THE ABOVE CUSTOMER: -</b></p> <p><b>NTPC Bank Account No.:</b> NTPCPY050003551001 <b>IFSC Code</b> : SBIN0017313</p>

**ANNEXURES ENCLOSED WITH BDS**

**ANNEXURE-I:** LIST OF BANKS FOR BANK GURANTEE

**Annexure-II:** Preference to Make In India and granting of purchase preference to local suppliers

**Annexure-III:** Format of Undertaking (To be sent by Issuing Bank through official email-ID)

**QUALIFYING REQUIREMENTS for  
Design and Set Up of 'Carbonated Fly Ash Brick (C-Brick) Plant of 2 Lakh per day capacity'  
at NTPC Ramagundam**

1.0.0 In addition to the requirements stipulated under section Instruction to Bidder (ITB), the bidder should also meet the qualifying requirements stipulated here under:

**TECHNICAL CRITERIA**

**1.1.0**

a) The Bidder should be an Engineering, Procurement and Construction (EPC) organization and should have executed in the last 10 years from the last day of month previous to one in which NIT has been invited, industrial projects on EPC basis (with or without civil works) in the area of Power / Process industry/ Fly Ash brick plant/ Coal handling plant /Ash Handling Plant/ Autoclave Aerated Concrete [AAC] Plant/CCU (Carbon Capture & Utilisation) plant, with a cumulative value of such project(s) ₹183 Crore (One Hundred Eighty Three Crore Only) or more with individual contract value of such project(s) not less than ₹61 Crore (Sixty One Crore only).

AND

b) The bidder should have valid agreement with technology licensor or with an entity having the right to use the technology. Such technology licensor or entity should have successfully Engineered/Designed a CO<sub>2</sub> capture plant of minimum 20 TPD capacity and that CO<sub>2</sub> Capture Plant should have been commissioned at least six months prior to the date of techno-commercial bid opening with at least one month of successful operation.

1.1.1 In such a case, the Bidder should furnish an agreement executed by the Bidder and the agency complying with the requirements mentioned in Cl 1.1.0(b) as per the format enclosed in the bidding documents. The agreement should be submitted along with the Techno-Commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.

**Notes for Clause 1.1.0**

- a. Technology License agreement/ Agreement for Right to Use of Technology shall be valid at least three years from the date of Techno-commercial bid opening or till the end of defect liability period of the contract or the completion of O&M period, whichever is later.
- b. The specified value of executed work is excluding any taxes and duties.
- c. The word "executed" in Clause 1.1.0(a) means the Bidder should have commissioned the plant(s) within the specified period even if the contract has been started earlier and/ or is not closed.
- d. In case a bidder submits two or more bids with separate Technology Providers, all such bids shall be rejected. A Technology Provider can tie-up with multiple bidders.
- e. The Bidder shall also be considered qualified in case the award for executing the reference works has been received by the Bidder either directly from the owner of the plant or any other intermediary. However, a certificate from the owner of the plant shall be furnished by the Bidder along with the Techno- Commercial bid for the successful operation criterion as specified at clause 1.1.0 (a).

- f. If the Value of the reference works indicated in clause 1.1.0 (a) is in foreign currency, SBI Bill Selling exchange rate as on the date of award of the reference work shall be considered. In case the exchange rate as on the date of award is not available, the exchange rate as on the next available day shall be considered.

## **2.0.0 FINANCIAL CRITERIA**

2.1 The Average Annual Turnover of the Bidder should not be less than Rs. 122 Crore (Rupees One Hundred Twenty Two Crore Only ) during the preceding three (3) completed financial years as on the date of Techno-Commercial bid opening.

2.2 In case a Bidder does not satisfy the average annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as 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 the Holding Company's 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.

2.3 Net worth should not be less than 100% (hundred percent) of the bidder's paid up share capital as on the last day of the preceding financial year. In case the Bidder does not meet the Net worth criteria on its own, it can meet the requirement of Net worth based on the strength of its Subsidiary (ies) and/or Holding Company and/or Subsidiaries of its Holding companies wherever applicable. In such a case, however the Net worth of the Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% (hundred percent) of their total paid up share capital. However individually, their Net worth should not be less than 75% (seventy five percent) of their respective paid-up share capitals.

Net worth in combined manner shall be calculated as follows:

$$\text{Net worth (combined)} = (X1+X2+X3) / (Y1+Y2+Y3) \times 100$$

Where X1,X2,X3 are individual Net worth which should not be less than 75% of the respective paid up share capitals and Y1,Y2,Y3 are individual paid up share capitals.

2.4 In case the Bidder is not able to furnish its audited financial statements on standalone 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:

- (i) Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company.
- (ii) A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed with the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated financial statements of the Holding Company.

In cases where audited results for the last 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 a 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 Clause 2.0:**

- i. Net worth means the sum total of the paid up share capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but do not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- ii. Other income shall not be considered for arriving at annual turnover.
- iii. "Holding Company" and "Subsidiary" shall have the meaning ascribed to them as per Companies Act of India.
- iv. For Annual Turnover indicated in foreign currency, the exchange rate as on seven (7) days prior to the date of Techno-Commercial bid opening shall be used.

**SUBMISSION OF BANK GUARANTEE**

**UPDATED SCHEDULED COMMERCIAL BANK LIST**

**A SCHEDULED PUBLIC SECTOR BANKS**

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

**B SCHEDULED PRIVATE BANKS (INDIAN BANKS)**

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

**C SCHEDULED FOREIGN BANKS**

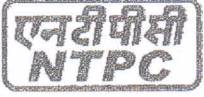
- 1 AB Bank PLC
- 2 American Express Banking Corporation
- 3 Australia & Newzealand Banking Group Limited
- 4 Barclays Bank Plc
- 5 Bank of America
- 6 Bank of Bahrain & Kuwait B.S.C.
- 7 Bank of Ceylon

- 8 Bank of China Limited
- 9 Bank of Nova Scotia
- 10 BNP Paribas
- 11 Citi Bank NA
- 12 Cooperatieve Rabobank U.A./ Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.
- 13 Crédit Agricole Corporate and Investment Bank
- 14 CTBC Bank Co Ltd
- 15 DBS Bank India Limited (Subsidiary of DBS Bank Ltd.)
- 16 Deutsche Bank A.G.
- 17 Doha Bank Q.P.S.C
- 18 Emirates NBD Bank P.J.S.C.
- 19 First Abu Dhabi Bank PJSC
- 20 FirstRand Bank Ltd
- 21 Hong Kong and Shanghai Banking Corporation Limited
- 22 Industrial & Commercial Bank of China
- 23 Industrial Bank of Korea
- 24 J.P. Morgan Chase Bank N.A.
- 25 JSC VTB Bank
- 26 KEB Hana Bank
- 27 Kookmin Bank
- 28 Mashreqbank P.S.C.
- 29 Mizuho Bank Ltd
- 30 MUFG Bank, Ltd
- 31 NatWest Markets Plc
- 32 NongHyup Bank
- 33 PT Bank Maybank Indonesia TBK
- 34 Qatar National Bank (Q.P.S.C.)
- 35 Sberbank
- 36 SBM Bank (India) Limited (Subsidiary of SBM Group)
- 37 Shinhan Bank
- 38 Societe Generale
- 39 Sonali Bank PLC
- 40 Standard Chartered Bank
- 41 Sumitomo Mitsui Banking Corporation
- 42 United Overseas Bank Ltd
- 43 UBS AG
- 44 Woori Bank

## **D SMALL FINANCE BANKS**

- 1 AU Small Finance Bank Limited
- 2 Capital Small Finance Bank Limited
- 3 Equitas Small Finance Bank Limited
- 4 ESAF Small Finance Bank Limited
- 5 Suryoday Small Finance Bank Limited
- 6 Ujjivan Small Finance Bank Limited
- 7 Utkarsh Small Finance Bank Limited
- 8 North East Small Finance Bank Limited
- 9 Jana Small finance Bank Limited
- 10 Shivalik Small Finance Bank Limited
- 11 Unity Small Finance Bank Limited,

\* 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 this Annexure-I to BDS.



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 of 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 भवन स्कोप कॉम्प्लेक्स, 7, इंस्टीट्यूशनल एरिया, लोधी रोड, नई दिल्ली-110003 टेल/Tel.: 24360100, फैक्स/Fax : 011-24361018  
NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003, वेबसाइट/Website : www.ntpc.co.in



**भारतीय स्टेट बैंक**  
**State Bank of India**

कॉर्पोरेट लेखा समूह शाखा, जवाहर व्यापार भवन,  
11-12 वां तल, 1, टॉलस्टोय मार्ग, नई दिल्ली-110 001

Corporate Accounts Group Branch, Jawahar Vyapar Bhawan,  
11th & 12th Floor, 1, Tolstoy Marg, New Delhi-110 001

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

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

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

04.09.2014

Dear Sir,

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

We refer to your letter dated 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**



**Sub: Preference to Make In India and Eligibility for Participation/ granting of Purchase Preference to Class-I local suppliers- regarding**

It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of Goods and Services in India with a view to enhancing income and employment. In this regard, the following guidelines, concerning the procedure to be adopted for granting Eligibility for Participation/purchase preference to local suppliers, are hereby issued:

**1.0 Definitions:**

- a) **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (including all customs duties) as a proportion of the total value, in percent.
- b) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed.

**'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier'.

**'Non-Local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.

- c) **'L1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- d) **'Margin of purchase preference'** means the maximum extent to which the evaluated bid price of a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.
- e) **Fraud Prevention Policy** – shall mean the policy related to prevention of fraud displayed on NTPC tender website <http://www.ntpctender.ntpc.co.in/>
- f) **Policy & Procedure for Debarment from Business Dealings** – shall mean the policy related to Debarment from Business Dealings forming part of Bidding Document.

## **1.1 Minimum Local Content**

- 1.1.1 The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 80%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.

## **2.0 Eligibility for Participation:**

Only Class-I local suppliers are eligible to Bid. Bids received (if any) from Class-II Local Supplier / Non Local Supplier shall be out rightly rejected.

3.0 Not Applicable

4.0 Deleted

## **5.0 Verification of Local Content:**

5.1 The 'Class-I local supplier'/ 'Class-II local supplier' 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'/ 'Class-II local supplier' and shall give details of the location(s) at which the local value addition is made.

5.2 In case the total bid price of the supplier / bidder is in excess of INR 10 crore, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.

In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration.

5.3 Deleted

5.4 False declarations will be dealt in line with the Fraud Prevention Policy and Policy & Procedure for Debarment from Business Dealings of NTPC.

5.5 In case of false declaration / violation of the provision of PPP-MII Order, if a bidder has been debarred / banned by NTPC, then the fact and duration of debarment should be promptly brought to the notice of the Member-Convenor of the Standing Committee (as per para 16 of PPP-MII Order) and the Department of Expenditure through Ministry of Power, GOI.

5.6 A supplier who has been 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) shall not be eligible for evaluation/preference, as applicable@ , under the aforesaid procedures for duration of the debarment. The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to furnish a confirmation in this regard in the Bid Form/relevant Attachment of Techno- Commercial Bid

*@ In case of debarment by NTPC- Such Supplier shall not be eligible for evaluation, in case of debarment by any other entity except NTPC- Such Supplier shall not be eligible for preference.*

## **6.0 Local Sourcing**

**6.1 The Bidder/its Sub-vendors must be Class-I local supplier for Item(s) mentioned in Technical Specifications, as applicable, in case such item(s) are Self Manufactured/ Bought-out.**

**6.2 The Bidder / Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract / package from domestic suppliers / service providers. In this regard, Bidder shall also follow guidelines / advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.**

**Annexure-III to BDS**

**Format of Undertaking  
(To be sent by Issuing Bank through official email-ID)**

From: [xxxbank@xx.in](mailto:xxxbank@xx.in)

To: [xxx@ntpc.co.in](mailto:xxx@ntpc.co.in)

We have issued BG No. .... dated ..... for an amount of Rs. .... on behalf of .....[Name of Bidder] towards Bid Security / EMD for Tender No. .... in favour of ..... [Name of Employer].

Please find enclosed the soft copy of the Bank Guarantee and SFMS acknowledgement. This SFMS is sent on ..... (date).

Any demand / claim made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder till the validity period mentioned in the Bank Guarantee.

However, in absence of the physical copy of aforementioned BG with the Employer, we undertake that Employer's demand / claim will be binding and conclusive on us without the physical copy of aforementioned BG till fourteen (14) days from the due date of submission of Techno-Commercial bids.

We undertake not to cancel the aforementioned BG No. .... without written consent / instruction from Employer.

(Name of Bank Official)

Authority No. ....