

AMENDMENT No.01 to Bid Document Ref. NVVN/C&M/RE-123/2021-22 for ANDAMAN NICOBAR GAS POWER PROJECT (50 MW)

NOTE: This Amendment supersedes the Earnest Money Deposit details mentioned in GePNIC Portal, if any bidder does not abide by the clauses of this amendment, there bid is liable to be rejected.

S. No.	Section / Clause No.	Existing Provision	Amended / Added Provision
01	IFB Clause 4	<p><i>All bids must be accompanied by “Bid Security Declaration” in lieu of Bid Security in the form as stipulated in the Bidding Documents.</i></p> <p>ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE “BID SECURITY DECLARATION” IN A SEPARATE SEALED ENVELOPE SHALL BE REJECTED BY THE EMPLOYER AS BEING NON-RESPONSIVE AND SHALL NOT BE OPENED.</p>	<p><i>All bids must be accompanied by Bid Security for an amount of INR 5,00,00,000/- (Indian Rupees Five Crore only) in the form as stipulated in the Bidding documents. The same shall be submitted offline in physical form prior to bid submission end date and time.</i></p> <p>ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY IN SEPARATE SEALED ENVELOPE SHALL BE REJECTED BY THE EMPLOYER AS NON-RESPONSIVE AND SHALL NOT BE OPENED.</p>
02	IFB Clause 9	<p>Issuance of bid documents to any Bidder shall not construe that such bidder is considered to be qualified. Bids shall be submitted online and opened at the address given below in the presence of Bidder’s representatives who choose to attend the bid opening. Bidder shall furnish Bid Security Declaration, No Deviation Certificate, Letter of Undertaking / Deed of Joint Undertaking / Joint Venture (as applicable), Integrity Pact and Power of Attorney separately offline as detailed in Bidding Documents by the stipulated bid submission closing date and time at the address given below.</p>	<p>Issuance of bid documents to any Bidder shall not construe that such bidder is considered to be qualified. Bids shall be submitted online and opened at the address given below in the presence of Bidder’s representatives who choose to attend the bid opening. Bidder shall furnish Bid Security, No Deviation Certificate, Letter of Undertaking / Deed of Joint Undertaking / Joint Venture (as applicable), Integrity Pact and Power of Attorney separately offline as detailed in Bidding Documents by the stipulated bid submission closing date and time at the address given below.</p>
03	ITB Clause 8.1.1(a)	<p>“Attachment 1: Bid Security Declaration</p> <p>Bid security Declaration shall be furnished in accordance with ITB clause 12.”</p>	<p>“Attachment 1: Bid Security</p> <p>Bid security shall be furnished in accordance with ITB clause 12.”</p>

04	8.1.1 (d)	<p>Power of attorney(s), duly notarized by Notary Public, indicating that the person(s) signing the documents on behalf of Associate(s)/ collaborator(s)/ executants(s) of JV Agreement have the authority to sign the same and the said documents are binding upon them during the full period of its validity.</p> <p>(The Authority of the person issuing the Power of Attorney shall also be submitted.) It may be noted that notarized Power of Attorney is to be submitted offline in physical form along with Bid Security declaration, Tender Fee, No Deviation Certificate and other physical documents. Scanned copy to be uploaded on GePNIC e-tendering portal https://eprocurentpc.nic.in.</p>	<p>Power of attorney(s), duly notarized by Notary Public, indicating that the person(s) signing the documents on behalf of Associate(s)/ collaborator(s)/executants(s) of JV Agreement have the authority to sign the same and the said documents are binding upon them during the full period of its validity.</p> <p>(The Authority of the person issuing the Power of Attorney shall also be submitted.) It may be noted that notarized Power of Attorney is to be submitted offline in physical form along with Bid Security, Tender Fee, No Deviation Certificate and other physical documents. Scanned copy to be uploaded on GePNIC e-tendering portal https://eprocurentpc.nic.in.</p>
05	ITB Clause 12	<p>12.0 Bid Security Declaration</p> <p>12.1 <i>The Bidder shall furnish, as part of its Bid, a Bid Security Declaration in a separate envelope.</i></p> <p>12.2 <i>The format of the Bid Security Declaration shall be in accordance with the form of bid security declaration included in the Bidding Documents.</i></p> <p>12.3 <i>Wherever Bids under Joint Venture route are permitted as per the Qualifying Requirements in the Bidding Documents, the Bid Security Declaration by the Joint Venture must be on behalf of all the partners of the Joint Venture.</i></p> <p>12.4 <i>The Bid Security Declaration in Original shall be</i></p>	<p>12.0 Bid Security</p> <p>12.1 The bidder shall furnish, as a part of its bid, a bid security in the amount and currency as stipulated in the Bid Data Sheet.</p> <p>12.2 The Bid Security shall, at the Bidder's option, be in the form of a Crossed Demand Draft/Pay Order/ Banker's Cheque or a Bank Guarantee from any of the banks specified in the in Annexure-I to Bid Data Sheet.</p> <p>The format of Bank Guarantee towards Bid security shall be in accordance with the form of bid security included in the Annexure I. The Bid Security shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension of bid validity subsequently requested under ITB Sub-Clause 13.2.</p>

		<p><i>submitted in a separate sealed envelope before the stipulated bid submission closing date and time. In case acceptable Bid Security Declaration in a separate sealed envelope is not received then online Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</i></p>	<p>The Bidders at their option may also submit the Bid Security amount through E-Payment by Credit Card/Debit card/Net Banking into the bank account of NVVN provided on the GePNIC e-tender portal. Upon successful e-payment on the portal, an e-receipt shall be generated by the system, a copy of which is to be submitted by the bidder along with the bid as a proof of e -payment of Bid Security.</p> <p>12.3 Whenever Bids under Joint Venture route are permitted as per Qualifying Requirement in the Bidding Documents, the Bid Security of the Joint Venture must be on behalf of all the partners of the Joint Venture.– NOT APPLICABLE</p> <p>12.4 The Bid security in original and extension of bid security, if any, shall be submitted in a separate sealed envelope.</p> <p>Any bid not accompanied by an acceptable Bid Security in a separate sealed envelope shall be rejected by the Employer as being non-responsive and shall not be opened.</p> <p>12.4.1 Confirmation of BG through Structured Financial Messaging System (SFMS)/SWIFT</p> <p>While issuing the physical BG, the Bidder's Bank shall also send electronic message to Employer's Beneficiary Bank whose details are provided in BDS through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India).</p>
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			<p>(ii) to furnish the required Contract Performance Security, in accordance with ITB Clause 34.</p> <p>(e) if the bidder/ his representatives commit any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC.</p> <p>(f) In case the Bidder / Contractor is disqualified from the bidding process in terms of Section 3 & 4 of Integrity Pact.</p>
06	ITB Clause 15.1 (a)	(i) <i>The bid security declaration furnished in accordance with ITB Clause 12 shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT-1: BID SECURITY DECLARATION".</i>	(i) The bid security shall be sealed in a separate envelope duly marking the envelope as " ATTACHMENT-1: BID SECURITY.
07	ITB Clause 15.2 (C) (i)	Attachment 1: Bid Security Declaration	Attachment 1: BID Security / Earnest Money Deposit (scanned copy)
08	ITB Clause 16.1	<p>Bids must be submitted online no later than the time and date stated in the Bid Data Sheet.</p> <p>Original Bid Security Declaration, Tender Fee, Power of Attorney, Integrity Pact, Letter of Undertaking / Deed of Joint Undertaking (as applicable) and No Deviation Certificate shall be submitted in physical form before stipulated bid submission time at the address specified in BDS. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</p>	<p>Bids must be submitted online no later than the time and date stated in the Bid Data Sheet.</p> <p>Original Bid Security, Tender Fee, Power of Attorney, Integrity Pact, Letter of Undertaking / Deed of Joint Undertaking (as applicable) and No Deviation Certificate shall be submitted in physical form before stipulated bid submission time at the address specified in BDS. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</p>
09	ITB Clause 17	<p>17.0 Late Bid Security and Integrity Pact</p> <p><i>Any Bid Security Declaration and/ or Integrity Pact (if applicable) received by the Employer after the bid submission</i></p>	<p>17.0 Late Bid Security and Integrity Pact</p> <p>17.1 Any Bid Security (or extension thereof) and/or Integrity Pact received by the Employer after the bid submission</p>

		<i>deadline prescribed by the Employer, pursuant to ITB Clause 16, will be rejected and returned unopened to the Bidder</i>	deadline prescribed by the Employer, pursuant to ITB Clause 16, will be rejected and returned unopened to the Bidder.
10	ITB Clause 18.2	18.2 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 13. Withdrawal of a bid during this interval may result in the Rejection of the Bid.	18.2 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 13. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Sub-Clause 12.7.
11	ITB Clause 19.1.1	The Employer shall first open the offline envelope containing Bid Security Declaration , Tender Fee, Power of Attorney, Integrity Pact, Letter of Undertaking and No Deviation Certificate (submitted offline) of all the bidders. Based on the offline documents, online bid of only those bidders will be opened whose documents are found in order and acceptable	The Employer shall first open the offline envelope containing Bid Security , Tender Fee, Power of Attorney, Integrity Pact, Letter of Undertaking and No Deviation Certificate (submitted offline) of all the bidders. Based on the offline documents, online bid of only those bidders will be opened whose documents are found in order and acceptable
12	ITB Clause 19.1.2	19.1.2 In case requisite bid security declaration pursuant to ITB Clause 12, and/or Integrity Pact (IP) as per provision of Integrity Pact specified in ITB Clause 38 are not submitted before the stipulated bid submission closing date and time then Bid shall be rejected by Employer as being non-responsive and shall not be opened.	19.1.2 In case requisite Bid Security , Tender Fee, Power of Attorney, Integrity Pact, Letter of Undertaking and No Deviation Certificate as specified in BDS are not submitted before the stipulated bid submission closing date and time then Bid shall be rejected by the Employer as being non-responsive and shall not be opened.
13	ITB Clause 21.3	21.3 No deviation, whatsoever, is permitted by Employer to any provisions of Bidding	21.3 Compliance with the Provisions of Bidding Documents

		<p>Documents. The Bidders are advised that while making their Bid proposals and quoting prices, all conditions may appropriately be taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents by accepting the following attribute at e-tender portal:</p> <p>“Do you certify full compliance to all provisions of Bid Doc?”</p> <p>Acceptance of above attribute shall be considered as Bidder's confirmation that any deviation to the any Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the bid shall be rejected.</p>	<p>No deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents. The Bidders are advised that while making their Bid proposals and quoting prices, all conditions may appropriately be taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents by accepting the following attribute at e-tender portal:</p> <p>“DO YOU CERTIFY FULL COMPLIANCE TO ALL PROVISIONS OF BID DOC?”</p> <p>Acceptance of above attribute shall be considered as Bidder's confirmation that any deviation to the any Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the bid security shall be forfeited.</p>
14	ITB Clause 26.2	<p>Arithmetical errors will be rectified on the following basis.</p> <p>In Price Schedules, if there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail. If there is a discrepancy between amount indicated in Price Schedule</p>	<p>Arithmetical Errors will be rectified on the following basis:</p> <p>If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail. All errors in totaling and in carrying forward totals shall be corrected.</p>

		(which has been corrected as above, if required) and carrying forward of that amount in e-tender portal (item data, attribute etc.), the amount in Price Schedule shall prevail. All errors in totalling in the amount column of Price Schedules and in carrying forward totals shall be corrected. The discount (if any) mentioned in Conditions field of General Data/Item Data in Main Screen of Bid Invitation shall be applied on such corrected price. The bid sum so altered shall, for the purpose of bid, be substituted for the sum originally bid and considered for evaluation and comparison of the bids and also for acceptance of the bid, instead of the original sum quoted by the Bidder. If the Bidder does not accept such correction of errors, its bid will be rejected.	The discount (if any) mentioned in Price Bid shall be applied on such corrected price. The bid sum so altered shall, for the purpose of bid, be substituted for the sum originally bid and considered for evaluation and comparison of the bids and also for acceptance of the bid, instead of the original sum quoted by the Bidder. If the Bidder does not accept the correction of errors, its bid will be rejected and the Bid Security may be forfeited in accordance with ITB Sub Clause 12.7 (b).
15	ITB Clause 32.2	(NEW CLAUSE ADDED)	Upon the successful Bidder's furnishing of the performance securities pursuant to ITB Clause 34, the Employer will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Sub-Clause 12.5.
16	ITB Clause 34.4	Failure of the successful Bidder to comply with the requirements of ITB Clause 33 or Clause 34 shall constitute sufficient grounds for the annulment of the award and rejection of his bid.	Failure of the successful Bidder to comply with the requirements of ITB Clause 33 or Clause 34 shall constitute sufficient grounds for the annulment of the award and forfeiture of his bid security.
17	BDS Clause 5.1	(NEW CLAUSE ADDED)	(a) Amount of Bid Security: INR 5,00,00,000/- (Indian Rupees Five Crore only). OR USD 6,57,700/- (US Dollar Six Lakhs Fifty Seven Thousand Seven Hundred.)

			<p>(b) Period of validity of Bid Security: 45 days beyond expiry of the validity of bid, i.e. 225 days from from the deadline for submission of bid.</p> <p>Bid Security shall be in favour of NTPC VIDYUT VYAPAR NIGAM LIMITED, NEW DELHI.</p>
18	BDS Clause 5.2	(NEW CLAUSE ADDED)	<p>Confirmation of BGs (including Bid Security) through Structured Financial Messaging System (SFMS)/SWIFT</p> <p>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 herein below:</p> <p>(i) Bank Name: ICICI Bank Limited (ii) Branch: CONNAUGHT PLACE BRANCH (iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001 (iv) IFSC Code: ICIC0000007</p> <p>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: NVVNBG8910 (unique identifier)</p>
19	BDS Clause 6.0	Bids shall be submitted online. Only Bid Security Declaration , Tender Fee, Notarized Power of Attorney,	Bids shall be submitted online. Only Bid Security , Tender Fee, Notarized Power of Attorney, Integrity Pact, No

		Integrity Pact, No Deviation Certificate, Letter of Undertaking / Deed of Joint Undertaking / Letter of Support (as applicable) are to be submitted in original (hard copy) at address specified at BDS no. 8.0.	Deviation Certificate, Letter of Undertaking / Deed of Joint Undertaking / Letter of Support (as applicable) are to be submitted in original (hard copy) at address specified at BDS no. 8.0.
20	SECTION VII BID FORM 4.0	<i>“Any deviation, variation or additional condition etc. or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendment(s)/ Clarification(s)/Addenda/Errata (if any) found anywhere in our bid proposal, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which our bid shall be rejected.”</i>	<i>“We hereby confirm that our bid is in compliance to above provisions of the Bidding Documents and its subsequent Amendment(s) /Clarification(s) /Addenda/Errata. If any deviation to the above Critical Provisions found anywhere in the Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to NVVN, failing which the bid security may be forfeited”</i>
21	SECTION VII Attachment 1	Attachment-1 (Bid Security Declaration)	Attachment-1 (Bid Security) Attached at Annexure-I
22		Form No. 2 (Bid Security Declaration)	Form No. 2 (Bid Security Form-Bank Guarantee)

NOTE: This Amendment supersedes the Earnest Money Deposit details mentioned in GePNIC Portal, if any bidder does not abide by the clauses of this amendment, there bid is liable to be rejected.

ANNEXURE I

1. PROFORMA FOR BANK GUARANTEE FOR BID SECURITY

Bank Guarantee No. :

Date :

To,

(EMPLOYER ADDRESS)

Dear Sir,

In accordance with Invitation for Bids under your Bid Document No.....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 Bid Security for an amount of(*)..... valid
for days from(**) required to be submitted by the Bidder as a condition precedent
for participation in the said bid which amount is liable to be forfeited on the happening of any
contingencies mentioned in the Bidding Documents.

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

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

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this

..... day of 20..... at

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Authorised vide

Power of Attorney No.....

Date.....

Note :

1. (*) The amount shall be as specified in the bidding documents (**) This shall be the date of opening of Techno-Commercial bids
(#) Complete mailing address of the Head Office of the Bank to be given(@)
This date shall be forty five (45) days beyond the validity of bid.
(***) Write the name and addresses of all the Joint Venture partners, in case the Bid is submitted by a Joint Venture in terms of Qualifying Requirements.
2. The Bank Guarantee (BG) shall be from a Bank as per provisions of the Bidding Documents.
3. The BG should be on Non-Judicial Stamp paper/ e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/ e-Stamp Paper shall be purchased in the name of Bidder/ Bank issuing the guarantee.
4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Bank Guarantee Verification Check List in the Bidding Documents. Bidders are required to fill up this Check List and enclose the same along with the Bank Guarantee
5. In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 (attached with Section-III of Bidding Documents).

CHECKLIST

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



एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)

NTPC Limited
(A Govt. of India Enterprise)

केन्द्रीय कार्यालय/Corporate Centre

Date : 03rd 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, टॉलस्टाय मार्ग, नई दिल्ली-110 001
Corporate Accounts Group Branch, Jawahar Vyapar Bhawan,
11th & 12th Floor, 1, Tolstoy Marg, New Delhi-110 001

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

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

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

04.09.2014

Dear Sir,

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

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

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

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

This is for your information and necessary action please.

Yours faithfully,


(Sandeep Mishra)

Deputy General Manager &
Relationship Manager, AMT-1