Maharashtra State Electricity Distribution Company Ltd.

TENDER DOCUMENT FOR BANKING OF POWER ON FIRM BASIS

COMMERCIAL AND GENERAL CONDITIONS

TENDER NO: CE/PP/MSEDCL/Banking/2019-20/01 DATE : 23.04.2019

The Chief Engineer (Power Purchase)
5th floor, Prakashgad, Plot No G-9,
Anant Kanekar Marg,
Bandra (East), Mumbai 400051
Email ceppmsedcl@gmail.com.

No. CE/PP/MSEDCL/Banking/2019-20/01 **Date: 23.04.2019**

1. Introduction and Background

Maharashtra State Electricity Distribution Company Ltd. (MSEDCL) incorporated under the Companies Act, 1956 and having its registered office at Prakashgad, Plot No G-9, Prof. Anant Kanekar Marg, Bandra (East), Mumbai-400051, intends to import/export short term 'firm' power on banking arrangement basis, from various trading licensees/state utilities/ Distribution licensees/SEBs, across the country as per the details given below:-

- Supply of Power to **other Utility** by MSEDCL

Period		Duration (Hrs.)	Quantum (MW)	Delivery Point
From	To			
01.05.2019	31.05.2019	18:00 to 24:00 & 00:00 to 06:00	300	Regional Periphery of the Exporting Utility

- Supply of Power by other Utility to **MSEDCL**

Period		Duration (Hrs.)	Return Power Quantum with Percentage	Delivery Point
From	To			
01.10.2019	31.10.2019	06:00 to 17:00	Utility/Trader shall quote the return power quantum with return Percentage of the banked power	Regional Periphery of the Exporting Utility

Note:- Utility/Trader shall export the power to MSEDCL (with return percentage) in period and duration (mentioned) equal to the power imported from MSEDCL.

Note:

i. Minimum Bid quantum should be 100 MW.
ii. The bid should be for entire block as mentioned in Annexure II only.
iii. To avoid sudden change in schedule of power stepping up/down in two or three time blocks may be considered in return schedule.
iv. The only criterion for deciding the tender would be the return percentage against banked energy. The decision of MSEDCL in this regard shall be final and binding on the bidders.
v. To ensure competitiveness, minimum number of Bidders should be at least two for each requisition. In case of less than two bidders responding to the RFP and MSEDCL still wants to continue with the selection process, it may only be done

with the sole discretion of MSEDCL.

2. Quantum of Power

The quantum of power for banking indicated in this tender Enquiry is tentative, which may increase or decrease as per the requirement of MSEDCL. Offers for less than 100 MW shall not be considered. MSEDCL may reject any or all offers or accept any offer in part or full as considered advantageous to MSEDCL. The decision of MSEDCL in this regard shall be final and binding on the bidders.

3. Return of power

Trader/utilities are requested to clearly indicate the premium, in percentage, offered by them on the quantum of banked power returnable in the manner indicated as per the above arrangement, considering time segment of export and import of Power. The month wise break up of returnable energy should be uniform during the return period; however MSEDCL may accept any mutually agreed break-up/part of returnable power and return period.

In case of any corridor constraints during normal returning period the balance quantity shall be returned in successive months during the return contract period with the mutual consent of both the parties. In case of curtailment during supply period the return schedule shall be revised based on actual energy supplied with the mutual consent of both the parties.

4. Conditional Offer

The conditional offer shall not be considered and the same shall be summarily rejected.

5. Submission of BID

The bidder shall submit bids by post or personally duly signed by authorized signatory on each page of Bid Document in sealed envelopes in the following two parts:-

(I) "**Bid Part-I"** : comprising of "Acceptance of General Terms and Conditions for Banking of power" as set out in Annexure-I to this document along with Bid Security (EMD) as per prescribed format (Annexure VI) in this RFP document.

Apart from above, Bid Part-I shall contain:

i) Annexure III "No Deviation Certificate".

ii) Annexure IV "Description of Bidder".

iii) Annexure V "Anti-collusion Affidavit" (To be executed on the non-judicial stamp paper).

iv) A copy of license in respect to the bidder being "Electricity Traders Licensees" (if applicable) duly signed and sealed by authorized representative.

NOTE: In case of any deviation in the Technical Bid, MSEDCL reserves the right to reject the offer.

(II) **"Bid Part-II":** comprising of "Offered quantum of return power with percentage on banked power to be returned by MSEDCL, in the prescribed format enclosed as **Annex-II** to this document. The Bidder shall also enclose a separate sheet indicating complete details, like source of supply and the shortest route from the source of supply to the delivery point for which Open Access approval is to be taken by the bidder.

(III) Both Parts **I and II** shall be put together in one envelope marked "Bid for Banking of Power with MSEDCL, Tender Enquiry Number and Date" and shall be sent /submitted to:

The Chief Engineer (Power Purchase)
5th Floor, Prakashgad, Plot No. G-9,
Prof. Anant Kanekar Marg,
Bandra (East), Mumbai 400051
Email ceppmsedcl@gmail.com.
Tel No. 022- 26470662/26474211

The bid will be submitted on or before **29.04.2019** up to **14:00 hrs**. Bid Part-I will be opened publically on the same day at **15:00 hrs**. After scrutiny of Bid Part-I, the Bid Part-II of technically eligible bidders will be opened on **29.04.2019 at 17:00 hrs**. The representative of bidders may remain present at the time of opening of the bids if they so desire.

6. Contract Documents:

MSEDCL shall intimate the award of power swap (banking) arrangement to the successful Bidder(s) through a Letter of Award (LoA) to be dispatched by e-mail/Fax. Successful Bidder shall convey his acceptance for Letter of Award within 2 days of issue of Letter of Intent. Acceptance of Letter of Intent shall be construed as a binding contract. The terms and conditions of LoA shall be deemed as having entered into an agreement for transaction of contracted power for the duration/period as mentioned in the LoA and in the event of any commercial / operation dispute, the said LoA shall be treated as a legal document in the Court of Law for all intents and purposes. As such no separate agreement shall be executed.

7. Compliance to the terms and conditions:

The Bidders are advised to ensure that the bid is fully compliant with the requirements specified, terms and conditions contained in the Bid Document. No deviation from these conditions is permissible and MSEDCL reserves right to reject or accept any such bid with any deviations.

8. Earnest Money Deposit:

The Bidder shall be required to submit EMD for the maximum capacity offered @ Rs. 30,000 per MW per month on RTC (30 days, 24 hrs.) basis and same shall be reduced on pro-rata basis in case bids are invited on hourly basis of offered capacity in the

form of Bank Guarantee/e-bank guarantee issued by any Nationalized/Scheduled Bank. For Example: For a requirement of 1 MW for 15 days for 4 hours, the EMD shall be Rs 30,000 x (15 days/30days) x (4 hours/24hours) = Rs 2,500/-. The validity of the BG shall be up to 45 days beyond the overall contract period.

EMD of the successful bidders shall be converted as part of the Performance Guarantee which shall be returned after completion of contract in all respects. EMD of unsuccessful bidders shall be returned after 15 days from the date of finalization of tender. The EMD may be forfeited if bidder withdraws or modifies bid during bid validity period.

9. MSEDCL's right to accept/reject the bid:

MSEDCL reserves the right to reject any or all bids or to accept any bid in full or part at its sole discretion without assigning any reasons whatsoever thereof. For the avoidance of doubt, it is clarified that MSEDCL also reserves the right to alter the quantities of power/split the quantities of power, amongst more than one selected bidder for the same month. The decision of MSEDCL shall be final and binding on the bidders in this respect and no further correspondence shall be entertained by MSEDCL in this regard.

10. Modification of the Bid Documents:

MSEDCL reserves the right to modify terms and conditions of the Bid Documents prior to the submission of the bid by the bidder by issuing amendment(s) and such amendment(s) shall form part of the bid documents.

Chief Engineer
Power Purchase
Maharashtra State Electricity Distribution Co. Ltd, Prakashgad, Mumbai.

Maharashtra State Electricity Distribution Company Ltd.

Short Term Tender For supply of Short Term Power Banking Arrangement Basis

Tender Specification No. CE/PP/MSEDCL/Banking/2019-20/01 Date: 23.04.2019

Maharashtra State Electricity Distribution Company Ltd. incorporated under the Companies Act, 1956 and having its registered office at Prakashgad, Plot No G-9, Prof. Anant Kanekar Marg, Bandra (East), Mumbai 400051, intends to import/export short term 'firm' power on banking arrangement basis, from various trading licensees/state utilities/ Distribution licensees/SEBs, across the country as per the following terms and conditions.

General Terms and Conditions:

Terms and conditions for banking of power to bidders shall be as under:-

1. Quantum and Period

- Supply of Power to other Utility by MSEDCL

Period		Duration (Hrs.)	Qtm	Delivery Point
From	To			
01.05.2019	31.05.2019	18:00 to 24:00 & 00:00 to 06:00	300	Regional Periphery of the Exporting Utility

- Supply of Power by other Utility to MSEDCL

Period		Duration (Hrs.)	Return Power Quantum with Percentage	Delivery Point
From	To			
01.10.2019	31.10.2019	06:00 to 17:00	Utility/Trader shall quote the return power quantum with return Percentage of the banked power	Regional Periphery of the Exporting Utility

Note:- Utility/Trader shall export the power to MSEDCL (with return percentage) in period and duration (mentioned) equal to the power imported from MSEDCL.

Note:

i. Minimum Bid quantum should be 100 MW.
ii. The bid should be for entire block as mentioned in Annexure II only.
iii. To avoid sudden change in schedule of power stepping up/down in two or three time blocks may be considered in return schedule.
iv. The only criterion for deciding the tender would be the return percentage against banked energy. The decision of MSEDCL in this regard shall be final and binding

on the bidders.

v. To ensure competitiveness, minimum number of Bidders should be at least two for each requisition. In case of less than two bidders responding to the RFP and MSEDCL still wants to continue with the selection process, it may only be done with the sole discretion of MSEDCL.

2. Validity of Offer

All offers shall remain valid for a period of 30 days from the date of opening of the bid and the bidders shall have no right to withdraw the offer or change/ amend or revise any terms thereof during the period of validity. In case the bidder withdraws or alters any terms and conditions during the period of validity, action as deemed fit will be taken.

3. Delivery Point:

The Delivery Point in either case shall be Regional Periphery of the Exporting Utility. It is clarified that bid received with deviation in the Delivery Point will not be entertained and will summarily be rejected.

4. Return of power:

Trader/utilities are requested to clearly indicate the percentage, offered by them on the quantum of banked power returnable in the manner indicated as per the above arrangements, considering time segment of export and import of Power. The month wise break up of returnable energy should be uniform during the return period.

In case of any corridor constraints during normal returning period the balance quantity shall be returned in successive months during the return contract period with the mutual consent of both the parties. In case of curtailment during supply period the return schedule shall be revised based on actual energy supplied with the mutual consent of both the parties.

5. MSEDCL's right to accept/reject the bid:

MSEDCL reserves the right to reject any or all bids or to accept any bid in full or part at its sole discretion without assigning any reasons whatsoever there off. For the avoidance of doubt, it is clarified that MSEDCL also reserves the right to alter the quantities of power/split the quantities of power, amongst more than one selected bidder for the same month. The decision of MSEDCL shall be final and binding on the bidders in this respect and no further correspondence shall be entertained by MSEDCL in this regard.

6. Open Access, Transmission Charges & Losses:

All Open Access charges, transmission charges (i.e., PoC injection charges) and transmission losses (i.e., PoC injection losses) up to the delivery point shall be to the account of exporting utility and all Open Access charges, transmission charges (i.e., PoC withdrawal charges) and transmission losses (i.e., PoC withdrawal losses) beyond the delivery point shall be to the account of Importing utility. Operational charges of intervening region, on account of rerouting due to non-availability of open

access approval through direct route, shall be borne by importing utility, if any.

7. Corridor Surrender/Revision

Without prejudice to the provisions of force majeure both MSEDCL and trader/utility shall make efforts to schedule full quantum of contracted power equivalent to the monthly (calendar month) energy, for which Open Access is granted at the time of supply of power by MSEDCL and return of power by trader/utility, respectively.

It shall be endeavor of both the parties to supply/receive power as per approved open access corridor. Any surrender/revision of open access corridor/schedule shall be done by the either parties only with the consent of other party. The party seeking revision/surrender of open access shall bear the entire cost on its account due to such revision/surrender of open access.

8. Payment & Refund of Open Access Charges:

i) Reimbursement Bills for open access charges applicable to MSEDCL & shall be raised to 'The Chief Engineer (Power Purchase) 5th Floor, Prakashgad, Plot No G-9, Prof. Anant Kanekar Marg, Bandra (East), Mumbai-400051 **Email ceppmsedcl@gmail.com**." by trader/ utility after the open access is approved by Nodal RLDC.

ii) All payments against Open Access bills shall be made through RTGS/electronic mode within 10 working days from the date of receipt of bills. In the event of the due date of payment being a Bank/MSEDCL holiday, the next working day shall be considered as the due date of payment.

iii) No rebate shall be applicable on Open Access bills.

iv) In case of refund of Open Access charges due to curtailment/ surrender, the trader/utility shall refund due amount to MSEDCL within 10 days of receipt of such amount from Nodal RLDC.

9. Earnest Money Deposit:

The Bidder shall be required to submit EMD for the maximum capacity offered @ Rs. 30,000 per MW per month on RTC (30 days, 24 hrs.) basis and same sale be reduced on pro-rata basis in case bids are invited on hourly basis of offered capacity in the form of Bank Guarantee/e-bank guarantee issued by any Nationalized/Scheduled Bank. For Example: For a requirement of 1 MW for 15 days for 4 hours, the EMD shall be Rs 30,000 x (15 days/30days) x (4 hours/24hours) = Rs 2,500/-. The validity of BG shall be up to 45 days beyond the overall contract period.

Relevant Bank Details of MSEDCL for payment of Bid Security:

Name of Bank	: BANK OF INDIA
Branch Name	: MUMBAI LARGE CORPORATE BRANCH
Account No.	: 016020110000033

Name of Account Holder by Designation: : Director Finance, MSEDCL
IFSC Code : BKID0000160
Bank Address : MUMBAI LARGE CORPORATE, 70/80, MG ROAD, FORT, FORT, MUMBAI - 400023, MAHARASHTRA.

EMD of the successful bidders shall be converted as part of the Performance Guarantee which shall be returned after completion of contract in all respects. EMD of unsuccessful bidders shall be returned after 15 days from the date of finalization of tender. The EMD may be forfeited if bidder withdraws or modifies bid during bid validity period.

10. Contract Performance Guarantee (CPG) :

i) The EMD submitted in the form of BG will be converted into CPG

AND

written consent for supply of power to MSEDCL during the supply period from utility/SLDC in format I and format II of the open access application duly signed by authorized signatory before commencement of transaction based on open access granted.

ii) In the event of non-compliance of (i) above, within the stipulated period, the EMD submitted against the notification shall be forfeited.

iii) The CPG provided by the successful bidder shall be forfeited for non performance of the contractual obligations.

iv) If the trader/utility fails to schedule energy, the CPG will be forfeited.

11. Back to Back Arrangement:

In case the bidder is Trading Licensee, back to back LoI/ Agreement/Authorization with the exporting utility shall be attached with the bid. Bids received without LoI /Agreement/Authorization with the importing utility shall be liable for rejection.

12. Settlement of Energy:

Energy will be exchanged in energy term only. No monetary transaction will take place, if the complete energy is transacted between MSEDCL and trader/utility in the desired proportion. If trader/utility, fails to return the returnable energy during a mentioned period/month, owing to transmission constraints & other force majeure conditions, the remaining energy for that period/month shall be returned to MSEDCL within 10 days of immediate succeeding period/month of the contracted return period or the return period as desired by MSEDCL.

Further, in case trader/utility fails to return the returnable energy to MSEDCL within 10 days or default by trader/utility, shortfall in the returnable energy shall be settled by the exporting utility/trader at the rate of Rs. 5.00/kWh. The bill for balance energy

will be raised within 10 days from the end of contract period and the same shall be paid by trader/utility within 10 days from the date of issue of bill. If the trader/utility fails to pay the bill for balance energy, MSEDCL will forfeit the CPG.

13. **Scheduling:**

Scheduling of power shall be as per CERC/MERC Open Access Regulations, CTUs/STUs Open Access procedure and IEGC/SGC in vogue and shall include the following:-

i) Both importing and exporting utility shall schedule power in full, except in case of transmission constraints. The scheduling and dispatch of the power shall be coordinating with the respective RLDCs as per the relevant provisions of IEGC and the other decisions of RLDC and RPCs.

ii) The trader/utility shall explore all possibilities to schedule and obtain Open Access approval for full quantum by means of Advance submission of application for booking of corridor at all three stages, Advanced, First Come First Serve and Day ahead basis.

iii) Scheduling of power should be uniform throughout the mentioned time block period (with ramp up and ramp down) filled in the tender document subject to Open Access approval received from nodal RLDC.

14. **Energy Accounting:**

i) For the power supplied by MSEDCL to the trader/utility during the entire month, the trader/utility shall acknowledge through certified energy statement to MSEDCL based on the REA issued by RPC.

ii) For the return of banked power by trader/utility to MSEDCL during the entire month, the trader/utility shall issue a certified energy statement based on the REA issued by Nodal RPC.

iii) Once all the transactions are completed, trader/utility and MSEDCL shall prepare a final energy account showing the supply and return of power in energy terms (MUs).

iv) Accounting of energy will be carried out by trader/utility on the basis of implemented schedule/final revision by respective Regional Load Dispatch Centre/SLDC subject to final reconciliation on the basis of Regional Energy Accounts issued by RPC/SPC and respective Regional Power Committee/SPC at the end of contract period.

15. **Trading Margin:**

No trading margin will be allowed on the quantum exported and imported by MSEDCL.

16. **Payment Surcharge on Late Payment**.

All the payment against open access bill shall be made within 10 days from the date of receipt of bill by the respective trader/utility. However for the delay in payment beyond 15 days, surcharge will be applicable at 1.25% per month.

17. **Trading License/Authorization:**
The trader/utility must have valid license/ authorization from the appropriate Commission under the applicable laws for supply of electrical power at the time of submission of offer. Copies of latest partnership deed/ ownership deed, Memorandum of Articles of Association of the firm and latest audited financial accounts have to be furnished along with the offer.

18. **Force majeure and technical constraints/transmission constraints:**
The parties shall ensure due compliance with the terms of the agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of the failure to carry out the terms of the agreement to the extent that such a failure is due to force majeure events, like rebellion, mutiny, civil commotion, riot, strike, lock-out, natural calamity, inadequate rain fall in Maharashtra, act of God and technical constraints/transmission constraints imposed by RLDC/RPC. The contracted power

will be treated as deemed reduced for the period of transmission constraint. The non/part availability of transmission corridor should be certified by the concerned RLDC. But any party claiming the benefit of this clause shall fully satisfy the other party of the existence of such an event and give written information to the other party within 24 hours of occurrence of such force majeure. Supply/drawl of power shall be resumed immediately by the parties concerned after such eventuality has come to an end or ceased to exist.

19. **Termination Clause :**
MSEDCL reserves the full right to terminate the bi-lateral contract if the trader /utility fails to abide by the terms and condition as stipulated for banking of the power. In such case the security amount i.e. EMD/CPG deposited with MSEDCL shall be forfeited.

20. **Dispute Resolution:**
All differences or disputes between the parties arising out of or in connection with this matter shall be referred to Maharashtra State Electricity Regulatory Commission (MERC) under Electricity Act, 2003.

21. In case of change in law or restriction imposed by Regulator (Central or State) or Government (Central or state) or Appellate tribunal or Courts on any aspect of sale or purchase of power or banking of power, the same shall be binding on both the parties.

22. **Court Jurisdiction**: Dispute of any nature that may arise in connection with this Enquiry, which fall beyond the appropriate Commission under Electricity Act'2003, shall be governed by the law of India and subject to the jurisdiction of Courts situated in Mumbai only.

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Annexure-I

Tender Specification No……..

Acceptance of General Terms and Conditions

We have carefully gone through the bid documents in Tender Specification No…….. dated……. and satisfied ourselves/myself and hereby confirm that our/my offer strictly conform to the requirement of the bid documents and all the terms and conditions are acceptable to us.

SIGNATURE:
NAME :
DESIGNATION :
NAME OF THE BIDDING COMPANY: SEAL :
DATE :

(ON THE LETTER HEAD OF THE BIDDER)
QUANTUM AND RETURN RATIO OF BID

Annexure-II

QUANTUM AND RETURN RATIO OF BID

We will supply power to the delivery point as per the set condition and various clause of RFP unconditionally. The QUANTUM AND RETURN RATIO OF BID is as below:-
Delivery Point: Regional Periphery of the Exporting utility.

Import By (Name of Bidder) from MSEDCL

Period	**01.05.2019 to 31.05.2019**
Duration (Hrs)	**18:00 to 24:00 & 00:00 to 06:00**
Quantum (MW)	**300**

Export By (Name of Bidder) to MSEDCL

Period (month)→	**01.10.2019 to 31.10.2019**
Duration	**06:00 to 17:00**
Quantum (MW)	
Return percentage/ premium	

Note:- Utility/Trader shall export the power to MSEDCL (with return percentage) in period and duration (mentioned) equal to the power imported from MSEDCL.

Signature of Authorized Signatory:
Name:
Designation:
Tel No.:
Mobile No.:
E-Mail :
Name & Seal of Bidding Company

Annexure-III

Tender Specification No……..

NO DEVIATION CERTIFICATE

(To be signed by the authorized person of the bidder on Non-Judicial stamp paper of appropriate value)

We/I have carefully gone through the RFP Documents and satisfied ourselves / myself and hereby confirm that our / my offer strictly conforms to the requirement of the RFP Documents and all the terms and conditions are acceptable to us / me.

SIGNATURE:
NAME :
DESIGNATION :
NAME OF THE BIDDING COMPANY:
SEAL :
DATE :

(ON THE LETTER HEAD OF THE BIDDER)

Tender Specification No.
Description of Bidder

Annexure-IV

1. (a) Name :

   a. Address of the corporate headquarters and its branch office (s), if any, in India:
   b. Date of incorporation and / or commencement of business:

2. Brief description of the Company:

   (a) Website:
   (b) Turnover
   (c) If generator – location / Trader – License Number

3. Details of individual(s) who will serve as the point of contact:
   Name:
   Designation: Company:
   Address:
   Telephone Number:
   E-Mail Address:
   Fax Number:

4. Particulars of the Authorized Signatory of the Bidder

   Name:
   Designation:
   Address:
   Telephone Number:
   Fax Number:

Annexure-V

Tender Specification No.

Format for Anti-collusion Affidavit

(To be executed on the non-judicial stamp paper)

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or other persons(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive/formation of cartel.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant proposal.

Date this……Day of ……2019.

Name of the Bidder

Signature of the Authorized Person Name of the Authorized Person Note

Annexure - VI

Format of the unconditional and Irrevocable Bank Guarantee for EMD (to be on Non- Judicial stamp Paper of appropriate value as per stamp Act relevant to place of execution)

BANK GUARANTEE FOR EMD

To:

XXX
XXXX

In consideration of _____ **(Insert Name of Bidder)** submitting the Bid inter alia for supply of power on short term basis for the period _____ **(Insert Date) to** ____, **(Insert Date)** through Banking arrangement vide Tender specification _____ issued by **_____ (herein after referred to as "Procurer")** agreeing to consider the bid of **-** **_____ (Insert Name of Bidder)** as per the terms of the bid document and the _____ **(Insert Name of Bank)** a Banking company registered under the Companies Act 1956 and having its licensee to carry out Banking Business under the Banking Regulation Act 1949 at having the registered office at _____ **(Insert the address of the Bank) (hereafter referred to as Guarantor Bank)** hereby agrees unequivocally, irrevocably and unconditionally to pay to **_____(Insert Name of "Procurer")** or its authorized representative forthwith on demand in writing from **_____(Insert Name of Bidder)** or any representative authorized by it in this behalf an amount not exceeding Rupees **_____**,on behalf of **_____(Insert Name of Bidder)**

This guarantee shall be valid and binding on Guarantor Bank up to and including ____ days (-___ days) from date of submission of bids i.e. up to **_____** and shall not be terminable by notice or any change in the constitution of the Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties. Our liability under this Guarantee is restricted to **Rupees. _____(Insert Amount)**. Our Guarantee shall remain in force until _____ **(Insert date)**. The procurer shall entitled to invoke this guarantee until _____ **(Insert date)**.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Procurer or authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer or authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes or disparities by the Bidder or any other person. The Guarantor Bank shall not require the Procurer or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer or its authorized representative in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Mumbai (Maharashtra) shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Procurer or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Bidder, to take any claim against or any demand on Bidder or to give any notice to the Bidder to enforce any security held by the Procurer or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Procurer or its authorized representative and may be assigned, in whole or in part, (whether absolutely or by way of security) by Procurer to any entity to whom the Procurer is entitled to assign its rights and obligations under the RFP documents.

The Guarantor Bank hereby agrees and acknowledges that the Procurer or its authorized representative shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

"Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. **_____(Insert Amount)**
2. This Bank Guarantee shall be valid up to **_____(Insert Date)** and
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Procurer" or its authorized representative serves upon us a written claim or demand on or before **_____(Insert Date)**.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ **(Insert Date)** at **_____(Insert Address).**

Witness

1. _____

Signature

Name and Address

2. ---

Designation with Bank Stamp

Name and Address

For:

___(insert Name of Bank)

Banker's stamp and full address