

**PROCUREMENT OF POWER ON SHORT-TERM BASIS THROUGH TARIFF BASED
COMPETITIVE BIDDING PROCESS**

(As per “Guidelines for short-term (i.e. for a period of more than one day to one year) Procurement of Power by
Distribution Licensees through Tariff based bidding process” issued by Government of India)

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
(MSEDCL) INVITATION FOR BIDS**

[Event No MAHARASHTRA STATE ELECTRICITY CO LTD/Short/19-20/ET/62]

S. No.	Event	Date & Time
1	Cost of Tender Fees per participation, Demand Draft (DD) / Banker’s Cheque (BC) towards in favour of Maharashtra State Electricity Distribution Company Limited, Mumbai	Rs.10000/- plus applicable taxes.
2	Publication of Request for Proposal (RfP)/ Activation of Event	23.09.2019
3	Last date of submission of RfP Bids	30.09.2019 at 11.00 Hrs
4	Opening of non financial technical Bids (EMD to reach before opening of non financial technical Bids)	30.09.2019 at 11.30 Hrs
5	Opening of IPOs	30.09.2019 at 14.00 Hrs
6	Start of e-RA	30.09.2019 at 15.00 Hrs

Bids to be submitted through	DEEP e Bidding portal
Office inviting bids & Place of submission of EMD	Chief Engineer (Power Purchase) Maharashtra State Electricity Distribution Company Limited (MSEDCL), 5th Floor, Plot No.G-9, A K Marg, Bandra (East), Mumbai-400051 Phone 022-26474211 & 022-26478643 (O) E-mail : ceppmsedcl@gmail.com

1 INTRODUCTION AND BACKGROUND

Maharashtra State Electricity Distribution Company Limited (MSEDCL, 5th Floor, Prakashgad, Plot No. G-9, A.K. Marg, Bandra (East), Mumbai-400051, a Company incorporated under the Companies Act, 1956 and Distribution Licensee as per provision of the Electricity Act, 2003 is inviting bids for procurement of power under Short Term arrangement for the period from 07.10.2019 to 31.12.2019. The power would be procured through 'Guidelines for short-term (i.e. for a period of more than one day to one year) Procurement of Power by Distribution Licensees through Tariff based bidding process' (Guidelines).

2 E-BIDDING FEE

All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 500 per MW per requisition for the total capacity sought by the Utility for that particular requisition for which the a bidder is willing to bid, to PFCCL. The requisite fee plus applicable taxes shall be deposited through the portal by e-Payment Gateway provided by MSTC Ltd. After the completion of the bidding process, only successful Bidder(s) will have to pay these charges for the quantum allocated to each bidder. The balance amount will be refunded by PFCCL within seven (7) working days without any interest. The fee deposited by non-Selected Bidder(s) will also be refunded by PFCCL within seven (7) working days of completion of the event without any interest.

3 QUANTUM OF POWER

The Bidder(s) shall be capable of supplying power as mentioned below to MSEDCL, for the period from 07.10.2019 to 31.12.2019:

Requisition	Period	Timings (Hour)	Quantum in (MW)	Minimum Bid Quantity (in MW)	Delivery Point
1	07.10.2019 to 15.10.2019	00:00 to 24:00	500	50	MSETCL Periphery i.e. Maharashtra State Transmission System periphery [The interconnection of Maharashtra STU, and CTU Western Region (WR)].
2	16.10.2019 to 31.10.2019	00:00 to 24:00	500	50	
3	01.11.2019 to 15.11.2019	00:00 to 24:00	500	50	
4	16.11.2019 to 30.11.2019	00:00 to 24:00	500	50	
5	01.12.2019 to 15.12.2019	00:00 to 24:00	500	50	
6	16.12.2019 to 31.12.2019	00:00 to 24:00	500	50	

DELIVERY POINT:

MSETCL Periphery i.e. Maharashtra State Transmission System periphery [The interconnection of Maharashtra STU, and CTU Western Region (WR)].

4 QUALIFICATION CRITERIA

The qualifying requirements for a Bidder to bid for this tender are as follows:

- The Bidder must quote Bid Quantity, as mentioned in table above, from single source of generation.
- The quantum of power offered by the Bidder shall be firm power for the duration mentioned above.

- iii. If Bidder is a Trader, it should submit a copy of valid Category license or equivalent Trading License issued by Appropriate Commission.
- iv. If Bidder is a Trader, it should submit a copy executed a power purchase agreement or an equivalent arrangement for supply of power.

5 TARIFF STRUCTURE

- 5.1 The Bidder shall quote the single tariff at the Delivery Point upto three (3) decimals which shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader), applicable Point of Connection (POC) charges upto Delivery Point and all taxes, duties, CESS etc. imposed by Central Govt. / State Govt. / Local bodies. Tariffs shall be designated in Indian Rupees only. The Delivery Point shall be as mentioned above.
- 5.2 For avoidance of doubt, All charges will be on account of bidder i.e Intra State application fees, Open access charges etc, Intra State transmission charges and losses, RLDC application fees, Operating charges etc, Applicable all POC injection charges and losses, Applicable all POC drawl charges and losses', any charges due to change in law, not mentioned but if applicable any other charges, are on Bidder(s) account.
- 5.3 The tariff should be constant and there shall be no escalation during the contractual period. If Bids are invited for different time slots then tariff may be different for each time slot.
- 5.4 Bidder shall supply the power through single source and in case of change in source due to unforeseen circumstances, additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of Bidder. In case of change of source, seller/bidder should take consent of MSEDCL.
- 5.5 MSEDCL will in no way be liable for any other charges up to delivery point except for the charges of energy delivered at delivery point on the basis of the Regional Energy Accounts (REAs) of the Western Regional Power Committee / State energy accounts (SEAs) of MSLDC as per the latest open access regulations applicable.

6 BIDDING PROCESS

- 6.1 MSEDCL has issued an RfP for procurement of power on short term basis as per the details mentioned in clause (3) above and the RfP has been uploaded on the DEEP e- Bidding portal.
- 6.2 **EARNEST MONEY DEPOSIT (EMD)/ BANK GUARANTEE (BG)**
 - 6.2.1 The Bidders are required to submit EMD for the maximum capacity which they wish to offer (in single bid or sum total of multiple bids) @ Rs. 30,000/- per MW per month on RTC (30 days, 24 hours) basis and same shall be reduced on pro-rata basis in case bids are invited on hourly basis, in the form of Bank Guarantee /e-Bank Guarantee issued by any Nationalized/Scheduled Bank in favour of "Maharashtra state Electricity Distribution Company Limited" payable at Mumbai or Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal, if

available. The Performa of BG is annexed as Annexure I.

For Example: For a requirement of 1 MW for 15 days for 4 hours, the EMD shall be Rs. 30,000 x (15 days / 30 days) x (4 hrs / 24 hrs) = Rs. 2,500/-

- 6.2.2 The original EMD needs to be submitted before the opening of the Non- Financial Technical Bid.
- 6.2.3 The EMD shall be forfeited:
 - a. If Bidder withdraws bid during Bid Validity Period except as provided in the Guidelines.
 - b. For non-submission of Contract Performance Guarantee as specified in this RfP document, by Successful Bidder(s).
- 6.2.4 The EMD shall be refunded to the unsuccessful Bidders after 25 days from the close of e-reverse auction.
- 6.2.5 Validity of the BG shall be up to the end of Bid-Validity period with 15 (fifteen) days claim period thereafter.
- 6.2.6 The EMD of the Successful Bidder(s) shall be refunded after furnishing the Contract Performance Guarantee (CPG).

6.3 **BID SUBMISSION**

- 6.3.1 Tenders are to be submitted online through the DEEP e-Bidding portal. All the documents uploaded by the MSEDCL form an integral part of the contract. Bidders are required to upload all the documents as asked for in the RfP, through the above website within the stipulated date and time as given in the RfP. The Bidder shall carefully go through the RfP and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 6.3.2 The documents uploaded shall be digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the RfP and upload the latest documents as part of the Bid.
- 6.3.3 The process of e-Bidding shall be conducted online, in accordance with the provisions laid herein. Each e-Bidding event shall comprise of two parts i.e. e- Tender and e-Reverse Auction. To participate in the event each Bidder will have to specify the source(s) of power for that particular bid. Each bid will have only one price per requisition accompanied by total quantum of power. However, the Bidder shall have the option to choose the requisition of an event in which it intends to participate. Each of the bids will have to be signed by the Digital Signature of the Bidder.
- 6.3.4 Bidders shall be required to submit separate non financial technical Bid and Financial Bids i.e. Initial Price Offer (IPO) through e-Bidding portal. The non financial Bids shall contain the acceptance of general terms and conditions without any deviation and information about the sources from which the Bidder shall supply the power. Bidders shall also be required to furnish necessary EMD/Bank

Guarantee along with the Bids. The Bidders can revise their IPOs before date and time of submission of RfP.

- 6.3.5 The IPO shall be strictly as per the format prescribed in the RfP and shall be unconditional. The conditional price bid shall be summarily rejected.

7 VALIDITY OF TENDER AND OFFER

- 7.1. The offer against tender should remain valid for tender period.

8 CONDITIONAL AND INCOMPLETE TENDER

- 8.1 Conditional and incomplete tenders are liable to rejection.

9 OPENING AND EVALUATION OF BID

- 9.1 Lowest valid rate of the tender cum reverse auction price should normally be accepted. MSEDCL reserves the right to reject any or all bids or to accept any bid, at its sole discretion, without assigning any reasons whatsoever thereof and without any liability.
- 9.2 MSEDCL has constituted a Standing Committee for evaluation of the Bids.
- 9.3 Technical proposals will be opened by the MSEDCL or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- 9.4 Technical proposals for those tenders whose original copies of DD/BC/BG towards EMD and who have deposited the E-Bidding Fee have been received will only be opened. Proposals corresponding to which original copy of DD/BC/BG towards tender fee & EMD has not been received, will not be opened and will stand rejected.
- 9.5 Decrypted (transformed into readable formats) documents of the Statutory and Non- statutory Covers will be downloaded for the purpose of evaluation.
- 9.6 MSEDCL or its authorized representative can seek clarifications/documents required in connection with technical bid. After acceptance of the non financial technical Bids, the Financial Bids, Initial Price offer (IPO) shall be opened as per the procedures specified in the Bid document.
- 9.7 In the event, if two or more Bidders quote the same amount of Tariff during IPO and e- Reverse Auction stage, the time of submission of bid will be the deciding factor for their ranking.

10 ELIMINATION OF BIDDERS

- 10.1 The elimination of the Bidders shall be done by the following method:
- i) After opening of Initial Price Offers, the system will rank the Bidders according to their price bids. The Bidder with the highest price bid in IPO stage will be called the H1 Bidder. The system will then analyze all the quantities offered by the Bidders in the IPO stage. If the total quoted quantity is greater than twice the Requisitioned Quantity, the Highest Bidder (H1) will be eliminated provided that the total quoted quantity after elimination is not less than or equal to twice the Requisitioned

Quantity.

- ii) The elimination process will be done for each of the requisition separately. One event may have more than one requisition.

11 E - REVERSE AUCTION (e-RA)

- 11.1 The shortlisted Bidders after elimination will be intimated individually by system generated emails only.
- 11.2 The shortlisted Bidder after elimination will be intimated individually by system generated emails only. The Reverse Auction should start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes.

Provided that during the last 10 (ten) minutes before the scheduled close time of e-Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse Auction will be automatically extended by 10(ten) minutes from the time of the last price bid received. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no price bid are received which is lower than the prevailing lowest price bid.

- 11.3 During the Reverse Auction the Bidders will have the option of reducing the tariff quoted by them in decrements of one paisa or multiples thereof and to increase the quantum quoted by them by 1 MW or multiples thereof. During the Reverse Auction the prevailing lowest tariff would be visible to all the Bidders.
- 11.4 The Bidders will have the option to increase the quantum of power upto corresponding to the value of EMD submitted along with IPO, but decrease the Tariff during the e- Reverse Auction process.

12 ISSUANCE OF LETTER OF AWARD (LOA)

- 12.1 The Bidder after the e-RA process will be ranked in accordance with the tariff offered in ascending order. The list would also include the name, quantum offered and tariff quoted by those qualified Bidder(s) who have not changed the quantum of power and tariff from IPO stage to e-RA stage. The Bidder(s), in order of their rankings, offering the quantum of power upto the requisitioned capacity would be the Successful Bidder(s).
- 12.2 MSEDCL shall procure power from the Successful Bidders in the order of their rankings decided on the basis of tariff quoted by them until the entire Requisitioned Capacity is met.
- 12.3 The MSEDCL shall have the right to issue Letter of Award (LoA) to the Successful Bidder(s) [Selected Bidder(s)] in the same order to fulfill its requirement, which can be lower than the Requisitioned Capacity but not less than the quantum of Lowest Bidder. In the event, MSEDCL rejects or annuls all the Bids, it may go for fresh Bids hereunder. MSEDCL will issue the LOA within 3 (three) days before the commencement of power as per requisitions. Further in case MSEDCL requires the power during the requisition period for which the LOA is not issued as

mentioned above but if successful bidder is ready to provide such power; LOA with mutual consent will be issued for agreed period, else otherwise bidder shall have option to exit without forfeiting the BG.

- 12.4 In case the Selected Bidder(s) is allocated a quantity of power less than the minimum threshold quantum mentioned by it, it shall have the option to exit without forfeiting the EMD.
- 12.5 In case the LOA is issued but Selected Bidder(s) is/are not in a position to fulfill the requirement, being selected in another bidding process the EMD/CPG shall be forfeited as the case may be.
- 12.6 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by MSEDCL to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder(s) is not received by the stipulated date, MSEDCL may, unless it consents for extension of time for submission thereof, forfeit the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA.
- 12.7 MSEDCL reserves the right to reject any or all bids or to accept any bid in total OR partially, and to issue LOA at its sole discretion, without assigning any reasons whatsoever thereof and without any liability.

13. CONTRACT AWARD AND CONCLUSION

- 13.1 After acknowledgement of the LOA by the Selected Bidder(s), MSEDCL shall cause the Selected Bidder(s) to execute the PPA subsequently generally within three days. The Selected Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the PPA. MSEDCL would appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to execute the PPA.
- 13.2 PPA will be signed after the issue of LoA with the selected Bidders subsequently generally within three days after acknowledgement of the LOA by the Selected Bidder(s).

14. RIGHT TO ACCEPT / REJECT THE BID:

- 14.1 Lowest valid rate of the tender cum reverse auction price will normally be accepted. MSEDCL reserves the right to reject any or all bids or to accept any bid, at its sole discretion, without assigning any reasons whatsoever thereof and without any liability.

15. CONTRACT PERFORMANCE GUARANTEE (CPG)

- 15.1 The Successful Bidder(s) shall furnish CPG within 7 days from the date of selection of successful Bidder(s) for an amount calculated at **Rs. 2 lac** per MW per month (30 days, 24 hours) of contract period or part thereof. The CPG for the procurement of power on hourly basis shall be calculated on pro-rata basis as per the example given above for calculating EMD.
- 15.2 The CPG shall be in the form of BG issued by any Nationalized/Scheduled Bank and valid for the period of Contract with a claim period of 1 month after the expiry of contract period.

- 15.3 In the event, the CPG is not furnished within the stipulated date, the EMD submitted against the Notification shall be forfeited.
- 15.4 The CPG provided by the Successful Bidder(s) shall be forfeited for non-performing the contractual obligations. The CPG should be released within 30 days after completion of Contract Period.

16. OPEN ACCESS:

16.1 SCHEDULING PROCEDURE:

The scheduling and dispatch of the energy shall be coordinated with respective RLDC(s)/SLDC(s) as per provisions of IEGC and framework of ABT and decisions of RLDC and REB.

16.2 BOOKING OF TRANSMISSION CORRIDORS

- 16.2.1 The successful bidder(s) shall apply for booking of the open access transmission corridor to nodal RLDC/SLDC. He shall be fully responsible for the timely filing of open access application before the nodal RLDC and coordinating with the relevant RLDC / SLDC so as to get the timely booking of the open access corridor. The energy shall be scheduled and dispatched as per the relevant provisions of CERC regulations for Short term open access and Procedure for reservation of Transmission Capacity for short-term open access customers (Inclusive of all the amendments till date).
The successful bidder(s) shall apply for booking of advance reservation in such a manner so as to get the maximum quantum from the shortest route.

17 CHANGES IN LAW:

Change in Law means the occurrence of any of the following events after the date of acceptance of LOA resulting into any additional recurring / non recurring expenditure by the seller or any income to the seller

- 17.1 Any change in transmission charges and open access charges.
- 17.2 Any change in taxes (excluding income tax), duties, cess or introduction of any tax, duty, CESS made applicable for supply of power by the Bidder.

18 BILLING CYCLE

- 18.1 Bidders to raise bill(s) on monthly for the energy scheduled.

19 BILLING

- 19.1 Bidders will raise bills on monthly basis at the agreed tariff rate indicated in LoA to the Chief Engineer (Power Purchase) MSEDCL Mumbai, for the energy scheduled at the delivery point during a calendar month or as informed otherwise based on data of concerned SLDC along with complete details of the power scheduled at the delivery point and/or other documents/ information, as may be required for bill verification.

- 19.2 Final monthly adjustment bill will be raised based on REA issued by the concerned RPC/Energy Account issued by SLDC/STU.
- 19.3 The bills for liquidated Damages for the month shall be raised only after end of that month.

20 PAYMENTS

- 20.1 MSEDCL will make the payment to Selected Bidder within 30 days working days from the date of receipt of the energy bills. In the event of the due date of payment being a Bank/Discoms holiday, the next working day shall be considered as the due date of payment. In case of timely payment by MSEDCL, adjustment for the admissible rebate as per the clause described hereinafter, shall be made while making the payment against the energy bills.
- 20.2 Selected Bidder will have to furnish LoA received by them from the Supplier of power along with the first bill for timely processing of the bill(s).
- 20.3 The Procurer(s) shall be required to provide Letter of Credit (LC) equivalent to 100% of the Monthly energy corresponding to Contracted Capacity at the tariff indicated in PPA. LC shall be opened prior to commencement of supply of power.

21 REBATES ON PAYMENT

- 21.1 A rebate @ 2 % shall be applicable on payment of Energy bill within due date of payment. No rebate shall be applicable on payment of Open Access Bills.

22 LATE PAYMENT SURCHARGE

- 22.1 A surcharge of 1.25% (One Point Two Five Percent) per month shall be applied on all payments, monthly beyond the due date. This surcharge would be calculated on a day-to-day basis for each day of the delay. Any disputes raised by the MSEDCL on the energy bills shall not be treated as outstanding.

23 PAYMENTS OF LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY THE INSTRUCTED CAPACITY

- 23.1 Both the parties would ensure that actual scheduling will not deviate by more than 15% of the contracted power as per the approved open access on monthly basis.
- 23.2 In case deviation from Procurer side in scheduled energy is more than 15% of the contracted power for which open access has been allocated on monthly energy basis, Procurer shall pay compensation at 20% of Tariff per kWh for the quantum in excess of permitted deviation.
- 23.3 In case deviation from Bidder side in scheduled energy is more than 15% of the contracted power for which open access has been allocated on monthly energy basis, Bidder shall pay compensation to Procurer at 20% of Tariff per kWh for the quantum in excess of permitted deviation..

24 TRADING LICENSE

The Traders submitting bids should have a valid license from the Central Electricity Regulatory Commission (CERC)/Maharashtra State Electricity Regulatory Commission (MERC) for Inter-State/Intra-State trading of Electricity. The trader is also required to upload the photocopy of the same along with the bid.

25 COMMUNICATIONS

- 25.1 All parties shall rely of written communication only.
- 25.2 The Bid submitted by the Bidder and all correspondence and documents relating to the bid shall be written in English Language.
- 25.3 MSEDCL reserves the right to ask for the additional information from the Bidder through e-mail. The e-mail id ceppmsedcl@gmail.com will be used.

26 GOVERNING LAW

- 26.1 All matters arising out of or in conjunction with the Bid Document and/or the bidding process shall be governed by and construed in accordance with Indian law and the Courts in the State in which MSEDCL has its headquarters shall have exclusive jurisdiction.

27 DISCLAIMER

- 27.1 Neither MSEDCL nor its employees shall be liable to any Bidder or any other person under any law including the law of contract., tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with the bid, or any other information supplied by or on behalf of MSEDCL or its employees. For the avoidance of doubt it is expressly clarified that this Bid Document is an offer to bid and its subject to the award of LoA / PPA by MSEDCL and acceptance of the LoA / PPA by the selected Bidder will be construed as acceptance of terms and Condition.

28 FORCE MAJEURE:

A Force Majeure means occurrence of any event or circumstance or combination of events and circumstances stated below that wholly or partly prevents an affected party in the performance of its obligations under PPA.

- i. Any restriction imposed by RLDC/ SLDC in scheduling of power due to breakdown of Transmission / Grid constraint shall be treated as force Majeure Without any liability on either side.
- ii. Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone , earthquake, volcanic

eruption, fire or landslide or acts of terrorism causing disruption of the system.

- iii. The contracted power will be treated as deemed reduced for the period of transmission constraint. The non / part availability of transmission corridor should be confirmed by the concerned RLDC / SLDC.

29 JURISDICTION

All legal proceedings in connection with this bid document and resulting Agreement with the successful bidder shall be subject to the territorial jurisdiction of the local civil courts at **MUMBAI** only.

30 DISPUTE RESOLUTION

- 30.1 All differences or disputes between the parties arising out of or in connection with this matter shall be settled through the statutory provisions under the Electricity Act 2003. Where any dispute arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the Appropriate Commission.
- 30.2 All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 or amendments thereof.
- 30.3 Notwithstanding any legal dispute, disagreement or difference, the parties here to, continue to perform the respective obligations under power purchase agreement.

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Annexure - I

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 tariff based Competitive Bidding Process in response to the 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

Additional information

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
Address: MUMBAI LARGE CORPORATE, 70/80, MG ROAD, FORT,
FORT, MUMBAI - 400023, MAHARASHTRA