

**ANDHRA PRADESH POWER CO-ORDINATION COMMITTEE**

**Request for Proposal (RfP) Notice**

**RfP Notice No. APPCC / 19-20 / Banking / Tender / 01, Dt: 09.08.2019**

APPCC, on behalf of APDISCOMs, intends to Import / Export power of power through banking arrangement under short term basis by floating Banking of Power Tender inviting bids by post or personally in sealed envelopes and the details are available in [www.aptransco.co.in](http://www.aptransco.co.in), [www.apeasternpower.com](http://www.apeasternpower.com), [www.apspdcl.in](http://www.apspdcl.in). The last date for submission of bids is 19.08.2019 @ 12:00 hrs

Sd/-

**Chief Engineer (Commercial) / APPCC  
Vidyut Soudha, Vijayawada**

## 1 INTRODUCTION AND BACKGROUND

Andhra Pradesh Power Co-ordination Committee (APPCC), 1<sup>st</sup> Floor, APPCC Building, Vidyut Soudha, Near Eluru Road, Gunadala, Vijayawada - 520004, on behalf of Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL) and Eastern Power Distribution Company of Andhra Pradesh Limited (APEPDCL), is inviting bids for import / export of power through banking arrangement under short term basis, from various Trading Licensees / State Utilities / Distribution Licensees / SEBs, across the country as per the details given below:-

### Banking Arrangement

#### Arrangement-I

- Supply of power to APPCC by other Utility

Period		Duration (Hrs)	Quantum	Type	Delivery Point
From	To				
01.09.2019	30.09.2019	00:00 to 24:00	500 MW	Firm	Regional periphery of the exporting utility

- Return of power by APPCC to other Utility.

Period		Duration (Hrs)	Return power quantum with percentage	Delivery Point
From	To			
01.12.2019	31.12.2019	00:00 to 24:00	Utility / Trader shall quote the return power quantum with return percentage offered on the banked energy	Regional periphery of the exporting utility
01.01.2020	31.01.2020			

## **Arrangement-II**

- Supply of power to APPCC by other Utility

Period		Duration (Hrs)	Quantum	Type	Delivery Point
From	To				
01.09.2019	30.09.2019	00:00 to 18:00	500 MW	Firm	Regional periphery of the exporting utility

- Return of power by APPCC to other Utility.

Period		Duration (Hrs)	Return power quantum with percentage	Delivery Point
From	To			
01.12.2019	31.12.2019	00:00 to 18:00	Utility / Trader shall quote the return power quantum with return percentage offered on the banked energy	Regional periphery of the exporting utility
01.01.2020	31.01.2020			

Note:

- Minimum bid quantum should be 10 MW.
- The only criterion for finalizing / deciding / evaluating the tender would be the return percentage (%) against banked energy. The decision of APPCC in this regard shall be final and binding on the bidders.
- To ensure competitiveness, minimum number of bidders should be at least two. In case of less than two bidders responding to the RFP and APPCC still wants to continue with the selection process, it may only be done with the sole discretion of APPCC.

## **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 APPCC. Offers for less than 10 MW shall not be considered. APPCC may reject any or all offers or accept any offer in part or full as considered

advantageous to APPCC. The decision of APPCC in this regard shall be final and binding on the bidders.

**3 Return of power:**

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

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 Time table for bid process:**

S.No.	Event	Date & Time
1.	Publication of Request for Proposal (RfP) for banking arrangement	09.08.2019
2.	Last date for submission of RfP Bids	19.08.2019 at 12.00 hrs
3.	Opening of Bid Part-I (Technical)	19.08.2019 at 15:00 hrs
4.	Opening of Bid Part-II (Return percentage on banked energy)	20.08.2019 at 12:00 hrs

Note: No extension of time for submission of bids shall be allowed for any reasons.

- (i) The bids submitted on or before 19.08.2019 upto 12:00 hrs will only be considered for opening.

- (ii) Bid Part-I will be opened publically on the same day at 15:00 hrs.
- (iii) After scrutiny of Bid Part-I, the Bid Part-II of technically eligible bidders will be opened on 20.08.2019 at 12:00 hrs.
- (iv) The representative of bidders may remain present at the time of opening of the bids, if they so desire

## **6 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 separately:-

### **I. Bid Part-I : comprising of**

- i.** Acceptance of General Terms and Conditions for Banking Arrangement as per Annexure-I.
- ii.** No Deviation Certificate as per Annexure-II
- iii.** Description of Bidder as per Annexure-III.
- iv.** Earnest Money Deposit (EMD) in the form of Bank Guarantee / e-Bank Guarantee issued by any Nationalized/Scheduled Bank as per prescribed format set out in Annexure-V.
- v.** A copy of license in respect to the bidder being “Electricity Traders Licensees” (if applicable) duly signed and sealed by authorized representative.
- vi.** The bidders (if bidder is a Trading Licensee) shall indicate the name of the Utility / Distribution Licensee / SEBs in the tender along with undertaking from the Utility / Distribution Licensee / SEBs that he is with this trader and accepted to Banking Arrangement.

**Note:** In case of any deviation in the Bid Part-I (Technical), APPCC reserves the right to reject the offer.

**II. Bid Part-II** comprising of

- i. Offered quantum for banking of power to be supplied to APPCC and offered quantum of return power with return percentage on banked energy to be returned by APPCC, in the prescribed format as per Annexure-IV.
- ii. 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 Bid Parts I & II shall be put together in one envelope marked “Bid for Banking of Power with APPCC, Tender Enquiry Number and Date” and shall be sent /submitted to:

**Chief Engineer (Commercial) / APPCC,  
1<sup>st</sup> Floor, APPCC Building,  
Vidyut Soudha, Near Eluru Road,  
Gunadala,  
Vijayawada – 520 004  
Email id: [cecommercial@rediffmail.com](mailto:cecommercial@rediffmail.com),  
[chiefengineercomm1@gmail.com](mailto:chiefengineercomm1@gmail.com)  
Contact Mobile Nos.: 7893713371  
9491058612  
9440814209**

**7 Bid Evaluation:**

The Trader / Utility are requested to clearly indicate the return percentage (%) offered by them on availed (banked) energy. The return percentage (%) on availed (banked) energy offered by the Bidders shall be considered for the purpose of bid evaluation and finalization of the Successful Bidder(s). The Successful Bidder(s) will be selected in ascending order (Lowest to Highest) of the return percentage (%) on availed (banked) energy quoted by the Bidders.

## 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 30 days beyond the overall contract period with a further claim period of 1 month.

EMD of the successful bidders shall be converted as part of the Contract 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.

The Bank Account particulars of APPCC are as follows:

Name of the Bank Account	APPDC Pool A/c
Bank Account Number	52117479223
Bank Name	State Bank of India
Branch Name	Specialized Mid Corporate Branch, Gunadala, Vijayawada
IFSC Code	SBIN0016576
Bank MICR Code	520002044
Type of Account	Current Account

**9 Contract Documents:**

After selection, a Letter of Award (LoA) shall be issued, in duplicate, by APPCC to the Successful Bidder(s) [Selected Bidder(s)] and the Successful Bidder(s) [Selected Bidder(s)] shall, sign and return the duplicate copy of the LoA in acknowledgment thereof within 2 days of issue of LoA. In the event the duplicate copy of the LoA duly signed by the Successful Bidder(s) [Selected Bidder(s)] is not received by the stipulated date, then APPCC 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 Successful Bidder(s) [Selected Bidder(s)] to acknowledge the LoA.

The Letter of Award 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.

**10 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 APPCC reserves right to reject or accept any such bid with any deviations.

**11 Validity of Bid:**

The offer shall be valid till the issue of Letter of Award (LoA) by APPCC and the Bidders shall have no right to withdraw the offer or alter any terms and conditions during the period of validity. In case the Bidder withdraws or alters any terms and conditions during the period of validity, EMD submitted by the bidder shall be forfeited.



**12 APPCC's right to accept / reject the bid:**

APPCC 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 APPCC 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 APPCC shall be final and binding on the bidders in this respect and no further correspondence shall be entertained by APPCC in this regard.

**13 Modification of the Bid Documents:**

APPCC 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.

**14 General Terms and Conditions for Banking Arrangement:**

The terms and conditions for Banking Arrangement shall be as under:

**i. 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.

**ii. Open Access, Transmission Charges & Losses:**

- All Short Term Open Access Charges such as State transmission charges, CTU PoC injection charges of Exporting Utility, scheduling & operating charges of State & Region of Exporting Utility, SLDC consent charges and any other charges imposed by SERC / CERC / RLDC / SLDC as amended from

time to time and transmission losses (including CTU / STU) upto delivery point shall be to the account of Exporting Utility.

- All Short Term Open Access Charges such as State transmission charges, CTU PoC withdrawal charges of importing utility, scheduling & operating charges of State & Region, SLDC consent charges, RLDC Application fees and any other charges imposed by SERC / CERC / RLDC / SLDC as amended from time to time and transmission losses (including CTU / STU) beyond 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
- Any Taxes, Duties & Cess etc., if become applicable, shall be borne by the Bidder.
- Even Open Access charges beyond / upto delivery point (while APPCC Imports / Exports power) also have to be paid by Trader / Utility. However reimbursement of Open Access charges beyond / upto delivery point will be made by APPCC on submission of Open Access bill by the Bidder.
- The Open Access charges if any received back from the RLDC due to curtailment, congestion, revision, Force Majeure etc., are to be returned to APPCC within three days otherwise APPCC reserves the right to deduct from the Open Access bills.
- The Bidder shall be fully responsible for timely filing of Open Access application for the contracted quantum of power from each source before nodal RLDC and co-ordinate with relevant RLDC / SLDC so as to get the timely booking of Open Access corridor.

**iii. Corridor Surrender / Revision:**

Without prejudice to the provisions of force majeure, both APPCC 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 Trader / Utility and return of power by APPCC, 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.

**iv. Trading Margin:**

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

**v. Billing Procedure:**

The open access bills and energy shortfall bills are to be raised in favour of GM (PP & S) / APPCC and email id: dycca.appcc@aptransco.gov.in, dyccaappcc@gmail.com duly mentioning the LoA No. on invoice.

**vi. Payment:**

**a. Reimbursement of Open Access charges:**

The due date for reimbursement of Open Access charges paid by the Bidder on behalf of APPCC would be 7th day after the date of receipt of fax / email bill subject to receipt of original invoice within due date.

**b. Energy shortfall bill:**

The due date for payment of energy shortfall bill would be 9th day after the date of receipt of fax / email bill subject to receipt of original invoice within due date.

In case the due date is a Bank holiday in A.P., the next working day would be treated as due date. Please note that the bill received before 02.00 P.M. on a working day at APPCC will only be considered as date of receipt, otherwise the next day will be considered as date of receipt. If the bill is not in full shape and needs to be corrected, the date of receipt of corrected bill will be treated as date of receipt.

**15 Rebate:**

No rebate shall be applicable on open access and energy shortfall bills.

**16 Surcharge for late payment:**

A surcharge of 15% (Fifteen percent) per annum shall be applied on all payments outstanding for more than 30 days after the due date of respective bill. This surcharge would be calculated on day to day basis for each day of the delay.

**17 Contract Performance Guarantee (CPG):**

- a. The EMD submitted in the form of BG will be converted into CPG.
- b. In the event, the CPG is not submitted within the stipulated period, the EMD submitted against the notification shall be forfeited.
- c. The CPG provided by the Successful Bidder(s) shall be forfeited for non-performance of the contractual obligations.
- d. If the Trader / Utility fails to schedule energy, the CPG will be forfeited.

**18 Back to Back Arrangement:**

In case the bidder is Trading Licensee, back to back LoI / Agreement / Authorization with the Exporting Utility for supply to APPCC shall be

attached with the bid. Bids received without LoI / Agreement / Authorization with the Exporting Utility for supply to APPCC shall be liable for rejection.

**19 Scheduling:**

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

- a. 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.
- b. 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.
- c. Scheduling of power should be uniform throughout the mentioned time block period filled in the tender document subject to Open Access approval received from nodal RLDC.

**20 Energy Accounting:**

- a. For the power supplied by Trader / Utility to APPCC during the entire month, the Trader / Utility shall issue a certified energy statement to APPCC based on the REA issued by Nodal RPC.
- b. For the power returned by APPCC to Trader / Utility during the entire month, Trader / Utility shall issue a certified energy statement to APPCC based on the REA issued by Nodal RPC.
- c. Once all the transactions are completed, Trader / Utility shall prepare a final energy account for APPCC showing the supply and return of power in energy terms (MU's).

- d. Accounting of energy exchanged will be carried out by Trader / Utility on the basis of implemented schedules (final revision) by respective Regional Load Dispatch Centre involved in transaction subject to final reconciliation on the basis of Regional Energy Accounts issued by respective Regional Power Committee involved in transaction at the end of contract period.
- e. The final settlement bill shall be raised on the basis of REA adjustment, if any.

**21. Settlement of Energy:**

The banking arrangement shall be purely on energy to energy transaction basis and shall be considered as cashless transaction. However,

- If APPCC, fails to return the returnable energy during a month, owing to transmission corridor constraints & other force majeure conditions, the remaining energy for that month shall be returned during the immediate succeeding month of the contracted return period or as per mutual consent of both the parties.
- In case quantum of power returned by APPCC is less than the power returnable by it, the differential energy shall be settled at the rate of Rs. 4.00 / kWh.

**22. Alternate Supply:**

If the power is supplied through alternate source, additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of bidders.

**23. Termination:**

APPCC 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 the Banking Arrangement. In such case, the EMD/CPG shall be forfeited.

**24. Dispute Resolution:**

All differences or disputes between the parties arising out of or in connection with this matter shall be referred to Andhra Pradesh

Electricity Regulatory Commission (APEREC) under Electricity Act, 2003.

**25. Court Jurisdiction:**

All differences or disputes between the parties arising out of or in connection with this banking arrangement, which fall beyond the Appropriate Commission under the Electricity Act, 2003, shall be governed by Law of India and subject to jurisdiction of Courts situated in Vijayawada only.

**26. 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, 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.

**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:**



**Annexure-II**

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:**

### **Annexure-III**

(ON THE LETTER HEAD OF THE BIDDER)

Tender Specification No.....

#### Description of Bidder

1. 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-IV**

(ON THE LETTER HEAD OF THE BIDDER)

### **QUANTUM AND RETURN RATIO OF BID**

We will supply power to the delivery point as per the set condition and various clauses of RfP unconditionally. The QUANTUM AND RETURN RATIO OF BID is as below:-

Delivery Point: Regional Periphery of the Exporting (Injecting) utility.

#### **Banking Arrangement**

##### **1. Arrangement-I**

###### **Export by (Name of Bidder) to APPCC**

<b>Period</b>	01.09.2019 to 30.09.2019
<b>Duration (Hrs)</b>	00:00 to 24:00
<b>Quantum (MW)</b>	

###### **Import by (Name of Bidder) from APPCC**

<b>Period</b>	01.12.2019 to 31.12.2019	01.01.2020 to 31.01.2020
<b>Duration (Hrs)</b>	00:00 to 24:00	00:00 to 24:00
<b>Quantum (MW)</b>		
<b>Return Percentage</b>		

## 2. Arrangement-II

### Export by (Name of Bidder) to APPCC

<b>Period</b>	01.09.2019 to 30.09.2019
<b>Duration (Hrs)</b>	00:00 to 18:00
<b>Quantum (MW)</b>	

### Import by (Name of Bidder) from APPCC

<b>Period</b>	01.12.2019 to 31.12.2019	01.01.2020 to 31.01.2020
<b>Duration (Hrs)</b>	00:00 to 18:00	00:00 to 18:00
<b>Quantum (MW)</b>		
<b>Return Percentage</b>		

Signature of Authorized

Signatory: Name:

Designation:

Tel No.:

Mobile No.:

E-Mail :

Name & Seal of Bidding Company

## **Annexure – V**

### **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)

In consideration of \_\_\_\_\_ (Bidder) submitting the Bid inter alia for Banking Arrangement of power on short term basis, in response to the RfP Notice issued by Andhra Pradesh Power Co-ordination Committee (APPCC) as an authorized representative of APDISCOMs vide RfP Notice No. APPCC / 19-20 / Banking / Tender / 01, Dt: \_\_\_\_\_ and \_\_\_\_\_ being a bidder, required to deposit EMD as per the terms of the RfP, the \_\_\_\_\_ (insert name of bank) hereby agrees unequivocally, irrevocably and unconditionally to pay Andhra Pradesh Power Co-ordination Committee (hereinafter referred to as “Procurer”) at Vijayawada forthwith on demand in writing from Dy.CCA/APPCC on behalf of Andhra Pradesh Power Co-ordination Committee or any Officer authorized by it in this behalf, any amount up to and not exceeding Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only), on behalf of \_\_\_\_\_ (Bidder).

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract 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.

The Guarantor Bank hereby agrees and acknowledges that the Procurer shall have a right to invoke this BANK GURANTEE in part or in full, as it may deem fit Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_. The Procurer shall be entitled to invoke this Guarantee until \_\_\_\_\_.

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

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 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 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 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.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only), and it shall remain in force until \_\_\_\_\_ with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if the Procurer serves upon us a written claim or demand.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

For

\_\_\_\_\_ (Insert name of the Bank)

Banker's Stamp and Full Address.

Dated this \_\_\_\_\_ day of \_\_\_\_\_