



GRIDCO LIMITED
Janpath, Unit-IX, Bhubaneswar-751022

BID DOCUMENT FOR
BANKING OF POWER BY GRIDCO Ltd. THROUGH LIMITED TENDER

TENDER NO: GRIDCO/Tender/Banking-2023-24/01
E-mail: gridco.trading.cell@gmail.com

Website: www.gridco.co.in

1	Date of publication or uploading of tender document	17:00 hrs of 28 th August, 2023 onwards
2	Last date & time of submission of tender	13:00 hrs of 11 th September, 2023
3	Date and time of opening of tender document	16:00 hrs of 11 th September, 2023
4	Place of Tender Opening	Conference Hall, GRIDCO Ltd., Janpath, Bhubaneswar-751022
5	Earnest Money Deposit (EMD)	Rs. 10,00,000/- (Rupees Ten Lakh Only)

1. Introduction and Background:

M/s. GRIDCO Limited (GRIDCO) is a limited company incorporated under the companies Act 1956 and engaged in the business of bulk supply of electricity as a deemed Intra-state Trading Licensee within its licensed area in the State of Odisha. GRIDCO Ltd. wishes to invite offers from the licensed power traders/ Utilities for banking of power on short term basis during the period 16th March, 2024 to 28th February, 2025 as per the arrangements given below:-

Arrangement A:**Import of power by GRIDCO**

Sl. No.	Period	Time Slot	Quantum	Nature	Delivery Point
1	01 st April, 2024 to 30 th June, 2024	RTC	250 MW	Firm	Regional periphery of injecting utility

Remarks: Minimum bid quantum shall be for 25 MW & for a minimum continuous period of 07 days. The import period may be extended on mutual agreement basis.

Return of power by GRIDCO

Sl. No.	Period*	Time Slot	%premium	Nature	Delivery Point
1	01 st November, 2024 to 28 th February, 2025	RTC	—	Firm & equal spread over the entire period	Regional periphery of injecting utility

Arrangement B:**Import of power by GRIDCO**

Sl. No.	Period	Time Slot	Quantum	Nature	Delivery Point
1	16 th March, 2024 to 31 st July, 2024	During any time slot	Upto 300 MW	As & when required/ available basis	Regional periphery of injecting utility

Remarks: Minimum bid quantum shall be for 25 MW & for a minimum continuous period of 07 days. The import period may be extended on mutual agreement basis.

Return of power by GRIDCO

Sl. No.	Period*	Time Slot	%premium	Nature	Delivery Point
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1	01 st November, 2024 to 28 th February, 2025	RTC	—	Firm & equal spread over the entire period	Regional periphery of injecting utility
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2. Eligibility:

- i. If the applicant is a Trader, then it must have valid Category I/II trading license from CERC and shall have a confirmed Lol/ LoA for the supply period from the counterpart Utility.
- ii. If the applicant is a Utility, then it must be able to bank the surplus power available with them at the delivery point during the supply period and off-take the banked power from the delivery point during the return period.
- iii. Offers should mention the supply/ return period with exact duration indicating the required return percentage.

3. Bid Documents:

The Bid submitted by the Bidder and all correspondence and documents relating to the bid shall be written in the English Language. The Bidder shall submit their bids in 2 (two) parts (Part-A & Part-B) duly signed by the authorized signatory on each page of Bid Document, in sealed envelope.

3.1. Part A: -The envelope containing the documents of part A, should indicate as "Part-A" and the Tender Specification Number should be indicated on the top of the envelope. The envelope should contain the following documents;

- i. Covering Letter indicating the list of documents enclosed in the envelope.
- ii. Bidder Company Data as per format annexed as **Annexure-I**.
- iii. Demand Draft towards the deposit of Earnest money or details of transfer of EMD amount through RTGS in the designated account of GRIDCO Ltd.
- iv. Bid Security Declaration as per **Annexure – II**.
- v. Anti-collusion affidavit (**Annexure-III**), to be executed on non-judicial stamp paper.
- vi. In case of bidder being a trader then it is required to submit photocopy of its valid trading license issued by CERC.

3.2. Part B: - The envelope containing the documents of Part B should indicate as "Part-B" and is to be duly filled in by the Bidder in the prescribed format, attached as **Annexure - IV** of this Tender Document. In case of bidder being a trader then it is required to submit confirmed Lol/ LoA for the supply period from the counterpart Utility.

Both the part A & Part B shall be put together in one sealed envelope marked “GRIDCO LIMITED Power Swap Arrangement” and shall be sent to:

**Sr. General Manager (T&BS),
GRIDCO Ltd.,
Janpath, Bhubaneswar-751022**

4. Contract Documents

GRIDCO Ltd. shall intimate the award of power swap (banking) arrangement to the successful Bidder(s) whose bids have been accepted through a Letter of Award (LoA) to be dispatched by E-mail/Fax /Regd. Post/ Speed Post. Successful Bidder shall convey his acceptance of Letter of Award within two (2) days of issue of Letter of Award. Acceptance of Letter of Award shall be construed as a binding document to be treated as a part of contract. The successful Bidder shall enter into a power swap agreement within Five (05) days from the date of receipt of LoA by e-mail. A draft copy of the Power Banking Agreement is attached as **Annexure - V**.

5. Compliance to the terms and conditions:

The Bidders are advised to ensure that the Bid is fully compliant with the requirements specified, terms & conditions contained in the Bid Document. **No deviation from these conditions is permissible and GRIDCO Ltd. shall reserve its right to reject/cancel any such Bid with any deviation without assigning any reason.**

6. Modification of the Bid Documents:

GRIDCO Ltd. reserves the right to modify terms and conditions of the Bid Documents prior to the submission of the Bid by the Bidder by issuing corrigendum/ corrigenda and such corrigendum/ corrigenda shall form part of the Bid documents.

7. Earnest Money Deposit

The Bid shall be accompanied with Earnest Money Deposit (EMD) for Rs. 10,00,000/- (Rupees Ten Lakh Only) in shape of Bank Draft drawn in any Nationalized Bank / Scheduled Commercial Bank in favor of “GRIDCO LIMITED” payable at BHUBANESWAR or through RTGS in the designated account of GRIDCO Ltd as detailed below;

- **Account Name** : GRIDCO Limited
- **Bank Name** : Union Bank of India, Bhubaneswar Main Branch,
38 – Ashok Nagar, Bhubaneswar - 751009
- **Account Number** : 380801014022021
- **IFSC Code** : UBIN0538086

The bid shall be summarily rejected automatically if the Earnest Money of the stipulated

amount is not accompanied with the bid. Further, it is to be noted that the EMD shall carry no interest.

Alternatively, bidders may also submit EMD in the form of BG for Rs. 10,00,000/- (Rupees Ten Lakh Only). The format of the BG is attached as **Annexure VI**. The BG must be valid for upto one year after expiry of transaction.

i. Forfeiture of EMD

The EMD shall be forfeited in the following instances:

- a. If the bidder withdraws or modifies bid during the bid validity period.
- b. The contractual obligations are not fulfilled satisfactorily.

ii. Refund of EMD

- a. The EMD shall be refunded on relevant request of the unqualified/ non-selected bidder(s) after 10 days of expiry of bid validity period.
- b. The EMD of the selected bidder(s) shall be refunded on relevant request after successful completion of the transaction period.

8. Bid Validity Period:

The offer shall remain valid for a period of 30 days from the date of opening of the Bid ("Bid Validity Period") and the Bidders shall have no right to withdraw the offer or alter any terms and conditions during the period of validity.

9. Submission & Opening of the Bid:

The Bid may be submitted on or before 11th September, 2023 by 13:00 Hours and the same will be opened on 11th September, 2023 at 16:00 Hours. Any bids received after 13:00 hours of 11th September, 2023 shall not be accepted. The Part A will be opened first and no deviation in Part A shall be allowed. The Part B of the bidders, who have satisfied the criteria laid down in Part A, shall be opened immediately after opening of Part-A on the same day. The Representatives of the participating parties may be present at the time of opening of the bid, if they desire so.

10. Evaluation of the Bid:

GRIDCO Ltd. shall not pay any trading margin towards such power swap arrangement and the bids shall be evaluated on the basis of the premium percentage quoted by the bidders. In case more than one Bidder quote same Return Percentage (%) then it shall be at the discretion of GRIDCO to choose the successful bidder(s).

11. GRIDCO Ltd.'s right to accept/reject the bid:

GRIDCO Ltd. 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 GRIDCO Ltd. also reserves the right to alter the quantities of power/split the quantities of power as fully described in **Clause 1**, amongst more than one selected Bidder for the same month. The decision of GRIDCO shall be final and binding on the Bidders in this respect and no further correspondence shall be entertained by GRIDCO Ltd. in this regard.

12. Governing Law:

All matters arising out of or in conjunction with the Bid Documents and/or the bidding process shall be governed by and construed in accordance with Indian Law and the courts of Bhubaneswar, Odisha shall have exclusive jurisdiction.


28/08/2023
Sr. General Manager (T&BS)
GRIDCO Ltd., Bhubaneswar

Sr. General Manager (T&BS)
GRIDCO Ltd.
Bhubaneswar

(To be given on the official letter of the Bidder)

ANNEXURE - I

BIDDERS COMPANY DATA

- a) Name:
- b) Name of the Contact Person:
- c) E-Mail Address:
- d) Postal Address:
- e) Telephone:
- f) Fax Number:
- g) Complete details of any suit pending against/filed by Bidder in CERC / OERC / Courts / Arbitrator related with trading of Energy and details of penalties imposed in earlier decisions.
- h) Other Information, if any.

Signature of the Authorized Representative with seal

(To be given on the official letter of the Bidder)

ANNEXURE - II

Bid-Security Declaration

To

Sr. General Manager (T&BS)
GRIDCO Ltd., Bhubaneswar

Reference: (1) Tender Enquiry No. _____.

(2) Our Bid No. _____ dt. _____

I/We , irrevocably declare as under: I/We understand that, as per Clauseof Tender/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit. I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of ----- years from the date of disqualification as may be notified by you (without prejudice to GRIDCO's rights to claim damages or any other legal recourse) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by GRIDCO, I/we failed to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Security Declaration Form:

Duly authorized to sign the bid for and on behalf of: _____
(complete name of Bidder)

Dated on _____ day of _____ month, _____ year.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid)

**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 person(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 instant proposal.

Date this..... Day of..... 2023.

Name of the Bidder

Signature of the authorized person

Name of the authorized person

(To be submitted on the official letter head of the Bidder)

ANNEXURE - IV

OFFER FOR SWAPING OF POWER

Arrangement A:

Import of power by GRIDCO

Sl. No.	Period	Time Slot	Quantum	Nature	Delivery Point
1	01 st April, 2024 to 30 th June, 2024	RTC		Firm	Regional periphery of injecting utility

Remarks: Minimum bid quantum shall be for 25 MW & for a minimum continuous period of 07 days. The import period may be extended on mutual agreement basis.

Return of power by GRIDCO

Sl. No.	Period*	Time Slot	%premium	Nature	Delivery Point
1	01 st November, 2024 to 28 th February, 2025	RTC	—	Firm & equal spread over the entire period	Regional periphery of injecting utility

Arrangement B:

Import of power by GRIDCO

Sl. No.	Period	Time Slot	Quantum	Nature	Delivery Point
1	16 th March, 2024 to 31 st July, 2024	During any time slot		As & when required/ available basis	Regional periphery of injecting utility

Remarks: Minimum bid quantum shall be for 25 MW & for a minimum continuous period of 07 days. The import period may be extended on mutual agreement basis.

Return of power by GRIDCO

Sl. No.	Period*	Time Slot	%premium	Nature	Delivery Point
1	01 st November, 2024 to 28 th February, 2025	RTC	—	Firm & equal spread over the entire period	Regional periphery of injecting utility

Name of the Bidder

Signature of the authorized person

Name of the authorized person

POWER BANKING AGREEMENT

Between

GRIDCO Limited

And

Entity Name

This **POWER SWAP AGREEMENT** made on ____ day of ____ 2023 at Bhubaneswar by and between:

GRIDCO Limited, a company incorporated under the Companies Act, 1956 and having its registered office at **Janpath, Bhubaneswar, Odisha-751022** (herein after referred to as "GRIDCO" which expression unless repugnant to the context or meaning thereof shall include its successors and permitted assigns) as **First Part**.

AND

Name of the Entity, a limited company incorporated under the Companies Act 1956, having its registered office at ----- (hereinafter referred to as "-----", which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) of the **Second Part**.

WHEREAS

- i) Trader is an inter-State trading licensee, who has been granted Category ----electricity trading license number ----- located at -----.

OR

Utility is a company engaged in the business of _____ in the State of _____.

- ii) GRIDCO floated a power banking tender vide offer Tender No.----- dated -----.
- iii) GRIDCO communicated its LoA to (Name of Entity) for power banking arrangement vide letter no. -----dated-----.

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows.

1. Quantum and period for Supply and Return of energy:**Arrangement A:****Import of power by GRIDCO**

Sl. No.	Period	Time Slot	Quantum	Nature	Delivery Point
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1	01 st April, 2024 to 30 th June, 2024	RTC	-----	Firm	Regional periphery of injecting utility
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Return of power by GRIDCO

Sl. No.	Period*	Time Slot	%premium	Nature	Delivery Point
1	01 st November, 2024 to 28 th February, 2025	RTC	—	Firm & equal spread over the entire period	Regional periphery of injecting utility

Arrangement B:

Import of power by GRIDCO

Sl. No.	Period	Time Slot	Quantum	Nature	Delivery Point
1	16 th March, 2024 to 31 st July, 2024	During any time slot	-----	As & when required/ available basis	Regional periphery of injecting utility

Remarks: Minimum bid quantum shall be for 25 MW.

Return of power by GRIDCO

Sl. No.	Period*	Time Slot	%premium	Nature	Delivery Point
1	01 st November, 2024 to 28 th February, 2025	RTC	—	Firm & equal spread over the entire period	Regional periphery of injecting utility

- The Delivery Point (for supply of power and return of power) shall be at regional periphery of the injecting utility. The corridor for the same will be booked in advance/ FCFS (First Come First Serve)/ Day Ahead along with alternative corridor as per CERC/ CTUIL guidelines by -----Entity Name -----, -----Entity Name----- shall not seek separate concurrence of GRIDCO for alternative corridor.
- Banking of any additional power by GRIDCO during the tenure of the banking arrangement will also be on same terms and conditions of this agreement, as per mutual agreement basis. The import/ return period may be extended on mutual agreement basis.
- The **injecting utility** shall bear all applicable transmission losses, if any, up to the delivery point. Similarly all short term Open Access charges involved up to the Delivery

Point such as State transmission charges, CTU PoC injection charges, scheduling & operating charges of RLDC/ SLDC, application fees of RLDC/ SLDC, SLDC consent charges and any other charges imposed by CERC/SERC/RLDC/SLDC as amended from time to time shall be to the account of injecting utility.

The **drawee utility** shall bear all applicable transmission losses, if any, beyond the delivery point. Similarly all short term Open Access charges involved beyond the Delivery Point, such as CTU PoC withdrawal charges, scheduling & operating charges RLDC/ SLDC, application fees of RLDC/ SLDC and any other charges imposed/declared by CERC/SERC/RLDC/SLDC as amended from time to time shall be to the account of drawee utility.

5. No trading margin shall be applicable & payable by GRIDCO during export/ import of power.
6. -----Entity Name ----- shall raise open access bill after receiving approval from Nodal RLDC, which shall be payable by GRIDCO, as per **Clause 4** of this agreement, within seven (7) days (Due date) of receipt of bill, excluding the date of receipt of the bill, through fax/ email at **gridco.trading.cell@gmail.com**.
7. ----Entity name----/ GRIDCO will raise adjustment bill of energy for non-supply of power as per **Clause 11 & Clause 12** of this agreement, which shall be payable by GRIDCO Name ---- within seven (7) days (due date) of receipt of bill by fax/ email excluding the day of receipt of bill through e-mail. In case of default by ---Entity name--- to make the payment within due date, GRIDCO Ltd. will invoke the clauses of the Bid Security Declaration form.
8. The bill must be faxed/ e-mailed. However, hardcopy of the bill shall invariably be sent to GRIDCO by post. In case the due date is a Bank Holiday, the next working day will be the due date.
9. No rebate shall be applicable on the Open Access bills. A rebate of 2% shall be applicable on adjustment bill of energy, if the payment is made within the Due Date.
10. A surcharge of 15% (Fifteen Percent) per annum shall be applied on all payments outstanding after the due date. This surcharge would be calculated on a day-to-day basis for each day of the delay.
11. **Energy Accounting:**
 - i) For the power availed/ returned by GRIDCO from/ to the ----Entity Name ---- during any month, ----Entity Name ---- shall issue a certified energy statement to GRIDCO based on the REA issued by nodal RPC.

- ii) Once all the transactions in the banking agreement are completed, ----Entity Name ---- shall prepare final energy account for GRIDCO showing the supply and return of power in energy terms (MU's) and prepares a settlement bill based on the final energy accounting.
- iii) Energy Accounting will be carried out by ----Entity Name ---- on the basis of implemented schedule (final revision) of respective RLDC. The same shall be subject to final reconciliation on the basis of Regional Energy Accounts issued by Respective RPC at the end of contract period. Final bill (if any) shall be raised on the basis of REA issued by the respective RPC.

12. Settlement during Return Period :

Since it is a banking arrangement, all effort will be made by both the parties to settle through the transfer of energy only. In case of transmission corridor constraints during the return period when the application is submitted to RLDC on advance basis then the application shall be submitted on day-ahead/FCFS basis or as mutually agreed.

The contracted quantum shall be at the delivery point and accordingly all settlement shall be at delivery point.

FOR RETURNING OF POWER:

- a) If the obligated entity fails to return the banked power during the normal returning period, the balance quantity shall be returned during the immediate succeeding month of return period or as per mutual agreement between both the parties.
- b) However, settlement rate for the differential energy, if any, will be at the rate of Rs. 3.00/KWh.
- c) In case GRIDCO Ltd. (during its return period) supplies but ----Entity name----doesn't take power then GRIDCO Ltd. will pay to ----Entity Name ---- for such energy at the rate of Rs 1.00/KWh.
- d) -----Entity Name----- will facilitate such settlement process on back to back basis between the respective utilities.

13. Corridor Surrender/ Revision:

During period of supply of power by ----Entity Name---- to GRIDCO Ltd., GRIDCO Ltd. reserves the right to reduce the quantum of supply. Once open access is approved, any schedule revision shall be allowed only after consent from GRIDCO Ltd. In case of revision / cancellation of approved open access quantum, the party seeking revision / cancellation shall bear all the consequent open access charges and any other charges as applicable under the Inter-State Open Access Regulations in force from the injection point till the point of drawl applicable due to such surrender/cancellation. This may be noted that any curtailment/ down ward revision of the approved open access quantum

shall be done equally/ proportionately in every time block with a clear three days (excluding Sundays & holidays) written notice to GRIDCO Ltd./ ----Entity Name---- as the case may be, from the implementation date of the surrender.

The banking and returning of electrical energy by GRIDCO Ltd. to ----Entity Name---- is subject to transmission corridor constraints. Scheduling and dispatch of the power shall be coordinated by --Entity Name--- with the respective nodal RLDC/SLDC as per relevant provisions of IEGC and the decisions of RLDC's & RPC's. ---- Entity Name ---- shall ensure scheduling of this power in full in advance, FCFS/ Day ahead basis except in case of transmission corridor constraints. --- Entity Name--- shall apply for the quantum in the open access application to be injected to match the quantum to be returned at delivery point as per **Clause 1** and all the applicable open access charges (transmission, operating, Point of connection charges and any other charges) on applied quantum & transmission losses shall be borne by GRIDCO Ltd. & ---Entity Name--- as per **Clause-4 of this agreement**.

14. The final settlement of Energy under this power swap arrangement shall be based on the Energy supplied by ---Entity Name--- (during supply period) and GRIDCO Ltd. (during return period) at delivery point as per the Regional Energy Account (REA) of respective RPCs.

15. Taxes & Duties:

Any taxes and duties levied subsequently by Regulatory Authorities, Regional Load Dispatch Centres, State Load Dispatch Centres, Central/State Govt. on Open access and other related charges or any levy of tax with retrospective effect on account of change in Regulations would be recovered from -----Entity Name----- when the tax obligation will arise.

16. Effective date:

This power banking agreement between GRIDCO Ltd. and ----Entity Name----- shall be effective from date of -----(commencement of power supply)-----.

17. Dispute Resolution:

- In case of any dispute by either party, the affected party shall file the written objections within 10 days of receipt of bill/payment with details of dispute.
- The parties shall meet within a period of 30 days from the date of receipt of Notice and use their best efforts to settle the Dispute/Difference in an amicable manner through good faith negotiations.
- In the event of failure of the parties to settle Dispute/Difference amicably within such 30 days period, either party may refer unresolved dispute or difference for resolution

by Arbitration, in accordance with the provision under Section 158 of the Electricity Act, 2003. The venue for arbitration shall be at Bhubaneswar.

- Notwithstanding the existence of any disputes and differences, whether referred to arbitration or not, the Parties hereto shall continue to perform their respective obligations under this Agreement throughout the Term of this Agreement.

18. Arbitration:

Subject to the statutory provisions for arbitration under the Electricity Act 2003, all other differences or disputes between the parties arising out of or in connection with the banking arrangement shall be settled through arbitration subject to the provision of the Arbitration and Conciliation Act, 1996. The venue for arbitration shall be at Bhubaneswar.

19. Court Jurisdiction:

All differences or dispute between the parties arising out of or in connection with this banking arrangement, which fall beyond the appropriate commission under Electricity Act, 2003, shall be governed by Law of India and subject to jurisdiction of Courts situated in Bhubaneswar only to the exclusion of all other courts.

20. Force Majeure

No party shall be liable for any claim of any damage whatsoever arising out of failure to carry out the terms of the LOA due to the reasons governed by Force Majeure conditions as given below:

- a) Any restriction imposed by RLDC/SLDC in scheduling of power due to break down of transmission / gird constraint or non-availability of open access shall be treated as force majeure without any liability on either side.
- b) 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 land slide or acts of terrorism causing disruption of the system. Any other reason as may be which are beyond the control of either party.
- c) In case 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 event and give written information to the other party within 24 hrs 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

21. Change in Law:

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

22. Set off Clause:

Notwithstanding anything contained in this Agreement, Parties hereby expressly agree and covenant with each other that either Party claiming any amount from the other Party shall not set-off that particular amount from any other transaction between the parties other than the one provided in this Agreement.

23. Address for Correspondence

All Notices for correspondence, billing, scheduling, etc be delivered personally, by registered or certified mail or facsimile to the following addresses:

For GRIDCO Ltd.:

**Sr. General Manager (T&BS)
GRIDCO Limited,
Janpath, Bhubaneswar
Odisha - 751022**

E-mail: gridco.trading.cell@gmail.com

For M/s.(Name of the Entity).....

Address :
Attention :
Phone No. :
e-mail :

IN WITNESS whereof the duly authorized Representative of the Parties have signed on the day and year first hereinabove written.

For and on behalf of ---Entity Name----

For and on behalf of GRIDCO Limited

Name and designation with seal

Name and designation with seal

Witness

Witness

FORMAT OF THE 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 (Insert name of the Bidder) submitting the Bid *inter alia* for power banking period during the period {Insert Period}, in response to Tender (Ref no-----) issued by **GRIDCO Ltd.** and {Insert Name of the bidder} (Hereinafter called bidder) being a bidder is required to deposit EMD as per terms of Tender, having agreed for submission of an irrevocable bank guarantee for **Rupees Figures----- [Rupees words----- Only]**, towards security / guarantee for compliance of his obligations in accordance with the terms and conditions of the Tender.

{Name of Bank} ("Guarantor Bank")

Address :- BHUBANESWAR Branch

BANK GUARANTEE NO: { }

DATE: { Date of creation}

Amount: { }

We **{Name & Address of Bank}** (here in after referred to as "Guarantor Bank") hereby agree unequivocally, irrevocably and unconditionally to pay **GRIDCO Ltd.** an amount not exceeding **Rupees {figures--- }/- [Rupees { words-----}]** on demand by the **GRIDCO Ltd.** .

The Guarantor Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from **GRIDCO Ltd.** or any representative authorized by it. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rupees {figures --- } - [Rupees {words ----- }]**

The Guarantor Bank do hereby expressly agree that it shall not require any proof in addition to the written demand from **GRIDCO Ltd.** or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to **GRIDCO Ltd.** or its authorized representative.

We, the said bank further undertake to pay to **GRIDCO Ltd.** any money so demanded notwithstanding any disputes raised by the bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The Guarantor Bank further agree that the guarantee herein contained shall remain in full force and effect until **{One year after expiry of the transaction}**. **GRIDCO Ltd.** shall be entitled to invoke this Guarantee until **{the date in the preceding sentence}**

The Guarantor Bank further agree that **GRIDCO Ltd.** shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender. We shall not be relieved from our liability by reason of any such variation.

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

The Guarantor Bank represent 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, liquidation, winding up, dissolution 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 **GRIDCO Ltd.** or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the 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 **GRIDCO Ltd.** or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank hereby agree and acknowledge that **GRIDCO Ltd.** shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. The bank guarantee amount will be remitted to the account of **GRIDCO Ltd.** as mentioned in written demand from **GRIDCO Ltd.**

We {Name of Bank} lastly undertake not to revoke this guarantee except with the previous consent of GRIDCO Ltd. in writing.

Notwithstanding anything contained herein,

- (i) Our liability under this guarantee shall not exceed **Rupees {figures----} [Rupees words-----]**
- (ii) This bank guarantee shall be valid up to **{One year after expiry of the transaction}**. **GRIDCO Ltd.** shall be entitled to invoke this Guarantee until **{the date in the preceding sentence}**
- (iii) We are liable to pay guarantee amount or any part thereof under this guarantee only if you serve us a written claim or demand at our office, **{Name and Address of Bank BHUBANESWAR Branch}** within the validity period of this Bank Guarantee. After which the bank shall be discharged from all the liabilities.

Dated :

Place : BHUBANESWAR

