

BANK GUARANTEE NO. _____ DATED _____

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. To be provided in the name of "Noida Power Company Limited" @ Rs. 30,000/- per MW per month for Capacity bided by Bidder)

Whereas Noida Power Company Limited, a power distribution licensee operating in Greater Noida Area having its office at Electric Sub-station, Knowledge Park-IV, Greater Noida – 201310 (U.P.) (Near Wipro) (hereinafter referred to as the "Procurer", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has invited Bids from Generators, Captive Power Plants, Licensed Power Traders, State Utilities and Distribution Licensees from all over India for procurement of Non-Solar renewable power on Short Term basis vide its Tender Notice dated (hereinafter referred to as the "the tender") and M/shaving its registered office at (hereinafter referred to as the "Bidder" or "Supplier" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), in response to the above tender notice is submitting its bid forMW Non-Solar renewable power for no. of months after perusing and accepting the terms and conditions of the aforesaid tender.

And whereas, as per the terms of the tender, Bidder is required to provide a Bank Guarantee as EMD for Bid Security for a sum equivalent to **Rs. 30,000/- (Rs. Thirty Thousand Only) per MW per month** to the Procurer on or before _____ i.e. the last date for submission of bid.

And whereas for the purpose, the _____{Insert Guarantor Bank Name} having its registered office _____ hereinafter referred to as "Guarantor Bank" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns, has agreed unequivocally, irrevocably and unconditionally to pay to the procurer on demand in writing or any Officer authorized by it in this behalf, any amount up to and not exceeding Rs. _____/- (Rupees _____ Only).

Now it is agreed as follows :

- 1) We, the Guarantor Bank hereby agrees unequivocally, irrevocably and unconditionally to pay to Procurer forthwith on demand in writing from the Procurer or any Officer authorized by it in this behalf , without any demur, reservation, contest, recourse or protest and/or without any reference to the Bidder, any amount up to and not exceeding Rs. _____/- (Rupees _____ Only)
- 2) The Guarantor Bank shall make payment hereunder on first demand without any demur, reservation, contest, recourse, protest, restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder. The Guarantor Bank shall not require Noida Power Company Limited (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.

- 3) The demand shall consist only of an original letter issued by Procurer stating that the Bidder has failed to fulfil its obligations under the Bid. Such demand made by the Procurer on the Guarantor Bank shall be conclusive and binding notwithstanding any difference or dispute between the Procurer and the Bidder or any difference or dispute pending before any Court, Tribunal, Arbitrator or any other authority.
- 4) Our liability under this Guarantee is restricted to Rs. _____/- (Rupees _____ Only). Our Guarantee shall remain in force until[Date of Validity]. Noida Power Company Limited (Procurer) shall be entitled to invoke this Guarantee up to **thirty days** of the last date of the validity of this Bank Guarantee i.e [Date of Validity] by issuance of a written demand to invoke this guarantee on or before claim period i.e.....[Claim Date].
- 5) Any payment made hereunder shall be made free and clear of, and without deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and whomsoever imposed. We unconditionally acknowledge that any such demand by the Procurer of the amounts payable by us upto the Aggregate Maximum Amount of this Guarantee to the Procurer during this Guarantee's validity shall be final, binding and conclusive evidence in respect of the amounts payable by the Bidder to the Procurer.
- 6) Unless extended, this Bank guarantee shall be valid and binding on the Guarantor Bank up to and including[Date of Validity] and shall in no event 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 by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.
- 7) The Guarantor Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Procurer and further agrees that the guarantee herein contained shall continue to be enforceable during the period that would be taken for satisfactory performance and fulfilment in all respects of the bid or in the event of any dispute between the Procurer and Bidder until the dispute is settled (provided that the claim/demand under this guarantee is lodged/referred during the currency of this guarantee) or till the Procurer discharges this guarantee whichever is earlier.
- 8) This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Noida Power Company Limited (Procurer) shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Bidder, to make any claim against or any demand on the Bidder or to give any notice to Bidder or to enforce any security held by Noida Power Company Limited (Procurer) or to exercise, levy or enforce any distress, diligence or other process against the Bidder.
- 9) 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.
- 10) 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 or Bidder or Procurer.

11) The Guarantor Bank hereby agrees and acknowledges that Noida Power Company Limited (Procuree) shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

12) Confirmation of this Bank guarantee may be obtained by the beneficiary from the following:-

Name -
Designation -
Contact No. -
Email ID -

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____/- (Rupees _____ Only) and it shall remain in force until[Date of Validity] and which includes an additional claim period of thirty days i.e.[Claim Date].

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of at

Witness:

1.

.....

Signature

Name and Address:

2.

.....

Designation with Bank Stamp

Name and Address:

Attorney as per power of attorney No.

For:

..... [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this day of 20....

Notes:

The Stamp Paper should be in the name of the Executing Bank.