



NOIDA POWER COMPANY LIMITED

INVITES

BIDS FOR BANKING OF UP TO 80 MW RTC/SLOT WISE POWER ON FIRM BASIS

FOR THE PERIOD OF 01.11.2022 to 30.09.2023

Tender No. NPCL/Banking/FY'2022-23/01 dated 08.09.2022

S. No.	Event	Date/Time
1.	Publication of Bid Documents	09.09.2022 at 12:00 Hrs.
2.	Last Date of submission of Bids including EMD	16.09.2022 at 15:00 Hrs.
3.	Opening of Non-financial & Financial Bids	16.09.2022 at 15:30 Hrs.

Office inviting bids & Place of submission	Sanket Srivastava, Head (Power Purchase), Noida Power Company Limited, Electric Sub-station, Knowledge Park-IV, Greater Noida – 201310 (U.P.) Tel:- 0120-6226601/02 e-mail: powertrading@noidapower.com
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1. Introduction and Background:

Noida Power Company Limited (NPCL), Electric Sub-station, Knowledge Park-IV, Greater Noida City – 201310 (U.P.), a Company incorporated under the Companies Act, 1956/ 2013 and Deemed Licensee as per provisions of the Electricity Act, 2003 wishes to invite offers from ***the State Utilities/Distribution Licensees/SEBs and Category-I licensed power traders*** for banking of power on short term basis for the period commencing from 01st Nov'2022 to 30th Sep'2023 as per the details given below subject to the approval of Hon'ble U.P. Electricity Regulatory Commission (UPERC): -

Supply of Power to NPCL (Arrangement-1)		
Period	Duration (Hrs.)	Quantum (MW)
01.11.2022 to 30.11.2022 (excluding Sundays)	00:00 to 24:00	20
01.12.2022 to 31.12.2022 (excluding Sundays)	00:00 to 24:00	50
01.03.2023 to 31.03.2023 (excluding Sundays)	00:00 to 24:00	80

Supply of Power to NPCL (Arrangement -2)		
Period	Duration (Hrs.)	Quantum (MW)
01.11.2022 to 30.11.2022	00:00 to 04:00 & 20:00 to 24:00	50
01.12.2022 to 31.12.2022	00:00 to 04:00 & 20:00 to 24:00	50
01.01.2023 to 31.01.2023	00:00 to 04:00 & 20:00 to 24:00	50
01.02.2023 to 28.02.2023	00:00 to 04:00 & 20:00 to 24:00	50
01.03.2023 to 31.03.2023	00:00 to 04:00 & 20:00 to 24:00	50

Note- 1) NPCL may decide to import under any or both of the above requisitions

2) Minimum bid quantum shall be 20 MW and for a minimum continuous period of one month

3) The bid should be for the entire period of a block

2. Return of Power by NPCL:

The above banked power will be returned by NPCL during the period and duration as mentioned in the table below. Trader/Utilities are requested to clearly indicate the return percentage of the power banked to be taken from NPCL. The return % offered by the bidders shall be considered for the purpose of bid evaluation and finalization of the successful bidder.

Period	Duration	Returnable Energy
1 st May'2023 to 30 th Sep' 2023	RTC	Return % to be specified

However, in case the return percentage quoted by the bidders are same then the offer of the bidder with lower trading margin shall be considered.

3. Submission of Bid:

The Bidders shall submit their bids in two parts i.e. Non-Financial Bid (Part-I) and Financial Bid (Part-II) as below:

- "Part-I"- shall consist of Shareholding pattern of the Bidder, Photocopy of the Trading License (in case Bidder is a Trading Licensee), EMD/BG (as per Annexure-III) and acceptance of general terms & conditions as per the specified format attached as **Annexure-I**
- "Part-II"- shall consist of "Financial bid" for Banking of power in the prescribed format attached as **Annexure-II**

The Part-I shall be sealed in separate envelope and marked as "Part-I" and similarly Part-II shall be sealed in separate envelope and marked as "Part-II". Both the envelopes shall be put together in one sealed envelope and marked as ***"Tender for Banking of Power by Noida Power Company Limited"*** and shall be sent to:

**Sanket Srivastava,
Head (Power Purchase),
Noida Power Company Limited,
Electric Sub-station, Knowledge
Park-IV, Greater Noida – 201310 (U.P.)
Tel:- 0120-6226601/02
e-mail: powertrading@noidapower.com**

4. Contract Documents:

NPCL shall intimate the award of power banking arrangement to the successful Bidder(s) through a Letter of Award (LoA) to be sent by e-mail within 30 days of the opening of the Bids. Successful Bidder shall convey his acceptance of Letter of Award within 1 days of issuance. Subsequently, a PPA will be signed between NPCL and the successful bidder. Acceptance of Letter of Intent shall be construed as a binding contract.

The LoA as well as PPA will be subject to the approval of Hon'ble UPERC.

5. Compliance to the terms and conditions:

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

6. Earnest Money Deposit (EMD)/ Bank Guarantee (BG):

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 or Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal, if available. The EMD amount may also be submitted through RTGS in the following Bank Account:

Beneficiary Name: Noida Power Company Limited
Beneficiary Address: Electric Sub-station, Knowledge Park-IV, Greater Noida – 201 310
Name of the banker: HDFC BANK LTD
Address of the Branch: 209-214, Kailash Building, 26, Kasturba Gandhi Marg,
New Delhi – 110 001
IFSC Code: HDFC0000003
MICR Code: 110240001
Account no. 00030330019412
Type: Current Account
PAN No. AAACN4984D

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/-

The original EMD needs to be submitted before the opening of the Non-Financial Technical Bid.

The EMD shall be forfeited:

- If Bidder withdraws bid during Bid Validity Period except as provided in the Guidelines.
- If Bidder fails to provide its unconditional acceptance on the Letter of Award

The EMD shall be refunded to the unsuccessful Bidders within 10 days of expiry of Bid validity period.

7. NPCL's right to accept/reject the bid:

NPCL reserves the right to reject all or any of the Bids or cancel the bidding process at any stage without assigning any reasons whatsoever and without any liability.

8. Modification of the Bid Documents:

NPCL 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.

9. Bid Validity Period:

The offer against tender should remain valid for a period of 30 (Thirty) days from the day of opening of the tender.

10. Submission of the Bid:

The bid may be submitted at NPCL office on or before 16th Sep' 22 by 15:00 hours physically and it will be opened on the same day at 15:30 hours. The offer received after 15:00 hours of 16th Sep'22 shall not be accepted. The Part-I will be opened first and no deviation in Part-I shall be allowed. The Part-II of only those bids which satisfies the criteria laid in Part-I shall be opened.

The representatives of the participating parties may be present at the time of opening of the bid, if they desire so.

11. Communication:

- All parties shall rely of written communication only.
- The Bid submitted by the Bidder and all correspondence(s) and document(s) relating to the bid shall be written in English Language.
- NPCL reserves the right to ask for the additional information from the Bidder through e-mail / fax only. The e-mail id ssrivastava@noidapower.com will be used for the same.

General Terms and Conditions

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

1. Quantum:

NPCL invites bids in the prescribed format for banking of power as mentioned in Clause 1 of the tender document subject to the approval of Hon'ble UPERC and the same is reproduced as below:

Supply of Power to NPCL (Arrangement-1)		
Period	Duration (Hrs.)	Quantum (MW)
01.11.2022 to 30.11.2022 (excluding Sundays)	00:00 to 24:00	20
01.12.2022 to 31.12.2022 (excluding Sundays)	00:00 to 24:00	50
01.03.2023 to 31.03.2023 (excluding Sundays)	00:00 to 24:00	80

Supply of Power to NPCL (Arrangement -2)		
Period	Duration (Hrs.)	Quantum (MW)
01.11.2022 to 30.11.2022	00:00 to 04:00 & 20:00 to 24:00	50
01.12.2022 to 31.12.2022	00:00 to 04:00 & 20:00 to 24:00	50
01.01.2023 to 31.01.2023	00:00 to 04:00 & 20:00 to 24:00	50
01.02.2023 to 28.02.2023	00:00 to 04:00 & 20:00 to 24:00	50
01.03.2023 to 31.03.2023	00:00 to 04:00 & 20:00 to 24:00	50

Note- 1) NPCL may decide to import under any or both of the above requisitions

2) Minimum bid quantum shall be 20 MW and for a minimum continuous period of one month

3) The bid should be for the entire period of a block

2. Delivery Point:

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

3. Transmission Charges & Losses:

At the time of Import by NPCL: All Open Access charges & losses up to the Delivery Point i.e. intra-state transmission charges & losses, scheduling & operating charges along with application/consent fee of SLDC for the Exporting Utility shall be borne by the Bidder. All other charges & losses beyond the Delivery Point i.e. CTU/PGCIL transmission charges & losses, scheduling & operating charges of any intervening RLDC, application fee of NRLDC, consent fee of UPSLDC, scheduling & operating charges of UPSLDC along with U.P. State transmission charges & losses shall be borne by the Importing Utility/NPCL.

At the time of Export by NPCL: All Open Access charges & losses up to the Delivery Point i.e. intra-state transmission charges & losses, scheduling & operating charges along with application/consent fee of SLDC for the Exporting Utility shall be borne by NPCL. All other charges & losses beyond the Delivery Point i.e. CTU/PGCIL transmission charges & losses, scheduling & operating charges of any intervening RLDC, any intra-state transmission charges & losses, scheduling & operating charges along with application/consent fee of SLDC of Importing Utility/Bidder shall be borne by the Bidder.

Any other charges/losses, other than specified above shall be to the account of the successful bidder/Trader. Any Taxes, duties & cess etc. if becomes applicable, shall be borne by the bidder.

4. Scheduling:

- a) The Bidder shall make necessary applications to secure short term open access for the contracted quantity of power in terms of regulations of Hon'ble CERC/UPERC from the point of injection till the drawal point. Further, all consents/approvals of SLDC/RLDC for Exporting Utilities' State as well as Importing's Utilities' State for booking the open access /transmission corridor shall be arranged by Bidder.
- b) In case, the successful bidder is a trader or DISCOM with LTA then the application for open access shall be punched by the successful bidder on behalf of NPCL. If the successful bidder is a DISCOM without LTA then NPCL will apply for open access. In such cases all charges payable to SLDC/RLDC shall be reimbursed to NPCL without any rebate within 7 days on receipt of the bill from NPCL, beyond which Late Payment Surcharge @ 1.25% per month shall be applicable.
- c) The successful bidder shall apply for open access for the entire contracted quantum for all the blocks of the contracted period immediately after the receipt of LoA from NPCL as per the timeline stipulated in Hon'ble CERC's Open Access Regulations as amended from time to time.

5. Trading Margin:

Traders are required to specify the trading margin for the banked power with NPCL. No trading margin will be applicable while NPCL is exporting the power.

6. Energy Accounting:

- a) For the power supplied to NPCL by the Trader/Exporting Utility during any month, Trader/Exporting Utility shall issue a certified energy statement to NPCL based on the REA issued by nodal RPC.
- b) Also, for the return of banked power by NPCL during any month, the Trader/Importing Utility shall issue a certified energy statement based on REA issued by nodal RPC.
- c) Once all the transactions in the banking agreement are completed, Trader/Utility shall prepare final energy account for NPCL containing the details of the supplied power and return of power, if any in energy terms (MUs) and prepare a settlement bill based on the final energy accounting.
- d) Energy Accounting will be carried out by Trader/Utility on the basis of final implemented schedule of NRLDC when NPCL is importing and respective RLDC when NPCL is exporting. 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

7. Payment/surcharge on late payment:

- a) Due Date for the bills raised on account of trading margin, open access charges and adjustment of energy shortfall shall be 7 days from the date of receipt of bill through Fax/e-mail (excluding the date of receipt of such bill).
- b) No rebate will be applicable on Open Access bills, Trading Margin bills, Compensation bills and Settlement bills (if any). For all the payments outstanding beyond due date a surcharge @ 1.25% per month shall be applicable on defaulting party.
- c) In case of import of power by NPCL, the bidder or the exporting Utility as the case may be shall issue trading margin bills on weekly basis based on implemented schedule of NRLDC on provisional basis. For the purpose of weekly bills, each month will be divided into four parts starting from 00:00 hrs. of 1st ,9th ,16th and 24th day of the month to

24:00 Hrs of 8th, 15th, 23rd and last day of the month, respectively. The provisional bills shall be subjected to final adjustment at the end of the month on the basis of final REA issued by concerned Regional Power Committee (RPC).

- d) In the event of the due date of payment being a Bank / NPCL holiday, the next working day shall be considered as the due date of payment.

8. Corridor Surrender/Revision:

Once open access application is approved by the concerned RLDC, any schedule revision shall be allowed only after consent from NPCL. 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 Hon'ble CERC's Open Access Regulations from the injection point till the point of drawl.

9. Payment of Liquidated Damages for failure to supply the Instructed Capacity to NPCL during Nov'22, Dec'22 and Mar'23

- a) Both the parties would ensure that actual scheduling does not deviate by more than 15% of the contracted power as per the approved open access on monthly basis.
- b) In case deviation from NPCL/Importing Utility's side is more than 15% of contracted energy for which open access has been allocated on monthly basis, NPCL shall pay compensation at 20% of Settlement Rate as specified in Clause-10 for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract.
- c) In case deviation from Exporting Utility/Trader's side is more than 15% of contracted energy for which open access has been allocated on monthly basis, Exporting Utility/Trader shall pay compensation to NPCL/Importing Utility at 20% of Settlement Rate as specified in Clause-10 for the quantum of shortfall in excess of permitted deviation of 15% in the energy supplied and pay for the open access charges to the extent not availed.
- d) The payment for the compensation and the loss of open access charges shall be settled within 7 days from the date of claim failing which surcharge shall be applicable as per clause 7 of this tender document.

10. Settlement Rate:

If the energy is exchanged between NPCL and trader/ utility in the desired proportion, no monetary transaction will take place. However, if the contracted energy is not returned

by Importing Utility/NPCL due to any reason whatsoever then in that case **only the banked energy** will be settled by Importing Utility/NPCL at settlement rate. **The Settlement Rate for this purpose shall be Rs. 6.09/kWh less trading margin (if any) quoted by the bidder.** The amount towards settlement of banked energy shall be remitted to the Exporting Utility/Trader within 7 days from the last date for punching of application on open access portal/NOAR under 1 month advance category.

11. Contract Performance Guarantee (CPG)

- a) 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.
- b) 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.
- c) In the event, the CPG is not furnished within the stipulated date, the EMD submitted against the Notification shall be forfeited.
- d) 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.

12. Letter of Credit

Importing Utility/NPCL shall be required to provide standby Letter of Credit (LC) equivalent to 100% of the weekly energy corresponding to Contracted Capacity at the Settlement Rate indicated in Clause-10. LC shall be opened prior to commencement of supply of power.

13. Change in Law:

Change in Law shall include-

- Any change in transmission charges and open access charges
- Any change in taxes (excluding income tax), duties, cess or introduction of any tax, duty, cess made applicable for banking of power

14. Force Majeure:

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 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 /SLDC / RPC. 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 hours 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.

15. Dispute Resolution:

- a) 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.
- b) All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996.
- c) Notwithstanding any legal dispute, disagreement or difference, the parties here to, continue to perform the respective obligations under power purchase agreement.

16. Governing Law:

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 NPCL has its headquarters shall have exclusive jurisdiction.

Annexure-I

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

Non-Financial Bid

Acceptance of General terms and Conditions:

(To be signed by the authorized signatory of the bidder)

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

The photocopy of valid trading license issued by CERC is enclosed. (Applicable in case of Electricity Traders only)

Signature with stamp: (Authorized Signatory)

Name:

Designation:

Contact No:

E-mail ID:

Annexure-II

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

Financial Bid

- **Supply of Power to NPCL:**

Supply of Power to NPCL (Arrangement-1)		
Period	Duration (Hrs.)	Quantum (MW)
01.11.2022 to 30.11.2022 (excluding Sundays)	00:00 to 24:00	
01.12.2022 to 31.12.2022 (excluding Sundays)	00:00 to 24:00	
01.03.2023 to 31.03.2023 (excluding Sundays)	00:00 to 24:00	

Supply of Power to NPCL (Arrangement -2)		
Period	Duration (Hrs.)	Quantum (MW)
01.11.2022 to 30.11.2022	00:00 to 04:00 & 20:00 to 24:00	
01.12.2022 to 31.12.2022	00:00 to 04:00 & 20:00 to 24:00	
01.01.2023 to 31.01.2023	00:00 to 04:00 & 20:00 to 24:00	
01.02.2023 to 28.02.2023	00:00 to 04:00 & 20:00 to 24:00	
01.03.2023 to 31.03.2023	00:00 to 04:00 & 20:00 to 24:00	

- **Return of Power by NPCL:**

Period	Duration	Returnable Energy
1 st May'2023 to 30 th September' 2023	RTC	_____ %

- **Trading Margin:**

The trading margin while Importing Power by NPCL under the banking arrangement during supply period specified in the Bid document shall be _____ **paisa/kWh**.

Signature with stamp: (Authorized Signatory)

Name:

Designation:

Contact No:

E-mail ID:

Annexure-III

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.) (hereinafter referred to as the "Importing Utility", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has invited Bids from the State Utilities/Distribution Licensees/SEBs and Category-I licensed power traders from all over India for Banking of power 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 "Exporting Utility" 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 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 Importing Utility 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 Importing Utility 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 Importing Utility forthwith on demand in writing from the Importing Utility *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 (Importing Utility) to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Importing Utility in respect of any payment made hereunder.
- 3) The demand shall consist only of an original letter issued by Importing Utility stating that the Bidder has failed to fulfil its obligations under the Bid. Such demand made by the Importing

Utility on the Guarantor Bank shall be conclusive and binding notwithstanding any difference or dispute between the Importing Utility 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 (Importing Utility) 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 Importing Utility of the amounts payable by us upto the Aggregate Maximum Amount of this Guarantee to the Importing Utility during this Guarantee's validity shall be final, binding and conclusive evidence in respect of the amounts payable by the Bidder to the Importing Utility.
- 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 Importing Utility 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 Importing Utility 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 Importing Utility 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 (Importing Utility) 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 (Importing Utility) 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 Importing Utility.

11) The Guarantor Bank hereby agrees and acknowledges that Noida Power Company Limited (Importing Utility) 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.