

FORMAT OF THE BANK GUARANTEE

(For EMD)

To,
The Addl. General Manager(BD),
NTPC Vidyut Vyapar Nigam Limited,
1st Floor, Core-5, SCOPE Complex,
Lodhi Road New Delhi -110003
Phone:9650990836/ 011-24368219
Fax:011-24362009

In consideration of _____ submitting the Bid *inter alia* for purchase of Wind Power sourced from NALCO 50.4 MW Wind Power Plant at Jath, Maharashtra for the period **01.11.2018 to 31.03.2020** on short term basis, in response to Tender Ref no. **Tender Specification No. NVVN/NALCO/NIT/SALE/RE POWER/002** issued by **NTPC Vidyut Vyapar Nigam Limited (NVVN)** and _____ (Herein after called bidder) being a bidder, required to deposit EMD as per terms of Tender, having agreed to production of an irrevocable bank guarantee for **Rs. _____(Rupees _____)**, as a security/ guarantee for compliance of his obligations in accordance with the terms conditions of the Tender.

We, {**Name and address of Bank**} (here in after referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay **NTPC Vidyut Vyapar Nigam Limited (NVVN)** (hereinafter referred to as "Procuree") or any representative authorized by it in this behalf an amount not exceeding **Rs. _____(Rupees _____)**, on demand by the **NTPC Vidyut Vyapar Nigam Limited (NVVN)**.

The Guarantor Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the **Procuree** 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 **Rs. _____(Rupees _____)**.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the **Procuree** 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 the Procuree or its authorized representative.

We, the said bank further undertake to pay to the Procuree or any representative authorized by it 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 agrees that the guarantee herein contained shall remain in full force until **31.12.2018**. The Procuree shall be entitled to invoke this Guarantee until **01.01.2019**.

Guarantor Bank further agree that **Procuree** shall have the fullest liberty without our consent and without effecting in any manner our obligations here under to vary any of the terms and conditions of the said Tender. We shall not be relived 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 Goa shall have exclusive jurisdiction.

The Guarantor bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

The BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the **Procurer** or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Bidder, to take any claim against or any demand on Bidder or to give any notice to the Bidder to enforce any security held by the **Procurer** or its authorized representative or exercise, levy or enforce any distress, diligence or other process against Bidder.

The Guarantor Bank hereby agrees and acknowledges that **Procurer** 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 **NTPC Vidyut Vyapar Nigam Limited (NVTN)** as mentioned in written demand from the **Procurer**.

We, {**Name and address of Bank**} lastly undertake not to revoke this guarantee except with the previous consent of the Procurer in writing.

Notwithstanding anything contained herein,

- (i) Our liability under this guarantee shall not exceed **Rs. _____(Rupees _____)**.
- (ii) This bank guarantee shall be valid up to **01.12.2018** The Procurer shall be entitled to invoke this Guarantee until **01.01.2019**.
- (iii) We are liable to pay guarantee amount or any thereof under this guarantee only if you serve us a written claim or demand at our office, {**Name and address of Bank**} within the validity period of this Bank guarantee, after which the bank shall discharged from this liabilities.

Dated:

Place: