

**FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE
TOWARDS 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, I response to the RfP Notice issued by Telangana State Power Coordination Committee (TSPCC) as an authorized representative of TSDISCOMs vide RfP Notice No. **TSSPDCL/TSPCC(Commercial)/ Tender No:07 (Banking) /18-19, Dated: 24.11.2018** 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 Telangana State Power Co-ordination Committee (hereinafter referred to as "Procurer") at Hyderabad forthwith on demand in writing from FA&CCA/TSPCC on behalf of Telangana State 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 _____