

# **TENDER SPECIFICATION**

**For**

**BANKING OF POWER BY PSPCL**

**on**

**Short Term Basis**

**By**

**PUNJAB STATE POWER CORPORATION LTD.**

**This Document Contains:**

1. NIT
  2. General Terms and Conditions
  3. Acceptance to General terms and conditions (Annexure-1)
  4. PERFORMA FOR QUANTUM/RETURN RATIO BID (Annexure-II)
  5. BG (Annexure-III)
  6. SCHEDULE OF DEVIATIONS (Annexure-IV)
  7. BIDDERS COMPANY DATA (Annexure-V)
- (Specification No : PPR 07/2014)

**Chief Engineer /PP&R,**

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**PSPCL, Patiala-147001**

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**NOTE**:- It outlines the terms and conditions subject to which Punjab State Power Corporation Ltd. (PSPCL) is inviting offers for Banking of energy and provides the template of bid and the details as to the information to be provided by the Bidder while submitting the bids. It also briefly outlines the process that will be followed by PSPCL for evaluation of the bids

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**NOTICE INVITING TENDER FOR BANKING OF ENERGY ON SHORT TERM BASIS**

**TENDER SPECIFICATION NO. PPR 07/2014**

PSPCL invites tender under two part bid system for sale of electrical energy, to Utilities, Distribution Licensees, , Traders (having valid Inter State Trading License issued by CERC for interstate trading of energy) , as per table given below:

<b>Month</b>	<b>Duration ( HRS)</b>	<b>Quantum (MW)</b>
October 2014	RTC (00:00 to 24:00 HRS)	150
November 2014		500
December 2014		300
January-2015		400
Feburary-2015		500
March-2015		450

Note: - Return Schedule of this power banked by PSPCL will be from June 2015 to September 2015 on RTC basis.

1	Last date and time of downloading of tender document	17.09.2014 up to 10:00 AM
2	Last date and time of submission of tender Document	17.09.2014 at 11:30 AM
3	Date and time of opening of tender document	17.09.2014 at 12:00 AM
4	Earnest money Deposit (in the form of demand draft in Favour of PSPCL, Patiala)	Rs. 50,000,00 (Rs. 50 Lakh)
5	Cost of Specification (in the form of demand draft in Favour of PSPCL, Patiala)	Rs. 5,000/- (Rupees Five Thousand only.)

PSPCL reserves the right to increase / decrease the quantum mentioned in the above table as per its availability before placing the LoA to the successful bidders. The

minimum quantum offered by any bidder should not be less than 100 MW (and for minimum of 10 days) on RTC basis, otherwise their offer shall be rejected.

In case, above date happens to be a holiday, then the date of submission and opening of tenders will automatically get shifted to the next working day, but the scheduled time will remain the same.

All tenders must be accompanied by Cost of Specification and Earnest Money Deposit at the rates prescribed in the tender documents. Tender received without Cost of Specification & Earnest Money will be summarily rejected.

The prospective bidders are requested to be extra cautious in filling the tender and to get in touch with this office in case of any difficulty. Once the tender is opened, no request regarding giving relaxation or for overlooking any mistake committed by the bidder will be entertained.

PSPCL reserves the right to reject any or all tenders or to accept any tender in full or part as may be considered advantageous to PSPCL, without assigning any reason what so ever.

Tender specifications can be downloaded from PSPCL web site [www.pspcl.in](http://www.pspcl.in).

Dy.CE/PR  
PSPCL Patiala.

## GENERAL TERMS AND CONDITIONS FOR BANKING OF ENERGY

### 1. INTRODUCTION

PUNJAB STATE POWER CORPORATION LIMITED (Formerly known as Punjab State Electricity Board), a limited company incorporated under the Company Act 1956, having its registered office at The Mall, Patiala (hereinafter referred to as "PSPCL", wishes to invite offers from the licensed power traders/ utilities/Distribution Licensee (SEBs) for Banking of Power on Short Term basis for the period commencing from October 2014 to Sep 2015.

### 2. TERMS & CONDITIONS FOR SUPPLY OF ENERGY:

Interested parties are requested to submit bids for the following quantum of power:

Month	Duration ( HRS)	Quantum (MW)
October 2014	RTC (00:00 to 24:00 HRS)	150
November 2014		500
December 2014		300
January-2015		400
February-2015		500
March-2015		450

1	Last date and time of downloading of tender document	17.09.2014 up to 10:00 AM
2	Last date and time of submission of tender Document	17.09.2014 at 11:30 AM
3	Date and time of opening of tender document	17.09.2014 at 12:00 AM
4	Earnest money Deposit (in the form of demand draft in Favour of PSPCL, Patiala)	Rs. 50,000,00 (Rs. 50 Lakh)
5	Cost of Specification (in the form of demand draft in Favour of PSPCL, Patiala)	Rs. 5,000/- (Rupees Five Thousand only.)

Bidder can bid only Round-the-Clock quantum of power as per the format annexed to this specification, subject to the terms and conditions as provided in subsequent paras.

#### **Return of banked power by Utility / Trader to PSPCL: -**

Utility /Trader shall return the returnable banked power to PSPCL from 00.00 to 24.00 hrs. In the months of June 2015 to Sep 2015 on firm (RTC) Basis. The month-wise break-

up should be mentioned by the Utility /Trader in the bid

**Detailed terms and conditions for banking of the above power are given here under:-**

**1. Return of power:**

Utility /Traders are requested to clearly indicate the premium, in percentage, offered by them on the quantum of banked power returnable to PSPCL in the manner indicated above.

**2. Delivery Point: -**

The delivery point shall be at **Regional Periphery** of exporting utility's region in either case.

**3 Quantum of Power: -**

The quantum of power for banking indicated in this tender enquiry is **tentative** and PSPCL reserves the right to increase or decrease this quantum as per availability. Offers for less than 100 MW quantum shall not be considered. PSPCL may reject any or all offers or accept any offer in part or full as considered advantageous to PSPCL. The decision of PSPCL in this regard shall be final and binding on the bidders.

4 The criterion for deciding the tender would be the return percentage of banked energy during the same time block. In case the highest offer is for less quantum than the quantum in tender enquiry, then the second higher bidder's offer at his rate would be considered. Offers from utilities/located in NR region will be considered first, then from ER region and lastly from WR region shall be considered for banking of Power. The decision of PSPCL in this regard shall be final and binding on the bidders.

**5. Conditional Offer: -**

The conditional offer shall not be considered and the same shall be summarily rejected.

**6. Submission of Bid:** -The Tender should be submitted in Two Parts in **duplicate** duly signed by authorized signatory on each page of Bid Document in the separate envelope. The following procedure will be adopted for the opening of tenders.

**Part A –**

- a) Covering Letter
- b) Earnest money deposit in the form of crossed demand draft of any nationalized bank/Scheduled bank drawn in favour of PSPCL, payable at PATIALA of the same amount or through RTGS in the designated account of PSPCL. If the EMD amount is less than the above prescribed amount, the bid shall be rejected straightway. Bank details are as follows

Account Name	PSPCL
Bank Name	SBOP The mall Patiala
Account No	55123744511

RTGS Code            STBP0000012  
IFSE Code            STBP0000012  
Branch Code          500012

- c) Earnest Money Deposit, Tender Specification No. and due date of opening should be indicated on the envelope itself
- d) Authorization Certificate of the procurer
- e) A disclosure statement regarding participation of any related companies in this Bidding process
- f) Copy of valid inter-state/intra-state Energy Trading License issued by CERC/SERC to deal in inter-state/intra-state trading of energy. (In case of bid by Trader).

“**Part B**” shall comprise of Price and Quantum of Bid in the prescribed format enclosed as Annex.- B.

Financial Bid consisting of price and Quantum bid for Sale of energy as per Annexure-B and shall be unconditional.

Firstly the **Part A** containing the crossed demand draft towards the EMD will be opened in the presence of the bidder's representatives who choose to be present at the prescribed time, date and address. If the EMD is found to be as per the requirement of the specifications, only then the tender i.e. **Part B** shall be opened. The bids without Earnest money shall be outrightly rejected. The price bids will be opened in the presence of the representative of the qualifying bidders who choose to attend.

Both the part A & Part B shall be put together in one sealed envelope marked “Offer for sale of power of M/s PSPCL against specification no. PPR 07/2014” and shall be sent to:

Chief Engineer PP &R  
D-3, SHAKTI VIHAR  
PATIALA-147001

## **7 RESPONSE DATE AND DATE OF OPENING:**

Bids complete in all respects must be submitted in duplicate by 1130 AM on 17/09/2014 in the office of Chief Engineer / PP&R, D-3, Shakti Vihar, , PSPCL, Patiala. The bids shall be opened on the same day at 12:00 PM in presence of the representatives of those Bidders, who wish to be present during the tender opening. In case, above date happens to be a holiday, then the date of submission and opening of bids will automatically get shifted to the next working day, but the scheduled timing will remain the same.

The Bids submitted by the bidder and all correspondence and documents relating to the Bid shall be written in English.

**8. Open Access, Transmission Charges & Losses: -**

All Open Access charges, transmission charges (i.e., PoC injection charges) and transmission losses (i.e., PoC injection losses) up to the delivery point (**Regional periphery**) shall be to the account of exporting utility and all Open Access charges, transmission charges (i.e., PoC withdrawal charges) and transmission losses (i.e., PoC withdrawal losses) beyond the delivery point (**Regional periphery**) of the exporting utility shall be to the account of importing utility. Operational charges of intervening region, on account of rerouting due to non-availability of open access approval through direct route, shall be borne by importing utility, if any.

**9. Payment & Refund of Open Access Charges:**

In case of Trader: - Trader shall pay all open access charges. application fees etc. to concerned RLDC while filing application at first instance and then raise bill for reimbursement of payment.

For Utilities :- Importing Utility will pay all open access charges. application fees etc. to concerned RLDC while filing application at first instance and then raise bill to exporting utility.

Reimbursement Bills for open access charges to be borne by PSPCL & OA application processing fee paid to Punjab SLDC, if any shall be raised to CE PP&R, PSPCL by utility / trader after the open access is approved by Nodal RLDC. In case of refund of OA charges due to curtailment / surrender, the utility / trader shall refund due amount to PSPCL within 7 days of receipt of such amount from Nodal RLDC. In case of delay in payment of refund, late payment surcharge as per Clause 15 shall be applicable.

**10. Earnest Money Deposit: -**

The prospective bidder shall deposit Earnest Money of Rs.50.00 Lac (Rupees Fifty Lacs) in the form of crossed Demand Draft of any Nationalized Bank/ Scheduled Bank drawn in favour of PSPCL payable at Patiala.

The EMD shall be forfeited –If Bidder withdraws or modifies bid during Bid Validity Period for non-submission of Contract Performance Guarantee by Successful bidder

The EMD shall be refunded to the unsuccessful bidders within 30 days of the expiry of the Bid validity period.



## **11 Contract Performance Guarantee (CPG)**

- a) The successful bidder shall furnish CPG within 7 days from the date of LOA of successful Bidder for an amount calculated at Rs. 3 lac per MW per month of contract period or part thereof.
- 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 as per Annex-III.
- c) The CPG provided by the successful bidder may be forfeited for not performing the contractual obligations. The CPG shall be released within 30 days after satisfactory completion of Contract Period.
- d) However Government Utility/Undertakings which are owned/ controlled by Central or State Govts., are exempted from requirement of furnishing CPG. However apart from the stipulations of Performance Guarantee mentioned in the instant tender enquiry, the utility shall provide written consent for return of power during the month of June 2015 to Sep 2015 from the power receiving utility in Format -I and II of Open Access application duly signed by the authorized signatory.

## **12. Compensation for Default: -**

(i) The importing utility/ trader shall apply for obtaining open access from the nodal agency for booking of corridor for the contracted quantum on advance basis on first-cum-first serve basis and lastly on day ahead basis, if required. The open access application for full contracted quantum shall be submitted as per prescribed procedure in advance.

(ii) Without prejudice to the provisions of force majeure, both PSPCL and utility/ trader shall schedule full quantum of power for the monthly (calendar month) energy, for which Open Access is granted at the time of supply of power by PSPCL and return of power by trader/utility, respectively. PSPCL shall endeavor to supply the power to the extent the capacity approved for Open Access for a month in energy terms.

However, in case of exigency, resulting in less availability of power, PSPCL may reduce the quantum up to 50% of approved open access in terms of energy without any liability on either side on mutually agreed basis. The utility/ trader shall respond and take immediate action for surrendering of corridor as requested by PSPCL for this purpose. The utility/ trader may also request to reduce the quantum up to 20% of approved.

open access with mutual consent.

For returnable power, the Utility/trader shall apply for full quantum of power as (Power supplied by PSPCL+ Premium) indicated by bidder in the tender.

**13. Settlement Rate: -**

Energy will be exchanged only with energy. If the energy is exchanged between PSPCL and trader/ utility in the desired proportion, no monetary transaction will take place. However,

In case quantum of power returned by trader / utility is more than or equal to 99.5% and less than 100% of power returnable by it, the differential energy will be settled at the rate of Rs.4.18/kwh.

In case quantum of power returned by the trader / utility is less than 99.5% of the quantum returnable by it, the trader/utility will pay for the entire shortfall energy at the rate of Rs.5.18/kwh

In case quantum returned is more than the quantum returnable by the trader, PSPCL will pay for such energy at the rate of Rs.4.18/kwh.

**14. Energy Accounting: -**

(a) For the power supplied by PSPCL during the entire month, the trader/utility shall acknowledge through certified energy statement to PSPCL based on the REA issued by NRPC.

(b) For the supply of banked power by the trader/utility to PSPCL during the entire month, the trader/utility shall issue a certified energy statement based on the REA issued by Nodal RPC.

(c) Once all the transactions are completed, trader/utility and PSPCL shall prepare a final energy account showing the supply and return of power in energy terms (MUs).

(d) Accounting of energy exchange will be carried out by trader / utility on the basis of implemented schedule / final revision by Nodal Regional Load Dispatch Centre and respective Regional Load Dispatch Centre subject to final reconciliation on the basis of Regional Energy Accounts issued by respective Regional Power Committee at the end of contract period. Final bill shall be raised on the basis of REA adjustment, if any.

**15. Payment/surcharge on late payment: -**

(i) All payments against Open Access bills shall be made within 7 working days from the date of receipt of bills in the office of CE PP&R, PSPCL along with all supporting documents. However, for delay in payment beyond 7 days, surcharge will be applicable @ 1.25% per month on a day-to-day basis for each day

of the delay.

- (ii) All payments against trading margin bills shall be made within 30 working days from the date of receipt of bills in the office of CE PP&R, PSPCL along with all supporting documents. However, for delay in payment beyond 30 days, surcharge will be applicable @ 1.25% per month on a day-to-day basis for each day of the delay.

**16. Trading Margin:**

The maximum trading margin payable for receipt of power by PSPCL will be 1.46 Paisa/kwh. No trading margin will be allowed on the quantum supplied by PSPCL. In case the offers of different bidders have the same provision for return of power, then the offer of the bidder with less trading margin shall be preferred.

**17. Rebate: -**

2% rebate on prompt payment will be applicable on trading margin bills only for payment within 7 working days.

**18. Trading License / Authorization: -**

The trader /utility must have valid license/ authorization from the appropriate Commission under the applicable laws for supply of electrical power at the time of submission of offer. Copies of latest partnership deed/ ownership deed, Memorandum of Articles of Association of the firm and latest audited financial accounts have to be furnished along with the offer.

19 **Scheduling:**

- i) The recipient utility shall apply for grant of Short Term Open Access and shall book the corridor/schedule the power with respective RLDC. The scheduling & despatch of the power shall be coordinated by recipient utility with NRLDC & SLDC as per relevant provisions of IEGS and CERC Regulations. Any instruction as issued by CERC and/or any other statutory provision(s) shall also apply to scheduling & dispatch of power.
- ii) Both PSPCL and **Utility** shall sign the schedules/applications for exchange of power under banking arrangements as per schedule given above before start of banking cycle and will supply one copy to the other utility duly consented by SLDCs. The schedules/applications so signed shall not be revised / changed without consent of both the parties. However, if it becomes necessary to alter/amend the same on account of corridor congestion/change in scheduling procedure the same will also be made with mutual consent of both the parties.

- iii) The supplying utility shall reimburse the open access and scheduling charges, if any, before delivery point, to recipient utility within 7 days after receiving the bill failing which surcharge @15% per annum calculated on day to day basis on outstanding amount.

## 20 FORCE MAJEURE

None of the parties herein shall be liable to each other for failure or delay, which is caused by an event of "Force Majeure"

- i) An event (mentioned in below sub clause ) of "Force Majeure" shall mean any event or circumstance not within the reasonable control of the affected party, but only if such event or circumstance despite the exercise of reasonable diligence could not be prevented, avoided or removed and such event or circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement and the affected party had taken all reasonable precautions, due care and measures in order to avoid the effect of such an event on the party's ability to perform its obligations.
- ii) Events of Force Majeure shall include the following:
- a. Fire, chemical or radioactive contamination, earthquakes, lightning, flood, drought, plague, epidemic, other natural calamities and acts of God resulting in the supply of power being disrupted;
  - b. Explosion, accident, breakage of transmission facilities transmitting power, Grid failure;
  - c. Acts of war, invasion, riots, blockade, public disorder, civil commotion / unrest, civil riots, and sabotage making the performance of obligations herein impossible;
  - d. None or part availability of open access, congestion/curtailment of transmission corridor.

Note: - Occurrence of Force Majeure conditions must be intimated immediately on their occurrence but in no case later than 24 hrs.

**21 Dispute Resolution:-** All differences or disputes between the parties arising out of or in connection with this matter shall be referred to Punjab State Electricity Regulatory Commission (PSERC) under the Electricity Act, 2003

## 22 Contract Documents:

PSPCL shall intimate the Letter of Award (LOA) to the Bidder(s) whose bid has been accepted through a letter of award to be dispatched by e-mail/Fax. The

contract shall be applicable and valid from the date of issue of the letter of award to the successful bidder(s).

**23. Compliance to the terms and conditions:**

The Bidders are advised to ensure that the bid is fully compliant with the requirements specified, terms and conditions contained in the Bid Document. & Deviations if any, from these General Terms and Conditions as per Annexure-IV.

**24. Bid Validity Period:**

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

**25. Timely submission of bid:**

(a) The offer/ Bids shall be opened on the scheduled date & time in presence of the Representatives of the Bidders who wishes to be present at the time of opening.

(b) Telegraphic offer or offers received in the form of telex messages or by cable or fax or E-mail shall not be entertained and considered under any circumstances.

(c) PSPCL shall not be responsible for the postal delay in receipt of hard copy of the Bidders.

(d) The hard copy received after the schedule date and time of submission shall not be accepted.

**26. BID QUANTITIES:**

The bidder is required to bid for a minimum of 100 (Hundred) MW and for a minimum period of 10 days otherwise his bid will be rejected.

**27 PREFERANCE TO UNCONDITIONAL OFFER**

PSPCL reserves the right to give preference to the unconditional bid in the first instance.

**28 SUBMISSION OF TENDER/OFFER:**

i) All pages of the tender documents shall be signed in full at the lower right hand corner with ink only by the bidder or any person holding Power of Attorney authorizing him to sign on behalf of the bidder. (Copy of Power of Attorney to be enclosed) The tender shall contain the name, residence and place of business of person or persons submitting the tender.

iii) In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of absence of any partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.

iv) All the Annexure shall be dully filled and signed.

**29. Back to Back Arrangement:** - In case the bidder is Trading Licensee, the LOI or back to back Agreement with the importing utility shall be attached with the bid.

Bids received without Lol / Agreement with the importing utility, shall be liable for rejection.

**30 AGREEMENT FOR BANKING:**The successful bidder (s) has to enter into a Agreement for banking of power within 15 (fifteen) days from the date of confirmation of award i.e. date of issue of LoA.

**31 ADDITIONAL INFORMATION:**

All the information shall be comprehensive as far as possible to help PSPCL in properly assessing the capability of the bidder. PSPCL reserves the right to obtain additional information from the bidders including, but not limited to, affiliated entities and joint ventures of the bidders, bidder's financial strength, litigation and penalties, as PSPCL may deem necessary to evaluate the bidder(s) and the bids.

**32 BID PREPRATION COST**

The bidder shall be responsible for all the costs associated with the preparation of its bid and participation in the negotiation process. PSPCL will not be responsible or in any way liable for such costs regardless of the conduct or out come of this process.

**33 INCOMPLETE / AMBIGUOUS BIDS**

PSPCL reserves the right to reject any bid which is incomplete or ambiguous vis a vis the information required to be submitted as per this document.

**34 LANGUAGE OF DOCUMENTS**

All information and documents submitted must be in English language.

**35 JURISDICTION**

All legal proceedings in connection with this bid document and resulting Agreement with the successful bidder shall be subject to the territorial jurisdiction of the local civil courts at Patiala only.

**36 Change of Law**

Change of law shall also include

- i) Any change in transmission charges and open access
- ii) Any change in taxes (excluding Income Tax ), duties, cess or introduction

of any tax, duty, cess made applicable for supply of power by the seller.

**37 DISCLAIMER AND PSPCL RIGHTS:**

This NIT shall not be construed as an offer and PSPCL is not bound to sale of energy to any bidder pursuant to this NIT. PSPCL reserves the right to modify or withdraw from the process initiated. PSPCL reserves the right to reject any or all bids, or any portion of a specific bid for any reason. PSPCL reserves the right to enter into PPA with one or more of the bidders. PSPCL assumes no obligation to provide a reason for rejection of a bidders' bid in full or in part.

Note:-PSPCL reserves the right to increase/decrease quantum or cancel the order as a whole or in part at any time or in the event of default on the part of the bidder.

Telegraphic / Telex / faxed bids shall not be accepted.

Dy CE/ PR  
PSPCL, Patiala

**Acceptance of General Terms and Conditions**

We have carefully gone through the bid document of tender enquiry **No.PPR 07/2014** dated 05/09/2014 and satisfied ourselves/myself and hereby confirm that our/my offer strictly conform to the requirement of the bid document and all the terms and conditions are acceptable to us.

Authorized Signatory

Name:  
Desigation



**QUANTUM AND RETURN RATIO OF BID**

Delivery point at regional periphery -

Period ( Month)	Quantum ( MW)	Duration (RTC)	Return percentage( Premium)
October 2014		RTC ( 0000 HRS to 2400 HRS)	
November 2014			
December 2014			
January- 2015			
Feburary- 2015			
March- 2015			

Period ( Month)	June 2015	July 2015	Aug 2015	Sep 2015
Month wise breakup for returnable energy in percentage				
Trading Margin ( Paisa/KWH) if any				

Authorized Signatory

Name:  
Desigation

**TO BE EXECUTED ON A NON JUDICIAL STAMP PAPER OF THE APPROPRIATE VALUE**

Bank Guarantee No. \_\_\_\_\_

Dated \_\_\_\_\_

The Bank of \_\_\_\_\_ hereby agrees unequivocally and unconditionally to pay within 48 Hours, on demand in writing from the Chief Engineer \_\_\_\_\_, Punjab State Power Corporation Ltd. or any officer authorized by him in this behalf of any amount up to and not exceeding Rs. \_\_\_\_\_ (in words Rupees \_\_\_\_\_) to the Punjab State Power Corporation Ltd., on behalf of M/s \_\_\_\_\_ who have entered into a contract or who have unconditionally accepted the Purchase Order No. \_\_\_\_\_ dt. \_\_\_\_\_ for the supply of material \_\_\_\_\_ for order value of Rs. \_\_\_\_\_.

1. This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ and shall not be terminable by notice or on account of any change in the constitution of the Bank of the firm or contractors / suppliers of any other reasons what so ever and our liability hereunder shall not be impaired or discharged by any extension of time or variation or alteration made, given conceded or agreed with or without our knowledge of consent, by or between the parties to the said contract/ purchase order.
2. Our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (in words Rupees \_\_\_\_\_). Our guarantee shall remain in force until \_\_\_\_\_ unless \_\_\_\_\_ a claim under the guarantee is filed against us within six months from the date i.e. \_\_\_\_\_ all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
3. We hereby agree that any claim or dispute arising under this deed shall fall within the jurisdiction of competent courts at Patiala.
4. We hereby further declare that the deed has been executed by our lawfully constituted attorney legally competent to sign and execute such deeds.

Signed \_\_\_\_\_

For  
Prop. \_\_\_\_\_

Bank \_\_\_\_\_

Witness (1) \_\_\_\_\_  
bank

Witness (2) \_\_\_\_\_

Witness should be Bank officials of the issuing  
and witnessed the Bank Guarantee by putting their  
signatures along with service code & complete  
address.

**SCHEDULE OF DEVIATIONS**

(To be filled by bidder)

<b>Sr. no</b>	<b>Clause no of specification</b>	<b>Deviations</b>

We hereby certify that the above mentioned are the only deviations from Purchaser's aforesaid specifications and general conditions. Except for the above deviations in General terms and Conditions of Specification No PPR 07/2014, all other terms and provisions are hereby accepted.

Signature of Authorized Signatory with seal

Dated.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**BIDDERS COMPANY DATA:**

- a) Name:
- b) Name of the Contact Person:
- c) E-Mail Address:
- d) Postal Address:
- e) Telephone:
- f) Fax Number:
- g) Inter/Intra state Trading license (Scanned copy enclosed)
  - i. Category of License (incase of traders alone)
  - ii. Validity
- h) LOI of each Source (Scanned Copy enclosed)
- i) Details of litigation and penalties
- j) Other Information, if any.

Authorised Signatory

Name

Designation