



**BID DOCUMENT**

**Tender invited from Utilities and Traders for banking power  
with KSEB Ltd during the period from  
01.12.2024 to 30.09.2025**

Tender No.CE(C&T)/Banking Tender-1/2024-25/

**Issued By  
Chief Engineer (Commercial & Tariff),**

8<sup>th</sup> Floor, Vidyuthi Bhavanam, Pattom,  
Thiruvananthapuram - 695004, Kerala.

Telephone: +91 471 2514473

E-mail: [cect@kseb.in](mailto:cect@kseb.in)

19<sup>th</sup> September 2024

## 1. Background

- 1.1 Kerala State Electricity Board Ltd, (hereinafter referred to as “KSEB Ltd”) having its head office at Vydyuthi Bhavanam, Pattom, Thiruvananthapuram – 695004, is a company incorporated under the provisions of The Companies Act, 1956 (Central Act 1 of 1956), wholly owned by the Government of Kerala, is the distribution licensee for the State of Kerala, which also own generation assets.
- 1.2 The sources of power of KSEB Ltd comprises share from Central Generating Stations, power tied up through long term contracts, internal generation including independent power producers within the state, short term contracts and collective/ contingency markets. The daily load curves and seasonal load curves of Kerala system is unique which creates seasonal surplus and deficit as well as diurnal surplus and deficit consequent to base load operation of coal-based stations.
- 1.3 KSEB Ltd proposes to bank power from other Utilities during the period from 01.12.2024 to 30.09.2025 shown below:

Supply Period			Return Period					
Month	Duration (hrs)	MW	Period	Duration (Hours)/ Max MW Return possible against each slot				
				00.00 to 05.00	05.00 to 08.30	08.30 to 18.30	18.30 to 22.30	22.30 to 24.00
Dec 2024	RTC	100	01.06.2025 to 10.06.2025	0	0	0	0	0
Jan 2025	RTC	200	11.06.2025 to 30.06.2025	100	100	140	50	100
Feb 2025	RTC	250	01.07.2025 to 10.07.2025	250	250	250	50	250
March 2025	RTC	500	11.07.2025 to 31.07.2025	400	800	800	70	400
April 2025	RTC	400	01.08.2025 to 31.08.2025	500	800	800	60	450
1 <sup>st</sup> to 15 <sup>th</sup> May 2025	RTC	400	01.09.2025 to 30.09.2025	500	500	500	60	420

Bids with duration and period outside the specified duration and months during the supply period and return period will be rejected. Priority will be given to the offers submitted as per the requirement of KSEB Ltd. Extra quantum over and above the quantity mentioned in the table above during supply period to KSEBL will also be considered if required by KSEBL.

1.4 Delivery point:

Interconnection point with CTU of the Exporting Utility during supply as well as return period.

**2. General terms and Conditions:**

2.1 The applicant can be a Trader having valid license from CERC or a Utility.

2.2 If the applicant is a Utility, then it must be able to bank the surplus power available with them at the delivery point during the supply period and off-take the banked power from the delivery point during the return period.

2.3 If the applicant is a trader, he shall have a confirmed Lol/LoA for the supply period from the counterpart Utility. If the trader is not having the confirmed Lol, offers can be submitted on submission of an undertaking stating that the confirmed Lol will be submitted within 5 days from the date of bid opening. Offers of the traders who failed to submit the Lol within the stipulated days will be duly rejected

2.4 The minimum supply quantum shall be 50 MW for a minimum continuous period of 15 days.

2.5 Sources supplying power can be from any Region i.e. NR/NER/WR/ER/ SR

2.6 KSEB Ltd will not provide any payment security mechanism while absorbing power during the supply period. However, KSEB Ltd is willing to provide consent in Format II for the return period in respect of the power to be returned to the Counterpart Utility.

2.7 Offers should mention the supply/return period with exact duration indicating the required return percentage. Conditional offers will not be accepted.

2.8 The minimum period of return should not be less than 1 month.

2.9 KSEB Ltd shall pay trading margin (in case the applicant is a trader) **limited to a maximum of 3 paisa per unit** at the time of importing of power during the supply period of the banking arrangement.

2.10 Energy will be exchanged with energy only. However, if KSEB Ltd fails to return the banked power during the agreed returning period, the balance quantity shall be returned during the immediate succeeding month of return period or as per mutual agreement between both the parties. However, settlement rate for the differential energy if any, will be the **lower of Rs. 5.00/kWh or average IEX rate of S3 region for that month**, considering the present market realities.

2.11 Tender fee of Rs. 15000/- + 18% GST and EMD worth **Rs. 5 lakhs** (Utility exempted) is mandatory.

2.12 The offers shall remain valid for 45 days from the date of opening of tender.

- 2.13 The selected bidders must be capable of making timely arrangement for securing transmission corridor through TGNA on advance basis. Application fee and any other charges applicable for securing the same in line with CERC regulations shall be borne by the bidder. The T-GNA charges will be reimbursed by the importing utility. However before proceeding with the T-GNA application, the bidder shall confirm that there is no margin in the Deemed GNA of the importing utility. In the case of transmission corridor constraints during supply/return period, necessary steps shall be made by the bidder for obtaining transmission corridor through T-GNA on exigency basis (any day below (D-3) or same day, where D is the day of delivery) or as mutually agreed.
- 2.14 All T-GNA charges and transmission losses shall be on account on Importing utility. In case the selected applicant is a trader, the TGNA application shall be made by the trader and all requisite charges to be paid by the trader. The T-GNA charges will be reimbursed by the importing utility within 7 days from the date of receipt of invoice. However before proceeding with the T-GNA application the trader shall consult SLDC Kerala regarding any margin in the Deemed GNA.
- 2.15 Revision/cancellation of T-GNA is possible only from 30 days and above. The party seeking revision/cancellation in T-GNA shall bear the applicable charges due to such revision/cancellation of T-GNA.
- 2.16 KSEB Ltd shall pay trading margin (in case the applicant is a trader) **limited to a maximum of 3 paise per unit** at the time of importing of power during the supply period of the banking arrangement. KSEB Ltd shall not be liable to pay any trading margin (in case of traders), while exporting power to Other Utility (during return period). For the purpose of weekly trading margin bills, each month will be divided into four parts, starting from 00:00 hrs of 1<sup>st</sup>, 9<sup>th</sup>, 16<sup>th</sup> and 24<sup>th</sup> day of the month to 24:00 hrs of 8<sup>th</sup>, 15<sup>th</sup>, 23<sup>rd</sup> and last day of the month respectively. The first three weekly bills will be raised on or after 9<sup>th</sup>, 16<sup>th</sup> and 24<sup>th</sup> day of the month based on the provisional energy data downloaded from RLDC website for the energy at the delivery point. Last weekly bill will be raised on the basis of Regional monthly energy account issued by RPC indicating energy supplied by Trader to KSEB at the delivery point, after adjustment of trading margin already billed. KSEB Ltd will make payments of these bills in full to the Trader within 7 days (including the date of submission of invoice) from the date of submission of invoice, which will be considered as due date. If due date of payment happens to be a holiday for Banks, then payment will be made on the next working day. No rebate is applicable on Trading Margin bills. Trader can levy a surcharge of 15% per annum on the payments outstanding beyond the due date of payment. This surcharge would be calculated on a day-to-day basis for each day of the delay.

2.17 Force majeure conditions:

The parties shall ensure due compliance with terms of LOI. However, no party shall be liable for any claims for any loss or damage whatsoever arising out of failure to carry out the terms of the LOI to the extent that such a failure is due to the reasons governed by Force Majeure like rebellion, mutiny, civil, commotion, riot, strike, lock out, natural calamity, Act of God and technical constraints / transmission constraints imposed by RLDC/RPC beyond the control of the parties. But any party claiming the benefit of this clause shall fully satisfy the other party within 24 hrs 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.

### 3 Tender Fee and EMD

- i. The applicants are required to submit non-refundable tender fee of Rs. 15000/- plus 18% GST (GST registration number may be provided), as Demand Draft drawn in favor of Secretary, Kerala State Electricity Board Limited OR through electronic mode i.e. credit card/debit card/net banking in favor of the Secretary, Kerala State Electricity Board Ltd. In case of transfer through electronic mode, the details of remittance of tender fee shall be accompanied along with the submission of Bid.

Bank details are as follows:-

Beneficiary Name	Secretary, Kerala State Electricity Board Limited
Account No	57065480137
Name of Bank	State Bank of India
Branch	KSEB Admin Complex Branch, Pattom, Thiruvananthapuram. PIN -695004
IFS Code	SBIN0070493

- ii. EMD worth **Rs. 5 lakhs** shall be in the form of Bank Guarantee / e Bank Guarantee issued by any Nationalized/Scheduled Bank as per the BG format provided as Annexure VI. However, Government Companies/Public Sector Undertakings/Utilities which are owned/ controlled by Central or State Governments are exempted from requirement of furnishing EMD.

**Bid without tender fee/EMD or tender fee/EMD less than the prescribed amount shall be rejected.**

### 4. Submission of Bid

The following matters may be noted prior to the submission of Bid:

- 4.1 The applicants requiring any clarification on this document should mail their queries on or before **3 pm on 23.09.2024** to the e-mail address [cect@kseb.in](mailto:cect@kseb.in)

4.2 At any time prior to the deadline for submission of Bid, KSEB Ltd may modify any part of this document. Such change(s) if any may be in the form of an addendum/corrigendum and will be uploaded the official website www.kseb.in. All such change(s) will automatically become part of this tender and binding on all applicants. Applicants should regularly visit the KSEB Ltd website www.kseb.in and keep themselves updated regarding clarifications/ amendments/ time-extensions, if any.

4.3 Request for extension of date for submission of bids will not be entertained. However, KSEB Ltd at its discretion may extend the deadline in order to allow prospective applicants a reasonable time to take the amendment/changes, if any into account.

4.4 The applicant shall submit their Bid by post or personally, duly signed by authorized signatory on each page of this Bid Document, in sealed envelopes Part A and Part B separately as follows:

Technical Bid Part-A

- a. Acceptance of General Terms and Conditions in the prescribed format attached as Annex. -I of this Document.
- b. Particulars of the Applicant as per Annexure II attached along with this Bid.
- c. Confirmed Lol (with proper validity) for the supply period from the Counterpart Utility, in case the applicant is a trader. If the trader is not having the confirmed Lol , offers can be submitted on submission of an undertaking stating that the confirmed Lol will be submitted within 5 days from the date of bid opening. Offers of the trades who failed to submit the Lol within the stipulated days will be duly rejected.
- d. Details of remittance of EMD and Tender fee as prescribed in item no. 3 above.
- e. If the applicant is a trader, then the trading company should be granted and holding valid Trading License for inter-state/intra-state trading of electricity issued by Central Electricity Regulatory Commission (CERC) and the Copy of trading license shall be furnished.

Financial Bid Part -B

- a. Return % (Only one value for the entire return period and duration) furnished in the format as Annex-III
- b. Details of Trading Margin required during the supply period to KSEB Ltd (*in case of traders*) as furnished in the format as Annex-IV subject to the ceiling prescribed under Clause 2.17.

The last date of submission of Bid is 08.10.2024 at 2.00 pm. The opening of Bid is scheduled on 08.10.2024 3.00 pm. Both Technical Bid and Financial Bid shall be kept in separate envelopes duly marked as Part A and Part B respectively and shall be put together in one envelope marked **“Tender for banking power with KSEB Ltd during the period from 01.12.2024 to 30.09.2025”** accompanying the requisites as mentioned above, shall be sent/ submitted to:-

The Chief Engineer (Commercial & Tariff)  
8<sup>th</sup> Floor, Vydyuthi Bhavanam, Pattom,  
Thiruvananthapuram - 695 004, Kerala.

Telephone: +91 471 2514366, E-mail: cect@kseb.in

The representative of the applicants may be present at the time of opening of the Bid, if they so desire.

#### 5. Evaluation Criteria:

The offers received from Traders/Utilities who have submitted required documents will be evaluated by a Committee and applicants will be shortlisted by assigning scores to each offers, based on the 4 (four years). Av. IEX price of S3 region prevailed from December 2020 to September 2024 for the respective month and duration offered during the supply period (Xs) and return period (Xr) and by applying a Multiplication factor(MF) for each month and duration during the supply period and return period. Return percentage (R%) in the return period will also be considered while evaluating an offer.

Supply period			Return period		
Month/ duration		MF	Month/ duration		MF
December 2024 & January/ February /March/ April/ May 2025	S1	6	11 <sup>th</sup> to 30 <sup>th</sup> June 2025	R1	3
			July, August & September 2025		1
Uniform RTC	S2	8	18.30 to 22.30 hrs (not being part of RTC)	R2	4
			Uniform RTC		R3
			Any duration from or between 00.00-18.30 Hrs & 22.30 to 24.00Hrs (not being part of RTC)	R4	0.5

- i. In all cases exact duration to be specified.
- ii. The minimum supply quantum shall be 50 MW for a minimum continuous period of 15 days.
- iii. Offers with supply or return months/part of a month, other than that specified above shall be rejected.
- iv. The return quantum has to be limited to the quantum specified against each time slot specified under return period.
- v. For all other duration (not specified above) during the specified supply period and the specified return period the multiplication factor considered will be 1.

- vi. Each month will be considered separately and the monthly scores during supply months as well as return months will be added separately to get the score during the entire supply and return period respectively.
- vii. The minimum period of return should not be less than 1 month

**Monthly Score Supply period =  $X_s \times S1 \times (S2 \text{ or } S3)$**

**Total Score Supply period =  $\sum$  Monthly Score Supply period**

**Monthly Score Return period =  $X_r \times R1 \times (R2 \text{ or } R3 \text{ or } R4)$**

**Total Score Return period =  $[\sum$  Monthly Score Return period ]  $\times R/100$**

An offer will be evaluated based on the Net score, where

**Net Score (S) = Total Score supply period (Minus) Total Score Return period**

- viii. In case of tie in the score obtained after this evaluation, the offers having lower return percentage will be considered for the selection of an offer. In case of further tie, then the offer having the lower trading margin will be considered.
- ix. In case of further tie in the final selection process, then the successful bidder will be selected through a lot.
  - x. The bids submitted shall strictly conform to the supply and return period and duration. Bids with duration and period outside the specified duration and months during the supply period and return period will be rejected. Priority will be given to the offers submitted as per the requirement of KSEB Ltd.
  - xi. Initially the Part-A envelope comprising of Technical Bid will be opened.
  - xii. Part B envelope, i.e. financial bid of the bidders who are qualified in the technical bid only will be opened.

- 5.1 If required, KSEB Ltd may seek clarifications on any aspect of bid submitted by the successful bidder. If a written response is requested, it must be provided within two (2) days. The response(s) received beyond two days, if any, will not be considered. The decision of KSEB Ltd in this regard will be final.
- 5.2 KSEB Ltd will not be responsible for non-receipt of bids within the specified date and time due to any reason or holidays in between.
- 5.3 The bidder shall bear all costs associated with submission of bid and KSEB Ltd will not be responsible or liable for any cost thereof, regardless of the outcome of the process.
- 5.4 Applicants must inform KSEB Ltd immediately in writing of any material change in their ownership or their financial or technical capacity. Copies of relevant documents must be submitted with their advices. For successful bidder, this requirement applies until a contract is awarded.
- 5.5 The applicant should be a reputable organization and the applicant or its parent Company should not be blacklisted by any Government or regulatory agency/body or by a Public sector entity.



## **6. Offer validity period**

The offers shall remain valid for 45 days from the date of opening of bid. The offers shall have to extend the period of validity for a specified additional period, if KSEB Ltd request for the same, based on mutual agreement.

## **7. KSEB Ltd right to accept and reject any Offer**

- 7.1 The applicants are advised to ensure that the offer is fully complied with the requirements specified and terms and conditions contained in this Bid document. KSEB Ltd reserves the right, at any time, to waive any of the requirements of this document if it is deemed in the interest of KSEB Ltd.
- 7.2 KSEB Ltd, in its own discretion, has the right to reject all offers and drop inviting tender at any stage without assigning any reason and no claim on any account in this regard shall be entertained.

## **8. Confidentiality**

The applicant shall have to treat this bid document and contents therein, strictly confidential. No disclosure of the document together with all its annexure and schedules should be made to any third person.

## **9. Issue of Letter of Award**

- 9.1 Subject to the clause 5.5 above, KSEB Ltd shall intimate the acceptance of offer for banking of power to the successful bidder(s) (whose offer has been accepted) through a Letter of Award (LoA), which shall be unconditionally accepted and returned within two days, failing which KSEB Ltd reserves the right to select the next eligible applicant.
- 9.2 In case the LOA is issued, but the Selected Bidder(s) is/are not in a position to fulfill the requirement, their EMD shall be forfeited as the case may be.
- 9.3 Any revision in the quantum of power during the contractual period may be increased / decreased subsequent to issuance of LoA or signing of the banking agreement on mutual consent on same terms and conditions. However any revision in the T-GNA quantum can be done only from 30 days and above. Hence the financial impact due to the excess margin in T-GNA to be borne the party seeking revision.

**10. Governing Law**

All matters arising out of or in conjunction with this Bid document and/or the bidding process shall be governed by and construed in accordance with Indian laws and courts of Thiruvananthapuram shall have exclusive jurisdiction.

**11. Disclaimer**

Neither KSEB Ltd nor its employees or consultants shall be liable to any applicant or any other person under any law including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with the offer, or any matter that may be deemed to form part of the Bid document or any other information supplied by or on behalf of KSEB Ltd or its employees or consultants.

**12. Address for Communication**

In case of any clarifications please contact the office of the undersigned in the details given below and no request regarding giving relaxation or for overlooking any mistake committed by the Applicant after the submission of Bid will be entertained.

The Chief Engineer (Commercial & Tariff)

8<sup>th</sup> Floor, Vidyuthi Bhavanam, Pattom,

Thiruvananthapuram - 695 004, Kerala.

Telephone: +91 471 2514366, E-mail: [cect@kseb.in](mailto:cect@kseb.in);

**Sd/-**

**Chief Engineer (Commercial & Tariff)**

**Annexure I**

**Acceptance of General Terms and Conditions**

We have carefully gone through the document of Tender No ..... dated ..... and satisfied ourselves 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.

Signature of authorized person:

Name:

Designation: Date:

Place:

Note: In case of company, enclose copy of Power of Attorney in favor of the authorized person to sign this Bid to be submitted. In case of Partnership it must be signed by a partner (copy of partnership deed should be enclosed) and in the 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.

**Annexure II**

**PARTICULARS OF THE APPLICANT**

Sl. No.	Particulars	Details
1	Name of the firm	
2	Postal address Telephone No. Email id	
3	Type of Organization	
4	Date of commencement of business	
5	List of clients along with their addresses and contact telephone. Fax Nos. and type of services offered and/or being offered to them.	
6	Copies of latest partnership deed / ownership deed, Memorandum of Association/ Articles of Association, Certificate of Incorporation, as applicable	

Signature by Authorized Person:

Name:

Designation:

Date:

Contact Person:

Designation:

e-mail id / Mobile number:

**Annexure III**

A. Supply period to KSEB Ltd (As per the Confirmed Lol)

<b>Supply Period</b>		
Period	Duration (hrs)	MW
December 2024		
January 2025	RTC	
February 2025	RTC	
March 2025	RTC	
April 2025	RTC	
1 <sup>st</sup> to 15 <sup>th</sup> May 2025	RTC	

B. Return of power from KSEB Ltd

Duration hrs	<b>Return period</b>					% Return
	11 <sup>th</sup> to 30 <sup>th</sup> June 2025	1 <sup>st</sup> to 10 <sup>th</sup> July 2025	11 <sup>th</sup> to 31 <sup>st</sup> July 2025	August 2025	September 2025	
00:00-05:00						
05:00-08:30						
08:30-18:30						
18.30-22.30						
22:30-24:00						

NAME AND SIGNATURE OF AUTHORIZED PERSON

Designation

Place

Date:

Company Seal:

**Annexure IV**

TRADING MARGIN

The trading margin while importing power to KSEB Ltd under the banking arrangements during the supply period specified in the Bid document shall be \_\_\_\_ paise/kwh.

NAME AND SIGNATURE OF AUTHORIZED PERSON

Designation

Place

Date:

Company Seal:

## Annexure V

### Time table

Sl. No.	Event	Date
1.	Publication of tender	18-09-2024
2.	Receipt of Clarification on queries	23-09-2024 (3 pm)
3.	Publishing of Response to queries	27-09-2024
4.	Last date of Submission of Bid	08-10-2024 (2 pm)
5.	Opening of technical bid followed by opening of financial bid	08-10-2024 (3pm)
6.	Clarification, if any, sought from Applicants	11-10-2024
7.	Issuing of LoA to the successful bidder(s)	After getting approval from KSERC

Annexure VI

Format of EMD

Format of Bank Guarantee for EMD (To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.

(To be used by approved scheduled banks)

Guarantee No _____	Date _____	Place _____
Amount of Guarantee	Rs _____	
Guarantee Cover	From _____ To _____	
Last date of lodgement of claim		
Address for communication / raising claim		
Phone No	Fax No	e-mail:

To

The Secretary,

Kerala State Electricity Board Ltd,

Vydythi Bhavanam, Pattom, Thiruvananthapuram, 695 004

In consideration of **Kerala State Electricity Board Ltd**, having registered office at Vydyuthi Bhavanam, Pattom, Thiruvananthapuram 695 004, incorporated under the Indian Companies Act, 1956 (hereinafter referred to as **KSEB** Ltd which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) agreeing to supply and return of power on banking arrangement through XXXX, a company within the meaning of the Companies Act, 1956 and having its head office at ..... and operating office at ..... {if applicable} (hereinafter referred to as the 'Trader' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), in response to the Bid document floated by KSEB Ltd, and whereas as per the terms of the Bid document , XXXX may furnish a Bank Guarantee in a given form in lieu of EMD it as per clause 4(ii) of Bid document No.....for an amount calculated at **Rs.** (Rupees only) we the \_\_\_\_\_ (**insert name of bank**) a bank incorporated under \_\_\_\_\_ Act, \_\_\_\_\_ and having its Registered office at \_\_\_\_\_ and among other places a branch at \_\_\_\_\_ (hereinafter referred to as "**Guarantor Bank**") hereby agrees unequivocally, irrevocably and unconditionally to pay to KSEB Ltd in favour of The Secretary, KSEB Ltd Vydyuthi Bhavanam, Pattom, Thiruvananthapuram forthwith on demand in writing from KSEB Ltd or any Officer authorized by it in this behalf, any amount up to and not exceeding Rs ...../-



(Rupees \_\_\_\_\_ only) (insert the amount of the Bank guarantee in favour of KSEB Ltd as per the terms of bid document), on behalf of **XXX**.

**The guarantor bank hereby undertakes:**

1. That this guarantee shall be valid and binding on the Guarantor Bank up to and including 31.05.2024 and shall in no event not be terminable by notice or any change in the constitution of the Bank and accepted by M/s XXX 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 parties to the respective agreement. KSEB Ltd shall be entitled to invoke this Guarantee up to sixty (60) days of the last date of the validity of this Guarantee by issuance of a written demand to invoke this guarantee.
2. To pay the amount due and payable under this guarantee without any demur merely on demand from KSEB Ltd stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by KSEB Ltd by reason of any breach by the said Supplier of any of the terms or conditions contained in the said agreement or by reason of the Supplier's failure to perform the said agreement. Any such, demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. The Guarantor Bank shall not require any proof in addition to the written demand from KSEB Ltd, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to KSEB Ltd. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (Indian Rupees ..... only).
3. That the Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by XXXX and/or any other person. The Guarantor Bank shall not require KSEB Ltd to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against KSEB Ltd in respect of any payment made hereunder.
4. This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Thiruvananthapuram shall have exclusive jurisdiction.
5. 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.
6. That 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.
7. That this BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly KSEB shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against M/s XXX, to make any claim against or any demand on M/s XXXX or to give any notice to M/s XXX or to enforce any security held by KSEB Ltd or to exercise, levy or enforce any distress, diligence or other process against XXX.

8. That this BANK GUARANTEE is not personal to KSEB Ltd and may be assigned, in whole or in part, (whether absolutely or by way of security) by KSEB Ltd, or its successors, to any entity to whom it is entitled to assign its rights and obligations under the LoA / Bid document of this banking arrangement.
9. KSEB shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.
10. Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. .... (Rs. .... only) and it shall remain in force until 15.05.2025, with an additional claim period of sixty (60) days thereafter i.e..... This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by XXX. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if KSEB Ltd serves upon us a written claim or demand.

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

For ----- bank ltd.

**Witness:**

1 .....

Name and Address

2 .....

Name and Address

**Signature.**

Name:

Designation with Bank Stamp

