

Bid Security (applicable only in case of Bank Guarantee)

(To be submitted on a non-judicial stamp paper of appropriate value as per The Indian Stamp Act, 1899 relevant to the place of execution. The stamp paper shall be purchased in the name of the issuing bank only.)

Bank Guarantee (BG) no.: [insert BG no.]

Date: [DD MMM YYYY]

To

The Chief Executive
Odisha Renewable Energy Development Agency (OREDA)
Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
Email: ceoreda@oredaorissa.com

WHEREAS M/s. [insert name of the Bidder] having its registered office at [insert address] (hereinafter called "the Bidder") wish to submit its Bid for the selection as an Engineering, Procurement and Construction (EPC) Successful Bidder for design, engineering, supply, installation, testing, commissioning and acceptance of 5 kWp Rooftop Solar Power System (RSPS) through off-grid mode along with 4 hours Battery Backup and 5 years of Comprehensive Maintenance at State Level Farm Machinery Training and Testing Centre (SLFMTTC), Bhubaneswar in Odisha with reference to Tender Document (Tender Document) no. [insert Tender Document no.] dated [DD MMM YYYY].

AND WHEREAS it has been stipulated by OREDA in the said Tender Document that the Bidder shall furnish OREDA with a Bank Guarantee from a nationalized or scheduled commercial bank for the sum specified therein, as Bid Security for compliance with its obligations in accordance with the Bidding Document.

AND WHEREAS we have agreed to give the Bidder such a Bid Security in the form of this Bank Guarantee. NOW THEREFORE we hereby affirm that we are the guarantors and responsible to OREDA on behalf of the Bidder for an amount upto a total of INR [Amount of the Bank Guarantee in words] (Indian Rupees in figures) only and we undertake to pay OREDA upon OREDA's first written demand declaring the Bidder to be in default under the various provisions of the Bidding Document and without cavil or argument, any sum or sums within the limits of the amount of Bank Guarantee, as aforesaid, without OREDA's need to prove or to show grounds or reasons for the demand or the sum specified therein. We hereby waive the necessity of your demanding of the said demand from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Bidding Document to be performed thereunder or any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this Bank Guarantee and we hereby waive notice of any such change, addition or modification.

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 issuing bank.

This Bank Guarantee shall be a primary obligation of the issuing bank and accordingly OREDA shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by OREDA or to exercise, levy or enforce any distress, diligence or other processes against the Bidder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Bhubaneswar, Odisha shall have exclusive jurisdiction.

This Bank Guarantee shall be effective only when the Bank Guarantee is issued to the account holder "Orissa Renewable Energy Development Agency" in the bank and branch "Axis Bank Ltd., Mancheswar Branch, Bhubaneswar" having the account no. 918010103435005 IFSC code UTIB0001973.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR [insert] (Indian Rupees [in words]) only and it shall remain with an expiry date up to [DD MMM YYYY, [insert] months from the original last date of submission of Bid] with a claim date up to [DD MMM YYYY, 12 months from the

[date of expiry] and shall be extended from time to time for such period, as may be desired by M/s. [insert the Bidder name] whose behalf this guarantee has been given.

Our branch at [Name and address of the branch] is liable to pay the guaranteed amount depending on the filing of the claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our [Name and address of the branch] branch a written claim or demand and received by us at our [Name and address of the branch] branch, otherwise the bank shall be discharged of all liabilities under this guarantee thereafter.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on [DD MMM YYYY] at [insert location of signing].

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name and address of the Bank and address of the Branch

Power of attorney no.:

WITNESSES

Signature:

Name:

Address:

Signature:

Name:

Address:

Note:

1. This Bank Guarantee format is prepared in line with the Annexure-II of Finance Department Office Memorandum 4939 dated 13 Feb 2012, Govt of Odisha [Ref Para 22(i1)].
2. Please ensure that each page of the Bank Guarantee is duly signed by the authorized signatory of the issuing bank and stamp of the issuing bank is affixed thereon.
3. Please ensure whether the last page is signed with full particulars including two witnesses under the seal of Bank as required in the prescribed format.
4. Please ensure that the date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of the stamp paper under the signature of the stamp vendor. The date of purchase of stamp paper shall be not later than the date of execution of the Bank Guarantee.
5. In case of any overwriting, cutting, etc. on the Bank Guarantee have been properly authenticated under signature and seal of the authorized office of the issuing bank.