

**Expression of Interest**  
**For**  
**Procurement of Renewable Power**  
**Under**  
**Long Term Basis To**  
**Jindal Stainless Limited, Jajpur.**

**This Document Contains:**

1. EOI Document
2. General Terms and Conditions
3. Bidders Company Data (Annexure -A)
4. Performa for Price Bid (Annexure -B)
5. Schedule of Deviations (Annexure -C)
6. Bank Guarantee Formats (Annexure -D & E)
7. Affidavit (Annexure -F)

(EOI No.: EOI/ JSL/ POWER/ 2.1/3.4/ NOV/ 2021)

Jindal Stainless Limited  
KNIC, Jajpur, Odisha- 755026

Mobile: 9938250420

E-mail: [eoijindalstainless.com](mailto:eoijindalstainless.com)

# **CONTENTS**

1.	EXPRESSION OF INTEREST DOCUMENT	Page : 3
2.	GENERAL TERMS AND CONDITIONS	Page : 4 – 11
3.	BIDDERS COMPANY DATA (Annexure-A)	Page : 12
4.	PERFORMA FOR PRICE BID (Annexure-B)	Page : 13
5.	SCHEDULE OF DEVIATIONS (Annexure -C)	Page : 14
6.	BANK GUARANTEE FORMAT FOR EMD (Annexure-D)	Page : 15-16
7.	BANK GUARANTEE FORMAT FOR CPG (Annexure-E)	Page : 17-19
8.	AFFIDAVIT	Page : 20

NOTE: This EOI Document outlines the terms and conditions subject to which Jindal Stainless Limited (JSL), Jajpur is inviting offers for procurement of Renewable Power and provides the template of bid and the details to be provided by the Bidder while submitting the bids. It also briefly outlines the process that will be followed by JSL for evaluation of the bids.

**Expression of Interest (EOI) For Long Term**  
**Purchase of Renewable Power**  
**(EOI No. EOI/ JSL/ POWER/ 2.1/3.4/ NOV/ 2021)**

Jindal Stainless Limited (JSL), Jajpur invites Expression Of Interest for procurement of renewable power from Generators, State Electricity Boards/ Utilities, States, IPPs, CPPs & Traders having valid Inter / Intra State Trading License issued by CERC / SERCs for interstate and/or intrastate trading of energy for meeting its additional power requirements due to its plant capacity expansion as per details mentioned in the table below:

**Quantum of Renewable Power for purchase at JSL Periphery**

Period (15 years or more)	Duration	RE Quantum at JSL Ex-Bus in MW	
		Minimum	Maximum
Starting 1 <sup>st</sup> Dec'22	0000 – 2400 Hrs	80	110
Starting 1 <sup>st</sup> Dec'23 till end of PPA (additional requirements)	0000 – 2400 Hrs	84	114

01.	EOI Submission Address	Jindal Stainless Limited KNIC, Jajpur, Odisha- 755026
02.	EOI Submission E-Mail ID	<a href="mailto:eoijindalstainless.com">eoijindalstainless.com</a>
03.	Subject for E-Mail IPO Submission	Bidder Name ( in Short form, e.g. TPTCL/NVVN bid for EOI No : EOI/ JSL/ POWER/ 2.1/3.4/ NOV/ 2021)
04.	Last Date for Bid Submission	5 <sup>th</sup> December 2021
05.	Date of opening of Price Bid	10 <sup>th</sup> December 2021

1. JSL reserves the right to increase/ decrease the quantum mentioned in the above table as per its requirement before placing the LOA/ LOI to successful bidders.
2. In case, date of opening happens to be a holiday, then the date of submission and opening of tenders will automatically get shifted to the next working day.
3. Bids (Initial Price Offer) should reach the mentioned address by post or to the mentioned E-Mail ID on or before the last date of Bid submission.
4. JSL reserves the right to reject any or all bids or to accept any bid in full or in part, as may be required by JSL, without assigning any reason whatsoever.

**GENERAL TERMS AND CONDITIONS FOR  
PROCUREMENT OF RENEWABLE POWER**

**1. INTRODUCTION:**

JSL is inviting EOI from Generators, State Electricity Boards/ Utilities, IPPs, CPPs & Traders having valid Inter State / Intrastate Trading License issued by CERC / SERCs for trading of energy for meeting its additional power requirements due to capacity expansion during the period 1<sup>st</sup> Dec'22 to 30<sup>th</sup> Nov'25.

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

Interested parties are requested to submit bids for the following:

Period (15 years or more)	Duration	RE Quantum at JSL Ex-Bus in MW	
		Minimum	Maximum
Starting 1 <sup>st</sup> Dec'22	0000 – 2400 Hrs	80	110
Starting 1 <sup>st</sup> Dec'23 till end of PPA (additional requirements)	0000 – 2400 Hrs	84	114

- Offers from traders duly accompanied by details of the respective source(s) shall only be considered.
- Bidder can bid for Round-the-Clock (RTC) quantum, as per the format annexed to this EOI, subject to the terms and conditions as provided in the subsequent clauses.

**3. TRADING LICENSE:**

The Traders submitting bids should have a valid license from the Central Electricity Regulatory Commission (CERC) or State Electricity Regulatory Commission (SERC) for Inter-State/ Intra-State trading of Electricity. The trader is also required to submit a certified true photocopy of the same along with the bid.

**4. BID QUANTITIES:**

The Bidder(s) shall indicate the quantum (MW) which it is ready to supply at delivery point. The bidder is required to bid for a minimum of 80 (Eighty) MW otherwise its bid shall be rejected. Bidder is required to quote a fixed quantum not less than the mentioned minimum quantum for each period mentioned above.

## 5. SOURCES:

The bidder shall provide the details of source(s) of supply i.e. whether the energy shall be supplied from a specific generating source or portfolio of sources (subject to the condition that JSL shall be liable to pay the fee for only one application/ single source). The bidder shall also specify whether the source(s) of supply is a solar or non -solar renewable source.

## 6. EARNEST MONEY DEPOSIT (EMD):

- I. Interested Parties may submit their Initial Price Offer without any EMD. The original EMD needs to be submitted prior to the Price negotiation with the selected/ shortlisted bidders. The shortlisted Bidders are required to submit EMD for the total capacity which they wish to offer @ Rs.10,000/ - per MW basis either in the form of Bank Guarantee issued by any Nationalized/ Scheduled Bank or Demand Draft in favor of 'JINDAL STAINLESS LIMITED' payable at Jajpur Road or through RTGS transfer to the following details:

Beneficiary Name	Account No.	IFSC Code	Bank Address

The validity of such Bank Guarantee shall be 60 days from the last date for bid submission. For Example: For a requirement of 100 MW on RTC basis, EMD shall be Rs. 10,000 x 100 MW = Rs. 10 Lakhs.

- II. The EMD shall be forfeited:
  - If Bidder withdraws bid during Bid Validity Period.
  - For non-submission of Contract Performance Guarantee as specified in this document.
- III. The EMD shall be refunded to the unsuccessful Bidders within 15 days of expiry of Bid validity period.
- IV. The EMD of the Successful Bidder(s) shall be refunded after furnishing the Contract Performance Guarantee (CPG).

## 7. INITIAL PRICE OFFER (IPO):

The Bidder shall quote the Initial Price Offer (in Rs./ kWh) at which it is prepared to deliver the energy at the delivery point. The price should be on the following basis:

- The delivery point shall be Jindal Stainless Limited, Jajpur ex-bus connected to 220 kV OPTCL network of Odisha -STU.

- The rate of offered power (in Rs./ kWh) should be quoted at the delivery point (i.e. JSL ex-bus) and should be limited to 3 (three) decimal points. The Price/ rate quoted should be on FIRM basis only and there shall be no change during the contractual period. The source of supply of power and trading margin is also required to be mentioned separately.
- Landed cost break up from generator bus up to delivery point i.e. JSL ex-bus along with all statutory charges and other charges considered shall be provided for reference.
- Successful bidder(s) shall be applying for the Long term open access booking as per the latest open access Regulations/ Guidelines in vogue. The successful bidder(s) shall be responsible for the delivery of power at JSL ex-bus periphery.
- The transmission charges (POC Injection & Withdrawal charges), transmission losses (POC Injection & Withdrawal losses), Odisha STU Charges & Losses, RLDC/ SLDC charges, application/concurrence charges , or any other charges covered under Open Access Regulations notified by Central/ / Odisha Electricity Regulatory Commission (CERC/ / OERC) and the procedure for Open Access stipulated by the Central/State Transmission Utility (CTU/ STU) (as amended up to date) for supply of energy up to the delivery point shall be borne by the Seller/ bidder, if applicable.
- JSL shall in no way be liable for any other charges up to delivery point except for the charges of energy delivered at delivery point on the basis of the REA/ SEA data of ERPC/ Odisha SLDC as per the latest open access regulations applicable. However, Cross Subsidy Surcharges & Electricity Duty, if any shall be borne by JSL.
- Bidder(s) shall offer only Round -the-Clock (0000–2400 Hrs.) power to JSL.
- If the offer is conditional / with any deviation to the mentioned terms, JSL reserves the right to accept or reject the same without assigning any reason.

## **8. ELIMINATION OF BIDDERS:**

After the opening of Initial Price Offers (IPO), the system will rank the Bidders according to their price bids. The system will then analyze all the quantities offered by the Bidders in the IPO stage. If the total quoted quantity is greater than twice the Requisitioned Quantum (Q1), the system shall select not more than 2.5 times of the Requisitioned quantum for the next stage of selection. All the Bidders with higher quoted prices for the quantum more than the selected quantum (max. 2.5 times of Q1) will be eliminated provided that the total quoted quantity after elimination is not less than or equal to twice the Requisitioned Quantum.

## 9. E – REVERSE AUCTION:

- After analyzing the bids received in IPO stage, JSL may decide to perform e-Reverse Auction of the bids. The shortlisted Bidders after elimination will be intimated in advance individually by emails only.
- The e-Reverse auction shall continue for a period of 120 minutes. Provided that during the last 10 (ten) minutes before the scheduled close time of e -Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse auction will be automatically extended by 10 (ten) minutes from the time of the last price bid received. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no price bid are received which is lower than the prevailing lowest price bid.
- During the Reverse Auction, the shortlisted Bidders will have the option of reducing the tariff quoted by them in decrements of 1 (One) paisa or multiples thereof and to increase the quantum quoted by them by 5 MW or multiples thereof.
- During the Reverse Auction the prevailing Lowest Tariff would be visible to all the Bidders.
- The Bidders will have the option to increase the quantum of power up to the value corresponding to the EMD submitted along with IPO, but can decrease the Tariff during the e-Reverse Auction process without any capping.

## 10. OPEN ACCESS:

- Booking of Transmission Corridors: The successful bidder(s) shall apply for booking of the open access transmission corridor to nodal RLDC/SLDC. They shall be fully responsible for the timely filing of open access application before the nodal RLDC/SLDC and coordinating with the relevant RLDC / SLDC so as to get the timely consent & booking of the open access corridor. The energy shall be scheduled and dispatched as per the relevant provisions of CERC/ OERC regulations for Long term open access and Procedure for reservation of Transmission Capacity for Long Term open access customers (Inclusive of all the amendments till date).
  - The successful bidder(s) shall apply for booking of advance reservation in such a manner so as to get the maximum quantum from the shortest route. It is therefore required from the bidder(s) to apply in LTOA for the period of supply of power to JSL.Refunds in case of Revision: In case JSL surrenders the already booked Open Access corridor, JSL shall bear the Open Access Charges, to be deducted by ERLDC/ SLDC for such surrender of booked corridor as per the prevailing open access regulations. The open access charges as payable by JSL

shall be reimbursed to the successful bidder(s) within 7 days of the receipt of the bill raised by bidder(s) if any. In case, the transmission corridor booked on advance reservation basis, is surrendered/cancelled by the trader/ seller, then all the transmission charges shall be borne by Trader/ Seller.

#### **11. ENERGY BILLING & PAYMENT:**

- Billing for LTOA Approvals: For the energy supply made during the month, the successful bidder(s) shall raise monthly bills based on the REA/ SEA data (issued by ERPC/Odisha SLDC).
- Payment: JSL shall make energy payments within due date, i.e. 30 days from the receipt of bill (excluding the day of receipt of bill), through e -mail from successful bidder. The bill must be e-mailed on any bank working day before 1700 Hrs. otherwise the date of receipt of bill shall be considered as the next working day. However, hard copies of the bill shall invariably be sent to JSL through courier. In case the 30<sup>th</sup> day is a holiday, the next working day would be the due date for the payment. Based on JSL discretion, the payments shall be made through RTGS/ NEFT transfer.

#### **12. REBATE:**

Successful bidder(s) shall allow 2% (Two Percent) rebate on the billed amount of energy charges including trading margin, if JSL makes payment of the bill through RTGS within 7 days from the date of Receipt (excluding the day of receipt of bill). Successful bidder(s) shall allow 1% (One Percent) rebate on the billed amount of energy charges including trading margin, if JSL makes payment of the bill through RTGS after 7 days but on or before the 30th day from the date of Receipt (excluding the day of receipt of bill). However, no rebate shall be applicable on payment of open access charges.

#### **13. SURCHARGE:**

A surcharge of 0.75 % per month shall be applied on all payments outstanding after the due date of payment. Thereafter surcharge shall be calculated on day -to-day basis for each day of delay.

#### **14. CONTRACT PERFORMANCE GUARANTEE (CPG):**

The successful bidder(s) shall be required to furnish CPG within 7 days from the date of communication from JSL of bid being successful. The CPG shall be in the form of BG from any scheduled bank in India or Demand Draft in favor of 'JINDAL STAINLESS LIMITED' payable at Jajpur Road or through RTGS transfer to the following details:

<b>Beneficiary Name</b>	<b>Account No.</b>	<b>IFSC Code</b>	<b>Bank Address</b>



The quantum of CPG shall be calculated @ Rs.2 Lakh/MW/ Month of contract period **subject to maximum of 3 months**. Validity of the CPG shall be till 90<sup>th</sup> day from the last day of Contract.

#### **15. PAYMENT SECURITY MECHANISM:**

On submission of CPG by the successful bidder(s), JSL shall provide, as Payment Security Mechanism, which will be decided mutually during finalization of contract.

#### **16. REVISION OF SCHEDULE / CANCELLATION OF OPEN ACCESS:**

Revision of Schedules by the successful bidder(s) should be Firm and intimated 5 working days in advance (except only in case of Forced Outage) so as to allow JSL to arrange the revised quantum of power from any third party. In case of revision/ cancellation, the party seeking revision/ cancellation of Open Access shall bear the entire cost on its account due to such revision/ cancellation as per the applicable CERC regulations for LTOA.

#### **17. COMPENSATION FOR DEFAULT IN SCHEDULING:**

- It is mandatory on the part of the successful bidder(s) to apply for corridor for each and every month of the contract period through LTOA for the corresponding applicable period. In case, the successful bidder(s) fails to timely apply for corridor, compensation shall be levied on the full contracted quantum.
- The successful bidder(s) shall ensure that actual scheduling does not deviate by more than 15% (Fifteen Percent) of the contracted power as per the approved open access on monthly basis.
- In case, deviation from the successful bidder(s) is more than 15% of contracted energy for which open access has been allocated on monthly basis, the successful bidder(s) shall pay compensation @ Rs 1/kWh or the differential ex -bus tariff for the power arranged from any alternate source, whichever is higher, for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract.
- In case, deviation from JSL side is more than 15% of contracted energy for which open access has been allocated on monthly basis, JSL shall pay compensation to the successful bidder(s) at Rs 1 /kWh for the quantum of shortfall in excess of permitted deviation of 15% and pay for the open access charges to the full extent revised by JSL.

- The compensation shall be calculated based on the energy supplied at the delivery point.
- The indicated percentage limitation of quantum is only to meet any technical problems due to poor PLF or due to shortage of fuel or due to some forced outage in the transmission line and not for utilizing the balance quantum for sales with 3rd parties. If it is found that the successful bidder(s) indulge in such practices, such quantum of energy sold shall carry compensation of Rs.10/kWh (Rupees Ten per unit). However, this will not be applicable when JSL directs the successful bidder(s) to reduce the scheduling and such quantum reduced can be sold after getting the concurrence of JSL.

#### **18. FORCE MAJEURE:**

None of the parties herein shall be liable to each other on account of failure or delay, which is caused by an event of "Force Majeure", defined as follows:

During the pendency of the Contract / Order, if the performance in whole /part by either party or any obligation there under is prevented / delayed by causes arising out of any war, hostility, civil commotion, acts of the public enemy, Sabotage, fire, floods, explosions, epidemics or non - availability of Government controlled raw -material under order/ Instructions of Central/ State Government regulations, strikes, lockouts, embargo, acts of Civil/ Military authorities or any other causes beyond their reasonable control, neither of the two parties shall be made liable for loss or damages due to delay or failure to perform the contract during the currency of Force Majeure conditions, provided that the happening is notified in writing (with documentary proof) within 30 days from the date of the occurrence. Events of Force Majeure shall include the following:

- Fire, chemical or radioactive contamination, earthquakes, lightning, flood, drought, plague, epidemic, other natural calamities and acts of God resulting in the supply of power under this agreement being disrupted.
- Explosion, accident, breakage of transmission facilities transmitting power, Grid failure.
- Acts of war, invasion, riots, blockade, public disorder, civil commotion / unrest, civil riots, and sabotage making the performance of obligations herein impossible.
- 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 and in no case later than 24 Hrs. from the time of occurrence.

#### **19. VALIDITY OF BID:**

The bid/ offer should be valid for at least 60 days from the last date of submission and any withdrawal or modification of the offer thereafter shall not be permitted.

**20. RIGHT TO TERMINATE:**

Either party has the right to terminate this agreement by giving an advance notice of 30 days to the other party. However, party seeking such termination shall be liable for payment of Open Access charges, Open Access Cancellation charges on account of such termination. The parties shall remain liable for all acts/ deeds/ transactions undertaken or done before the date of termination of this agreement.

**21. ISSUE OF LETTER OF AWARD (LOA) / LETTER OF INTENT (LOI):**

JSL shall issue an LOA/ LOI, as per the mutually agreed tariff & terms, to the successful bidder(s) as soon as tender is decided. The bidder shall be required to convey its acceptance of the same within two days through fax/ e -mail.

**22. POWER PURCHASE AGREEMENT:**

The successful bidder (s) shall have to enter into a Power Purchase Agreement(PPA) with mentioned Terms and Conditions of this document, unless agreed by JSL, otherwise, within 15 (fifteen) days from the date of LOA or confirmation of Letter of Intent by the bidder .

**23. LANGUAGE OF DOCUMENTS:**

All information and documents submitted must be in English language.

**24. 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 New Delhi only.

**25. GOVERNING LAW AND ARBITRATION:**

This document shall be governed in accordance with the laws of India, having regard to the applicable regulations prevailing in the state of Odisha. Any dispute arising out of this document shall be referred to arbitration by a sole arbitrator, mutually appointed by the Parties. The arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of arbitrator shall be New-Delhi and language of the arbitration shall be English.

**26. DISCLAIMER AND JINDAL STAINLESS LIMITED RIGHTS:**

This document shall not be construed as an offer and JSL shall not be bound to purchase energy from any bidder pursuant to this document. JSL reserves the right to modify or

withdraw from the process initiated by it. JSL reserves the right to reject any or all bids, or any portion of a specific bid for any reason. JSL reserves the right to enter into PPA with one or more of the bidders. JSL assumes no obligation to provide a reason for rejection of a bidders' bid in full or in part.

# **Annexure A**

## **BIDDER'S COMPANY DATA:**

1. Name of the firm:
  
2. Name of the Contact Person:
  
3. E-Mail Address:
  
4. Postal Address:
  
5. Telephone:
  
6. Mobile No:
  
7. Fax Number:
  
8. Inter/ Intra state Trading license (copy to be enclosed)
  - Category of License (in case of traders only) :
  
  - Validity till:

Signature of the Authorized Representative with Company Seal

## Annexure B

### PRICE BID

<b>Period</b>	
<b>Duration</b>	<b>0000–2400 Hrs</b>
<b>Source</b>	
<b>Renewable (Solar / Non-Solar )</b>	
<b>Transmission Route</b>	
<b>MW @ Delivery Point</b>	
<b>Delivery Point</b>	<b>JSL ex-bus</b>
<b>Rate including Trading Margin (Rs./ kWh)</b>	
<b>Trading Margin (Rs./ kWh)</b>	

Note: - Rates at delivery point includes trader margin and Open access charges up to JSL Ex- bus Periphery.

Signature of the Authorized

Representative Name:

\_\_\_\_\_

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

# **Annexure C**

## **SCHEDULE OF DEVIATIONS**

(To be filled by bidder)

<b>Sl. No.</b>	<b>Clause No.</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 EOI/ JSL/ POWER/ 2.1/3.4/ NOV/ 2021, all other terms and provisions are hereby accepted.

Signature of Authorized

Signatory Dated: \_\_\_\_\_

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

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



# Annexure D

## Format of the unconditional and Irrevocable Bank Guarantee for EMD

To:

(To be on  
Non-  
Judicial  
Stamp  
Paper of  
appropriate  
value as  
per Stamp  
Act  
relevant to  
place of  
execution)

### BANK GUARANTEE FOR EMD

XXXX  
X,  
XXXX  
X

In consideration of \_\_\_\_\_ (Insert Name of Bidder) submitting the Bid inter alia for supply of power on Long term basis for the period \_\_\_\_\_ (Insert Date) to \_\_\_\_\_, (Insert Date) through tariff based Competitive Bidding Process in response to the Tender specification \_\_\_\_\_ issued by \_\_\_\_\_ (herein after referred to as "Procurer") agreeing to consider the bid of \_\_\_\_\_ (Insert Name of Bidder) as per the terms of the bid document and the \_\_\_\_\_ (Insert Name of Bank) a Banking company registered under the Companies Act 1956 and having its license to carry out Banking Business under the Banking Regulation Act 1949 at having the registered office at \_\_\_\_\_ (Insert the address of the Bank) (hereafter referred to as Guarantor Bank) hereby agrees unequivocally, irrevocably and unconditionally to pay to - \_\_\_\_\_ (Insert Name of "Procurer") or its authorized representative forthwith on demand in writing from \_\_\_\_\_ (Insert Name of Bidder) or any representative authorized by it in this behalf an amount not exceeding Rupees \_\_\_\_\_, on behalf of \_\_\_\_\_ (Insert Name of Bidder)

This guarantee shall be valid and binding on Guarantor Bank up to and including 60 days (sixty days) from the last date of submission of bids i.e. up to \_\_ and shall not be terminable by notice or any change in the constitution of the Bank 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.

Our liability under this Guarantee is restricted to Rs \_\_\_\_\_ (Insert Amount). Our Guarantee shall remain in force until \_\_\_\_\_ (Insert date). The procurer shall

entitle to invoke this guarantee until \_\_\_\_\_(Insert date).

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Procurer or 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 Procurer or authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes or disparities by the Bidder or any other person. The Guarantor Bank shall not require the Procurer or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer or its authorized representative in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Mumbai (Maharashtra) 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 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 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 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 or its authorized representative 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 under the RFP documents.

The Guarantor Bank hereby agrees and acknowledges that the Procurer or its authorized representative shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_(Insert Amount) .
2. This Bank Guarantee shall be valid up to \_\_\_\_\_(Insert Date) and
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Procurer” or its authorized representative serves upon us a written claim or demand on or before \_\_\_\_ (Insert Date).

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ (Insert Date) at \_\_\_\_\_(Insert Address).

Witness

1. \_\_\_\_\_

Signature

Name and Designation with Bank Stamp

For:

\_\_\_\_\_ (insert Name of

Bank) Banker's stamp and full address

# **Annexure E**

## **Format of the unconditional and Irrevocable Bank Guarantee for CPG**

(To be on Non- Judicial Stamp Paper of appropriate value as per Stamp Act relevant to place of execution)

### **BANK GUARANTEE FOR CPG**

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

Dat ed \_\_\_\_\_

This deed of guarantee is made on this \_\_\_ day of \_\_\_ between Jindal Stainless Limited incorporated and registered under the Companies Act, 1956 having its, plant at KNIC - Jajpur – 755026 , Orissa , INDIA (hereinafter referred to as “Purchaser” which expression shall unless excluded by or repugnant to the context include its successors and assigns) of the one part and the \_\_\_\_\_ [Name of Bank] operating through its branch at \_\_\_\_\_ (hereinafter referred to as “Bank” which expression shall unless excluded by or repugnant to the context include its successors and assigns ) of the other part.

Whereas the Purchaser has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the “Agreement”) for \_\_\_\_\_ [Description of Equipment] at a Contract Price of \_\_\_\_\_ with M/ s. \_\_\_\_\_ having its Registered office at \_\_\_\_\_ (hereinafter called the “Supplier” which expression unless repugnant to the subject or context include its successors and assigns). The Agreement provides that the Supplier shall furnish a Bank Guarantee to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) being \_\_\_% of the Value of the Agreement as security for satisfactory working of the Equipment as per the Agreement.

And whereas at the request of the Supplier, the Bank hereby agrees and covenants with the Purchaser as follows:

1. The Bank hereby irrevocably and unconditionally guarantees to the Purchaser that the Equipment contracted is capable of performing the work as agreed in the Agreement. In the event of Equipment failing to perform to the satisfaction of the Purchaser, which shall be final and conclusive of the factum of non -performance, the Bank shall indemnify and keep the Purchaser indemnified to the extent of Rs (Rupees in words) against any loss or damage that may be caused to or suffered by the Purchaser consequent to non - performance of the contacted Equipment supplied by the Supplier, without any reference to the supplier and irrespective of the fact whether the Supplier admits or denies such claim.
2. The Bank further agrees, that the Purchaser shall be the sole judge as to whether the Supplier has failed to abide by the terms of said Agreement or has failed to perform the said Agreement in any respect, or the whole or part of the payment made by the Purchaser has become re-payable. Any demand made on the Bank by the Purchaser

shall be conclusive and binding upon the Bank.

3. The Bank shall pay forthwith the amount demanded by the Purchaser notwithstanding any dispute, if any, between the Purchaser and the Supplier. The Bank further undertakes to pay the Purchaser any amount claimed under this Guarantee, notwithstanding any suit proceeding before any Court or Tribunal, the liability of Bank under this Guarantee being absolute and unequivocal.
4. This Guarantee shall not be affected by any change in constitution of the Supplier, the Purchaser or the Bank nor shall it be affected by any change in constitution or by any amalgamation or absorption or reconstruction thereof.
5. The Bank further agrees that the Purchaser shall have the fullest liberty without affecting in any way obligation of the Bank hereunder, with or without consent or knowledge of the Bank to vary any of the terms and conditions of the said Agreement. The Bank shall not be relieved from its liability by reason of any such variation or any indulgence or forbearance shown or any act or omission on the part of the Purchaser or by any such matter or thing whatsoever under the law relating to sureties would but for this provision have the effect of so relieving the Bank.
6. It shall not be necessary for Purchaser to proceed against the Supplier or give notice to the Supplier, before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which Purchaser may have obtained or obtain from the Supplier at any time or when proceeding taken against the Bank, hereunder, be outstanding or realized. The Bank further agrees, that in order to give full effect to the guarantee herein contained the Purchaser shall be entitled to act as if the Bank were principal debtors of the Purchaser in respect of claim against the Supplier hereby guaranteed by the Bank as aforesaid and the Bank hereby expressly waives its rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provision of this Guarantee.
7. The Bank further agrees that this Guarantee shall not be revoked by the Bank at any time during its currency without previous consent in writing of the Purchaser accompanied by Original Bank Guarantee. The Bank further agrees to not to entertain any request/ representation from the Supplier for revoking this bank Guarantee and/ or not making payment to the Purchaser for any reasons whatsoever.
8. Any demand made under this bank guarantee shall be conclusive final and binding on the bank without any further proof as regards the non-compliance with the terms and conditions contained in the Agreement.
9. Any notice by request, demand or otherwise may be sent by post, courier or any other

means to the Bank at any of its addresses mentioned above. Any Certificate by an officer of the Purchaser that the envelope was so posted shall be conclusive and sufficient to prove that the envelope containing notice was posted/ served on the bank within the validity period of guarantee.



10. The Bank further agrees that any legal action or proceedings arising out of this Guarantee shall be brought in the courts or tribunals at Jajpur Road in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals.
11. Notwithstanding anything contained herein before, the liability of the Bank under this guarantee is restricted to Rs\_\_\_\_\_ (Rupees\_\_\_\_\_) and shall remain in force up to \_\_\_\_\_ unless a claim under the Guarantee is filed against the Bank on or before\_90 days beyond the expiry date of the Guarantee) [Thus if the Guarantee is valid up 1st April, 2006 the claim lodging period shall be up to 30th June, 2006] and expires in full automatically, irrespective of whether the Guarantee is returned to the Bank or not.

# Annexure F

## **AFFIDAVIT (Purchase of RECs)**

I, \_\_\_\_\_ M/ s \_\_\_\_\_ do hereby solemnly state and affirm as under:

1. That the company M/ s \_\_\_\_\_ having offered Solar/ Non Solar Energy to JSL against EOI No: EOI/ JSL/ POWER/ 2.1/3.4/ NOV/ 2021 to supply \_\_\_\_\_  
\_MW/ MU Solar/ Non Solar Power from \_\_\_\_\_ Project in village\_\_ Tehsil  
\_\_\_\_\_ Distt. \_\_\_\_\_.
2. That the company has not availed/ applied for RECs from the notified agency against the offered power.
3. That the company will not avail / apply/claim Renewable attributes like RECs, etc. From the notified agency against the contracted power against EOI/ JSL/ POWER/ 2.1/3.4/ NOV/ 2021 during Contract period.
4. In case of any default by our company to the above we further agree to abide by the actions taken by JSL as deemed fit and JSL have full rights to recover the amount paid and damages as deemed fit as per terms of the LOI/LOA/ PPA signed / to be signed with JSL.

Deponent

Verification:

Verified that the contents stated above in this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Place:

Dated

Deponent