Expression of Interest

For

Procurement of Power (Upto 400 MW)

Under

Short/Medium Term Basis

by

VEDANTA LIMITED, Jharsuguda.

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)

(EOI No.: EOI/VL/JSG/Power Procurement/Mar-21)

Head - Commercial,

Vedanta Limited, PMO Building, Village - Bhurkamunda, P.O. Kalimandir, District - Jharsuguda, Odisha - 768 202

E-mail:

VALSML.OPR@vedanta.co.in

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NOTE: It outlines the terms and conditions subject to which Vedanta Limited (VL), Jharsuguda is inviting offers for procurement of 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 VL for evaluation of the bids.

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Expression of Interest (EOI) For Short/Medium Term Purchase of Power (EOI No. EOI/VL/ISG/Power Procurement/Mar-21)

Vedanta Limited, Jharsuguda (VL) invites Expression of Interest for procurement of 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 on "Firm/As required basis":

Quantum of Power (RE/Non-RE) for purchase at Vedanta Periphery

Period	Period Duration	Type of Power	Quantum at VL Ex-Bus in MW	
			Minimum	Maximum
7 th April'21 to 31 st Mar'22	0000 – 2400 Hrs	Firm	20	400
7 th April'21 to 31 st Mar'22	0000 – 2400 Hrs	As required basis	20	400
1 st April'22 to 31 st Mar'24	0000 – 2400 Hrs	Firm	20	400

01.	EOI Submission Address	Head – Commercial, Vedanta Limited, PMO Building, Village - Bhurkamunda, P.O. Kali Mandir, District – Jharsuguda, Odisha – 768 202
02.	EOI Submission E-Mail ID	VALSML.OPR@vedanta.co.in
03.	Subject for E-Mail IPO	Bidder Name (in Short form, e.g. TPTCL/NVVN
	Submission	bid for EOI No: EOI/VL/JSG/Power Procurement/Mar-21)
04.	Last Date for Bid Submission	31 st Mar'21
05.	Date of opening of Price Bid	2 nd April'21

- 1. VL 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. VL reserves the right to reject any or all bids or to accept any bid in full or in part, as may be required by VL, without assigning any reason whatsoever.
- 5. For any technical clarification may contact Mr. Santosh Mahato, Manager Power Sales Mobile No. 8879008060.

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GENERAL TERMS AND CONDITIONS FOR POWER PROCUREMENT

1. INTRODUCTION:

VL 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 Power requirement for Smelters.

2. TERMS & CONDITIONS FOR SUPPLY OF ENERGY:

Interested parties are requested to submit bids for the following:

Period	Duration	Type of Power	Quantum at VL Ex-Bus in MW	
			Minimum	Maximum
7 th April'21 to 31 st Mar'22	0000 – 2400 Hrs	Firm	20	400
7 th April'21 to 31 st Mar'22	0000 – 2400 Hrs	As required basis	20	400
1 st April'22 to 31 st Mar'24	0000 – 2400 Hrs	Firm	20	400

- Offers from traders duly accompanied by details of the respective source(s) shall only be considered.
- Vedanta may accept tender quantum for partial/full period at their own discretion.
- 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. However, bids for power from Renewable Energy (RE) source need not be RTC and may be submitted as per their availability.
- Period of supply may be extended by mutual agreement during/after tendering stage.

3. TRADING LICENSE:

The Traders submitting bids should have a valid license from the Central Electricity Regulatory Commission (CERC) or State Electricity Regulatory Commissions (SERC) for Inter-State/Intra-State trading of Electricity. The trader is also required to submit a 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 20 (Twenty) 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.

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5. PRICE OFFER:

The Bidder shall quote the Price Offer (in Rs./kWh) separately for durations(as mentioned above) 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 Vedanta Limited SEZ Unit bus connected to 400 kV OPTCL network of Odisha-STU.
- The rate of offered power (in Rs. /kWh) should be quoted at the delivery point (i.e. VL 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.
- Successful bidder(s) shall be applying for the Short term/Medium 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 VL 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.
- VL 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 (if any) shall be borne by VL. However, the landed rate computation will be done based on all-inclusive cost (Cross Subsidy Surcharge (CSS), Transmission charges & losses etc prevailing on the date of bid opening) for awarding the tender. Therefore, the bidders are encouraged to offer solutions that minimizes overall cost of power, for e.g. like RE power, Group Captive mode, RE-Mix, any other innovative model.
- Bidder(s) shall offer only Round-the-Clock (0000–2400 Hrs.) power to VL (Applicable for firm power bids). *However, bids for power from Renewable Energy (RE) source need not be RTC and may be submitted as per their availability.*
- If the offer is conditional / with any deviation to the mentioned terms, VL reserves the right to accept or reject the same without assigning any reason.

6. E - REVERSE AUCTION:

 After analysing the bids received in IPO stage, VL may decide to perform Reverse Auction of the bids. The shortlisted Bidders will be intimated in advance individually by emails only.

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7. OPEN ACCESS:

- <u>Booking of Transmission Corridors</u>: The successful bidder(s) shall apply for booking of the open access transmission corridor to nodal RLDC. They shall be fully responsible for the timely filing of open access application before the nodal RLDC and coordinating with the relevant RLDC / SLDC 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 Short/Medium term open access and Procedure for reservation of Transmission Capacity for Short/Medium 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 to get the maximum quantum from the shortest route. It is therefore required from the bidder(s) to apply in STOA/MTOA for the period of supply of power to VL.
- Refunds in case of Revision: Party surrendering the already booked Open Access corridor, shall bear the Open Access Charges from end to end for such surrender of booked corridor as per the prevailing open access regulations. The open access charges as payable by VL 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.

8. ENERGY BILLING & PAYMENT:

- <u>Billing for STOA/MTOA Approvals</u>: 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: VL 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 bank working day. However, hard copies of the bill shall invariably be sent to VL through courier. In case the 30th day is a holiday, the next working day would be the due date for the payment. Based on VL discretion, the payments shall be made through RTGS/NEFT transfer.

9. REBATE:

Successful bidder(s) shall allow 2% (Two Percent) rebate on the billed amount of energy charges including trading margin, if VL 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 VL makes payment of the bill through RTGS after 7 days but on or before the 30th day from

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the date of Receipt (excluding the day of receipt of bill). However, no rebate shall be applicable on payment of open access charges.

10.CONTRACT PERFORMANCE GUARANTEE (CPG):

The successful bidder(s) at the discretion of Vedanta may be required to furnish CPG within 7 days from the date of communication from VL of bid being successful. The CPG shall be in the form of BG from any scheduled bank in India or Demand Draft in favour of 'VEDANTA LIMITED – ALUMINIUM & POWER' payable at Jharsuguda or through RTGS transfer to the following details:

Beneficiary Name	Account No.	IFSC Code	Bank Address
VEDANTA LIMITED –	054451000039	ICIC0000544	ICICI BANK,
ALUMINIUM & POWER	034431000039	16160000344	MIDC, MUMBAI

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 90th day from the last day of Contract.

11. REVISION OF SCHEDULE / CANCELLATION OF OPEN ACCESS:

Revision of scheduled energy shall be permitted in accordance with the provisions of Indian Electricity Grid Code (IEGC) or the State Grid Code (SGC) as the case may be. However, information regarding any such revision should be intimated well in advance so that VL can 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/OERC regulations for STOA.

12. COMPENSATION FOR DEFAULT IN SCHEDULING (Only for Firm Power):

- It is mandatory on the part of the successful bidder(s) to apply for corridor for every month of the contract period through STOA 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 @ Re.1/kWh or the differential ex-bus tariff for the power arranged from any alternate source, whichever is higher, for the quantum of shortfall more than

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permitted deviation of 15% while continuing to pay open access charges as per the contract.

- In case, deviation from VL side is more than 15% of contracted energy for which open access has been allocated on monthly basis, VL shall pay compensation to the successful bidder(s) at Re.1/kWh for the quantum of shortfall more than permitted deviation of 15% and pay for the open access charges to the full extent revised by VL.
- 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 VL directs the successful bidder(s) to reduce the scheduling and such quantum reduced can be sold after getting the concurrence of VL.

13.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.

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14. 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.

15. 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.

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

VL shall issue an LOA/LOI, as per the mutually agreed tariff & terms, to the successful bidder(s) as soon as tender is decided (latest within 10 days from the final selection of the bidder). The bidder shall be required to convey its acceptance of the same within two days through fax/e-mail.

17. 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 VL, otherwise, within 15 (fifteen) days from the date of LOA or confirmation of Letter of Intent by the bidder.

18. LANGUAGE OF DOCUMENTS:

All information and documents submitted must be in English language.

19. 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 courts in Jharsuguda, India only.

20. DISCLAIMER AND VEDANTA LIMITED RIGHTS:

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

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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

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Annexure B

PRICE BID

Period	From (Date) to (Date) in DD.MM.YYYY format			
Duration	0000-2400 Hrs			
Source				
Description of offered power				
Transmission Route				
MW @ Delivery Point				
Delivery Point	Vedanta Limited SEZ Unit bus connected to 400 kV OPTCL network of Odisha-STU			
Data in aludina Tradina	Period	Duration	Type of Power	Quoted rate at delivery point (Rs per kWH)
Rate including Trading Margin (Rs./kWh)	7 th April'21 to 31 st Mar'22	0000 - 2400 Hrs	Firm	
	7 th April'21 to 31 st Mar'22	0000 - 2400 Hrs	As required basis	
	1st April'22 to 31st Mar'24	0000 - 2400 Hrs	Firm	
Whether quoted rate covers for Cross Subsidy Surcharge	,			

Note: - Rates at delivery point includes trader margin and Open access charges up to VL Exbus Periphery.

Signature of the Authorized Representative			
Name:			
Designation:			

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Annexure C

SCHEDULE OF DEVIATIONS

(To be filled by bidder)

Sl. No.	Clause No.	Deviations

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 No. EOI/VL/JSG/Power Procurement/Mar-21, all other terms and provisions are hereby accepted.

Signature of Authorized Signatory
Dated:
Name:
Designation:

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Annexure D

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.	Dated
Ban	k Guarantee No.	Dated
Pow at: V Mur 202 repu of E	rer a Company incorporated and registered under Vedanta limited, 1st floor, 'C' wing, Unit 103, combai – 400093, Maharashtra, India. and having , Orissa, INDIA (hereinafter referred to as "Pugnant to the context include its successors and Bank] operating through its branch at	y of between Vedanta Limited-Aluminium & r the Companies Act, 1956 having its Registered Office proporate avenue, Atul projects, Chakala, Andheri (East), its, plant at Village - Bhurkamunda, Jharsuguda – 768 archaser" which expression shall unless excluded by or assigns) of the one part and the [Name (hereinafter referred to as "Bank" gnant to the context include its successors and assigns)
subj	"Agreement") for with M/s (hereinafter called ect or context include its successors and assign	o dated (hereinafter referred to as [Description of Equipment] at a Contract Price of having its Registered office at the "Supplier" which expression unless repugnant to the as). The Agreement provides that the Supplier shall furnish a ees) being% of the Value of the ne 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.	is capable of performing the work as agreed in the satisfaction of the Purchaser, which shall be Bank shall indemnify and keep the Purchase) against any Purchaser consequent to non-performance of the	lly guarantees to the Purchaser that the Equipment contracted ne Agreement. In the event of Equipment failing to perform to e final and conclusive of the factum of non-performance, the er indemnified to the extent of Rs (Rupees loss or damage that may be caused to or suffered by the e contacted Equipment supplied by the Supplier, without any fact whether the Supplier admits or denies such claim.
2.	by the terms of said Agreement or has failed to p	be the sole judge as to whether the Supplier has failed to abide erform the said Agreement in any respect, or the whole or part he re-payable. Any demand made on the Bank by the Purchaser
3.	between the Purchaser and the Supplier. The Bar	anded by the Purchaser not withstanding any dispute, if any, ak further undertakes to pay the Purchaser any amount claimed proceeding before any Court or Tribunal, the liability of Bank wocal.

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- 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 indulge, 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 realised. 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 waive 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. This Guarantee shall be governed and construed in accordance with the laws applicable throughout the territory of India. The Bank further agrees that any legal action or proceedings arising out of this Guarantee shall be brought in the courts or tribunals at Jharsuguda 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 tounless a claim under the Guarantee
	is filed against the Bank on or before90 days beyond the expiry date of the Guarantee)[Thus if the
	Guarantee is valid up 1st April, 2006 the claim lodging period shall be upto 30th June, 2006] and expires in
	full automatically, irrespective of whether the Guarantee is returned to the Bank or not.

NOTE:

All Bank Guarantee issued by the issuing bank on behalf of the customers should be in the prescribed format and should adhere to the SFMS (Structured Financial Messaging System). The modalities of which are as below:

- 1. The BG shall be issued in paper form as well as under Structured Financial Messaging System (SFMS).
- 2. However, the paper BG would be operative only on receipt of separate advice through SFMS and confirmed by the advising bank (i.e., Beneficiary's Bank).
- 3. The confirmation of Issuance of BG through SFMS from advising Bank shall be obtained through electronically as well as print out of the said message from advising bank with seal and signature.

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- 4. The issuing bank shall send information about issuance of BG through SFMS gateway to below mentioned bank to aid the process of confirmation of BG.
- 5. Under SFMS, extension/subsequent amendments to BG's should be done following the above procedure.

BENIFICIARY BANK	ICICI BANK LIMITED
IFSC CODE	ICIC0000544
MICR Code	400229087
ACCOUNT NO	054451000039
BANK BRANCH ADDRESS	CIDB, 1ST FLOOR, TRANS TRADE CENTRE, NEAR FLORAL DECK PLAZA SEEPZ, MIDC, ANDHERI (EAST), MUMBAI-400 093

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