

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

OFFICIAL STAMP

BANK CERTIFICATION

It is certified that above mentioned beneficiary hold a Bank Account No..... with our branch and the Bank particulars mentioned above are correct

SIGNATURE

Date:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(AUTHORISED SIGNATORY OF THE BANK)

Authorization No.....

NAME:

OFFICIAL STAMP

(Seal & Signature of the Bidder)

Place :

Date:

FINANCIAL DATA OF THE BIDDER

To,

Additional CEO

REC Power Distribution Company Limited

REC World Headquarters, D-Block, Plot No.1-4Sector-29, Gurugram 122001, Haryana

SUB: NOTICE INVITING TENDER FOR DESIGN, ENGINEERING, SUPPLY, ERECTION, TESTING, COMMISSIONING AND OPERATION & MAINTENANCE FOR THREE YEARS UNDER TWO PACKAGES HAVING CUMULATIVE CAPACITY OF 125 MW_{AC} SOLAR PV POWER PROJECT AT TWO LOCATIONS IN UTTAR PRADESH.

Particulars	FY 1 [specify currency]	FY 2 [specify currency]	FY 3 [specify currency]
1. Share Capital			
2. Paid up Capital			
3. Free Reserve (gross)			
4. Share Premium			
5. Revaluation Reserves			
6. Unallocated balance surplus			
7. Expenses not written off and carry forwarded losses			
8. Total current assets			
8.1. Total cash and deposits			
8.2. Deposits with bids or otherwise as guarantees (due within ninety (90) days)			
8.3. Amounts receivable from completed contracts (due within ninety (90) days)			
8.4. Amounts receivable from completed contracts after retention (due within ninety (90) days)			
8.5. Stocks and bonds at present market value (original currency)			
8.6. Any other current assets (due within ninety (90) days) (original currency)			
9. Closing stock if any			
10. Total current liabilities (give in details) (original currency)			
11. Intangible Assets			
12. Total assets			
13. Total liabilities			
14. Contingent Liability (give in details) (original currency)			

Particulars	FY 1 [specify currency]	FY 2 [specify currency]	FY 3 [specify currency]
15. Total profit before tax			
16. Total profit after tax			
17. Total loss (gross)			
18. Turnover during the financial year (in original currency)			
19. Net Worth			

Date.....

Place.....

(Name & Signature of Authorised Representative with
Seal/Stamp of Company)

ESTIMATED BILL OF QUANTITY

To

Additional CEO

REC Power Distribution Company Limited

REC World Headquarters, D-Block, Plot No.1-4

Sector-29, Gurugram 122001, Haryana

SUB: NOTICE INVITING TENDER FOR DESIGN, ENGINEERING, SUPPLY, ERECTION, TESTING, COMMISSIONING AND OPERATION & MAINTENANCE FOR THREE YEARS UNDER TWO PACKAGES HAVING CUMULATIVE CAPACITY OF 125 MW_{AC} SOLAR PV POWER PROJECT AT TWO LOCATIONS IN UTTAR PRADESH.

Dear Sir,

Estimated Bill of Quantity for plant of capacity 50 MW_{AC} (Bidder is expected to provide detailed Bill of Quantity) [Sample BoQ attached along with the Tender Document]

Sl. No.	Description	Qty	Rate
1	Solar Photo Voltaic(PV) Modules		
2	Inverters		
3	Module Mounting Structure(MMS)		
4	String Combiner Box		
5	Inverter Transformers		
6	Power Transformers		
7	Auxiliary Transformers		
8	LT Switchgear		
9	HT Switchgear		
10	DC Cables (Module to SCB)		
11	DC Cables(SCB to Inverter)		
12	AC Cables (HT <)		
13	132 KV Switchyard		
14	Balance of item includes all the equipment, materials, spare, accessories etc. excluding items from 1 to 13.		

Date.....

.....

Place.....

.....

(Name & Signature of Authorised
Representative with Seal/Stamp of Company)

ESTIMATED BILL OF QUANTITY

To

Additional CEO
 REC Power Distribution Company Limited
 REC World Headquarters, D-Block, Plot No.1-4
 Sector-29, Gurugram 122001, Haryana

SUB: NOTICE INVITING TENDER FOR DESIGN, ENGINEERING, SUPPLY, ERECTION, TESTING, COMMISSIONING AND OPERATION & MAINTENANCE FOR THREE YEARS UNDER TWO PACKAGES HAVING CUMULATIVE CAPACITY OF 125 MW_{AC} SOLAR PV POWER PROJECT AT TWO LOCATIONS IN UTTAR PRADESH.

Dear Sir,

Estimated Bill of Quantity for plant of capacity 75 MW_{AC} (Bidder is expected to provide detailed Bill of Quantity) [Sample BoQ attached along with the Tender Document]

Sl. No.	Description	Qty	Rate
15	Solar Photo Voltaic(PV) Modules		
16	Inverters		
17	Module Mounting Structure(MMS)		
18	String Combiner Box		
19	Inverter Transformers		
20	Power Transformers		
21	Auxiliary Transformers		
22	LT Switchgear		
23	HT Switchgear		
24	DC Cables (Module to SCB)		
25	DC Cables(SCB to Inverter)		
26	AC Cables (HT <)		
27	132 KV Switchyard		
28	Balance of item includes all the equipment, materials, spare, accessories etc. excluding items from 1 to 13.		

Date.....

.....

Place.....

.....

(Name & Signature of Authorised
 Representative with Seal/Stamp of Company)

To

Additional CEO

REC Power Distribution Company Limited

REC World Headquarters, D-Block, Plot No.1-4

Sector-29, Gurugram 122001, Haryana

FORMAT FOR DECLARED NET ANNUAL GUARANTEED GENERATION (NAGG) FOR THE PROPOSED SOLAR PV POWER PLANT

Name of Bidder M/s

Installed Capacity proposed (in MWp) for Package 1	
Installed Capacity proposed (in MWp) for Package 2	

Proposed Net Annual Guaranteed Generation (NAGG):

O&M Years	Proposed Net Annual Guaranteed Generation (NAGG) at the Delivery Point (in MUs) for Package 1	Proposed Net Annual Guaranteed Generation (NAGG) at the Delivery Point (in MUs) for Package 2
1st Year		
2nd Year		
3rd Year		
Sum of Proposed Net Annual Guaranteed Generation (NAGG) at the Delivery Point (in MUs) for 3 years		

NOTE: - Bidders to submit the documentary proof for arriving at the Declared Net Annual Guaranteed Generation (NAGG) such as Energy Estimation Report using the latest software such as PV Syst, Meteonorm.

Date.....

.....

Place.....

.....

(Name & Signature with Seal/Stamp
of Company)

To

Additional CEO

REC Power Distribution Company Limited

REC World Headquarters, D-Block, Plot No.1-4

Sector-29, Gurugram 122001, Haryana

**MINIMUM NET ANNUAL GUARANTEED GENERATION (NAGG) TO BE ACHIEVED
EVERY YEAR BY THE CONTRACTOR**

S.No	Year	Minimum Net Annual Guaranteed Generation (NAGG) to be generated each year (in MU)* (For Package 1)	Minimum Net Annual Guaranteed Generation (NAGG) to be generated each year (in MU)* (For Package 2)
1.	1st Year of O&M	110.98 MU	166.48 MU
2.	2nd Year of O&M	110.31 MU	165.48 MU
3.	3rd Year of O&M	109.65 MU	164.49 MU

*Degradation (MCF) for 3 years shall be as 0.6% every year.

Note: This is the minimum number of units, which needs to be generated by the Contractor every year. The Contractor, however, shall quote the actual number of unit generation as per the **Attachment 10**. The Bids containing the less generation as indicated in this annexure shall be rejected.

To

Additional CEO
REC Power Distribution Company Limited
REC World Headquarters, D-Block, Plot No.1-4
Sector-29, Gurugram 122001, Haryana

SUBMISSION OF TIME SCHEDULE

SUB: NOTICE INVITING TENDER FOR DESIGN, ENGINEERING, SUPPLY, ERECTION, TESTING, COMMISSIONING AND OPERATION & MAINTENANCE FOR THREE YEARS UNDER TWO PACKAGES HAVING CUMULATIVE CAPACITY OF 125 MW_{AC} SOLAR PV POWER PROJECT AT TWO LOCATIONS IN UTTAR PRADESH.

We hereby confirm the acceptance to the time schedule (.....month for completion of Facilities) as specified in the Clause No. 3.17 of the Bid Document. Further, we are submitting the detailed activity wise Time schedule (L1 Schedule) in the form of PERT Chart covering all aspects like ordering, site preparation, Supply, erection, installation, testing & commissioning, etc. along with the bid.

Place:

Date:

Name:

Designation:

Name of company

To

Additional CEO

REC Power Distribution Company Limited

REC World Headquarters, D-Block, Plot No.1-4

Sector-29, Gurugram 122001, Haryana

LIST OF SUB-CONTRACTORS /VENDORS PROPOSED TO BE ENGAGED

SUBJECT: NOTICE INVITING TENDER FOR DESIGN, ENGINEERING, SUPPLY, ERECTION, TESTING, COMMISSIONING AND OPERATION & MAINTENANCE FOR THREE YEARS UNDER TWO PACKAGES HAVING CUMULATIVE CAPACITY OF 125 MW_{AC} SOLAR PV POWER PROJECT AT TWO LOCATIONS IN UTTAR PRADESH.

LIST OF SUBCONTRACTORS / VENDORS PROPOSED BY THE BIDDER			
Sl. No.	Name of the equipment/system	Make Proposed by the Bidder (For Package 1 & 2)	Source of Material (Name of Country)
1.	Solar Photo Voltaic (PV) Modules		
2.	Inverters		
3.	Module Mounting Structure (MMS)		
4.	String Combiner Box		
5.	Inverter Transformers		
6.	Power Transformers		
7.	Auxiliary Transformers		
8.	LT Switchgear		
9.	HT Switchgear		
10.	DC Cables (Module to SCB)		
11.	DC Cables (SCB to Inverter)		
12.	AC Cables (HT <)		
13.	132 KV Switchyard Yard		
14.	Balance of item includes all the equipment, materials, spare, accessories etc. excluding items from 1 to 13.		

Place:**Date:****Name:****Designation:****Name of company**

To,
Additional CEO
REC Power Distribution Company Limited
REC World Headquarters, D-Block, Plot No.1-4
Sector-29, Gurugram 122001, Haryana

**PERFORMA FOR MANDATORY INFORMATION REQUIRED TO UPLOAD THE
AWARD DETAILS ON CENTRAL PROCUREMENT PORTAL (CPP) i.e.
<https://eprocure.gov.in/cppp>**

**SUBJECT: NOTICE INVITING TENDER FOR DESIGN, ENGINEERING, SUPPLY,
ERECTION, TESTING, COMMISSIONING AND OPERATION & MAINTENANCE FOR
THREE YEARS UNDER TWO PACKAGES HAVING CUMULATIVE CAPACITY OF 125
MW_{AC} SOLAR PV POWER PROJECT AT TWO LOCATIONS IN UTTAR PRADESH.**

1. Company Name	<input type="text"/>
2. Registration Number	<input type="text"/>
3. Registered Address	<input type="text"/>
4. Name of Partners/ Directors	<input type="text"/>
5. Bidder Type : Indian/ Foreign	<input type="text"/>
6. City	<input type="text"/>
7. Postal Code	<input type="text"/>
8. Company's Establishment Year	<input type="text"/>
9. Company's Nature of Business	<input type="text"/>
10. Company's Legal Status (Tick <input type="checkbox"/>)	Limited Company

Undertaking

Joint Venture

Partnership

Others

11. Company Category (Tick ☐)

Micro Unit as per MSME

Small Unit as per MSME

Medium Unit as per MSME

Ancillary Unit

Project Affected Person of this Company

SSI

Others

Contact Details:

Enter Company's Contact Person
Details

Title (Tick ☐)

Mrs.

Mr.

Ms.

Dr.

Shri

Contact Name

Date of Birth (DD/MM/YYYY)

Correspondence Email

Designation

Phone Details e.g. : +91 044
22272449

Mobile Number

I, the undersigned, Proprietor/Director/authorized signatory of [*Insert name of the Firm/Agency/Bidder*] do hereby solemnly declare and affirm that the details furnished above are true and correct to the best of my knowledge and belief.

Date.....

.....

Place.....

.....

(Name & Signature of Authorised
Representative with Seal/Stamp of Company)

To,
Additional CEO
REC Power Distribution Company Limited
REC World Headquarters, D-Block, Plot No.1-4
Sector-29, Gurugram 122001, Haryana

UNDERTAKING REGARDING OFFLINE SUBMISSION

I / We, M/s(Name of Bidder) hereby state that I/We have submitted the scanned copies of original documents listed in clause 2.15 of ITB on e-mode and hard copies shall be submitted to RECPDCL as and when requisitioned. Further, if at any point of time, any discrepancy is found in the documents submitted by us, RECPDCL shall be at liberty to summarily reject the bid as well as take appropriate legal action, besides forfeiture of bid security and banning of business dealings, as per provisions of Integrity Pact.

Date.....

Place.....

(Name & Signature of Authorised
Representative with Seal/Stamp of Company)

To

Additional CEO

REC Power Distribution Company Limited

REC World Headquarters, D-Block, Plot No.1-4

Sector-29, Gurugram 122001, Haryana

**FORMAT FOR MONTH WISE TARGET GENERATION FOR THE PROPOSED SOLAR
PV POWER PLANT**

Name of Bidder M/s

Month	Solar Insolation (kWhr/m ²)	Target Generation (in MWh) Fixed Tracking (1MWp) Quoted by Bidder #	Final Month wise Target Generation for Bidder (Package 1) (in MWhr)	Final Month wise Target Generation for Bidder (Package 2) (in MWhr)
		A	B1=A X 75	B2=A X 105
January	118			
February	135			
March	179			
April	187			
May	202			
June	165			
July	138			
August	135			
September	143			
October	138			
November	114			
December	106			
	1760			

#RECPDCL has right to question the rationality of the month wise quoted generation.

Place**Date**

(Signature)

1. UNDERTAKING FOR FIRST CONTRACT

(In compliance of Ministry of Finance, Government of India order no F. No. 6/18/2019-PPD dated 23.07.2020)

I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India.

I certify that(name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that(name of Bidder) fulfills all requirements in this regard and is eligible to be considered.

Note:- Evidence of valid registration by the Competent Authority shall be attached (if applicable)

Place

Date

(Signature)

2. UNDERTAKING FOR SECOND AND THIRD CONTRACT

(In compliance of Ministry of Finance, Government of India order no F. No. 6/18/2019-PPD dated 23.07.2020)

I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I certify that(name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that (Name of Bidder) fulfills all requirements in this regard and is eligible to be considered.

Note: - Evidence of valid registration by the Competent Authority shall be attached (if applicable)

Place

Date

(Signature)

(TO BE EXECUTED ON LETTERHEAD OF THE HOLDING COMPANY)

To

Additional CEO

REC Power Distribution Company Limited

REC World Headquarters, D-Block, Plot No.1-4

Sector-29, Gurugram 122001, Haryana

Sir(s),

1.0 We, M/s..... *[Insert name of Holding Company]*..... declare that we are the holding company of M/s *[Insert name of Bidder]*..... and have controlling interest therein.

M/s. *[Insert name of Bidder]*..... proposes to submit the Bid for “**DESIGN, ENGINEERING, SUPPLY, ERECTION, TESTING, COMMISSIONING AND OPERATION & MAINTENANCE FOR THREE YEARS UNDER TWO PACKAGES HAVING CUMULATIVE CAPACITY OF 125 MW_{AC} SOLAR PV POWER PROJECT AT TWO LOCATIONS IN UTTAR PRADESH.**” having reference no. RECPDCL/CHQ/ECD/SPP-UPNEDA/2021 datedand have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Clause No. 1.4.2(i) [Financial Criteria].

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the contract for “**DESIGN, ENGINEERING, SUPPLY, ERECTION, TESTING, COMMISSIONING AND OPERATION & MAINTENANCE FOR THREE YEARS UNDER TWO PACKAGES HAVING CUMULATIVE CAPACITY OF 125 MW_{AC} SOLAR PV POWER PROJECT AT TWO LOCATIONS IN UTTAR PRADESH.**” to M/s. *[Insert name of Bidder]*.....in case of award.

We further agree that this undertaking shall be without prejudice to the all contractual liabilities that M/s *[Insert name of Bidder]*..... would be required to undertake in terms of the Contract.

3.0 This undertaking is irrevocable and unconditional, and shall remain in force till completion of the Contract.

4.0 We are herewith enclosing a copy of the Board Resolution in support of this Undertaking.

Date.....

.....

Place.....

.....

(Name & Signature of Authorised
Signatory on behalf of the Holding
Company)

To
Additional CEO
REC Power Distribution Company Limited
REC World Headquarters, D-Block, Plot No.1-4
Sector-29, Gurugram 122001, Haryana

Following are the details of Tools & Tackles for Erection, Testing, Commissioning and O&M of 125MW_{AC} (50 MW_{AC} & 75 MW_{AC}) of Solar Power Project at Kanpur Dehat and Jalaun District in Uttar Pradesh:

For Package 1

Sl. No.	Description of Tools	Quantity (Nos.)

For Package 2

Sl. No.	Description of Tools	Quantity (Nos.)

Date.....
Place.....

.....
.....
(Name & Signature of Authorised
Representative with Seal/Stamp of Company)

ANNEXURES

ANNEXURE-1

SUB: NOTICE INVITING TENDER FOR DESIGN, ENGINEERING, SUPPLY, ERECTION, TESTING, COMMISSIONING AND OPERATION & MAINTENANCE FOR THREE YEARS UNDER TWO PACKAGES HAVING CUMULATIVE CAPACITY OF 125 MW_{AC} SOLAR PV POWER PROJECT AT TWO LOCATIONS IN UTTAR PRADESH.

FORMAT OF CONTRACT AGREEMENT

This Contract Agreement (hereinafter called the “CONTRACT”) is made, on the [Insert day] day of [Insert month] in the year [Insert year] at [Insert place].

Between

RECPDCL , a Company incorporated under the Companies Act 1956, having its registered office at REC World Headquarters, D-Block, Plot No. 1-4, Sector-29, Gurugram-122001, Haryana, (hereinafter referred to as “RECPDCL”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the one part.

And

[Insert name of the Contractor] a Company incorporated under the Companies Act 1956/Companies Act 2013, having its registered office at [insert address of the registered office of the contractor] (hereinafter referred to as the “CONTRACTOR”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the other part

WHEREAS the aforesaid RECPDCL has invited Notice Inviting Tender (NIT) for [Insert Title of Tender] vide Bid Document No. [Insert Bid Document No. and date] and the aforesaid CONTRACTOR had participated in the above referred Tender vide their Bid dated [Insert the reference no. and date of the bids of the contractor] and RECPDCL has accepted their aforesaid Tender and awarded the CONTRACT for [Insert scope of the works for this contract] on the terms and conditions contained in RECPDCL’s Letter of Award No.[Insert Letter of Award No.]..... dated [Insert Date of Letter of Award No.]..... and the documents referred to therein, which have been unequivocally and unconditionally accepted by CONTRACTOR vide their acceptance dated [Insert reference of acknowledgment and its date] to this Letter of Award resulting into this CONTRACT hereinafter called [Insert name of this Contract]

AND WHEREAS THE CONTRACTOR has agreed to execute the aforesaid work for the sum of [Insert value of the Contract] ([Insert value of the Contract in words] upon the terms and subject to the conditions herein mentioned in this CONTRACT.

NOW THEREFORE the CONTRACTOR and RECPDCL hereby undertake and agree as follows:

1. The following Documents attached hereto shall be deemed to form an integral part of THE CONTRACT:

- i. Contract Agreement
- ii. Bid Document including subsequent amendments/clarifications, if any.
- iii. Your Bid Proposal along with Bid Response Sheets, Annexure, etc.

- iv. RECPDCL's Letter of Award (LoA) ,duly accepted by you together with its amendments, if any.
 - v. Final/Approved Quality Assurance Plans for manufacturing and site/field activities for all major/critical items.
 - vi. Integrity Pact
 - vii. Activity Chart/Project Schedule
 - viii. Manpower Chart
 - ix. Any other document forming part of the Contract
2. The mutual rights and obligations of the RECPDCL and the CONTRACTOR shall be as set forth in the CONTRACT, in particular:
- i) THE CONTRACTOR shall do and perform all works and things in this contract mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms & conditions and stipulations contained in this CONTRACT, and in consideration of the due provision, executions, construction and completion of the works agreed to by the CONTRACTOR.
 - ii) THE RECPDCL doth hereby covenant with the CONTRACTOR to pay all the sums of money as and when they become due and payable to THE CONTRACTOR under the provisions of the CONTRACT. Such payment to be made at such times and in such manner as laid down in the CONTRACT.
 - iii) The conditions and covenants stipulated herein before in this CONTRACT are subject to and without prejudice to the rights of the RECPDCL to enforce Liquidated Damages for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the CONTRACTOR of the conditions and the covenants as stipulated in the general conditions, specifications, forms, drawing, etc., attached with this CONTRACT.
 - iv) The contract value, extent of supply delivery dates, specifications, and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.
3. RECPDCL has also entered into the following Contracts with the Contractor.
- (i)
 - (ii)
 - (iii) -----

A breach in the performance of any of the Contracts as indicated herein above including this Contract shall be considered as a breach in performance of the other Contracts, which shall confer a right to the RECPDCL to terminate the other Contracts also at the risk and cost of the Contractor without prejudice to other rights, the RECPDCL may have as per terms & conditions of respective Contract.

4. The effective date of this CONTRACT shall be reckoned from [Insert Date of commencement of the contract]

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day, month and year first above written

For and on behalf of RECPDCL

For and on behalf of M/s.

NAME:

NAME:

DESIGNATION:

DESIGNATION:

SIGNATURE.....

SIGNATURE.....

WITNESS:

WITNESS:

1.

1.

2.

2.

ANNEXURE-2

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE CUM SECURITY GUARANTEE (IN ACCORDANCE WITH CLAUSE NO 3.48.1)

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.

Date

To,

Additional CEO

REC Power Distribution Company Limited

REC World Headquarters, D-Block, Plot No.1-4

Sector-29, Gurugram 122001, Haryana

Dear Sir,

In consideration of the [*Employer's Name*]..... (hereinafter referred to as the 'Employer,' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s. [*Contractor's Name*] with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Award No. dated and the same having been unequivocally accepted by the Contractor, resulting into a contract bearing No..... dated valued at for and the Contractor having agreed to provide a Contract Performance cum Security Guarantee for the faithful performance of the entire Contract equivalent to (*) % (..... percent) of the said value of the Contract to the Employer.

We [*Name & Address of the Bank*] having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all money payable by the contractor to the extent of (*) as aforesaid at any time upto (@) [*days/month/year*] without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes that the guarantee shall be irrevocable and valid till the completion of faithful performance of the Contract to the satisfaction of the Employer and/ or the Employer in writing discharges the Guarantee.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by

the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Our liability under the captioned guarantee is restricted to Rs..... (Rupees in words.....) and the guarantee will remain in force upto and including the date (date of validity) and unless the claim under the guarantee is made on us before the date (within 60 days beyond the validity date), all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities thereafter.

WITNESS

.....
(Signature)	(Signature)
.....
(Name)	(Name)
.....
	(Official Address)
	(Designation with Bank Stamp)
	Power of Attorney No.
	Date

- Notes: (*) This amount will be in accordance with Clause No 3.48.1 of this Bid Document as the case may be.
- (@) This date will be in accordance with Clause No 3.48.1 of this Bid Document as the case may be.
1. The original bank guarantee against the CPSG should be sent to RECPDCL Ltd. directly under Regd. Post (A.D.) by the issuing bank / branch. Where the original bank guarantee against CPSG is handed over to the Bidder, the Bidder shall ensure that a copy of the bank guarantee against CPSG duly signed by the authorized representative of issuing bank along with covering letter has been sent immediately by the issuing bank/branch under Regd. Post (A.D.) directly to RECPDCL Ltd. at the address mentioned in the bid document.
 2. The bank guarantee shall be issued by any Nationalized Bank / Scheduled Bank

ANNEXURE 3

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE CUM SECURITY GUARANTEE (IN ACCORDANCE WITH CLAUSE NO 3.48.2)

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.

Date

To,

Additional CEO

REC Power Distribution Company Limited

REC World Headquarters, D-Block, Plot No.1-4

Sector-29, Gurugram 122001, Haryana

Dear Sir,

In consideration of the [*Employer's Name*]..... (hereinafter referred to as the 'Employer,' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s. [*Contractor's Name*] with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Award No. dated and the same having been unequivocally accepted by the Contractor, resulting into a contract bearing No..... dated valued at for and the Contractor having agreed to provide a Contract Performance cum Security Guarantee for the faithful performance of the entire Contract equivalent to (*) % (..... percent) of the said value of the Contract to the Employer.

We [*Name & Address of the Bank*] having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all money payable by the contractor to the extent of (*) as aforesaid at any time upto (@) [*days/month/year*] without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes that the guarantee shall be irrevocable and valid till the completion of faithful performance of the Contract to the satisfaction of the Employer and/ or the Employer in writing discharges the Guarantee.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by

the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Our liability under the captioned guarantee is restricted to Rs..... (Rupees in words.....) and the guarantee will remain in force upto and including the date (date of validity) and unless the claim under the guarantee is made on us before the date (within 60 days beyond the validity date), all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities thereafter.

WITNESS

.....
(Signature)	(Signature)
.....
(Name)	(Name)
.....
	(Official Address)

(Designation with Bank Stamp)

Power of Attorney No.

Date

Notes: (*) This amount will be in accordance with Clause No 3.48.2 of this Bid Document as the case may be.

(@) This date will be in accordance with Clause No 3.48.2 of this Bid Document as the case may be.

3. The original bank guarantee against the CPSG should be sent to RECPDCL Ltd. directly under Regd. Post (A.D.) by the issuing bank / branch. Where the original bank guarantee against CPSG is handed over to the Bidder, the Bidder shall ensure that a copy of the bank guarantee against CPSG duly signed by the authorized representative of issuing bank along with covering letter has been sent immediately by the issuing bank/branch under Regd. Post (A.D.) directly to RECPDCL Ltd. at the address mentioned in the bid document.

4. The bank guarantee shall be issued by any Nationalized Bank / Scheduled Bank

PROFORMA FOR BANK GUARANTEE FOR ADVANCE PAYMENT

(To be stamped in accordance with Stamp Act)

Bank Guarantee No

Date

To,

Additional CEO

REC Power Distribution Company Limited

REC World Headquarters, D-Block, Plot No.1-4

Sector-29, Gurugram 122001, Haryana

Dear Sir,

In consideration of [*Insert Employer's Name*] (hereinafter referred to as the 'Employer', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s [*Insert Contractor's Name*] with its Registered/Head Office at [*Insert address of Contractor's Registered Office*] (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Employer's Letter of Award No. [*Insert Letter of Award No.*] dated [*Insert date of Letter of Award*] and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No. [*Insert Contract Bearing No.*] dated [*Insert date of Contract*] valued at [*Insert Value of Contract*] for [*Insert Name of Contract*] (hereinafter called the 'Contract') and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting [*Insert Amount of Advance as per Clause no. 3.50.4(i) , in Figures*] ([*Insert Amount of Advance as per Clause no. 3.50.4(i), in words*]) as an Advance against Bank Guarantee to be furnished by the Contractor.

We[*Insert name and address of the Bank*] having its Head Office at [*Insert registered Head Office address of the Bank*] (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, immediately on demand any or, all monies payable by the Contractor to the extent of [*Insert a value equivalent to 110% of advance amount as per clause no 3.50.4(i), in figures*] ([*Insert a value equivalent to 110% advance amount as per clause no. 3.50.4(i), in words*] as aforesaid at any time upto including.....(@).....without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till thirty (30) days after expiry of its validity.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in the more of any right which they might have against the Contractor, and to exercise the same at any time in any manner,

and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of the more by reason of any other actor forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to [Insert a value equivalent to 110% of advance amount] and it shall remain in force upto and including(@).....and shall be extended from time to time for such period (not exceeding one year),as may be desired by M/s[Contractor's Name] on whose behalf this guarantee has been given

Dated this..... day of20xx..... at.....

WITNESS

.....
(Signature)	(Signature)
.....
(Name)	(Name)
.....
	(Official Address)

(Designation with Bank Stamp)

Power of Attorney No.

Date

Note:

1. (@) This date shall be ninety (90) days beyond the date of Completion of the last facility covered under the Contract.
2. The Bank Guarantee shall be from a Nationalized/ scheduled Bank.
3. The BG should be on Non-judicial stamp-paper/e-stamp paper of appropriate value as per stamp Act prevailing in the state(s) where the BG is submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher. The stamp paper/e-stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.

ANNEXURE 5

Format of indemnity bond to be executed by the contractor for the equipment handed over in instalments by the employer for performance of its contract

(On non-Judicial stamp paper of appropriate value)

INDEMNITY BOND

THIS INDEMNITY BOND is made this.....day of..... 20xx..... by..... (Contractor's Name) a Company registered under the Companies Act, 1956/ the Companies Act, 2013/Partnership firm/Proprietary concern having its Registered Office at..... (hereinafter called as 'Contractor' or "Obligor" which expression shall include its successors and permitted assigns) in favour of(Name of Employer), a Company incorporated under the Companies Act, 1956 having its Registered Office at and its project at (Hereinafter called “.....”{Abbreviated name of the Employer}) Which expression shall include its successors and assigns):

WHEREAS@..... has awarded to the Contractor a Contract forvide its Notification of Award/Contract No.....dated..... and it's Amendment No. and Amendment No....., (*applicable when amendments have been issued*) (hereinafter called the Contract") in terms of which@..... is required to hand over various Equipment to the Contractor for execution of the Contract

And WHEREAS by virtue of Clause No..... of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of@..... for the Equipment handed over to it by@..... for the purpose of performance of the Contract/Erection portion of the contract (hereinafter called the "Equipment")

NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipment as mentioned in the Contract, valued at (*Currency and amount in figures*)..... (*Currency and amount in words*) to be handed over to the Contractor in installments from time to time for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep.....@..... indemnified, for the full value of equipment .The Contractor hereby acknowledges actual receipt of the initial installment of the Equipment etc. as per details in the Schedule appended hereto. Further, the Contractor agrees to acknowledge actual receipt of the subsequent installments of the Equipment etc. as required by@..... in the form of Schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form integral parts of this Bond. The Contractor shall hold such Equipment etc. in trust as a "Trustee" for and on behalf of.....@.....
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at@..... project site against all risks whatsoever till the Equipment are duly used/erected in accordance with the terms of the Contract and the plant/package duly erected and commissioned in accordance with the terms of the Contract, is taken over by@..... . The Contractor undertakes to keep@..... harmless against any loss or damage that may be caused to the Equipment
3. The Contractor undertakes that the equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
4. That@..... is and shall remain the exclusive Employer of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The Equipment shall at all times be open

to inspection and checking by the Engineer-in-Charge or other employees/agents authorized by him in this regard. Further,@..... shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the equipments are likely to be endangered, mis-utilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of

.....@..... to return the Equipment without any demur or reservation.

1. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge of@..... as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at its own cost and/or shall pay the amount of loss to.....@..... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to@..... against the Contractor under the Contract and under this Indemnity Bond.
2. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of@....., THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue

@ **Fill in abbreviated name of Employer**

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE No.1

Particulars of the Equipment handed over	Quantity	Particulars of Dispatch title Documents		Value of the Equipment	Signature of Attorney in token of receipt
		RR/GR/ Bill of lading No			

(Please number subsequent schedules)

For and on behalf of

[Insert Contractor's Name]

Signature

Name

Designation of Authorized Representative

Common Seal of the Contractor

- 1 Signature ----- Name -----
- 2 Name ----- Signature -----
- 3 Address ----- Designation -----

Authorized representative*

1 Signature -----

2 Name -----

Common Seal

3 Address -----

* Indemnity Bonds are to be executed by the authorized persons and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute Indemnity Bonds.

In case of (ii), the original Power of Attorney if it is specifically for this contract or a Notarized copy of the Power of Attorney if it is a General Power of Attorney and such documents should be attached to Indemnity Bond.