

**TENDER DOCUMENT *for***  
**Appointment of Event Manager for**  
**Annual General Meeting of Shareholders**

**LAST DATE OF RECEIPT OF TENDER: 3RD JULY 2009 TENDER No. 7(3)/AGM-2009/ADMN.**



**Rural Electrification Corporation Limited**

A Government of India Enterprise

Core-4, SCOPE Complex, 7 Lodi Road, New Delhi-110 003,

Tel. : 24365161, Fax: 24360644, E-mail: reccorp@recl.nic.in. Website: www.recindia.nic.in

**NOTICE INVITING TENDERS (NIT) FOR APPOINTMENT OF EVENT MANAGER FOR  
MANAGING THE EVENT OF 40<sup>TH</sup> ANNUAL GENERAL BODY MEETING  
SCHEDULED FOR 19<sup>TH</sup> SEPTEMBER, 2009**

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**TENDER DOCUMENT**

Rural Electrification Corporation Limited (REC), a Government of India Enterprise, invites '**Sealed Bids**' for appointment of Event Manager for managing the event of 40<sup>th</sup> AGM scheduled for 19<sup>th</sup> September, 2009. The bidders are required to quote rates as per Scope of work and Bill of Quantity indicated in Annexure-1 and Annexure-2. The format for Techno-commercial Bid is placed at Annexure – 3 and that of Financial Bid at Annexure- 4.

The bids are to be sent in two parts – one sealed enveloped superscribed as '**Techno-commercial Bid**' giving details in the format as per Annexure-2 and the second sealed envelope superscribed as '**Financial Bid**' in the format at Annexure-3. The two sealed envelopes as above will be placed in another sealed envelope superscribed as '**BID FOR APPOINTMENT OF EVENT MANGER FOR 40<sup>th</sup> AGM**' and '**NOT TO BE OPENED BEFORE 3<sup>rd</sup> JULY, 2009**'. The bids shall be signed by a person duly authorized on behalf of the bidder firm and shall be sent to :-

Shri A.K. Arora,  
DGM (Administration),  
Rural Electrification Corporation Limited,  
Core-4, SCOPE Complex,  
**NEW DELHI – 110 003**

2. The sealed bids will be received by REC up to 3.00 PM on 3<sup>rd</sup> July, 2009. Any bid received after the prescribed deadline shall not be considered irrespective of rates. The Techno-Commercial bids will be opened on the same date i.e. 3<sup>rd</sup> July, 2009 at 4.00 PM in the presence of the representatives of the bidders present. Date of opening of financial bids of such firms which meet the prescribed techno-commercial criteria will be notified separately.

3. Earnest Money (EMD) of Rs.25000 (Rupees twenty five thousand) should accompany the **Techno-commercial bid document**. The EMD shall be paid in the form of Demand Draft/Banker Cheque from a Nationalized bank/Scheduled commercial bank in favour of Rural Electrification Corporation Limited payable at New Delhi. Such EMD shall not carry any interest. Any bid not accompanied by requisite EMD shall be deemed to be invalid and will be rejected by REC.

4. The EMD shall be forfeited:

- a) If the bidder withdraws his bid during the period of bid validity.
- b) In the case of successful bidder, if he fails to furnish the required Performance Guarantee within the specified time limit.

5. The EMD of successful bidder shall be retained towards making of the security for the performance of the contract and shall only be discharged after submission of the required Performance Guarantee.

6. The Bidder should inspect the site before filling in and submitting the tender to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.

7. The bid shall remain valid for a period of 4 months from the date of receipt of the bid.

8. RATES AND PRICES

8.1. Bidders should quote the rates in the format given at Annexure-4. Incomplete bids will summarily be rejected. The rates quoted by the bidder shall be valid till the total completion of the job.

8.2. The rates quoted should be inclusive of all statutory duties and taxes (including excise and customs) VAT and other charges. Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall require forfeiture of the EMD.

8.3. No additional freight or any other charges, etc, would be payable by REC. The rates quoted shall also include the salvage value.

8.4. Contractor shall be solely responsible for payment of wages/salaries and allowances to his personnel that might become applicable under any new act or order of Government.

9. TERMS OF PAYMENT

9.1 20% payment of contract value on submission of drawing and verification of prints and signages with complete layout etc.

9.2 30% payment of contract value after booking of security agency and agency for erection of stalls.

9.3 Balance 50% payment of contract value within 10 days of satisfactory completion of event and submission of bills.

10. LIQUIDATED DAMAGES FOR DELAY IN SUPPLY

Time is essence of the contract. The successful bidder must adhere to the time limit and ensure delivery/services. Failure to supply all or part of the delivery/services on or before the stipulated date will entail a pre-estimated pre-determined liquidated damages equal to 10% of the value of total contract price.

11. PERFORMANCE GUARANTEE

11.1. The successful bidder shall furnish a performance guarantee for an amount equal to ten (10) percent of the awarded value, within 10 calendar days from the date of acceptance of the bid for due and proper fulfillment of contract.

11.2. EMD of successful bidder shall be discharged after receipt and acceptance of the Performance Guarantee towards full Security Deposit in the valid format. EMD of unsuccessful bidders shall be discharged after award of work to the successful bidder and signing of contract thereof.

11.3. The performance guarantee provided by the successful bidder may be in the form of a bank guarantee from a Nationalized Bank (as per format given in Annexure-5) which should be valid for the period of guarantee from the date of issue or Demand Draft in favour of Rural Electrification Corporation.

## 12. EVALUATION CRITERIA

The responsive bid/s will be first evaluated on the basis of Techno-commercial parameters listed in Annexure-3. Financial bid/s of such bidders who meet the techno-commercial parameters will thereafter be opened and the bidder quoting lowest amount will be awarded the contract. Even one responsive valid bid will qualify for award of contract.

## 13. CONCILIATION/ ARBITRATION

13.1 If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by CMD, REC.

13.2 In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by CMD, REC.

13.3 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

13.4 The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.

13.5 The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.

13.6 The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

## 14. FORCE MAJEURE

14.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

14.2 The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely REC and the Contractor.

14.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, REC shall have the option of canceling this contract in whole or part at his discretion without any liability at his part.

14.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

15. APPLICABLE LAW AND JURISDICTION

All matters connectead with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

16. No alternative offer shall be considered.

17. REC reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of REC's action.

18. REC reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.

19. Any clarification on the documents may be obtained from:-

Shri A.K. Arora DGM (Administration), Rural Electrification Corporation Limited, Core-4, SCOPE Complex, <b><u>NEW DELHI – 110 003.</u></b> Telephone No: 24366921	Shri J.S. Pal, Chief Manager (Admn.) Rural Electrification Corporation Limited, Core-4, SCOPE Complex, <b><u>NEW DELHI – 110 003.</u></b> Telephone No: 24365373
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20. After award of LOA, the Contractor is required to enter into a Contract with REC on the terms and conditions as detailed in the tender document.

## **Scope of Work**

Event Manager's SCOPE shall be to organize REC's 40<sup>th</sup> AGM at the FICCI Golden Jubilee Auditorium, Federation House, Tansen Marg, New Delhi on 19<sup>th</sup> September, 2009. The job shall include but not be limited to be following activities.

1. Providing a waterproof tent of an appropriate size within the Complex to house/ accommodate approx. 30 nos. stalls with necessary barricading for various service counters like Registration, Distribution of Admission Slips/snacks/ Refreshments etc.(Refer BOQ). The waterproof tent should also cover the queuing area at different counters sitting arrangement for about 100 persons accompanying the Shareholders.
2. **Registration**
  - Facilitate the setting up of adequate registration stalls for Shareholders and Proxy holders.
  - The Registration stalls to be operational at 5:00 p.m. on 18<sup>th</sup> September, 2009 for trial run by share transfer agent and handed over by 7:00 a.m. on the day of the AGM i.e. 19<sup>th</sup> September, 2009 after taking necessary corrective action as suggested by authorised representative/s of REC. The Registration counters to be adequately manned by volunteers/ security staff in consultation with REC.
3. **Signages**
  - Designing, fabrication, supply and installation of proper and sufficient no. of signages inside and outside the auditorium to facilitate smooth movement of shareholders. The text/ design can be finalized in consultation with REC (refer B.O.Q for details).
  - The printing of the signages on Flex material shall have to be completed by 15<sup>th</sup> September, 2009.
4. **Seating Arrangement**
  - The seating arrangement in the Auditorium to be carried out in consultation with REC.
  - Distributions of copy of Chairman's speech and other publications on the seats.
  - Separate sitting arrangement for VIPs in the first four rows in the auditorium.
5. **Arrangement on the Dais**
  - Arrangement of stationery folder, note pad and pen on the dais, name plates, flower pots etc. A backdrop will have to be prepared in consultation with REC. (see B.O.Q).
  - Seating arrangement on the dais in consultation with REC. Decoration on the dais required in consultation with REC.

**6. Safety/ Security/ Other facilities**

- Comprehensive security arrangements through Group 4 Security agency are required to be put in place both inside the hall as well as in registration area outside, snacks, tea and water distribution area in consultation with REC.
- The security personnel to manage traffic movement, vehicles parking, entry of designated vehicles inside the premises, assisting participants for sitting inside the premises for the shareholders and proxy holders. The security personnel to act on the direction of REC (Ref. BOQ)
- Ambulance with Doctor and medical staff for first aid facility.
- Wheel Chair for aged and Physically Challenged persons (2 nos.) along with attendant.
- Fire Brigade for any emergencies.
- Provision for Chemical Toilets, separate for Ladies & Gents.
- Carpeting for VIP entry/area.

**7. Providing volunteers (about 40 nos.) in appropriate categories, according to the nature of duties with proper mix of male and female. Safai Karamcharis -10 nos. in proper uniform.**

**8. Power Back up for Electrical connection in the stalls and – in the auditorium (Refer B.O.Q.)  
Three number Generators (each 80 KV silent generator)**

**9. Audio Visual Equipment**

- PA System will have to be arranged besides the facility already existing in the FICCI Auditorium. Corded mikes to be provided for dais, podium and two standing mikes to be provided for shareholders during the question-answer session.
- Arrangement for two screens of appropriate size for live projection.
- One plasma for viewing from the dais of appropriate size.
- Photography and videography to be arranged for event on 19.09.2009 and the event photographs to reach REC office the same day during office hours (by 5:00 p.m.)
- Dual projector plus dual camera coverage with on line editing and mixing with one extra output on 1 plasma in front of dais and complete wiring for 2 display units.
- Sufficient number of copies of the particular photographs to be provided for release to Press & Media.
- Three sets of photo albums (approx. 50 photograph each) covering important event and environment. One complete set of entire photography.
- Video Recording to be done in digital format. An edited version is to be made available for giving it to Electronic media.
- One CD digital video coverage of complete proceedings including the location photography.

**10. Distribution of Snacks Packets.**

**11. Arrangements for water, cold drinks, tea for shareholders.**

12. **Cleaning of the relevant area inside and outside the FICCI Auditorium before and after the conclusion of the AGM.**
13. **Decoration at the foyer and VIP room as required.**
14. **Printing of Attendance Coupons Qty. 15000**
15. **Arrangement of Snacks Boxes**

Event Manager will have to arrange snacks boxes Qty. 15000 costing approximately within Rs. 100/- per box of reputed sweet vendors viz. Nathu or Bikanerwala or Haldiram. However, the name of the vendor and exact qty of no. of snack boxes will be intimated by REC. In order to decide the items to be put in the snack boxes, the Event Manager will have to arrange different samples of the snack boxes from the each of the above vendors within the amount fixed.

The quality and quantity for Material and Manpower shall be as per the BOQ for the job as enclosed.

**Special conditions of contracts :**

- Event Manager has to obtain all kinds of Licences, Permits, Electric Supply, Water Supply, any other permit/ licence, as may be required.
- Manpower for attending shareholders / securities within the auditorium and outside to be in proper dress for branding the REC and should manage the crowd of shareholders appropriately
- The Scope of Work may vary as per the requirement of the situation.
- Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
- The personnel engaged by the Contractor shall be subject to security check by the REC Security staff while entering/leaving the premises.

**BILL OF QUANTITY**

**1) Manpower**

- a) Total 70 (seventy) Personnel to be deployed at appropriate locations including but not limited to Entry Gate, each registration counters, tea/cold drink/ water distribution area, refreshment counters, inside the auditorium, parking area etc. The security personnel must include one overall in charge, 10 Lady Guards and at least 10 supervisory staff, specifically identified and responsible for security coordination for Entry Gate, Registration Stalls, refreshment counters, inside the auditorium, parking area etc. Security to be tied up with Group-4 security Service Agency.
- b) Total 40 nos. of personnel for misc. coordination. These personnel should be appropriate mix of males/ females and should have good communication skills and pleasing personality including one overall in-charge and at least 5 supervisory staff for coordination. The support staff should be placed in the area where counters are put up, area for guiding shareholders, distribution of Chairman's Statement, inside the auditorium for misc. coordination and duty assigned at site.
- c) Cleaning Staff – 10 persons identified for cleaning of the area as well toilets including one supervisory staff for coordination.

**2) Signages – Horizontal and Vertical (Super quality flex material with printing in 2 colour) – Text, size design, colour scheme to be finalized in consultation with REC.**

Backdrop (Bilingual) Size : (w)28 ft x (H) 12 ft	Quantity	1	(336 sq. ft.)
Board outside main entrance Size : (w)12 ft x (H) 10 ft	Quantity	2	(240 sq. ft.)
Welcome scrolls at shareholders entrance Size : (w)4 ft x (H) 8 ft	Quantity	6	(192 sq. ft.)
Information Board at Registration area & auditorium entrance Size : (w)4 ft x (H) 8 ft Direction Signages Size : (w) 4 ft x (H) 8 ft with Rollup stands	Quantity	2	(64 sq. ft.)
	Quantity		
Shareholders registration	2		(48sq. ft)
Shareholders Parking	2		(48sq. ft.)
VIP Parking	1		(24sq. ft.)
Seats for Proxy holders	1		(24sq. ft.)
Medical facilities	1		(24sq. ft.)
Exit	1		(24sq. ft.)
Warning Signages Size : (w) 4 ft. x (H) 6 ft.	3		(72sq. ft.)

- Signages of the appropriate size on the table on the dais.

- Signage of appropriate size on the podium in and around the auditorium as per requirement.

Other Signages (approx. 25 in no.) Size : (w) 4 ft. x (h) 6 ft.

Help Desk  
Ladies Registration Stall  
Senior Citizen Registration Stall  
Proxy Registration Stall  
Counters for Physically Challenged persons  
Refreshment Stall  
Water Counter  
Cold drink counter  
Toilets etc.

### 3) Stalls for Registration etc.

30 no. stalls for various purposes, equipped with one computer each, 2 chairs/ 2 tables (with clean white table covers) each/ electrical fittings/ connection for computer (in registration counters), 30 pedestal fans, 10 mist fans, dustbins, drinking water, control room etc. The total area in the pandal and outside pandal should be barricaded properly in consultation with REC.

### 4) Cold drink, Drinking water, Tea and Coffee

Satisfactory arrangements for serving approx. 15,000 shareholders with Cold drink/ tea and packaged drinking water 20 ltrs. Mineral Drinking water jars of ISI make in disposable glasses to be served. Cold drinks, Tea and Coffee to be served from vending machines to be served in disposable glasses. The counters should be provided with dustbins which should be emptied periodically.

Fountain Pepsi machines	-	8 nos.
Coffee/ Tea Vending machines	-	4 nos.

### 5) Structures for registration counters and other regular counters

- Proxy
- Help Desk/ [Physically Challenged persons]
- Ladies
- Senior Citizens
- Express (one person per folio)
- More than one folio
- Refreshment distribution counters
- Cold drink and water distribution
- Enclosure for storage of refreshments
- Enclosure for storage of snack packets
- Each compartment to be barricaded
- Electrical points (15 Amp.) for Computers, pedestal fans etc.

**6) PA System (Sound System BOSE 802 or DAS)**

10 corded Goose mikes with PA System on the dais and podium with PA System. One PA System for control of crowd outside the Auditorium for registration with control room. One standing mike in the auditorium for the shareholders for question answer session.

**7) Photography & Videography of the event : Digital Video Recording (Mini DV)**

**8) General Lighting in addition to the lights available in the FICCIAuditorium with Prcam, House Lights etc.**

**9) Three number of Generators (each 80 KV silent generator).**

- One for inside the auditorium for sound and light system
- One for the lighting and fans in the registration and distribution counters
- One exclusively for the computers in the registration counters in consultation with the agency providing computers for registration.

**10) Miscellaneous**

- a) 10 Walkie-Talkie sets
- b) Dais making in flex with design
- c) Flower arrangements on the dais
- d) Designing of VIP lounge available at the venue
- e) Dais name plats bi-lingual – 14 nos.
- f) Folders and stationery items for the dais – 14 sets
- g) Sitting arrangement for 100 people in the refreshment area
- h) Dustbins – 50 nos.
- i) Pedestal Fans – 30 nos. + 10 Mist Fans
- j) Floral decoration of foyer and foreground of dais.
- k) Two screens in the auditorium for live screening with all technical facilities.
- l) One Plasma in front of the dais with simultaneous screening with all facilities
- m) Appropriate barricading in front of the well before the dais.

**11) Badges**

- a) Support staff – 50 nos.
- b) Organizers – 20 nos.
- c) Safai Karamcharis – 10 nos.

**12) Arrangement of Snacks Boxes**

**Qty. 15,000 of reputed sweets vendor viz. Nathu or Bikanerwala or Haldiram.**

**13) Any other relevant item/ service, you may include and quote the rate.**

(Please sign on each page)

**APPOINTMENT OF EVENT MANGER FOR 40<sup>TH</sup> AGM  
– TECHNO-COMMERCIAL BID**

**1. THE FIRM**

a) Name \_\_\_\_\_

b) Regd. Address \_\_\_\_\_

c) Address of Office at Delhi/NCR \_\_\_\_\_

**d) Contact Person's**

i) Name &amp; Design. \_\_\_\_\_

ii) Address \_\_\_\_\_

iii) Tel No. Landline \_\_\_\_\_ Mobile \_\_\_\_\_

iv) Email ID \_\_\_\_\_

**2. Type of Firm : Proprietary/Partnership/Pvt. Ltd./PublicLtd./  
Cooperative/ NGO/PSU**

(Please tick and enclose copy of Memorandum/ Articles of  
Association/ Certificate of Incorporation)

\_\_\_\_\_ enclosed.  
(Pl. specify)

**3. PAN No. :** \_\_\_\_\_  
(Please enclose photocopy)

**4. TIN No. :** \_\_\_\_\_  
(Please enclose photocopy)

**5. VAT No. :** \_\_\_\_\_  
(Please enclose photocopy)

**6. Bank A/c Details** A/c No. \_\_\_\_\_  
Bank \_\_\_\_\_  
(Please enclose one cancelled cheque)



## ANNEXURE-4

(IN A SEPARATE SEALED ENVELOPE SUPERSCRIBED AS 'FINANCIAL BID')

### Format for financial bid – Appointment of Event Manager for AGM 2009

Details of Scope of Work	Amount (lump sum inclusive of all)
Event Management of 40 <sup>th</sup> AGM as per Scope of work given in Annexure-1 and BOQ in Annexure-2 of the bid document	Rs. _____
Total	Rs. _____
In word (Rupees _____ _____)	

#### ADD-ON/DIFFERENTIAL CHARGES (inclusive of all)

1. ± Snacks Box per 100 Rs. \_\_\_\_\_  
(± variation of upto 10%)

The terms and conditions contained in the Tender Document are acceptable to us.

#### Signatures of Authorized Signatory

Name \_\_\_\_\_

Designation \_\_\_\_\_

Seal:

**Proforma towards Performance Security**

Ref. No. \_\_\_\_\_ Bank Guarantee No \_\_\_\_\_  
Dated \_\_\_\_\_

To

**Rural Electrification Corporation Limited**

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs,

1 In consideration of **Rural Electrification Corporation Limited Core-4, SCOPE Complex,7, Lodhi Road, New Delhi** (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having entered into a contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the Contract' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and REC having agreed that the Contractor shall furnish to REC a performance guarantee for Indian Rupees/US\$ ..... for the faithful performance of the entire contract.

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs./- (in figures) \_\_\_\_\_ [Indian Rupees/- (in words) \_\_\_\_\_] without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by REC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by REC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that REC 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 REC may have in relation to the Contractor's liabilities.

4. The Bank further agrees that REC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in REC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of REC or any indulgence by REC to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of REC under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till REC discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of REC or that of the Contractor.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./ (in figures) \_\_\_\_\_ [Indian Rupees/- (in words) \_\_\_\_\_] and our guarantee shall remain in force until 5<sup>th</sup> October, 2009 and atleast 15 days after completion of event. In case of any change in date of event, Performance Guarantee will be suitably extended.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of REC under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of REC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this ..... day of ..... 20 at .....

WITNESS NO. 1

-----  
(Signature)  
Full name and official  
address (in legible letters)  
Bank stamp

-----  
(Signature)  
Full name, designation and  
address (in legible letters) with

Attorney as per Power of  
Attorney No.....  
Dated .....

WITNESS NO. 2

-----  
(Signature)  
Full name and official  
address (in legible letters)