

Format for Advance Bank Guarantee ("ABG")

(For the purpose of verification/confirmation of this Bank Guarantee by the Owner, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No. Date.....

Contract No.....[Name of Contract].....

To: RAPP Transmission Company Limited (RTCL)
Unit No. 101, First Floor, Windsor, Village Kolkalyan, off CST Road,
Vidyanagari Marg, Kalina,
Santacruz (East), Mumbai – 400098

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") signed on(insert date of the Contract)..... between you and M/s (Name of Contractor), (or) vide notification of award issued on [●] February 2022 (insert date of the notification of award)....by you ("the Owner") to M/s(Name of Contractor), having its Registered Office at(Registered address of Contractor) ("the Contractor") for the complete execution of the Dismantling, Destrining, Transportation To And From Store, Supply, Civil Works, Erection, And Commissioning Services For Shifting Of 400 Kv Transmission Lines / Towers (insert name of Package alongwith name of the Project)

Whereas, in accordance with the terms of the said Contract, the Owner has agreed to pay or cause to be paid to the Contractor interest bearing Advance Payment(s) against furnishing of an irrevocable bank guarantee for amount of(Amount in figures and words).

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably and unconditionally guarantee repayment of(Amount of the bank guarantee in figures and words)..... upon the first demand of the Owner without demur, reservation, recourse, dispute, protest, delay, proof, condition, cavil or argument, and without, in any way, first pursuing or exhausting any other rights or remedies which Owner may have against the Contractor, in the event that the Contractor fails to commence or fulfill its obligations under the terms of the said Contract for reasons whatsoever.

Any such demand made by the Owner shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any court,

tribunal, arbitrator or any other authority or court. Bank agrees that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till this Guarantee is discharged by Owner.

Provided always that the Bank's obligation shall be limited to the amount of this Bank Guarantee or an amount equal to the outstanding balance of the Advance Payment(s) and the accrued interest on the Advance Payment(s), taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract and/or Contract, as certified by you.

This Guarantee shall remain valid, effective and in full force from the date upon which the said Advance Payment(s) are received by the Contractor up to ninety (90) days beyond the Time for Completion (as may be extended) on which the entire Advance Payment(s) along with the accrued interest if any due thereon has been fully adjusted in terms of the Contract and/or Contract. This Guarantee may be extended from time to time, as may be desired by M/s. RTCL on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity, i.e. upto ninety (90) days beyond the Time for Completion, by the Owner i.e. upto and inclusive of (dd/mm/yy). On receiving the claim notice from the Owner, the Bank shall make the payment of the guaranteed amount as per the details mentioned in the claim notice no later than 1 Business day from the date of receipt of the claim notice from the Owner.

The Bank agrees and acknowledges that: (a) this Guarantee is a valid up to claim expiry date and will remain in force until written claim or demand is served upon the Bank on or before the claim expiry date; (b) the claim notice shall be conclusive evidence of the Bank's liability to pay under this Guarantee and the Bank shall not be entitled to challenge or question the grounds on which such amounts have become payable or the claim notice has been issued; (c) the guaranteed amount shall be paid by the Bank without any protest or delay or condition, in clear funds by crediting the bank account set out in the claim notice of the Owner, in full, without any set-off or counterclaim and free and clear of and without any deduction or withholding of any nature whatsoever; and (d) this Guarantee shall not be affected, impaired, discharged or waived by: (i) any changes in the constitution of the Bank; (ii) by the liquidation, winding up, dissolution, change of constitution, insolvency or any other arrangement with the creditors of the Contractor and shall in all respects and for all purposes be binding and operative until payment of guaranteed amount under this Guarantee or until the claim expiry date, whichever is earlier; and (iii) any variation, amendment or waiver of the Agreement.

Owner 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 guarantee period basis any extensions made under the CONTRACT. Owner shall have the fullest liberty without affecting this Guarantee to postpone from time to time the exercise of any power 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 and implied, in the CONTRACT or any other course or remedy or security available to the Owner.

The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason or any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner 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 Owner 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 Owner may have in relation to the Contractor's liabilities.

The Bank represents and warrants that it has the authority and capacity to issue this Guarantee and that this Guarantee constitutes valid, legal and binding obligations of the Bank enforceable against it in accordance with the terms hereof. If any of the provisions of this Guarantee become invalid, or unenforceable in any respect under any law, the validity, and enforceability of the remaining provisions shall not in any way be affected or impaired.

This Guarantee may not be amended or modified or varied without the prior written consent of the Bank, the Owner and the Contractor. Neither the Bank nor the Owner shall assign their rights or transfer their rights or obligations under this Guarantee. Notices or other communication required or permitted to be made hereunder shall be in writing and delivered personally, or by registered post acknowledgement due, or by internationally recognized courier service addressed to the intended recipient, at the address of the recipient set out below:

(a) If to the Bank: [Insert Address]

(b) If to the Owner: Unit No 101, First Floor, Windsor Village, Kole Kalyan off CST Road, Vidyanagari Marg, Santacruz (East) Mumbai, Maharashtra – 400098

or such other notice details which the Bank or the Owner may notify to the others with 5 (five) business days' prior written notice.

Any such notice or communication shall be in English and shall be deemed to have been served (a) if sent by hand delivery by a person, when delivered, (b) if sent by courier, then on the receipt of the courier by the Bank, and (c) if sent by registered post acknowledgement due, then on acknowledgment in the due course of the post.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ [_____ (value in words) _____].

2. This Bank Guarantee shall be valid upto _____ (validity date) _____.

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date).

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s):

Tel._____ Mobile_____

Fax Number_____ email_____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email_____

Format for Contract Performance Bank Guarantee ("CPBG")

Dated: [INSERT]

Bank Guarantee No.: [INSERT]

Date: [INSERT]

B/G Amount Rs. [PLEASE INSERT VALUE]

Validity: [PLEASE INSERT DATE]

To, RAPP Transmission Company Limited (RTCL)

Unit No. 101, First Floor, Windsor, Village Kolkalyan, off CST Road, Vidyanagari Marg, Kalina, Santacruz (East), Mumbai – 400098 India

M/s RAPP Transmission Company Limited (hereinafter referred to as the 'Beneficiary' or 'RTCL', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and permitted assigns) has awarded to (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), a Contract ("Contract"), dated [INSERT], for the entire Dismantling, Destrining, Transportation To And From Store, Supply, Civil Works, Erection, And Commissioning Services For Shifting Of 400 Kv Transmission Lines / Towers (the "Project").

This has been accepted by the Contractor, in accordance with the terms and conditions of the Contract. Basis this, the Contractor is required to procure a bank guarantee for [INSERT AMOUNT] and furnish the same to the Beneficiary.

Accordingly, with reference to the above, [INSERT NAME OF BANK], a company incorporated and registered under the Companies Act, [INSERT] and a banking company within the meaning of section 5(c) of the Banking Regulation Act, 1949 having its registered office at [INSERT] and having a Branch office among other places at [INSERT] ("Bank"), the Bank shall hereby provide this bank guarantee ("Guarantee") in terms of the CONTRACT to secure the performance of obligations of the Contractor in respect of all obligations and liabilities of the Contractor under the CONTRACT.

Bank hereby guarantee to pay the Beneficiary, an amount up to Rs. [INSERT]/- [Rupees [INSERT]] ("Guaranteed Amount"), subject to the following terms and conditions:

1. The Bank irrevocably and unconditionally undertakes as its principal, absolute, independent and primary obligation to pay to RTCL, without demur, reservation, recourse, dispute, protest, delay, proof or condition, without, in any way, first pursuing or exhausting any other rights or remedies which RTCL may have against the Contractor and/or without any reference to the Contractor, on receipt of a written claim notice from the Beneficiary on or prior to [INSERT]("Claim Expiry Date"), for an amount not exceeding the Guaranteed Amount.

[Note: The above date should be a period of at least 3 months post the expiry of the initial validity period of the relevant bank guarantee as provided in the CONTRACT.]

2. Any such demand made by RTCL to the Bank shall be conclusive and binding notwithstanding any difference between the RTCL and the Contractor or any dispute pending before any court, tribunal, arbitrator or any other authority or court. Bank agrees that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till this Guarantee is discharged by RTCL.
3. This Guarantee shall be valid and effective on and from the date of issuance i.e. [INSERT] (“Guarantee Validity Date”) and shall remain valid, irrevocable and in force until [INSERT] (“Guarantee Period”)

[Note: This date should be validity period identified in the CONTRACT i.e. till completion of Defects Notification Period.] We are liable to pay the Guaranteed Amount or any part thereof under this Bank Guarantee only and only if you serve upon us as written claim or demand on or before Claim Expiry Date. This Guarantee shall become null and void and shall have no force or effect whatsoever if the claim is made after the Claim Expiry Date. Provided however that if any claim notice(s) is so served within the Guarantee Period, this Guarantee shall continue to be in force and effect in respect of the amount so claimed until the earlier of (a) the payment being made to RTCL in terms of this Guarantee; or (b) obligation of the Bank in respect thereof is finally determined in court or otherwise and the payment of the obligation so determined is made to RTCL.

4. On receiving the claim notice in accordance with the provisions of Clause 1 above, the Bank shall make the payment of the Guaranteed Amount as per the details mentioned in the claim notice no later than 1 Business day from the date of receipt of the claim notice.
5. The Bank agrees and acknowledges that:
 - a. this Bank Guarantee is a valid up to Claim Expiry Date and will remain in force until written claim or demand is served upon the Bank on or before the Claim Expiry Date;
 - b. the claim notice shall be conclusive evidence of the Bank’s liability to pay under this Guarantee and the Bank shall not be entitled to challenge or question the grounds on which such amounts have become payable or the claim notice has been issued;
 - c. the Guaranteed Amount shall be paid by the Bank without any protest or delay or condition, in clear funds by crediting the bank account set out in the claim notice, in full, without any set-off or counterclaim and free and clear of and without any deduction or withholding of any nature whatsoever;
 - d. this Guarantee shall not be affected, impaired, discharged or waived by: (i) any changes in the constitution of the Bank; (ii) by the liquidation, winding up, dissolution, change of constitution, insolvency or any other arrangement with the creditors of the Contractor and shall in all respects and for all purposes be

binding and operative until payment of Guaranteed Amount under this Guarantee or until the Claim Expiry Date, whichever is earlier; and (iii) any variation, amendment or waiver of the of the Agreement.

6. RTCL 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 Guarantee Period basis any extensions made under the CONTRACT. RTCL shall have the fullest liberty without affecting this Guarantee to postpone from time to time the exercise of any power 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 and implied, in the CONTRACT or any other course or remedy or security available to RTCL. The Bank shall not be released of its obligations under these presents by any exercise by RTCL of its liberty with reference to the matters aforesaid or any of them or by reason or any other act or forbearance or other acts of omission or commission on the part of RTCL or any other indulgence shown by RTCL or by any other matter or thing, whatsoever, which under law would, but for this provision have the effect of relieving the Bank.
7. The Bank also agrees that RTCL 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 RTCL may have in relation to the Contractor's liabilities.
8. The Bank represents and warrants that it has the authority and capacity to issue this Guarantee and that this Guarantee constitutes valid, legal and binding obligations of the Bank enforceable against it in accordance with the terms hereof.
9. If any of the provisions of this Guarantee become invalid, or unenforceable in any respect under any law, the validity, and enforceability of the remaining provisions shall not in any way be affected or impaired.
10. This Guarantee may not be amended or modified or varied without the prior written consent of the Bank, RTCL and the Contractor.
11. Neither the Bank nor RTCL shall assign their rights or transfer their rights or obligations under this Guarantee.
12. Notices or other communication required or permitted to be made hereunder shall be in writing and delivered personally, or by registered post acknowledgement due, or by internationally recognized courier service addressed to the intended recipient, at the address of the recipient set out below:
 - (a) If to the Bank: [Insert Address]
 - (b) If to RTCL: Unit No 101, First Floor, Windsor Village, Kole Kalyan off CST Road, Vidyanagari Marg, Santacruz (East) Mumbai, Maharashtra – 400098or such other notice details which the Bank or RTCL may notify to the others with 5 (five) business days' prior written notice. Any such notice or communication shall be in English and shall be deemed to have been served (a) if sent by hand delivery by a person, when delivered, (b) if sent by courier, then on the receipt of the courier by the

Bank, and (c) if sent by registered post acknowledgement due, then on acknowledgment in the due course of the post.

13. Notwithstanding anything contained herein, it is recorded and confirmed that the Bank's liability in any case and in no circumstances shall exceed [INSERT RELEVANT GUARANTEED AMOUNT] in the aggregate.
14. The expression the "Bank" and "RTCL" herein before used shall include their respective successors and permitted assigns.
15. This Guarantee shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Mumbai, India.
16. Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ [_____ (value in words)_____].

This Bank Guarantee shall be valid upto _____ (validity date)_____.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____