



REC Limited

(formerly Rural Electrification Corporation Limited)

(A Government of India Enterprise)

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[CIN: L40101DL1969GOI005095]



No. REC/RDSS/SBD-Infra/2022-23

Dated: 29.07.2022

To

The Chairman / Managing Director(s)
All Discoms

Sub: Revision in a few clauses in Part-3 of SBD for Distribution Infrastructure works under RDSS scheme.

Dear Sir / Ma'am,

REC Ltd had circulated the revised version of infra-SBD for carrying out infrastructure works under the RDSS scheme on 11th July 2022. However, REC is in receipt of queries from the Discoms seeking clarity on some of the clauses and references identifying a few typos errors in Part-3 of infra-SBD. In view of this and for easy reference, the revisions made (only in Part -3 of infra-SBD) in the clauses are hereby attached as Annexure-I.

Even though, the updations have been made only in Part-3 of infra-SBD (Annexure-I), the entire SBD is attached herewith for your ready reference. Also, the corrected version has been updated on the REC's website.

With Regards,

Yours sincerely

(Raman Garg)
Chief Manager-RDSS

Enclosures: 1. Annexure -1 List of clauses which have been revised.
2. Revised SBD.

Updates in revised infra-SBD published on 11th July, 2022

SBD Part 3

#	Clause and Page No.	Original Clause	Revised Clause
1	GCC Clause no. 9.3 Contractor's Responsibility Page No. 16	The Contractor shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in relevant to where the Site is located, which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, permits/ certificates if needed for the Contractor's and SubContractor's personnel and entry permits for all Contractor's Equipment. Such expenditure incurred by the Employer shall be booked as a part of the project cost, within the overall sanctioned costs under the scheme. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GCC Sub-Clause 10.3 hereof and that are necessary for the performance of the Contract.	The Contractor shall acquire and pay for all permits, approvals and/or licenses which are not covered under GCC Clause 10.3 Employer's Responsibility from all local, state or national government authorities or public service undertakings in relevant to where the Site is located, which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, permits/ certificates if needed for the Contractor's and SubContractor's personnel and entry permits for all Contractor's Equipment.
2	GCC Clause no. 10.3 Employer's Responsibility Page No. 17	The Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which (a) such authorities or undertakings require the Employer to obtain in the Employer's name, (b) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract, and (c) are specified in the Appendix (Scope of Works and Supply by the Employer).	The Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which (a) such authorities or undertakings require the Employer to obtain in the Employer's name, (b) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract, and (c) are specified in the Appendix (Scope of Works and Supply by the Employer). Such expenditure incurred by the Employer shall be booked as a part of the project cost, within the overall sanctioned costs under the scheme.
3	GCC Clause no. 13 Securities Page no. 20	13.1 The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security for the due performance of the Contract in the amount specified in the SCC. 13.2 The Performance Security shall be denominated in the	13.1 Issuance of Securities The Contractor/Bidder shall provide the securities specified below in favor of the Employer at the times, and in the amount, manner and form specified below. 13.2 Advance Payment Security

#	Clause and Page No.	Original Clause	Revised Clause
		<p>currency or currencies of the Contract and shall be in the form provided in Section 8, Contract Forms, corresponding to the type of bank guarantee stipulated by the Employer in the SCC, or in another form acceptable to the Employer.</p> <p>13.3 The Security shall be valid till 30 days beyond the Defect Liability Period specified in GCC 27 and shall be reduced pro rata to the Contract Price of a part of the Facilities for which a separate Time for Completion is provided, after successful completion of the Defect Liability Period of that part of the Facilities; provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Clause 27 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor immediately after successful completion of the Defect Liability Period, provided, however, that if the Contractor, pursuant to GCC Sub-Clause 27.10, is liable for an extended defect liability obligation, the Performance Security shall be extended for the period specified in the SCC pursuant to GCC Sub-Clause 27.10 and up to the amount specified in the SCC.</p>	<p>13.2.1 The Contractor/Bidder shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to 110% of the advance payment calculated in accordance with the Appendix to the Contract Agreement titled Terms and Procedures of Payment, and in the same currency or currencies.</p> <p>13.2.2 The security shall be in the form provided in the Bidding documents or in another form acceptable to the Employer. The amount of the security shall be reduced in proportion to the value of the Facilities executed by and paid to the Contractor/Bidder from time to time, and shall automatically become null and void when the full amount of the advance payment has been recovered by the Employer. The security shall be returned to the Contractor/Bidder immediately after its expiration.</p> <p>13.3 Performance Security</p> <p>13.3.1 The Contractor/Bidder shall, within twenty-eight (28) days of the notification of contract award, provide a security for the due performance of the Contract in the amount specified in the SCC.</p> <p>13.3.2 The Performance Security shall be denominated in the currency or currencies of the Contract, and shall be in the form provided in Section 8, Contract Forms, corresponding to the type of bank guarantee stipulated by the Employer in the SCC, or in another form acceptable to the Employer.</p> <p>13.3.3 The Security shall be valid till 180 days beyond the Defect Liability Period specified in GCC 27 and shall be reduced pro rata to the Contract Price of a part of the Facilities for which a separate Time for Completion is provided, after successful completion of the Defect Liability Period of that part of the Facilities; provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Clause 27 hereof, the Contractor/Bidder shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor/Bidder immediately after successful completion of the Defect Liability Period, provided, however, that if the</p>

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			Contractor/Bidder, pursuant to GCC Sub-Clause 27.10, is liable for an extended defect liability obligation, the Performance Security shall be extended for the period specified in the SCC pursuant to GCC Sub-Clause 27.10 and up to the amount specified in the SCC.
4	SCC Clause 13.3.1 Page no 102	<p>1. The Performance Security amount is [3% <This % age may be modified by Utility taking into account GoI guidelines/ Orders>] of Contract Price, and the Standard Form of Performance Security acceptable to the Employer shall be as specified in Section 8. Contract Forms.</p> <p>2. The Additional Performance Security amount is [...%age to be filled in by the Utility pursuant to ITB clause 37.1 ...e.g., the percentage of the bid price more than the percentage specified in the said clause limited to ...xxxx.. ..] percent of the Contract Price, and the Standard Form of Performance Security acceptable to the Employer shall be as specified in Section 8. Contract Forms.</p>	<p>1. The Performance Security amount is [3% <This % age may be modified by Utility taking into account GoI guidelines/ Orders>] of Contract Price, and the Standard Form of Performance Security acceptable to the Employer shall be as specified in Section 8. Contract Forms.</p> <p>2. The Additional Performance Security amount is [...%age to be filled in by the Utility pursuant to ITB clause 37.1 ...e.g., the percentage of the bid price more than the percentage specified in the said clause limited to ...xxxx.. ..] percent of the Contract Price, and the Standard Form of Performance Security acceptable to the Employer shall be as specified in Section 8. Contract Forms.</p> <p>3. The Contractor/Bidder shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to 110% of the advance payment calculated in accordance with the Appendix to the Contract Agreement titled Terms and Procedures of Payment, and in the same currency or currencies.</p>
5	Form 4. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT' Page No. 118	4.0 You/The JV (use as applicable) are/is required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of (Specify the value) i.e. equal to [10% (Ten percent)] of the Contract Price, and valid upto and including and any other securities as per the Bidding Documents.	4.0 You/The JV (use as applicable) are/is required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of (Specify the value) i.e. equal to [3% (Three percent)] of the Contract Price, and valid upto and including and any other securities as per the Bidding Documents.
6	Appendix 1 Terms of Payment Page no. 143	d. Submission of an unconditional & irrevocable Bank Guarantee in favor of Employer for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with Clause 44.1 of Section-3, Part 1 and as per proforma attached with Section 8 of Part 3 (Contract Forms). The said Bank Guarantee shall be initially valid up to 30 (thirty) days after the expiry of warranty period and shall be extended from time to time till thirty (30) days beyond	d. Submission of an unconditional & irrevocable Bank Guarantee in favor of Employer for three percent (3%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with Clause 44.1 of Section-3, Part 1 and as per proforma attached with Section 8 of Part 3 (Contract Forms). The said Bank Guarantee shall be initially valid up to 30 (thirty) days after the expiry of warranty period and shall be extended from time to time till

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		successful completion of warranty period, as may be required under the Contract.	thirty (30) days beyond successful completion of warranty period, as may be required under the Contract.
7	Form 6 Performance Security Form Page No.181	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 guarantee payment to the Employer up to i.e., Ten percent (10%) of the Contract Price until thirty (30) days beyond the Defect Liability Period i.e., upto and inclusive of (dd/mm/yy).	By this letter we, the undersigned,(<i>insert name & address of the issuing bank</i>), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(<i>insert address of registered office of the bank</i>)..... do hereby irrevocably guarantee payment to the Employer up to i.e., Three percent (3%) of the Contract Price until thirty (30) days beyond the Defect Liability Period i.e., upto and inclusive of (<i>dd/mm/yy</i>).
8	Form 20 Form of Certificate for Financial Parameter for QR page no. 232	Financial years was mention 2014-15, 2013-14, 2012-13, 2011-12, 2010-11	Please change the financial year as 2020-21, 2019-20, 2018-19, 2017-18, 2016-17