



**REC POWER DISTRIBUTION COMPANY LIMITED**  
(A wholly owned subsidiary of REC Ltd.)

**1016-1023, 10th Floor, Devika Tower,  
Nehru Place, New Delhi - 110 019**

**Phone No.011-44128753, Fax No.011-44128768,  
Email-recpdcl@rediffmail.com**

**Registered Office: Core -4, Scope Complex, Iodi Road,  
New Delhi - 110 003 Phone: 24365161**

**No: RECPDCL/HR/02/2012**

**18<sup>th</sup> August, 2012**

**Tender for empanelment of agencies for supply of temporary/flexi manpower**

1. REC Power Distribution Company Limited (RECPDCL), New Delhi, is a wholly owned subsidiary of Rural Electrification Corporation Limited, a Navaratna Company under the Ministry of Power. RECPDCL is taking up project based assignments which are basically in the nature of fixed tenure. The core activity of our Company is to undertake electricity distribution projects and related jobs including monitoring of implementation of various electrification works such as transmission, distribution, Rajiv Gandhi Gramin Vidyutikaran Yojana (RGGVY) –(the focus of this Yojana being electrification of villages and rural house-holds), Feeder Renovation Projects, HVDS, Energy Audit and preparation of Detailed Project Reports (DPR) of electricity distribution network, and any other activities of the Company in a time bound manner.
2. The said projects require temporary manning at different levels and different locations on fixed term basis for meeting the period based requirements. In this connection, the Company invites your most competitive/lowest offer for providing temporary/flexi manpower. The tentative annual requirement of manpower ranges from 150-200.
3. Please find attached the tender document for the subject services comprising the following Chapters:
  - (i) Chapter-1: General Information
  - (ii) Chapter-2: General Terms & Conditions;
  - (iii) Chapter-3: Special Terms & Conditions
  - (iv) Chapter-4: Scope of Work/Services
  - (v) Chapter-5: Technical Bid
  - (vi) Chapter-6: Financial Bid
4. The tender should be submitted in the sealed envelope addressed to:

Shri S.K. Lohani, IAS  
Chief Executive Officer,  
REC Power Distribution Company Ltd.,  
1016-1023, 10<sup>th</sup> Floor,  
Devika Tower, Nehru Place,  
New Delhi – 110019.

And superscribed “Tender for empanelment of agencies for supply of temporary/flexi Manpower” and also “Do not open before 3<sup>rd</sup> September, 2012 upto 12:00 hrs.

5. Tenders may be sent by tenderers by courier/speed post, with the envelope marked as mentioned in para(4) above. Alternatively, the tenders may also be deposited by the tenderers in the tender box placed at the above address.
6. **The last date for submission of the tender is 03.09.2012 up to 11:00 hrs. Tenders received after 11:00 hrs. due to delay in postal or any other reasons, shall not be eligible for consideration.**
7. **Technical Bids accompanying EMD shall be opened on the date of closing i.e. 03.09.2012 at 12:00 hrs.**
8. Only in respect of those, who qualify the requirement under Technical Bids, Financial Bids shall be opened later and the bidders informed accordingly.
9. If the last date of submission and opening of the tender happens to be a holiday, the tender shall be opened on the next working date.
10. The complete tender document is available on our Website at [www.recpdcl.in](http://www.recpdcl.in) and [www.recindia.nic.in](http://www.recindia.nic.in).
11. For any clarification undersigned may be contacted:

Shri M.L. Matta,  
Dy. General Manager (HR)  
REC Power Distribution Company Ltd.,  
1016-1023, 10<sup>th</sup> Floor,  
Devika Tower, Nehru Place,  
New Delhi – 110019.

Phone: 011-44128753, 44128764; Fax – 011-44128768;  
email-recpdcl@rediffmail.com

Yours faithfully,

(M.L.Matta)  
Dy. General Manager (HR)

# **Tender for empanelment of agencies for supply of temporary/flexi manpower**

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**No: RECPDCL/HR/02/2012**

**By**



**REC Power Distribution Company Limited**

(A wholly owned subsidiary of REC, a 'Navratna CPSE'  
under the Ministry of Power, Govt of India)

**Corporate office**

1016-1023, 10<sup>th</sup> Floor, Devika Tower, Nehru Place,  
New Delhi-110019

Phone No. 011-44128753, 44128764

Fax: 011-44128768

Website: [www.recpdcl.in](http://www.recpdcl.in)

**Tender Submission Details**  
**Tender No. RECPDCL/HR/02/2012**

**Bid Document**

**Open Tender**

**For**

**Empanelment of agencies for supply of temporary/flexi manpower**

**Schedule of Events/ Important dates**

<b>Date of issue/publication</b>	<b>18.08.2012</b>
<b>Bid submission start date</b>	<b>20.08.2012 from 10:00 hrs.</b>
<b>Clarification start date</b>	<b>20.08.2012 from 10:00 hrs.</b>
<b>Clarification end date</b>	<b>31.08.2012 up to 17:00 hrs.</b>
<b>Last date and time of bid submission</b>	<b>03.09.2012 up to 11:00 hrs.</b>
<b>Opening of technical bid date and time</b>	<b>03.09.2012 at 12:00 hrs.</b>
<b>Opening of Financial Bid date &amp; time</b>	<b>To be intimated later.</b>
<b>Address of Bid receiving and bid opening</b>	<b>1016-1023, 10<sup>th</sup> Floor, Devika Tower, Nehru Place, New Delhi</b>
<b>Processing fee (non-refundable)</b>	<b>Rs.10,000/- (Rupees ten thousand only) To be attached with the tender document in the form of DD/Banker's cheque drawn in favour of REC Power Distribution Company Ltd. payable at New Delhi</b>
<b>Earnest Money Deposit (EMD)</b>	<b>Rs.1,00,000/- (Rupees one lac only) To be attached with the tender document in the form of DD/Banker's cheque/BG drawn in favour of REC Power Distribution Company Ltd. payable at New Delhi</b>
<b>Sale of tender document</b>	<b>The tender can be downloaded from the websites <a href="http://www.recindia.nic.in">www.recindia.nic.in</a> or <a href="http://www.recpdcl.in">www.recpdcl.in</a> free of cost</b>
<b>Period of empanelment</b>	<b>Initially for two years; further extendable at the sole discretion of RECPDCL &amp; depending upon the performance of agency.</b>
<b>Contact Person</b>	<b>M.L. Matta, Dy. General Manager (HR) Phone:011-44128753; Fax:011-44128768 Email-recpdcl@rediffmail.com</b>

# **CHAPTER-1**

## **General Information**

### **INTRODUCTION**

1. REC Power Distribution Company Limited (RECPDCL), New Delhi, is a wholly owned subsidiary of Rural Electrification Corporation Limited, a Navaratna Company under the Ministry of Power. RECPDCL is taking up project based assignments which are basically in the nature of fixed tenure. The core activity of our Company is to undertake electricity distribution projects and related jobs including monitoring of implementation of various electrification works such as transmission, distribution, Rajiv Gandhi Gramin Vidyutikaran Yojana (RGGVY) –(the focus of this Yojana being electrification of villages and rural house-holds), Feeder Renovation Projects, HVDS, Energy Audit and preparation of Detailed Project Reports (DPR) of electricity distribution network, and any other activities of the Company in a time bound manner.
- 1.2 The said projects require temporary manning at different levels and different locations on fixed term basis for meeting the period based requirements. In this connection, the Company invites your most competitive/lowest offer for providing temporary/flexi manpower. The tentative annual requirement of manpower ranges from 150-200.

### **2.0 Invitation For the Bids**

Sealed Bids in two parts: Part-I – Application processing fee, EMD, Eligibility criteria documents and technical specifications; and part-II – Financial bid invited through physical mode for Empanelment of Agencies for Supply of temporary/flexi manpower to RECPDCL.

#### **2.1 The major responsibilities of the bidder shall include:**

To provide Human Resources for various job requirements at different locations for a specific period(s) as required by the Company from time to time depending upon requirement of the project, their administration of salary and statutory compliances such as EPF,ESI, Labour Laws etc.. However, the exact tenure of engagement may be decided as per availability of work/contract which the Agency will follow.

#### **2.2 Eligibility Criteria/ Pre-qualification**

- I. The turnover of bidder from operations in the last three years (2009-2012) on Indian operations from temporary staffing business should be minimum Rs.50 crores(Rupees fifty crores only) in each financial year.
- II. The bidder should have offices at Delhi, Bangalore, Kolkata, Mumbai & any five states.
- III. The bidder should have placed temporary staff of a minimum of 5000 number on the date of bidding.
- IV. The bid should accompany the non-refundable processing fee of Rs.10,000/- (Rupees ten thousand only) in the form of DD/Banker's cheque drawn in favour of REC Power Distribution Company Ltd. and payable at New Delhi.

- V. Bid should accompany an earnest money deposit of Rs 1,00,000/- (Rupees one lac only) in the form of a Demand Draft/Banker's cheque/Bank Guarantee drawn on a Scheduled commercial bank in the favor of 'REC Power Distribution Company Limited' payable at New Delhi. Cheques, Money orders, Cash etc. shall not be accepted as EMD. The bidder's are requested to make sure to indicate the tender number, name and address of the bidder on the reverse of EMD draft/banker's cheque, any failure to comply with the same shall be at the risk of the bidder.
- VI. The bidder must fulfill the above eligibility criteria/ pre-qualification conditions for evaluation of their bids. Id of bidders fulfilling the above eligibility/pre-qualification conditions will only be evaluated by the duly constituted evaluation committee. Bids of the bidders not fulfilling the eligibility/pre-qualification conditions given above shall be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.
- VII. RECPDCL reserves the right to verify/confirm all /any original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria, failure to produce the same within the period as and when required and notified in writing by RECPDCL shall result in summary rejection of the bid and/or termination of the contract with imposition of the contract clauses on the bidder by the RECPDCL on the award of the contract and/or the contract period extended or otherwise provided that the bidder is the successful bidder and has been awarded the contract as per the terms and conditions laid out in this tender.

### **3.0 Submission and Opening of Bids**

- a) The bids complete in all respect should be submitted in physical mode as detailed in clause 28 of Chapter-3 and with the period as stipulated in Chapter-2 of the tender document. RECPDCL does not own any liability if the response is submitted somewhere else and not reached to the addressee within due date and time.

Shri S.K. Lohani, IAS  
Chief Executive Officer  
REC Power Distribution Company Ltd.,  
1016-1023, 10th Floor,  
Devika Tower, Nehru Place,  
New Delhi – 110019.

- b) RECPDCL reserves the right to accept or reject the whole; accept or reject part of; any or all responses at its sole discretion without assigning any reason whatsoever.
- c) The bidder shall bear all costs associated with the preparation and submission of its response, and RECPDCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the Tender process.
- d) Any subsequent corrigendum/ addendum etc. to this tender shall be ipso facto applicable to this tender.

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## **Chapter-2**

### **GENERAL TERMS AND CONDITIONS**

(To be signed by authorized signatory on all pages and be kept in the envelope with Technical Bid (Section – II))

#### **1.0 Definition of Terms**

- 1.1 RECPDCL shall mean “REC POWER DISTRIBUTION COMPANY LIMITED” having its Registered Office at Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi – 110003 and its Corporate Office at – 1016-23,10<sup>th</sup> floor, Devika Tower, Nehru Place, New Delhi.
- 1.2 Agency/Firm/Service Provider means the bidder whose bid will be accepted by RECPDCL and shall include such successful bidder, its legal representatives, successors and permitted assigns.
- 1.3 EMD shall mean Earnest Money Deposit.
- 1.4 Security Deposit shall mean Security Deposit against Contract awarded.
- 1.5 Bidder shall mean any applicant who is submitting the tender in reference to this document.

#### **2.0 COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of its bid, and RECPDCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.

#### **3.0 The Tender Document**

The bidder is expected and deemed to have read, examined/ perused, complied/ agreed to all instructions, forms, terms and specifications etc. in the tender document while bidding. Failure to furnish all information required and/or False/Incorrect information and/or ambiguous/ irrelevant information and/or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.

#### **4.0 Receipt and Opening of Tenders**

- 4.1 Tenders duly filled in, will be received up to **3<sup>rd</sup> September, 2012 up to 11:00 hrs.** and opened on the date and time indicated in the letter inviting tenders. The tenders will be opened and the bidders or their authorized representative may, if they so desire, be present at the time of opening of tenders.
- 4.2 If due date of receipt of tenders and/or that of opening of tender happens to be a closed day(s), the tenders would be received and opened on the next working day but the time of receipt and of opening will remain the same.
- 4.3 RECPDCL reserves the right to postpone and/ or extend the date of receipt/opening of tenders or to withdraw the tender notice, without assigning any reason thereof. In such a case, the bidders shall not be entitled to any form of compensation from the Corporation.

**Note**

Technical Bid will be opened at the first instance and evaluated by a Committee. At the second stage, financial bids of only the technically acceptable offers shall be opened in the presence of the representatives of tenderers, if they intend to be and are present at the time of opening of the bids for further evaluation and ranking before award of the contract.

**5.0 Preparation of Tender**

- 5.1 The Bidders are required to submit the complete tender documents only after satisfying each and every condition laid down in the tender documents.
- 5.2 All rates shall be written both in figures and in words. Corrections, if any, are to be made by crossing out, initialing and rewriting. In case of discrepancy between the words and the figures, the rate indicated in words shall prevail. All overwriting/cutting, insertions shall be authenticated and attested.
- 5.3 The tender should be submitted in accordance with the procedure laid down in para28 of Chapter-3.

**6.0 Submission of Tenders**

- 6.1 Tender may be submitted in a sealed cover addressed to CEO, RECPDCL, 1016-1023, 10<sup>th</sup> Floor, Devika Tower, Nehru Place, New Delhi-110019 as per procedure laid down in Chapter-2 (Sl.No.28).
- 6.2 The tenders should be put in the Tender Box, placed in the premises of REC PDCL at 1016-23, 10<sup>th</sup> floor, Devika Tower, Nehru Place, New Delhi-110019. Please note that RECPDCL would not be responsible for any misplacement/loss/late receipt of a tender.
- 6.3 Only complete tenders received on or before the due date and time shall be considered. Telegraphic/Fax offers/incomplete offers and offers received after due date and time shall not be considered.
- 6.4 Tenders should be submitted and signed by a duly authorized person giving full name of the firm with its current business address.
- 6.5 RECPDCL reserves the right to reject any or all tenders without assigning any reasons whatsoever.
- 6.6 The quotation shall be valid for a period of at least one year from the date of opening of the tenders.
- 6.7 The bidders should satisfy themselves before submission of the tender to RECPDCL that they meet the Eligibility criteria and capability as laid down in the tender documents.

**7.0 Deadline for Submission of Bids**

- 7.1 Bids must be received by RECPDCL at the address given in **Chapter - I** not later than the time and date specified on the cover page. In the event of the specified date for the submission of bids being declared a holiday for RECPDCL, the bids will be received up to the appointed time on the next working day.

- 7.2 The RECPDCL may, at his discretion extend this deadline for submission of bids by amending the tender document, in which case all rights and obligations of the RECPDCL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 7.3 Amendments to the Tender Document may be issued by RECPDCL at any time, prior to the deadline for submission of bids.
- 7.4 From the date of issue, amendments to Tender Document shall be deemed to form an integral part of the Tender Document.

## **8.0 Late and Delayed Bids**

Any bid received by RECPDCL after the deadline for submission of bids prescribed by the RECPDCL will be rejected and/or returned unopened to the bidder.

## **9.0 Bid Opening and Evaluation**

RECPDCL will open the bids in the presence of bidders' representatives, who choose to attend, at the time, on the date and at the place specified in **Chapter - I**. The bidders' representatives present there, shall sign a register evidencing their attendance. In the event of the specified date of the bid opening being declared a holiday for the RECPDCL, the bids shall be opened at the appointed time and location on the next working day.

## **10.0 Opening of Bids**

RECPDCL will open the (i) Processing fee envelope, (ii) EMD envelope (iii) Eligibility Criteria document & (iv) Technical bid and in case these are not found in order the bid shall be summarily rejected. Financial bid of only those bidders will be evaluated whose Technical Bids are found in order.

## **11.0 Clarification of Bids**

- 11.1 During evaluation of the bids, the RECPDCL may at its discretion, ask the Bidder for clarification of its bid and the same has to be provided within the time period minimum One day as specified by RECPDCL and in case of a default it will be deemed that bidder has no clarification to submit and the bid is liable to be evaluated and/or rejected accordingly. The request for clarification and the response shall be in writing and no change in clarification submission date, price or substance of the bid shall be sought, offered or permitted.
- 11.2 No Bidder shall contact the RECPDCL on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the RECPDCL, it should be done in writing.
- 11.3 Any effort by a Bidder to influence the RECPDCL in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid and RECPDCL will declare the firm ineligible, either indefinitely or for a stated period of time from participation in future RFPs/tenders of RECPDCL.

- 11.4 RECPDCL reserves the right to revise or alter the scope and/or specifications of the tender before acceptance of any bid but prior to opening of the financial bids. However, in such an eventuality, all the eligible/ pre-qualified bidder(s) may be given an opportunity to consider such changes and revise their financial bid accordingly at their discretion, if found necessary. In case the specifications offered deviate from the specifications as described in this tender, the Bidder should describe unambiguously in what respect and to what extent the services/product offered by him differ from our specifications, even if the deviation is not very material.
- 11.5 RECPDCL reserves the right to call for revised financial bid from the eligible/ pre-qualified at any time prior to opening of the financial bids with the original scope of work and/or specifications. The bidder may submit the revised financial bid or may adhere to its original financial bid submitted by him/her with in the RECPDCL stipulated time period. In case of non-submission of revised financial the bidder shall be deemed to have opted for adhering to its original financial bid. It may however be noted that in this particular case the revised financial bid if submitted by the bidder as requested by RECPDCL cannot be higher than the original financial bid submitted by the bidder for the total/ sub-total and/or individual line item price. In case of the revised financial bid being higher than the original financial bid the same shall be summarily rejected and shall not be considered for further financial evaluation.

## **12.0 Evaluation of Bid**

- 12.1 RECPDCL will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one, which conforms to all specifications & terms and conditions of the Bidding Documents without material deviations.
- 12.2 A bid determined as not substantially responsive may be rejected by the RECPDCL and may not subsequently be made responsive by the Bidder by correction of the non- conformity.

## **13.0 Opening of Financial Bids**

- 13.1 RECPDCL will open the financial bids of only those bidders, whose Technical Bids have been found in order.
- 13.2 The Financial Bids of the qualified bidders shall be opened in the presence of their representatives, who choose to be present, on a specified date and time and Venue.

## **14.0 Cost**

- 14.1 Bidders are required to quote firm prices. No cost escalation (other than statutory costs like the Minimum wages, taxes upon increase of the same by the appropriate Government) shall be accepted for payment for the supplies/services unless specifically wherever mentioned by RECPDCL in the Tender document.
- 14.2 **Processing Fee:** The bid should accompany a **non-refundable** processing fee of Rs.10,000/- (Rupees ten thousand only) by a DD/Banker's cheque drawn in favour of REC Power Distribution Company Ltd. payable at New Delhi.

## **15.0 Earnest Money Deposit (EMD)**

- 15.1 Bidders shall submit along with the tenders Earnest Money of ₹1,00,000/- (Rupees one lac only) in the form of a Bank Draft/Bank Guarantee Drawn in favour of REC Power Distribution Company Limited, New Delhi. **Tenders not accompanied by the requisite amount of Earnest Money shall be rejected.**
- 15.2 Earnest Money shall be forfeited in case of the following:
- On revocation of tender or increase in rates after opening of the tender but before the validity of the quotation expires.
  - On refusal to enter into contract after award of contract.
  - Unsatisfactory performance and/or Non-performance of the Contract.
- 15.3 The EMD shall be returned without interest:
- To the unsuccessful bidders after the award of contract.
  - In case bidding process is terminated by RECPDCL for any reason.

## **16.0 Security Deposit**

- 16.1 The Earnest Money will be converted into Security Deposit for the successful bidder.
- 16.2 The Security Deposit will be refunded after successful completion & performance of the Contract or extended period of contract.
- 16.3 No interest shall be payable by the RECPDCL on Security Deposit.
- 16.4 Security Deposit shall be forfeited in case the successful bidder is not able to provide the required number of manpower and of quality as prescribed by RECPDCL.

## **17.0 Tax Deduction at Source**

- 17.1 Income Tax and any other taxes e.g. Sales Tax/Tax on Works Contract Act, 1999, etc. as may be applicable from time to time, during the currency of contract, shall be deducted at source from the running bill(s).

## **18.0 Deviation**

- 18.1 The contractor must comply with the Tender specifications and all terms and conditions of contract. No deviation in the Terms and Conditions of the Contract shall be entertained unless specifically mentioned by the contractor in the bid and accepted by RECPDCL.

## **19.0 Award of Contract**

- 19.1 RECPDCL shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bidder's tender or to accept whole or a portion of tender, as it may be deemed fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of RECPDCL.

## **20.0 Terms of Payment**

- 20.1 The payment shall be made as specified in the special conditions enclosed to the Tender document.

## **21.0 Duration of empanelment/Period of Contract**

21.1 The empanelment will be valid initially for a period of two years. However, further extension will be considered keeping in view the various factors, such as Performance of the Agency, RECPDCL's requirement, prevailing market trend, etc.

## **22.0 Termination of Contract/empanelment**

22.1 The contract/empanelment is terminable by RECPDCL by giving one month notice in writing.

22.2 In case of any default by the Agency/Contractor in any of the terms and conditions (whether General or Special), RECPDCL may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract/empanelment, in whole or in part, by giving 30 days notice in writing to the Contractor/agency and without incurring any financial liability whatsoever towards the Contractor/agency.

22.3 All instructions, notices and communications etc., under the contract shall be given in writing and if sent to the last known place of business, shall be deemed to be given and received; if delivered by hand, upon delivery, if sent by mail UPC/Registered Post/Speed Post/Courier) on the 5<sup>th</sup> day following the date of mailing.

## **23.0 Governing Law, Dispute Resolution and Arbitration:**

23.1 If any dispute(s) or differences(s) of any kind whatsoever arise between the parties, the Parties hereto shall negotiate with a view to have amicable resolution and settlement through a committee appointed by CMD, REC. 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 as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by CMD, REC. 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. The venue of arbitration shall be New Delhi, India. The fee and other charges of Arbitrator shall be determined by the Arbitrator in terms of the Act and shall be shared equally between the parties. The Arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest during arbitration proceedings. Notwithstanding any reference to Arbitration, the parties shall continue to perform their respective work/obligation under the contract.

## **24.0 Jurisdiction of Court etc.**

24.1 The Courts/any other Tribunal or Forum in Delhi/New Delhi alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out this contract.

## **25.0 Insurance**

25.1 The insurance cover against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Agency/bidder. The agency shall arrange necessary insurance cover for any persons deployed by them even for short duration. A copy of policy covering the insurance of the persons deployed in RECPDCL is to be submitted to RECPDCL. RECPDCL shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on RECPDCL, the same shall be reimbursed/indemnified by the agency.

## **26.0 Miscellaneous Conditions**

26.1 Agency shall in no case lease/transfer/sublet/appoint sub-contractor or care taker to render the services under the Contract.

26.2 No other person except Agency's authorized representative shall be allowed to enter RECPDCL's premises.

26.3 Within RECPDCL premises, the agency's personnel shall not do any private work other than their normal duties.

26.4 Agency shall be directly responsible for any/all disputes arising between him and his personnel and keep RECPDCL indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.

26.5 The personnel engaged by the agency are subject to security check by the RECPDCL Security Staff at any time and the agency shall ensure their presence for the said purpose.

26.6 Agency shall be solely responsible for payment of wages/salaries, statutory dues & other benefits and allowances as determined by RECPDCL to their personnel that might become applicable under any Act or Order of the Govt. RECPDCL shall have no liability whatsoever in this regard and the agency shall indemnify RECPDCL against any/all claims which may arise under the provisions of various Acts, Govt. Orders etc.

26.7 Agency shall be fully responsible for loss of equipments/electronic gadgets given to their staff, theft, burglary, fire or any mischievous deeds of his staff. RECPDCL shall have no liability whatsoever in this regard and the agency shall indemnify RECPDCL against any/all claims which may arise due to such acts.

26.8 The temporary/flexi manpower shall be provided by the agency within 15 days' notice from RECPDCL. The types of manpower generally required by RECPDCL are indicated in Annexure-A. The list is illustrative in nature and not exhaustive.

26.9 The minimum age for the deputation of any of person shall be 18 years.

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## **Chapter-3**

### **SPECIAL TERMS AND CONDITIONS**

1. The quotation form should be clearly filled in by ink legibly or typed. The quotationer should quote the rates and amount quoted by him/them in figures and as well as in words.
2. Alterations unless legibly attested by the quotationer, shall disqualify the quotation. The quotation form should be signed by quotationer himself. The forwarding letter should be signed along with quotation. Attested copies of the registration number of the firm, details of registration under Contract Labour (R&A) Act, Provident fund account number allotted by Provident Fund Commissioner and ESI number allotted by ESIC should be enclosed with the quotation.
3. Every paper of the quotation should be signed by the quotationer with seal of the firm.
4. The placement agency should take care that the rate and amount should be written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the quotation liable for rejection.
5. RECPDCL will deduct income tax at source as applicable under Income Tax Act, 1961, as amended from time to time.
6. In the event of any breach/violation or contravention of any terms and conditions contained herein by the quotationer, the said security deposit shall be forfeited by RECPDCL.
7. Placement agency submitting a quotation would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the quotation.
8. Any act on the part of quotationer/bidder to influence anybody in RECPDCL is liable to rejection of his quotation.
9. The placement agency shall provide a non-judicial stamp paper of ₹100/- for preparing the agreement upon award of work.
10. That the agency shall comply with all the legal requirements including provisions under Minimum Wages Act, 1948 including obtaining license under Contract Labour (R&A) Act, 1970, registration with EPF and ESIC etc. as may be applicable.
11. All the temporary staff shall be required to perform duties and responsibilities as assigned to them from time to time to the entire satisfaction of their supervisors and follow the instructions given by concerned officers of RECPDCL/other officers to whom they will be responsible.

12. All Temporary manpower/staff are expected to wear prescribed dress code, if any.
13. The agency shall provide temporary manpower/ staff as per specifications given in **Chapter-4 ( Annexure – III)**.
14. That the Temporary Staff shall be available all the time as per their duty roster and they shall not leave their place of duty without prior permission of their coordinator/team leader as the case may be.
15. That the placement agency shall be responsible to provide immediate replacement for any staff, who is not available for duty at the place of posting and such other additional staff as may be required for additional work for which prior information has been given.
16. That the Temporary staff shall work under overall supervision and direction of RECPDCL/other officers as advised from time to time.
17. That the placement agency shall also be responsible to provide all the statutory benefits viz. PF, ESI, Bonus, Leave etc., to the eligible staff engaged by the placement agency.
18. Quotation must be unconditional.
19. RECPDCL shall have the right to ask for the removal of any person, who is not found to be competent and orderly in the discharge of his duty without giving any notice.
20. The Temp Staff shall carry out such other duties as are entrusted to them from time to time including movement from one location to another & consequent relocation, as work arrangement may require.
21. The placement agency shall not engage any sub-agency or transfer the contract to any other person in any manner.
22. That the quotation not conforming to these requirements will be rejected and no correspondence hereof shall be entertained whatsoever.
23. Holidays shall be applicable according to Company's rules and regulation.
24. The technical bid format (to be filled in by bidder) is attached as **Annexure-I**.
25. The Financial/Price Bid format (to be filled by bidder) is enclosed as Annexure- II. In case of award of work, the rate shall remain firm for a period of one year or till the extended period of contract, whichever is later.

## **TERMS OF PAYMENT**

26. The agency will submit the monthly bill in duplicate enclosing the certificates as indicated below, which shall be duly certified by the officer-in-charge and same shall be paid within 7 days thereof after making recovery, if any.
27. The agency shall make regular and full payment of salaries and other payments as due, as per the applicable laws to its personnel deputed under service contract and furnish necessary proof of having disbursed the salary. The payment to personnel by the Contractor should be made on or before 9<sup>th</sup> of every month. In case of 9<sup>th</sup> being holiday, wages should be paid on the preceding working day of that month. Along with monthly bill Placement Agency should also enclose a certificate to the HR Unit of RECPDCL to the effect that the personnel deputed for RECPDCL work had received the payment as full and final from the Placement Agency for the said month.
28. Proof of payments made to agency's personnel for previous months.
29. Proof of challan/receipt issued by Regional Provident Fund Commissioner (RPFC) etc. for the payment made towards applicable Provident Fund, ESI etc. for the previous month and proof of payment towards compliance of other statutory provisions for the previous month.
30. RECPDCL shall release due amount after making recoveries, if any, through crossed account payee cheque/RTGS in favour of Placement Agency.
31. The Placement Agency shall promptly make payment to Regional Provident Fund Commissioner in respect of Provident Fund Contribution by Placement Agency and the amount deducted from salary/wages of deployed personnel towards their contribution to provident Fund. They will also ensure timely payment/deposit of all statutory dues to whom-so-ever required in compliance to other statutory provisions.
32. In case, RECPDCL receives any complaint regarding non-payment of wages to your personnel for more than 15 days the amount payable to these personnel will be recovered from Agency's bill and paid to such personnel.
33. Placement Agency would ensure that all its personnel would behave courteously and decently with employees of the RECPDCL and also ensure good manners.
34. Necessary induction training to orient recruits towards the job requirement, payment systems, nature of work expected, shall be carried out by the Agency in consultation with RECPDCL.

## **CHARGES AND PAYMENTS**

35. Bills chargeable to the company shall be paid after every month of services rendered if found in order. In case of any complaint of non-fulfillment or any obligation under the contract, the RECPDCL reserves the right to deduct the payments due from the agency from monthly bill(s).

**Penalty Clause:**

36. In case the turnout of candidates for interview is less than 50% of the shortlisted candidates furnished by the agency, the entire expenditure incurred by RECPDCL officers on their tour as per their entitlement in RECPDCL, may be recovered from the Agency.
37. In case the candidates leave/abandon the job within three months from their joining after the training, the training expenditure incurred by RECPDCL shall be recovered from the agency and agency shall have to provide replacement without charging anything extra. Onetime fee shall be payable to agency only after completion of three months by the deputed.
38. In case of any delay in payment to any of its employee deployed in RECPDCL beyond 5 working days a non-refundable penalty of Rs.250/- per day shall be recovered by RECPDCL for each case of default.

**39. Procedure to submit the tender document:**

The tender should be placed in the following order:

**Envelope No.1** : should contain DD/Banker's cheque of **Rs.10,000/-** (Rupees ten thousand only) drawn in favour of REC Power Distribution Company Ltd., payable at New Delhi, towards **non-refundable processing fee;**

**Envelope No.2** : should contain DD/Banker's cheque Bank Guarantee of **Rs.1,00,000/-** (Rupees one lac only) drawn in favour of REC Power Distribution Company Ltd., payable at New Delhi, towards **Earnest Money Deposit (EMD).**

**Envelope No.3** : should contain documents required to meet eligibility criteria;

**Envelope No.4** : should contain Technical Bid Format – Annexure-I.

**Envelope No.5** : should contain Financial Bid Format – Annexure-II.

Each envelope should mention the document contained in it. All the five envelopes are to be placed in single envelope super-scribing as "Tender for supply temporary/flexi manpower in RECPDCL" and is to be dropped in tender box kept at reception, RECPDCL, 1016-1023, 10<sup>th</sup> Floor, Devika Tower, Nehru Place, New Delhi – 110019. The envelopes marked as Sl.No.1 to Sl.No.4 shall be opened one by one on the date of opening of technical bid and Sl.No.5 shall be opened at a later date in respect of only those parties who fulfill the eligibility criteria and technical specifications. The bids shall be opened in the presence of representative of bidders, if they intend to be and are present at the time of opening of the bids for further evaluation and ranking before award of the contract.

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## **Chapter-4**

### **Scope of Work/Services**

(To be signed on all pages by authorized signatory and be kept in the Envelope No.4 with Technical Bid )

1. The empanelled agency is required to provide Human Resources for various job requirements at different locations extendable for a further period(s) as required by the Company from time to time depending upon currency of the project. However, the exact tenure of engagement may be decided as per availability of work/contract which the Agency will follow.
2. RECPDCL will not bear any obligation for permanent employment of the temporary/flexi staff since these officers/staff will be on the rolls of the service provider. Since this engagement shall be for specific projects at specific locations, which are time bound, RECPDCL will not bear this obligation.
3. The offer to the temporary/flexi staff shall clearly indicate that the services are terminable by giving one month notice depending on exigencies of business or performance of the temporary staff not being found satisfactory.
4. All the statutory guidelines of Govt. of India for payment of wages, leave, medical, PF, ESI, etc. shall be adhered to by the service provider strictly in terms of the applicable legislations. Payments wherever needed to be deposited to statutory authorities, shall be ensured by the placement Agency.
5. The list of short-listed manpower as per the specifications/ job requirements may be provided by the service provider to RECPDCL within a period of 15 days from the date of indenting the manpower. Thereafter, the agency should conduct interviews of the candidates as required by the RECPDCL. Officers /representatives of RECPDCL shall also participate in selection process including interview.
6. The agency should also prepare all files and relevant documents pertaining to the candidates interviewed. In this process, the agency should also obtain an identification certificate from all the selected candidates duly signed by a Gazetted Officer.
7. All the monthly pay bills payable to the temporary staff along with contributions to PF, ESI etc. shall be made by the service provider.
8. Introduction/training of the temporary staff shall be arranged by the service provider.
9. Any training to be provided by RECPDCL shall be coordinated at the cost of RECPDCL by the service provider.
10. All temporary staff shall report to the officer(s) designated by the RECPDCL.
11. Other issues like issue of offer letters, Identity Cards, Pay Slips, issue of service certificates, etc. shall be handled by the agency.
12. The service provider will ensure that job requirements, including academic qualifications experience etc. wherever needed are meticulously followed and candidates selected satisfy them and further confirm willingness to carry out the said jobs with due efficiency and performance standard.**(Requisite skill sets for Temp. Staff Requirements of Temp. Staff is enclosed at Annexure-III).**

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# Chapter - 5

## **Technical Bid**

The Technical bid should contain the following details about the agency in the format prescribed at Annexure-I:

1. Name of the firm:
2. Registration No. of the firm with proof of registration:
3. PAN/TIN No. of the firm:
4. Turn over from operations in the last 3 years (2009-10 onwards) on Indian operations from temporary staffing business:  
(With supporting documents in the form of audited results/balance sheet)  
**Qualifying requirement- Minimum Rs. 50 crores in each financial year.**
5. No. of office locations & business operations for temporary staffing (with name of places) in India. **Qualifying requirement-Delhi, Bangaloe, Kolkata, Mumbai & and any four States.**
6. No. of temp. staff placed so far:  
**Qualifying requirement- Minimum 5,000 temp. staff.**
7. List of organizations where served with client list:  
(with proof duly signed by user organizations)
8. Provision of temp. staff to any Public Sector Enterprises:  
(with proof duly signed by user organizations)
9. Net profit of the firm in Indian operations during Last 3 years from temp staff business:  
(With supporting documents in the form of audited results/balance sheet)
10. Detailed flow chart for implementation of project:
11. No of regular employees in the firm:
12. Registration with EPFO/ESI:(With documentary evidence)
- 12(a) A Registration with contract Labour (R & A) Act ,No. & details.
13. Corporate Organogram:
14. Proposed team for the project including their qualification and experience in handling similar projects.
15. Proposed implementation plan/methodology with time frame:  
Address and contact details including landline/mobile/e.mail:
16. \*Banking arrangement with salary transfer facility through strong banking network at multiple locations on all India basis (evidence to be attached)-
17. Any other information:

Date:

Signature of Authorized signatory  
Name & Stamp

## **Chapter-6**

### **Financial Bid**

1. Financial bids shall be opened in respect of those bidders only who fulfill the eligibility criteria and technical specifications as mentioned in the tender.
2. The rates quoted shall be valid for a period of one year from the date of award of contract or up to currency of the contract, whichever is later.
3. In case the candidates leave/abandon the job within three months from their joining, the agency shall have to provide replacement without charging anything extra. Onetime fee shall be payable to agency only after completion of three months by the candidates.
4. One time Recruitment charges for each temporary/flexi staff may be quoted in lump sum including all necessary activities from recruitment to contract signing.
5. Monthly charges on account of administration of temporary/flexi staff . Payment to depute shall be made within 5 working days from the date of release of payment by RECPDCL to the agency.
6. In case of award of work, the rate shall remain firm for a period of one year or till the extended period of contract, whichever is later.
7. The Financial Bid format (to be filled by bidder) is enclosed as Annexure- II.

**Technical Bid Format**

S.No.	Description	Documents required (copy)
1	Name of the firm:	
2	Registration No. of the firm with proof of registration:	Registration Certificate
3	PAN/TIN No. of the firm:	Photo copies
4	Turn over from operations in the last 3 years (2009-10 onwards) on Indian operations from temporary staffing business:	Copies of audited results/balance sheets
5	No. of office locations & business operations for temporary staffing in India.	Name of places
6	No. of temp. staff placed so far.	
7	List of organizations where served	(i)Clients list (ii)Proof duly signed by user organisations
8	Provision of temp. staff to any Public Sector Enterprises:	(i)Clients list (ii)Proof duly signed by user organisations
9	Net profit of the firm in Indian operations during Last 3 years from temp staff business:	Copies of audited results/balance sheets
10	Detailed flow chart for implementation of project	To be attached
11	No of regular employees in the firm:	To be mentioned
12	Registration with EPFO/ESI/ Contract Labour Act	Copies to be attached
13	Corporate Organogram:	To be attached
14	Proposed team for the project including their qualification and experience in handling similar projects:	Details to be attached
15	Proposed implementation plan/methodology with time frame:	To be attached
16	Address and contact details including landline/mobile/e.mail:	To be mentioned
17	Banking arrangement with salary transfer facility through strong banking network at multiple locations on all India basis.	Evidence to be attached
18	1. Any other information:	

Date:

Signature of authorized signatory

Name and office seal

**Financial Bid Format**

Sl.	Module	Unit	Amount in figures (Rs.)	Amount in words (Rs.)
A	One time Recruitment charges for each temp. staff (lump-sum) including all necessary activities from recruitment to contract signing.	Per recruit		
B	Monthly charges for administration of temp. staff . Payment to deputed shall be made within 5 working days from the date of release of payment by RECPDCL to the agency.	Per recruit		
C	Any other charges	Per recruit		
	<b>Total</b>			
D	Applicable taxes			
	1			
	2			
	3			

- (i) The rates quoted shall be valid for a period of one year from the date of award of contract or up to currency of the contract, whichever is later.
- (ii) In case the candidates leave/abandon the job within three months from their joining, the agency shall have to provide replacement without charging anything extra. Onetime fee shall be payable to agency only after completion of three months by the candidates.

Note:

**Evaluation Method for financial bid:**

Criteria for deciding L-1, L-2, L-3 will be based on weighted average on 100 points basis on item A & B ( as above ) shall be as follows:

A	B
Lowest-I (50 marks)	Lowest-I (50 marks)
Lowest-II(35 marks)	Lowest-II (35 marks)
Lowest-III(15 marks)	Lowest-III (15 marks)
Beyond L-III (Zero)	Beyond L-III (Zero)

On the basis of marks awarded on each of the parameters as at A& B to each of the agencies who qualify Technical Bids, the final scores shall be determined. For example if agency 'X' Quotes the lowest-I under parameter 'A', lowest-II under parameter B, the cumulative score of agency 'X' will be 85(50+35).

On the above lines, the agency which gets highest score will be treated as L-I, agency with 2<sup>nd</sup> highest score as L-II and agency with 3<sup>rd</sup> higher score shall be treated as L-III on the financial bid.

L-II and above bidders, may be asked to match the rate quoted by L-I, and if acceptable, shall be considered for empanelment.

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**Requisite skill sets for Temporary/flexi Staff required by RECPDCL**

Educational qualifications, age, experience, job description and pay range:

**1. Site Engineers:**

Educational qualifications

Graduates in Electrical Engineering preferably with 1<sup>st</sup> Division or equivalent.

Age – Minimum 18 years -Maximum 28 years of age.

Experience --0 to 12 months experience.

**Job description**

They are expected to conduct third party quality monitoring/inspection of works executed under Rajiv Gandhi Gramin Vidyutikaran Yojana(RGGVY)/ transmission and distribution work such as construction of 11 KV lines, LT lines, erection of distribution transformers, 33/11 KV Sub-Stations, release of services etc. Should be willing to undertake extraneous traveling and willing to locate and relocate at places of work. Will have to liaise effectively with personnel of State Power Utilities, contractors executing the job etc. should possess good written and oral communications and IT skills as also inter personal relations which will be necessary to execute job in a time bound manner. Should be able to send MIS reports on daily basis in the format prescribed through computer/SMS/email. The job involves extensive traveling in village/rural areas. Must possess a two wheeler with valid driving licence and also a mobile connection.

**CTC** – Rs.16,000/- including ₹ 2,000/- for conveyance, Rs.500/- for mobile, ₹ 1500/- for stationery/computer use (for MIS reporting) per month. This shall also include PF, ESI, HRA, Insurance, medical, leave and any other statutory requirements.

**2. Assistant Site Engineer**

Educational qualifications - Diploma in Electrical Engineering preferably with 1<sup>st</sup> Division or equivalent.

Age – Minimum 18 years - Maximum 28 years of age.

Experience --nil.

**Job description**

They are expected to assist the Site Engineers to conduct third party quality monitoring/inspection of works executed under Rajiv Gandhi Gramin Vidyutikaran Yojana(RGGVY)/ transmission and distribution work such as construction of 11 KV lines, LT lines, erection of distribution transformers, 33/11 KV Sub-Stations, release of services etc. Should be willing to undertake extraneous traveling and willing to locate and relocate at places of work. In the absence of Site Engineer will have to liaise effectively with personnel of State Power Utilities, contractors executing the job etc. should possess good written and oral communications and IT skills as also inter personal relations which will be necessary to execute job in a time bound manner. Should be able to send MIS reports on daily basis in the format prescribed through computer/SMS/email. The job involves extensive traveling in village/rural areas. Must possess a two wheeler with valid driving licence and also a mobile connection.

**CTC** – Rs.12,000/-p.m. including conveyance, mobile, stationery/computer expenses. This shall also include PF, ESI, HRA, Insurance, medical, leave and nay other statutory requirements.

**3. Supervisors**

Educational qualifications - ITI Electrical preferably with 1<sup>st</sup> Division

Age – Minimum 18 years - Maximum 28 years of age.

Experience --nil.

Job description

To assist Site Engineers/Assistant Site Engineers in performing their jobs.

**CTC** – Rs.10,000/-p.m. including conveyance, mobile, stationery/computer expenses. This shall also include PF, ESI, HRA, Insurance, medical, leave and nay other statutory requirements.

**4. Data Entry Operators**

Educational qualifications

Graduate in any discipline with diploma/certificate in MS Office/computer application.

Age- Minimum 18 year - Maximum 28 years of age.

Experience - Minimum of one year experience

Job description and pay range

They are required to make data entry in word/excel format with a speed of 30 w.p.m. they are also required to make entry of bulk data pertaining to village electrification/household electrification and T&D projects. Any other data entry work assigned as per the requirements. To have knowledge of net surfing, email, photocopying, etc.

Minimum wages as notified by the Central/State Governments.

**5. Junior HR Executives**

Educational qualifications

Graduate with PG Diploma in IRPM/HR/Labour relations or equivalent preferably with 1<sup>st</sup> class or Post Graduate in IRPM/HR etc.

Age –Minimum 18 years - Maximum of 30 years of age

Experience

Minimum of one year experience

**CTC** – Rs.16,000/-p.m. This shall also include PF, ESI, HRA, Insurance, medical, leave and any other statutory requirements.

**6. Finance Executive -**

Educational qualifications

ICWAI/CA

Age –Minimum 18 years -Maximum of 30 years of age

Experience

Minimum of one year experience

**CTC** – Rs.16,000/-p.m. This shall also include PF, ESI, HRA, Insurance, medical, leave and any other statutory requirements.

**7. Jr. Finance Executive**

ICWAI/CA

Age –Minimum 18 years -Maximum of 30 years of age

Experience - nil

**CTC** – Rs.12,000/-p.m. This shall also include PF, ESI, HRA, Insurance, medical, leave and any other statutory requirements.

**8. IT Engineer**

Educational qualifications

BE(IT)/BE(CS)/BCA/B.Tech(IT/CS)/MCA

Age – Minimum 18 years -Maximum of 30 years of age

Experience

Minimum of one year experience – Web Developer, Developing web applications using MySQL, PHP, Linux, Apache, J2EE, Ruby on rails, Developing AJAX based applications, HTML, DHTML, XML, Knowledge of Flash & Photoshop.

**CTC** – Rs.20,000/-p.m. This shall also include PF, ESI, HRA, Insurance, medical, leave and any other statutory requirements.

**9. Experienced Power Sector Professionals**

Educational qualifications

Electrical/Civil/Mechanical/IT Engineers – Graduate/Post graduate degree in Engineering as per requirement of the RECPDCL.

Age - Maximum of 65 years of age

Experience

Minimum 05years in the respective field or higher as per requirement of RECPDCL.

**CTC** – Negotiable

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**BANK GURANTEE (EARNEST MONEY DEPOSITE) - Format**

This deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ 2012 by \_\_\_\_\_

**(Name of the Bank)** having one of its branch at \_\_\_\_\_ acting through its Manager (hereinafter called the “Bank”) which expression shall wherever the context so requires includes its successors and permitted assigns in favour of REC Power Distribution Company Ltd. registered under the Companies Act, 1956, having its office at \_\_\_\_\_ (hereinafter called “REC”) which expression shall include its successors and assigns.

WHEREAS REC has invited tender vide their Tender Notice No. \_\_\_\_\_ Dated \_\_\_\_\_ to be opened on AND

WHEREAS M/s \_\_\_\_\_

**(Name of Tenderer)** having its office at \_\_\_\_\_ (hereinafter called the “Tenderer”), has/have in response to aforesaid tender notice offered to supply/ do the job \_\_\_\_\_ as contained in the tender. AND WHEREAS the Tenderer is required to furnish to REC a Bank Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ Only) as Earnest Money for participation in the Tender aforesaid.

AND WHEREAS,

we \_\_\_\_\_ **(Name of the Bank)** have at the request of the tenderer agreed to give RECPDCL this as hereinafter contained. NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that, the aforesaid Tender shall remain open for acceptance by RECPDCL during the period of validity as mentioned in the Tender or any extension thereof as RECPDCL and the Tenderer may subsequently agree and if the Tenderer for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay RECPDCL, New Delhi on demand without demur to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).

We further agree as follows:-

01. That RECPDCL may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between RECPDCL and the Tenderer AND the said Bank shall not be released from its liability under these presents by an exercise by RECPDCL of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the RECPDCL or any

indulgence by RECPDCL to the said Tenderer or any other matter or thing whatsoever.

02. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to RECPDCL in terms thereof.
03. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RECPDCL in writing and agree that any change in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTANDING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. \_\_\_\_\_ (Rupees

\_\_\_\_\_ Only) and this Guarantee shall remain in force till \_\_\_\_\_ unless a claim under this guarantee is filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. upto \_\_\_\_\_ all rights under this Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness whereof the Bank has subscribed and set its name and seal here under.