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# आरईसी पावर डिस्ट्रीब्यूशन कम्पनी लिमिटेड REC POWER DISTRIBUTION COMPANY LIMITED

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

CIN no. of RECPDCL- U40101DL2007GOI165779

Corporate Office: 1016-1023, 10th Floor, Devika Tower, Nehru Place, New Delhi-110019  
Tel: 011-4412 8755 Fax: 011-4412 8768, Web: www.recpdcl.in, E-mail: recpdcl@rediffmail.com  
Regd. Office: Core-4, SCOPE Complex, 7 Lodhi Road, New Delhi-110003, Phone (011) 43091506 Fax: (011) 24365815

EOI No: RECPDCL/Tech/EOI/Empanelment/2015-16/2703

Dated:17.12.2015

## Notice Inviting Expression of Interest (Eoi)

(Only through e-tendering mode)

For

Empanelment of Agencies for jointly exploring opportunities in Power Distribution business  
/carry out the various assignment/project/tasks in Distribution Sector

### REC Power Distribution Company Limited

(A wholly owned subsidiary of REC, a 'Navratna CPSE'

Under the Ministry of Power, Govt of India)

CIN no of RECPDCL - U40101DL2007GOI165779

#### Corporate office

10<sup>th</sup> Floor, 1016-1023,  
Devika Tower, Nehru Place,  
New Delhi-110019  
Telephone: (011) 44128755  
Telefax: 011-44128768  
Website: [www.recpdcl.in](http://www.recpdcl.in)

Description of task, e-tender submission format and procedure is provided in the EOI available on RECPDCL website ([www.recpdcl.in](http://www.recpdcl.in)), REC website ([www.recindia.com](http://www.recindia.com)), e-tendering website ([www.tenderwizard.com/REC](http://www.tenderwizard.com/REC))

Important Dates	
Date of Release of EOI	17.12.2015
Date of seeking queries /Pre Bid Meeting*	29.12.2015.2015 at 11:00 hours
Last date of submission of EOI	07.01.2016 up to 15:30 Hours
Date of Opening of EOI	07.01.2016 at 16:00 Hours

**Note:** Online registration shall be done on e-tendering website i.e. [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) & in general, activation of registration may takes 24 hours subject to the submission of all requisite documents required in the process.

\* Further RECPDCL at its sole discretion may hold one more pre bid meeting if desired so & same will be intimated/updated accordingly through RECPDCL ([www.recpdcl.in](http://www.recpdcl.in)) and tender wizard websites([www.tenderwizard.com/REC](http://www.tenderwizard.com/REC))

-Sd-  
(S.C. Garg)  
Addl. C.E.O.

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**Important information**

<b>Sl. No.</b>	<b>Event</b>	<b>Information to the agencies</b>
<b>1</b>	Date of Release of EOI	17.12.2015
<b>2</b>	Last Date for Submission of online EOI response	07.01.2016 Up-to 15:30 hours
<b>3</b>	Last Date for Pre- Bid Meeting/ queries / seeking clarification	29.12.2015 at 11:00 hours
<b>4</b>	Date of Opening of EOI response	07.01.2016 at 16:00 hours
<b>5</b>	EOI document	The details can be downloaded free of cost from the websites <a href="http://www.recpdcl.in">www.recpdcl.in</a> (or) <a href="http://www.recindia.com">www.recindia.com</a> (or) <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> .
<b>6</b>	Date & time of presentation	Will be intimated later after Evaluation of Eligibility/Qualification Criteria as per EoI
<b>7</b>	Address for communication	REC Power Distribution Company Limited., 1016-1023,10 <sup>th</sup> Floor, Devika Tower, Nehru Place, New Delhi-110019,India. Tele-fax : +91-11-44128768,Phone :+91-11- 44128760/67, Email- <a href="mailto:recpdcl@rediffmail.com">recpdcl@rediffmail.com</a>
<b>8</b>	Period of Empanelment	Empanelment shall be initially for a period of 2 years, which may be renewed for further period(s) at the sole discretion of RECPDCL.

## **1. INTRODUCTION:**

REC Power Distribution Company Limited (RECPDCL), a wholly owned subsidiary of REC Ltd, A 'Navratna' CPSE under Ministry of Power, Govt. of India; was incorporated on 12th July, 2007. It received certificate of commencement of business on 31st July, 2007. The company's focus is on facilitating power utilities in the areas of their operation, by providing expertise to capitalize on the emerging needs and demands of Power Sector.

RECPDCL is now emerged as a market leader in providing end-to-end solutions to all the needs of the distribution sector across the value chain through sustainable and innovative business model. The Benchmark of Best Business Practices, successfully implemented at RECPDCL, helps us to achieve service excellence and customer delight. The innovative business models and the benchmark best practices implemented successfully with 'People First' policy, has resulted in to job creation for over 1600 well trained engineers in distribution sector. We have been able to achieve speedy implementation of various Govt. of India Schemes viz., Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) /Rajiv Gandhi Grameen Vidyutkaran Yojna (RGGVY), National Electricity Fund (NEF), R-APDRP etc. besides enabling RECPDCL to implement various projects within timeline, with reduced cost and with highest quality standards..

## **2. INTENT AND OBJECTIVES:**

RECPDCL intends to engage reputed organisations/companies working in the field of Power Distribution and have their own best practices and quality bench marks to provide value added services to its client. Post empanelment, the parties shall jointly explore various power sector opportunities in India and abroad with the view to diversify and expand the business portfolio in Power Distribution Sector i.e Loss Reduction Program, Project Management Services, DPR, IT Services, Technological advisory, SCADA, SMART GRID and SMART Metering Solution etc. It may further lead to jointly undertake the electricity distribution business in the licensee mode or in franchise mode or in any other model.

With the above intent RECPDCL is inviting Expression of Interest (EOI) along with the information as required for the detailed evaluation from the prospective companies who can participate in this empanelment process as per the eligibility criteria and terms & conditions mentioned in this notice with the aim of jointly exploring opportunities in Power Sector/electricity distribution business in the country and abroad.

As domain expertise of Power Distribution Business is a key to success of the proposed empanelment, EOI encourages participation of the reputed and experienced Distribution Entities either Licensee/Franchisee/having experience of Consultancy for successful acquiring business of "Power Distribution Licensee" or "Power Distribution Franchisee"

## **3. EXPRESSION OF INTEREST**

- 3.1 RECPDCL invites the EOI from reputed companies having demonstrated Technical knowledge & experience and excellent track record in the field of power distribution.
- 3.2 The application shall include submission of all such documents that are specified herein including full details to establish the claims. The onus of establishing the correctness of such claims shall lie with the applicant.
- 3.3 All cost & expenses associated with submission of EOI shall be borne by the applicant while submitting the application and RECPDCL shall have no liability, in any manner in this regard, or if it decides to terminate the process of short listing for any reason whatsoever

#### **4. MINIMUM ELIGIBILITY CRITERIA & REQUIREMENT OF DOCUMENTS AS PROOF**

<b>S. No.</b>	<b>Minimum Eligibility Criteria</b>	<b>Documents required for fulfilment of the criteria</b>
1	The eligible applicant should be registered and incorporated under the Indian Companies Act, 1956	Certificate of incorporation issued by Registrar of Companies under Companies Act, 1956.
2	The company should have minimum experience of five years of working in power sector as a power distribution entity (Licensee)/ Franchisee or having experience in providing consultancy services in respect of acquiring business successfully for "Power Distribution Licensee" or "Power Distribution Franchisee" business of minimum contract value of Rs 100 cr. franchisee/licensee business on the last date of EOI submission.	License issued by concerned Regulatory Commission. Relevant certificate/document issued licensee by the competent authority for the franchise & work order and completion certificate in respect of consultancy services.
3	The minimum annual average turnover of the bidder for the three preceding financial years as on the last date of EOI submission should be Rs.100 Cr	Audited financial statement for the last three financial years.
4	The company should not be black listed by Govt. Companies/Govt. organization/Govt. Agencies etc. in India or abroad.	Undertaking regarding not having black listed/banned duly signed by authorized signatory.

#### **5. DISQUALIFICATION**

- (i) RECPDCL shall not consider any application that is found to be incomplete in content and /or attachments and/ or authentication etc.
- (ii) Without prejudice to any other rights & remedies available to RECPDCL any applicant may be disqualified and their application dropped from consideration for any of the reasons including but not limited to those listed below:-
  - (a) If a misrepresentation/false statement is made by the applicant, at any stage, whether it is technical, Financial, document or otherwise.
  - (b) If it is discovered at any time that the applicant is subject matter of winding-up/ insolvency or other proceeding of a similar nature.
- (iii) If information becomes known which would have entitled RECPDCL to reject or disqualify the relevant applicant, even after the interested firm / applicant has been qualified, RECPDCL reserves the right to reject the application of said party / applicant at that time or at any time after such information becomes known to RECPDCL.

#### **6. METHODOLOGY TO BE ADOPTED WITH EMPANELLED AGENCIES FOR ACQUISITION OF BUSINESS**

RECPDCL shall follow different methodologies with empanelled agencies for acquisition of business.

For a business opportunity, where tender/bid is required to be submitted as per the interest of RECPDCL, if required, RECPDCL may select an agency among all empanelled agencies through limited tender, based on credentials, technical & financial proficiency, past experience, specific project requirements & presentation etc. Agency scrutinized based on above criteria may be engaged in

preparation of technical & financial bids, needful documentation and negotiation with client in order to get the assignment. If RECPDCL gets the assignment, the selected agency will further be required to execute the assignment jointly with RECPDCL as per scope of work of the project.

In other scenario, when an empanelled agency has identified a new business opportunity using its own initiatives and approaches RECPDCL for participation in the assignment/project, RECPDCL at its sole discretion may partner with agency for submission of technical and financial proposal and to execute the assignment jointly as per the discretion of RECPDCL. In such cases, work methodology and scope of work to be shared by RECPDCL and agency shall be decided & discussed in detail before submission of proposal. Also, RECPDCL reserves the right to review the division of scope of works/tasks covered in the assignment/project. Subsequently, proposals submitted by agency will be thoroughly scrutinized and evaluated by RECPDCL followed by a presentation by agency before RECPDCL for analysis of capability of the agency related to the proposal. After evaluation and analysing, if business opportunity is found to be fruitful and viable, then only RECPDCL shall consider for joint participation with agency in the assignment/project.

RECPDCL may also extend opportunity to empanelment agency/ies after getting a project or likely to get a project by its own efforts/initiatives if expertise of particular agency is seems to be useful for RECPDCL. The detailed work requirements along with technical details would be intimated to the empanelled agencies at the time of invitation of their financial bid. The empanelled agency would also submit their acceptance of the proposal along with terms and conditions at the time of submission of financial bid to RECPDCL

It is also relevant to mention that decision of RECPDCL in regard of the above cases will be final and binding to the agency & RECPDCL at its sole discretion reserves the right to add/delete items in scope/nature of work. Various methodologies to select the agency among empanelled agencies on case to case basis as per requirement etc.

## **Revenue Sharing & Resource/ Manpower Sharing:-**

### **1. Revenue Sharing:-**

Revenue sharing between RECPDCL and Agency shall be on case to case basis detail as below:

1(a). For the projects/assignments wherein RECPDCL already having expertise/strength viz. DPR preparation & project management, TPI, Energy Audit, Impact studies, Material Inspection etc. where the role of agency is only to assist RECPDCL for tendering (technical & financial bids) in various business generation and not in the project execution. Revenue sharing between RECPDCL and agency shall be minimum of Ratio 60:40 (RECPDCL: Agency) respectively. However, RECPDCL reserves right to increase its ratio on case to case basis depending on the nature/requirement of the assignment/project.

1(b). For the projects/assignments wherein RECPDCL interested to build-up its strength & expertise i.e Smart grid, SCADA projects, new advancement & technology consultancy etc. Revenue sharing between RECPDCL and agency shall be minimum of Ratio 50:50 (RECPDCL:

Agency) respectively. However, RECPDCL reserves right to increase its ratio on case to case basis depending on the nature/requirement of the assignment/project.

## **2. Resource/Manpower Sharing:-**

Resource/Manpower sharing between RECPDCL and Agency shall be on case to case basis as per requirement of the project. It will be sole responsibility of the Agency to provide experienced and suitable manpower as per requirement of the project etc. for successful implementation of the project. If not specified particularly, the manpower ratio shall be proportionate to the revenue sharing. Manpower from concerned agency shall be available for the related project for needful review meetings negotiations & liaising for entire project duration also.

The Agency will provide to RECPDCL with a list of its employees who will be assigned to the project. The list will include the classification of each employee and the hourly rate to be charged for additional services rendered. The Agency will obtain written prior approval of Client for any replacement of key employees, changes in the numbers of key employees assigned to the project.

## **7. GENERAL TERMS & CONDITIONS**

**7(a).** The bidder must fulfil the above eligibility criteria/ pre-qualification conditions for evaluation of their bids. Bids 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 may be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.

**7(b).** RECPDCL reserves the right to verify/confirm all 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.

**7(c).** Empanelment shall be initially for a period of Two year, which may be renewed for further period(s) at the sole discretion of RECPDCL.

**7(d).** Empanelment with RECPDCL does not confer any right to the agencies to be invited for participating in any bids, tenders etc. floated by RECPDCL. RECPDCL reserves the right to call bids/assign work/associate the agency/agencies in any area as may be deemed fit by RECPDCL depending upon the profile provided by the agencies and requirement of assignment.

**7(e).** RECPDCL reserves the right to accept or reject any or all requests for empanelment without assigning any reason.

**7(f).** Acceptance of the application(s) constitutes no form of commitment on the part of RECPDCL. Furthermore, this acceptance of the application confers neither the right nor an expectation on any applicant to participate in the proposed Project

**7(g).** RECPDCL reserves the right to waive off any shortfalls; accept the whole, accept part of or reject any or all responses to this EoI.

**7(h).** RECPDCL reserves the right to cancel or annul the Expression of Interest (EoI) at any stage and call for fresh EoI and/or tender for any of the projects of RECPDCL.

**7(i).** RECPDCL reserves the right to call for fresh tenders at any stage and/or time as per the present and/or envisaged RECPDCL project requirements, even if the EOI is in evaluation stage or the responders have been empanelled.

**7(j).** RECPDCL reserves the right to modify, expand, restrict, scrap, re-float the Expression of Interest and/or float a tender without assigning any reason for the same.

**7(k).** RECPDCL at its discretion may use the complete proposed solution and/or a part of, technical specifications as submitted by any responder(s) with the response(s) for further stages. The said usage does not confer any right and/or claim of any sort and/or manner on the responder(s) for this EoI and/or tender irrespective of the outcome of this EoI.

**7(l).** The responder 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 EOI process.

**7(m).** Consortium and joint venture responses are not allowed, in any case.

**7(n).** The companies/firms banned or blacklisted by Govt. / PSU. Institutions in India will not be eligible to participate. An undertaking to this effect signed by authorized signatory has to be submitted

**7(o).** At later stages during invitation of financial bid etc. from successful agencies, RECPDCL reserves right to conduct reverse auction.

**7(p).** Empanelment shall be done on sole discretion of RECPDCL including the total numbers of companies to be empanelled with RECPDCL.

**7(q).** RECPDCL reserves the right to withdraw the work & get it completed at the risk & cost of the agency, if performance of the agency is unsatisfactory, to whom work has been awarded. Further, the said agency may be black-listed for a period of one year or more for participating in any of the bids invited by RECPDCL. Also, RECPDCL would be free to intimate such black-listing to various state/central utilities/ Ministry of Power/ State Governments/ Other agencies not to consider the said agency for any assignment including of the same on websites.

**7(r).** RECPDCL reserves right at its discretion to delist Empaneled agencies, who does not participate four times in the financial bid invitation/joint initiative to explore business opportunities etc.

## **8. EARNEST MONEY DEPOSIT (EMD)**

Bidders shall submit, Earnest Money of Rs. 25,000/- (Rs. Twenty Five Thousand only) in the form of irrevocable Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "Annexure-A" or Bank Draft drawn in favor of REC Power Distribution Company Limited payable at New Delhi and shall initially be kept valid up to 180 days. However, bidder shall extend the validity of EMD if process of empanelment stretches beyond 180 days for aforesaid reasons. Tender response not accompanied by the requisite amount of Earnest Money shall be rejected.

Earnest Money shall be forfeited in case of the following:

- a) On refusal to accept empanelment with RECPDCL.
- b) Non submission of Bank Guarantee after selection for empanelment.

The EMD shall be returned without interest:

- a) To all unsuccessful bidders.
- b) To all successful bidders on acceptance of Empanelment with RECPDCL & submission of Bank Guarantee by successful bidder.
- c) In case bidding process is terminated by REC PDCL for any reason.

EMD will also depend on case to case basis depending on joint business initiative/proposal/bidding/work award etc. at the time of inviting financial bid/proposal.

**Note:- Original of requisite EMD to be submitted in original on or before last date of submission of Bid.**



## **9. PERFORMANCE BANK GUARANTEE (PBG)**

Performance Bank Guarantee of Rs 1,00,000/- (refundable) is to be submitted on acceptance of Empanelment with RECPDCL in form of Demand Draft / Bank Guarantee as per prescribed format (Annexure-B) issued in favour of "REC Power Distribution Company Ltd" and payable at New Delhi valid for empanelment period i.e. 02 years plus 03 months claim period. In case of extension of the empanelment period, the validity of PBG shall be extended accordingly as required by RECPDCL.

PBG will also depend on case to case basis depending on joint business initiative/proposal/ work award etc.

## **10. SUBMISSION OF EOI RESPONSE:**

Bidder shall have to submit their responses online through e-tendering website [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC)

### **A. The submission and opening of Bids will be through e-tendering process.**

Bidders can download EOI document from the RECPDCL web site <http://www.recpdcl.in> or [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) or from e-tender link given in RECPDCL website <http://www.recpdcl.in>.

*(Note: To participate in the e-Bid submission, it is mandatory for bidders to have user ID & Password. For this purpose, the bidder has to register itself with REC through Tender Wizard Website given below. Please also note that the bidder has to obtain digital signature token for applying in the tender. In this connection vendor may also obtain the same from Tender Wizard.)*

### **Steps for Registration**

- (i) Go to website <http://www.tenderwizard.com/REC>
- (ii) Click the link 'Register Me'
- (iii) Enter the details about the bidder as per format
- (iv) Click 'Create Profile'
- (v) Bidder will get confirmation with Login ID and Password

### **B. Steps for application for Digital Signature from Tender Wizard:**

Download the Application Form from the website <http://www.tenderwizard.com/REC>. Follow the instructions as provided therein. In case of any assistance you may contact RECPDCL officers whose address/contact no. is given in the EOI.

(1) EOI to be submitted through online mode on website [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) in the prescribed form

### **C. The bidder qualifying under the above criteria should upload legible document in soft copy (i.e. scan) of the pre-qualification response with following documents:**

1. Covering letter duly signed by the authorized signatory/representative of the company in company letter head.
2. Eligibility/ Qualification Criteria Documents as per table in clause 4 above signed by authorised signatory.
3. Valid documentary proof of Service Tax and income tax registration no.(PAN) signed by authorised signatory.
4. Undertaking to the effect that companies/firms are not banned or blacklisted by Govt. / PSU/Institutions in India signed by authorized signatory.
5. Scan Copy of the EMD.

## 11. Last date for submission of EOI:

a) Only complete EOI response submitted through on line mode on or before the due date and time shall be considered. The EOI received by telegraphic/fax/email/off line mode or submitted incomplete or after due date or time shall not be considered.

b) The responses complete in all respects are required to be submitted online latest by on or before 07.01.2016 up to 15:30 hrs & shall be opened on the same day at 16:00 hrs. The agencies or their authorized representative may, if they so desire, be present at the time of opening.

## 12. Evaluation of EOI

### Stage 1

Evaluation of Bidder's Qualification will be carried out based on the information furnished by the Bidder as per the related documentary evidence in support of meeting the Qualification Requirements as specified in Eligibility/ Qualification Criteria. All the bidders are required to submit the respective document of the criteria. Non-availability of information and related documentary evidence for the satisfaction of Qualification Requirements may cause the response to be non-responsive.

The evaluation shall be based on the following evaluation criteria :

Sl. No.	Criteria	Allotment of marks
<b>A.</b>	<b>Experience</b>	
a	The bidder should be operating in the Indian power distribution sector :	
(i)	for last 5 financial years i.e. FY 2010-11 through FY 2014-15	5
(ii)	for last 7 financial years i.e. FY 2009-10 through FY 2014-15	10
(iii)	for last 10 financial years i.e. FY 2006-07 through FY 2014-15	15
b	<b>Overseas Experienced</b>	
(i)	Work in progress/work order received recently for foreign assignment.	10
(ii)	. The bidder should have at least one successful assignment in abroad in power distribution Sector	15
<b>B.</b>	<b>Existing Association with Govt. Organization</b>	
	The bidder having existing operating joint ventures/joint association with government/ government companies (Central/ State) holding not less than 26% equity, in the power distribution sector.	
(i)	Nos of existing joint venture/association companies	2
(ii)	Nos of such existing joint venture/ association companies	3
(iii)	Nos of such existing joint venture/ association companies	4 or more
<b>C</b>	<b>Implementation Experience</b>	
	The bidder should have experience in implementation of Power sector projects including "Power Distribution Licensee" or "Power Distribution Franchisee" in last five years of total project Rs. 500 Cr. and the company should have minimum 26% equity shareholding/revenue sharing in the project.	
(i)	Sum total of Project cost of power distribution sector projects	>Rs. 500 Cr. - < Rs. 1000 Cr.
(ii)	Sum total of Project cost of power distribution sector projects	>Rs. 1000 Cr. - < Rs. 2500 Cr.
(iii)	Sum total of Project cost of power distribution sector projects	> Rs. 2500 Cr.
<b>D.</b>	<b>Financial capability</b>	
	Average annual turnover of last 3 financial years	
(i)		Rs 100 Crores to Rs 200 Crores
(ii)		Rs 200 Crores to Rs 500 Crores
(iii)		More than 500 Crores

**Stage 2**

Such shortlisted responders shall be required to make a detailed presentation including the below mentioned areas:

Sl. No.	Detailed Presentation	Allotment of marks	
1	About their company, operations, and services of mutual importance	10	100
2	Strategy & planning for the joint business initiatives/assignment.	30	
3	Verifiable evidence of record of successful investment and technical competence in power distribution/sector;	30	
4	Financial resources and technical competence not only to distribute power but also to various consultancy assignments in power distribution sector. Qualification and experience of the key staff along with available infrastructure/ equipment's for distribution consultancy assignments.	30	

**Further based on stage-I & Stage-II evaluation, enlistment will be prepared. RECPDCL reserves right to empanel total nos. of agencies based on the total marks obtained by the agencies.**

**BID BANK GUARANTEE (EARNEST MONEY)**

(To be stamped in accordance with Stamp act)

This deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ 2015 by

**(Name of the Bank)**

having one 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 "RECPDCL") which expression shall include its successors and assigns.

WHEREAS RECPDCL has invited tender vide their EOI 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 EOI notice for supply/do the job \_\_\_\_\_ as contained in the tender.

AND WHEREAS the Tender is required to furnish to RECPDCL a Bank Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) as Earnest Money for participation in the Tender aforesaid.

AND WHEREAS, we \_\_\_\_\_

**(Name of Bank)**

have at the request of the tenderer agree 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:-

1. 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 Tender 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.
2. 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.

3. 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 charges 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. up to \_\_\_\_\_ all rights under 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.

**Note:** - The date shall be 180 days from last date of submission of EOI response.

**ANNEXURE – B**  
**PERFORMANCE BANK GUARANTEE (PBG)**

(To be executed upon acceptance of Empanelment with RECPDCL)  
(To be stamped in accordance with Stamp act)

This deed of Guarantee made this ..... day of ..... 2015 by .....  
..... **(Name of the Bank)** having one 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 1016-1023, 10<sup>th</sup>  
Floor, Devika Tower, Nehru Place, New Delhi -110019 (hereinafter called "RECPDCL") which expression shall  
include its successors and assigns.

WHEREAS RECPDCL has invited tender vide their Tender Notice No: .....  
..... Dated ..... 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 **Empanelment of Agencies for jointly  
exploring opportunities in Power Distribution business /carry out the various  
assignment/project/tasks in Distribution Sector** as contained in the tender.

AND WHEREAS the Tender is required to furnish to RECPDCL a Bank Guarantee for a sum of ₹ 1,00,000/- (Rupees  
One Lakh Only) as bank guarantee for the empanelment .

AND WHEREAS, we .....  
..... **(Name of Bank)** have at the request of the tenderer agree 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 ₹  
1,00,000/- (Rupees One Lakh only).

We further agree as follows:-

1. 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 Tender 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.

2. 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.

3. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RECPDCL in writhing and agree that any charges in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTADING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of ₹ 1,00,000/- (Rupees One Lakh 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. up to ..... all rights under 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.

**Note: - Note: The date shall be 90 days after completion of empanelment period.**