



ISO 9001 : 2008 Certified Company
ISO 14001:2004 Certified Company

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
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Regd. Office: Core-4, SCOPE Complex, 7 Lodhi Road, New Delhi-110003, Phone (011) 43091506 Fax: (011) 24365815

Tender No. RECPDCL/HR/e-Tender/2016-17/4/4353 dated 31.03.2017

Notice Inviting Tender

(Tender invited through e-Tendering mode only)

For

Empanelment of Agencies for Providing of Temporary/Flexi Manpower on Contract Basis

Description of task, Pre-qualifying criteria, e-tender submission format and procedure is available on REC Power Distribution Company Limited (RECPDCL) website (www.recpdcl.in), Rural Electrification Corporation (REC) website (www.recindia.nic.in), Central Publication Portal (www.eprocure.gov.in)

Important Dates	
Date of Release of NIT	31.03.2017
Last date for queries / seeking clarification	06.04.2017 upto 11.00hrs
Pre Bid Meeting	07.04.2017 at 11.00AM
Last date of submission of Tender	24.04.2017 upto 3PM
Date of Opening of Technical bid	24.04.2017 at 4PM
Date of Opening of Financial bid	To be intimated later

Note:

1. Online registration shall be done on e-tendering website i.e. www.tenderwizard.com/REC & in general, activation of registration may take 24 hours subject to the submission of all requisite documents required in the process.
2. If there is any clarification based on the pre bid meeting the same shall be uploaded in the RECPDCL and REC's website only.

-Sd-

(S.C. Garg)

Addl. C.E.O

[This document is meant for the exclusive purpose of Agencies participating against this bid and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued]

INDEX

<i>Sl. No.</i>	<i>Section</i>	<i>Particulars</i>	<i>Page No.</i>
1.	Section I	Tender Information	3
2.	Section II	Instructions to Bidders	4-5
3.	Section III	Preface	6-7
4.	Section IV	Scope Of Work	8-10
5.	Section V	Eligibility Criteria	11
6.	Section VI	EMD	12
7.	Section VII	Annexure-I: General terms and Conditions	13
8.	Section VIII	Annexure-II : Special Terms and Conditions	14-19
9.	Section IX	Annexure-III :Technical Bid	20-22
10.	Section X	Financial Bid	23-24
11.	Section XI	Annexure-IV: Financial Bid Format	25
12.	Section XII	Annexure-V: Authorization Letter	26
13.	Section XIII	Annexure-VI: Undertaking by Bidder	27
14.	Section XIV	Annexure-VII: Eligibility Criteria and Pay Package for flexi staff	28-30
15.	Section XV	Annexure-VIII : Bank Guarantee (EMD Format)	31-32
16.	Section XVI	Annexure-IX : Acceptance form for participation in reverse auction	33-34

SECTION-I
TENDER INFORMATION

Name of the assignment: Empanelment of Agencies for Providing of Temporary/Flexi Manpower on Contract Basis

<i>Sl. No.</i>	Event	<i>Dates/Information</i>	
1.	Date of Release of Tender	31.03.2017	
2.	Date of pre bid meeting	07.04.2017 at 11.00AM	
3.	Last Date & Time for online Submission	24.04.2017 upto 3PM	
4.	Date of Opening of Technical Bid	24.04.2017 at 4PM	
5.	Date of Opening of Financial Bid	To be intimated later	
6.	Tender Document	The details can be downloaded free of cost from the websites www.recpdcl.in (or) www.recindia.com (or) www.tenderwizard.com/REC (or) www.eprocure.gov.in	
7.	EMD	Rs.5,50,000/- (Five lakh fifty thousand only).	
8.	Address for pre bid meeting & Bid submission/EMD/PBG	Shri. Subhash Chandra Garg, Addl. C. E. O. REC Power Distribution Company Limited, 4th Floor, KRIBHCO Bhawan, A-10, Sector-I, NOIDA Gautam Budh Nagar, U.P Email- co.delhi@recpdcl.in	
9.	Contact Person	Shri. Ajay Kumar Chief Technical Officer REC Power Distribution Company Limited (RECPDCL) Email- co.delhi@recpdcl.in	Sh. Sunil Bisht Dy. Manager(Tech) REC Power Distribution Company Limited (RECPDCL) Email- hr.delhi@recpdcl.in Contact- 01204383759

Note:

1. An incomplete and/or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.
2. The bidder must attest with seal the original tender document as an acceptance of the TENDER terms and conditions and submit the same along with the tender response. In case of non-compliance the response is liable to be ignored/ summarily rejected.

(Bid shall remain valid for period of 180 days from the last date of bid submission.)

SECTION-II
INSTRUCTIONS TO BIDDERS

Submission of Bid

Bidders shall submit their responses online through e-tendering website www.tenderwizard.com/REC

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

Bidder can download Bid document from the RECPDCL web site i.e. <http://www.recpdcl.in> or www.recindia.nic.in or www.eprocure.gov.in and RECPDCL's e-tendering portal i.e. www.tenderwizard.com/REC

(Note: To participate in the e-Bid submission, it is mandatory for agency to have user ID & Password. For this purpose, the agency has to register them self with REC PDCL through tender Wizard Website given below. Please also note that the agency has to obtain digital signature token of class-III for applying in the Bid. 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 E-tendering as per format
- iv. Click 'Create Profile'
- v. E-tender will get confirmation with Login ID and Password

Note- Online registration shall be done on e-tendering website i.e. www.tenderwizard.com/REC & in general, activation of registration may take 24 hours subject to the submission of all requisite documents required in the process. It is sole responsibility of the bidder to register in advance.

B. Steps for application for Digital Signature from Bid Wizard:

Download the Application Form from the website <http://www.tenderwizard.com/REC> free of cost. Follow the instructions as provided therein. In case of any assistance you may contact RECPDCL officers whose address is given at the Bid.

Bid to be submitted through online mode on website www.tenderwizard.com/REC in the prescribed form.

C. The bidders qualifying the Eligibility criteria mention in Section-V should upload Bid document with duly signed scanned soft copy of the documents given below for the prequalifying response:

Pre- Qualifying Criterion Documents/Technical Bid

Annexure I ----- General terms & condition

Annexure II ----- Special terms & condition

Annexure III-----Technical bid/Eligibility criteria

Annexure IV-----Financial Bid

Annexure V----- Authorization letter by bidder

Annexure VI-----Undertaking by bidder

Annexure IX-----Acceptance for participation in Reverse Auction

EMD of Rs.5,50,000/- (Five lakh fifty thousand only)./- in form of DD or Bank Guarantee in the prescribed format placed at Annexure- VII of the tender document may be drawn from a scheduled commercial bank in favour of The “REC Power Distribution Company Ltd”, Noida and scanned copy to be uploaded and original to be submitted to the below mentioned address:

The all document should be addressed to.

Addl. Chief Executive Officer REC Power Distribution Company Ltd.

4th Floor, KRIBHCO Bhawan, A-10, Sector-I, NOIDA Gautam Budh Nagar, U.P

SECTION-III

Preface

About the company

REC Power Distribution Company Limited (an ISO 9001:2008, ISO 14001:2004 & OHSAS 18001:2007 certified, wholly own subsidiary of Rural Electrification Corporation Limited (REC), A 'Navratna CPSU' under the Ministry of Power, a Company incorporated in July, 2007 to provide value added consultancy assignments in power sector across the country.

Business Activities of REC PDCL

RECPDCL plays a significant role in brightening lives and spreading happiness by rendering expert consultancy services in power sector to strengthen and augment the power distribution network in India. RECPDCL is engaged in providing value added consultancy services in power sector arena covering Power Generation, Transmission & Distribution (T&D), Renewable Energy Sector and Energy Efficiency programs including Govt. of India's power schemes for power utilities across the country and various regulatory assignments with CERC/SERCs. It includes the IT Implementation works under R-APDRP Part-A, Construction of Toilets across India under Swachh Vidhaya Abhiyan, Implementing agency for PRGFEE fund of BEE, Monitoring of electrification works of 18452 Un Electrified villages (A flagship program of Govt. of India under Ministry of Power), Project Management Consultancy (PMC) of Substations along with its associated lines, Monitoring, Supervision and inspection work of Electrical Power Distribution Project of RGGVY/NEF/Other departmental works and Feeder Renovation Program (FRP), Feeder separation, HVDS program, Lender's Engineers assignment, DPR preparation for electrical infrastructure projects viz., R-APDRP, IT related assignments in Distribution sector including web based MIS, Energy Audit, Evaluation study for HVDS/Distribution network, AT&C Loss assessment, Cost Data Book preparation, system study and MRI based billing as per the need of the power utilities, State/Central Electricity Regulatory Commission across the country.

RECPDCL requires temporary manpower (flexi manpower) under different categories for working in different projects sites across the country as well as at RECPDCL's corporate office at New Delhi on fixed terms basis for meeting the periodical manpower requirements. To meet the above requirements, RECPDCL invite Technical bid from reputed, well established and financially sound manpower agencies for supply of temporary / flexi manpower viz., Graduate Engineers, Diploma Engineers in Electrical Engineering, Mechanical Engineering, Civil Engineering, Information Technology (IT) Discipline, ITI (Electrical), Data Entry Operators, Executives in HR and Finance Discipline on contractual basis, most of the manpower requirements are from Electrical Engineering discipline. The detailed qualification and pay packages is mentioned at Annexure VII of this bid document. The flexi manpower shall be ready to work in projects across the country. The detailed Tender document is available at www.recpdcl.in or www.recindia.nic.in.

1.1 Our current 1100nos of Flexi manpower in various categories is as under:

S. No.	Designation	CTC at joining (per month in Rs.)
1	Site Engineer	26000
2	Assistant Site Engineer	20000
3	Supervisor	16000
4	Data Entry Operator	16000

5	Sr. Site Engineer	36000
6	Peon/Office Assistant	Minimum wages for unskilled staff
7	Sr. Asst. (Tech./Admin/HR/Accounts)	21000
8	HR Executive	26000
9	Accounts Executive	35000
10	Assistant Executive Finance	30000
11	IT engineer	26000
12	Sr. HR Executive	36000
13	MIS Executive	26000
14	Legal Executive	26000
15	Technical Coordinator	25000
16	Consultant	36400
		49400
17	Caretaker	14000
18	Executive BD	26000
19	Quality Control Supervisor	30000
20	Accounts helper	Minimum wages for semi-skilled Staff
21	Business Analyst	70000
22	Executive CS	32000
23	Liasoining officer	25000
24	Sr. Development Engineer	50000

Section- IV
SCOPE OF WORK/SERVICES

1. The empanelled agency is required to provide Flexi Staffs for various job requirements at different locations for the period as required by RECPDCL which may be 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 by RECPDCL as per availability of work/contract which the Agency will follow.
2. RECPDCL will not bear any obligation for permanent employment of the flexi staff since these staffs will be on the rolls of the service provider (agency), 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 (agency) strictly in terms of the applicable legislations. Payments wherever needed to be deposited to the applicable statutory authorities shall be ensured by the Agency.
5. The list of short-listed manpower as per the specifications/ job requirements may be provided by the service provider to RECPDCL as per the requirement of RECPDCL within 7 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 shall prepare all files and relevant documents pertaining to the candidates to be interviewed. In this process, the agency shall 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 flexi staffs along with contribution to PF, ESI etc. shall be made by the service provider (agency).
8. Any training to be provided by RECPDCL shall be coordinated at the cost of RECPDCL by the service provider.
9. All flexi staffs shall report to the officer(s) designated by the RECPDCL as per the directive of RECPDCL.
10. 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 their willingness to carry out the said jobs with due efficiency and performance standard. (Requisite skill sets for Flexi Staff Requirements of Flexi Staff is enclosed at Annexure-VII).

11. The existing approx. 1100nos of flexi manpower of RECPDCL shall be transferred to empanelled agencies in the ratio of 70% to L1 bidder & 30% to other empanelled bidders who matches to L1bidder rates on the basis of capability, performance etc. of agency. However RECPDCL reserves the right to amend the manpower transfer % on the basis of capability, performance etc. of the agency.
12. RECPDCL shall have the right to ask other technically qualified bidders ('L2' and above) to match the rate quoted by the 'L1' Agency. The empanelment of agencies who have agreed for matching the rate quoted by 'L1' agency will also be empanelled. Further, RECPDCL reserves its right to empanel and engage more than one agency at its sole discretion.
13. The agency shall not charge any fees for transfer of manpower from existing agency (ies).
14. Other matters like joining formalities, issuance of appointment letters, Identity Cards, Pay Slips, issue of service certificates, etc. shall be handled by the agency.
15. The agency shall be responsible for verification regarding flexi staff's educational background
16. The agency shall be responsible for verification regarding flexi staff's educational background previous experience etc. In case any fraud, RECPDCL shall not release the one time recruitment fee & service fee of the respective flexi staff, if same is already paid then it will be recovered from the agency.
17. All records/personal file of each flexi staff shall be maintained by agency only and shall be shared with RECPDCL if and when required.
18. Plastic ID card shall be issued to each flexi staff by the empanelled agency.
19. Senior officials of empanelled agencies shall have to attend review meeting fortnightly/monthly/quarterly Agency as and when required by RECPDCL.
20. In case of not closing the openings as per the requirement of RECPDCL, all interview arrangement expenses including venue, travelling of officers and others if any, shall be reimbursed by empanelled agency.
21. Agency shall provide Online Time & Attendance Management system and Leave module to RECPDCL's officials & respective flexi staff as well
22. Agency shall provide the access of Payroll Software to RECPDCL's officials
23. Agency shall provide TA/DA portal & its customization as per the requirement of RECPDCL
24. Agency shall provide the portal for Assets allocation and its management
25. Agency shall provide access of platform i.e. mobile app/portal to each flexi staff to address their various issues like salary slip, extension letters, appointment letters, declarations etc.
26. Agency shall provide a dedicated resource/helpline no. to flexi staff to address their miscellaneous grievances
27. Agency shall furnish its escalation matrix to RECPDCL
28. Upon selection of a candidate for deploying to work with RECPDCL the Agency shall immediately

provide the appointment letter to the candidate along with a copy to RECPDCL indicating there in the breakup of the salary to be offered to that contract staff along with other terms and conditions.

29. The Agency shall provide Form 16 to all the casual staff and copy to RECPDCL at the end of the financial year.
30. In case of not providing the appointment letter on time, the agency shall pay the salary of candidate which shall be paid later from RECPDCL.
31. The Agency should enclose proof of payments made to the flexi staff deployed to work with RECPDCL for the previous month.
32. 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 for each flexi staff deployed to work with RECPDCL should be enclosed with the bill.
33. In case, RECPDCL receives any complaint regarding non-payment of salary/wages to the flexi staff deployed to work with RECPDCL, the amount payable to the flexi will be recovered from the amount payable to the Agency from the Bill and paid to such flexi staff.
34. The attendance cycle of flexi staff shall be considered from 21st to 20th of the next month in order to pay the salary of flexi staff on the first working day of the month. Agency shall have to submit the invoice accordingly.
35. RECPDCL will made the payment to agency subsequently based on the invoice data, accordingly salary of each flexi staff shall be disbursed by the agency on the first working day of the month.

Section V

Eligibility Criteria

Eligibility Criteria:-The Bidder should meet the following criteria for evaluation of bids.

Mandatory Requirements to meet the Eligibility Criteria:

(i) **Experience:**

- The Bidder should have minimum four (4) years' experience in providing skilled manpower like Engineers, Diploma Engineers, ITI, Executives in Human Resources, Executives in Finance and Engineers in IT.
- The bidders should have placed skilled manpower of a minimum of 500(out of which 300 Electrical Engineers) numbers in leading companies in Govt. / Public sector during the past 4 years. The bidder should submit the relevant records in proof of providing skilled manpower of minimum 500 no. viz., Letter of Award of contract, Agreement copy, PF Records or any other proof of relevant record in this regard.

(ii) **PAN India presence:** The Bidders should have offices minimum in 10 states.

(iii) **Turnover:** The turnover of bidder from operations in last 4 financial years FY 2012-13, 2013-14, 2014-15 and 2015-16) and till the tender submission date on Indian operations for providing temporary manpower alone should be minimum Rs.7 Crores (Rupees seven crores only) in each financial year consequently.

(iv) The bidder must have successfully executed at similar works of supplying of flexi manpower (meeting any of the below criteria) in the last 7 financial years and till the tender submission date. The bidder should submit the relevant records in proof of providing the values of work orders viz., salary invoice copy, salary pay out registers or any other proof of relevant record in this regard.

- One order covering supply of flexi manpower with the value greater than Rs.8 Crore.
- Or
- Two order covering supply of flexi manpower with the value greater than Rs.5 Crore.

Section VI

EMD

1. Earnest Money Deposit (EMD): -

Bidders shall submit along with the tenders Earnest Money of Rs.5,50,000/₹ (Rupees fifty lakh fifty thousand only) in the form of a Demand Draft drawn in favour of "REC Power Distribution Company Ltd", payable at New Delhi or Bank Guarantee as per the format prescribed in **(Annexure 'VII')**. Bids not accompanied by the requisite amount of earnest money shall be rejected.

The EMD shall be returned without interest: -

- (a) To the unsuccessful bidders after the award of contract to the successful bidder.
- (b) In case bidding process is terminated by RECPDCL for any reason.

Section VII

ANNEXURE-I

GENERAL TERMS AND CONDITIONS

1. Definition of Terms

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 4th Floor, KRIBHCO Bhawan, A-10, Sector-I, NOIDA Gautam Budh Nagar, U.P

- (a) EMD shall mean Earnest Money Deposit.
- (b) Security Deposit shall mean Security Deposit against Contract awarded.
- (c) Bidder shall mean any applicant who is submitting the bid in reference to this document.
- (d) Agency shall mean the 'Bidder' whose bid will be accepted by RECPDCL as per this tender and shall include such successful Bidder, its legal representatives, successors and permitted assigns.
- (e) Performance guarantee, security shall mean and include the Bank Guarantee in form of Performance Bond.

2. Receipt and opening of Tenders

- (a) Bids duly filled in will be received up to the time and date fixed for submission of tender and opened on the date and time indicated in the letter inviting Bids. The Bids will be opened and the Bidders or their authorized representative may, if they so desire be present at the time of opening of Bids.
- (b) **Timeline for Submission of Bids:** If due date of receipt of Bids and/or that of opening of Bid happens to be a closed day(s), the Bids would be received and opened on the next working day but the time of receipt and of opening will be remain the same.
- (c) RECPDCL reserves the right to postpone and/or extend the date of receipt/opening of Bids 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 Company.
- (d) The Bidders should have offices minimum in 10 states.

3. Preparation of Tender

- (a) The Bidders are required to submit the bid through E-Tender mode only after satisfying each and every condition laid down in the Bid documents.
- (b) All rates shall be written both in figures and in words. In case of discrepancy between the words and the figures, the rates indicated in words shall prevail.

- 4.** No bidder should have been blacklisted /debarred from being participated or executing contract with any of PSU or Public Agency or Institution, as the case may be during the last 4 years for the reason whatsoever.

Section- VIII

ANNEXURE-II

SPECIAL TERMS AND CONDITIONS

1. *The Bidder should submit Technical Bid & Financial Bid only as per format along with all Annexure I – IX.*
2. *The contracting agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other company/firm/agency without the prior written consent of RECPDCL.*
3. *The tenderer will be bound by the details furnished by him/her to RECPDCL, while submitting the tender document or at subsequent stage.in case of any such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.*
4. *Each bidder should submit ONLY SINGLE bid. Submission or participation in more than one bid will cause disqualification of all the proposals submitted by the bidder.*
5. *RECPDCL reserves the right to accept or reject any or all bid requests without assigning any reason. RECPDCL reserves the right to waive off any shortfalls; accept the whole, accept part of or reject any or all responses to this tender.*
6. *RECPDCL reserves the right to cancel the tender at any stage and call for fresh tender.*
7. *RECPDCL reserves the right to modify, expand, restrict, scrap, re-float the tender without assigning any reason for the same.*
8. *The responder 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 tender process.*
9. *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.*
10. *Bids must be submitted in English language only.*
11. *Validity of Bid is 180 days from the date of the opening of bid.*
12. *No price escalation is applicable on account of any statutory payments increase or fresh imposition of custom duty, excise duty, sales tax or duty leviable in respect of the major components in the said acceptance of the tender.*
13. *EMDs received late due to postal delay etc. will not be considered.*
14. *Bidder's quoted rates should be firm and fixed. No price variation and escalation will be allowed.*

15. *Incomplete, telegraphic or conditional tenders are not accepted.*
16. *Canvassing in any manner is strictly prohibited. The same will lead to rejection of the submitted bid*
17. *If due to any reason the due date is declared as a holiday, the tender will be opened on next working day at the same time.*
18. *The technical bid shall be opened on 24.04.2017 at 16:00 Hrs in RECPDCL office, Noida, UP in the presence of such Bidders /their representatives, who desire to be present at the time of opening.*
19. *The bidders quoting abnormally low/high price may be rejected from consideration during bid analysis.*
20. *The bid validity of less than six (6) months shall not be considered. The validity can be further extended with mutual consent*
21. RECPDCL reserves the right to verify the credentials of the Bidder from the third party.
22. *Bidders submitting a bid 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 Bid. Bidder shall have to furnish an undertaking as per the format prescribed in **Annexure 'VII'**. Bids received on Condition basis (Conditional Bid) shall be summarily rejected*
23. *Initially the contract will be awarded for a period of 3 years, which can be extended for a further period of 2 year (1 Year at a time) on the same terms and conditions based with mutual consent.*
24. *The successful bidder, who are empanelled with RECPDCL and to whom the work has been awarded are required to execute the agreement with RECPDCL to its satisfaction. Further, these agencies are required to furnish a Bank Guarantee as Security Deposit for the value equivalent to one month average salary & service fee expected to be disbursed and to be valid for the period of the contract plus three months for claim period. Such Bank Guarantee amount must be increased by the Agency as and when asked by RECPDCL to do so to match it with 1 month average salary.*
25. *RECPDCL may empanel more than one agency, if required, who meets the eligibility criteria as per this tender condition. RECPDCL reserves the right to award work to one or more empanelled agencies in part or full at its sole discretion.*
26. ***Contract can be terminated by either party by giving one month notice in advance. In case the notice is not given by agency, an amount equivalent to one month's wages/security deposit shall be forfeited. In case RECPDCL revokes the contract without notice of one month, RECPDCL shall be liable to pay one month's wages to the agency.***
27. *RECPDCL may short terminate the contract any time at its sole discretion (if the performance is not up to the mark).*
28. *The agency shall not charge any fees for transfer of manpower from existing agency(ies).*
29. *RECPDCL shall have the option to increase the CTC payable to the flexi staffs subject to minimum salary/wages payable under applicable Govt. guidelines/Statutory provisions. The agency shall provide the change in CTC as per the advice of RECPDCL.*

30. *L1 Agency shall be given preference for awarding/ assigning work at the sole discretion of RECPDCL. Further, RECPDCL reserve right to split work between empanelled agency(ies) as per the requirement of RECPDCL.*
31. *In case of the agency backs out on award of work, the EMD paid by the agency shall be forfeited.*
32. *Any act or the part of the Bidder to influence anybody in RECPDCL at any stage is liable to rejection of the Bid or termination of contract.*
33. That the Agency shall comply with all the legal requirements including provisions under Minimum Wages Act, 1948, obtaining license under Contract Labour (R&A) Act, 1970, registration with EPF and ESIC as may be applicable from time to time.
34. The Agency is required to get ESI card made for each person deployed to work with RECPDCL as flexi staff within 1(one) month of the joining of such a person. In case ESI card is not made and there is any medical emergency, expenditure incurred by the staff shall be deducted from the payment to be made to the Agency.
35. The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract including the Arbitration process.
36. The Flexi Staff upon joining, shall submit himself /herself to the orders of the RECPDCL and of the Officers/Authorities under whom he/she may from time to time be placed by the RECPDCL during the period of contract and shall at all times obey the rules prescribed and shall whenever required to perform such duties as may be assigned to the candidate by the CEO or any other officer of the RECPDCL.
37. The Flexi Manpower shall work efficiently and diligently and to the best of his/her ability as a part of RECPDCL and that he/she will devote his/her whole time to the duties of the service and shall not engage directly or indirectly in any trade/business or occupation on his/her own account that he/she shall not (except in case of accident or sickness certified by a Civil Surgeon/Authorized Medical Officer) abstain from duties without having first obtained permission from the concerned controlling officer or any other authorized Officer. The flexi Staff shall not be entitled for remuneration for the period of absence.
38. The RECPDCL reserves the right to redeploy the services of the candidate within the Company during the currency of this agreement depending upon the requirement of the RECPDCL. The candidate has agreed to work wherever he/she is posted or wherever his/her services are required by the RECPDCL and will be utilized across the country for executing various projects.
39. All Flexi Staff are expected to wear prescribed dress code. Jeans, Skirts, T-shirt, Middy, Maxi, shorts are strictly not allowed.
40. The Agency shall provide flexi Staff whose age shall be more than 18 years and other mandatory compliance as per the prevailing law is to be complied.
41. That the flexi Staff shall work under overall supervision and direction of RECPDCL.
42. That the Agency shall be solely responsible for payment of wages/ salaries and statutory dues to provide all the benefits viz. PF, ESI, Bonus, etc., to the eligible staff engaged by the agency for RECPDCL's work.

43. Bid must be unconditional. Each Bidder should submit only one bid. No alternate bids from the same Bidder will be considered. In such a case all the bids of the Bidder will be rejected outright.
44. Temporary/ flexi manpower shall carry out such other duties as are entrusted to them from time to time.
45. Furthermore, if any person already working with RECPDCL either directly of these some other agency is allowed to join, the onetime recruitment charge shall not be paid for such recruitment.
46. Moreover, at any stage, the empanelled agencies shall not have any objection for recruitment of any person allowed at the sole discretion of RECPDCL, through some other agency and the agency shall ensure prompt lawful discharge of such candidates without protest/demure/damages to enable earliest joining by the person to the prospective agency.
47. RECPDCL may extend these services to its holding company viz., REC Ltd. and also other subsidiaries of REC Ltd. The agency empanelled should be willing to extend the same as per requirements on the same terms and conditions from time to time with the separate agreement/billings.
48. RECPDCL is free for hiring any manpower from any of the empanelled agencies at its sole discretion.
49. Further, additional monthly service charges shall be given on the discounted service charges offered by L1 bidder as per the below table: -

Category	Monthly CTC Range (in Rs.)	Additional % on discounted base service charges
A	Below 50,000	Prices quoted by L1 bidder
B	50000 to 75000	15% on L1 prices
C	75001 & above	25% on L1 prices

50. Liquidated damages:

- (a) Time is essence of the contract.
- (b) The manpower agency is expected to deliver the services of supply of manpower as per the requirement of RECPDCL. Further, the agency has to arrange sufficient number of candidates in a timely manner. During the selection process/ interview adequate follow up/ arrangement are made to be made by the agency to ensure that the selected person shall join within reasonable time. If there is repeated deficiency in terms of service by the service provider, RECPDCL shall recover the all incurred including venue, travelling of officers and others if any from the empanelled agencies.
- (c) In case the candidates/ manpower supplied by the agency leave/abandon the job within three months from their joining, the agency shall have to provide replacement of flexi staff without charging extra fee. Onetime fee shall be payable to agency only after completion of 3 months of continuous service from the date of joining by the particular candidate.
- (d) In case of any delay in payment to any of its employee deployed by the agency in RECPDCL beyond 3 working days, upon credit of payment towards salary by RECPDCL, a non-refundable penalty of Rs.250/- per day per employee shall be recovered from the agency by RECPDCL for each case of default.
- (e) The agency shall be responsible for verification regarding flexi staff's educational background, previous experience etc. In case any fraud with respect to verification of candidates, RECPDCL

shall not release the one time recruitment fee & monthly service fee of the respective flexi staff, if same is already paid then it will be recovered from the agency.

- (f) Liquidated Damages can be recovered from any dues of the successful bidder.

51. Termination of services

- (a) The contractual appointment shall cease to exist automatically at the end of the date mentioned in the contract agreement without any separate notice to the candidate.
- (b) RECPDCL may short terminate the contract at its sole discretion by giving one month notice to the agency in writing at any time during the period without any cause assigned.
- (c) The RECPDCL shall terminate the services of the flexi Staff without any prior notice, if RECPDCL is satisfied on Medical grounds that the candidate is unfit and is likely for consideration to continue to be unfit for reasons of ill-health for the discharge of his/her duties. Provided always that the decision of the RECPDCL shall be final and binding on the candidate.
- (d) The RECPDCL or its officers having proper authority, shall terminate the services, without any prior notice to the candidate found to be prima-facie guilty of any in-subordination, intemperance, moral turpitude or other misconduct, participation in strikes/ agitations/ Union/ Association or of any breach or non-performance of any of the provisions of these conditions or if otherwise found unsuitable for the efficient performance of his/her duties.
- (e) The RECPDCL or its authorized officers shall dismiss the candidate from the contract by giving one month notice to the candidate in writing at any time during the service without any cause assigned.
- (f) During the period of employment performance shall be assessed by the RECPDCL and the employment can be short terminated based on the performance.
- (g) In case of dispute, interpretation /decision of RECPDCL will be treated as final. RECPDCL reserves the right to accept or reject in part or full any or all the Bids without assigning any reason whatsoever.

52. The details of the eligibility criteria and pay package are given in **Annexure 'VII'** of the tender document.

53. The candidate should be ready to work across the country as per the requirements of RECPDCL.

54. Holidays shall be applicable according to Company's rules and regulation.

55. Governing Law and Disputes

- a. 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 Chairman, RECPDCL. 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 Chairman, RECPDCL. 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 the arbitration shall be New Delhi, India.

- b. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties. 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 references to Arbitration, the parties shall continue to perform their respective work/obligation under the contract.

56. **Performance Security:**

- a. The agency is required to deposit immediately after the issuance of work order, a Performance Security in the form of Bank Guarantee or Demand Draft (DD), an amount of *value equivalent to one month average salary & service fee expected to be disbursed and to be valid for the period of the contract plus three months for claim period. Such Bank Guarantee amount must be increased by the Agency as and when asked by RECPDCL to do so to match it with 1 month average salary* for the due performance and fulfilment of the contract by selected bidder in the format placed at Annexure – VIII
- b. The Performance Bank Guarantee may be drawn from a scheduled commercial bank in favour of The “REC Power Distribution Company Ltd”, New Delhi.
- c. The Performance Bank Guarantee may be discharged/ returned by the RECPDCL after the completion of the contract upon being satisfied for the performance of the obligations of selected bidder under the contract.
- d. Failing to comply with the above requirement, or failure to enter into contract within 30 days or within such other extended period, as may be decided by the CEO, RECPDCL shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.
- e. In the event, the firm being unable to provide the services, during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by RECPDCL
- f. No Bank Charges/ interest shall be payable for the Performance Bank Guarantee.

57. **Charges and Payments**

- (a) Bills chargeable to the RECPDCL shall be paid after every month of services rendered if found in order. RECPDCL will provide Attendance data based on which invoice will be raised by Empanelled Agency. The payment will be made subsequently based on the invoice data.
- (b) The reimbursement of miscellaneous expenses as well as tours and travelling expenses as may be allowed by RECPDCL based on the original claims, records of which shall be retained by and be the properties of RECPDCL, the same shall be paid to each such candidate within 3 working days by the agency on the receipt of such amount from RECPDCL.

58. RECPDCL may opt for the reverse auction process at its sole discretion.

59. Monthly CTC shall include team leader/group leader/miscellaneous allowance & yearly increment etc. which are given on monthly basis.

Section- IX

Annexure-III

Technical Bid

Part I

S. No	Description	Documents required (Copy)
1	Name of the firm	
2	Company Profile	To be enclosed
3	Name(s) of the Proprietor/Partners/ Directors	
4	Registration No. of the firm with proof of registration:	Registration Certificate
5	Registered Address of the Bidder Telephone No. Fax No.	
6	E-mail Address	
7	Name of the Contact Person Telephone/Mobile No.	
8	Tax Identification Number (TIN) / Sales Tax No.	
9	Service Tax Registration No. (SRN)	
10	Details of Earnest Money Deposit Name of the Bank Demand Draft No. & Date/ Bank Guarantee Details	
11	Net profit of the firm in Indian operations during Last 4 years (FY 2012-13, 2013 – 14, 2014-15 & FY 2015 - 16) from temp staff	Copies of audited results/balance sheets to be enclosed
12	Detailed flow chart for implementation of project/ Providing the service to RECPDCL as per the requirement	To be attached
13	Details of regular employees in the firm:	To be mentioned
14	Corporate Organogram:	To be attached

15	Whether any legal suit/ criminal case pending or contemplated or legal notice having being served to this effect against the Proprietor of the Bidder (in case of Proprietorship), Partner of the Bidder (in case of Partnership), any of its Directors (in case of Pvt. Ltd. Company) or against the Bidder on grounds of moral turpitude or for violation of any of the laws in-force or for blacklisting /debarred from bidding. The Bidder should provide an undertaking for the same in the format as enclosed at Annexure 'V' .	Photo copies
16	Proposed team for the project including their qualification and experience in handling similar projects:	Details to be attached
17	Proposed implementation plan/methodology with time frame:	To be attached
18	Banking arrangement with salary transfer facility through strong banking network at multiple locations on all India basis.	Evidence to be attached
19	Any other information:	

Part II

S. No	Description	Documents required (copy)
Mandatory Requirements (As stipulated in the Eligibility Criteria)		
1	Experience: a. Number of years of experience in providing similar manpower as stipulated in Para 1.1. b. The no. of flexi/ temporary staff placed for the past 4 years.	Relevant records in proof of providing skilled manpower like Letter of Award of Contract, Agreement copy, PF Records or any other relevant proof
2	PAN India Presence: No. of office locations & business operations for temporary staffing in India	Name and address of Places & contact details
3	Turn over: Turn over from operations in the last 4 years on Indian operations from supply of temporary staffing business:	Copies of audited results/balance sheets and other relevant records
4	List of organizations where manpower supply services provided with the details	Clients list with documentary proof and their Turnover (in crores)
5	Proof of work orders of flexi manpower supply	Salary invoice, Pay out registers of any other proof if any

Other Mandatory Requirements		
1	Whether Bidder is registered & license holder under:-	Documents to be attached
	Contract Labour (Regulation & Abolition) Act	Proof of Documents
	ESI Act	
	Provident Fund Act	
	Service Tax under Central Excise Act	
2	Whether the Bidder has a Permanent Account Number (PAN)	Photo copies to be enclosed
3	Whether the Bidder has a Tax Deduction and Collection Account Number (TAN)	Photo copies
4	Copy of Service Tax and Income Tax returns submitted for FY 2012-13, 2013-14, 2014-15 and 2015-16)	Photo copies

Section X
Financial Bid

- (i) Financial bids shall be opened in respect of those bidders only who fulfil the eligibility criteria and technical specifications as mentioned in the tender.
- (i) The rates quoted shall be valid shall be valid for complete contract period & extension period, if any.
- (ii) In case the candidates leave/abandon the job within three months from their joining, the agency shall have to provide replacement without charging any fees. Onetime fee shall be payable to agency only after completion of three months by a particular candidate.
- (iii) One time Recruitment charges for flexi staff may be quoted in lump sum strictly as per the Financial Bid format provided in the annexure of the bid including all necessary activities from recruitment to contract signing.
- (iv) All the statutory guidelines of Govt. of India for payment of wages, leave, medical, PF, ESI, etc. shall be complied with by the agency and shall be adhered to by the service provider (agency) strictly in terms of the applicable legislations.
- (v) The Financial Bid format (to be filled by bidder) is enclosed as **Annexure 'IV'**.
- (vi) The given discounted service charges shall be rounded off to nearest rupees offer.

Evaluation method for Financial Bid:

- (i) The bidder has to give the percentage discount on the following base service charges & one time recruitment charges. **The bidder who will offer the maximum/highest percentage discount shall be declared as L1 bidder.**

Sr. No.	Particulars	base service charges & one time recruitment fee (in INR)
1	Monthly service charge for each flexi staff	854
2	One time recruitment fee for each flexi staff	3300

Payment of service fee & one time recruitment charges shall be made to empanel agency based on the discount offered by L1 bidder. The quoted discount shall be applicable for above both categories.

Illustration has been given as under:-

Sr. No.	Particulars	base service charges & one time recruitment fee (in INR)	% Discount offered	Offered discounted service charges & one time recruitment fee (in INR)
1	Monthly service charge for each flexi staff	854	10%	768
2	One time recruitment fee for each flexi staff	3300		2970

Further, additional monthly % service charges shall be given on the discounted service charges offered by L1 bidder as per the below table: -

Category	Monthly CTC Range (in Rs.)	Additional % on discounted base service charges
A	Below 50,000	Prices quoted by L1 bidder
B	50000 to 75000	15% on L1 prices
C	75001 & above	25% on L1 prices

Illustration: -RECPDCL requires 10 years' experience candidate on the monthly CTC of Rs.70000/-.
Monthly service fee for above candidate shall be as under: -

Discounted monthly fee offered by L1 bidder for flexi staff-Rs.768

Additional % charges for experience category =15%

Total monthly service charges for candidate having monthly CTC OF Rs.70,000/-=768+15% of 768
=Rs.883

Section- XI
Financial Bid Format
PROFORMA OF SCHEDULE OF RATES
(To be submitted through online mode only)

Annexure-IV

Bidder Name:

Sr. No.	Particulars	base service charges & one time recruitment fee (in INR)	% Discount offered	Offered discounted service charges & one time recruitment fee (in INR)
1	Monthly service charge for each flexi staff	854		
2	One time recruitment fee for each flexi staff	3300		

Bidders are to quote their rates strictly as per above format

Note: - The quoted discount rate shall be applicable for all above categories & one time recruitment charges

Section- XII

ANNEXURE - V

AUTHORISATION LETTER

I _____certify that I am _____of the Organisation, organised under the laws of _____and that _____who signed the above Bid is authorised to bind the organisation by authority of its governing body.

Authorized Signatory_____

Name_____

Date_____

Designation_____

Section- XIII

ANNEXURE - VI

UNDERTAKING BY THE BIDDER

I, _____, on behalf of _____ (Name of the Bidder) hereby declare that

- (a) I hereby accept all the Terms and Conditions mentioned at **Annexure 'I'** and **Annexure 'II'** of the tender unconditionally. We are aware that conditional bids if quoted shall be summarily rejected. (Acceptance of all the terms and
- (b) conditions as mentioned in **Annexure 'I'** and **Annexure 'II'** of the tender to be duly signed and enclosed with Undertaking)
- (c) Our organization or the staffs to be provided has no business or direct family relationship with member(s) of RECPDCL's employees or persons positioned in or on the Board of these two organizations by whatever process.
- (d) We will comply with all the applicable/ prevailing statutory provisions, laws, acts and Government orders amended/notified during the period of agreement.
- (e) There is no legal suit / criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Bidder (in case of Proprietorship), Partner of the Bidder (in case of Partnership), any of its Directors (in case of Pvt. Ltd. Company) or against the Bidder) on grounds of moral turpitude or for violation of any of the laws in force.
- (f) If the above declaration is found incorrect, the present engagement would be terminated and _____ (Name of the Bidder) would be debarred from any further engagement by RECPDCL ever.
- (g) We have disclosed all the information and the information so provided is true, correct, complete and nothing has been concealed thereof.
- (h) No action of debarring/blacklisting of our company has been done by any of PSU or Public Authority/ Institutions during the last 3 years.

Authorized Signatory:
Designation:
For and on behalf of the firm:
(Name of the firm)
Address:

Place:
Date:
Enclosed:

Acceptance of Annexure 'I' and Annexure 'II' of the tender

Section- XIV

ANNEXURE - VII

Eligibility Criteria and Pay Package details for Temporary/flexi Staff required by RECPDCL

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

1. Sr. Site Engineer:-

Educational qualifications- Graduates in Electrical Engineering preferably with 1st Division or equivalent

Experience –Minimum 5 years

Job description- They are expected to conduct third party quality monitoring/ inspection of works executed under DDJUGY & IPDS/ 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.

CTC- Rs.36, 000/- including conveyance, mobile, stationery/computer use (for MIS reporting) per month. This shall also include PF, ESI, HRA, Insurance, medical, leave and any other statutory requirements.

2. Site Engineers

Educational qualifications- Graduates in Electrical Engineering preferably with 1st Division or equivalent

Experience --0 to 12 months experience.

Job description- They are expected to conduct third party quality monitoring/ inspection of works executed under DDJUGY & IPDS/ 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.

CTC- Rs.26,000/- including conveyance, mobile, stationery/computer use (for MIS reporting) per month. This shall also include PF, ESI, HRA, Insurance, medical, leave and any other statutory requirements.

3. Assistant Site Engineer:-

Educational qualifications- preferably with 1st Division or equivalent

Experience –0-1 year

Job description- They are expected to conduct third party quality monitoring/ inspection of works executed under DDJUGY & IPDS/ 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.

CTC – Rs.20,000/-p.m. including conveyance, mobile, stationery/computer expenses. This shall also include PF, ESI, HRA, Insurance, medical, leave and any other statutory requirements.

4. Supervisor:-

Educational qualifications - ITI Electrical

Experience –0-1 year

Job description- To assist Site Engineers/Assistant Site Engineers in performing their jobs.

CTC – Rs. 16, 000/-p.m. including conveyance, mobile, stationery/computer expenses. This shall also include PF, ESI, HRA, Insurance, medical, leave and nay other statutory requirements.

5. Sr. Assistants(Technical/Admin/HR):-

Educational qualifications- Graduate in any discipline with diploma/certificate in MS Office/computer
Experience – 5 Years

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.

CTC- Rs.21,000/- per month including conveyance, mobile, stationery/computer expenses. This shall also include PF, ESI, HRA, Insurance, medical, leave and nay other statutory requirements.

6. Assistants(Technical/Admin/HR):-

Educational qualifications- Graduate in any discipline with diploma/certificate in MS Office/computer
Experience – 0-1 Year

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.

CTC- Rs.16,000/- per month including conveyance, mobile, stationery/computer expenses. This shall also include PF, ESI, HRA, Insurance, medical, leave and nay other statutory requirements.

7. Sr. HR Executive:-

Educational qualifications- Graduate with MBA (HR)/ (Industrial Relations) or PG Diploma in (IRPM)/HR/Labour relations or equivalent preferably with 1st division or Post Graduate in IRPM/HR etc.

Experience- 5 Years in recruitment, Manpower Planning, Evolution of Policies/ Compensation Packages, Industrial relations, Succession planning ,Reservation policy, Establishment matters, Compliance with Govt. guidelines, Welfare matters, Labour Laws, Office administration, procurement etc.

CTC – Rs.36,000/-p.m. This shall also include PF, ESI, HRA, Insurance, medical, leave and any other statutory requirements.

8. HR Executive:-

Educational qualifications- Graduate with MBA (HR)/ (Industrial Relations) or PG Diploma in (IRPM)/HR/Labour relations or equivalent preferably with 1st division or Post Graduate in IRPM/HR etc.

Experience- 0-1 Year

CTC – Rs.26,000/-p.m. This shall also include PF, ESI, HRA, Insurance, medical, leave and any other statutory requirements.

9. Finance Executive:-

Educational Qualification-ICWA/CA

Experience- 0-1 year

CTC – Rs.30,000/-p.m. This shall also include PF, ESI, HRA, Insurance, medical, leave and any other statutory requirements.

10. Sr. IT Engineer:-

Educational qualifications- B.E. (IT/CS)/BCA/B.Tech(IT/CS)/MCA

Experience- 5 years

Job description:- 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.36,000/-p.m. This shall also include PF, ESI, HRA, Insurance, medical, leave and any other statutory requirements.

11. IT Engineer:-

Educational qualifications- B.E. (IT/CS)/BCA/B.Tech(IT/CS)/MCA

Experience- 0-1 year

CTC – Rs.26,000/-p.m. This shall also include PF, ESI, HRA, Insurance, medical, leave and any other statutory requirements.

9. Any other category of flexi staff as per requirement

Section - XV

Annexure –VIII

BANK GUARANTEE (EARNEST MONEY DEPOSIT) – Format

This deed of Guarantee made this _____ day of _____ 2016 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 registered office at Core- 4, SCOPE Complex-7, Lodhi Road, New Delhi- 110003 (hereinafter called "RECPDCL") which expression shall include its successors and assigns. Whereas RECPDCL 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. Whereas the Tenderer is required to furnish to RECPDCL a Bank Guarantee for a sum of Rs. 1,50,000/- (Rupee One Lakh and fifty thousand Only) valid upto _____ 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:-

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 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.
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 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. up to _____ all rights under this Guarantee shall lapse and Bank be discharged from all liabilities hereunder.

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

Section - XVI

Annexure –IX

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

In a bid to make our entire procurement process more fair and transparent, RECPDCL intends to use the reverse auctions in case to case at sole discretion of RECPDCL when financial bids are invited later on. Techno-Commercially acceptable bidders up to the level of L6 or lower as the case may be shall be allowed to participate in the Reverse Auctioning at sole discretion of RECPDCL.

The following terms and conditions are accepted by the bidder on participation in the bid event:

1. RECPDCL shall provide the user id and password to the authorized representative of the bidder. (Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).
2. RECPDCL decision to award the work would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of RECPDCL, bid process, bid technology, bid documentation and bid details to any other party.
4. The bidder is advised to fully make aware itself of auto bid process and ensure its participation in the event of reverse auction and failing to which RECPDCL will not be liable in any way.
5. In case of bidding through Internet medium, bidders are further advised to ensure availability of the infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of RECPDCL.
6. In case of intranet medium, RECPDCL shall provide the infrastructure to bidders. Further, RECPDCL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid as already available in the system shall become the basis for determining start price of the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by RECPDCL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at site.

10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by RECPDCL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

Signature & Seal of the Bidder

(Authorized Signatory)