



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. RECPDCL-U40101DL2007GOI165779
 Corporate Office: 1016-1023, 10th Floor, Devika Tower, Nehru Place, New Delhi-110019
 Tel: 011-44128755 Fax: 011-44128768, Website: www.recpdcl.in, E-mail: co.delhi@recpdcl.in
 Regd. Office: Core-4, SCOPE Complex, 7 Lodhi Road, New Delhi-110003, Phone (011) 43091506 Fax: (011) 24365815

Notice Inviting Tender

(Tender invited through e-Tendering mode only)

For

Carrying out Interior Renovation Work of Office Space consisting of Furnishing, Electrical, HVAC, Renovation and all allied work of Office Space of 12110 Sq. Ft (Approx.) at 4th Floor, Kribhco Bhawan, A10, Sector -01, Noida for RECPDCL.

No. RECPDCL/ADMIN/ OFFICE SPACE/e-Tender/2016-17/1973 Dated:15.09.2016

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 for E- Tendering mode	
Date of Release of NIT	15.09.2016
Pre Bid Meeting	19.09.2016 at 1530 Hours
Last date of submission of Tender	27.09.2016 till 1230 Hours
Date of Opening of Technical bid	27.09.2016 at 1400 Hours
Date of Opening of Financial bid	To be intimated later

Note:

Online registration shall be done on e-tendering website i.e. 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.

-Sd-

(S.C. Garg)

Addl. CEO

[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]

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SECTION-I

TENDER INFORMATION

Name of the assignment: Carrying out Interior Renovation Work of Office Space consisting of Furnishing, Electrical, HVAC, Renovation and all allied work of Office Space of 12110 Sq. Ft (Approx.) at 4th Floor, Kribhco Bhawan, A10, Sector -01, Noida for RECPDCL.

Important information

Si. No.	Event	Information to the agencies	
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6	Date of Opening of Financial bid	To be intimated later	
7	Pre- Bid Meeting Address	REC Power Distribution Company Limited, 1016-1023, 10 th Floor, Devika Tower, Nehru Place, New Delhi- 110019, India Fax : 011-4128768	
8	Tender Document	The details can be downloaded free of cost from the websites www.recpdcl.in (or) www.recindia.nic.in (or) www.eprocure.gov.in (or) www.tenderwizard.com/REC	
9	EMD #	Rs.5,00,000/-	
10	Address for Bid submission	Shri S. C Garg, Addl. Chief Executive Officer, REC Power Distribution Company Limited, 1016-1023, 10 th Floor, Devika Tower, Nehru Place New Delhi- 110019, India. Phone No : 011-44128752 Email- co.delhi@recpdcl.in	
11	Contact Person	Shri Ajay Kumar, Chief Technical Officer, RECPDCL Phone:011-44128767; Fax:011-44128768 Email- co.delhi@recpdcl.in	Shri L.B Nautiyal, DGM (Civil), RECPDCL Phone:011-44128751; Fax:011-44128768 Email- co.delhi@recpdcl.in

The EMD (Earnest Money Deposit) is to be submitted by all the participating Bidders in the form of demand draft/Bank Guarantee of an amount of Rs.5,00,000/- (Rupees Five Lakhs only/-) of any schedule Indian bank in favor of "REC Power Distribution Company Limited", Payable at New Delhi .The EMD of unsuccessful Bidder will be returned within 180 days from the period of expiry of NIT and EMD of successful Bidder will also be returned after acceptance of work order and submission of PBG (Performance Bank Guaranty) i.e. 10% of the Contract Value (within 30 days from receipt of PBG).

- The bid shall remain valid for a period of 180 days from the date of bid submission.



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SECTION-II

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 Vidhlaya 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 invites E-tender for carrying out interior renovation work of office space of 12110 sq. ft.(approx.) super area on 4th Floor at KRIBHCO BHAWAN, A10, SECTOR -01, NOIDA. The bidders are required to quote through online mode only as per Scope of work and format for techno-commercial bid.

SECTION-III

Instructions to Bidders

3.1 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 website 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 themselves 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 takes 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 Agency qualifying the criteria mention in section VI 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

- 1 Form-I -----Letter of submission of Tender
- 2 Form-II -----Technical Bid
- 3 Form-IV ----- Integrity Pact
- 4 Annexure-A -----Performance Bank Guarantee format
- 5 Annexure-B -----Acceptance form for participation in reverse auction event
- 6 Annexure-C -----Advance Bank Guarantee format



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EMD of Rs.5,00,000/- in form of DD or Bank Guarantee may be drawn from a scheduled commercial bank in favour of “REC Power Distribution Company Ltd”, payable at New Delhi and scanned copy to be uploaded and original to be submitted before the last date & time of Submission of Tender.

Financial Bid

1. Form-III-----Financial Proposal (to be submitted through online mode only)

Financial bid to be submitted in the specific format designed. The same may be downloaded from website www.tenderwizard.com/REC and after filling the form, it is to be uploaded through digital signature.

All the documents should be addressed to:

Addl. Chief Executive Officer

REC Power Distribution Company Ltd.

1016-1023, 10th Floor, Devika Tower,

Nehru Place, New Delhi - 110019

(Note: All papers that comprise the Bid document of the concerned Bid must be numbered. An index of each page should also be provided)

SECTION-IV

SCOPE OF WORK & SERVICE LEVEL AGREEMENT

Detailed Scope of Work

Agency has to complete all interior work including Electrical, HVAC and minor Landscaping as required to complete the work. However the broad scope of work shall include but not limited to the following:

1. Interior Work:

- a. Site evaluation and assessment as per layout.
- b. Execute interior work i.e wooden wall partition, false ceiling (grid and gypsum), Toughened Glass etc. All execution should be as per the layout under supervision of Architect.
- c. Development of concept of execution plan as per functional requirement to the satisfaction of RECPDCL.
- d. If any changes is required in the working layout, prior permission to be taken from RECPDCL.
- e. Execution of installation of fixed items of work, loose furniture & interior related civil works i.e floor tiles, sanitation work, plumbing work, painting etc.
- f. Execution quantity may increase or decrease at the time of execution to the satisfaction of RECPDCL.
- g. Revise the concept plan of the area as per the direction of Technical Team of REC PDCL & Agency, if required.
- h. Submit detailed furniture layout Plan.
- i. Execution of electrical fittings and fixtures only after approval of Detail layout & drawings.
- j. Installation of CCTV and allied wiring for security & surveillance purpose.
- k. Suggestion and selection of brands, materials, equipment and other interior related elements etc. should be done in consultation with REC PDCL only.
- l. Installation of UPS and allied wiring for intranet services.

2. Electrical, HVAC, Plumbing and other auxiliary system design:

- a. Main and Back-up Power system single line diagram
- b. Air-conditioning and ancillary air-conditioning
- c. Fire detection and smoke detector alarm.
- d. Design of Plumbing, Sanitary, drainage.
- e. LAN connection.

Pl. refer our detailed BOQ for more information of the scope of work.

3. Construction and supervision:

- a. Only samples approved by RECPDCL shall be used for various elements and components as per tender specification and drawing.

- b. Project monitoring to be done by experienced Civil, Mechanical & Electrical engineers (degree holder) (One Nos each) at site for monitoring the progress of work. They should offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep RECPDCL informed and render advice on actions, if required.

4. Completion Stage

- a. For the completion of the project, assist RECPDCL in obtaining "Completion/ Occupancy Certificate" from statutory authorities, wherever required.
- b. Obtaining occupancy and completion certificates and related No-Objection Certificates (NOC) from statutory /Local/Governmental agencies/Noida Authority. Obtaining water connection, Power connection, sewage connection & approval from any other offices for occupation/Completion certificates as applicable.
- c. If any work is not provided for in the scope of services but required for completion of interior work, the Agency shall provide the same without any extra cost.

5. Terms & conditions:

Bidders are requested to quote in the Form III. Bidders shall quote their Rates all-inclusive except service tax, which shall be paid extra as applicable. Price quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. Price should be inclusive of all charges due to any kind of appointment of manpower/services on behalf of the bidder if any.

5.1 Payment Terms:

Payment to the selected Agency/interior decorator shall be released in following stages:

Stage	Description	%age of the Payment charges applicable plus Service Tax
1	Complete Dismantling, Receipt of materials for civil works on site, electrical works initialization-conduiting, plumbing work initialization.	10%
2	Water proofing flooring material on site, partition frame work material on site, AC work ducting material on site, completion of plaster and POP punning	10%
3	Completion of flooring, false ceiling, partition and panel skinning, data and electrical wiring, completion of AC ducting & chiller pipes	10%
4	False ceiling boarding and taping, partition pre-finishing, modular furniture inspection at factory, wall & floor tiling of toilet, base work for paints, wall	20%

	cladding and backdrops pre-finishing, installation of all aluminum windows, installation of indoor AC units.	
5	Fixing of all modular furniture, finishing of all false ceiling, installation light & sanitary fixtures, electrical switch works, installation of glass partitions and doors, one coat of paint & polish works, installation of outdoor AC units	30%
6	Virtual completion of all works, finishing of paint, polish, testing and commissioning of AC works and data works	10%
7	On handover	10%

- The quantities are tentative and may vary the requirement of RECPDCL. However, payment shall be made as per actual quantity on agreed rates.
- If any item(s) of work not provided for in the accepted bill of quantities and required to be executed for completion of work, the contractor on receipt of instructions from RECPDCL shall be bound to carry out such items of work at the rate to be decided based on the actual cost of material, consumable, labour deployed, cartage, hire charges for equipment's etc. used, taxes with 10% contractor profit and other contingencies.
- The works comprises the terms and conditions under which RECPDCL may purchase Products or require the performance of Services and/or Work from the Contractor.
- If any services, functions or responsibilities not specifically described herein or in any related documents as inherent, necessary or customary part of the Services or Works or are reasonably required for proper performance of the Services or for proper execution of the Works in accordance with the NIT, they shall be deemed to be included within the scope of Services and Works as if such services, functions or responsibilities were specifically described in this NIT. The Contractor shall be responsible for providing the personnel, equipment and other resources necessary to perform the Work hereunder. The Contractor shall comply with the drawing as prepared by the Contactor and as approved by RECPDCL while executing the Works.
- The bidder shall be responsible for providing (at no additional cost to RECPDCL) any and all additional items that are not expressly included by the terms of this NIT to the extent such items are reasonably required for the achievement of the objectives of the Work and Services. In the event there is increase in the scope of Work and/or Services due to the Contractor's fault and/or the Contractor obtains any information that leads it to believe that certain additional work is required for the due performance of its obligation under this NIT, then the same shall be performed by the Contractor at no additional cost or expense to RECPDCL.

5.2. Bidders are advised to visit site and its surroundings and satisfy in their own interest before submission of their bids. For any enquiry, bidders may contact DGM (Civil) from 10 AM to 5 PM on all working days.

5.3. Bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.



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- 5.4.** Conditional Bids will be treated as non-responsive and shall be rejected.
- 5.5. Completion Time:** The Time allowed for carrying out the work will be three months, from issuance of the work order.
- 5.6.** If any services not provided for in the scope of services but required for completion of work, the Agency shall provide without any extra cost.
- 5.7.** Submission of a tender by Bidders implies that he has read this notice and has made himself aware of the scope and specifications of the work to be done and of conditions and other factors having a bearing on the execution of the work.
- 5.8.** The competent authority on behalf of the RECPDCL does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the Bidder shall be summarily rejected.
- 5.9.** Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
- 5.10.** The bid for the works shall remain open for acceptance for a period of three months from the date of opening of tenders (financial bid). If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, makes any modifications in the terms and conditions of the tender which are not acceptable to the RECPDCL, then the RECPDCL shall, without prejudice to any other right or remedy, be at liberty to forfeit earnest money as aforesaid.
- 5.11 LIQUIDATED DAMAGES:** For delay in completion of the work, the liquidated damages @ 0.5% per week or part thereof subject to the maximum of 5% of the order value shall be deducted.
- 5.12.** REC PDCL reserves the right to withdraw the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of RECPDCL's action.
- 5.13. MOBILIZATION ADVANCE:**
- If requested by the Contractor, Interest bearing Mobilisation Advance up to a maximum of 10% (ten percent) of the accepted estimated contract value shall be paid to the contractor on acceptance of LOI subject to fulfilling the following conditions. The Bank guarantee towards security of "Mobilisation Advance" should be at least 110% of the advance.
- 5.13.1** Mobilisation advance shall be paid in two stages; the first instalment of 50% of the amount due on account of mobilization advance shall be paid against submission of Bank Guarantee of 110% of the equivalent amount to cover the mobilization advance of first instalment.

5.13.2 The second instalment of the mobilisation advance i.e. 50% of mobilization advance shall be released by the Engineer-in-charge only after the mobilisation of contractor at site along with the equipment, tools & tackles to take up construction activities to the entire satisfaction of the Engineer-in-charge and against submission of separate Bank Guarantee of 110% of equivalent amount to cover the mobilization advance for second instalment. The minimum mobilization that shall be completed to qualify for this instalment shall be jointly agreed upon before release of the first instalment of the advance.

5.13.3 Alternatively, the Contractor may submit a single Bank Guarantee equivalent to 11% of the accepted estimated contract value but the Mobilisation Advance shall be released in two instalments as mentioned above subject to fulfilling the conditions of mobilisation of manpower and equipment at site to the satisfaction of Engineer-in-Charge and decision of Engineer-in-charge in this matter shall be final and binding on the Contractor. The Bank Guarantee for Mobilisation Advance shall be valid till such time the complete recovery of Mobilisation Advance is made or 6 (six) months whichever is later.

5.13.4 The mobilization advance shall bear simple interest @ SBI's PLR rate + 2 % per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such amount shall be made by the deduction from the Contractor's bills on pro-rata basis to the gross value of the work billed in such a way that the entire advance is recovered by the time eighty percent of gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the instalment.

5.13.5 The mobilization advance paid to the contractor shall be used for execution of this contract only and the contractor shall be required to furnish details of expenditure incurred towards mobilization within two months of receipt of the mobilization advance, failing which Owner/ RECPDCL reserve the right to deduct/ encash the Bank Guarantee to the extent mobilization advance has not been utilized. 8.6 RECPDCL shall endeavour to release part or full, the Bank Guarantee against recovered portion of Mobilization Advance to the Contractor, within 30 days after recovery on request of Contractor.

6. CLIENT's ROLE AND RESPONSIBILITIES:

The Client shall discharge all his obligations connected with the project and engagement of the Architect as follows:

- To provide detailed requirements of the project.
- To provide property lease/ ownership documents.
- To provide free access to site for taking necessary measurements of existing site conditions and provide any other related information if available with RECPDCL.
- To furnish specific conditions/ statutory stipulations/ codes of practice/ schedule of rates, etc. desired to be followed.
- To pay all the fees, levies, security deposits and expenses in respect of statutory sanction.
- To give effect to the professional advice of the Architect and cause no changes in the drawings and documents without the consent of the Agency.
- To honour Agency bills within one month of its submission, if found deemed correct.

7. EXECUTION OF THE ASSIGNMENT:

- The Agency shall keep the Client i.e. RECPDCL informed about the progress of work in his office.
- The Agency shall appoint specialised consultants in consultation with the Client, if necessary.
- The Agency will advise the Client on the Time Schedule (Bar Chart/PERT/ CPM Network) prepared by the agency for the completion of work, if required.
- The Agency shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications without prior consent of the Client.
- The Agency shall exercise all reasonable skill, care and diligence in the discharge of his duties and shall exercise such general superintendence and inspection as may be necessary to ensure that works are being executed in accordance with the Conditions of Contract.
- No change shall be made in the approved drawings and specifications at site without the consent of the Architect & RECPDCL.
- Carpet area of 12110 sq. ft. on 4th floors is indicative only and can vary up to plus/ minus 20% and no compensation/claim whatsoever on account of reduction in tentative area of scope will be entertained.
- The agency should follow all the safety practices (as per the industry standard) for execution issued by central & state government.

8. CONTRACT AGREEMENT

- The agency shall execute a formal contract with RECPDCL within specified period from the date of issue of Letter of Acceptance on a non-judicial stamp paper of appropriate value (Rs.100/-). The cost of non-judicial stamp paper shall be borne by the Agency.
- Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed this bid document together with the annexed documents, modifications, deletions agreed upon by RECPDCL and



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bidders acceptance thereof shall constitute a binding contract between the successful Bidder and RECPDCL based on terms contained in the aforesaid documents and the finally submitted and accepted prices

- The Contract document shall consist of the following:
 - i Bidding document.
 - ii Original price Bidding Document along with its enclosures issued.
 - iii Amendment/Corrigendum to original Bidding Document issued, if any.
 - iv Letter of Acceptance.
 - v Detailed letter of Award/Acceptance along with enclosures attached Therewith

9. Termination:

1. The contract shall remain in force till the completion of the contract duration as per scope of work.

2. However, in case, in the opinion of REC PDCL if the agency is not likely to make up for the delay or test checks by REC PDCL are indicating poor quality or the agency is acting in anyway prejudicial to the completion of project or on adoption of unethical practices, the contract may be terminated partly or fully by giving 15 days' notice and the balance works shall be executed at risk and cost of AGENCY after fortify the PBG and encashing of EMD.

3. RECPDCL may, terminate the CONTRACT at any stage of the work for any reasons which shall be recorded in the letter of termination.

4. In case of termination for reasons not attributable to the AGENCY all work/services executed by the AGENCY under this CONTRACT up to the date of termination and accepted by Engineer-in-charge shall be paid by RECPDCL.

5. The AGENCY within or at a time fixed by RECPDCL shall depute his authorized representative for taking joint final measurement of the works executed thus far and submit the final bill as per joint final measurement within 7 days of the date of joint final measurement. The payment, if any, shall be made to AGENCY based on final joint measurement.

10. Force Majeure:

In the even to feather party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely RECPDCL and the Contractor.

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Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid there by, shall notify the other party in writing, the beginning of the cause immediately amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions. RECPDCL shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

11. Settlement of Disputes/Arbitration:

- a. If any dispute(s) or difference(s) of any kind whatsoever arise between the Parties (RECPDCL and Contractor), the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by CEO, RECPDCL.
- b. In the event no amicable resolution or settlement is reached between the parties (RECPDCL and Contractor) 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 CEO, RECPDCL.
- c. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- d. 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.
- e. The venue of the arbitration shall be New Delhi, India. 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 pendente-lite interest during arbitration proceedings.

SECTION-V

GENERAL CONDITIONS OF TENDER

1. The bidder must fulfil the above eligibility criteria/pre-qualifying conditions for evaluation of their bids. Bids of bidders fulfilling the above eligibility/pre-qualifying conditions will only be evaluated by the duly constituted evaluation committee. Bids of the bidders not fulfilling the eligibility/pre-qualifying conditions given above may be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.
2. RECPDCL reserves the right to conduct the reverse auction (if required) for the products/ services being asked in the tender. The terms and conditions for such reverse auction event shall be as per the Acceptance Form attached as Annexure B of this document. The bidders shall mandatorily submit a duly signed copy of the Acceptance Form along with the tender document as a token of acceptance. In case of denial for participation, bidder shall not be entitled for any kind of claim.
3. RECPDCL reserve 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 summarily rejection of the bid.
4. Engagement with RECPDCL does not confer any right to the agencies to be invited for participating in any bids, tender 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.
5. RECPDCL reserves the right to accept or reject any or all requests for engagement without assigning any reason or to accept in parts and engage more than one agencies at its sole discretion.
6. 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 application to participate in the proposed project.
7. RECPDCL reserve the right to waive off any shortfalls; accept the whole, accept part of or reject any or all responses to the Tender.
8. RECPDCL reserve the right to call for fresh tenders at any stage and /or time as per the present and /or envisaged RECPDCL requirements even if the tender is in evaluation stage.
9. RECPDCL reserve the right to modify, expand, restrict, scrap, re-float the tender without assigning any reason for the same.
10. 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 tender process.
11. Consortium and joint venture responses are not allowed, in any case.
12. **Performance Security:**
 - a. The agency need to deposit within ten (10) working days from the date of acceptance of work order, a Performance Security in the form of Bank Guarantee or Demand Draft (DD), for an amount of 10% (Ten per cent) of the contract value for a period of 1 years plus 3 month claim period for the due performance and fulfilment of the contract by your firm in the format placed at Annexure – A.
 - 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 your firm under the contract.
 - d. Failing to comply with the above requirement, or failure to enter into contract within 15 days or within such other extended period, as may be decided by the CEO, RECPDCL



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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.
14. In case of default in your services or denial of services, RECPDCL, at its sole discretion, will be free to avail services of other courier service providers at your "Risk & Cost".
15. In case of continued non-satisfactory performance, RECPDCL have the right to withdraw the work & get completed the work at the risk and cost of the agency. Further the agency may be blacklisted 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.
16. INTEGRITY PACT:-The bidders have to submit integrity pact as per prescribed format on a non-judicial stamp paper of Rs. 100/- in 2 copies duly signed by the person signing the bid. The bidder shall not change the contents of "Integrity Pact".

SECTION-VI

ELIGIBILITY CRITERIA

Pre-Qualifying Criteria for Bidder

- a) The Agency should have valid Pan No. & applicable VAT/Service Tax No.
- b) The Agency should have audited average annual turnover of at least Rs.2.10 Cr for the last three financial years i.e. FY-2013-14, 2014-15 & 2015-16, and in case of non-availability of audited balance sheet for FY-2015-16, audited balance sheet of FY-2012-13, 2013-14 & 2014-15 shall also be considered.
- c) Bidders should have Experience of successfully completing similar works i.e interior work, HVAC Work to CPSUs/SPSUs/ Governmental Organizations/large corporate/MNC (Such large corporate/MNC should have turn over more than Rs.100 Crore) during last 7 years i.e. from 1 September 2009 to 31 August 2016 to be either of the following: -
 - 1) Three similar completed works costing not less than the amount equal to Rs.1.2 Cr of the estimated cost.
or
 - 2) Two similar completed works costing not less than the amount equal to Rs.1.5 Cr of the estimated cost.
or
 - 3) One similar completed work costing not less than the amount equal to Rs.2.4 Cr of the estimated cost.
(Please provide copy of LoA and completion certificate in support of their claim)

Similar Work means Execution work for Interior work (furniture, furnishing, electrical works, HVAC) and other allied works of any building for any CPSUs/SPSUs/ Governmental Organizations/large corporate/MNC (Such large corporate/MNC should have turn over more than Rs.100 Crore).

- d) Bidders should have fully office/ Head Office/ Branch Office in Delhi/NCR.
- e) Agency must not have been blacklisted or deregistered by any government agencies or public sector undertakings before and after submission of their bid. If it happens after submission of the bid then the same be brought to the notice of the employer.
- f) REC PDCL reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have no right for any action or claim against REC PDCL for such rejection.

1. Documents to be enclosed online:

- (i) PAN & applicable VAT/Service Tax No.;
- (ii) Balance Sheet, Statement of Profit & Loss and certificate from CA certifying the turnover for last three financial years;
- (iii) Copy of work orders of similar work executed and completion certificates in support of their claims of executing similar work;
- (iv) Mandatory to submit the duly signed Integrity pact.
- (v) Earnest Money of Rs.5,00,000/- : Scan copy of Demand Draft/pay order be uploaded.(Through offline mode)Demand Draft/pay order of required amount of Earnest Money issued in favor of “REC Power Distribution Company Ltd.” payable at Delhi required to be placed. Following information should be marked on the face of the sealed envelope:

Name of Party.....

Tender No.....

Earnest Money Amount.....

Issuing Bank.....

Date.....

- a. Techno-commercial Bid (online mode only): The following Documents scanned images (preferably in pdf format) each page duly signed by the Authorized Signatory to be uploaded with the on-line Technical Bid (these documents need not be digitally signed):
 - i. Technical Bid (as per format given in Annexure-I) along with integrity pact dully signed.
 - ii. Complete bid document as a token of acceptance of Terms & Conditions & scope of services etc.(Page No. 1-19 of bid document)
 - iii. Documents regarding average annual turnover during the last Three financial year ending March 2016, should be at least Rs 2.1 Cr of the estimated cost.
 - iv. Other Documents required as Per “Pre Qualification Criteria” as per clause no. 2 of bid document.
 - v. PAN & applicable VAT/Service Tax No.
- b. Financial Bid (online mode only): Financial bid as per enclosed Format in Form – III.

- 2. The bids will be received till **27-09-2016** upto 12:30 hrs last date of receipt of bids. e-Technical bids of bidders who have submitted the valid & requisite EMD will be opened on the same date at **27-09-2016** 14:00 hrs in the presence of the representatives of the bidders present.
- 3. The EMD of the bidder shall be forfeited:
 - a. If the bidder withdraws the bid during the period of bid validity.
 - b. In case of successful bidder fails to accept letter of award within the stipulated period

REC Power Distribution Company Limited

mentioned in letter of award, besides forfeiture of EMD, bidder shall not be considered for participation in any bidding process for next three years in RECPDCL.

4. The EMD of successful bidder shall be retained towards making of the security for the performance of the contract and shall only be discharged after successful completion of event or on submission of **PBG**. The EMD of unsuccessful bidders will be returned after completion of bidding process and award of work.
5. The Bidder should inspect the programme venue before filling in and submitting the tender to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.
6. The bid shall remain valid for a period of three months from the date of opening of the bids.
7. 2 (Two) years warranty for the material used in interior work i.e all wooden work, false ceiling work, loose furniture and other pasting work and all equipment work related to IT, Security and Electrical equipment. 05 (Five) years warranty for the HVAC equipment.
8. Bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Transit risk will be of the bidder. Submission of a tender by Bidders implies that he has read this notice and has made himself aware of the scope and specifications of the work to be done and of conditions and other factors having a bearing on the execution of the work.
9. Bidder shall dispose off all the debris generated from the office during the execution of work before submission of final bill, cost of which is assumed to be included in the item rates quoted.
10. The quantities are tentative and may vary to any extent. However, payment shall be made as per actual quantity on agreed rates.

SECTION-VII

TENDER EVALUATION METHODOLOGY

OPENING OF BID:

The Bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at (Form – I) hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid; the time notified remaining the same.

EVALUATION OF BID

PRE-QUALIFYING CRITERIA - Evaluation and comparison of bids will be done as per provisions of Pre-qualifying Criteria supporting documents as proof of pre-qualifying criteria at section – VI.

The RECPDCL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order qualifying to which bids shall be summarily rejected.

PRICE EVALUATION CRITERIA

- 1.1 Bidder should quote their rates/prices in Indian Rupees only which shall be exclusive of all applicable taxes, duties, levies, insurance, transportation etc., applicable for entire scope of work as per Price Schedule included to Form - III of this tender document.
- 1.2 Bids shall be evaluated on the basis of the total evaluated value as per the quoted rates for the services mentioned in Scope of Work. The total evaluated price as per the evaluation methodology mentioned as under at Form - III of this tender document and the other details mentioned therein will be the basis for the evaluation purposes and for arriving at inter-se ranking of the various bidder of the tender.
- 1.3 Bid shall be evaluated through as per the Performa of Schedule rate, i.e. Form-III, which shall be filled by the bidder as a Financial Bid.

AWARD CRITERIA

The purchaser will award the contract to the successful bidder whose bid has been determined to be in full conformity to the bid documents and has been determined as the lowest evaluated bid.



REC Power Distribution Company Limited

FORM-I

Letter for Submission of Tender

To,
Addl. Chief Executive Officer
REC Power Distribution Company Limited,
1016-1023, 10th Floor,
Devika Tower,
Nehru Place, New Delhi-110019

Sub.: Carrying out Interior Renovation Work of Office Space consisting of Furnishing, Electrical, HVAC, Renovation and all allied work of Office Space of 12110 Sq. Ft (Approx.) at Kribhco Bhawan, A10, Sector -01, Noida. For RECPDCL

Sir,

1. With reference to your Tender No. ----- Dated ----- for **Carrying out Interior Renovation Work of Office Space consisting of Furnishing, Electrical, HVAC, Renovation and all allied work of Office Space of 12110 Sq. Ft (Approx.) at Kribhco Bhawan, A10, Sector -01, Noida**, I wish to apply for engagement with RECPDCL as **"Carrying out Interior Renovation Work of Office Space consisting of Furnishing, Electrical, HVAC, Renovation and all allied work of Office Space of 12110 Sq. Ft (Approx.) at Kribhco Bhawan, A10, Sector -01, Noida.**

Further, I hereby certify that

I have read the provisions of the all clauses and confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Tender are acceptable to me and I have not taken any deviation to any clause.

2. I further confirm that any deviation to any clause of Tender found anywhere in my Bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the REC PDCL.
3. Our bid shall remain valid for period of 180 days from the last date of bid submission.

Date:
Place:

Signature.....
Full Name.....
Designation.....
Address.....

Note: In absence of above declaration/certification, the Bid is liable to be rejected and shall not be taken into account for evaluation.

Form-II**TECHNICAL BID**

E-TENDER FOR CARRYING OUT INTERIOR RENOVATION WORK OF OFFICE SPACE CONSISTING OF FURNISHING , ELECTRICAL ,HVAC,RENOVATION AND ALL ALLIED WORK OF OFFICE SPACE OF 12110 SQ. FT(approx.) AT KRIBHCO BHAWAN, A10, SECTOR -01, NOIDA.

1	Detail of Bidder	
	Name	
	Address	
	Contact Person's	
	1. Name & Designation	
	2. Mob. No.	
	3.Email	
2	Pan No.(Please enclose copy)	
3	Service tax No.(Please attach copy)	
4	Avg annual turn over for last 3 years(should be more than Rs.2.1 CR)	(Please attach copies of documentary evidence i.e. certified audited balance sheets or certificate from CA certifying the turnover for last 03 years)
5	Experience of successfully completing similar works during last 7 years i.e from 1 September 2009 to 31 August 2016 . 1) Three similar completed works costing not less than the amount equal to Rs. 1.2 Cr of the estimated cost. or 2) Two similar completed works costing not less than the amount equal to Rs.1.5 Cr of the estimated cost. or 3) One similar completed work costing not less than the amount equal to Rs.2.4 Cr of the estimated cost.	provide copy of LoA and completion certificate in support of their claim
7	EMD details	Amount: Rs.5,00,000/- DD/BC No.: Dated : Drawn on
	Whether the copy of bid document duly signed by the bidder on each page as token of acceptance of the terms & Condition.	Attached/ not attached

(Signatures of authorized signatory)

Name _____

Designation _____

Seal



FORM IV

(To be executed on non-judicial paper)

INTEGRITY PACT

Between

REC Power Distribution Company Limited (REC PDCL) hereinafter referred to as "The Principal",

And

.....hereinafter referred to as "agency for carrying out interior work"

Preamble

The Principal intends to award, under laid down organization procedures, contract/s forThe Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, agency/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder / agency.

- (1) The Bidder / agency commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder /agency will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder / agency will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder / agency will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / agency will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder / agency will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / agency will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Agency, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the agency has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the agency from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the

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available evidences, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the agency can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Consulting agency/Architect/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the agency can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the agency shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all agency

(1) The agency undertakes to demand from all sub-consulting agency a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all agency and Sub-consulting agency.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Punitive Action against violating agency /Sub-consulting agency/

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If the Principal obtains knowledge of conduct of a agency or Sub-consulting agency, or of an employee or a representative or an associate of a agency, Sub-consulting agency\ which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – Independent External Monitors

(1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The agency accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the agency. The agency will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Sub-consulting agency. The Monitor is under contractual obligation to treat the information and documents of the agency or Sub-consulting agency with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the agency. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non- binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the agency to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the agency 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.



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If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder/Consulting agency/Architect/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....

.....

For the Principal For the Bidder/Consulting agency/Architect/Supplier

Place Witness1: (Signature/Name/Address)

Date

Witness2: (Signature/Name/Address)



REC Power Distribution Company Limited

ANNEXURE-A **PERFORMANCE BANK GUARANTEE**

M/s. REC Power Distribution Company Ltd.
1016-23, 10th Floor, Devika Tower,
Nehru Place, New Delhi-110019
India

(With due Rs.100/- stamp duty, if applicable)

OUR LETTER OF GUARANTEE No. :

Date:

Amount:

Valid Date:

Bank Name & Address:

In consideration of REC Power Distribution Company Ltd. having its office at 1016-1023, 10th floor, Devika Towers, Nehru Place, New Delhi (hereinafter referred to as "RECPDCL" which expression shall unless repugnant to the content or meaning there of include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Work Order No. _____ dated _____ with/on as _____ (hereinafter referred to as "The Courier service" which expression unless repugnant to the content or meaning thereof, shall include all the successors, Administrators and executors).

WHEREAS the Agency/Franchisee having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement accepted to providing courier service as per terms and conditions given in the Agreement dated _____/Work Order No. _____ dated _____ and RECPDCL having agreed that the Agency/Franchisee shall furnish to RECPDCL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) (or the percentage as per the individual case) of the value of the Work Order i.e. for _____.

We, _____ (The Bank) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Agency/Franchisee) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/work Order.

Hereby, we undertake to pay upto but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount Claimed is due by reason of the Agency/Franchisee having failed to perform the Agreement and despite any contestation on the part of above named Agency/Franchisee.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature
Chief Manager/Manger

Seal of Bank

Annexure B

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 as an integral part of the entire tendering process. Techno-Commercially acceptable bidders upto 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 themselves of auto bid process and ensure their 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 outrightly 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



REC Power Distribution Company Limited

Annexure - C ADVANCE BANK GUARANTEE (ABG) FORMAT

M/s REC Power Distribution Company Ltd.,
1016-1023, 10th Floor, Devika Tower,
Nehru Place, New Delhi- 110019, India

OUR LETTER OF GUARANTEE NO.:

In consideration of REC Power Distribution Company Ltd., having its office at
(hereinafter referred to as "RECPDCL" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having issued NIT/Work Order No.dated with/on M/s
(hereinafter referred to as "The Agency" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Agency having unequivocally accepted to perform the services as per terms and conditions given in the NIT/Work Order No. dated and RECPDCL having agreed that the Agency shall furnish to RECPDCL an Advance Bank Guarantee for the advance taken, to the extent of 10% (ten percent) (or the percentage as per the individual case) of the value of the NIT/Work Order i.e. for

We,("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No.in your favour for account of.....(The Agency) in cover of performance guarantee in accordance with the terms and conditions of the NIT/Work Order.

Hereby, we undertake to pay up to but not exceeding (say only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Agency having failed to perform the NIT/Work Order and despite any contestation on the part of above named agency.

This letter of Guarantee will expire on including 90 day of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signatory
Chief Manager/ Manager
Seal of Bank



REC Power Distribution Company Limited

Note: The date shall be 90 days after the date of completion of contract

125'7"

STAIRS

AM & SR OFFICER No -01 (13'8" X 16'0")

ADDITIONAL CEO CABIN (20'5" X 16'5")

PS 01 11'4" X 8'3"

AM & SR OFFICER No -02 (11'4" X 8'3")

AM & SR OFFICER No -03 (11'4" X 8'3")

STORAGE

AM & SR OFFICER No -04 (11'4" X 8'2")

CEO CABIN (20'6" X 20'8")

TOILET

REST ROOM (10'5" X 19'1")

AM & SR OFFICER No -05 (11'6" X 14'1")

AM & SR OFFICER No -06 (10'6" X 12'4")

CTO & CFO ROOM No -03 (13'4" X 12'8")

PRINTER & COPIER STATION

AM & SR OFFICER No -07 (11'10" X 8'1")

AM & SR OFFICER No -08 (10'6" X 8'4")

AM & SR OFFICER No -09 (10'6" X 8'4")

GYMNASIUM 14'6" X 17'9"

WEIGHT RACK

MALE

FEMALE

TOILET

CTO & CFO ROOM No -02 (16'7" X 12'4")

AM & SR OFFICER No -10 (10'6" X 8'2")

AM & SR OFFICER No -11 (12'3" X 8'4")

CTO & CFO ROOM No -01 (15'2" X 12'3")

FULL-LIGHT STORAGE

RECORD ROOM 7'3" X 31'8"

STATIONERY STORE 7'3" X 11'9"

PANTRY 11'3" X 7'6"

WAITING AREA

TRAINING ROOM (16'9" X 28'5")

LIIFT-2

LIIFT-1

RECEPTION 23'6" X 13'4"

MEETING / VISITING DIRECTOR CABIN 13'4" X 17'2"

BOARD ROOM (16'4" X 41'0")

49'8"

47'11"

SERVER ROOM 16'6" X 8'2"

AUDIT ROOM 16'9" X 13'10"

AM & SR OFFICER No -12 (8'6" X 12'8")

AM & SR OFFICER No -13 (8'6" X 11'2")

UPS ROOM 9'4" X 6'1"

LIFT

FIRE EXIT

AHU