

Tender Document for Housekeeping Services

**Last Date of Receipt of Tender: 13th July 2009
Tender No. REC/11(i)/Admn./2009**



Endless energy. Infinite possibilities.

Rural Electrification Corporation Limited

A Government of India Enterprise

Core-4, SCOPE Complex, 7 Lodi Road, New Delhi-110 003,

Tel. : 24365161, Fax: 24360644, E-mail: reccorp@recl.nic.in. Website: www.recindia.nic.in

NOTICE INVITING TENDERS (NIT) FOR HOUSEKEEPING SERVICES

TENDER DOCUMENT

Rural Electrification Corporation Limited (REC), a Government of India Enterprise, invites '**Sealed Bids**' for housekeeping services from reputed agencies fulfilling the criteria laid down in Techno-commercial bid format at Annexure-2. The job specifications and scope of work are given in Annexure-I. The format for Financial Bid at Annexure- 3. The contract period will initially be for a period of one year extendable on satisfactory performance and mutual consent on same terms and conditions on yearly basis by another two years.

The bids are to be sent in two parts – one sealed enveloped superscribed as '**Techno-commercial Bid**' giving details in the format as per Annexure-2 and the second sealed envelope superscribed as '**Financial Bid**' in the format at Annexure-3. The two sealed envelopes as above will be placed in another sealed envelope superscribed as '**BID FOR HOUSEKEEPING SERVICES**' AND '**NOT TO BE OPENED BEFORE 13TH JULY, 2009**'. The bids shall be signed by a person duly authorized on behalf of the bidder firm and shall be sent to :-

Shri A.K. Arora,
DGM (Administration),
Rural Electrification Corporation Limited,
Core-4, SCOPE Complex,
NEW DELHI – 110 003

3. The sealed bids will be received by REC up to 3.00 PM on 13th July, 2009. Any bid received after the prescribed deadline shall not be considered irrespective of rates. The Techno-Commercial bids will be opened on the same date at 4.00 PM in the presence of the representatives of the bidders present. Date of opening of financial bids of such firms which meet the prescribed techno-commercial criteria will be notified separately.
4. Earnest Money (EMD) of Rs.25000 (Rupees twenty five thousand only) should accompany the **Techno-commercial bid document**. The EMD shall be paid in the form of Demand Draft/Banker Cheque from a Nationalized bank/Scheduled commercial bank in favour of Rural Electrification Corporation Limited payable at New Delhi. Such EMD shall not carry any interest. Any bid not accompanied by requisite EMD shall be deemed to be invalid and will be rejected by REC.
5. The EMD shall be forfeited:
 - a) If the bidder withdraws his bid during the period of bid validity.
 - b) In the case of successful bidder, if he fails to furnish the required Performance Guarantee within the specified time limit.



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6. 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 submission of the required Performance Guarantee.
7. The bid shall remain valid for a period of 4 months from the date of receipt of the bid.
8. The Bidder should inspect the site 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. Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder. The requisite details shall be filled in by the Bidder in the Tender Document wherever required.

9. RATES AND PRICES

- 9.1 Bidders should quote the rates in the format given at Annexure-3. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or over-writings are permissible.
- 9.2 All statutory duties and taxes (including excise and customs) VAT and other may be clearly specified. Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall require forfeiture of the EMD.
- 9.3 No additional freight or any other charges, etc, would be payable.

10. TERMS OF PAYMENT

Payment will be released on monthly basis within a fortnight after receipt of bill and certification by Admn. Divn. that the services provided during the month are satisfactory.

11. LIQUIDATED DAMAGES

REC reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by REC from Security Deposit or pending bill or by raising a separate claim.

12. DEDUCTIONS FOR EXCEPTIONS

The deductions shall be made for the following jobs, if missed as exception. Such exceptions will duly be conveyed to the contractor by REC in writing.

- i) Not properly carrying out the jobs as defined for 'daily' - 2% (each exception)
- ii) Not properly carrying out the job as defined for 'weekly - 3% (each exception)
'fortnightly' or 'monthly'

However, if the exceptions become general practice, action will be initiated as per clause 11 above.

13. PERFORMANCE GUARANTEE

- 13.1 The successful bidder shall furnish a performance guarantee for an amount equal to ten (10) percent of the monthly awarded value, within 10 calendar days from the date of acceptance of the bid for due and proper fulfillment of contract.
- 13.2 EMD of successful bidder shall be discharged after receipt and acceptance of the Performance Guarantee towards full Security Deposit in the valid format. EMD of unsuccessful bidders shall be discharged after award of work to the successful bidder and signing of contract thereof.
- 13.3 The performance guarantee provided by the successful bidder may be in the form of a bank guarantee from a Nationalized Bank (as per format given in Annexure-4) which should be valid for the period of guarantee from the date of issue or Demand Draft in favour of Rural Electrification Corporation.

14. CONCILIATION/ ARBITRATION

- 14.1 If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by CMD, REC.
- 14.2 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 are detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by CMD, REC.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

15. FORCE MAJEURE

- 15.1 In the event of either 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.
- 15.2 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 REC and the Contractor.

15.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause 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 lasting for more than 2 (two) months, REC shall have the option of canceling this contract in whole or part at his discretion without any liability at his part.

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

16. APPLICABLE LAW AND JURISDICTION

All matters connectead with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

17. No alternative offer shall be considered.

18. REC reserves the right to annul 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 REC's action.

19. REC reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.

20. Any clarification on the documents may be obtained from:-

Shri A.K. Arora DGM (Administration), Rural Electrification Corporation Limited, Core-4, SCOPE Complex, <u>NEW DELHI – 110 003.</u> Telephone No: 24366921	Shri J. S. Pal, Chief Manager (Admn.) Rural Electrification Corporation Limited, Core-4, SCOPE Complex, <u>NEW DELHI – 110 003.</u> Telephone No: 24365371
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21. After award of LOA, the Contractor is required to enter into a Contract with REC on the terms and conditions as detailed in the tender document.

JOB SPECIFICATIONS AND SCOPE OF WORK

A. AREA COVERAGE FOR HOUSEKEEPING SERVICES

1. REC office premises at Core-4, SCOPE Complex, Lodhi Road, New Delhi-110003 (Ground Floor to 4th Floor – about 54,000 sq. ft.)
2. REC office at Palika Bhavan, R.K. Puram, New Delhi (Second Floor Room No. 215 to 220 and Third Floor Room No. 301 to 305 & 311 – about 8400sq. ft.)
3. Maintenance of lawns of 3 REC residential flats at Asian Games Village

B. BROAD DETAILS OF SCOPE OF WORK :

1. Cleaning, sweeping moping and wiping of floors, staircase on daily basis including Saturdays or as required by Officer-In-charge. Cleaning activity shall start in the morning at 7.00 AM so as to complete all the dusting/ cleaning/ moping work before 9.00 AM.
2. Continuous moping to be done at reception floor and other floors during office hours (9.30 AM to 6.00PM)
3. Thorough cleaning of all toilets using required detergent by putting naphthalene balls and air purifier in all urinals, wash basins and WC area.
4. Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, windows venetian blinds, racks, sofas, typewriters, computers, telephones, curtains, wall mounted fans etc. with dry/wet cloth, feather brush and duster.
5. Lifting, carrying and disposing the dead birds animals, rats, insects etc. if found in and around the office building.
6. Clearing of any choking's in the drainages, manholes etc.
7. Removal of beehives and cobwebs/honey webs from the office building and its premises.
8. Cleaning and sweeping of open area including balconies and roof tops with brooms.
9. Maintenance of lawns & surroundings, cutting of hedges, cutting/shaping of plants by mali and removal of garbage at three REC's residential flats at Asian Games Village Complex, New Delhi
10. The bidder shall also be responsible for pest control in the office and shall carry out sprays etc. minimum once in a month. The insecticides and pesticides should be sufficient enough to take care of Mosquitoes, Cockroach, Silver fish, crawling insects at library and carpeted rooms, rats etc. The insecticide and pesticide sprayed should be of ISI mark and in case the pest control is ineffective the firm shall have to carry out operation more than once in a month.
11. The bidder must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers whose antecedents have been thoroughly verified, including character and police verification and other formalities. In order to maintain quality services and minimize operational problems, the bidder must rotate the staff once in six months with prior written intimation to REC.
12. Propoer registers/records for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the bidder and will be countersigned by the REC officer-in-charge at regular intervals and finally at the end of each month.
13. The bidder should possess or procure needful infrastructure, gadgets and other material required for smooth housekeeping services. No additional cost towards this will be borne by REC.

C. JOBS TO BE CARRIED OUT DAILY

- i) Cleaning of general toilets at least thrice daily (at 8.30 AM , 12.00 Noon & 3..30 PM) with phenol and detergent etc and maintain the toilets floors dry during office hours. Cleaning of windows and window sills of all toilets to be done regularly. Wash basins, urinals, WC are to be cleaned with suitable detergent. Flushing system of all toilets are to be checked at regular interval every day. Naphthalene balls, air purifier and liquid soap and paper rolls are to be provided by the agency regularly to ensure continuous availability of these materials in requisite place/container.
- ii) Cleaning of attached toilets with phenol, removing all dust and unwanted materials, keeping dry, cleaning of window sills once in a day. Naphthalene balls air purifier, toilet rolls/paper rolls and liquid soap are to be provided by the agency regularly to ensure continuous availability of these materials in requisite place/container.
- iii) Cleaning of corridors staircases and common area with phenol in the morning and with plain water continuously.
- iv) Cleaning & moping of pantries and electrical rooms once in a day during office hours.
- v) Cleaning of office working areas, removing dust from floors, windows, doors, furniture's, fixtures, telephones, ashtray, cupboards, air conditioners, filing almirahs, cabinets, glass panes, computers etc. with dry/wet duster and or with suitable cleaning agent. Moping of floors with phenol.
- vi) Collection of waste paper from rooms, waste paper, baskets, lobbies and putting in bags at the specified location.
- vii) Cleaning of carpets by soft brush.
- viii) To clean glass panes on doors, windows & partitions with soap/cleaning agent.
- ix) Cleaning of chokage in sewer and pumping lines within premises as and when required.
- x) Cleaning gulley trap and manholes within Core-4, SCOPE Complex, Lodhi Road, New Delhi-003 and surrounding of 3 residential flats at Khel Gaon, New Delhi premises as and when required.
- xi) Cleaning of duct and shaft spaces, garbage, and removal and putting them in dustbin kept outside the building.
- xii) Cleaning/removal of any type of stains of ink etc. from the building premises and staircases.
- xiii) Cleaning, sweeping and wiping of floors, furniture and hand washing area etc. during office hours.
- xiv) Cleaning of carpets in rooms by vacuum cleaners.
- xv) Cleaning of lift walls with silver/brass liquid cleaner.
- xvi) Room fresheners in all office area to be used daily in the morning. Room freshener should be of ISI Mark or of standard Make.
- xvii) Spray of scented Mosquito and cockroach killer on all floors as and when required. Mosquito/cockroach killers shall be of ISI mark. Special scanted purifiers shall be sprayed at least twice daily in all rooms, cabins, bathrooms, reception conference halls lifts lobby, lifts etc.
- xviii) Maintenance of lawns & surroundings, cutting of hedges, cutting / shaping of plants by mali and removal of garbage at three REC's residential flats at Asian Games Village Complex, New Delhi

D. JOBS TO BE CARRIED OUT WEEKLY

- i) Acid cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/rooms, corridors with soap, detergents, kerosene/petrol or any other chemicals, automatic moppper/scrubbing machine to be used at least once in a week.
- ii) Cleaning of fabric upholstered sofa sets with vacuum cleaners and leatherite upholstered sofa set and chairs with soap solution/ cleaning agent of approved quality.
- iii) Cleaning of brass letters by brasso (polish).

E. JOBS TO BE CARRIED OUT FORTNIGHTLY BASIS

- i) Polishing of brass items with approved brass cleaning material.
- ii) Cleaning of carpets in rooms by vacuum cleaners without damaging the carpet.
- iii) Dusting of false ceiling etc. with soft broom and cloth.
- iv) Cleaning of sofa sets with soap water/ vacuum cleaners.
- v) Washing and cleaning of driveways, parking areas and roads within the office premises.
- vi) Lift lobby and all toilets floors and other areas, as may be directed by Officer In-charge, shall be cleaned with floor scrubbing machine.

F. JOBS TO BE CARRIED OUT ON MONTHLY BASIS:

- i) All floors in common area floors including staircases shall be cleaned thoroughly with floor scrubbing machine with soap and water to remove all stains etc. After cleaning the floors with soap and water the floors shall be properly wax polished.
- ii) Total office area floors to be cleaned with floor scrubbing machine, wherever required as per directions of Officer-In-charge.

G. PROVIDING WORKFORCE;

The bidder has to provide workforce in sufficient numbers to maintain the buildings as required and of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the Officer-In-Charge. Tentative requirement of workforce to be deployed is given hereunder:-

- a) House Keepers 16
- b) Plumber - 1
- c) Carpenter - 1
- d) Electrician - 2
- e) Telecom technician - 1
- f) Mali (Gardener) - 1
- g) Supervisor 1

The bidder shall, however, survey the area and make assessment of the manpower requirement on their own. The bidder must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers whose antecedents have been thoroughly verified, including character and police verification and other formalities. In order to maintain quality services and minimize operational problems, the bidder must rotate the staff once in six months with prior written intimation to REC.

The bidder shall ensure that all the workforce deployed wear uniform while on duty.

H. SUPPLY OF MATERIAL AND CONSUMABLES:

All materials/consumables other related items as listed in Appendix-I is to be provided by the Agency has to be of ISI marked or in conformity with the specification/makes keeping in view good quality/standard after discussion and finalization with Officer-In-Charge. The firm shall assess the quantity of consumables to be used and supply them in advance and store them at REC on fortnightly basis. The stores are to be replenished at least 5 days in advance. Consumables shall be issued every morning in presence of an official authorized by REC.

I. WASTE DISPOSAL MANAGEMENT:

The bidder will ensure collection, mechanized screening / segregation of dry and wet garbage in the earmarked area. The bidder will also ensure segregation of bio degradable and non bio degradable garbage. Finally, the bidder will arrange for disposal of garbage at such a place as may be permissible by MCD.

HOUSEKEEPING SERVICES – TECHNO-COMMERCIAL BID

1. THE FIRM

- a) Name _____
- b) Regd. Address _____
- c) Address of Office at Delhi/NCR _____
- d) Contact Person's
- e) i) Name & Design. _____
- f) ii) Address _____
- iii) Tel No. Landline _____ Mobile _____
- iv) Email ID _____

2. Type of Firm : Private Ltd./PublicLtd./ Cooperative/ NGO/PSU
(Please tick and enclose copy of Memorandum/ Articles of Association/ Certificate of Incorporation)

_____ enclosed.
(Pl. specify)

3. PAN/GIR No. : _____
(Please enclose photocopy)

4. TIN No. : _____
(Please enclose photocopy)

5. Service Tax Regn.No. : _____
(Please enclose photocopy)

6. EPF Registration No. : _____
(Please enclose photocopy)

7. ESI Registration No. : _____
(Please enclose photocopy)

8. Annual Turnover for the last 3 years :
(Should be more than Rs. 6.00 lakh)

2008-09	_____
2007-08	_____
2006-07	_____

(Please enclose copies of ITR/audited balance sheet and P&L A/c /etc.)
_____ enclosed (Pl. specify)

9. Experience of similar work in the field during the last five years

(Should have supplied housekeeping services in reputed organizations including atleast one PSU/Govt. Deptt. with work order not less than (i) Rs.16 lakh/p.a. in a single order; or (ii) Rs.10.00 lakh/p.a. each in two orders ; or (iii) Rs. 8.00/p.a. each in three orders)

- a. Please submit copies of documentary evidence e.g. work order, corresponding satisfactory job completion certificates from clients specifying value and period of work order

_____ enclosed (pl. specify)

10. Infrastructure Details

- i) Workforce (No.) - _____ (not less than 30)
(Please enclose the list giving employee-wise name, PF No., ESI No.)
- ii) Industrial, Mechanical scrubbing machine- _____ (atleast 1 No)
iii) Vacuum Cleaner _____ (atleast 02 No.)
iii) Floor Scrubbers (Electrically operated) _____ (atleast 01 No.)
iv) Hand Trolley _____ (atleast 01 No)

11. Earnest money details : **DD No.**_____ **dated**_____
Amount Rs.25000
Drawn On _____

Signatures of authorized signatory

Name_____

Designation_____

Seal:

ANNEXURE-3**HOUSEKEEPING SERVICES – FINANCIAL BID**

Sl. No	Details of Scope of Work	Amount/Rs. Per month (lump sum inclusive of all)
1	Carrying out the housekeeping work as given in Annexure I by deploying appropriate man days as per details in Appendix-I of Annex.3; tools, equipments and gadgets as per Appendix-II and consumables as details in Appendix-III of Annexure-3.	Rs. _____
2	Any other charges (if any) Please specify	
Total		Rs. _____
In word (Rupees _____ _____)		

Signatures of authorized person

Name _____

Designation _____

Seal

LIST OF MANPOWER PROPOSED TO BE DEPLOYED FOR HOUSEKEEPING WORK AS DETAILED IN ANNEXURE-I

Sl. No.	Category	No. of manpower
1	Supervisor	
2	Housekeepers	
3	Carpenter	
4	Electrician	
5	Telecom Technician	
6	Plumber	
7	Mali (Gardner)	
8.	Others, if any (specify)	

We undertake that the minimum wages as may be prescribed by local Government from time to time will be paid to the manpower deployed. The bidder also undertakes that all statutory requirements e.g. EPF, ESI etc. will be met by the bidder and the required documents will be submitted to REC on demand.

The terms and conditions contained in the Tender document are acceptable to us.

Signatures of authorized person

Name _____

Designation _____

Seal

LIST OF TOOLS, EQUIPMENTS AND GADGETS PROPOSED TO BE DEPLOYED FOR HOUSEKEEPING WORK AS DETAILED IN ANNEXURE-I

Sl. No.	Item	No.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

The terms and conditions contained in the Tender document are acceptable to us.

Signatures of authorized person

Name _____

Designation _____

Seal

APPENDIX-III OF ANNEX.3

List of Materials and Consumables proposed to be used for Housekeeping work

Please indicate the list of materials and consumables proposed to be used on monthly basis in carrying out the housekeeping activities at REC Scope Complex, Palika Bhawan and in maintenance of lawns of three residential flats at Khel Gaon. This should be based on the assessment after physical inspection and should be adequate for properly carrying out the housekeeping jobs specified in Annexure-I.

Sl. No.	Item	Unit	Brand	Proposed quantity per month
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3.				
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51				

(please attach extra sheet if required, duly signed with seal)

The terms and conditions contained in the Tender document are acceptable to us.

Signatures of authorized person

Name _____

Designation _____

Seal

Proforma towards Performance Security

Ref. No. _____ Bank Guarantee No _____
Dated _____

To

Rural Electrification Corporation Limited

Dear Sirs,

1 In consideration of **Rural Electrification Corporation Limited Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi** (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having entered into a contract No. _____ dated _____ (hereinafter called 'the Contract' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and REC having agreed that the Contractor shall furnish to REC a performance guarantee for Indian Rupees/US\$ for the faithful performance of the entire contract.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs. (in figures) _____ [Indian Rupees/- (in words) _____] **(equivalent to one month's charges quoted in Annex.3)** without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by REC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by REC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that REC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that REC may have in relation to the Contractor's liabilities.

4. The Bank further agrees that REC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in REC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of REC or any indulgence by REC to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of REC under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till REC discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of REC or that of the Contractor.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./ (in figures) _____ [Indian Rupees/- (in words) _____] and our guarantee shall remain in force until _____, 2010 and atleast 12 months after the date of issue of this Performance Security. In case of any extension of the contract, the Performance Guarantee will be suitably extended.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of REC under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of REC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this day of 20 at

WITNESS NO. 1

(Signature)
Full name and official
address (in legible letters)

(Signature)
Full name, designation and
address (in legible letters)
with Bank stamp

Attorney as per Power of
Attorney No.....
Dated

WITNESS NO. 2

(Signature)
Full name and official
address (in legible letters)