

# **Tender Document for TRAVEL SERVICES - AIR / RAIL**

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**Last Date of Receipt of Tender : 29th October 2010**

**Tender No. : REC/Admin/E-tickets/2010**

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**Rural Electrification Corporation Limited**  
A Government of India Enterprise



## RURAL ELECTRIFICATION CORPORATION LIMITED

(A Government of India Enterprise)

Regd Office: Core-4, SCOPE Complex, 7 Lodi Road, New Delhi 110003

Tele. 24365161 Fax 24360644 Email [reccorp@recl.nic.in](mailto:reccorp@recl.nic.in) Gram RECTRIC

Website [www.recindia.com](http://www.recindia.com) & [www.recindia.nic.in](http://www.recindia.nic.in)

### NOTICE INVITING TENDERS (NIT) FOR TRAVEL SERVICES-AIR/RAIL

## TENDER DOCUMENT

Rural Electrification Corporation Limited (REC), a Government of India Enterprise, invites **'Sealed Bids'** for Tour and Travel (Domestic/International)-Air/Rail 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. Estimate value of ticketing is Rs 100.00 Lacs. 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. However REC reserves the right to terminate the contract with an advance notice of one month without assigning any reason.

The bids are to be sent in two parts – one sealed enveloped superscribed as **'Pre-Qualification Bid'** giving details in the format as per Annexure-2, and second 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 Travel Services AND 'NOT TO BE OPENED BEFORE 29.10.2010.** 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 15.00 Hrs of 29.10.2010.** Any bid received after the prescribed deadline shall not be considered irrespective of rates. The Pre-Qualification bids will be opened on the same date i.e. **29.10.2010 at 16.00 Hrs** in the presence of the representatives of the bidders present. Date of opening of financial bids of such bidders who meet the prescribed pre-qualification criteria will be notified separately either telephonically at the available contact number or through letter depending upon the situation..

4. Earnest Money (EMD) of Rs.100000 (Rupees one lacs only) should accompany the Pre Qualification Bid document. The Bid security may be in form of a Bank Guarantee (as per format-Annexure no 4) valid for a period of three month from date of opening of Bid or may 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. Bidders are required to write their name and full address on the back of Demand Draft/Banker Cheque.

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.

6. The EMD of unsuccessful bidders will be returned after award of contract. . The EMD of successful bidders will be discharged only after signing of contract and furnishing of Performance Guarantee.

7. The bid shall remain valid for a period of 3 months from the date of opening of Bid.

#### 8. AMENDMENT TO BIDDING DOCUMENTS

8.1 REC may modify the bidding documents by amendments at any time prior to the deadline for submission of bids, for any reason, whether at its own initiative or in response to a clarification required by prospective bidders. Such amendments will be placed on REC's website.

8.2 In order to allow prospective Bidders reasonable time in which to take the amendments into account in preparing their Bids, REC at its discretion, may extend the deadlines for submission of bids.

#### 9. RATES AND PRICES

9.1 Bidders should quote the rates/Discount offered 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, taxes, VAT etc and other may be clearly specified. Price quoted shall be firm and any variation in rates, prices or terms (save statutory taxes) during validity of the offer shall require forfeiture of the EMD.

9.3 No additional freight or any other charges, etc, would be payable.

9.4 REC will deduct Income tax at source under section 194- C or any other relevant section of the Income Tax Act with intimation to the agency.

#### 10. TERMS OF PAYMENT

No advance payment will be made for any kind of booking. Payment will be released on monthly basis within a fortnight after receipt of bill and certification by Administration Division. that the services provided during the month are satisfactory.

#### 11. PRE-QUALIFICATION CRITERIA (in the format at **Annexure-2**)

- a. Bidder shall be an Indian Company / firm engaged in Tours and Travels

- (Domestic/International) – Air/Rail for last five years and have its sales / maintenance branch office in Delhi/ NCR.
- b. The Agent should be member of IATA
  - c. Bidder agency should be authorized Rail Ticket Booking agency of IRCTC.
  - d. Bidder agency should have Central Reservation System (CRS), whereby REC employees may log in and book and e-print the required airline/Rail tickets
  - e. The bidder should have an average annual turnover of more than Rs. 70 lakh for the last 4 years i.e. 2006-07, 2007-08, 2008-09, 2009-10
  - f. Bidder must have executed at least 3 (three) orders of similar job of Government Deptts./PSEs/ Public or Pvt. Ltd. Companies during the last 4 years i.e. 2006-07, 2007-08, 2008-09 and 2009-10 with annual billing of (i) one of these of value of more than Rs. 80 lakhs of one Organization; or (ii) annual value of more than 50.00 lacs each of two Organisation. In support, bidders should enclose documentary evidence pertaining to work orders and billing.
  - g. The Agent should have valid registration with Department of Tourism, Government of India
  - h. The Agent should have tie-up with at least 2 major Hotels (Five, Four & Three Star) in the metro cities (Delhi, Mumbai, Kolkata, Chennai, Hyderabad and Bangalore) (Submit evidence showing tie-up with major Hotel).
  - i. The Agent should have tie-up with at least 1 major Tourist Car Operator in Metro cities e.g Delhi, Mumbai, Kolkata, Chennai, Hyderabad and Bangalore (Submit evidence showing tie-up with major Tourist Car Operator).
  - j. Bidder should have valid Registration No. of Sales Tax/VAT/Service Tax, whichever is applicable.
  - k. Bidder should have valid PAN No.
  - l. Bidder should have 24 hours Helpline numbers.

REC reserves the right to carry out capability assessment of the Bidders and REC's decision shall be final in this regard; and

## 12. EVALUATION OF BIDS

The bids will first be evaluated on the parameters fixed for prequalification criteria as per details given at Clause 11. Financial bids of such bidders who meet the prequalification criteria will thereafter be opened. The evaluation criteria of Financial Bid will be as under

- i. Weightage of 85 % (0.85) for domestic air booking & 15% (0.15) for international air booking is allotted.

- ii. The total discount figure shall be considered for the purpose of ranking of Bids/allotment of marks.

The bidder scoring highest marks will be considered for award of contract. The marks scored by the bidders shall be arrived as under.

**International discount offered x 0.15 + Domestic Discount Offered x 0.85= Marks awarded**

**For example**

A bidder quotes 6% and 4% discount on International & Domestic booking respectively. In that case for tender evaluation, the marks arrived shall be as under

$$6 \times 0.15 + 4 \times 0.85 = 4.3$$

**Clarification:** For arriving at Domestic Discount offered, the discount offered for Jet Air, Kingfisher, Air India & other shall be averaged i.e. Suppose Bidder quotes discounts of 3%, 4%, 5% and 4% in all four categories then average will be  $(3+4+5+4)/4=4$

13. **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/s or by raising a separate claim.

14. **EXCEPTIONS**

The agency is expected to deliver the tickets/services expeditiously. Email copy of the tickets, wherever required, will be sent within two hours of booking in office working hours. Physical delivery of the tickets shall also be effected, wherever required, within 8 working hours of booking. In case of exceptions of delay, the following deductions shall be effected from the agency :-

- a) 2% in case of bulk air ticket booking on the value of ticket not provided by the agency.
- b) 5% in case of individual air ticket booking.
- c) In case of Railway tickets, Rs 100/- per tickets.

The above deductions shall be effected from the payment of relevant bills. However, if such exceptions become a general practice, REC may invoke clause 13 above after giving prior notice supported by repeated exceptions.

15. **PERFORMANCE GUARANTEE**

15.1 The successful bidder shall furnish a performance guarantee as per format at **Annexure -5** for an amount equal to 10 percent of the estimated ticketing value, within 10 calendar days from

the date of acceptance of the bid for due and proper fulfillment of contract.

15.2 EMD of successful bidder shall be discharged after receipt and acceptance of such Performance Guarantee.

15.3 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-5) should be valid for the period of contract.

## 16. CONCILIATION/ ARBITRATION

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

## 17. FORCE MAJEURE

17.1 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.

17.2 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.

17.3 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. Party asserting "Force Majeure" shall have the burden of proving proximate cause that reasonable steps were taken to minimize the delay and damage caused by event when known.

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

#### 18. APPLICABLE LAW AND JURISDICTION

All matters connected 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.

19. No alternative offer shall be considered.

20. 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.

21. 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.

22. Failure to furnish all information required and/or false/Incorrect information and/or submission of bid not substantially responsive to the bidding documents in every respect will be at the bidder risk and may result in rejection of its bid.

23. The bidder must comply with the tender specification and all terms & condition of contract. No deviation in terms & condition of the contract shall be entertained unless specially mentioned by the agency/bidders in the bid and accepted by REC.

24. The bidder will be responsible for compliance with all Central and State laws as per rules/regulations / byelaws and order of the local authorities and statutory bodies as may be in force from time to time during the contract period.

25. The travel agency shall not assign the contract or any part thereof without the prior written consent /approval of the REC. The travel agency shall also not sublet the work or part of the work except with the written consent of REC and such consent even if provided shall not relieve the agency of successful execution of the contract.

26. Withdrawal or cancellation of registration certificate of IATA during the contract period, will automatically result in cancellation of REC contract.

25. Any clarification on the documents may be obtained in writing from:-

|                                                                                                                                                                           |                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Shri A.K. Arora<br>DGM (Administration),<br>Rural Electrification Corporation Limited,<br>Core-4, SCOPE Complex,<br><u>NEW DELHI – 110 003.</u><br>Telephone No: 24366921 | Shri Vinay Kr. Kesarwani<br>Manager (Admn.)<br>Rural Electrification Corporation Limited,<br>Core-4, SCOPE Complex,<br><u>NEW DELHI – 110 003.</u><br>Telephone No: 43091537 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **Annexure – I**

### **JOB SPECIFICATIONS AND SCOPE OF WORK**

The agency would ensure booking of tickets /confirmation of waitlisted tickets, delivery of tickets during working hours/holidays/ after office hours (at the expense of the agency), collection of tickets for cancellation, getting visa, passports, confirmation/cancellation, up gradation/revalidation of tickets, delivery of tickets, documents. The scope of work of the agency in brief is as under:

- (i) Booking and issuing of domestic/international air ticket including pre paid tickets
- (ii) Booking and arranging for domestic railway tickets.
- (iii) Assistance for issue/obtaining new passport/ renewal and miscellaneous passport related services.
- (iv) Assistance for obtaining visa and submitting passport at the embassies.
- (v) Issuance of foreign exchange as per RBI guidelines.
- (vi) Obtaining travel related insurance including overseas medical insurance.
- (vii) The agency will be available at all times for booking /cancellation of both air and railway tickets.
- (ix) The agency will pass on to REC all concessions /facilities extended by the airlines to the passenger on air journeys booked by RECI.
- (x) Submission of a formatted monthly statement of bills raised showing discount provided to REC. In addition to the above, the statement should also include the cost of ticket of airline / railway.
- (xi) Ensuring receipts of proper statement from airlines on points gained on deal codes secured by REC and ensuring proper utilization thereof.
- (xii) Assisting REC in securing deal codes with other airlines.
- (xiii) Assisting REC Employees in getting enrolled in frequent flyer Programmes.
- (xiv) Delivery of the tickets and travel documents either at REC Corporate office, NCR of Delhi or if advised at the residence of the officer(s) travelling within NCR of Delhi
- (xv) Arrangement of Car and Coaches, if required, in NCR of Delhi or at other metropolitan cities (Mumbai, Chennai, Kolkata, Hyderabad, Bangalore) without any service charges
- (xvi) Hotel reservation, if required, in India and abroad without any service charges.
- (xvii) Providing Travel services to REC on 24hrs./all weekdays basis.

### **OTHER TERMS AND CONDITION**

1. The agency should inform the Corporation about the various incentives such as extra incentive/discount/complimentary ticket etc. being offered by various airlines from time to time over and above the discount offered by them.
2. Cancellation Charges of all Domestic Air/Rail Tickets will be paid as per norms of concerned Airlines/Railways.
3. Validity period of all classes of International Air tickets shall be duly mentioned on the ticket.
4. In case of any promotional fare offered by the Airlines, the same will be informed to us and passed on to this corporation over and above the discount offered by your firm.
5. In case of any extra incentive/ privilege like extra ticket etc. (i.e. over and above normal incentive/discount to Travel Agents) is given by the Airlines the same will be passed on to the account of REC and not to the person for whom ticket is arranged.
6. If during the visit abroad any sector remain unused, the Air Tickets Coupons will be passed on to the agency for refund and the agency shall arrange refund to REC.
7. The booking for Air/Rail Travel will be passed on to the agency over telephone by authorized representatives of this corporation and the same will be arranged by you within the specified time. The agency will deliver the tickets in REC or if required at the residence of employees in time and in case of any change or cancellation, the agency shall arrange for collection of the ticket and doing the needful as per direction of REC/authorized officer.
8. The requisition for railway / air tickets/Visa/ Passport must be taken by the agency from the authorized person of Administration Division or any person designated to be making requisition of tickets by the the REC. Any tickets made from unauthorized requestor shall not be considered for payment.
9. The e-tickets sent to REC must contain in the subject line Name of the traveler, Sector and Date. The email must be sent to the authorized requestor and the traveler.
10. The agency shall make the tickets on the least cost basis. Any change in requirement must be addressed on priority.
11. The Hotels/ Guest House must be near to the venue of the meeting/ office / as desired by the Authorised officer. The Cost of the hotel room must be within the entitlement limit of the person staying. The entitlement limit must be taken from the authorized officer by the agency. The agency must ensure that all facilities of the Hotels are provided to the officers.
12. For Booking & Cancellation of Rail Tickets, REC will pay service charge at the rate of Rs 50/- per tickets.
13. For assistance in obtaining Visa/passport, VFS service charge on approved rate/ prescribed by VFS centers will be paid by the REC.

## ANNEXURE-2

### TRAVEL RELATED SERVICES – PREQUALIFICATION BID

| S. No. | Items                                                                                                                                                            | Information /inputs to be filled by the bidder |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| 1.     | <b>Name and address of the agency</b> , telephone number, fax, mobile number, email address, including NCR office address, if main office outside NCR            |                                                |
| 2      | Experience in the field of Tour and Travels. (Please enclose documentary evidence)                                                                               | _____ Years                                    |
| 3.     | <b>Type of organization</b> (Whether Proprietorship, partnership, private limited, limited company). (Please enclose documentary evidence)                       |                                                |
| 4.     | Whether Registered with the Ministry of Tourism, Govt. of India. (Please enclose a copy of Registration Certificate.)                                            | Yes/No                                         |
| 5.     | <b>IATA &amp; IRCTC registration No</b> (copy of registration to be enclosed)                                                                                    | Yes/No                                         |
| 6..    | Whether have tie-up with at least 2 major Hotels as mentioned in Pre-Qualification Criteria. (Please enclose documentary evidence)                               |                                                |
| 7.     | Whether have tie-up with at least 1 major Tourist Car Operator in Metro Cities as mentioned in Pre-Qualification Criteria. (Please enclose documentary evidence) |                                                |
| 8.     | 24 hour <b>helpline numbers</b>                                                                                                                                  |                                                |
| 9.     | Annual Turnover for the last 4 years<br>2006-07 _____<br>2007-08 _____<br>2008-09 _____<br>2009-10 _____                                                         |                                                |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 10. | <b>Experience of similar work in the field during the last four years.</b> Bidder must have executed at least 3 (three) orders of similar job in the last 4 years out of which one billing of Government Dept./PSEs/Public or reputed Pvt Ltd Companies and should be of value Rs. 80 lakhs or more of one organization or more than 50 lakhs each of two organisation in preceding 4 (four) financial years from the date of opening of bid (i.e. 2006-07, 2007-08, 2008-09 and 2009-10). Bidder to submit documentary |        |
| 11. | Whether have Central Reservation System, by which REC Employees can do online Booking. (Please mention website address)                                                                                                                                                                                                                                                                                                                                                                                                 | Yes/No |
| 12. | <b>Service tax / Sales Tax/VAT No</b> (Enclose copy of registration)                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |
| 13. | <b>Income Tax Permanent account No.</b> (Attach copy of PAN Card)                                                                                                                                                                                                                                                                                                                                                                                                                                                       |        |
| 14. | <b>Details of EMD/Bank Draft No., Date of Draft, Bank Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |

### Undertaking:

It is hereby certify that all the information furnished above are true to our knowledge. We have no objection to REC verifying any or all the information furnished in this document with the concerned authorities, if necessary.

I also certify that, I have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

Date:  
Place:

Signature of the authorized signatory of the agency  
Official seal/ stamp

**Annexure-3****TRAVEL RELATED SERVICES – FINANCIAL BID****PROFORMA FOR QUOTING RATES FOR TRAVEL ARRANGEMENT**

|    |                                                                                            |            |             |           |        |
|----|--------------------------------------------------------------------------------------------|------------|-------------|-----------|--------|
| 1. | Name of Agency                                                                             |            |             |           |        |
| 2. | Percentage of Discount/Incentive offered on the Basic Fare of Air ticket (excluding taxes) |            |             |           |        |
|    |                                                                                            | Kingfisher | Jet Airways | Air India | Others |
|    | (i) Domestic Air Travel                                                                    | ____%      | ____%       | ____%     | ____%  |
| 3. | (i) International Air Travel : _____%                                                      |            |             |           |        |
|    | (ii) Please specify exceptions by way of exclusion of airlines for discount, if any        |            |             |           |        |

The terms and conditions contained in a tender document are acceptable to me/us.

Date:  
Place:

Signature of the authorized signatory of the agency  
Official seal/ stamp

**BID BOND FORMAT (EMD)**

Whereas ..... (hereinafter called "the Bidder") has submitted its bid dated for the services of ..... Vide Tender No. .... dated KNOW ALL MEN by these presents that WE ..... OF ..... Having our registered office at ..... (hereinafter called "the Bank") are bound unto Rural Electrification Corporation Limited (hereinafter called "the Purchaser") in the sum of Rs. .... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
  - (a) Fails or refuses to execute the Contract, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without any reservation, protest, demur and recourse and without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will be irrevocable and remain in force upto 31<sup>st</sup> January 2011 and any demand in respect thereof should reach the Bank within 30(days) from this date. If any further extension of this guarantee is required the same shall be extended to such period on receiving instruction from M/s \_\_\_\_\_ on whose behalf guarantee is issued.

Signature of Bank Authority

Name

**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 \_\_\_\_\_ ..... 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) \_\_\_\_\_] 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 till \_\_\_\_\_(Date). In case of any extension of contract, 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 authorized officer has set its hand and stamp on this ..... day of ..... 20 ..... at .....

-----

(Signature)

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

Attorney as per Power of

Attorney No.....

Dated .....