



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

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TENDER NO: RECPDCL/Tablet (Empanl)/2016-17/2063

Bid Document

Request for Proposal (RFP)

(ONLY THROUGH E-TENDERING MODE)

for

**Supply, Installation, Testing, Commissioning and One Year
Comprehensive Warranty Maintenance of Tablets for RECPDCL and
empanelment for the same for a period of one year**

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 Tender	23.09.2016
Last date of submission of Tender	17.10.2016 up to 15:00 Hours(IST)
Date of Opening of Technical bid	17.10.2016 at 16:00 Hours(IST)
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. C.E.O.**

[This document is meant for the exclusive purpose of Agencies 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

IMPORTANT INFORMATION

Name of the assignment: Supply, Installation, Testing, Commissioning and One Year Comprehensive Warranty Maintenance of Tablets for RECPDCL and empanelment for the same for a period of one year

S. No.	Event	Information to the agencies	
1	Date of Release of Tender	23.09.2016	
2	Last Date & Time for online Submission of Bid	17.10.2016 up to 15:00 Hours	
3	Date of Opening of Technical Bid	17.10.2016 at 16:00 Hours	
4	Date of Opening of Financial Bid	To be intimated later	
5	Tender Document	The details can be downloaded free of cost from the websites www.recpdcl.in (or) www.recindia.com (or) www.tenderwizard.com/REC (or) www.eprocure.gov.in	
6	EMD #	Rs.1,00,000/- (Rupees One Lakh Only)	
7	Address for Bid submission/EMD/PBG	Shri. Subhash Chandra Garg, Addl. C. E. O. REC Power Distribution Company Limited, 1016-1023, 10 th Floor, Devika Tower, Nehru Place, New Delhi- 110019, India. Telefax : 011-4128768,44128760/67 Email- co.delhi@recpdcl.in	
8	Contact Person	Shri. Ajay Kumar , Chief Technical Officer REC Power Distribution Company Limited (RECPDCL) Phone:011-44128767; Fax:011-44128767 Email-co.delhi@recpdcl.in	Shri. Sunil Bisht , Assistant Manager (Technical) REC Power Distribution Company Limited (RECPDCL) Phone:011-44128760; Fax:011-44128760 Email-co.delhi@recpdcl.in

The **EMD (Earnest Money Deposit)** is to be submitted by all the participating bidders of an amount of Rs. 1,00,000/- (Rupees One Lakh Only) in the form of irrevocable Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "Annexure-II" or Bank Demand Draft drawn in favour of REC Power Distribution Company Limited payable at New Delhi. The EMD of unsuccessful bidder/s will be returned within 90 days from the award of contract and EMD of successful bidder will also be returned after acceptance of work order and submission of PBG (Performance Bank Guarantee) of requisite value.

Note:

- The firms registered with **National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted against submission of EMD** however, **related valid document /certificate from NSIC/MSME registered with Central/State Government of India should be submitted**
- An incomplete and/or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.
- The bidder must attest with seal the original tender document as an acceptance of the TENDER terms and conditions and submit the same along with the tender response. In case of non-compliance the response is liable to be ignored/ summarily rejected.

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

SECTION-II
INSTRUCTIONS TO BIDDERS

Submission of Bid

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

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

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

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

Steps for Registration

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

Note- Online registration shall be done on e-tendering website i.e. www.tenderwizard.com/REC & in general, activation of registration may 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 Duly signed scanned soft copy of Section-V (Technical Specification) document (Make & Model to be Specify)
- 2 Form-I -----Letter for submission of Bid
- 3 Form-II -----General Criteria Details
- 4 Form-IV----- No Deviation Certificate
- 5 Form-V----- Manufacturer's Authorization Form
- 6 Annexure-I-----Letter of Transmittal
- 7 Annexure-IV----- Acceptance form for participation in Reverse Auction Event
- 8 Annexure-V----- Support Infrastructure available with Bidder/Authorized Partner
- 9 **Submit all technical related documents of the offered device including MDM software.**

EMD of Rs.1,00,000/- in form of Bank Guarantee("Annexure-II")or DD may be drawn from a scheduled commercial bank in favour of The "REC Power Distribution Company Ltd", New Delhi and scanned copy to be uploaded and original to be submitted before the last date & time of Submission of Tender. (or) The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted against submission of EMD however, related valid document /certificate from NSIC/MSME registered with Central/State Government of India should be submitted.

Financial Bid

1. Form-III-----Financial Bid **(to be submitted through online mode only as per specific format)**

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

The all document 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-III
INTRODUCTION

REC Power Distribution Company Limited (RECPDCL), registered office at Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi- 110003 an ISO 9001:2008,14001:2004 certified & OSHAS 18001:2007, a wholly owned subsidiary of Rural Electrification Corporation Ltd (REC), a "Navratna CPSE" under the Ministry of Power, Govt. of India 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 SERCs. It includes the project works under Rural Electrification (RGGVY), PMC works of RGGVY/DDUGJY, DPR preparation for R-APDRP/ RGGVY/NEF/DDUGJY/IPDS and other power projects scheme, Third Party Inspection, Feeder Renovation Program, Feeder separation, HVDS program, Lender's Engineers assignment, IT related assignments in Distribution sector including Energy Audit, Evaluation study for HVDS/Distribution network, AT&C Loss assessment, system study, MRI based billing and Cost Book Data Preparation as per the need of the power utilities, Regulatory Commission across the country.

The Major Responsibilities of the bidder shall include:

RECPDCL is intending to engage a bidder for Supply, Installation, Testing, Commissioning and One Year Comprehensive Warranty Maintenance of Tablets for RECPDCL and empanelment for the same for a period of one year as per Table - I below:

TABLE-I

S.No.	Make/OEM	Item	Quantities (a)
1	Apple/Sony/Samsung/Lenovo/Hewlett-Packard /Dell	Tablet	500

Note : Quantities are tentative, payment will be made as per actual Purchase Order on pro-rata basis.

Note:

- I. Initially supply of tablets with necessary items and optional items at RECPDCL Corporate office, New Delhi and may be supply in PAN India as per requirement of RECPDCL.
- II. Customization to meet RECPDCL requirements may be done to existing product(s), In case such product(s) meet the scope of work Section-IV and the technical requirements/specifications as specified in Section-V.
- III. The bidder should bid for all of the items as listed above, also it is mandatory that all necessary items specified for an item (if any) must be quoted.
- IV. In case all the items inclusive of warranty and maintenance are not quoted then the bid shall be summarily rejected.
- V. The Approximate Quantities as indicated above are estimates for the initial immediate order only however RECPDCL reserves the right to order varied quantities of individual line items and to utilize the empanelment for procurement of other requirements during the empanelment and/or extended period as the case may be.
- VI. Supervision of commissioning and one year comprehensive warranty maintenance of supplied equipment by certified/ qualified and trained engineers/personnel only.

Note: The major responsibilities as specified above are indicative only and are not Exhaustive in any manner.

SECTION-IV
SCOPE OF WORK

1. The scope of work covers Supply, Installation, Testing, Commissioning and One Year Comprehensive Warranty Maintenance of Tablets for RECPDCL and empanelment for the same for a period of one year (Detailed technical specification is provided in Section-V):

1.1. Selected Bidder is expected to provide necessary on-site services in respect of installation and supply of equipment's including tablet at RECPDCL Corporate office, New Delhi.

1.2. Apart from supply, installation etc. the selected bidder will have to undertake the following jobs as and when required by RECPDCL during the comprehensive warranty maintenance period:

- Configuration for Network access, e-Mail account, Internet access etc. as per RECPDCL requirements.
- Installation & configuration of REC/RECPDCL required Mobile Apps.
- Support for the Supplied Operating System and related software, Mobile Device Management including patch updation etc.
- The bidder should carry out Acceptance Testing as specified by RECPDCL
- Bidder should configure the device details in Mobile device management software.

2. Comprehensive Warranty/Support:-

a. All equipment/products/ systems (including hardware, system software & optional items) should be under one year comprehensive warranty maintenance support from date of successful delivery, hand on trial and acceptance by RECPDCL, including free spare parts, kits etc.

b. The selected bidder should fulfill the following conditions during the comprehensive warranty maintenance period:-

- I. Any failure in the equipment/ product/system or a subsystem thereof should be rectified within maximum period of 24 (Twenty Four) hours of lodging complaint.
- II. Any equipment/ product/ system failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or quality control problem will be totally replaced by the selected bidder at its cost and risk within 30 (thirty) days from the date of last failure with equivalent new equipment/ product/ system.
- III. In case of a memory disk failure, selected bidder will make all efforts to restore existing data, if possible, while making the equipment/ product/ system operational, at the site.
- IV. Failure to compliance of aforementioned will attract liquidated damages. Quantum of liquidated damages will be decided by the RECPDCL. The quantum of liquidated damages as decided by Addl. CEO, RECPDCL shall be final and binding on the selected bidder and the same cannot be arbitrated upon by the selected bidder. However the maximum amount of liquidated damages will not be more than the cost of replacement by equivalent equipment/ product/ system or a part thereof. The liquidated damages are recoverable from Performance Bank Guarantee and/or any other dues of selected bidder.
- V. The One year comprehensive warranty maintenance period shall be taken into account for the systems/ equipment/ product from the date of successful acceptance of the last equipment against respective purchase/ work order by RECPDCL.

3. Web Based Support

All device software released till date & future updates, for components / sub systems etc. shall be available on selected bidder's/ OEM's website.

4. Deliverables and Timelines: The bidders should deliver as per the following manner

S.No.	Lot	Time Duration
i.	First Lot of about 150 nos. of Tablet	Within 10 days from issuance of work order/ PO/Release Order
ii.	Second Lot of about 150 nos. of Tablet	Within 15 days from issuance of work order/PO/Release Order
iii.	Third Lot of about 200 nos. of Tablet	Within 25 days from issuance of work order/PO/Release Order

Note: Time Duration includes (Supply, Installation, Testing, Commissioning and One Year Comprehensive Warranty Maintenance of Tablets from the date of acceptance). Delivery timelines for optional items (Item no. 2 & 3) of Table-I in Financial Bid (Form-III) will be notified at the time of Purchase order with delivery period as per requirement of RECPDCL.

SECTION-V

TECHNICAL SPECIFICATION

A. Minimum Technical Specifications detailed as below or higher version (Make/OEM: Apple/Sony/Samsung/Lenovo/Hewlett-Packard/Dell)

S.No.	Item	Minimum Specification or Better
	Please Specify Make/Model	
1	Form Factor	Slate Tablet
2	CPU	Quad Core 1.2 GHz or higher Processor
3	Memory	2 GB or higher RAM
4	Display	7.5 inch or higher TFT/LED capacitive touch screen display supporting 1024X720 or better resolution.
5	Internal Storage	16GB or higher Flash Memory
6	Graphics	Integrated HD Graphics
7	Camera	Integrated 2MP or higher Front camera and 5.0MP or higher Rear Camera with Autofocus or non-obstructive rotatable camera with 5.0MP or higher with Auto Focus.
8	Connectivity	<ul style="list-style-type: none">• Wi-fi support 802.11a/b/g/n• Integrated Bluetooth 4.0 or higher• Should support 2G, 3G and 4G Network connectivity in India.• Slot to insert GSM SIM
9	Input	Capacitive Multi touch screen, Volume Control, Sensors like accelerometer, GPS and AGPS etc
10	Output Ports	<ul style="list-style-type: none">• 3.5 mm headphone jack• Internal / External slot to install SD/Micro SD card to support at least 32GB card.
11	Audio	Built-in stereo Audio speaker with Microphone
12	Battery	Minimum 4000 mAh Rechargeable battery for minimum eight hours backup in standard working condition
13	Weight	< 500 gm
14	SAR	SAR value should be in permissible range as per Govt. of India norms. (Specify SAR Value of the offered product)
15	Accessories	<ul style="list-style-type: none">• Charger as per Indian electrical environment• Leather fold tablet cover with inbuilt strap for securing the accidental opening or damage of tablets.• Standard USB Data Cable
16	Software/OS	<ul style="list-style-type: none">• Preloaded OS (latest version), supporting above hardware configuration with the OS features mentioned below.• For better manageability and control of device, it should support OEM based/ Third Party mobile device management platform (MDM) to manage devices, push device policies, push custom apps and generate reports for e.g. white list/blacklist apps, White list URLs, control device functionality as camera, Bluetooth, WIFI, geo location of device, etc.• (If bidder is providing 3rd Party MDM solution as per technical specification. In this case the bidder has to submit the Certificate from device OEM, clearly stating the MDM software details including version details and functionality as per technical specification.)• Should provide OEM based SDK.

OS Feature: Preloaded OS should support above hardware configuration to provide functionality as follows:

- Support Multitasking

- Should support Open office / office suite for creating and editing PPT, Word and Excel Documents, Document rendering (DOC, DOCX, PPT, PPTX, XLS, XLSX, ODT, ODP, ODS format), PDF Viewer, text editor, jpeg, .gif, .bmp, AVI, etc
- Multimedia image display, net surfing, web browsing with acid3 test and HTML5 and CSS support.
- Capable to play online video.
- ZIP decompression, HD playback
- Screen shot capturing, multiple language support (Indian local language).
- Multimedia support including streaming and OpenGL support.
- Generic features for application synchronization with Laptop and Desktop PC content

B. Mobile Device Management (MDM) Solution from OEM/ 3rd party Specification

1. Objective:

Bidder should provide OEM/3rd party supported MDM Solution primarily for monitoring, maintaining, advance remote control, data security and to take full advantage of workforce mobilization and management of the applications & devices including BOYD.

- Provide complete device and application management consisting of :-
 - Policy Enforcement and compliance
 - Security
 - Application Management
 - Document sharing and management
 - Scalability
- Bidder should provide Central Management Portal.
- Technical training on MDM solution includes functional and operation training to RECPDCL deployed staff and training material to be provided.
- Bidder should establish own infrastructure to provide MDM solution.
- Initially the validity of MDM license per device is for a period of 1 year after Go-live and the validity period may be extended till the warranty of the tablet as per discretion of RECPDCL.
- Bidder should provide 24x7 on call support on MDM solution.

SECTION-VI
ELIGIBILITY CRITERIA

1. Eligibility/ Pre-qualification Criteria

S.No.	Clause	Documents Required
1.	The bidder should have been in business of supply of Laptops/ Desktop PCs/ Tablet/ Mobile devices for a period of at least 3 years as on last date of bid submission.	Submit valid documentary proof
2.	Bidder should submit valid documentary proof of CST/Sales Tax/VAT, Service Tax registration number and the details of income tax registration number (PAN)	Attach Valid documentary proof.
3.	The bidder shall provide OEM/3rd Party supported Mobile Device Management (MDM) Solution primarily for monitoring, maintaining, advance remote control, data security and to take full advantage of workforce mobilization and management of the applications & devices	Submit Proposed MDM Solution including functionality. If bidder is providing 3rd Party MDM solution as per technical specification. In this case the bidder has to Submit the Certificate from device OEM, clearly stating the MDM software details including version details and functionality as per technical specification.
4.	The bidder shall be the single point of contact for RECPDCL and shall be solely responsible for all warranties, upgrades and guarantees etc. offered by the device OEM etc.	Attach an undertaking to this effect for single point of contact. Bidder has to also enclose OEM authorization for one year comprehensive warranty maintenance.
5.	The bidder should be either (i) Manufacturer (OEM) / authorized distributor/ authorized dealer and also (ii)Service provider or system integrator for Laptops/ Desktop PCs/ Tablet/ Mobile devices.	In case of dealer/ distributor/Service Provider/System Integrator being the bidder attach the OEM authorization(s) and service provider proof(s) issued by the OEM for this tender clearly mentioning the tender number, date and validity (in the name of bidder specifically addressed to the Addl. CEO, RECPDCL for the same). As per Form - V (MAF)
6.	Bidders should have experience of successfully completing similar work i.e supply of Laptops/ Desktop PCs/ Tablet/ Mobile devices to Central/State Government	1. Submit the copy of LoA and completion certificate in support of their claim.

	<p>of India offices/CPSUs/SPSUs/any other Government of India organizations/ large corporate/MNC (Such large corporate/MNC should have turn over more than Rs.100 Crore) during last 3 years i.e. from 1 September 2013 to 31 August 2016 to be either of the following: -</p> <p>4. One similar completed work costing not less than the amount equal to Rs.60 lakhs value in single work order.</p> <p>5. Two similar completed works costing not less than the amount equal to Rs.37.5 lakhs value in two work order</p> <p>6. Three similar completed works costing not less than the amount equal to Rs.30 lakhs value in three work order (Please provide copy of LoA and completion certificate in support of their claim) Similar Work means Supply of Laptops/ Desktop PCs/ Tablet/ Mobile devices to Central/State Government of India offices/CPSUs/SPSUs/any other Government of India organizations/ large corporate/MNC (Such large corporate/MNC should have turn over more than Rs.100 Crore)</p>	
7.	The Agency should have audited average annual turnover of at least Rs.52.5 lakhs 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.	Attach documentary evidence (Audited balance sheet/ certificate for chartered accountant) for confirmation regarding turnover. The turnover refers to a company and not the composite turnover of its subsidiaries / sister concerns etc.
8.	The bidder should have Fully operational office/ Head Office/ Branch Office in Delhi/NCR.	Enclose proof for Fully operational office/ Head Office/ Branch Office in Delhi/NCR
9.	The bidder should have direct or through franchisee/OEM support facility at all of the locations of RECPDCL offices in the country. RECPDCL having offices across PAN INDIA	Enclose agreement or undertaking document for support facility.
10.	The bidder/ OEM should be ISO 9001:2008 certified or any ISO certification for the Quality Management /Production/Manufacturing, etc.	Attach valid documentary proof

11.	Bidder should not be blacklisted by any Central/ State Government/ Semi Government/ Public Sector Undertaking	An undertaking shall be submitted in this regard.
12.	The Bidder/OEM must have country wide infrastructure support in the form of direct/Authorized Partner/Franchisee support centers in <u>at least 22 States/UTs including one North Eastern States.</u>	<ol style="list-style-type: none"> 1. The bidders must submit details of their infrastructure with reference to locations and technical manpower, availability of inventory of spares etc. and also indicate their business model for providing warranty and after sales support in the format given in Annexure V 2. Bidders should also provide escalation matrix for their sales & support function. 3. The bidder/OEM shall have dedicated toll free number to book any service complaints.

NOTE:

- 1 Bid should accompany an earnest money deposit of Rs 1,00,000/- (Rupees One Lakh Only in the form of a Demand Draft/Banker's cheque drawn on a Scheduled commercial bank in favor of 'REC Power Distribution company Ltd payable at New Delhi. Cheques, Money orders or Cash etc. shall not be accepted as EMD. The bidder's are requested to make sure to indicate the tender number, name and address of the bidder on the reverse of EMD draft/ banker's cheque, any failure to comply with the same shall be at the risk of the bidder (OR) The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted against submission of EMD however, related valid document /certificate from NSIC/MSME registered with Central/State Government of India should be submitted.

- 2 The bidder must fulfill the above eligibility criteria/ pre-qualification conditions and Technical Specification specified in Section-V for evaluation of their technical bids. Technical bid of bidders fulfilling the above eligibility/ pre-qualification conditions will only be evaluated by the duly constituted technical evaluation committee. Bids of the bidders not fulfilling the eligibility/ pre-qualification conditions given above may be summarily rejected. Undertaking for subsequent

submission of any of the above documents will not be entertained under any circumstances.

RECPDCL reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria, failure to produce the same within the period as and when required and notified in writing by RECPDCL shall result in summarily rejection of the bid and/or termination of the contract with imposition of the contract clauses on the bidder by the RECPDCL on the award of the contract and/or the contract period extended or otherwise provided that the bidder is the successful bidder and has been awarded the contract as per the terms and conditions laid out in this tender.

SECTION-VII

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. The scope of work covers Supply, Installation, Testing, Commissioning and One Year Comprehensive Warranty Maintenance of Tablets for RECPDCL and empanelment for the same for a period of one year (Detailed technical specification is provided in Section-V)
2. The bidder should submit the documents through e tendering mode viz.
 - i. Letter of submission of bid enclosed as Form-I
 - ii. General Criteria Details enclosed as Form-II
 - iii. Financial bid/Performa of schedule financial bid as Form-III,
 - iv. Format for No-Deviation Certificate enclosed as Form-IV,
 - v. Manufacturer's Authorization Form enclosed as Form-V
 - vi. Supporting documents for qualifying eligibility criteria mention in Section VI.
 - vii. Duly signed scanned soft copy of Section-V (Technical Specification) document (Make & Model to be Specify). If Make and Model of Tablet is not mentioned bid may be summarily rejected.
 - viii. Letter of Transmittal enclosed as Annexure-I
 - ix. Acceptance form for participation in Reverse Auction Event enclosed as Annexure-IV
 - x. Support Infrastructure available with Bidder/Authorized Partner enclosed as Annexure-V

For evaluation of bids, Original of requisite EMD to be submitted in original on or before last date of submission of Bids, fulfilling the above conditions will only be evaluated by the duly constituted evaluation committee. Bids of the bidders not fulfilling the conditions given above may be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.

3. Terms of Payment

The payment to the bidder for the performance of the works under the contract will be made by RECPDCL as per the guidelines and conditions specified herein. The final payment will be made on successful Supply, Installation, Testing and Commissioning of tablets by the agency under the contract obligations subject to acceptance by RECPDCL.

The payment will be made to successful Bidder after the award of work, in the following manner:-

- a) No advance payment shall be made.
- b) Payments shall be subject to deductions of any amount for which the successful bidder is liable under the agreement against the respective purchase/ work order. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act,1961 and any other taxes.
- c) All relevant proof of delivery, installation and testing duly signed by the concerned officer at RECPDCL, Performance Bank Guarantee etc. to be submitted by the successful bidder for processing payment.
- d) Payment for all items including optional items shall be made in Indian Rupees only as per the following schedule:-

• **80% payment:** The payment will be made only after successful supply, installation, testing and commissioning of the product at the destination/ location as mentioned in the purchase/work order and submission of 10% of the purchase/work order value as bank guarantee valid for a period of three months after warranty and verification of the same from issuing bank.

• **20% payment:** After two months of successful functioning of the product from the date of delivery.

4. RECPDCL reserve right to ask to submit any document if desired so at any stage & also the right to verify/confirm all original documents & 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
5. 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 of minimum order within the proposed project.
6. RECPDCL reserve the right to accept the whole or its part of part of any responses with any short fall at its sole discretion.
7. RECPDCL reserve the right to call for fresh tenders invitation at any stage and /or time as per the present and /or envisaged RECPDCL requirements even if the tender is in evaluation stage or in any stage.
8. RECPDCL reserve the right to terminate/amend/modify the contract without assigning any reason or advance notice to the bidder. Similarly terms and conditions of the tender may be amended/modified by RECPDCL, if necessary, to ensure competitiveness and quality of product.
9. 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.
10. RECPDCL reserves the right to conduct the reverse auction (if required) for the 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 VI 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.
11. The tendered quantity is tentative. It may be increased or decreased at the discretion of RECPDCL on the same terms and conditions even after the tender period. In other words increasing or reducing the tender quantity can be made by RECPDCL even after the completion of the tender period and it is binding on the bidder without any resource.
12. Delivery of the Goods & Services purchased is done by the bidder at RECPDCL corporate office or any other location specified by RECPDCL.
13. Rate quoted shall be inclusive all taxes and duties. Further no claim for taxes and duties payable will be admitted at larger stage & on any ground whatsoever, irrespective of the bidder mentioning and recording anything contrary to the above in the quotation. After the implementation of VAT and even after any changes contemplated in the tax structure and the rate of taxes to be levied by the State

Government, the rate quoted to RECPDCL should be constant and it should be applicable to all work orders placed by RECPDCL during the contract period.

14. RECPDCL reserves right to reject the Goods & Service, if the Goods & Services are not delivered strictly as per the specification mentioned. In this regard, decision of RECPDCL is final and binding on the parties without any resources.
15. In the event of delay or default in supply & installation of goods & services or not adhering to the schedule given, RECPDCL reserves the right to procure the requirement from the other sources and recover the excess cost if any incurred by RECPDCL from the bidder. However if the rate is cheaper the benefit will not accrue to bidder.
16. RECPDCL reserves the right to either reject the entire lot or part of the material or impose cut or forfeit the EMD/PBG at its discretion if the quality is not in accordance with the technical specification or inferior quality goods supplied.
17. Supply should be accompanied by a bill, advance stamp receipt and warranty certificate if applicable for arranging payment.
18. Each supply and installation should be subjected to quality analysis. The Goods & Services should be strictly in conformity with the technical specifications.
19. Shortage and damages will be intimated to the suppliers/service provider and the equivalent amount will be deducted from the bill amount, if they are not replaced /rectified by the supplier/service provider.
20. If any problem arises within time frame, a standby equipment should be provided till the equipment is repaired.
21. Penalty as may be decided by the tender approving authority will be imposed when the supply/services is rejected in verification.
22. The supplied material/service should be without adulteration. If adulteration is noticed in the material/Service supplied by supplier/service provider will be prosecuted besides blacklisting the bidder and forfeiting the EMD.
23. If any commodity/material etc. supplied/provided by the supplier/service provider have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or otherwise faulty then the contract price of such item will be recovered from the supplier if the payment had already made to him. Otherwise the supplier/service provider will not entitled to any payment what so ever for such supply.
24. The bidder support infrastructure available with bidder/authorized partner as per Annexure-V.
25. **Liquidated damages (LD) for delay for Supply of material**
 - a) Time is essence of the contract.
 - b) The successful bidder must supply, install, and clear the test of all the equipment's as per the specified schedule. Any Failure to supply, install and clear the test for all or some of the equipment(s) on or before the stipulated date will entail a liquidated damage equal to 1% of the value of the defaulted

supply/ installation per week or part thereof subject to maximum of 10% of total contract value. Above penalty will be calculated based on unit rate of respective item and delay will be calculated as complete cycle for supply, install and clear the test for respective item. Payment of liquidated damages does not affect the successful bidder's liabilities

- c) In case of delay in compliance with the order beyond one week of the stipulated time period, RECPDCL will have the right to cancel the order & forfeit the EMD/ revoke the performance and/or any other bank guarantee etc.
- d) In addition the bidder shall also be liable to pay RECPDCL a cancellation charge of 2% of the value of unsupplied items. In case of non-payment of cancellation charges RECPDCL reserves the right to realize the same from the security deposits of the bidder, if any, already available with them, which may be against any other work order. In such a situation, RECPDCL will complete the execution of incomplete orders through alternate sources at the risk and cost of the defaulting vendor.
- e) Liquidated Damages can be recovered from any dues of the successful bidder.

26. Termination/ Cancellation of Purchase/ Work Order

a. RECPDCL may at any time terminate/ cancel the purchase/ work order, if the bidder is unable to provide the services as per the requirements. In such cases, if any amount is due to the Bidder on account of the work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the tender document and after alternate arrangement to complete the work has been made at the selected bidder's cost and risk. The selected bidder will give at least three month notice prior to discontinuing the service.

b. RECPDCL may at any time terminate/cancel the purchase/ work order by giving written notice to the selected bidder, without compensation to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent, provided that such termination will not be prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to RECPDCL.

c. RECPDCL may by written notice sent to the selected bidder, terminate/cancel the purchase/ work order in whole or in part at any time on its convenience. The notice of termination/cancellation shall specify that termination/cancellation is on RECPDCL's convenience, the extent to which performance of work under the purchase/ work is terminated/ cancelled, and the date upon which such termination/cancellation becomes effective. RECPDCL reserves the right to elect :

- i To have any portion completed at the purchase/ work order terms and prices; and/or
- ii To cancel the remainder and pay to the selected bidder an agreed amount for partially completed services.

27. Governing Law and Disputes

a. If any dispute (s) or differences (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to have amicable resolution and settlement through a committee appointed by Chairman, RECPDCL. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by Chairman, RECPDCL. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time. The venue of the arbitration shall be New Delhi, India.

b. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties. The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent life interest during arbitration proceedings. Notwithstanding any references to Arbitration, the parties shall continue to perform their respective work/obligation under the contract.

28. Performance Security:

a. The agency is required to deposit immediately after the issuance of work order, a Performance Security in the form of Bank Guarantee or Demand Draft (DD), for an amount of 10% (Ten per cent) of the contract value against the supply portion for one month plus 90 days claim period for the due performance and fulfilment of the contract by selected bidder in the format placed at Annexure – III

b. The Performance Bank Guarantee may be drawn from a scheduled commercial bank in favour of The "REC Power Distribution Company Ltd", New Delhi.

c. The Performance Bank Guarantee may be discharged/ returned by the RECPDCL after the completion of the contract upon being satisfied for the performance of the obligations of selected bidder under the contract.

d. Failing to comply with the above requirement, or failure to enter into contract within 30 days or within such other extended period, as may be decided by the CEO, RECPDCL shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.

e. In the event, the firm being unable to provide the services, during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by RECPDCL.

f. No Bank Charges/ interest shall be payable for the Performance Bank Guarantee.

29. Rates and Prices

a) Bidders should quote per unit rates/prices including all taxes & duties .

b) All statutory duties and taxes (including excise and customs) Sales Tax and other charges will be payable by the bidder.

c) Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall require forfeiture of the EMD.

d) In a tender either the Indian agent on behalf of the Principle /OEM or Principle / OEM itself can bid but both cannot bid simultaneously for the same item/product.

e) If an agent submits bid on behalf of the principal /OEM, the same agent shall not

submit a bid on behalf of another principal /OEM in the same tender for the same item/product.

- f) The bidder shall be single point of contact for RECPDCL and shall be solely responsible for all warranties/guarantees, upgrades etc. offered by OEM during total warranty period. Attach an undertaking to this effect.
- g) All items in the **TABLE-I including OPTIONAL ITEMS (Item No. 2 & Item No. 3)** in FINANCIAL BID (FORM-III) must be quoted failing which the bid is liable to be **rejected**.
- h) The **OPTIONAL ITEMS (Item No. 2 & Item No. 3)** in **TABLE-I** FINANCIAL BID (FORM-III) will consider as per discretion and convenience of RECPDCL.
- i) Work shall be awarded to LQ-1 bidder based on weighted average of Rate Quoted in Item No.1 and Optional Items (Item No.2 & Item No.3) in Column A (TABLE-I) FINANCIAL BID (FORM-III) which shall be calculated as below:

$$\Sigma = (0.998 \times \text{Rate Quoted in Item No.1 in Column A}) + (0.002 \times \text{Rate Quoted in Optional Items (Item No.2 + Item No.3 in Column A) in TABLE -I}$$

- j) The above calculation is only for bid evaluation purpose only. However, payment shall be made to LQ-1 bidder based on the Rate Quoted for Item No.1 and optional items (Item No.2 and Item No.3) in Column A FINANCIAL BID (FORM-III).
- k) In case the price/rate of a required line item is mentioned as zero i.e. '0' in FINANCIAL BID (FORM-III) the same shall be treated as the bid price.
- l) In case of discrepancy between the value indicated by the bidder "In Figures" & "In Words", the value indicated at "In Figures" shall prevail.
- m) The quantities of equipment/ products/ systems indicated in the list are tentative. Payment will be made as per actual on pro rata basis.
- n) All rates/prices to be quoted in Indian Rupees only, considering the tender terms and conditions and scope of work.
- o) TDS will be deducted at source as per rules as applicable.
- p) No advance payment shall be made.
- q) Quoted rates/prices should be valid for delivery of equipment and services across India.
- r) The quoted rates/prices to be all inclusive of taxes, duties, levies, charges etc.
- s) Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
- t) Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD/PBG of said bidder.
- u) RECPDCL can place order in staggered manner and can evolve a superset/ subset of the requirements for placing order.

30. **Notification of award / Work Orders**

- a) The acceptance of a tender/ placement of purchase/ work order will be communicated in writing at the address for correspondence supplied by the successful Bidder in tender response. Any change of address of the Bidder, therefore, should be promptly notified in writing to the Addl. CEO, REC Power Distribution Company LTD., 1016-1023, 10th Floor, Devika Tower, Nehru Place, New Delhi 110019.
- b) RECPDCL reserve the right to order any subset /superset of the tendered items.
- c) The initial order shall be awarded to the LQ1 bidder as selected for Supply, Installation, Testing, Commissioning and One Year Comprehensive Warranty Maintenance of Tablets for RECPDCL Corporate Office at New Delhi.
- d) **Repeat Order(s): RECPDCL** reserve the right to procure any of the items in this tender through repeat order(s) on LQ1 bidder for Supply, Installation, Testing, Commissioning of Tablets separately at their quoted rates and as per terms & conditions of this tender limited up to 50% of the initial purchase order value for a

period of one year from the date of issue of initial purchase order.

SECTION-VIII

FINANCIAL BID EVALUATION METHODOLOGY

1. Preparation of Financial Bids

- 1.1 The Agency should upload Bid document with duly signed copy of the requisite documents through digital signature.
- 1.2 The Bidders are required to submit the complete financial bid documents through e-tendering only after satisfying each and every condition laid down in the tender documents. Bids submitted in other forms shall be summarily rejected.
- 1.3 Do not upload Financial Bid document with any other bid documents. Financial bid has to be uploaded separately.
- 1.3 All rates should be in figures and in words. In case of discrepancy between the words and the figures the rate indicated in words shall prevail.
- 1.4 Rates quoted should be firm and fixed. No price variation and escalation will be allowed.

2. Submission of Financial Bid:

- 2.1 Scan copy of "**Earnest Money Deposit**" along with letter of transmittal should be uploaded in portal.
- 2.2 Original EMD and integrity pact are to be submitted on or before the last date of the submission.
- 2.3 Financial Bid should only be submitted through e-tendering mode and duly digitally signed by the authorized person, giving full name of the firm with its current business address. The letter of authorization shall be indicated by written Power-of-Attorney/ Authorization Letter accompanying the bid.
- 2.4 REC PDCL reserves the right to reject any or all tenders or drop part of tender without assigning any reasons whatsoever.
- 2.5 The quotation shall be valid for entire contract period/completion of the Assignments.
- 2.6 The bidders should satisfy themselves before submission of the bid to RECPDCL that they understand and satisfy each and every condition laid down in the bid document.

3. Opening of Bid:

- 3.1 Tenders duly submitted/uploaded, will be opened online on the schedule date and time. The tenders will be opened and the bidders or their authorized representative may, if they so desire be present at the time of opening of tenders.
- 3.2 Bid of only those bidders will be opened who have submitted requisite EMD in original detail as above within the specified time limit.
- 3.3 If due date of receipt of tenders and/or that of opening of tender happens to be a closed holiday(s), the tenders would be opened on the next working day but the time of receipt and of opening will remain the same.
- 3.4 REC PDCL reserves the right to postpone and/or extend the date of submission/opening of tenders or to withdraw the tender notice, without assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from the Company.

4. Financial Bid :

- 1 Bidders has to quote their rates strictly as per the financial bid format enclosed as Form-III should be submitted/uploaded through online/e-tendering mode only.
- 2 The prices shall remain FIRM till entire contract period /completion of the Assignment.
- 3 Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
- 4 Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD of said bidder.
- 5 All items in the TABLE-I including OPTIONAL ITEMS (Item No. 2 & Item No. 3) in FINANCIAL BID (FORM-III) must be quoted failing which the bid is liable to be rejected.
- 6 The OPTIONAL ITEMS (Item No. 2 & Item No. 3) in TABLE-I FINANCIAL BID (FORM-III) will consider as per discretion and convenience of RECPDCL.
- 7 Work shall be awarded to LQ-1 bidder based on weighted average of Rate Quoted in Item No.1 and Optional Items (Item No.2 & Item No.3) in Column A (TABLE-I) FINANCIAL BID (FORM-III) which shall be calculated as below:

$$\Sigma=(0.998 \times \text{Rate Quoted in Item No.1 in Column A}) + (0.002 \times \text{Rate Quoted in Optional Items (Item No.2 + Item No.3 in Column A) in TABLE -I}$$

- 8 The above calculation is only for bid evaluation purpose only. However, payment shall be made to LQ-1 bidder based on the Rate Quoted for Item No.1 and optional items (Item No.2 and Item No.3) in Column A FINANCIAL BID (FORM-III).
- 9 In case the price/rate of a required line item is mentioned as zero i.e. '0' in FINANCIAL BID (FORM-III) the same shall be treated as the bid price.
- 10 In case of discrepancy between the value indicated by the bidder "In Figures" & "In Words", the value indicated at "In Figures" shall prevail.
- 11 The quantities of equipment/ products/ systems indicated in the list are tentative. Payment will be made as per actual on pro rata basis.
- 12 All rates/prices to be quoted in Indian Rupees only, considering the tender terms and conditions and scope of work.
- 13 TDS will be deducted at source as per rules as applicable.
- 14 No advance payment shall be made.
- 15 Quoted rates/prices should be valid for delivery of equipment and services across India.
- 16 The quoted rates/prices to be all inclusive of taxes, duties, levies, charges etc.
- 17 Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
- 18 Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD/PBG of said bidder.
- 19 RECPDCL can place order in staggered manner and can evolve a superset/ subset of the requirements for placing order..

5. Earnest Money Deposit (EMD)

- 5.1 Bidders shall submit, Earnest Money of Rs. 1,00,000/- (Rupees One Lakh Only) in the form of irrevocable Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "**Annexure-III**" or Bank Draft drawn in favour of "REC Power Distribution Company Limited" payable at New Delhi and shall be

initially be kept valid up to validity of the offer plus 30 days or such extended period. Tenders not accompanied by the requisite amount of Earnest Money shall be rejected.

5.2 Earnest Money shall be forfeited in case of the following:

- a) On revocation of tender or increase in rates after opening of the tender but before the validity of the quotations expires.
- b) On refusal to enter into contract agreement after award of contract.
- c) Non submission of Contract Performance Guarantee.

5.3 The EMD shall be returned without interest:

- a) To the all unsuccessful bidders
- b) To successful bidder on acceptance of LOA & submission of Contract Performance Guarantee by successful bidder.
- c) In case bidding process is terminated by REC PDCL for any reason.

6. Performance Bank Guarantee (PBG):

6.1 The Performance Bank Guarantee should be submitted by successful bidders in form of Demand Draft(DD)/ Bank Guarantee after the award of work as per prescribed format enclosed as "Annexure-IV" issued in favor of REC Power Distribution Company Ltd. and Payable at New Delhi.

6.2 On award of assignment, 10% PBG of the respective contract value (i.e. as per the Grand total of financial sheet) has to be submitted valid for completion period plus 90 days or such extended period. The performance bank guarantee shall be returned to the agency without any interest upon completion of all items of work as defined in scope of work, submission of final report and acceptance of the same by REC/RECPDCL and in case of any failures/non-performance of the contract , PBG shall be forfeited/encashed.

7. Deviation:

The bidder must comply with the Scope of work, all terms and conditions & milestone target for execution of work as per bid document. No deviation on the lower side in this regard shall be accepted. In case of any deviation, Bids shall be summarily rejected.

8. Bidders may be present in person or may send their authorized representative at the time of opening of bid as per schedule. No further intimation shall be given if there is no change in the schedule. It is expected that all bidder shall attend the opening of bids. However, bids shall be opened and decision shall be taken even in absence of representative if the bid opening is not attended.

9. REC PDCL reserves the right to reject any offer in full or in part & award the work to one or more than one bidders, without assigning any reason thereof and without incurring any liability to the affected bidders for the action of REC PDCL.

10. In case it is decided to split the work to more than one agency at the lowest received rates, preference of work may be given to the agency which quoted the lowest rates in response to tender enquiry.

11. Warranty

Comprehensive Warranty of the product shall be initially for a period of 1+One year, which may be renewed for another one year on satisfactory performance of the bidder at the sole discretion of RECPDCL at the rates quoted in Optional Items (Table I) in Financial Bid (Form III) & terms and conditions.

12. Termination of Contract:

12.1 The contract shall remain in force as per the award of work or till satisfactory completion of awarded work, whichever is earlier.

12.2 However, in case, in the opinion of RECPDCL if the agency is not likely to make up for the delay, indicating poor work, the agency is acting in anyway prejudicial to the completion of project, on adoption of unethical practices etc. the contract may be terminated partly or fully by giving 30 days' notice and the balance works shall be got executed at the risk & cost of the agency.

12.3 In case of default in services or denial of services, RECPDCL, at its sole discretion, will be free to avail services of other service providers at the "Risk & Cost" of the defaulter.

13. Force Majeure

The REC PDCL and Agency shall ensure due compliance with the terms of this tender/Work order. However no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the tender/Work order to the extent that such a failure is due to force Majeure events which include fire, riot, strike, lock out, forces of nature, accident, and act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and give written notice within 72 hrs. of occurrence to the other party to this effect. The services covered under this tender/Work order shall be started as soon as the condition of force majeure ceases to exist against the particular party to this tender/Work order.

14. General Conditions

14.1 Disputes Resolution & Arbitration

1.1 Disputes under the agreement shall be settled by mutual discussion.

1.2 However, in the event amicable resolution or settlement is not reached between the parties, the differences of disputes shall be referred to and settled by the Sole Arbitrator to be appointed by Chairman, REC PDCL.

1.3 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.

1.4 The venue of the arbitration shall be New Delhi, India.

1.5 The fee & other charges of Arbitrator shall be shared equally between the parties.

1.6 The Arbitrator will give the speaking & reasoned award. The party will not be entitled to any Pendente lite interest during arbitration proceedings.

14.2 Jurisdiction of Courts etc.

The Courts/any other Tribunal or Forum in Delhi/New Delhi alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out of this contract.

14.3 Sub-contracting

Agencies to which work is awarded are not allowed to Sub-contract the work to any other parties either in part or full.

14.4 Letter of Transmittal

Letter of transmittal as per enclosed format "**Annexure-I**" to be submitted along with EMD in a sealed envelope.

14.5 It will be imperative on each bidder to fully acquaint itself of all factors/activities which would have effect on the performance of the work and its cost.

15. Empanelment

- a. All technically qualified bidder(s) shall be deemed to be technically empanelled with RECPDCL for a period of one year from the date of issue of 1st Purchase/work order on LQ1 bidder. During the period of empanelment in order to meet its requirements RECPDCL can float a limited tender (snap bidding) amongst the technically qualified bidders. The EMD for such limited/ snap tenders shall be submitted by the technically qualified bidders on case-to-case basis as decided by RECPDCL.
- b. During the validity period of empanelment, rate quoted by the empanelled bidders in subsequent limited/ snap tenders, unit rate for individual item(s) should not be higher than the rate quoted by lowest quote (LQ1) bidder in the current tender. Therefore, only better rate would be accepted in subsequent limited/ snap tender(s).
- c. Keeping in view the RECPDCL- requirements and/or project commitment and/or technical advancement/ obsolescence and/or otherwise, RECPDCL reserves the right to float a separate new tender inviting bidder(s) not technically empanelled with RECPDCL to participate in the bidding as well. All bidders are deemed to be in agreement/ acceptance to the same, any bidder not agreeing to this condition shall specify the same in deviations in its technical bid and shall not be eligible for further evaluation of its bid.
- d. RECPDCL reserves the right to procure any equipment/ other additional parts/ optional items/ accessories etc. like for upgrade/ update the specifications of supplied systems/ equipment or otherwise including any peripherals etc. from the empanelled vendors on limited/ single quotation basis and/or through other sources at the discretion of RECPDCL. However, If the supplier of the original

system/ equipment is not supplying these additional parts/ optional items/ accessories/ peripherals etc. the supplier of the original system/ equipment shall undertake the installation and commissioning of these parts/ optional items/ accessories/ peripherals etc. under and during the period of the comprehensive warranty maintenance of the original system/ equipment at no additional cost along with the supplier of the additional parts/ optional items/ accessories/ peripherals provided that he/she shall not be liable for any defects/ non-functioning/ warranty of these additional items.

- e. The selected bidder should not assign and/or sublet the empanelment or any part of it to any other agency in any form. Failure to do so shall result in termination of empanelment and forfeiture of security deposit/ performance guarantee etc., if any.
- f. During the execution of work order including extended period, if any, if the selected bidder quotes, sells or exhibits written intention to sell any System and/or sub-system of the same or equivalent configuration to any other department/Organization at a price lower than the price fixed for RECPDCL, the selected bidder shall voluntarily pass on the price difference to RECPDCL. The effective date will be the date of quoting the lower rates in the bid/quote. Similarly, in the event of lowering of government levies subsequent to the placement of purchase/ work order, the selected bidder shall automatically pass on the benefits to RECPDCL. In case of a failure to pass on the reduced prices to RECPDCL within a maximum period of 30 days of such reduction as offered by the bidder to any other Department/ Organization the empanelment shall be cancelled. Further, the bidder shall be blacklisted by RECPDCL for indefinite or specific period of time at RECPDCL's discretion and the bidder's performance guarantee or any other payments (outstanding or future)/ guarantees shall be forfeited (including those payable/ revocable against any other work) by RECPDCL.
- g. In the event of increasing of government levies subsequent to the finalization of the tender; RECPDCL shall automatically pass on the pro-rata benefits to the selected bidder, if the same have been explicitly given in the financial annexures and specifically claimed by the selected bidder while submission of its invoice/ bill for payment along with a copy of all appropriate required government notifications.
- h. No deviations from these terms and conditions will be accepted. Any violation thereof will lead to rejection of the bid and forfeiture of EMD/Security Deposit.

16. Language of Bids

All bids and supporting documentation shall be submitted in English language and should be clear, free from jargons and ambiguous words or phrases requiring interpretation. Expressions like 'subject to availability', 'subject to acceptance', 'to be provided later' etc. shall not be accepted.

LETTER FOR SUBMISSION OF BID

To,
Addl. Chief Executive Officer
RECPDCL,
1016-1023, 10th Floor,
Devika Tower,
Nehru Place, New Delhi-110019

Sub.: Engagement of Agency for Supply, Installation, Testing, Commissioning and One Year Comprehensive Warranty Maintenance of Tablets for RECPDCL and empanelment for the same for a period of one year

Sir,
1. With reference to your Bid No. _____ dated _____ for Supply, Installation, Testing, Commissioning and One Year Comprehensive Warranty Maintenance of Tablets for RECPDCL and empanelment for the same for a period of one year, I wish to apply for engagement with RECPDCL.

Further, I hereby certify that-

2. 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.
3. 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.
4. 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.

Supply, Installation, Testing, Commissioning and One Year Comprehensive Warranty Maintenance of Tablets for RECPDCL and empanelment for the same for a period of one year

GENERAL CRITERIA DETAILS

1. **THE FIRM** : _____

2. **Name** : _____

3. **Regd. Address :**

a) **Address of Office** : _____

b) **Contact Person's**

i) **Name & Designation** : _____

ii) **Address** : _____

iii) **Tel No. Landline/Mobile** : _____

iv) **Email ID** : _____

4. **Type of Firm (Please tick): Private Ltd./ Public Ltd./ Cooperative/ Partnership/ Proprietor**

5. **PAN No.** : _____

6. **Service Tax Reg. No.:** _____

7. **E.M.D. Details** **Rs.** _____

DD/BG No. _____

Name & Address of Bank _____

Signature.....

Full Name.....

Designation.....

Address.....

FINANCIAL BID**(ONLINE ONLY)**

Name of the Bidder: _____

TABLE-I

Item No.	Item Description	Unit	Total Price in INR (Inclusive of all taxes)	
			In figure	In words
			A	B
Item No. 1	Supply, Installation, Testing, Commissioning of TABLETS along with necessary accessories, as per technical specification specified in Section-V with ONE year comprehensive warranty maintenance from OEM	01 (per tablet)	<i>submit through online</i>	<i>submit through online</i>
(OPTIONAL ITEMS)				
Item No. 2	Cost of additional ONE year comprehensive warranty maintenance from OEM for TABLET	01 (per tablet)	<i>submit through online</i>	<i>submit through online</i>
Item No. 3	Cost of Mobile Device Management (MDM) Software License from OEM/Third Party for ONE year	01 (per tablet)	<i>submit through online</i>	<i>submit through online</i>
(For Bid Evaluation Purpose only)				
$\Sigma = (0.998 \times \text{Rate Quoted in Item No.1 in Column A}) + (0.002 \times \text{Rate Quoted in Optional Items (Item No.2 + Item No.3 in Column A)})$				
Weighted Average (Σ) of Rate Quoted in Item No.1 and Optional Items (Item No.2 & Item No.3) in Column A (For Bid Evaluation Purpose only)				

Note:

- All items in the **TABLE-I including OPTIONAL ITEMS (Item No. 2 & Item No. 3)** must be quoted failing which the bid is liable to be **rejected**.
- The **OPTIONAL ITEMS (Item No. 2 & Item No. 3)** at **TABLE-I** will consider as per discretion and convenience of RECPDCL.
- Work shall be awarded to LQ-1 bidder based on weighted average of Rate Quoted in Item No.1 and Optional Items (Item No.2 & Item No.3) in Column A (TABLE-I) which shall be calculated as below:

$$\Sigma = (0.998 \times \text{Rate Quoted in Item No.1 in Column A}) + (0.002 \times \text{Rate Quoted in Optional Items (Item No.2 + Item No.3 in Column A)}) \text{ in TABLE - I}$$

- The above calculation is only for bid evaluation purpose only. However, payment shall be made to LQ-1 bidder based on the Rate Quoted for Item No.1 and optional items (Item No.2 and Item No.3) in Column A.
- In case the price/rate of a required line item is mentioned as zero i.e. '0' the same shall be treated as the bid price.

6. In case of discrepancy between the value indicated by the bidder "In Figures" & "In Words", the value indicated at "In Figures" shall prevail.
7. The quantities of equipment/ products/ systems indicated in the list are tentative. Payment will be made as per actual on pro rata basis.
8. All rates/prices to be quoted in Indian Rupees only, considering the tender terms and conditions and scope of work.
9. TDS will be deducted at source as per rules as applicable.
10. No advance payment shall be made.
11. Quoted rates/prices should be valid for delivery of equipment and services across India.
12. The quoted rates/prices to be all inclusive of taxes, duties, levies, charges etc.
13. Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
14. Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD/PBG of said bidder.
15. RECPDCL can place order in staggered manner and can evolve a superset/ subset of the requirements for placing order.

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

FORMAT FOR NO-DEVIATION CERTIFICATE

Unless specifically mentioned in this schedule, the tender shall be deemed to confirm the RECPDCL's specifications:

S. No.	Clause No.	Details of deviation with justifications

By signing this document we hereby withdraw all the deviations whatsoever taken anywhere in this bid document and comply to all the terms and conditions, technical specifications, scope of work etc. as mentioned in the standard document except those as mentioned above.

Seal of the Company:

Signature

Name

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

MANUFACTURER AUTHORIZATION FORM

(To be submitted on OEM's Letter Head)

Date:

To,

Addl. Chief Executive Officer
RECPDCL,
1016-1023, 10th Floor,
Devika Tower,
Nehru Place, New Delhi-110019

Sir,

WHEREAS M/s. [name of OEM], who are official manufacturers of having factories at [address of OEM] do hereby authorize M/s [name of bidder] to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us

.....

and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty as mentioned in the Tender Document, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

We hereby confirm that in case, the channel partner fails to provide the necessary services as per the Tender Document referred above, M/s [name of OEM] shall provide standard warranty on the tablets supplied against the contract. The warranty period and inclusion / exclusion of parts in the warranty shall remain same as defined in the contract issued to their channel partner against this tender enquiry.

Yours Sincerely,

For

Authorized Signatory

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

LETTER OF TRANSMITTAL

To: [Name and address of Client]

.....
.....
.....

Dear Sir/s,

I/We, the undersigned, have examined the details given in your Request for Proposal dated [**Insert Date**] for Supply, Installation, Testing, Commissioning and One Year Comprehensive Warranty Maintenance of Tablets for RECPDCL and empanelment for the same for a period of one year. We accept all the terms & conditions of the bid document without any deviation and submit the Bid. We hereby certify that M/s _____ or its group companies have not been awarded any work for & shall not be a competitor to REC/RECPDCL during contract period in case the contract is awarded.

Also, M/s _____ or its group companies is not executing or providing any type of consultancy services either directly or as a sub-contractor for the particular work for which Bid is submitted.

It is confirmed that M/s. _____ is not banned or blacklisted by any Govt./Pvt. Institutions in India.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

BID BANK GUARANTEE (EARNEST MONEY)

(To be stamped in accordance with Stamp act)

This deed of Guarantee made this _____ day of _____ 2016 by

(Name of the Bank)

having one of its branch at _____ acting through its Manager (hereinafter called the "Bank") which expression shall wherever the context so requires includes its successors and permitted assigns in favour of REC Power Distribution Company Ltd., registered under the Companies Act, 1956, having its office at _____ (hereinafter called "RECPDCL") which expression shall include its successors and assigns.

WHEREAS RECPDCL has invited tender vide their Tender Notice No.

_____ Dated

_____ to be opened on _____ AND

_____ WHEREAS M/s _____

(Name of Tenderer)

having its office at _____ (hereinafter called the "Tenderer"), has/have in response to aforesaid tender notice offered to supply/ do the job _____ as contained in the tender.

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

AND WHEREAS, we _____

(Name of Bank)

have at the request of the tenderer agree to give RECPDCL this as hereinafter contained.

NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that, the aforesaid Tender shall remain open for acceptance by RECPDCL during the period of validity as mentioned in the Tender or any extension thereof as RECPDCL and the Tenderer may subsequently agree and if the Tenderer for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay RECPDCL, New Delhi on demand without demur to the extent of Rs. _____ Rupees _____ only

We further agree as follows:-

1. That RECPDCL may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in

regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between RECPDCL and the Tenderer AND the said Bank shall not be released from its liability under these presents by an exercise by RECPDCL of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the RECPDCL or any indulgence by RECPDCL to the said Tenderer or any other matter or thing whatsoever.

2. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to RECPDCL in terms thereof.
3. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RECPDCL in writing and agree that any charges in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTANDING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. _____ (Rupees _____ only) and this Guarantee shall remain in force till _____ unless a claim under this guarantee is filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. up to _____ all rights under Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

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

Note: - The date shall be thirty (30) days after the last date for which the bid is valid.

PERFORMANCE BANK GUARANTEE

M/s REC Power Distribution Company Ltd.,
Core 4, Scope Complex, Lodhi Road,
New Delhi — 110003 (INDIA)

(With due stamp duty if applicable)

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 BID/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 BID/Work Order No _____ dated _____ and RECPDCL having agreed that the Agency 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 BID/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 favor for account of _____ (The Agency) in cover of performance guarantee in accordance with the terms and conditions of the BID/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 BID/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 signature
Chief Manager/ Manager
Seal of Bank

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

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. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

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 out rightly rejected by RECPDCL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by RECPDCL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

Signature & Seal of the Bidder

SUPPORT INFRASTRUCTURE AVAILABLE WITH BIDDER/AUTHORIZED PARTNER/OEM

Sr No.	State Name	Own / Franchisee Support Centre*	Address of support centre	Phone number of Person-in-charge**	Email of Person-incharge**	Size of Manpower
1.	Andhra Pradesh					
2.	Bihar 3					
3.	Chandigarh					
4.	Chhattisgarh					
5.	Delhi					
6.	Goa					
7.	Gujarat					
8.	Haryana					
9.	Himachal Pradesh					
10.	Jammu & Kashmir					
11.	Jharkhand					
12.	Karnataka					
13.	Kerala					
14.	Madhya Pradesh					
15.	Maharashtra					
16.	Orissa					
17.	Puducherry					
18.	Punjab					
19.	Rajasthan					
20.	Sikkim					
21.	Tamil Nadu					

22.	Telangana					
23.	Uttar Pradesh					
24.	Uttrakhand					
25.	West Bengal					
26.	Andaman & Nicobar					
27.	Lakshadweep					
28.	Dadra Nagar & Haveli					
29.	Daman & Diu					
	NORTH EAST					
1.	Assam					
2.	Arunachal Pradesh					
3.	Manipur					
4.	Meghalaya					
5.	Mizoram					
6.	Nagaland					
7.	Tripura					

***In the case of Support Centre operated by franchisee, enclose a copy agreement between the bidder and franchise, in each such case.**

****For each support center, separate contact details like phone number and official e-mail IDs should be provided. General customer care phone number and e-mail ID will not be considered.**