



आरईसी पावर डिस्ट्रीब्यूशन कम्पनी लिमिटेड  
**REC POWER DISTRIBUTION COMPANY LIMITED**  
(A wholly owned subsidiary of REC Ltd., a 'Navratna CPSE' under Ministry of Power, Govt. of India)  
CIN no. of RECPDCL- U40101DL2007GOI165779

Corporate Office: 1016-1023, 10th Floor, Devika Tower, Nehru Place, New Delhi-110019  
Tel: 011-4412 8755 Fax: 011-4412 8768, Web: www.recpdcl.in, E-mail: recpdcl@rediffmail.com  
Regd. Office: Core-4, SCOPE Complex, 7 Lodhi Road, New Delhi-110003, Phone (011) 43091506 Fax: (011) 24365815

**TENDER NO: RECPDCL/IT/COMPUR (Empanl)/2015-16/419**

**Bid Document**

Request for Proposal (RFP)

**(ONLY THROUGH E-TENDERING MODE)**

*for*

**Supply, Installation, Commissioning and Three Years On-Site Comprehensive Warranty Maintenance of Laptops (two categories) for RECPDCL Offices at various locations in India and empanelment for the same for a period of one year**

- |       |  |   |                       |
|-------|--|---|-----------------------|
| (i)   | Date for Issue tender                                      | : | 27.05.2015            |
| (ii)  | Pre-Bid Meeting<br>Time: 1100 Hours (IST)                  | : | 03.06.2015            |
| (iii) | Last Date for Submission of Bids<br>Time: 1500 Hours (IST) | : | 18.06.2015            |
| (iii) | Date of Opening of Technical Bid<br>Time: 1600 Hours (IST) | : | 18.06.2015            |
| (iv)  | Date of Opening of Financial Bid                           | : | To be intimated later |

**Cost of Bid Document: NIL**

**Earnest Money Deposit (EMD): 50,000/- (Rupees Fifty thousand only)**

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**IMPORTANT NOTICE**

1. An incomplete and/or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.
2. The bidder must attest with company seal the original tender document as an acceptance of the TENDER terms and conditions and submit the same along with the tender response. The price should not be quoted in the same. In case of a non-compliance the response is liable to be ignored/ summarily rejected.
3. **The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from the website [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) or from e-tender link given in RECPDCL Website, viz, <http://www.recindia.gov.in> and [www.RECPDCL.in](http://www.RECPDCL.in)**

**Note:**

- a) To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with RECPDCL through Tender Wizard Website given above. Please also note that the bidder has to obtain digital signature token for applying in the tender. In this connection, vendor may also obtain the same from Tender wizard. The steps to be followed for the registration process are given below:

1. Go to website <http://www.tenderwizard.com/REC> & [www.RECPDCL.in](http://www.RECPDCL.in)
2. Click the link ' Register Me'
3. Enter the detail about the bidder as per format.
4. Click 'Create Profile'
5. Bidder will get confirmation with Login-id and Password .....

- b) **Steps for application for Digital Signature from Tender Wizard are given below:**

1. Download the Application Form from the website <http://www.tenderwizard.com/REC>. Follow the instructions as provided.
2. In case of assistance please contact the person under contact us

- c) **To aid bidders the detailed bidder manual on submission of E-Bid is annexed to this tender document**

**NOTE: The Bidders are advised to obtain digital signature (Level 3) and register themselves at [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) well in advance. Please note that RECPDCL does not own any responsibility in case any bidder(s) fail(s) to apply due to non-possession/ non-registration/ compatibility issue of Digital Signature with the application.**

## CHAPTER 1 INTRODUCTION

### 1.1 Introduction

**REC Power Distribution Company Limited (REC PDCL)** (an ISO 9001:2008, ISO 14001:2004 certified, wholly own subsidiary of Rural Electrification Corporation Limited (REC), a “Navratna” Govt. of India Enterprise under Ministry of Power, Government of India) rendering expert consultancy services in power sector in general and Distribution sector in particular as per the need of power utilities across the country. REC PDCL is a leading service provider in the power sector and is providing end-to-end solutions for all the needs in Distribution sector across the country. RECPDCL is engaged in providing value added consultancy services in power sector arena covering Power Generation, Transmission & Distribution (T&D), Renewable Energy Sector and Energy Efficiency programs including Govt. of India schemes for power utilities across the country and various regulatory assignments with CERC/SERCs.

RECPDCL has engaged in providing value added consultancy services in power sector arena covering Power Generation, Transmission & Distribution (T&D), Renewable Energy Sector and Energy Efficiency programs including Govt. of India’s power schemes for power utilities across the country and various regulatory assignments with CERC/SERCs. It includes the Project Management Consultancy (PMC) of Substations along with its associated lines, Monitoring, Supervision and inspection work of Electrical Power Distribution Project of RGGVY/DDUGJY/IPDS works and Feeder Renovation Program (FRP), Feeder separation, HVDS program, Lender’s Engineers assignment, DPR preparation for electrical infrastructure projects viz., R-APDRP, IT related assignments in Distribution sector including web based MIS, Energy Audit, Evaluation study for HVDS/Distribution network, AT&C Loss assessment, Cost Data Book preparation, system study and MRI based billing as per the need of the power utilities, State/Central Electricity Regulatory Commission across the country.

### 1.2 Existing IT infrastructure

In addition to ERP application, the corporation has implemented appropriate ICT infrastructure across the corporation, which includes:

- i) Establishment of a state-of-the art ISO certified Tier-III plus Data Centre (DC).
- ii) Established MPLS-VPN based WAN connecting all the offices of the Corporation (CO/ZO/PO/CIRE).
- iii) Established Local Area Network at all offices (CO/ZO/PO/CIRE). The RECPDCL Data Centre has been certified ISO/IEC 27001:2005 global security certification.
- iv) Implemented adequate security at all levels including gateway, perimeter etc. to ensure secure transaction of the application.
- v) An automated Tape Library at Data Centre for taking backup of application, Data etc.

- vi) Established a fully functional helpdesk to address any complaint related to IT infrastructure across the Corporation.
- vii) The ICT infrastructure, in addition to enabling ERP operation also carry out other operation like mailing services, internet services, application of other legacy system etc.

### 1.3 Invitation For the Bids

Sealed online bids in two parts, **Part-I** : Application Money (if tender document downloaded from internet), Earnest Money Deposit (EMD), Documents named as “Eligibility Criteria” & Technical Bid and **Part-II** : Financial Bid valid for **90 days** are invited for Supply, Installation, Commissioning and Three Years On-Site Comprehensive Warranty Maintenance of Laptop for RECPDCL Corporate Office, New Delhi, & its Zonal/ Project Offices at various locations in India and empanelment for the same for a period of one year.

Financial Bids should be provided separately for two different categories as mentioned in Table-I. The technical specification is as per Annexure – D. The bids for both the category shall be evaluated separately and the tender will be awarded to the lowest bid for the individual categories.

### 1.4 The major responsibilities of the bidder shall include

- 1.4.1 Supply, Installation, Acceptance Testing, Commissioning and Three years On-Site Comprehensive Warranty Maintenance of various equipment and Components as per Table - I below:

**TABLE – I**

Sl. No.	Items	Initial Approximate Quantities (α)
1.	Laptop Category – I	70
2.	Laptop Category – II	30

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

**Note:**

- a. Customization to meet RECPDCL requirements may be done to existing product(s), In case such product(s) meet the scope of work Chapter – 2 and the technical requirements/specifications as specified in Annexure - D.
  - b. The bidder should bid for all of the items as listed above, also it is mandatory that all the optional items specified for an item (if any) must be quoted.
  - c. In case all the items inclusive of warranty and maintenance are not quoted then the bid shall be summarily rejected.
  - d. The Approximate Quantities as indicated above are estimates for the initial immediate order only however RECPDCL and/or its subsidiaries 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.
- 1.4.2 Supervision of commissioning and three year on-site 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.

**1.5 Eligibility Criteria/ Pre-qualification**

- 1.5.1 The bidder should have been in IT related operations for a period of at least 3 years as on last date of bid submission.
- 1.5.2 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 OEM etc. **Attach an undertaking to this effect for single point of contact. Bidder to also enclose OEM authorization for three year onsite warranty maintenance and authorization for MS-Office.**

- 1.5.3 The bidder should be either (i) manufacturer (OEM) / authorized distributor/ authorized dealer and also (ii) service provider or system integrator for Desktop computers /Printers etc. **In case of dealer/ distributor 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 AGM(IT), RECPDCL for the same).
- 1.5.4 Bidders should have desired experience in handling similar contracts as main contractor during the last four financial years of either **Rs 31.5 Lac** value of supply/services in single work order or two work orders each **of Rs 22.5 Lac** value or each 3 orders of 11.25 lac of supply/services. The contractor must **submit the work order(s)/successful completion certificate from the client.**
- 1.5.5 The bidder's annual sales turnover from sale of computer systems and/or IT solutions should be at least an average value of **Rs 40 Lac** (Rupees Forty lac only) during the last four years (2014-15, 2013-14, 2012-13, 2011-12,). However if bidder submits turnover for current financial year the same will 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.
- 1.5.6 The bidder should have registered office in Delhi or NCR and have direct or through franchisee/OEM support facility at all of the locations of RECPDCL offices in the country. **Enclose proof for support facility.**
- 1.5.7 The bidder/ OEM should be minimum ISO 9001:2000 or latest version. **Attach documentary proof.**
- 1.5.8 In case of a downloaded bid document the cost of bid document is required to be submitted along with the EMD separately in the form of a Demand Draft/ Banker's Cheque payable to 'Rural Electrification Corporation Limited, New Delhi' drawn on any scheduled commercial bank payable at New Delhi.
- 1.5.9 Bid should accompany an earnest money deposit of **Rs 50,000/- (Rupees Fifty thousand 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, Cash or Bank Guarantee 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.

- 1.5.10 Bidder should submit valid documentary proof of CST/Sales Tax/VAT, Service Tax registration number and the details of income tax registration number (PAN).
- 1.5.11 The bidder must fulfill the above eligibility criteria/ pre-qualification conditions 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.
- 1.5.12 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 summary 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.

## **1.6 Bid Submission and Opening**

- 1.6.1** Eligibility Criteria Documents, Technical Bid and Financial Bid to be submitted through online mode on website [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) and **one hard copy of Eligibility criteria, Technical Bid and EMD Only** should be put in separate envelopes duly sealed. The content on the envelope, TENDER number, bidder's name & address should be clearly marked on the top of the sealed envelopes. All the envelopes thus prepared shall be put in a single sealed



envelope clearly mentioning the TENDER number, bidder's name & address on the top of the sealed envelope. The respective envelopes should also have "DO NOT OPEN BEFORE...." Super scribed in the front with the date of opening.

**1.6.2 NOTE: FINANCIAL BID TO BE SUBMITTED THROUGH ONLINE MODE ONLY**

**1.6.3** The bid valid for a period of **90 days** from the date of last submission of bids for this tender shall essentially comprise of the following and should be submitted online, the same should be digitally signed and separate duly signed hard copy as per the method specified above should be submitted at the stipulated location on or before the last date of submission on or before the stipulated time :

1. Eligibility Criteria Documents, EMD, Technical Bid along with all annexures and supporting documents to be submitted online as well as hardcopy.
2. The Eligibility, Technical Compliance to be submitted online as well as hardcopy as per tender requirements and scope of work and technical specifications.
3. **Price Bid Response Form and Price Schedule as per attached Annexure to be submitted ONLINE ONLY**

**Note:**

**The bidder should note that the hard copy and technical bid (both online and hardcopy) should not have any pricing details, In case of a default the bid shall be summarily rejected.**

**1.6.4** The bids complete in all respects addressed to the Addl. CEO, RECPDCL, should be submitted into the tender box kept at the RECPDCL reception at the following address latest by the date & time as specified in last date of submission of the bid. RECPDCL does not own any liability if the bid is submitted somewhere else and not reached to the addressee within due date and time.

REC Power Distribution Company Ltd  
1016-1023, 10th Floor, Devika Tower, Nehru Place,  
NEW DELHI – 110 019

**1.6.5** The “Part 1” as specified in clause “Invitation For the Bids” above will be opened in the Corporate office of RECPDCL, Core-4, 1016-1023, 10th floor, Devika Tower, Nehru Place, New Delhi – 110 019 on the same day i.e. on the last date of bid submission in the presence of bidders who choose to be present and whose EMD, Application Money (if tender document downloaded from internet) and Eligibility Criteria Documents are in order.

**1.7 Schedule and Critical dates**

The RECPDCL reserves the right to amend the schedule proposed in the tender document.

**1.8** RECPDCL will make its purchasing decision based on the technical expertise; supply, delivery, commissioning and on-site warranty maintenance capabilities; past customer references especially multi state government organizations in India and price etc. of the bidder. However, specific criterion used to evaluate bid response is listed in the Chapter – 3: Instructions to bidders.

**1.9** RECPDCL reserves the right to waive any irregularities; accept or reject the whole; accept or reject part of; any or all bids at its sole discretion without assigning any reason whatsoever.

**1.10 Pre-Bid Conference:**

1.10.1 A Pre-Bid Conference will be held on date and time mentioned on cover page at RECPDCL Corporate office, 1016-1023, 10th Floor, Devika Tower, Nehru Place, New Delhi-110019. All clarifications received up to one day prior to the pre-bid conference at following e-mail addresses will be deliberated upon.

- 1.10.2 Relevant Clarifications up to Pre-Bid Conference will be deliberated by RECPDCL, at its discretion. No clarification can be sought and/or entertained by RECPDCL after the pre-bid conference in any sort/ manner/ kind.
- 1.10.3 Any clarifications/ Corrigendum/ Addendums etc. subsequent to pre-bid conference will be posted on RECPDCL website viz. <http://www.recindia.gov.in> & [www.recpdcl.in](http://www.recpdcl.in) and no individual communication will be sent. Posting on the website shall be deemed to have been communicated to all prospective bidders.
- 1.10.4 The clarifications/ Corrigendum/ Addendums etc. thus communicated will form an integral part of the RFP and succeed the relevant clauses for future reference.
- 1.10.5 Any irrelevant/ ambiguous/ mischievous clarification as determined by RECPDCL at its sole discretion will not be entertained and may not be clarified and/or deliberated.

## CHAPTER 2

## SCOPE OF WORK

## 2.1 Scope of the Work

The scope of work for the supply of hardware/ equipment, testing, installation, commissioning and three year on-site comprehensive warranty maintenance support is broadly as follows (**detailed technical specifications are provided in Annexure-D**):

TABLE – II

Serial Number	Scope of Work – Description
1.0	Supply, Installation, Testing, Commissioning and three year on-site comprehensive warranty maintenance of the supplied hardware/equipment i.e. Laptop as per the detailed Technical Specification given in Annexure-D.
2.0	Selected Bidder is expected to provide necessary on-site services in respect of installation and supply of equipment's including Laptop at RECPDCL Corporate office & its Project offices located in across India.
3.0	Support/ Maintenance for all the equipment/ products should be on-site comprehensive warranty / guarantee for a period of three years inclusive of labor, spare parts and Operating System.
4.0	<p>Apart from supply, installation etc. the selected bidder will have to undertake the following jobs as and when required by RECPDCL during the on-site comprehensive warranty maintenance period:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Transfer of user data/ files from the existing PC to the new PC.</li> <li><input type="checkbox"/> Configuration for Network access, e-Mail account, Internet access etc. as per RECPDCL requirements.</li> <li><input type="checkbox"/> Installation &amp; configuration of Anti-Virus Software.</li> <li><input type="checkbox"/> Installation and end user training (beginners working level) of the supplied Microsoft Office Software by the deputed installation / support engineers.</li> <li><input type="checkbox"/> Support for the Supplied Operating System and related software including patch updation etc.</li> <li><input type="checkbox"/> In case of shifting of equipment/ products across RECPDCL offices the bidder will have to undertake reconfiguration, reinstallation etc. of the same. However it must be noted that RECPDCL will take care of other logistics of such shifting.</li> </ul>
12	(Signature of authorized signatory)

Serial Number	Scope of Work – Description
5.0	The bidder should carry out Acceptance Testing as specified by RECPDCL

## 2.2 Indicative Schedules

The bidder is required to stick to the agreed upon time-schedule given below.

**TABLE – III: Major Activities**

Sr. No	Milestone	Deliverables (Incremental Weeks)
1	Placement of Purchase Order / Letter of Award	T1
2	Delivery of Equipment's/Products	T1+4
3	Installation, Commissioning of Equipment's/Products	T1+6
4	Acceptance Testing of Supplied Equipments & Products	T1+7= T2
5	Warranty Maintenance of systems	T2 + 156*

**\* 3 Years from the date of acceptance, acceptance certificate will be issued after acceptance of last equipment against the respective purchase/ work order.**

## 2.3 Detailed Technical Specifications

**The detailed technical specifications of the equipment/ systems are specified in Annexure-D.**

## CHAPTER 3

### INSTRUCTIONS TO BIDDERS

#### 3.1 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid, and RECPDCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.

#### 3.2 The Bidding/ tender Documents

3.2.1 The equipment, product and services required, bidding procedures and contract terms are prescribed in the bidding/ tender document. In addition to the invitation for bids the bidding/ tender document include:

- a) Scope of Work – Chapter 2
- b) Instructions to bidders – Chapter 3
- c) General Terms and Conditions of Contract – Chapter 4
- d) Detailed Technical Specifications – Annexure-D
- e) Financial Bid form and price schedule – Annexure E & F
- f) Performance Bank Guarantee - Annexure G

3.2.2 The bidder is expected and deemed to have read, examined/ perused, complied/ agreed to all instructions, forms, terms and specifications etc. in the bidding/ tender document while bidding. Failure to furnish any and/or all information required and/or False/Incorrect information and/or ambiguous/ irrelevant information and/or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

#### 3.3 Preparation of Bids

3.3.1 The bid should be properly indexed and with proper binding as one volume, it should not comprise of loose papers. Eligibility Criteria Documents, Technical Bid and Financial Bid to be submitted through online mode on website [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) and **one hard copy of Eligibility criteria, Technical**

**Bid and EMD, application money (if any) only** should be put in separate envelopes duly sealed. The content of the envelope, TENDER number, bidder's name & address should be clearly marked on the top of the sealed envelopes. All the envelopes thus prepared shall be put in a single sealed envelope clearly mentioning the TENDER number, bidder's name & address on the top of the sealed envelope. The respective envelopes should also have "DO NOT OPEN BEFORE...." Super scribed in the front with the date of opening.

**3.3.2 NOTE: FINANCIAL BID TO BE SUBMITTED THROUGH ONLINE MODE ONLY**

**3.3.3** The bid valid for a period of 90 days from the date of last submission of bids for this tender shall essentially comprise of the following and should be submitted online, the same should be digitally signed and separate duly signed hard copy as per the method specified above should be submitted at the stipulated location on or before the last date of submission on or before the stipulated time :

1. Eligibility Criteria Documents, EMD, Technical Bid along with all annexures and supporting documents to be submitted online as well as hardcopy.
2. The Eligibility/ Technical Compliance to be submitted online as well as hardcopy as per tender requirements and scope of work and technical specifications.
3. **Price Bid Response Form and Price Schedule as per attached Annexure to be submitted ONLINE ONLY.**

**Note:**

- 1) **The bidder should note that the hard copy and technical bid (both online and hardcopy) should not have any pricing details, In case of a default the bid shall be summarily rejected.**

3.3.4 The content on the envelope, tender number, bidder's name & address should be clearly marked on the top of the sealed envelopes.

3.3.5 All pages of the bid being submitted must be signed and sequentially numbered by the authorized signatory of the bidder (indicating the acceptance of all terms and conditions), irrespective of the nature of the content of the page in the format: "Current page no./total no. of pages".

Unsigned and Unstamped bids shall be summarily rejected.

3.3.6 The bid should be properly indexed and with proper binding as one volume, it should not comprise of loose papers.

#### 3.4 Earnest Money Deposit (EMD)

- a. Bid should accompany an earnest money deposit of Rs 50,000/- (Rupees fifty thousand 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, Cash or Bank Guarantee etc. shall not be accepted as EMD. The bidders 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. Bid without a valid EMD will be rejected outright.
- b. EMD will be returned to unsuccessful bidders latest after acceptance of the work order by the successful bidder. The EMD of the successful bidder shall be returned on receipt of the valid performance bank guarantee towards work order.
- c. No interest will be payable by the RECPDCL on the EMD/ Performance Bank Guarantee.
- d. The EMD may be forfeited, if a Bidder withdraws his bid during the period of bid validity and/or on submission of false documents/ undertaking and/or unable to perform the purchase/ work order in full or part thereof.
- e. Adjustment of EMD amount with pending claims/bills, if any, of the bidder will not be allowed.



### 3.5 Eligibility/ Pre-Qualification Criteria Documents

The eligibility criteria documents as per above clause 1.5 chapter 1 must be submitted along with the Bid. Bid without these documents will be summarily rejected.

### 3.6 Technical Bid:

The Technical bid prepared by the bidder shall comprise of the following:

- a. Technical Bid Form – Annexure B for both the category separately.
- b. Bidder to give address of their website, if available.
- c. Product evaluation kit, technical information, white papers etc.
- d. Other Bid forms
  - i. The Bidder's particulars like registered office, management, financial position, employee strength etc. should be furnished in Technical Bid.
  - ii. The Bidder shall enumerate the operational experience in similar order to large clients in The relevant supporting documents for such expertise/experience should be attached.
  - iii. The Bidder should submit the undertaking Annexure - C
- e. Submit the equipment and/or product compatibility sheet as per the specifications clearly mentioning the make, model & part number etc. in pursuance to Annexure D.
- f. **In Compliance to Ministry of Communications & Information Technology, Department of Electronics & Information Technology notification number 8(41)/2012-IPHW dated 17<sup>th</sup> December 2012 with regards to preference to domestically manufactured products viz. Laptops (Notebooks), the bidder should submit compliance as per Annexure H.**
- g. **Further such a manufacturer as per (h) above shall submit certificates substantiating the claim from STQC and other testing laboratories accredited by the Department of Information**

**Technology. In case of mis-declaration suitable penalties will be imposed.**

**Note:**

- a. The bidder should submit self/company attested photocopies of the documents wherever required.
- b. Make and model of all systems, sub-systems and optional items should be mentioned in the technical bid and complete technical details should be provided in the form of brochures and write ups.

**3.7 Financial Bid:**

- a. The financial bid shall comprise of:
  - I. The Financial Bid Form: Annexure - E
  - II. The Price Schedule: Annexure - F
- b. All costs and charges, related to the bid, shall be expressed in Indian Rupees only.
- c. The bidder shall indicate in the financial bid all inclusive Unit prices / slab prices (wherever applicable) for the equipment/ systems/ product and/or services, it proposes to provide under the contract.
- d. Quoted prices should be firm and inclusive of cost of Interface cables, Power cables, related accessories, Documentation of sub-assemblies of system and Operating Manuals of the systems, freight, Packing, forwarding, handling, loading, unloading , insurance, any other charges applicable and Installation, commissioning, on-site comprehensive warranty maintenance (three years), commissioning, training etc. charges for all equipment/systems/products and services including all government taxes, duties, levies etc. and all other expenses related with the visits of the bidder's personnel in connection with the performance of the contractual obligations by the bidder.

- e. Octroi, road permit tax etc. will be paid by RECPDCL on actuals on submission of relevant supporting documents only.
- f. The bidder has to quote rate for each item in the Price Schedule (Annexure F). The bidder should also give total cost wherever applicable. Offers not indicating item-wise rates, wherever applicable, are liable for disqualification.
- g. The bidder must note that RECPDCL will **not** provide Form-‘D’/Form-‘C’ etc.
- h. The bidder must quote the price separately for both laptop categories as per Price Schedule (Annexure F).
- i. Prices quoted by the bidder shall be fixed during the bidder's performance of the work order and not subject to variation on any account. A bid submitted with any conditional price will be treated as non-responsive and shall be summarily rejected.
- j. All prices and other information like discount etc. having a bearing on the price shall be written both in figures and words in the prescribed offer form i.e. the Price Schedule (Annexure F).
- k. The Quoted Rates / prices shall be for delivery at desired destination/ locations across India including satisfactory installation, commissioning and acceptance testing of the equipment.

### **3.8 Submission of Bids**

#### **3.8.1 Sealing and Marking of Bids**

- a. The bids shall be submitted in sealed covers as described in clause 3.3 above.
- b. The envelope containing EMD, Eligibility Criteria Document, Technical Bid shall be addressed to The Addl. CEO , RECPDCL, 1016-1023, 10th Floor, Devika Tower, Nehru place, New Delhi – 110 019 mentioning bid no. and date.
- c. All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late or delayed.
- d. Telex, cable, e-mail, facsimile or unsealed bids etc. shall be rejected outright.

### **3.8.2 Deadline for Submission of Bids**

- a. Bids must be received by RECPDCL at the address given in **Chapter - I** not later than the time and date specified on the cover page. In the event of the specified date for the submission of bids being declared a holiday for RECPDCL, the bids will be received up to the appointed time on the next working day.
- b. The RECPDCL may, at his discretion extend the deadline for submission of bids by amending the tender document, in which case all rights and obligations of the RECPDCL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- c. Amendments, corrigendum, clarifications etc. to the Tender Document may be issued by RECPDCL at any time, prior to the deadline for submission of bids.
- d. From the date of issue, amendments, corrigendum, clarifications etc. to Tender Document shall be deemed to form an integral part of the Tender Document.

### **3.8.3 Late and Delayed Bids**

Any bid received by RECPDCL after the deadline for submission of bids prescribed by the RECPDCL will be summarily rejected and/or returned unopened to the bidder.

### **3.9 Bid Opening and Evaluation**

RECPDCL will open the bids in the presence of bidders' representatives, who choose to attend, at the time, on the date and at the place specified in **Chapter – I clause 1.6**. The bidders' representatives present there, shall sign a register evidencing their attendance. In the event of the specified date of the bid opening being declared a holiday for RECPDCL, the bids shall be opened at the appointed time and location on the next working day.

### **3.10 Opening of EMD**

RECPDCL will open the EMD envelope first. In case the EMD (and bid document/ application money cost, if applicable) is not found in order the bid shall be summarily rejected. Eligibility/ Pre-Qualification Criteria Document envelope of

only those bidders will be opened and/or evaluated whose EMD (and bid document/ application money cost, if applicable) is found in order.

### **3.11 Opening of Eligibility/ Pre-Qualification Criteria Document**

RECPDCL will open the Eligibility Criteria document in case the Eligibility/ Pre-Qualification Criteria Document(s) is/ are not found in order the bid shall be summarily rejected. Technical bid of only those bidders will be opened and/or evaluated whose EMD (and bid document cost, if applicable) and Eligibility Criteria Documents are found in order.

### **3.12 Opening of Technical Bids by RECPDCL**

RECPDCL will open and/or evaluate the technical bid only if the EMD (and bid document cost, if applicable) and Eligibility Criteria Requirement are submitted as per requirement in the presence of bidders' representatives, who choose to attend, at the time, on the date and at the place specified in **Chapter - I**.

### **3.13 Clarification of Bids**

- a. During evaluation of the bids, RECPDCL may at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
- b. No Bidder shall contact RECPDCL on any matter relating to its bid, from the time of the bid opening to the time the work is awarded. If the Bidder wishes to bring additional information to the notice of RECPDCL, it should be done in writing.
- c. Any effort by a Bidder to influence RECPDCL in its decisions on bid evaluation, bid comparison or award decisions may result in rejection of the Bidder's bid and RECPDCL will declare the bidder ineligible, either indefinitely or for a stated period of time from participation in future RFPs/tenders of RECPDCL.
- d. RECPDCL reserves the right to revise or alter the scope and/or specifications of the tender before acceptance of any bid but prior to opening of the financial bids. However, in such an eventuality, all the eligible/ pre-qualified bidder(s) may be

given an opportunity to consider such changes and revise their financial bid accordingly at their discretion, if found necessary. In case the specifications offered deviate from the specifications as described in this tender, the Bidder should describe unambiguously in what respect and to what extent the item offered by him differ from tendered specifications, even if the deviation is not very material.

- e. RECPDCL reserves the right to call for revised financial bid from the eligible/ pre-qualified and/or technically qualified bidders at any time prior to opening of the financial bids with the original scope of work and/or specifications. The bidder may submit the revised financial bid or may adhere to its original financial bid submitted by him/her with in the RECPDCL stipulated time period. In case of non-submission of revised financial the bidder shall be deemed to have opted for adhering to its original financial bid. It may however be noted that in this particular case the revised financial bid if submitted by the bidder as requested by RECPDCL cannot be higher than the original financial bid submitted by the bidder for the total/ sub-total and/or individual line item price. In case of the revised financial bid being higher than the original financial bid the same shall be summarily rejected and shall not be considered for financial evaluation.

### **3.14 Evaluation of Technical Bid**

- a. Detailed technical evaluation for both the Laptop categories will be carried out separately and RECPDCL will determine the substantial responsiveness of each bid to the bidding/ tender document. For purpose of these clauses, a substantially responsive bid is one, which conforms to all specifications and terms & conditions of the bidding/ tender document without material deviations.
- b. A bid determined as not substantially responsive may be rejected by RECPDCL and may not subsequently be made responsive by the bidder by correction of the non-conformity except in those cases as per clause 3.13 sub-clauses (a) above wherein RECPDCL has specifically sought clarifications from the bidder(s) in writing and asked bidder(s) to submit explanation/ clarifications/ corrections thereof.
- c. The bidders short-listed by RECPDCL based on evaluation of their technical bids and/or compliance to the technical specifications may be called for detailed

discussions and/or presentation/ demonstration, the equipment/systems/ products may be subjected to industry standard tests and other currently available procedures/benchmarking and tests as defined in the tender document for testing the technical specification of each item separately as specified in Annexure-D by the duly constituted technical/ benchmarking/ testing committee at a specified date, time and venue, which may be at bidder's facilities as determined by RECPDCL. The bidder may be asked to bring the equipment/ system along with their own test and measuring equipment and other related software at the specified venue, date and time. The date, time & venue will be informed to the bidder at least 7 days in advance. No request for any change in date, time and/or venue shall be entertained under any circumstances. In case of a failure to offer the equipment/systems for benchmarking within the time frame given by RECPDCL for evaluation, the bid shall be rejected.

- d. Any specific/branded product, as decided by technical evaluation committee (TEC), may be technically evaluated through demonstration/ presentation at RECPDCL/bidder's premises located anywhere in India on a short notice. If the bidder fails to bring the sample/quoted products for technical evaluation within the stipulated time, their bid shall be rejected.
- e. In their own interest the bidders are advised to ensure that the systems brought for evaluation conforms to all technical parameters and is a tested system.
- f. Essentially for Laptop physical verification and/or Burn test (utilizing Industry standard benchmark test tools / procedures for burn test as decided by the TEC) shall be carried out. In case of system /subsystem(s) fails during the burn test or number of defects are more than 10 numbers, the test would considered to be failed.
- g. For technical evaluation, Bidders have to ensure the availability of appropriate specialist, along with every type of documentation, equipment, software required, from their organization for interacting with TEC & evaluation team. In case a bidder does not make the required specialist along with proper documentation, equipment and software available, then such defaulting bidder shall be taken off the tender evaluation process and that bid will stand rejected.

- h. The technical evaluation committee may at its own discretion decide to carry out surprise inspection of bidder's manufacturing facilities and/or maintenance and support centre(s) to evaluate and ascertain the details as furnished by the bidder in its technical bid, the technical competence to perform the offered services, capabilities, available facilities and resources of the bidder for effective and efficient execution of the project.
- i. RECPDCL may decide not to have demonstration/ testing/ inspection of any or all of the products and/or bidder's facilities being evaluated by RECPDCL during the current evaluation.

### **3.15 Opening of Financial Bids**

- a. RECPDCL will open the financial bids of only those bidders, who have been found to be eligible/prequalified as well as technically qualified to undertake the work.
- b. The Financial Bids of the eligible/prequalified technically qualified bidders shall be opened in the presence of their representatives, who choose to be present, on a specified date and time and venue.
- c. The date, time and venue of opening of financial bids shall be informed to the technically qualified bidder only.

### **3.16 Evaluation and Comparison of Financial Bids**

- a. The comparison shall be of all-inclusive price of goods, such price to include all costs as well as duties and taxes paid or payable. However, the breakup of such taxes as applicable as on date of bid & included in price quoted be detailed respectively.
- b. Bidder should quote for all the items failing which the bid will be rejected.
- c. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of errors, its bid will be rejected. Further, If there is a discrepancy between words and figures, the lowest of the two shall be taken as bid price for the purpose of calculation of lowest bidder.



bidder, the lowest of the two prices shall be taken as the final price for the items at the time of issuing of Purchase/Work Order.

- d. Bidders shall state their bid price for the payment schedule outlined in the tender Chapter – 4 and as per the format given in Annexure F –“Price Schedule” only. Bids will be **evaluated on the basis of lowest quote (LQ1)** for each laptop category separately which is primarily based on total of Column 'F' of Annexure F –“Price Schedule”
- e. **Government of India has issued notification for preference to domestically manufactured electronic goods as per Ministry of Communications & Information Technology, Department of Electronics & Information Technology notification number 8(41)/2012-IPHW dated 17<sup>th</sup> December 2012 with regards to preference to domestically manufactured products viz. Laptops (Note books).**
- f. **Procurement under this tender shall be governed in line with (d) above.**
- g. **As per (d) above it may be noted that under this contract approximately 30% of the contract value would be awarded to the commercially lowest domestic manufacturer of electronic products who is technically qualified, subject to matching with LQ1 if such bidders are available. The remaining will be awarded to LQ1 irrespective of whether he is a domestic manufacturer or not.**
- h. **In order that a manufacturer qualifies for above preference they will need to submit the compliance related to manufacturing as per Annexure H. Further such a manufacturer shall submit certificates substantiating the claim from STQC and other testing laboratories accredited by the Department of Information Technology. In case of mis-declaration suitable penalties will be imposed.**

### 3.17 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 and/or its ZO/PO/CIRE 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. Keeping in view the RECPDCL- requirements and/or project commitment and/or technical advancement/ obsolescence and/or otherwise, RECPDCL and/or its ZO/PO/CIRE and/or its subsidiaries 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.
- c. 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 on-site 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.
- d. 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.
- e. 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.

- f. 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.
- g. 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.

**3.18 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', 'as per OEM's standard warranty' etc. shall not be accepted.

**3.19 Disqualification of bids**

The bid is liable to be disqualified if

- a. Not submitted in accordance with the prescribed forms and/or compliances.

- b. During the validity period, or its extended period, if any, the Bidder increases his quoted prices.
- c. The Bidder qualifies the bid with his own conditions, which are in conflict with the conditions mentioned herein.
- d. Bid received after due date and time.
- e. Bid not accompanied by all requisite forms and supporting documents.
- f. Information submitted in Technical bid is found to be misrepresented, incorrect or false accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
- g. Price offer is enclosed/ Price is disclosed in the Technical bid.
- h. Awardee of the work qualifies the letter of acceptance of the work with his conditions.
- i. Bidders may specifically note that while processing the tender documents, if it comes to knowledge of RECPDCL explicitly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up in the processing of tender, then the bidders so involved are liable to be disqualified for this contract/ work order/ tender as well as for all other requirements of RECPDCL for a further period of two years.
- j. In case any party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified.
- k. In case all the items inclusive of warranty and maintenance are not quoted then the bid shall be summarily rejected.
- l. Any other conditions as mentioned elsewhere in the RFP document.

**3.20 Period of Bid validity**

The Bids shall be valid for a period of 90 days (from the last date for submission of the bid). On completion of the validity period (90 days), unless the Bidder withdraws his bid in writing, it will be deemed to be valid until such time that the Bidder formally withdraws (in writing) his bid. In case of quoted model becomes obsolete/not-available after award of work the bidder will have

to supply a higher model/ specification and submit appropriate documents unambiguously qualifying the obsolescence/ non-availability and proof of supplying/ having supplied higher model/ higher specifications as per prevailing industry standards along with invoice/ bills being submitted to RECPDCL for payment, in case of a failure to submit required documents RECPDCL may hold the payment till appropriate clarifications/ approvals are obtained at bidder's risk. Further, in such cases on request of the selected bidder RECPDCL may consider grace/ extension in time schedules on case-to-case basis after obtaining approval of competent authority. However any such anomaly along with required appropriate documents shall be brought to the notice of RECPDCL within two weeks from the date of letter of award/ purchase/ work order failing which no grace/ extension in time schedule will be considered in any case by RECPDCL and liquidated damages as per specified time schedules will be levied.

**3.21 Format and signing of Bid**

- a. The bids shall be typed or printed in clear typeface. An accompanying letter is required, signed by an authorized signatory of the bidder, committing the bidder to the contents of the response in Annexure B for technical Bid and Annexure E for financial Bid.
- b. Each tender shall be made in the legal name of the bidder and shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder.
- c. The bidder must stamp and initial all pages and sign all forms at the end. The bidder's signature on the bid shall be deemed to imply unqualified acceptance of the tender terms and conditions.
- d. The prescribed forms of the tender for each item together with the supporting documents should be serially numbered and should bind as one volume of all the related forms and attachments of each bid so as to ensure that no page/s are missing or mixed up.
- e. The bidder should offer all items covered under this tender.
- f. Bidder should take care to avoid corrections/erasures in the tender offer. Corrections/erasures, if any, made in the tender have to be authenticated by

- signature or official seal of the tendering firm.
- g. Incomplete tenders, amendments and alterations to the tender received after opening and/or tenders submitted late are liable to be rejected.
  - h. Printed terms and conditions, if any, of the Bidder will not be considered as forming part of the tender. In case any terms and conditions stipulated are not acceptable, the bidder should clearly specify the deviation in his offer. Similarly, if any modification to the schedule/proforma prescribed by RECPDCL is considered necessary, the bidder should communicate the same by means of separate sheets and attach the same to the tender.
  - i. Individual/s signing the tender or other documents must specify the capacity in which he/she/they are affixing the signature.

### 3.22 **Correction of Errors**

- a. Bidders are advised to exercise extreme care in entering the rates in their commercial bids. No excuse that mistakes have been made or requests for rates to be corrected will be entertained, after the quotations/ price offers are opened. Corrections, if any, have to be initialed by the person signing the tender forms, before submission, failing which the rates for such items may not be considered. Arithmetic errors in bids will be corrected as follows:
  - I. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate will govern.
  - II. Where there is a discrepancy between the amount mentioned in the line item total and the total bid amount resulting from the addition of the line item totals, the rate indicated in the line item will govern.
- b. In case, the bidder has not quoted for all the line items as mentioned in the price bid, the highest figure quoted for that line item by any bidder will be taken for evaluation/ comparison and at the time issuing purchase order, in case the bidder becomes Lowest bidder, the lowest figure quoted in the line item by any bidder will be mentioned in the PO.
- c. In case, compliance of any clause is not specifically mentioned, the same will be treated as deemed compliance.

**3.23 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 and/or its ZO/PO/ CIRE 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 both the laptop category separately in compliance with clause 3.16 (d, e, f & g) above. Further the initial requirement of field offices may be ordered directly by respective offices across India and/or centrally by RECPDCL Corporate Office at New Delhi on the LQ1 bidder.
- 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 both the laptop category separately at their quoted rates and as per terms & conditions of this tender limited up to 25% of the initial purchase order value for a period of three months from the date of issue of initial purchase order which may be extended for a period of another three months at the sole discretion of RECPDCL.

**3.24 Performance Security**

- a. No interest on performance security will be paid by RECPDCL.
- b. The EMD of selected bidder will be converted into Performance Security.
- c. The Performance Security may be discharged / returned by the RECPDCL on written request of the successful bidder after the completion of the purchase/work order upon being satisfied that there has been due performance of the obligations of the vendor under the respective purchase/ work order and on submission of Performance Bank Guarantee in the format at Annexure – G favouring REC Power Distribution Company Limited drawn on scheduled commercial bank having its branch at Delhi/ New Delhi valid for a period of three months after onsite comprehensive warranty period for a value of 10% of the respective purchase/ work order value.

- d. In the event the vendor being unable to provide the services, during the onsite comprehensive warranty period, as per the respective purchase/ work order for whatever reason, the Performance Bank Guarantee would be revoked by RECPDCL and/or Performance Security may be forfeited.
- e. No bank charges/interest shall be payable for the Performance Bank Guarantee and/or Performance Security.
- f. On completion of the onsite comprehensive warranty maintenance period, Performance Bank Guarantee without any interest accrued shall be released on receiving a written request from the selected bidder and after RECPDCL is satisfied that proper free onsite comprehensive warranty maintenance support has been provided during onsite comprehensive warranty maintenance period of three years for all the equipment/ products/ systems. If considered necessary, suitable amount of liquidated damages as decided by RECPDCL shall be recovered from the selected bidder out of either already due payments or from their performance bank guarantee(s), while releasing the performance bank guarantee.
- g. RECPDCL shall also be entitled to make recoveries from the Bidder's bills, from Performance Bank Guarantee, Performance Security, or from any other amount due to him the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.



## CHAPTER 4

### GENERAL TERMS AND CONDITIONS OF THE CONTRACT

#### 4.1 Scope of Work

The scope of work of this contract will include supply, installation, testing, commissioning, three years on-site comprehensive warranty maintenance of equipment/ products and all the services detailed in Chapter 2 and Annexure D of this Tender..

#### 4.2 Terms of Payment

- 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 Payments shall be made in Indian Rupees only.
- d. 100 % payment on successful delivery, installation and acceptance testing 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.
- e. All relevant proof of delivery, installation and acceptance testing duly signed by the concerned officer at various RECPDCL offices, Performance Bank Guarantee etc. to be submitted by the successful bidder for processing payment.

#### 4.3 Liquidated damages for delays

- a. Time is essence of the contract.
- b. The successful bidder must supply, install, and clear the acceptance test of all the equipment's as per the specified schedule. Any Failure to supply, install and clear the acceptance 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 acceptance 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 10 weeks 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. In case of Road Permit/ Entry Form etc. are required for delivery and the same are required to be issued/ supplied/ forwarded/ given by RECPDCL the successful bidder should request for the same in details (ex. document type, issuing authority, invoice details, tax/ amount to be paid etc.) from respective RECPDCL office within two weeks of date of Purchase Order / Letter of Award (event T1 in time schedule chapter 2). On receipt of such request respective RECPDCL office will make all efforts to make requisite document(s) available at the earliest. For such cases the event T1 in time schedule chapter 2 will start from one week after the date of issue of such Road Permit/ Entry Form etc. by the statutory authority and all other events as identified in the time schedule shall consequently follow. If no request is received by respective RECPDCL office(s) from the successful bidder for the required document(s) within the stipulated period of two weeks from date of Purchase Order / Letter of Award (event T1 in time schedule chapter 2) then the successful bidder shall

not be granted the grace in delivery period as detailed herein under any circumstances on this account.

- f. For Site Not Ready (SNR) cases, selected bidder is required to submit a certificate signed by designated officer of RECPDCL. However, regarding readiness of site, the decision of the Competent Authority will be final. No liquidated damages will be imposed for SNR cases, however, selected bidder has to install the items within 2 (Two) weeks of receipt of Site Ready notice from AGM(IT)/DGM(IT)/ designated officer of RECPDCL else it will attract liquidated damages.
- g. Liquidated Damages can be recovered from any dues of the successful bidder.

#### 4.4 **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 same. 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 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 of its convenience. The notice of termination/cancellation shall specify that termination/cancellation is for 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.
- d. In the event the bidder's firm/company/organization or the concerned division of the firm/company/organization is taken over/bought over by another firm/company/organization, all the obligations under the agreement with RECPDCL, should be passed on the compliance by the new firm/company/organization and/or new division in the negotiation for their transfer.
- e. RECPDCL at its discretion may terminate/cancel the purchase/ work order for any inordinate delay in supply, installation and/or maintenance of the equipment/ products.

#### 4.5 **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 CMD, 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 CMD, RECPDCL. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time. The venue of the arbitration shall be New Delhi, India.
- b. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties. The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent lite interest during arbitration proceedings. Notwithstanding any references to Arbitration, the parties shall continue to perform their respective work/obligation under the contract.

#### **4.6 Acceptance Certificate**

On successful completion of acceptance test, receipt of deliverables, installation, etc., and after RECPDCL is satisfied with the working and performance of the equipment(s)/product(s), the acceptance certificate signed by the representative of the RECPDCL and representative of the selected bidder will be issued. The date on which such certificate is signed shall be deemed to be the date of successful acceptance of the equipment/product(s).

#### **4.7 Inspection and Tests**

- a. The equipment/ products/ systems must be supplied in full as per ordered configuration for acceptance. No equipment/ product/ system with short supply or with different technical specifications shall be taken up for conduct of acceptance testing under any circumstances.
- b. Should any inspected or tested equipment/ product/ system solution fail to conform to the specification, RECPDCL may reject them and the selected bidder shall make all alterations necessary to meet specification requirements free of cost to RECPDCL with in the time schedule as specified by RECPDCL.
- c. During on-site comprehensive warranty period, on subassembly level if any item's specifications / model changes and becomes non available due to obsolescence of technology, selected bidder within already approved cost may offer the item with equivalent or having better features in terms of performance and specifications. The items so offered will be evaluated by RECPDCL for its acceptance.
- d. It will be the responsibility of the successful bidder to get the acceptance testing done by RECPDCL designated officials.
- e. RECPDCL shall decide the location of testing at its discretion. Normally, testing and acceptance of the systems will be done at its premises, in such a case the RECPDCL shall only provide space and power connection and any other items/ software etc. required for conducting the test(s) shall be arranged by the selected bidder at his/her cost and risk. RECPDCL reserves the right to reject

any item, if found unsuitable and/or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced with new and good items forthwith at the cost of the vendor. No payment will be made for rejected items.

#### **4.8 Acceptance Test**

The acceptance tests will include physical verification and/or checking the supplied configuration with third party utilities to be made available by the bidder. The delivered systems, in addition to meeting the evaluation tests, should also contain the same (Brand/Manufacturer) and same or higher technical specifications as were given at the time of bidding. Failure to fulfill any of the aforementioned conditions, will entail cancellation of the purchase/ work order along with forfeiture of the performance security Deposit. Further RECPDCL can procure same items from alternate sources at the risk and cost of the defaulting selected bidder.

#### **4.9 Delivery, Installation and Commissioning**

- a. All aspects of safe delivery shall be the exclusive responsibility of the selected bidder. At the destination site, the cartons will be opened only in the presence of RECPDCL representatives and selected bidder's representative and the intact position of the seal for not being tampered with together with actual receipt of the content of the carton in good condition, shall form basis for certifying the receipt in good condition.
- b. A sticker mentioning the service support call centre number of the selected bidder/ franchisee/ OEM should be pasted on each system.
- c. During installation at site, if any item is found to be defective or broken, it will be replaced with new one by the vendor at its own costs and risks immediately, and the particular equipment will be treated as rejected and no payments for the same will be made till the defect is rectified or new equipment or part thereof is provided. The date of acceptance of such rejected equipment will be the date it is finally accepted and accordingly liquidated damages will be levied.

- d. The equipment/ products/ systems to be supplied should work under the specified operating systems. It shall be exclusive responsibility of the selected bidder supplying the equipment/ products/ systems to provide appropriate device drivers and solutions with proper media and documentation for these system software platforms for each of the equipment/ products/ system separately.

**4.10 Warranty Maintenance**

- a. All equipment/products/ systems (including hardware, system software & optional items) should be under three years on-site comprehensive warranty maintenance support from the date of acceptance at the site, including free spare parts, kits etc.
- b. The selected bidder should fulfill the following conditions during the on-site 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 Hard 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.

- d. The three year on-site 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.

#### **4.11 Web Based Support**

All device drivers released till date & future updates, for components / sub systems like PC, display, sound, network interface, DVD R/W, S/w, etc. shall be available on selected bidder's/ OEM's website.

#### **4.12 Award Criteria**

The RECPDCL will award the Contract to the successful Bidder for both the categories separately whose bid has been determined to be substantially responsive, prequalified, technically qualified and has been determined as the lowest evaluated bid provided further that the bidder is determined to be qualified to perform the work/ services satisfactorily.

#### **4.13 RECPDCL's Right to Accept any Bid and to Reject any or All Bids**

RECPDCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of work, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for RECPDCL's action.

#### **4.14 Corrupt or Fraudulent Practices**

- a. Bidders shall observe the highest standard of ethics during the procurement and execution of the contract.



- b. RECPDCL will reject a proposal for award if it determines that the bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the work in question.
- c. RECPDCL will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a work if it at any time determines that the firm was engaged in corrupt or fraudulent practices in competing for this bid, or in executing the work.

#### **4.15 Indemnity Clause**

The selected vendor shall indemnify RECPDCL against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/manpower etc. and related services or any part thereof.

#### **4.16 Force Majeure clause**

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.

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

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, RECPDCL shall have the

option of cancelling this contract in whole or part at his discretion without any liability at his part.

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

#### **4.17 Miscellaneous**

- a. Addl. CEO, RECPDCL will be the project-in-charge and empowered to accept/reject any irregularity (if any) at the discretion of RECPDCL.
- b. It will be imperative on each bidder to fully acquaint itself of all the local conditions and factors which would have effect on the performance of the work and its cost.
- c. Whilst the individual proposal shall be treated in commercial confidence, the proposals will be evaluated by a group, certain members of which may not necessarily be officers of RECPDCL. By responding to this tender, potential suppliers agree to their proposals being examined by this group.
- d. RECPDCL is a government organization, and its aims, structure and way of working may differ from that of commercial enterprises. Potential vendors should be aware of the status and environment of RECPDCL, and must take particular note that intellectual property rights relating to any software, equipment, products and materials acquired for this project are properly observed.
- e. Proposed equipment/ products/ systems should be based on the requirements and specifications given in Annexure D.
- f. The bidder's performance capability and history, overall organization and a proven ability to secure any similar work order(s) to specification, together with the contents of the proposal, benchmarking of systems, presentations and site visits will be essential elements in the evaluation process, and in the award of the contract.
- g. The bidder shall be deemed to have included proven state-of-the-art components and techniques while performance of the contract.

- h. RECPDCL intends that the bidder selected for the supply, installation, testing, commissioning and maintenance of the equipment/ products/ systems shall take complete responsibility for all of the work. The bidder must provide regular status reports in accordance with the project management requirements set out in the tender.
- i. RECPDCL reserves the right to allocate the tendered work in a staggered/staged and/or phased manner.
- j. By responding to this tender the bidder agrees to take the contractor's role. Where the bidder proposes the use of third party services in his proposals, the bidder should describe the third party, including their role, and the definition of responsibilities and accountabilities.
- k. The bidder should provide on-site comprehensive warranty maintenance support services for three years after satisfactory installation and commissioning of the equipment/ products/ systems.
- l. Responsibilities

The responsibilities of RECPDCL and prospective vendor after empanelment are

tabulated below:

**RECPDCL Responsibility**

S. No.	Activity
1	Placement of Purchase Order
2	Carrying out Testing
3	Issue Acceptance Certificate
4	Payment to Vendor

**Vendor Responsibility**

S. No.	Activity
1	Safe Delivery of Systems
2	Installation & Commissioning of Systems
3	Schedule For Testing
4	Submission of Invoice with proper relevant documents
5	Onsite Comprehensive Warranty Maintenance for 3 years

- m. Bidders are requested to provide a detailed activities time schedule and resource allocations and requirements for all the stages which represent the shortest practical time to complete all necessary tasks and meet the obligations of the requirements. All significant activities must be indicated, including those associated with the testing, delivery, installation, commissioning and maintenance of systems, key quality assurance and quality certifications.
- n. The equipment/ products/ system shall be tested completely by the bidder prior to being offered for acceptance testing installed in operational status at RECPDCL.
- o. The selected bidder shall define detailed acceptance criteria in consultation with the RECPDCL and the testing procedures should allow for the functional testing, integration testing and formal acceptance of the system by the RECPDCL.
- p. Alterations if any in the bid should be attested properly by the bidder, failing which the bid is liable to be rejected.
- q. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and RECPDCL, shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
- r. The bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred for performance of the services. If there is any reduction in taxes/duties etc. due to any reason whatever, after Notification of Award, the same shall be passed on to RECPDCL.
- s. The selected bidder shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and shall observe sound

- management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The bidder shall always act, in respect of any matter relating to this tender, as faithful advisors to RECPDCL and shall, at all times, support and safeguard RECPDCL's legitimate interests in any dealings with Third parties.
- t. RECPDCL reserves the right to inspect the performance of the selected bidder prior to commencement or in between the work progress. The inspection may cover all areas related to the assigned purchase/ work order, especially methodology, manpower, infrastructure etc. RECPDCL reserves the right to cancel the purchase/ work order assigned to the bidder at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the purchase order is cancelled then the costs incurred will be borne by the bidder and under no circumstances the bidder shall be eligible for any payment or damages from RECPDCL.
  - u. The selected bidder shall not, without RECPDCL's prior written consent, disclose the purchase/ work order, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of RECPDCL in connection therewith, to any person other than a person employed by the bidder in the Performance of the purchase/ work order. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
  - v. If the selected bidder is not able to fulfill its obligations under the contract, which includes non-completion of the work, the RECPDCL reserves the right to accomplish the work through other sources and EMD / Performance Security Deposit of vendor will be forfeited. Also any costs, damages etc. resulting out of the same shall have to be borne by the selected bidder.
  - w. Printed terms and conditions of the bidder will not be considered as forming part of their bid. In case terms and conditions of the contract applicable to the Invitation of Bid are not acceptable to any bidder, he/she should clearly specify deviation in its bid.

- x. The selected bidder automatically agree with RECPDCL for honoring all aspects of fair trade practices in executing the purchase/ work orders placed by RECPDCL
- y. If the name of the product is changed for describing substantially the same in a renamed form then all techno financial benefits agreed with respect to the original product, shall be passed on to RECPDCL and the obligations with RECPDCL taken by the selected bidder with respect to the product with the old name shall be passed on to the product so renamed.
- z. **The bidders are advised to obtain digital signature (Level 3) and register themselves at [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) in advance. Please note that RECPDCL in no way held responsible if the bidder fails to apply due to non-possession of Digital Signature & non registration. The website ([www.tenderwizard.com/REC](http://www.tenderwizard.com/REC)) and their associated company / organization generally takes 2-3 days to issue Digital signatures after payment of requisite fee and furnishing of required documents. However. The bidders are free to obtain / use digital signature (Level 3) issued by any of the CA approved by CCA, Government of India at their own risk and cost.**

# ANNEXURES

**ANNEXURE – A**  
**ELIGIBILITY PERFORMA****PERFORMA FOR SUBMISSION OF ELIGIBILITY DETAILS**

S.No.	Item Description	Compliance (Yes/No)	Page Numbers	Fill Details
1.	Name of Vendor		NA	
2.	Address		NA	
3.	Mobile and Fax		NA	
4.	E-Mail address		NA	
5.	Proof of IT related operations for a period of at least 3 years as on last date of bid submission			
6.	Undertaking for single point of contact for RECPDCL and solely responsible for all warranties, upgrades and guarantees etc. offered by the OEM etc.			
7.	Proof of OEM authorization for three year onsite warranty maintenance and Microsoft authorization for MS-Office.			
8.	Proof issued by the OEM for this tender clearly mentioning the tender number, date and validity (in the name of bidder specifically addressed to the AGM(IT), RECPDCL of either: (i) manufacturer (OEM) / authorized distributor/ authorized dealer <b>and</b> also (ii) service provider or system integrator for Laptop . In case of dealer/ distributor 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 AGM(IT), RECPDCL for the same).			
9.	Proof of work order(s)/successful completion certificate from the client for desired experience in handling similar contracts as main contractor during the last four financial years of either <b>Rs 31.5 Lac value of supply/services in single work order or two work orders each of Rs 22.5 Lac value or each 3 order of 11.25 lakh of service.</b>			
10.	Proof with documentary evidence (audited balance sheet) of year wise annual sales turnover from sale of computer systems and/or IT solutions should be at least an average value of <b>Rs 40 Lac</b> (Rupees Forty lac Only) during the last four years (2014-15,2013-14,2012-13, 2011-12). However if bidder submits turnover for current financial year the same will also be considered. The turnover refers to a company and not the composite turnover of its subsidiaries / sister concerns etc.			
11.	Proof of registered office in Delhi or NCR and have direct or through franchisee/OEM support facility at all of the locations of RECPDCL offices in the country.			
12.	Proof of minimum ISO 9001:2000 Certification of the vendor.			



13	Demand Draft/ Banker's cheque details towards <b>Earnest Money Deposit of Rs.50,000/- (Rupees fifty thousand only)</b>			
14	Proof for CST			
15	Proof for Sales Tax/VAT			
16	Proof for Service Tax registration number			
17	Proof for Income tax registration number (PAN).			
18	Enclosed Duly Signed Tender Document Copy towards acceptance of tender terms & conditions without any deviations?		NA	NA

Dated this day of 2015

Details of enclosures.

Signature of Bidder  
Name

Full Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Telegraphic Address: \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail

COMPANY SEAL

**ANNEXURE – B**  
**Technical Bid**

**Bid Form**

(On the letter head of the firm submitting the bid document)

To

The Addl. CEO,  
REC Power Distribution Comany Limited,  
1016-1023,10th Floor, Devika Tower, Nehru Place,  
New Delhi 110 003

Ref: Bid document No

Dated\_\_\_\_\_

Sir,

Having examined the tender document and having submitted the technical bid for the same, I/We, the undersigned, hereby submit the technical bid for supply, installation, testing and commissioning of equipment, products and services as per the schedule of requirements and specifications and in conformity with the said tender document.

I/We undertake, if my/our bid is accepted, to supply, install, test and commission the equipment/ products in accordance with the delivery schedule specified in the tender document.

I/We hereby undertake that I/We understand that if my/our bid is accepted, the earnest money deposit (EMD) submitted by me/us shall be deemed to be converted into performance guarantee by RECPDCL.

If my/our bid is accepted, I/We will submit a separate performance bank guarantee, for the sum equivalent to 10% for each Purchase/ Work Order value valid for a period of three months after the three year period of on-site comprehensive warranty maintenance support period and confer absolute right on RECPDCL for forfeiting/ deducting/ claiming liquidated damages from the performance bank guarantee towards performance of work under this tender and any other obligation due on me, in the form prescribed by the RECPDCL.

We agree to abide by this bid for a period of 90 days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period and till the time I/We after the expiry of the validity period formally withdraw my/our bid in writing.

1. I/We declare:

i) that I/We have a team of technically qualified engineers and have state-of-the-art infrastructure.

ii) that my/ our premises are equipped with all the facilities specified in the document.

2. I/We hereby offer to supply the equipment, products and services at the prices and rates mentioned in the Financial Bid.

3. I/We enclose herewith the complete technical bid as required by you and as specified in Chapter – 3 and in conformance to the checklist provided in the tender document.

4. I/We have carefully read and understood the terms and conditions of the tender document applicable to the bid and we do hereby undertake to supply, install, test and commission and provide three years on-site comprehensive warranty maintenance support as per these terms and conditions.

5. Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

or

A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable by duly attested by the person authorized to sign the bid document)

6. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated this day of 2015

Details of enclosures.

Signature of Bidder

Name

Full Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Telegraphic Address: \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail

COMPANY SEAL

**ANNEXURE - C**  
**Technical Bid**

**UNDERTAKING ON COMPLIANCE OF TECHNICAL SPECIFICATIONS AND TENDER SPECIFICATIONS and TERMS & CONDITIONS**

**(To be submitted on the bidder's letter head duly signed by the authorized signatory)**

I/We hereby undertake that I/we have examined/ perused, studied and understood the RFP/ tender document No. \_\_\_\_\_ dated \_\_\_\_ and any corrigendum/ addendum/ clarification etc. completely and have submitted my/our bid in pursuance and without any material and/or other deviations to the said documents.

I/We hereby undertake that I/We understand that the Chapter – 2 Scope of Work and Requirement of this tender is indicative only and not exhaustive in any manner and that the final scope of work and technical specification will be decided by the RECPDCL at their discretion.

I/We hereby undertake that I/we have included and attached/ enclosed the requisite OEM authorization as well as OEM warranty support letter/ undertaking as required and/or asked for by the RECPDCL.

I/We hereby undertake that we shall comply with the Chapter – 2 Scope of work and requirements and tender terms and conditions completely and there are no deviations of any manner and/or sort and/or kind in this regard from my/our side.

I/We hereby undertake to provide uninterrupted and timely onsite comprehensive warranty maintenance support for the supplied equipment/ products/ systems/sub-systems including spare parts for a period of 3 years (including the warranty period of 3 years). After the warranty maintenance period, if RECPDCL decides to go in for maintenance with any third party then I/We shall ensure supply of the spares of supplied items to RECPDCL. In case of the item/spare part being not available due to any reason the I/We shall provide an equivalent or latest item/spare part in lieu of the original item/spare part subject to the approval of the RECPDCL.

I/We undertake to be the single point of contact for RECPDCL and shall be solely responsible for all warranties, updates, patches, upgrades, guarantees etc. offered by the OEM, and system integration and three years on-site comprehensive warranty maintenance and for the entire scope of work and requirements as per the service levels defined in the tender document.

I/We hereby undertake that I/We do understand that my/our bid should be as per the tender and should be accordingly submitted to the RECPDCL. In case of a failure to comply and/or a variation the RECPDCL has got sole discretion to consider or disqualify my/our bid for the aforementioned RFP/tender and I/We shall be not having any claim of any sort/kind/form on the same.

I/We hereby declare that our company has not been banned or disqualified by any Government or any Government agencies or PSUs for and during the period of last five years.

I/We hereby declare and undertake that I/We have submitted all additional undertakings/ oaths etc. as applicable to this tender with my/our technical bid.

I/We hereby attach the duly signed and stamped bid document as an acceptance of tender specifications and terms & conditions with the technical bid.

I/We hereby affirm that our response is valid for a period of 90 days from the date of bid opening and till I/We withdraw my/our bid in writing by giving a notice of at least seven days to RECPDCL on expiry of the said validity period .

Signature of Authorised Signatory  
Name of the Signatory  
Date  
Place  
Company Name  
Company Seal

**ANNEXURE - D**  
**Technical Bid****I) Laptop (Type: Category – I)****Technical Bid – Minimum Specification**  
**OR Better**

S. No	Item	Minimum Specification OR Better (New Specification)	Part No. (if any)	Compiled (yes/ No)
	Specify Make/ Model			
1.	Processor/CPU	Minimum Intel® Core™ i3, 4 <sup>th</sup> Gen. Processor or better		
2.	RAM	Minimum 4x1 GB DDR3L RAM 1600 MHz upgradeable to at least 8 GB or higher		
3.	Internal HDD	Minimum 500GB, 5400 RPM SATA HDD or higher		
4.	Optical Drive	Integrated 8x DVD RW or higher		
5.	Display Size	Not more than 15.6", TFT color LED display with HD resolution		
6.	Camera	Integrated front side HD Camera with microphone		
7.	Graphics	On Board HD Graphics or better		
8.	Audio	Internal stereo/speaker/On-Board Audio		
9.	Network Interface	1 Number 10/100 Base-T or more		
10.	Wireless Interface	Wi-Fi connection to an 802.11 b/g/n wireless network and Bluetooth		
11.	External Ports	At least 2 nos. USB, 1 no. VGA, stereo microphone in, stereo headphone / line out.		
12.	Keyboard	Standard Keyboard / Touchpad		
13.	Battery	Rechargeable 4 cell battery (removable) with OEM supplied AC adapter		
14.	Carry Bag	Carry Bag provided by OEM		
15.	Operating System	Genuine MS Windows 8.1 (64 bit) Single Language (English Version) or better		
16.	Weight	Not more than 2.8 kg with battery		
17.	Warranty	1+2 year OEM Warranty		
18.	Color	Black (Preferably)		
19.	Antivirus (To be provided & installed by vendor)	Licensed Antivirus Software with minimum 15 months subscription <u>Or</u> Microsoft Security essential Antivirus.		
20.	Certification	Energy Star 5, EPEAT Regulatory complied		

**II) Laptop (Type: Category – II)**

S. No	Item	Minimum Specification OR Better	Part No. (if any)	Complied (Yes/No)
	Specify Make/ Model			
1	Processor/CPU	Minimum Intel® Core™ i5, 4 <sup>th</sup> Gen. Processor or better		
2	RAM	Minimum 4x1 GB DDR3L RAM 1600 MHz upgradeable to at least 16 GB or higher		
3	Internal HDD	Minimum 500 GB, 5400 RPM SATA HDD or higher		
4	Optical Drive	Integrated 8x DVD RW or higher		
5	Display Size	Not more than 14", TFT color LED display with HD resolution		
6	Camera	Integrated front side HD Camera with microphone		
7	Graphics	Intel HD Graphic Card		
8	Audio	Internal stereo/speaker/On-Board Audio		
9	Network Interface	1 Number 10/100/1000 Base-T or more		
10	Wireless Interface	Wi-Fi connection to an 802.11 b/g/n wireless network and Bluetooth		
11	External Ports	At least 2 nos. USB 2.0, 1 nos. USB 3.0, RJ-45, HDMI, VGA, stereo microphone in, stereo headphone / line out.		
12	Keyboard	Standard Keyboard / Touchpad		
13	Battery	Rechargeable 4 cell battery (removable) with OEM supplied AC adapter		
14	Carry Bag	OEM supplied Carry Bag		
15	Operating System	Genuine MS® Windows 8.1 (64 bit) Single Language (English Version) or better		
16	Weight	Not more than 2.5 kg with battery		
17	Warranty	1+2 Year OEM Onsite Warranty		
18	Color	Black (Preferably)		
19	Antivirus (To be provided & installed by vendor)	Licensed Antivirus Software with minimum 15 months subscription <u>Or</u> Microsoft Security essential Antivirus.		
20	Certification	Energy Star 5, EPEAT Regulatory complied		

Date:

Signature:

Place:

Name:

Seal of the Company:

Name of the Company:

**Bid Form**

(On the letter head of the firm submitting the bid document)

To

The Addl. CEO,  
REC Power Distribution Company Limited,  
1016-1023, 10th Floor,  
Devika Tower, Nehru Place,  
New Delhi -110 019

Ref: Bid document No

Dated \_\_\_\_\_

Sir,

Having examined the tender document and having submitted the technical bid for the same, I/We, the undersigned, hereby submit the financial bid for supply, installation, testing and commissioning of equipment, products and services as per the schedule of requirements and specifications and in conformity with the said tender document.

I/We hereby offer to supply, install, test and commission the equipment, products and services at the prices and rates mentioned by me/ us in my/ our financial Bid.

I/We do hereby undertake, that, in the event of acceptance of my/ our bid, the supply, installation, testing, commissioning and three years on-site comprehensive warranty maintenance support of the equipment, products, systems and other related items shall be made by me/us as stipulated in the schedules of the tender document and that I/we shall perform all the incidental services.

The quoted prices are inclusive of all charges including supply, installation, testing, commissioning and three years on-site comprehensive warranty maintenance support charges for the RECPDCL offices across India.

I/We enclose herewith the complete and duly filled-in financial bid as required by you. This includes:

- a. Bid Letter
- b. Price Schedule

I/We agree to abide by my/our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time and any extended period provided that I/We have not

withdrawn my/our bid after the expiry of 90 days in writing after giving a notice of at least seven days to RECPDCL.

I/We do hereby undertake, that, I/We have carefully read and understood the terms and conditions of the tender document and we do hereby undertake to supply, install, test, commission and provide three years on-site comprehensive warranty maintenance support as per these terms and conditions and that there are no financial deviations from my/our side.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor,

or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/ by virtue of general power of attorney,

or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections / deletions should invariably be duly attested by the person authorized to sign the bid document.)

I/We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and/or placement of letter of intent and/or awarding the work order, shall constitute a binding contract between us.

Dated this day of \_\_\_\_\_ 2015

Signature of Bidder  
Name

Details of enclosures

Full Address:  
Telephone No.  
Telegraphic Address:  
Fax No.  
E-mail:

COMPANY SEAL



**(ONLINE ONLY)  
Price Schedule**

Sr. No.	Item Description (Minimum or higher)	Unit	Quantity ( $\alpha$ )	Unit Rate INR (all inclusive)	Total Price in INR
A	B	C	D	E	F=D x E
1	Cost of Laptop (Category-I) as per technical specification with three year on-site comprehensive warranty maintenance from OEM	Per Laptop	70	<i>submit through online</i>	<i>submit through online</i>

Sr. No.	Item Description (Minimum or higher)	Unit	Quantity ( $\alpha$ )	Unit Rate INR (all inclusive)	Total Price in INR
A	B	C	D	E	F=D x E
1	Cost of Laptop (Category-II) as per technical specification with three year on-site comprehensive warranty maintenance from OEM	Per Laptop	30	<i>submit through online</i>	<i>submit through online</i>

**$\alpha$  : Quantities are tentative and may vary, payment will be made as per actual on pro-rata basis.**

**Note:**

- a) The quantities of equipment/ products/ systems indicated in the list are tentative. Payment will be made as per actual on pro rata basis.
- b) All rates/prices to be quoted in Indian Rupees only, considering the tender terms and conditions and scope of work.
- c) The quantities of equipment/ products/ systems indicated in the list are tentative. Payment will be made as per actual on pro rata basis.
- d) All rates/prices to be quoted in Indian Rupees only, considering the tender terms and conditions and scope of work.
- e) No advance payment shall be made.
- f) All items in all the tables must be quoted failing which the bid is liable to be rejected.
- g) Quoted rates/prices should be valid for delivery of equipment and services across India.
- h) Individual Orders may be split between RECPDCL CO/ZP/PO and its project site offices.
- i) The quoted rates/prices to be all inclusive of taxes, duties, levies, charges etc.
- j) RECPDCL can place order in staggered manner and can evolve a superset/ subset of the requirements for placing order.

**ANNEXURE –G**

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

Ref. No.....

Bank Guarantee No.....

Dated .....

To,

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

(With due stamp duty as applicable)

Dear Sirs,

1. Whereas REC Power Distribution Company Ltd. incorporated under the Companies Act, 1956,

at 1016-1023, 10th Floor, Devika Tower, Nehru Place, New Delhi - 110019 - India (hereinafter called 'RECPDCL' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has awarded a LOI/ Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ for (purpose) \_\_\_\_\_ to M/s \_\_\_\_\_ (hereinafter called the 'Agency' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees). The Agency having agreed to furnish an unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_ only) for the due performance of 'Agency's' obligations as contained in the Work Order date \_\_\_\_\_/agreement date \_\_\_\_\_ which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

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) undertake to pay immediately on first demand by RECPDCL, the amount of guarantee and \_\_\_\_\_ Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_ only) in aggregate at any time without any demur and recourse, and without RECPDCL having to substantiate the demand. Any such demand made by RECPDCL shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Agency.

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

4. The Bank also agree that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where Latter of Award/LOI/Work Order have been issued.

5. This guarantee shall be irrevocable and shall remain in force upto \_\_\_\_\_ which includes thirty days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.

6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) \_\_\_\_\_.

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 RECPDCL under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of RECPDCL under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorised officer, has set its hand and stamp on this ..... day of ..... at.....

WITNESS NO. 1

-----  
(Signature)

Full name and official  
address (in legible letters)

-----  
(Signature)

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

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

Dated .....

**Annexure H**  
**(Technical Bid)****REGULATORY COMPLIANCE**

In Compliance to Ministry of Communications & Information Technology, Department of Electronics & Information Technology notification number 8(41)/2012-IPHW dated 17th December 2012 and January 2013 with regards to preference to domestically manufactured products viz. Laptop Personal Computer (PCs), the bidder should submit compliance in the following format:

**Definition of Laptop Personal Computers (PCs):** For the purpose of aforesaid notification, a Laptop PC (Commonly known in the market as Laptop/Notebook/Netbook/Ultrabook etc.) shall necessarily consist of a CPU, Memory, Hard disk drive, Keyboard, Touchpad and –or Track point an integrated display unit integrated battery and should be able to operate independently.

Sr. No.	Main in puts in BOM/stages for manufacture of Desktop PC	Value addition required for the input to be classified as domestic BOM	Yes/No
1	Hard Disk Drive	Domestic assembly and testing from imported/indigenously manufactured parts and components	
2	Display Panel (LCD, LED, etc) + Back Cover + Bezel	Domestic assembly and testing from imported/indigenously manufactured Display Panel, Back Cover and Bezel or combination subject to the condition that from 3 year on wards:  (i) back cover shall be domestically manufactured and (ii) backlight assembly and testing of Display panel shall be done domestically	
3	DVD Drive	Domestic assembly and testing from imported/indigenously manufactured parts & Components	
4	Cabinet+ Motherboard+ Power Module	<u>Domestic assembly and testing from imported/indigenously manufactured cabinet, Motherboard, Power Module or combination except value of bare PCB and semiconductor BOM (i.e. the semiconductor chips and modules on motherboard)</u> Subject to the conditions that (i) value of domestically manufactured parts and components used in the assembly of "Motherboard Power Module" will be minimum 10% (of the total value of parts and components used in manufacture of "Motherboard + Power Module") in year 2, which will increase to minimum 20% (of the total value of parts and components used in manufacture of "Motherboard+Power Module") in year3 and subsequent years and (ii) Cabinet shall be domestically manufactured from years 3 onwards.	

5.	Semiconductors (i.e. the semiconductor Chips and Modules on Mother board)	The value of only those semiconductor Chips and Modules (including Processors and Memory) of the Mother board less the value of their indigenous design( for which IP is resident in India) on which ATMP operations are carried out domestically, will be taken as Domestic BOM	
6.	Bare PCB	Domestically manufactured	
7	Power Adaptor	Domestic assembly and testing from imported/indigenously manufactured parts and components used in the assembly of "Power Adaptor" will be minimum 20% (of the total value of parts and components used in the manufacture of Power adapter") in year 2, which will increase to minimum 30%, 40% and 50% in years 3,4, and 5 respectively	
8	Keyboard/Touchpad and /or TrackPoint	Domestic assembly and testing from imported/indigenously manufactured parts and components	
9	Battery	Domestic assembly and testing from imported/indigenously manufactured parts and components	
10	(i) Final Assembly/Testing and (ii) Design/Development	(i) Domestically assembled/tested and (ii) Intellectual property(IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM.	

**Annexure I**

**Bidder Help Manual for E-Bidding**

**HELP MANUAL TO VENDORS**

**Helpdesk Nos.**

Phone : 011-49424365

**Sh Nehal** ([www.tenderwizard.com](http://www.tenderwizard.com)) 8800991855 / 9560062209

**Other Contact Numbers:**

- 1.Sh Mithun Ghosh ([www.tenderwizard.com](http://www.tenderwizard.com)) 8826040002 / 011-49424319
- 2.Shri Sunil Bisht, Assistant Manager(Tech.) – 011-44128760
- 3.Shri Ajay Kumar, Chief Technical Officer – 011-44128767

**Step 1**

**Registration Process**


**Website address:** [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC)


- Click on "[TenderFreeView](#)" to see (view and download) all the tender notifications and corrigendum's.
- Click on "[Register Me](#)" Hyperlink and get your User Id and Password.
- (Certain special chars like ~ ` ' # \$ % & \* ! ( ) ; \ / ? " : < > + - { } [ ] are not allowed in the company id or any key attributes).
- Once you fill all the details asked by "[Register Me](#)" form and obtain your password, contact the Office of RECPDCL to enable your User ID.
- After this, vendor can key in their User Id and Password and get successful entry in to the application.

**STEP 2**

**Participation**

**Vendor should login with his USER ID and PASSWORD**

- After Successful entry into the application click on hyperlink "[UnApplied](#)".
- By clicking on hyperlink "[UnApplied](#)" you can see the latest tenders which are floated and other details relevant to tender.
- On this screen ([UnApplied](#)) you will find various gif's on the left hand side. Click on  "[Edit form](#)" gif and see all the documents attached. Please download these documents and go through them.

- Once you have gone through the entire tender document and you wish to participate in the tender click on  “Request Tender Form” gif. And Then click on “Submit”.
- Now once you have requested for tender documents click on “In Progress” stage. You can see the status as “REQUESTED”.

**Note:** - will send you forms (Electronic Financial bid & Technical bid sheets) .

- You will get two excel files “Technical Sheet.xls” and “Cost Sheet.xls” along with other documents. Firstly, you need to download this document by clicking on hyperlink “ [Click here to Download Empty Document.](#)” Then Save the file with the same file name

**Note:-**

- 1) You should not change the file name of any Excel file.
- 2) You should only key in the values in blue cells only.

### STEP 3

#### Submission

Vendor should prepare the scanned copy of DD (EMD)

- EMD Submission:** Click on “ [Click here to enter EMD Details and Attach Scanned Copy of EMD](#)”. Fill all the fields provided in that sheet and press on “Scan” button to attach the scanned copy of the EMD.
- Vendor should fill values in blue cells only, provided in these sheets. These can be uploaded by clicking on “ [Click here to Upload filled](#)

**File**”. **Reminder:**

**Technical Sheet** and **Cost Sheet** should be uploaded by using “ [Click here to Upload filled File](#) “. All other supporting documents could be uploaded using “ [Click here to Attach General Documents](#)” link provided below.

- Please don't change the name of the file as system will not accept any other file name.

#### **Steps for uploading the additional documents (supporting documents) to your account.**

1. In the left hand menu click on General Document, general document page will appear
2. Click on upload new file Button for uploading new document, upload sheet will appear
3. Select the file to be uploaded, enter the description and attachment name.
4. Click on Upload file
5. Repeat step 2 and 3 for uploading new files

**To change the description and attachment name for the uploaded file use Update existing file button**

**Note: This is for altering the description and attachment name only**

**Attachment of general document to a particular tender**

Go to tender Documents screen of that particular tender

1. Go to [Click here to Attach General Documents](#) –Additional documents can be optionally Uploaded General Document Summary sheet will appear.
2. In General Document Summary screen select the file you want to attach and make necessary changes for Tender Stage and click Attach file button.
3. If you need to attach any new files for the tender follow Steps for uploading the Additional documents.

Other details could be scanned and uploaded but ensure that it is smaller in size (i.e. < 1MB for Fast Uploading of Document). (only.doc, .jpg,.gif,.xls, .bmp, .pdf.)

- The server time will be displayed at the right hand side of the page please follow this time, and all the actions i.e;(Requesting, Submitting, Opening etc.,) takes place according to this time only.**

**NOTE :**



You will see all the red colored links changing to black color, when you have uploaded.

**A) Technical Sheet**

**B) Cost Sheet or price bid**

**C) EMD details**

- i) Once you fill the above documents only then you will able to submit the tender by clicking on the **“Submit the Tender Form”** button before the tender closing date and time.

**STEP 4**

**Acknowledgement**


Once you submit the tender you will get the submitted token number, submitted date and submitted time. Take the print of that sheet then click on “OK”. Then the status will change to submitted.

**STEP 5**

**OPENING**

- After the tender is opened at the stipulated date and time, the award details can be accessed in the OPENED/AWARDED stage.



- To view the opened tenders click on the “**Opened/Awarded**” link then click on edit form  to view your competitors bid sheets who participated with you and who are not disqualified.

**Note:**

- If you do not get the submitted status and token number, contact tendering authority well in advance. L is not responsible for tender's not eived or submitted properly. Vendors are requested to undergo training and get their doubts clarified well in advance.
- If any queries please contact L Office and if required, personal training would be given. Please feel free to contact if you have any clarifications regarding E-Tendering.