

## Request for Proposal

(Invited through e-Tendering mode only)  
(Limited to agencies as per list enclosed in "Annexure V")

For

### Procurement of Mobile Application Development for Progress Monitoring of Projects across PAN India on Real Time Basis

No. RECPDCL/Tender/2015-16/1521

Dated: 04 .09.15

**REC Power Distribution Company Limited**  
(A wholly owned subsidiary of REC, a 'Navratna CPSE'  
Under the Ministry of Power, Govt of India)  
**CIN no of RECPDCL-U40101DL2007GOI165779**  
**Corporate office**  
1016-1023, Devika Tower, Nehru Place,  
New Delhi-110019  
Telefax: 011-44128768  
Website: [www.recpdcl.in](http://www.recpdcl.in)

Description of task, e-tender submission format and procedure is provided in the Financial Bid document available on RECPDCL website ([www.recpdcl.in](http://www.recpdcl.in)), REC website ([www.recindia.com](http://www.recindia.com)), e-tendering website ([www.tenderwizard.com/REC](http://www.tenderwizard.com/REC)), ([www.eprocure.gov.in](http://www.eprocure.gov.in))

Important Dates for E- Financial Bid mode	
Date of Release of Financial Bid	<b>04.09.2015</b>
Last date of queries/ seeking Clarification	<b>07.09.15 upto 10:45 Hours</b>
Pre bid Meeting	<b>07.09.2015 at 11:00 Hours</b>
Last date of submission of Financial Bid	<b>14.09.2015 at 15:00 Hours</b>
Date of Opening of Financial Bid	<b>14.09.2015 at 16:00 Hours</b>

**Note:**

Online registration shall be done on e-tendering website i.e. [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) & in general, activation of registration may takes 24 hours subject to the submission of all requisite documents required in the process.

-Sd-  
(S.C. Garg)  
Addl. C.E. O.

[This document is meant for the exclusive purpose of Agencies against this Financial Bid and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.]

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## SECTION-I

### (FINANCIAL BID INFORMATION)

**Name of the assignment:** Procurement of Mobile Application Development for Progress Monitoring of Projects across PAN India on Real Time Basis

#### Important information

S. No.	Event	Information to the agencies	
1	Date and Time of Release of Financial Bid	04.09.2015	
2	Last date of queries/ seeking Clarification	07.09.15 up to 10:45 Hours	
3	Pre Bid Meeting	07.09.2015	
4	Last Date & Time for online Submission of Financial Bid	11.09.2015 Up-to 1500 Hours	
5	Date of Opening of Financial Bid	11.09.2015 Up-to 1600 Hours	
6	Tender Document	The details can be downloaded free of cost from the websites <a href="http://www.recpdcl.in">www.recpdcl.in</a> (or) <a href="http://www.recindia.com">www.recindia.com</a> (or) <a href="http://www.tenderwizard.com/REC">www.tenderwizard.com/REC</a> (or) <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>	
7	EMD #	Rs.10,000/- (Rupees Ten Thousand Only)	
8	Address for Bid submission/EMD/PBG	<b>Shri. Subhash Chandra Garg,</b> Addl. C. E. O. REC Power Distribution Company Limited, 1016-1023, 10 <sup>th</sup> Floor, Devika Tower, Nehru Place, New Delhi- 110019, India. Telefax : 011-4128768,44128760/67 Email- <a href="mailto:recpdcl@rediffmail.com">recpdcl@rediffmail.com</a>	
9	Contact Person	<b>Shri. Ajay Kumar ,</b> Chief Technical Officer REC Power Distribution Company Limited (RECPDCL) Phone:011-44128767; Fax:011-44128768 <a href="mailto:recpdcl@rediffmail.com">Email-recpdcl@rediffmail.com</a>	<b>Shri. Sunil Bisht ,</b> Assistant Manager (Technical) REC Power Distribution Company Limited (RECPDCL) Phone:011-44128760; Fax:011-44128768 <a href="mailto:recpdcl@rediffmail.com">recpdcl@rediffmail.com</a>

# The EMD (Earliest Money Deposit) is to be submitted by all the participating bidders of an amount of Rs **10,000/- (Rs. Ten Thousand only)** in the form of irrevocable Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "**Annexure-III**" or Bank Demand Draft drawn in favour of REC Power Distribution Company Limited payable at New Delhi. The EMD of unsuccessful bidder/s will be returned within 90 days from the award of contract and EMD of successful bidder will also be returned after acceptance of work order and submission of PBG (Performance Bank Guarantee) of requisite value.

## SECTION-II PREFACE

### INTRODUCTION:

**REC Power Distribution Company Limited (REC PDCL)**, registered office at Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi- 110003 an ISO 9001:2008 & 14001:2004 certified, a wholly owned subsidiary of Rural Electrification Corporation Ltd (REC), a “Navratna CPSE” under the Ministry of Power, Govt. of India is engaged in providing value added consultancy services in power sector arena covering Power Generation, Transmission & Distribution (T&D), Renewable Energy Sector and Energy Efficiency programs including Govt. of India’s power schemes for power utilities across the country and various regulatory assignments with SERCs. It includes the project works under Rural Electrification (RGGVY), PMC works of RGGVY/DDUGJY, DPR preparation for R-APDRP/ RGGVY/NEF/DDUGJY/IPDS and other power projects scheme, Third Party Inspection, Feeder Renovation Program, Feeder separation, HVDS program, Lender’s Engineers assignment, IT related assignments in Distribution sector including Energy Audit, Evaluation study for HVDS/Distribution network, AT&C Loss assessment, system study, MRI based billing and Cost Book Data Preparation as per the need of the power utilities, Regulatory Commission across the country.

RECPDCL is intending to engage agency(ies) for providing services for Procurement of Mobile Application Development for Progress Monitoring of Projects on Real Time Basis.

## SECTION-III

### INSTRUCTIONS TO BIDDING AGENCIES

This financial bid is invited from the agencies, which is already empanelled with RECPDCL to take up the above said work. (Annexure “V”)

The agencies/bidders are advised to study the financial bid document carefully. Submission of Financial Bid shall be deemed to have been done after careful study and examination of the financial bid document with full understanding of its implications.

#### **Submission of the Bid:**

Agency shall submit their responses online through e-tendering website [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC).

#### **A. The submission and opening of Financial Bid will be through e-tendering process only.**

Interested Agencies/bidders can download Financial Bid document from the RECPDCL website i.e. <http://www.recpdcl.in> or [www.recindia.com](http://www.recindia.com) or [www.eprocure.gov.in](http://www.eprocure.gov.in) and e-tendering regd. link is given in RECPDCL website i.e. [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC).

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

#### **B. Steps for Registration:**

- i. Go to website “<http://www.tenderwizard.com/REC>”.
- ii. Click the link ‘**Register Me**’ or ‘**New User? Sign Up**’
- iii. Enter the details about the E-tendering as per format.
- iv. Click ‘**Create Profile**’.
- v. E-tender will get confirmation with **Login ID and Password**.

#### **C. Steps for application for Digital Signature from Bid Wizard:**

Download the Application Form from the website <http://www.tenderwizard.com/REC>. Follow the instructions as provided therein. In case of any assistance, you may contact RECPDCL officers whose address is given at the Bid.

Bid is to be submitted through online mode on website [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) in the prescribed form.

**Scanned soft copy of the documents given below for the qualifying response:**

➤ **General Documents/EMD/PBG**

1. Form-I----- Letter for Submission of Financial Bid & Form-II ----- General criteria details.
2. EMD of Rs. 10,000/- in the form of Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "**Annexure-III**" or Bank Demand Draft drawn in favour of REC Power Distribution Company Limited payable at New Delhi & scanned copy to be uploaded and original to be submitted before the last date & time of Submission of Tender.
3. Performance Bank Guarantee as applicable details mentioned in clause 7.0 in this tender, in form of DD or Bank Guarantee may be drawn from a scheduled commercial bank in favor of The "REC Power Distribution Company Ltd", New Delhi.

➤ **Financial Bid**

1. Form-III-----Financial Proposal/Bid.

Financial bid to be uploaded in the specific format designed & same may be downloaded from website [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) and after filling the form it is to be uploaded therein through digital signature.

All the documents should be addressed to.

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

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

## SECTION-IV

### DETAILED SCOPE OF WORK & PERFORMANCE EVALUATION

#### A. SCOPE OF WORK

1.0 FOR developing the mobile application, Supply, Installation/mechanism of installation for various Pan India Location, Commissioning, Performance tuning, Training and Onsite support with 3 year support warranty for Mobile Application Development Platform, Native Mobile Application for Smart, Feature and basic phones with license as per Technical specification which will meet the objectives. The implementation is for both development and implementation.

- a) App development should be in English language only.
- b) The date must be fetched from predefined list (e.g. village list) in central database and all the data should be directly updated to the central database.
- c) The platform and application server should be open source and database server should be MySQL server.
- d) Ability to work offline while taking reports in remote areas, save multiple reports temporarily until data is sent later via mobile network (GPRS data capability) or WLAN (wifi).
- e) Report generation in PDF/ MS office format.
- f) Helpdesk for employees, training services and Manpower support at Head Office.

#### 1.1 Objectives of Project:

1. The application will be a mobile based app that will provide a platform to field engineers of RECPDCL to feed real-time data of the project for which they have been enrolled. The purpose of developing this app is to track the progress of any project in real-time. The app will use geo-tagging and live images to authenticate the information. The app will also act as a bridge to pass on important information from the central office to the field engineers and register their reports/feedbacks in real-time through this application.
2. It is envisioned that the proposed solution would be highly effective due to the inherent cut down in reporting time and better quality of field reports with images/videography and GPS location information. Some of the envisioned outcomes are:
  1. Improve in the quality of inspection report.
  2. Improvement in the quality of scheme implementation.
  3. Real time monitoring and image capture/video capture
  4. Ensuring accountability of field engineers.
  5. Transparency in field inspection and its record keeping.
  6. Better coordination mechanism by means of detailed inspection reports with images between corporate office and field engineers.
  7. Creation of digital database of works done and MIS generation & Graphical representation etc as per the requirement of projects/RECPDCL..

## 2.0 Performance/Progress Evaluation

- 2.1 The Bidder is required to submit the Time Schedule/Plan of implementation of the assignment. The Time Schedule/Plan should be prepared in such a way that work may start immediately after the issuance of work order as per scope of work/requirement of RECPDCL including supply/installation of apps shall be completed within 4 weeks from the date of issue of work order. Agency may propose their milestone targets to complete the work before schedule.
- 2.2 The agency concerned shall also provide Name/Contact Nos./Email IDs/Fax No. of all Key management officials.
- 2.3 Completion of assignment in time is most important element of the contract. The progress of work shall be evaluated on weekly basis vis-à-vis proposed milestone target for execution of work. Submission of quality inspection reports will be the criteria with which the progress of the work will be measured.
3. **DELIVERABLES AND TIMELINES:** Though bidders are requested to develop the apps first for android and the same will be develop for the other OS thereafter.

Different deliverables with their timelines as under:

Sl.	Phase	Time Duration	Activity
i	Stage I	Within 15 days from issuance of work order	Development & Launching of Mobile Application for Android operating system with basic features.
ii	Stage II	Within 30 days from issuance of work order	Complete development & successful implementation of Mobile application with full features for all mobile operating system i.e Android , ios & windows.

- ❖ Any other deliverables, which are not specifically mentioned above but are found to be necessary during the assignment for successful completion of the assignment to the satisfaction of RECPDCL. At each stage as desired by RECPDCL, the agency shall be required for interaction and attend review meetings/ make presentations to RECPDCL. The agency shall work in close co-ordination as may be required for satisfactory completion of the assignment.



## SECTION-V

### GENERAL CONDITIONS OF BID

1. The bidder should submit the documents through e tendering mode viz. **letter of submission of financial bid enclosed as Form-I, General criteria details enclosed as form-II, Financial bid/Performa of schedule rates enclosed as form-III, Annexure-I, Letter of Transmittal enclosed as annexure-II, performance bank Guarantee format** for evaluation of their financial bids. Original of requisite EMD & Integrity Pact to be submitted in original on or before last date of submission of Bids, fulfilling the above conditions will only be evaluated by the duly constituted evaluation committee. Bids of the bidders not fulfilling the conditions given above may be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.
2. RECPDCL reserve right to ask to submit any document if desired so at any stage & also the right to verify/confirm all original documents & failure to produce the same within the period as and when required and notified in writing by RECPDCL shall result in summarily rejection of the bid.
3. Engagement with RECPDCL does not confer any right to the agencies to be invited for participating in any bids, tender etc. floated by RECPDCL. RECPDCL reserves the right to call bids/assign work/ associate the agency(ies) in any area as may be deemed fit by RECPDCL depending upon the profile provided by the agencies and requirement of assignment.
4. RECPDCL reserves the right to accept or reject any or all requests for engagement without assigning any reason or to accept in parts and engage more than one agency at its sole discretion.
5. Acceptance of the application(s) constitutes no form of commitment on the part of RECPDCL. Furthermore, this acceptance of the application confers neither the right nor an expectation of minimum order within the proposed project.
6. RECPDCL reserve the right to accept the whole or its part of part of any responses with any short fall at its sole discretion.
7. RECPDCL reserve the right to call for fresh tenders/financial bid invitation at any stage and /or time as per the present and /or envisaged RECPDCL requirements even if the tender is in evaluation stage or in any stage.
8. RECPDCL reserve the right to modify, expand, restrict, scrap, re-float the tender without assigning any reason for the same.
9. The responder shall bear all costs associated with the preparation and submission of its response, and RECPDCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the tender process.

- 10.** RECPDCL reserves the right to conduct the reverse auction (if required) for the services being asked in the tender. The terms and conditions for such reverse auction event shall be as per the Acceptance Form attached as Annexure VI of this document. The bidders shall mandatorily submit a duly signed copy of the Acceptance Form along with the tender document as a token of acceptance.
- 11.** Consortium and joint venture in any form are not allowed. Also, bidders have to note that no sub-contracting / sub-letting are allowed.

### **1.0 Liquidated damages (LD) for delay for completion of work**

- 1.1** The timely completion of the assignment is the essence of the contract. In the event of failure to complete the assignment within the stipulated completion period, the liquidated damages are payable by the agency at 2% (Two percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the agency under this clause shall be restricted to 10% of the contract value as awarded.
- 1.2** In case of continued non-satisfactory performance, RECPDCL have the right to withdraw the work & get completed the work at the risk and cost of the agency. Further the agency may be blacklisted for a period of one year or more for participating in any of the bids invited by RECPDCL. Also, RECPDCL would be free to intimate such black listing to various state/central utilities/ Ministry of Power/State Governments/other agencies not to consider the said agency for any assignment including of the same on websites.

## SECTION-VI

### Financial Bid EVALUATION METHODOLOGY

#### 1.0 Preparation of Financial Bids

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

#### 2.0 Submission of Financial Bid:

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

#### 3.0 Opening of Bid:

- 3.1 Tenders duly submitted/uploaded, will be opened online on the schedule date and time. The tenders will be opened and the bidders or their authorized representative may, if they so desire be present at the time of opening of tenders.

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

#### **4.0 Cost:**

Costs & Currency The cost must be indicated as Fixed Price in Indian Rupees only, including the following:

- a Cost of the software, customization, implementation & training.
- b Installation, if any,
- c Minimum of 3 year comprehensive warranty for software. This period will start from date of acceptance of installation by RECPDCL in writing.

The price offered to the RECPDCL must be in Indian Rupees, inclusive of all presently applicable taxes and duties. Any new taxes/ increase in taxes introduced by Govt. / State Govt./ Municipal Corporation or local bodies which is subject matter of the contract. The price should be inclusive of VAT if VAT is already implemented in the place of billing. If VAT is currently not applicable but will become applicable on implementation at the place of billing subsequently, the difference between the sales tax component included in the price and the VAT component (either reduction or addition) will be on Bank account only after implementation of VAT The Price Offer shall be for the assignment as per the Scope of work of Bid Document and shall remain FIRM throughout the period of contract. REC PDCL shall not pay and/or reimburse anything over and above the price quoted except Service Tax which shall be payable extra on quoted price, as applicable. The bidder shall have valid service tax registration and ensure deposit of service tax to the tax authorities. The REC PDCL reserves the right to ask the bidder to justify and establish price/rate reasonableness. In the event of an award of contract, income tax will be deducted by the REC PDCL at source as per law.

#### **5.0 Financial Bid :**

- 1) Bidders has to quote their rates strictly as per the financial bid format enclosed as form-III should be submitted/uploaded through online/e-tendering mode only.
- 2) The prices shall remain FIRM till entire contract period /completion of the Assignment.
- 3) The prices to be quoted would be exclusive of service tax which shall be payable extra as applicable.

- 4) Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
- 5) Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD of said bidder.

## **6.0 Earnest Money Deposit (EMD)**

6.1 Bidders shall submit, Earnest Money of Rs. 10,000/- (Rs. Ten Thousand only) in the form of irrevocable Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "Annexure-III" or Bank Draft drawn in favour of REC Power Distribution Company Limited payable at New Delhi and shall be initially be kept valid up to validity of the offer plus 30 days or such extended period. Tenders not accompanied by the requisite amount of Earnest Money shall be rejected.

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

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

6.3 The EMD shall be returned without interest:

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

## **7.0 Performance Bank Guarantee (PBG):**

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

7.2 RECPDCL proposed that Performance Bank Guarantee (PBG) may be submit by the bidder separately for each portion of the work order i.e (i) for Complete development & successful implementation of Mobile application with full features for all mobile operating system i.e Android , ios & windows & (ii) for warranty period. The bidder may be asked to submit the PBG validity for 30 days plus three months claim period of the 10% of total value of the project i.e for Complete development & successful implementation of Mobile application with full features for all mobile operating system i.e Android , ios & windows (85% of the total

rate quoted) and after completion of 4 months or before expiry of PBG of complete implementation portion bidder has to submit PBG for warranty period for 3 years plus 90 days claim period of the total warranty portion(15% of the total rate quoted). Further in case bidder not submitted the PBG for warranty portion before due date or expiry of PBG submitted for Complete development & successful implementation of Mobile application with full features for all mobile operating system i.e Android , ios & windows may be forfeited accordingly and in case of any failures/non-performance of the contract the PBG shall be forfeited /encashed.

### **8.0 Deviation:**

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

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

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

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

## **A. CONTRACT**

### **1.0 Duration/ Period of Contract:**

1.1 The contract period will be for 30 days from the date of the award of contract including Complete development & successful implementation of Mobile application with full features for all mobile operating system i.e Android , ios & windows and 3 years warranty period. In case duration of the contract is required to be extended for the reason beyond control of agency the same shall be done with mutual consent on same rates, terms & conditions at the sole discretion of RECPDCL.

## 2.0 Termination of Contract:

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

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

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

## 3.0 Terms of Payment:

The payment to the Bidder for the performance of the works under the contract will be made by RECPDCL as per the guidelines and conditions specified herein. The final payment will be made on completion of all the works and on fulfillment by the agency obligations under the contract subject to acceptance by RECPDCL.

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

- a) No advance payment shall be made.
- b) All Payments shall be made in Indian Rupees only as per the following schedule:-

RECPDCL will make payment as follows:

- **50% payment:** After successful implementation of the full application on android based mobile successfully and subject to acceptance of RECPDCL.
- **35% payment:** After successful implementation of the application on ios and windows based mobile successfully.
- **5% payment:** After completion of one year.
- **5% payment:** After completion of 2nd year.
- **5% payment:** After completion of warranty period.

#### **4.0 Tax Deduction at Source:**

Income Tax and any other taxes etc. as may be applicable from time to time during the currency of contract shall be deducted at source from the running bill(s).

#### **5.0 Force Majeure**

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



## **B. General Conditions**

### **1.0 Disputes Resolution & Arbitration**

- 1.1 Disputes under the agreement shall be settled by mutual discussion.
- 1.2 However, in the event amicable resolution or settlement is not reached between the parties, the differences of disputes shall be referred to and settled by the Sole Arbitrator to be appointed by Chairman, REC PDCL.
- 1.3 The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- 1.4 The venue of the arbitration shall be New Delhi, India.
- 1.5 The fee & other charges of Arbitrator shall be shared equally between the parties.
- 1.6 The Arbitrator will give the speaking & reasoned award. The party will not be entitled to any Pendente lite interest during arbitration proceedings.

### **2.0 Jurisdiction of Courts etc.**

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

### **3.0 Sub-contracting**

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

### **4.0 Letter of Transmittal**

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

### **5.0 Quantity Variation/Split of work**

REC PDCL reserves the right to increase or decrease the quantity of work, split of the work to Agencies or other terms and conditions at the sole discretion of the RECPDCL. Suitable Amendment/ communications shall be issued in the event of variations in the quantities.

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

**Letter for Submission of Financial Bid**

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

Sub.: Engagement of Service Agency

Sir,

1. With reference to your Financial Bid No. \_\_\_\_\_ dated \_\_\_\_\_ for procurement of Mobile Application Development for Real Time Monitoring of Project for RECPDCL through PAN India location, I wish to apply for engagement with RECPDCL .

Further, I hereby certify that-

2. I have read the provisions of the all clauses and confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Tender are acceptable to me and I have not taken any deviation to any clause.
3. I further confirm that any deviation to any clause of Tender found anywhere in my Bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the REC PDCL.
4. Our bid shall remain valid for period of 120 days from the last date of bid submission.

**Date:**

**Place:**

**Signature:**

**Full Name:**

**Designation:**

**Address:**

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



**Form-II**

**Procurement of Mobile Application Development for Progress Monitoring of Projects on Real Time Basis  
GENERAL CRITERIA DETAILS**

- 1. THE FIRM : \_\_\_\_\_
- 2. Name : \_\_\_\_\_
- 3. Regd. Address :
  - a) Address of Office : \_\_\_\_\_  
\_\_\_\_\_
  - b) Contact Person's
    - i. Name & Design.: \_\_\_\_\_
    - ii. Address : \_\_\_\_\_  
\_\_\_\_\_
    - iii. Tel No. Landline Mobile: \_\_\_\_\_
    - iv. Email ID : \_\_\_\_\_
- 4. Type of Firm (Please tick): Private Ltd./ Public Ltd./ Cooperative/Partnership/Proprietor
- 5. PAN No. : \_\_\_\_\_
- 6. Service Tax Reg. No.: \_\_\_\_\_
- 7. E.M.D. Details :
  - Rs. \_\_\_\_\_
  - DD No. \_\_\_\_\_
  - Name & Address of Bank: \_\_\_\_\_  
\_\_\_\_\_

Signature.....

.....

Full  
Name.....

....

Designation.....

.....

Address.....

.....

**Financial Bid**

Name of the Bidder: \_\_\_\_\_

S.NO	DESCRIPTION	AMOUNT	
A	Lump Sump rate excluding service tax for Procurement of Mobile Application Development for Progress Monitoring of Projects across PAN India on Real Time Basis(as per scope of work) including 3 year warranty		
	Total	₹ (In Figures)	
	Total	₹ (In Words)	

**Note:**

1. The prices shall remain FIRM till entire contract period /completion of the Assignment.
2. In case of discrepancy between the value indicated by the bidder "In Figures" & "In Words" , the value indicated at "In Words" shall prevail.
3. The prices to be quoted would be inclusive of all taxes & duties exclusive of service tax which shall be payable extra as applicable.
4. Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
5. Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD/PBG of said bidder.

**Authorized Signatory: .....**

**Address: .....**

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

**"Annexure-I"**

**Weekly and Monthly milestone target for execution of work to be proposed by the Bidder.**



LETTER OF TRANSMITTAL

To: [Name and address of Client]

.....

.....

.....

Dear Sir/s,

I/We, the undersigned, have examined the details given in your Request for Proposal dated [Insert Date] for PROCUREMENT of Mobile Application Development for Real Time Monitoring of Project for RECPDCL. We accept all the terms & conditions of the bid document without any deviation and submit the Bid. We hereby certify that M/s \_\_\_\_\_ or its group companies have not been awarded any work for & shall not be a competitor to REC PDCL during contract period in case the contract is awarded.

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

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

“ANNEXURE-III”

**BID BANK GUARANTEE (EARNEST MONEY)**

(To be stamped in accordance with Stamp act)

This deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ 2015 by

\_\_\_\_\_  
**(Name of the Bank)**

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

WHEREAS RECPDCL has invited tender vide their Tender Notice No. \_\_\_\_\_ Dated \_\_\_\_\_ to be opened on \_\_\_\_\_ AND \_\_\_\_\_ WHEREAS M/s \_\_\_\_\_

\_\_\_\_\_  
**(Name of Tenderer)**

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

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

AND WHEREAS, we \_\_\_\_\_

**(Name of Bank)**

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

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

We further agree as follows:-

1. That RECPDCL may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between RECPDCL and the Tender AND the said Bank shall not be released from its liability under these presents by an exercise by RECPDCL of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the RECPDCL or any indulgence by RECPDCL to the said Tenderer or any other matter or thing whatsoever.
2. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to RECPDCL in terms thereof.
3. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RECPDCL in writhing and agree that any charges in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

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

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

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



**PERFORMANCE BANK GUARANTEE**

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

(With due stamp duty if applicable)

**OUR LETTER OF GUARANTEE NO.:** \_\_\_\_\_

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

WHEREAS the Agency having unequivocally accepted to perform the services as per terms and conditions given in the BID/Work Order No \_\_\_\_\_ dated \_\_\_\_\_ and RECPDCL having agreed that the Agency shall furnish to RECPDCL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) (or the percentage as per the individual case) of the value of the BID/Work Order i.e. for \_\_\_\_\_.

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

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

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

\_\_\_\_\_  
Authorized signature  
Chief Manager/ Manager  
Seal of Bank

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

**“ANNEXURE-V”**

**NAME OF AGENCIES**

<b>S. No.</b>	<b>Name of Agencies</b>
<b>1</b>	M/s Glocaledge Consultants
<b>2</b>	M/s Scenario Consulting Pvt. Ltd
<b>3</b>	M/s Isobar India (Aegis Media)
<b>4</b>	M/s Trivone Digital Services Pvt. Ltd
<b>5</b>	M/s Om Logic consulting Media Pvt. Ltd
<b>6</b>	M/s Ignitee Digital Media Pvt. Ltd
<b>7</b>	M/s Prachar Communication
<b>8</b>	M/s Wizcraft

Annexure VI

**ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT**

*(To be signed and stamped by the bidder)*

In a bid to make our entire procurement process more fair and transparent, RECPDCL intends to use the reverse auctions as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

**The following terms and conditions are accepted by the bidder on participation in the bid event:**

1. RECPDCL shall provide the user id and password to the authorized representative of the bidder. *(Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).*
2. RECPDCL decision to award the work would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of RECPDCL, bid process, bid technology, bid documentation and bid details to any other party.
4. The bidder is advised to fully make aware themselves of auto bid process and ensure their participation in the event of reverse auction and failing to which RECPDCL will not be liable in any way.
5. In case of bidding through Internet medium, bidders are further advised to ensure availability of the infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of RECPDCL.
6. In case of intranet medium, RECPDCL shall provide the infrastructure to bidders. Further, RECPDCL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid as already available in the system shall become the basis for determining start price of the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by RECPDCL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by RECPDCL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

**Signature & Seal of the Bidder**