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आरईसी पावर डिस्ट्रीब्यूशन कम्पनी लिमिटेड
REC POWER DISTRIBUTION COMPANY LIMITED

(A wholly owned subsidiary of REC Ltd., a 'Navratna CPSE' under Ministry of Power, Govt. of India)

CIN No. RECPDCL-U40101DL2007GOI165779

Corporate Office: 1016-1023, 10th Floor, Devika Tower, Nehru Place, New Delhi-110019
Tel: 011-44128755 Fax: 011-44128768, Website: www.recpdcl.in, E-mail: co.delhi@recpdcl.in
Regd. Office: Core-4, SCOPE Complex, 7 Lodhi Road, New Delhi-110003, Phone (011) 43091508 Fax: (011) 24365815

NIT No: RECPDCL/PMS/16-17/2975

Dated: 16.12.2016

Notice Inviting Tender

(Tender invited through e-Tendering mode only)

For

Supply of Weather Services, Data and Forecasts for the State of Haryana

REC Power Distribution Company Limited (RECPDCL)

(A wholly owned subsidiary of REC Ltd., a 'Navaratna CPSE')

Under Ministry of Power, Govt. of India)

CIN no. of RECPDCL: U40101DL2007GOI165779

Corporate office

10th Floor, 1016-1023,
Devika Tower, Nehru Place,
New Delhi-110019
Telephone: (011) 44128755
Fax: 011-44128768

Website: www.recpdcl.in

Description of task, e-tender submission format and procedure is provided in the tender document available on RECPDCL website (www.recpdcl.in), REC website (www.recindia.nic.in), e-tendering website (www.tenderwizard.com/REC), Central Public Procurement Portal www.eprocure.gov.in

Important Dates for E- Tendering mode	
Date of Release of NIT	16.12.2016
Last date for queries / seeking clarification	23.12.2016 at 1030 Hours
Pre Bid Meeting	23.12.2016 at 1100 Hours
Last date of submission of Tender	04.01.2017 at 1500 Hours
Date of Opening of Technical bid	04.01.2017 at 1600 Hours
Date of Opening of Financial bid	To be intimated later

Note: Online registration has to be done at e-tendering website i.e. www.tenderwizard.com/REC in general, activation of registration may take about maximum 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 purpose of engaging of Agencies against this tender and should not be transferred, reproduced or otherwise used for purposes other than specified/issued.]

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SECTION-I
TENDER INFORMATION

Name of the assignment: Supply of Weather Services, Data and Forecasts for the state of Haryana

Important information

Sl. No.	Event	Information to the agencies	
1	Date of Release of NIT	16.12.2016	
2	Last date for queries / seeking clarification	23.12.2016 at 1030 Hours	
3	Pre Bid Meeting	23.12.2016 at 1100 Hours	
4	Last date of submission of Tender	04.01.2017 at 1500 Hours	
5	Date of Opening of Technical bid	04.01.2017 at 1600 Hours	
6	Date of Opening of Financial bid	To be intimated later	
7	Pre- Bid Meeting Address	REC Power Distribution Company Limited, 1016-1023, 10th Floor, Devika Tower, Nehru Place, New Delhi- 110019, India Telefax : 011-4128768,44128760/67	
8	Tender Document	The details can be downloaded free of cost from the websites www.recpdcl.in (or) www.recindia.com (or) www.eprocure.gov.in (or) www.tenderwizard.com/REC	
9	EMD #	Rs 25,000/-	
10	Validity of Bid	180 days from the last date of bid submission	
11	Address for Bid submission	Shri. Subhash Chandra Garg, Addl. C. E. O. REC Power Distribution Company Limited, 1016-1023, 10th Floor, Devika Tower, Nehru Place, New Delhi- 110019, India. Telefax : 011-4128768 Email- co.delhi@recpdcl.in	
12	Contact Person	Shri. Ajay Kumar, Chief Technical Officer REC Power Distribution Company Limited (RECPDCL) Phone:011-44128767 Fax:011- 44128768 Email-co.delhi@recpdcl.in	Shri. Sunil Bisht, Deputy Manager (Technical) REC Power Distribution Company Limited (RECPDCL) Phone:011-44128760 Fax:011- 44128768 Email-co.delhi@recpdcl.in

SECTION-II

PREFACE

Haryana Power Purchase Centre has recently awarded contract for implementation of a Power Management Solution Software for the Haryana Discoms to M/s REC Power Distribution Company Limited (RECPDCL).

The Scope of Services includes development of Load Forecasting Models for Hour-Ahead, Day-Ahead and Medium Term for the state of Haryana, implementation of the same using software. Electrical load for an area is highly co-related to weather parameters, like temperature, humidity, wind speed, rainfall, etc., prevailing in the area.

As per the requirement of the procedure of Scheduling and Load Dispatch in India, short-term load forecasts (hourly and day ahead) are to be prepared with a granularity of 15 minutes. That is load is to be forecasted for 96 consecutive time blocks in a day, each corresponding to average load in the 15 minute time block period.

As such historical weather data as well as weather forecasts are required for 96 time blocks in a day corresponding to average values in each consecutive 15 minute period. The brief scope of this tender is as follows:

1. Day ahead Weather Forecast for upto seven parameters affecting comfort index at fifteen (15) minute interval.
2. 24 hr ahead Weather Forecast for upto seven parameters affecting comfort index at fifteen (15) minute interval.
3. Real-Time Actual Weather data for upto seven parameters affecting comfort index at fifteen (15) minute interval.
4. Provide historical actual weather data for upto last 5 years for upto seven parameters affecting comfort index at fifteen (15) minute interval. Historical actual data is to be provided within 15 days of award of contract.
5. Provide early Bad weather warning.
6. Forecasts are to be provided for a period of 12 months, starting date will be intimated post award of contract. Prior to the commencement of this period, one month's forecast is to be provided for system integration and testing purposes.

This RFP is being floated to appoint vendor for supply of the weather services, data and forecasts for the state of Haryana.

SECTION-III

Instructions to Bidders

3.1 Submission of Bid

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

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

Agency can download Bid document from the RECPDCL web site i.e. <http://www.recpdcl.in> or portal.recpdcl.in or www.recindia.com or eprocure.gov.in and e-tendering regd. link is given in RECPDCL website i.e. www.tenderwizard.com/REC

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

Steps for Registration

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

Note- Online registration shall be done on e-tendering website i.e. www.tenderwizard.com/REC & in general, activation of registration may takes 24 hours subject to the submission of all requisite documents required in the process. It is sole responsibility of the bidder to register in advance.

B. Steps for application for Digital Signature from Bid Wizard:

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

Bid to be submitted through online mode on website www.tenderwizard.com/REC in the prescribed form.

C. The Agency qualifying the criteria mention in section VI should upload Bid document with duly signed scanned soft copy of the documents given below for the prequalifying response:

Pre- Qualifying Criterion Documents/Technical Bid)

1. Form-I -----Letter of submission of Tender
2. Form-II -----Pre-Qualifying Criteria Detail
3. Form IV -----No deviation clause
4. Annexure A ----- Bid Bank Guarantee (Earnest Money) Format
5. Annexure B ----- Performance Bank Guarantee (PBG) Format
6. Annexure C -----Letter of Transmittal
7. Annexure D -----Work experience Format
8. Annexure E ----- ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT
9. Annexure F ----- Bidders Location Format
10. Annexure-III ----- Undertaking towards not being Black-Listed
11. **Earnest Money Deposit (EMD)** amounting to Rs. 25000/- (Rupees Twenty Five Thousand only) has to be deposited in the form of Demand Draft (DD) in favour of 'REC Power Distribution Company Ltd.' payable at New Delhi (or) in the form of Bank Guarantee (Bid Bank Guarantee) from a scheduled bank as per format **Annexure-III**. Scanned copy of DD or BG has to be uploaded and **original of DD or BG has to be submitted before last date & time of submission of bid**. Exemption for payment of EMD amount will be given to Micro, Small & Medium Enterprises (MSMEs) registered with National Small Industries Corporation Ltd. (NSIC). However, relevant valid document/ Certificate from NSIC or Ministry of MSMEs, Govt. of India is required to be submitted without which bidders are not entitled for exemption.

Financial Bid

1. Form-III-----Financial Proposal (to be submitted through online mode)

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

The all document should be addressed to.

Add. 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
SCOPE OF WORK & SERVICE LEVEL AGREEMENT

1. Detailed Scope of Work

SL.NO.	REQUIREMENT
1	Day-Ahead Weather Forecast
1.1.	The parameters required are
(a)	Temperature
(b)	Relative Humidity
(c)	Wind Speed
(d)	Wind Direction
(e)	Rainfall
(f)	Cloud Coverage
(g)	Feels like temperature
1.2.	The data should come in 15 minute blocks, i.e. 96 data points for a day.
1.3.	The data should be provided no later than 06:00 hrs on current day for the next day
1.4.	Data to provide in Excel/CSV format.
1.5.	Data has to be provided for upto 8 locations in the state of Haryana, covering major load centers. Final locations will be finalized after study of Historical Actual Weather Data from the list provided for 12 locations in section 5.4. of the scope below.
1.6.	The variance report has be provided after end of the day i.e., on next day by 10:00 Hrs. The format for this report shall be shared post award of contract (Actual Vs Forecasted)
2	24 hr Ahead Rolling Forecast
2.1.	The parameters required are
(a)	Temperature
(b)	Relative Humidity
(c)	Wind Speed
(d)	Wind Direction
(e)	Rainfall
(f)	Cloud Coverage
(g)	Feels like temperature
2.2.	The data should come in 15 minute blocks, i.e. 96 data points for a day.
2.3.	Data has to be provided for upto 8 locations in the state of Haryana, covering major load centers. Final locations will be finalized after study of Historical Actual Weather Data from the list provided for 12 locations in section 5.4. of the scope below.
2.4.	The data is to be provided through http/ftp/sftp protocol to enable automated downloading of the data.
2.5.	The data should be revised/updated at least at 8 hr interval for the next 24 hrs.
3	Actual Weather Data
3.1.	The parameters required are
(a)	Temperature
(b)	Relative Humidity
(c)	Wind Speed
(d)	Wind Direction

(e)	Rainfall
(f)	Cloud Coverage
(g)	Feels like temperature
3.2.	The data should come in 15 minute blocks, i.e. 96 data points for a day.
3.3.	Data has to be provided for upto 8 locations in the state of Haryana, covering major load centers. Final locations will be finalized after study of Historical Actual Weather Data from the list provided for 12 locations in section 5.4. of the scope below.
3.4.	The data is to be provided through http/ftp/sftp protocol to enable automated downloading of the data.
3.5.	Data for current 15 minute block should be updated no later than the end of the next 15 minute block.
4	Bad Weather Early Warning
4.1.	In case of high probability of rainfall, storms, high wind or dense fog in the near future, a warning message is to be sent to utility control room.
4.2.	Message is to be sent by email and/or sms. Details of email IDs and phone numbers will be provided post award of contract.
5	Historical Actual Weather Data
5.1.	The parameters required are
(a)	Temperature
(b)	Relative Humidity
(c)	Wind Speed
(d)	Wind Direction
(e)	Rainfall
(f)	Cloud Coverage
(g)	Feels like temperature
5.2.	The data should come in 15 minute blocks, i.e. 96 data points for a day.
5.3.	The data has to be provided for 12 locations for last 5 years.
5.4.	The locations for which Historical Actual Weather Data is required are
(a)	Panipat
(b)	Karnal
(c)	Sonipat
(d)	Jind
(e)	Rohtak
(f)	Hissar
(g)	Bhiwani
(h)	Faridabad
(i)	Gurgaon
(j)	Narnaul
(k)	Kurukshetra
(l)	Ambala
5.5.	The bidder will also provide a report on the typical weather zones prevailing in Haryana to be used for identifying final locations for which Forecasts and Real-time Actual Data will be provided.
5.6.	Data should be provided within 15 days of award of contract

2. Timelines

1. Bidder is required to supply historical actual weather data for 12 locations within 15 days of award of contract.
2. Bidder should be ready for providing forecasts and real-time data for a pilot phase of upto 1month within 4 weeks of the award of contract.
3. Date of start of period for providing forecasts and real-time data will be communicated post after award of contract.

3.Payment Criteria

1. First 10 (Ten) % of the payment will be released against delivery of historical actual weather data by bidder and quality check by RECPDCL Nodal Officer.
2. Balance 90 (Ninety) % will be paid in 12 equal parts on a monthly basis post-delivery of Day-Ahead Forecast, 24-hour ahead forecasts, real-time actual data for the month post verification of accuracy of the forecasts by RECPDCL Nodal Officer. Separate monthly invoices are to be raised by the bidder.

4. Service Level Agreement (SLA)

The desired accuracy levels of the weather forecasts to be provided are.

SL. NO.	PARAMETER	Desired Accuracy level
1	Temperature Variation	
1.1	For Day ahead forecasts	Within +/- 1 degree Celsius of 90% of the forecasted slots and +/- 2 degree Celsius for the remainder 10% of the forecasted value.
1.2.	For 24 hr Rolling Forecasts	Within +/- 0.75 degree Celsius of 90% of the forecasted slots and +/- 1.5 degree Celsius for the remainder 10% of the forecasted value. Forecast made at least 6 hrs prior to time block will be considered.
2	Humidity Variation	
2.1	For Day ahead forecasts	Within +/-10 RH for 90% of the forecasted value and within +/- 20 RH for the remaining 10% of the forecasted value
2.2.	For 24 hr Rolling Forecasts	Within +/-10 RH for 90% of the forecasted value and within +/- 15 RH for the remaining 10% of the forecasted value. Forecast made at least 6 hrs prior to time block will be considered.

PAYMENTS AND DEDUCTIONS

If the data provider fails to achieve the accuracy mentioned in point 1 and 2, payment shall be done on pro-rata basis., calculation shall be done as below:

Total Bill Amount x

[0.15 x 0.5 x ([0.90 x { % of occurrence b/w +/- 1C / 90 in Day-Ahead Forecast } or 1 whichever is lower} + 0.10 x { { % of occurrence b/w +/- 2C / 10} in Day-Ahead Forecast or 1 whichever is lower} } + [0.90 x { % of occurrence b/w +/- 0.75C / 90} in 24-Hour Rolling Forecast or 1 whichever is lower} + 0.10 x { { % of occurrence b/w +/- 2C / 10} in 24-Hour Rolling Forecast or 1 whichever is lower} }]) + 0.05 x 0.5 x ([0.90 x { % of occurrence b/w +/- 10 RH / 90 in Day-Ahead Forecast } or 1 whichever is lower} + 0.10 x { { % of occurrence b/w +/- 20 RH / 10} in Day-Ahead Forecast or 1 whichever is lower} } + [0.90 x { % of occurrence b/w +/- 10 RH / 90} in 24-Hour Rolling Forecast or 1 whichever is lower} + 0.10 x { { % of occurrence b/w +/- 15 RH / 10} in 24-Hour Rolling Forecast or 1 whichever is lower} }]) + 0.80]

SECTION-V

GENERAL CONDITIONS OF TENDER

1. The bidder must fulfil the above eligibility criteria/pre-qualifying conditions for evaluation of their bids. Bids of bidders fulfilling the above eligibility/pre-qualifying conditions will only be evaluated by the duly constituted evaluation committee. Bids of the bidders not fulfilling the eligibility/pre-qualifying 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 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 at **Annexure-E** of the tender document. The bidders shall mandatorily submit a duly signed copy of the Acceptance Form along with the tender document as a token of acceptance. In case of denial for participation, bidder shall not be entitled for any kind of claim.
3. RECPDCL reserve its right to call for price negotiation with bidder if deemed fit and also its right to accept any bid with relaxations as it may deem fit and/or to reject any or all the bids or to award other than lowest without assigning any reasons whatsoever and no correspondence whatsoever in this regard shall be entertained by the Company. Further, RECPDCL will also not be responsible for any loss whatsoever sustained by the bidder in this regard.
4. 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/agencies in any area as may be deemed fit by RECPDCL depending upon the profile provided by the agencies and requirement of assignment.
5. 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.
6. 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 on any application to participate in the proposed project.
7. RECPDCL reserve the right to waive off any shortfalls; accept the whole, accept part of or reject any or all responses to the Tender.
8. RECPDCL reserve the right to call for fresh tenders 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.
9. RECPDCL reserve the right to modify, expand, restrict, scrap, re-float the tender without assigning any reason for the same.
10. 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.
11. Consortium/ Joint Venture Firm are not allowed to participate in this tender.
12. RECPDCL reserves the right to withdraw the work & get it completed at the risk & cost of the agency, if performance of the agency is unsatisfactory, to whom work has been awarded. Further, the said agency may be black-listed 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

- 13.EMDs received late due to any reason including postal delay will not be considered.
- 14.Bidder's quoted rates should be firm and fixed. No price variation and escalation will be allowed.
- 15.Bids must be submitted in English language only.
- 16.Incomplete, telegraphic or conditional tenders are not accepted.
- 17.Canvassing in any manner is strictly prohibited. The same will lead to rejection of the submitted bid.
- 18.The Bids with validity of less than 180 days from the last date of bid submission shall not be considered. The validity of the bid will be extended by bidder as per the requirement of RECPDCL.
- 19.Any or all bids may be rejected or accepted partially or fully without assigning any reason thereof at sole discretion of RECPDCL.
- 20.Bidders are requested to watch out RECPDCL website for change of events/additional information from time to time.
- 21.RECPDCL reserves the right to counter check any of the supporting documents directly from the respective client for their authenticity.

1. Performance Bank Guarantee:

- a) The agency need to deposit within fifteen (15) working days from the date of issuance of work order, a Performance Security in the form of Bank Guarantee or Demand Draft (DD), for an amount of 10% (Ten per cent) of the contract value for the due performance and fulfillment of the contract by your firm which should be valid for 19 months in the format placed at Annexure – A.
- b) The Performance Bank Guarantee may be drawn from a scheduled commercial bank in favour of The “REC Power Distribution Company Ltd”, New Delhi.
- c) The Performance Bank Guarantee may be discharged/ returned by the RECPDCL after the completion of the contract upon being satisfied for the performance of the obligations of your firm under the contract.
- d)Failing to comply with the above requirement, or failure to enter into contract within 30 days or within such other extended period, as may be decided by the CEO, RECPDCL shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.
- e)In the event the firm being unable to provide the services, during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by RECPDCL.
- f) No Bank Charges/ interest shall be payable for the Performance Bank Guarantee.

2. Rates and Prices

- a. Bidders should quote item-wise rates/ prices including all taxes and duties as mentioned in Form-III by explicitly mentioning the breakup of basic prices and applicable taxes.
- b. Rate quoted by the bidder, once finalized and accepted by RECPDCL bidder shall remain firm & fixed and shall be binding on the Successful Bidder till completion of project. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.
- c. Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD of said bidder.

- d. If it is found that the tax quoted is higher than the applicable tax, in that case applicable taxes will only be paid by RECPDCL and if the tax quoted is lower than the applicable tax, in that case only the quoted taxes will be paid by the RECPDCL.
 - e. In case of implementation of GST/New taxation policy etc., such taxes will be payable as per prevailing laws of Govt. of India & state govt.
- 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 your "Risk & Cost".
- 4.** All other terms and conditions of the GENERAL CONDITIONS OF CONTRACT shall be applicable.
- 5.** Bidders are advised to refrain from taking any deviations on this TENDER. Still in case of any deviations, all such deviations from this tender document shall be set out by the Bidders, Clause by Clause in the format as mentioned in Form IV and submit the same as a part of the Technical Bid. Please note that in case of deviations to the tender terms, bids may be liable for rejection
- 6. Liquidated damages (LD)**
- 1. In the event of failure to submit the deliverables within the stipulated completion period, the liquidated damages are payable by the agency at 0.5% (one percent) per week of delay or part thereof on lump sum price quoted on pro rata basis. However, the total liability of the agency under this clause shall be restricted to 5% of the contract value as awarded.
 - 2. In case of delay in compliance with the order beyond one week of the stipulated time period, RECPDCL will have the right to cancel the order & forfeit the EMD/ revoke the performance and/or any other bank guarantee etc.
 - 3. 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.
- 7. Governing Law and Disputes**
- a. If any dispute (s) or differences (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to have amicable resolution and settlement through a committee appointed by Chairman, RECPDCL. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by Chairman, RECPDCL. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time. The venue of the arbitration shall be New Delhi, India.
 - b. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties. The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent lite interest during arbitration proceedings. Notwithstanding any references to Arbitration, the parties shall continue to perform their respective work/obligation under the contract.

8. Sub-Contracting

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

9. Termination of Contract:

1. The contract shall remain in force as per the award of work or till satisfactory completion of awarded work, whichever is earlier.
2. However, in case, in the opinion of RECPDCL if the agency is not likely to make up for the delay, indicating poor work, the agency is acting in anyway prejudicial to the completion of project, on adoption

of unethical practices etc. the contract may be terminated partly or fully by giving 30 days' notice and the balance works shall be got executed at the risk & cost of the agency.

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.

10. Force Majeure

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

Earnest Money Deposit (EMD):

1. The Bidder shall furnish Earnest Money Deposit in original @ Rs. 25,000 (Rupees Twenty Five Thousand only) in the form of Demand Draft/ Bank Guarantee (BG) from a scheduled bank (as per Annexure-III) drawn in favour of REC Power Distribution Company Ltd.' payable at New Delhi.
2. In case of inadequacy or non-submission of EMD amount, the tender shall be deemed to be disqualified and summarily rejected in the technical evaluation.
3. The initial validity of EMD shall be for a period of 180 days from the last date of bid submission. The validity of EMD shall have to be suitably extended, if necessary, on request by RECPDCL, without which the tender /work order shall be rejected.
4. Request for adjustment of Earnest Money Deposit against any previous dues with RECPDCL will not be considered.
5. EMD will be refunded to the unsuccessful bidders within 30 days after finalization of the tender without any interest.
6. EMD of successful bidder will be returned after acceptance of work order and submission of required Performance Bank Guarantee (PBG) within 30 days from the date of LOA.
7. Exemption for payment of EMD amount will be given to Micro, Small & Medium Enterprises (MSMEs) registered with National Small Industries Corporation Ltd. (NSIC). However, relevant valid document / Certificate from NSIC or Ministry of MSMEs need to be submitted without which bidders are not entitled for any kind of exemption.

8. The EMD shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to RECPDCL under following circumstances:
 - a. Hundred percent (100%) of EMD amount, if a Bidder withdraws/revokes or cancels or unilaterally varies his bid in any manner during the period of Bid Validity specified in the tender document.
 - b. Hundred percent (100%) of EMD amount, if the Successful Bidder fails to unconditionally accept the Sanction Letter/LOA within 07 days from the date of issue of LOA.
 - c. Hundred percent (100%) of EMD amount, if the Successful Bidder fails to furnish the Performance Bank Guarantee as specified in the tender document.

SECTION-VI
ELIGIBILITY CRITERIA

S. No.	Minimum Qualification Criteria	Documents Required
1	Bidder should either be a company incorporated under Companies Act, 1956 or Proprietor Firm	In case of company, Certificate of Incorporation issued under Indian Companies Act 1956 from Registrar of Companies to be submitted. In case of Proprietor Firm, relevant document of registration is to be submitted. In addition to above PAN details and applicable VAT/ Service Tax number also be submitted.
2	Bidder's average annual turnover for last four financial years (FY 2015-16, 2014-15, 2013-14 and 2012-2013) should be at least Rs. 14.00 Lakhs.	Audited balance sheet of last three FY 2015-16, 2014-15, 2013-14 is to be submitted with summary as cover page on company's letterhead.
3	Bidder should have successfully executed similar work(s) in India for any Central/ State Government/ Semi Government/ Public Sector Undertaking/ Large Corporate/ MNC (Such Large Corporate/ MNC should have turnover more than Rs. 100 crores) during last four years, having minimum contract value as below: Single work of minimum Rs. 16.0 Lakhs OR Two works of minimum Rs. 10.00 Lakhs	Bidder should submit copy of Work Order (mandatory) and any one document from list below: (i) Payment receipts (ii) Proof of release of performance security after completion of the contract (iii) Proof of settlement/release of final payment against the contract (iv) Certificate for successful completion of work/Performance report by the client.
4	Bidder should not be blacklisted by any Central/ State Government/ Semi Government/ Public Sector Undertaking.	Bidder should submit an undertaking in this regard as per format of Annexure-III.
5	Bidder should have access to network of at least 15 AWS(automatic weather station) in the Haryana state for providing live weather data.	Bidder should submit an undertaking in this regard.

Note: In case bidder is submitting work order released by Large Corporate/ MNC, bidder shall also submit audited balance sheet/Annual Report/CA Certificate of such Large Corporate/MNC indicating required turnover. RECPDCL reserves right to cross verify said turnover through website of Ministry of Corporate Affairs or any other reliable sources available in public domain.

SECTION-VII
TENDER EVALUATION METHODOLOGY

OPENING OF BID:

The Bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at (Form – I) hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid; the time notified remaining the same.

EVALUATION OF BID

PRE-QUALIFYING CRITERIA

Evaluation and comparison of bids will be done as per provisions of Eligibility Criteria supporting documents. as proof of qualifying criteria. RECPDCL reserves the right to independently verify the documents provided as proof of eligibility criteria.

The RECPDCL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order qualifying to which bids shall be summarily rejected.

PRICE EVALUATION CRITERIA

- a) Financial Bids of technically qualified bidders will be opened on the date and time indicated in this document in the presence of bidders or their authorized representatives who desire to be present.
- b) Price Bids (Financial Bids) of Bidders whose EMDs received in original (DD or BG) within due date/time will only be opened. Rest of the Financial bids without submission of requisite EMDs in original (DD or BG) within due date/time will not be opened.
- c) If due date of opening of Financial Bids happens to be a closed holiday, the bids would be received and opened on the next working day.
- d) REC PDCL reserves the right to postpone and/or extend the date of receipt/opening of Financial Bids or to withdraw the tender notice, without assigning any reason thereof. In any such cases, the bidders shall not be entitled to any form of compensation from the Company.
- e) Bidder will be evaluated as per the quoted rate including all taxes & duties and all other clauses.
- f) The Financial Bid is required to be filled by the agencies as per format mentioned in Form-III. Financial Bids will be evaluated based on total monthly fixed charges quoted including comprehensive maintenance services inclusive of all taxes & duties.

AWARD CRITERIA

The purchaser will award the contract to the successful bidder whose bid has been determined to be in full conformity to the bid documents and has been determined as the lowest evaluated bid.

SECTION-VIII - TENDER FORMS

Letter for Submission of Tender

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

Sub.: Supply of Weather Services, Data and Forecasts for the state of Haryana

Sir,

1. With reference to your Tender No. ----- dated ----- for **Supply of Weather Services, Data and Forecasts for the state of Haryana**, I wish to apply for engagement with RECPDCL as “**Supply of Weather Services, Data and Forecasts for the state of Haryana**”

Further, I hereby certify that

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.

2.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.

3. Our bid shall remain valid for period of 180 days from the last date of bid submission.

Date:
Place:

Signature

Full Name

Designation

Address.....

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

Financial Bid

(To be submitted through online mode online)

PROFORMA OF SCHEDULE OF RATES

Supply of Weather Services, Data and Forecasts for the state of Haryana

S. No.	Description	Rate in INR	VAT/ Sales Tax/ CST (%)	VAT/ Sales Tax/ CST Cost (INR)	Excise Duty (%)	Excise Duty Cost (INR)	Service Tax + Cess (%)	Service Tax + Cess Cost (INR)	Total Rate in INR (Inclusive of all taxes)
A	B	C	D	E= CxD	F	G = CxF	H	I = CxH	J = C+E +G + I
1	Historical Actual Weather Data								
2	Day-Ahead Forecasts								
3	24-hr ahead Forecast								
4	Real-Time Actual Weather Data								
5	Bad weather early warning								
Grand Total (INR) inclusive of all taxes (L)									

Note:

- Bidders have to quote as per financial bid format given below showing all taxes & duties. At the time of release of payment to the bidder, TDS/WCT/Labour cess will be deducted as the case may be.
- Rate quoted by the bidder, once finalized and accepted by RECPDCL bidder shall remain firm & fixed and shall be binding on the Successful Bidder till completion of project. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.
- If it is found that the tax quoted is higher than the applicable tax, in that case applicable taxes will only be paid by RECPDCL and if the tax quoted is lower than the applicable tax, in that case only the quoted taxes will be paid by the RECPDCL.
- The offer must be kept valid for a period of 180 days from the last date of bid submission. No escalation clause would be accepted. The validity can be further extended with mutual consent.
- In case of implementation of GST/New taxation policy etc., such taxes will be payable as per prevailing laws of Govt. of India & state govt.
- The Financial Bid is required to be filled by the agencies as per format mentioned in Form-III. L1 will be decided on Grand Total amount which includes all Taxes

FORMAT FOR NO-DEVIATION CERTIFICATE

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

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

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

Seal of the Company:

Signature

Name

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

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 where of 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.
1016-23, 10th Floor, Devika Tower,
Nehru Place,
New Delhi

(With due Rs.100/- stamp duty, if applicable)

OUR LETTER OF GUARANTEE No. :.....

Date:.....

Amount:.....

Valid Date:.....

BankName& Address:.....

In consideration of REC Power Distribution Company Ltd. having its office at 1016-1023, 10th floor, Devika Towers, Nehru Place, New Delhi (hereinafter referred to as "RECPDCL" which expression shall unless repugnant to the content or meaning there of include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Work Order No. _____ dated _____ with/on as _____ (hereinafter referred to as "The service" 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 supply the services as per terms and conditions given in the Agreement accepted to providing service as per terms and conditions given in the Agreement dated _____ /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 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 favour for account of _____ (The Agency) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/work Order.

Hereby, we undertake to pay upto 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 Agreement and despite any contestation on the part of above named Agency.

This Letter of Guarantee will expire on _____ including 30 days 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/Manger
Seal of Bank

LETTER OF TRANSMITTAL

To: [Name and address of Client]

.....

.....

.....

Dear Sir/s,

I/We, the undersigned, have examined the details given in your Request for Proposal dated [**Insert Date**] for **Supply of Weather Services, Data and Forecasts for the state of Haryana** of REC/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 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:

Work Experience (As per Eligibility Criteria)

1. Experience of designing, building and deploying a technically sound and feasible solution for customized weather forecasting and live weather data for at least two different energy distribution companies in India

Details of Successful Completion of Projects by Bidder

No.	Name of DISCOM	Brief details of services provided	Period for which services were provided

RECPDCL reserves the right to counter check any of the supporting documents directly from the respective client for their authenticity.

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. Techno-Commercially acceptable bidder's up to the level of L6 or lower as the case may be shall be allowed to participate in the Reverse Auctioning at sole discretion of RECPDCL.

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 excepts service tax, 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

Full Name of owner.....
Designation.....
Address.....
Mobile No.....
Email id.....

Bidder Locations in India

1. Bidder needs to provide details of their locations in India in the following format.

Firm Detail – List of Locations in India

No.	Location Address	State	City	Contact Person	Contact Details
1					
2					
3					

UNDERTAKING TOWARDS NOT BEING BLACK-LISTED

I, _____ Authorized Signatory of M/s _____ hereby give undertaking that we, as a company are not black-listed by any Central/ State Government/ Semi-Government Organization/ Public Sector Undertaking/ Private Institution in India.

Further, if information furnished above stands false at any stage, we shall be completely liable for actions taken by RECPDCL as per terms & conditions of the tender including disqualification and exclusion from future contracts/assignments.

(Signature of Authorized Signatory)

Name*:

Designation*:

Seal: