



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) 43091506 Fax: (011) 24365815

Notice Inviting Tender

(Tender invited through e-Tendering mode only)

for

Supply, Installation, Testing, Commissioning and Three Years On-Site Comprehensive Warranty with Maintenance of Online Uninterrupted Power Supply (UPS) and Batteries at RECPDCL New Premises- Kribhco Bhawan, Noida.

Tender No. RECPDCL/IT/UPS/2016-17/3051

Description of task, Pre-qualifying criteria, e-tender submission format and procedure is available on REC Power Distribution Company Limited (RECPDCL) website (www.recpdcl.in), Rural Electrification Corporation (REC) website (www.recindia.nic.in), Central Publication Portal (www.eprocure.gov.in)

Important Dates for e- Tendering mode	
Date of Release of NIT	22.12.2016
Last date for queries / seeking clarification	29.12.2016 at 1130 Hours
Pre Bid Meeting	29.12.2016 at 1200 Hours
Last date of submission of Tender	06.01.2017 at 1100 Hours
Date of Opening of Technical bid	06.01.2017 at 1200 Hours
Date of Opening of Financial bid	To be intimated later

Note:

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

-Sd-

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

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

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SECTION-I

TENDER INFORMATION

Name of the assignment:

Supply, Installation, Testing, Commissioning and Three Years On-Site Comprehensive Warranty with Maintenance of Online Uninterrupted Power Supply (UPS) and Batteries at RECPDCL New Premises- Kribhco Bhawan, Noida.

Important information

S. No.	Event	Information to the agencies
1	Date of Release of NIT	22.12.2016
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5	Date of Opening of Technical bid	06.01.2017 at 1200 Hours
6	Date of Opening of Financial bid	To be intimated later
7	Pre- Bid Meeting Address	REC Power Distribution Company Limited, 1016-1023, 10 th Floor, Devika Tower, Nehru Place, New Delhi- 110019, India Fax : 011-4128768
8	Tender Document	The details can be downloaded free of cost from the websites www.recpdcl.in (or) www.recindia.nic.in (or) www.eprocure.gov.in (or) www.tenderwizard.com/REC
9	EMD #	Rs. 5,000/- (Rupees Five Thousand Only)
10	Address for Bid submission	Shri Subhash Chandra Garg, Addl. Chief Executive Officer, REC Power Distribution Company Limited, 1016-1023, 10 th Floor, Devika Tower, Nehru Place New Delhi- 110019, India. Fax : 011-4128768 Email- co.delhi@recpdcl.in / scgarg@recpdcl.in
11	Contact Person	Shri. Ajay Kumar , Chief Technical Officer REC Power Distribution Company Limited (RECPDCL) Phone:011-44128767; Fax:011-44128767 Email-co.delhi@recpdcl.in / ajay.kumar@recpdcl.in

The EMD (Earnest Money Deposit) is to be submitted by all the participating Bidders in the form of demand draft/Bank Guarantee of an amount of Rs.5,000/- (Rupees Five Thousand only) of any schedule Indian bank in favor of REC Power Distribution Company Limited, Payable at New Delhi .The EMD of unsuccessful Bidder will be returned within 180 days from the period of expiry of NIT and EMD of successful Bidder will also be returned after acceptance of work order and submission of PBG (Performance Bank Guaranty) i.e. 10% of the Contract Value (within 30 days from receipt of PBG).

- The bid shall remain valid for a period of 180 days from the date of bid submission.
- The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted against submission of EMD however, related valid document /certificate from NSIC/MSME registered with Central/State Government of India should be submitted
- An incomplete and/or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.



SECTION-II

PREFACE

REC Power Distribution Company Limited (RECPDCL), registered office at Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi- 110003 an ISO 9001:2008,14001:2004 certified & OSHAS 18001:2007, a wholly owned subsidiary of Rural Electrification Corporation Ltd (REC), a “Navratna CPSE” under the Ministry of Power, Govt. of India is engaged in providing value added consultancy services in power sector arena covering Power Generation, Transmission & Distribution (T&D), Renewable Energy Sector and Energy Efficiency programs including Govt. of India’s power schemes for power utilities across the country and various regulatory assignments with SERCs. It includes the project works under Rural Electrification (RGGVY), PMC works of RGGVY/DDUGJY, DPR preparation for R-APDRP/ RGGVY/NEF/DDUGJY/IPDS and other power projects scheme, Third Party Inspection, Feeder Renovation Program, Feeder separation, HVDS program, Lender’s Engineers assignment, IT related assignments in Distribution sector including Energy Audit, Evaluation study for HVDS/Distribution network, AT&C Loss assessment, system study, MRI based billing and Cost Book Data Preparation as per the need of the power utilities, Regulatory Commission across the country.

The Major Responsibilities of the bidder shall include:

RECPDCL is intending to engage a bidder for Supply, Installation, Testing, Commissioning and Three Years On-Site Comprehensive Warranty with Maintenance of Online Uninterrupted Power Supply (UPS) and Batteries at New Premises of RECPDCL, Kribhco Bhawan, Noida as per Table-1 below:-

TABLE-I

S.No.	Item	Quantity
1.	Supply, Installation, Testing, Commissioning and Three Years On-Site Comprehensive Warranty with Maintenance of Online Uninterrupted Power Supply (UPS)- 7.5kVA with 60 Minutes backup and Batteries	1
2.	AMC for UPS and Batteries for a period of 2 years	Per Unit

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

Note:

- I. Customization to meet RECPDCL requirements may be done to existing product(s), In case such product(s) meet the **scope of work (Section-IV)** and the technical requirements/specifications.
- II. The bidder should bid for all of the items as listed above, also it is mandatory that all necessary items specified for an item (if any) must be quoted.
- III. In case all the items inclusive of warranty and maintenance are not quoted then the bid shall be summarily rejected.
- IV. The Approximate Quantities as indicated above are estimates for the initial immediate order only however RECPDCL reserves the right to order varied quantities of individual line items.
- V. **Supervision of commissioning and Three year comprehensive warranty maintenance of supplied equipment by certified/ qualified and trained engineers/personnel only.**

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



SECTION-III

Instructions to Bidders

Submission of Bid

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

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

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

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

Steps for Registration

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

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

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

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

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

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

Pre- Qualifying Criterion Documents/Technical Bid

- 1 Form-I -----Letter of submission of Tender
- 2 Form-II -----Pre-Qualifying Criteria Details
- 3 Form-IV-----Manufacturer Authorization Form
- 4 Form-V----- Format for no-deviation certificate
- 5 Form-VI----- Acceptance form for participation in reverse auction event
- 6 Form-VII----- Letter of Transmittal
- 7 Annexure-A ----- Earnest Money Deposit (EMD) Bank Guarantee format
- 8 Annexure-B ----- Performance Bank Guarantee format



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- EMD of Rs.5,000/- in form of DD or Bank Guarantee may be drawn from a scheduled commercial bank in favour of The “REC Power Distribution Company Ltd”, New Delhi and scanned copy to be uploaded and original to be submitted before the last date & time of Submission of Tender.
- The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted against submission of EMD however, related valid document /certificate from NSIC/MSME registered with Central/State Government of India should be submitted

Financial Bid

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

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

The all document should be addressed to.

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

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

SECTION-IV

SCOPE OF WORK & SERVICE LEVEL AGREEMENT

1. Detailed Scope of Work

1. Supply, Installation, Testing, Commissioning and Three Years On-Site Comprehensive Warranty with Maintenance of Online Uninterrupted Power Supply (UPS) and Batteries at New Premises of RECPDCL, Kribhco Bhawan, Noida.
2. All supplied items must conform to the detailed technical specifications mentioned in this tender document.
3. The Bidder shall also be responsible for manufacture, inspection at manufacturer's works, supply, transportation, insurance, delivery at site, unloading, storage, complete supervision, successful installation, commissioning and user acceptance of all hardware and software related to UPS with Battery system at site.
4. If required, the bidder is responsible for all output power cabling from UPS and installation of static switches (as applicable) and associated cabling to various Racks and Equipment at site.
5. The bidder is responsible for connecting UPS to existing power panel/points.
6. Industrial sockets (male/female) required for taking UPS input / output to various racks/equipment from the floor mount industrial sockets are in the scope of bidder.
7. Any item though not specifically mentioned, but is required to complete the project works in all respects for its safe, reliable, efficient and trouble free operation shall also be taken to be included and the same shall be supplied and installed by the Bidder without any extra cost.
8. The bidder's proposal shall include the list of special tools, testing equipment and accessories required for day to day operation and maintenance of the supplied equipment. All such tools shall be supplied by the bidder. The bidder should clearly bring out the list of such tools along with itemized price in the bid. However the prices of these special tools shall be included in the lump sum bid price and would be considered for the bid evaluation.
9. The supply of all required UPS cables, power cords, racks, rack mountable kits etc. to be provided as per Indian standards.
10. Supply, installation and commissioning of all associated software, tools etc. as applicable in all equipment is in the scope of bidder. Bidder shall supply two copies of media of all software and tools installed and commissioned.
11. All supplied items must conform to the detailed technical specifications mentioned in this tender document.
12. Packaging and transportation from the manufacturer's work to the site including port and customs clearance will be borne by the bidder.
13. Receipt, storage, preservation and conservation of equipment at site is in the scope of bidder.
14. Insurance of all equipment from manufacturer's site till installation, commissioning, handing over and user acceptance will be borne by the bidder.
15. Bidder shall maintain the mandatory and recommended spares during warranty and AMC period and provide the list of the same.



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16. Bidder shall install the equipment, obtain user acceptance and submit a copy of user acceptance to designated authority.
17. Whenever a material or article is specified or described by the name of a particular brand, manufacturer or trade mark, the specific item shall be understood as establishing type, function and quality desired. Products of other manufacturers may also be considered, provided sufficient information with necessary certificates and documents are furnished so as to enable the RECPDCL to determine that the products are equivalent to those named. The Decision of RECPDCL shall be final and binding on the bidder in this regard. In case bidder proposes the products of other manufacturer, necessary certificates and documents shall be submitted along with the bid.
18. The bidder shall provide 3 years onsite warranty and 2 years Annual Maintenance Contract (AMC) of all supplied, installed and commissioned equipment as per Service Level Agreement (SLA).
19. The Bidder shall be responsible for providing all material, equipment and services specified or otherwise, which are required to fulfil the intent of ensuring operability, maintainability and the reliability of the complete work covered under this specification.
20. It is not the intent to specify all aspects of design and installation of associated systems mentioned herein. The systems, sub-systems and equipment/devices shall conform in all respect to high standards of engineering, design and workmanship, and shall be capable of performing continuous commercial operation
21. The bidder shall also provide all the construction equipment, tools, tackles and testing kits/equipment required for pre-assembly, erection/installation, testing and commissioning of the equipment and system covered under the Contract. He shall submit a list of all such materials to the Engineer before the commencement of work at Site. These tools and tackles shall not be removed from the Site without the written permission of the Engineer-in-charge.
22. The bidder shall make his own necessary arrangements like, Office, Store, Transportation and Boarding & lodging arrangement for their personnel.
23. The bidder should provide setup and operational training to RECPDCL.
24. The bidder should provide technical manuals, documentation, product information, Troubleshooting guides etc. to RECPDCL.
25. The Bidder shall include in his scope of supply all mandatory and commissioning spares related to Hardware requirements. The bidder has to quote for the mandatory spares requirement for 5 years operation after warranty period. List of such spares along with the quantities shall be indicated in the bid and shall be considered for bid evaluation purpose.
26. Each spare part shall be clearly marked and labelled on the outside of the packing together with the description when more than one spare part is packed in single case. A general description of the contents shall be shown on outside of the case and detailed list enclosed. All cases, containers and other packages must be suitably marked and numbered for the purpose of identification.
27. The Bidder's scope of work as per the conditions of contract and technical specifications includes assembly, quality check, packing, supply, transportation, transit insurance, local delivery, receipt, unloading, handling, storage at RECPDCL, conduiting, cabling, installation, testing and commissioning of UPS and battery system at RECPDCL with its associated peripherals and also include documentation, warranty, and training of Owner's personnel for the said System.

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28. Vendor/agency should replace or install existing internal/external cables/conductors or any other items at the site of installation if required at time of installation and commissioning of all above equipments at its own risks and cost to complete the project as desired by RECPDCL.

29. The Bidder's responsibility shall specifically include the following :-

- i. Any software updates, upgrades released till the completion of warranty and AMC period shall be supplied free of cost and installed and commissioned free of cost as per instructions from owner.
- ii. The Bidder shall post his Service Engineers at RECPDCL Site till the completion of Acceptance test.

2. Detailed Technical Specification

1. The supplier shall submit the data sheets for each of the equipment model detailing the specifications of the equipment.
2. The equipment models shall be supported by the OEM for a minimum period of next five years.
3. **Detailed Technical Specifications for ON-LINE UPS (7.5 KVA) with 60 Minutes Battery Backup:**

S. No.	PARAMETERS	SPECIFICATIONS	Supplier (Compliant / Non-Compliant)	Response	Remarks
(Bidder should Specify) Make & Model of UPS: (Bidder should Specify) Make & Model of Batteries:					
1	Capacity	7.5kVA			
	Battery Backup	60 Minutes at full load for all the capacities			
2	General				
	Inverter Technology	Pulse Width Modulation (PWM) using IGBTs, double conversion			
	Total Harmonic Distortion (THD) Voltage	< 3% for 100% linear load < 5% for 100% non-linear load			
	Noise level	Less than 55 db			
	Operating Temperature	0° 40°C			
	Crest Factor	Not less than 3:1 on full non-linear load			
	Humidity	Up to 95% non-condensing			

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	Output Wave Form	Pure Sine wave		
	Cold Start facility	Required		
	Cooling	Air cooled		
3	Input			
		AC Single Phase		
	Voltage Range	160 V AC to 270 V AC		
	Frequency Range	50 \pm 6% Hz		
	Input Power Factor	0.9 or better at full output load.		
	Distortion	Less than 5%		
	Compatibility	D/G set / Solar Power		
4	Output			
	Voltage	230V AC \pm 1 %, single phase		
	Regulation	Less than \pm 1% in the following conditions 1. No load to full load/Full load to no load 2. 0.6 lag to Unity PF 3. During Entire Backup time. 4. Complete Input Voltage Range		
	Frequency	(a) 50 Hz \pm 0.5 %		
5	Efficiency			
	Overall Efficiency	80 % or better on rated full load of 0.8 PF & 230V, 50Hz AC output		
	Inverter Efficiency	90% or better on rated full load of 0.8 PF & 230V, 50Hz AC output		
6	Overload Capacity	110% for 2 min. & 125% overload for 30sec.		
7	Load Power Factor	0.8 lagging		
8	Transient Response Time	For 100% Load change, output must remain within \pm 1% and recovery within 20 ms.		
9	Protection	Required for : Short Circuits Over Loading Over Temperature Input low/ high voltage control DC low/high voltage trip		
10	Battery Bank Details			
	Battery Type	Sealed Maintenance Free (VRLA)		

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	Battery Make	CSB / Panasonic / Global Yuasa / Exide / Orchid / Okaya / Amar Raja / Rellicell make complying to JIS C 8702 test.		
	Battery recharge time (after complete discharge to 100% charge) & charge rating	Battery recharge time should not exceed 8 hours and charger should be capable to charge battery on C10 rating.		
	Battery Cut off voltage during backup	Not less than 10.5V		
11	Battery Capacity			
	Capacity of UPS	Battery Bank for Back-up Time: 60 minutes		
	7.5 KVA	> 12289		
	UPS & Battery Housing	Powder coated UPS & battery Racks /trolley with good quality material and should be free from sharp edge, scratches, nicks, & burs etc.		
12	L.C.D. meter	To measure and monitor input voltage, output voltage, output current, DC current, DC voltage, input / output frequency		
13	Indications	Mains on Load on Battery Inverter Battery level Load level Inverter over load		
14	Audible Alarm	Over Temperature Main failure Battery low Inverter Overload		
15	Switches	Main ON/OFF MCB Battery ON/OFF MCB/Fuse Inverter push button with reset.		
16	Output Connection	O/P Terminals of standard quality should be provided in all categories of UPS		
17	Isolation Transformer	Galvanic isolation through transformer		
18	Static & Manual Bypass	Required		

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3.1. Quantity of ON-LINE UPS (Indicative):

S.No	Description	Quantity Required
1	ON-LINE UPS (7.5 KVA) with Batteries (60 Minutes Battery Backup) Includes- Supply, Installation, Testing, Commissioning and Three Years On-Site Comprehensive Warranty with Maintenance	1
2	AMC for UPS and Batteries for a period of 2 years	Per Unit

4. Timelines

- ✦ Bidder is required to Supply, Installation, Testing and Commissioning the complete setup UPS with batteries at RECPDCL, KRIBHCO Bhawan, A-10, Sector-1, Noida within 6 weeks from the date of the Purchase Order.
- ✦ The On-site comprehensive warranty and maintenance of 3 years start after acceptance of the equipment.
- ✦ The two year AMC period starts after the completion of three (3) year on-site comprehensive warranty and maintenance of the equipment.

Liquidated Damages

- ✦ If vendor fails to deliver, install and commission the Systems and Equipment under Order within the time stipulated herein, liquidated damages at the rate of one percent (1%) of the total project cost (except the training, support service, subscription renewal & AMC cost) per week or part thereof of delay subject to a maximum of ten per cent (10%) of the total project cost (except the training, support service, subscription renewal & AMC cost) shall be payable by vendor. Such liquidated damages shall be deducted from vendors's invoice
- ✦ Penalty/ LD if any, shall be deducted from the payments due under the Contract or by invoking the Contract Performance Bank Guarantee and/or otherwise.

5. Payment Criteria

- ✦ **For Supply, Installation, Testing, Commissioning of UPS with Batteries:**
 - 80% payment shall be released against successful completion of Supply, Installation, Testing, Commissioning at the delivery location specified in the release order and acceptance by the RECPDCL Nodal Officer.
 - Balance 20% payment shall be released after user acceptance of the equipment and after 2 months by RECPDCL concerned officer.
- ✦ **For AMC of 2 years after the expiry of the warranty period of 3 years:**



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- Payment shall be released on half yearly basis in arrears based on submission of maintenance report with invoice, i.e. at the end of every six months.

6. Service Level Agreement (SLA)

1. Terms of Agreement

This agreement shall remain in force from the date of commencement of warranty till the expiry of warranty and AMC for the Online UPS and Batteries.

2. Scope of Work for SLA with Penalty for SLA Non-Compliance

a) WARRANTY

Comprehensive on-site three (3) years warranty for UPS and Batteries from the date of complete acceptance of system ordered.

The bidder shall be fully responsible for the warranty for all equipments, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship or any act or omission of the manufacturer and/or bidder any defect that may develop under normal use of supplied equipment during warranty period.

Warranty should not become void if the RECPDCL buys any other supplemental hardware from third party and install it with/in these machines. However, the warranty will not apply to such hardware items installed.

Warranty should cover the following:-

- The vendor should attend and resolve the critical issue like complete system/network down within 4 (Four) hours of lodgment of complaint. In case problems persist or require replacement of part, a Stand-by equipment of same or higher specification should be provided till original equipment is repaired, so that normal job of the RECPDCL may not hamper. Such Stand-by equipment must be replaced with original equipment within a maximum period of seven (07) days. Any violation of the above shall make the vendor liable for a penalty of 1% of contract/item price per violation maximum upto 10% of contract/item price if which shall be deductible from any payment towards the vendor from the RECPDCL.
- Warranty would cover updates/maintenance/bug, if any, for UPS.
- The bidder will obtain written acknowledgement from RECPDCL after completion of warranty period for successful sign off of warranty period.
- In case of repetitive UPS failure (two or three times in a quarter) it shall be replaced by equivalent new UPS by bidder at no extra cost to RECPDCL.

b) Uptime guarantee

Bidder has to guarantee minimum uptime of 99% (monthly basis) during services period. For calculation purpose of uptime, RECPDCL will consider business hours between 8 AM to 10 PM on 7 day basis. For this purpose total elapsed time between time of lodgment of complaint (over telephone or otherwise) and making the system functional or providing standby machine, will be treated as down time.

Calculation of percentage uptime:- $(\text{Total Time for the specified period} - \text{Downtime}) * 100 / \text{Total time for the specified period}$

Where:-

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- a) Downtime is the total time for which machine was in breakdown condition
- b) Total time for the specified period (for example a month period it is $30 \times 14 = 420$)

Exclusions for uptime for penalty calculations:-

- Power failure beyond battery backup time of UPS
- Machine down due to quarterly preventive maintenance work

The uptime will be calculated on monthly basis both for total uptime as well as maximum response time. The penalty for non-performance by every 0.1 % of the requirement given above will be 1.0 % of the contract/item price and maximum upto 10% of contract/item price

c) **ANNUAL MAINTENANCE CONTRACT (AMC)**

The vendor should also quote separately for AMC - UPS & Batteries at site for 2 years after the expiry of warranty period of three years. The scope of AMC will be same as warranty. The quoted AMC rate for would be applicable for 7 days x 9 AM to 6PM support and complaint resolution time should not be more than 4 hrs. The equipment should be attended and complaint be resolved within 4 (Four) hours of lodgment of complaint. In case problems persist or require replacement of part(s), a Stand-by UPS of same capacity should be provided till original UPS is repaired. Such Stand-by UPS must be replaced with original UPS in working condition within a maximum period of seven days. Apart from the RECPDCL's right to charge penalties/ liquidated damage, any violation of the above shall make the vendor liable for a penalty of 1% of contract/item price per violation maximum upto 10% of contract/item price which shall be deductible from any payment towards the vendor from the RECPDCL. Annual Maintenance Charges will be paid on the original cost UPS system and Batteries half-yearly in arrears, on submission of invoice & down time report by the vendor

Maintenance Services

Bidder shall provide following maintenance services under this agreement:

- a. Preventive Maintenance: Vendor will carry out required Preventive Maintenance on quarterly basis.
- b. Corrective Maintenance: Any system failure will be attended at the user site by bidder's engineer and if necessary by their specialists. In case the equipment is to be taken to Test & Repair Center of OEM, vendor will make sure that its configuration setup is documented & signed off by respective user. Also the Bidder is required to provide spare equipment to the user till the original equipment is returned after proper repair from OEM Centre. The configuration of the UPS should be same as it was before taking the system from user.
- c. Spares Availability: The Bidder shall include in his scope of supply all mandatory and commissioning spares related to H/w requirements and shall maintain an up-to-date record/log-book. The same shall be liable for inspection by the purchaser. Bidder shall have a back-to-back Business Critical Support arrangement with the OEM for spares and escalation support.

3. Method of contact to Engineer

Bidder is required to submit the support escalation matrix for L1, L2, and L3 support along with the bid. Bidder should mention contact no, e-mail id and name of concerned person in this matrix. The support team of the bidder will work with Helpdesk of user for ensuring complaint resolution for supplied equipment as per SLA.

4. **Reporting**:-The Bidder shall prepare a monthly Uptime Summary Report in the User prescribed format.

SECTION-V

GENERAL CONDITIONS OF TENDER

Part – 1

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 products/ services being asked in the tender. The terms and conditions for such reverse auction event shall be as per the Acceptance Form attached as Form-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. In case of denial for participation, bidder shall not be entitled for any kind of claim.
3. RECPDCL reserve the right to verify/confirm all original documentary evidence submitted by the Bidder in support of above mentioned clauses of eligibility criteria, failure to produce the same within the period as and when required and notified in writing by RECPDCL shall result in summarily rejection of the bid.
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 agencies 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.
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 and joint venture responses are not allowed, in any case.
12. The bidder must have fully operational office/Head office/Branch office in Delhi/NCR.
Relevant document proof should be submitted by the bidder. In case if the bidder has no



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fully operational office/Head office/Branch office in Delhi/NCR, then the successful bidder will set up the office in Delhi/NCR within 07 days after the issuance of work order. In case of failure, RECPDCL reserves the right to reject the bid.

13. **Performance Security:** The agency needs to deposit within fifteen (15) working days from the date of acceptance 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 Tender value against the Supply, Installation, Testing, Commissioning and Three Years On-Site Comprehensive Warranty portion for **3 years plus 6 month** claim period and after completion of 3 years or before expiry of PBG of supply portion bidder has to submit the PBG for AMC portion for **2 years plus 6 month** claim period of 10% of total value of AMC portion for the due performance and fulfilment of the contract by your firm in the format placed at Annexure – B.

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

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.

Failing to comply with the above requirement, or failure to enter into contract within 15 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.

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.

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

14. Rates and Prices

- a) Price quoted by Bidder shall be firm for contract period.
- b) Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall require forfeiture of the EMD.
- c) The quantities of equipment/ products/ systems indicated in the list are tentative. Payment will be made as per actual on pro rata basis.
- d) All rates/prices to be quoted in Indian Rupees only, considering the tender terms and conditions and scope of work.
- e) TDS will be deducted at source as per rules as applicable.
- f) No advance payment shall be made.
- g) Quoted rates/prices should be valid for delivery of equipment and services across India.
- h) The quoted rates/prices to be all inclusive of taxes, duties, levies, charges etc.
- i) Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
- j) Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD/PBG of said bidder.
- k) RECPDCL can place order in staggered manner and can evolve a superset/ subset of the requirements for placing order.



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- l) Under no circumstances any extra/ additional taxes, duties, levies etc. shall be payable to the bidder by RECPDCL unless such a tax, duty or levy has been newly introduced and notified by the Government of India.
15. In case of default in your services or denial of services, RECPDCL, at its sole discretion, will be free to avail services of other courier service providers at your "Risk & Cost".
16. All other terms and conditions of the GENERAL CONDITIONS OF CONTRACT as attached in Annexure shall be applicable.
17. 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.
18. 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
19. In a tender either the Indian agent on behalf of the Principle /OEM or Principle / OEM itself can bid but both cannot bid simultaneously for the same item/product.
20. If an agent submits bid on behalf of the principal /OEM, the same agent shall not submit a bid on behalf of another principal /OEM in the same tender for the same item/product.
21. 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.
22. 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.
23. **Termination of Contract:**
 - a) The contract shall remain in force as per the award of work or till satisfactory completion of awarded work, whichever is earlier.
 - b) 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.
 - c) 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.
24. 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.



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25. Agencies to which work is awarded are not allowed to Sub-contract the work to any other parties either in part or full.
26. The Courts/any other Tribunal or Forum in Delhi/New Delhi alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out of this contract.
27. **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.
28. **Disputes Resolution & Arbitration**
 - a) Disputes under the agreement shall be settled by mutual discussion.
 - b) 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.
 - c) 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.
 - d) The venue of the arbitration shall be New Delhi, India.
 - e) The fee & other charges of Arbitrator shall be shared equally between the parties.
 - f) The Arbitrator will give the speaking & reasoned award. The party will not be entitled to any Pendente lite interest during arbitration proceedings.

SECTION-VI ELIGIBILITY CRITERIA

Pre-Qualifying Criteria for Bidder

S.No.	Qualification Criteria	Documents Required
1.	The bidder should be a company incorporated under Companies Act as per Government of India. The Bidder should have been in IT operation in India for a period of at least for 3 years.	Certificate of incorporation/Registration certificate/ PAN Card/Service tax Registration Certificate should be provided by the bidder
2.	The Agency should have audited average annual turnover of at least Rs. 2.1 lakhs for the last three financial years i.e. FY-2013-14, 2014-15 & 2015-16, and in case of non-availability of audited balance sheet for FY-2015-16, audited balance sheet of FY-2012-13, 2013-14 & 2014-15 shall also be considered.	Attach documentary evidence (Audited balance sheet/ certificate for chartered accountant) for confirmation regarding turnover. The turnover refers to a company and not the composite turnover of its subsidiaries / sister concerns etc.
3.	The bidder shall be the single point of contact for RECPDCL and shall be solely responsible for all warranties, upgrades and guarantees etc. offered by the OEM etc.	Attach an undertaking to this effect for single point of contact. Bidder has to also enclose OEM authorization for three year onsite comprehensive warranty maintenance.
4.	The bidder should be either (i) Manufacturer (OEM) / authorized distributor/ authorized dealer and also (ii) Service provider or system integrator for Supply, Installation and commissioning of similar IT projects.	In case of dealer/ distributor/Service Provider/System Integrator being the bidder attach the OEM authorization(s) and service provider proof(s) issued by the OEM for this tender clearly mentioning the tender number, date and validity (in the name of bidder specifically addressed to the Addl. CEO, RECPDCL for the same). As per Form - V (MAF)
5.	Bidder should have successfully executed similar projects Supply, Installation and commissioning of similar IT projects for any Central/ State Government/ Semi Government/ Public Sector/Private Sector in last three financial years (i) single work order/Contract Value of Rs. 2.4 lakh or (ii) Two work orders/Contract Value each of Rs. 1.5 lakh each. or (iii) Three work orders /Contract Value each of Rs. 1.2 lakh	Bidder should submit copy of (i) Work order (mandatory) & Any document out of the following : (ii) Payment receipts (iii) Proof of release of performance security after completion of the contract (iv) Proof of settlement/release of final payment against the contract (v) Certificate for successful completion of work/Performance report by the client.
6.	Bidder should not be blacklisted by any Central/ State Government/ Semi Government/ Public Sector Undertaking	An undertaking shall be submitted in this regard.



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Note:

- Bid should accompany an earnest money deposit of Rs 5,000/- (Rupees Five Thousand Only) in the form of a Demand Draft/Banker's cheque drawn on a Scheduled commercial bank in favor of 'REC Power Distribution company Ltd payable at New Delhi. Cheques, Money orders or Cash etc. shall not be accepted as EMD. The bidder's are requested to make sure to indicate the tender number, name and address of the bidder on the reverse of EMD draft/ banker's cheque, any failure to comply with the same shall be at the risk of the bidder (OR) The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted against submission of EMD however, related valid document /certificate from NSIC/MSME registered with Central/State Government of India should be submitted.
- RECPDCL reserves the right to counter check any of the supporting documents directly from the respective client for their authenticity.
- The Bidders are requested to furnish documents to establish their eligibility for each of the above clauses. Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, should be highlighted. If tender were not accompanied by all the above documents mentioned, the same would be rejected. Undertaking for subsequent submission of any of the above document will not be entertained. However RECPDCL reserves the right to seek fresh set of documents or seek clarifications on the already / submitted documents. All documents should be submitted electronically including Financial Bid.
- Upon verification, evaluation / assessment, if in case any information furnished by the Bidder is found to be false / incorrect, their bid shall be summarily rejected and no correspondence on the same shall be entertained.

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. 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 Pre-qualifying Criteria supporting documents as proof of pre-qualifying criteria at section – VI.

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

1. Preparation of Financial Bids

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

2. Submission of Financial Bid:

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

3. Opening of Bid:

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

4. Financial Bid :

- 1 Bidders has to quote their rates strictly as per the financial bid format enclosed as Form-III should be submitted/uploaded through online/e-tendering mode only.
- 2 The prices shall remain FIRM till entire contract period /completion of the Assignment.
- 3 Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
- 4 Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD of said bidder.
- 5 Work shall be awarded to LQ-1 bidder based on Rate Quoted in (Item No.1 Item No.2, Item No.3, Item No.4) Grand Total of FINANCIAL BID (FORM-III).
- 6 In case the price/rate of a required line item is mentioned as zero i.e. '0' in FINANCIAL BID (FORM-III) the same shall be treated as the bid price.
- 7 In case of discrepancy between the value indicated by the bidder "In Figures" & "In Words", the value indicated at "In Figures" shall prevail.
- 8 The quantities of equipment/ products/ systems indicated in the list are tentative. Payment will be made as per actual on pro rata basis.
- 9 All rates/prices to be quoted in Indian Rupees only, considering the tender terms and conditions and scope of work.
- 10 TDS will be deducted at source as per rules as applicable.
- 11 No advance payment shall be made.
- 12 Quoted rates/prices should be valid for delivery of equipment and services across India.
- 13 The quoted rates/prices to be all inclusive of taxes, duties, levies, charges etc.
- 14 Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
- 15 Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD/PBG of said bidder.
- 16 RECPDCL can place order in staggered manner and can evolve a superset/ subset of the requirements for placing order.

1.3 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 as calculated.



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SECTION-VIII

FORM-I

Letter for Submission of Tender

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

Sub: Supply, Installation, Testing, Commissioning and Three Years On-Site Comprehensive Warranty with Maintenance of Online Uninterrupted Power Supply (UPS) and Batteries at RECPDCL New Premises- RECPDCL, KRIBHCO Bhawan, Noida.

Sir,

1. With reference to your Tender No. ----- dated ----- for **Supply, Installation, Testing, Commissioning and Three Years On-Site Comprehensive Warranty with Maintenance of Online Uninterrupted Power Supply (UPS) and Batteries at RECPDCL New Premises-Kribhco Bhawan, Noida**, I wish to apply for engagement with RECPDCL as **“Supply, Installation, Testing, Commissioning and Three Years On-Site Comprehensive Warranty with Maintenance of Online Uninterrupted Power Supply (UPS) and Batteries at RECPDCL New Premises”**

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.



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Form-II

Supply, Installation, Testing, Commissioning and Three Years On-Site Comprehensive Warranty with Maintenance of Online Uninterrupted Power Supply (UPS) and Batteries at RECPDCL New Premises

PREQUALIFICATION CRITERIA DETAILS

1. THE FIRM

2. Name

Regd. Address _____

a) Address of Office

b) Contact Person's

i) Name & Design.

ii) Address

iii) Tel No. Landline

Mobile

iv) Email ID

3. Type of Firm:
(Please tick)

Private Ltd./ Public Ltd./ Cooperative/
Partnership/ Proprietor

4. PAN

5. Service Tax Reg. No.:

6. E.M.D. Details Rs. _

BG/DD No. _

Name & Address of Bank

Please upload duly signed copies by authorized signatory of documentary evidence e.g. work order, corresponding satisfactory job completion certificates from clients with amount of work order in support of above and any other document indicated in prequalifying criteria)

Signature.....

Full Name.....

Designation.....

Address.....

Form-III
Financial Bid
PROFORMA OF SCHEDULE OF RATES/ PRICE BID
(To be submitted through online mode only)

Bidder Name:

Make / Model(UPS): Make / Model(Batteries):											
S. No	Item Type	Qty.	Unit Price (INR)	Total Price (INR)	VAT/ Sales Tax / CST (%)	VAT/Sales Tax/ CST Cost(INR)	Excise Duty/C ustom Duty(%)	Excise Duty/C ustom Duty(INR)	Service Tax (%)	Service Tax (INR)	Total Price (all inclusive of taxes)
		A	B	C=A *B	D	E=D*C	F	G=F* C	H	I=H*C	J=C+E+G +I
1	Supply and Three Years On-Site Comprehensive Warranty with Maintenance of Online Uninterrupted Power Supply (UPS) and Batteries at RECPDCL New Premises-Kribhco Bhawan, Noida. (7.5 kVA with 60 Minutes Battery Backup) (As per Technical Specification and Scope of Work in Section IV)	1									
2	Installation, Testing and Commissioning of Online Uninterrupted Power Supply (UPS) and Batteries at RECPDCL New Premises-Kribhco Bhawan, Noida. (7.5 kVA with 60 Minutes Battery Backup) (As per Technical Specification and Scope of Work in Section IV)	Per unit									
3	Online Uninterrupted Power Supply (UPS) and Batteries - AMC for 4th year as per SLA (7.5 kVA with 60 Minutes Battery Backup) (AMC Period starts after completion of 3 year warranty period.)	1									
4	Online Uninterrupted Power Supply (UPS) and Batteries - AMC for 5th year as per SLA (7.5 kVA with 60 Minutes Battery Backup) (AMC Period starts after completion of 3 year warranty period.)	1									
GRAND TOTAL (in INR) (Inclusive of all Taxes)											

- The quoted rates must be inclusive of all taxes as applicable at the time of bidding.
- Bidders are to quote their rates strictly as per above format.
- All items in PRICE BID must be quoted failing which the bid is liable to be rejected.
- In case the price/rate of a required line item is mentioned as zero i.e. '0' the same shall be treated as the bid price.
- In case of discrepancy between the value indicated by the bidder "In Figures" & "In Words", the value indicated at "In Figures" shall prevail.
- The quantities of equipment/ products/ systems indicated in the list are tentative. Payment will be made as per actual on pro rata basis.

- All rates/prices to be quoted in Indian Rupees only, considering the tender terms and conditions and scope of work.
- Under no circumstances any extra/ additional taxes, duties, levies etc. shall be payable to the bidder by RECPDCL unless such a tax, duty or levy has been newly introduced and notified by the Government of India.
- TDS will be deducted at source as per rules as applicable.
- No advance payment shall be made.
- Quoted rates/prices should be valid for delivery of equipment and services across India.
- The quoted rates/prices to be all inclusive of taxes, duties, levies, charges etc and all the taxes, duties, levies, charges shall be payable as may be applicable time to time i.e as per prevailing rates.
- Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
- Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD/PBG of said bidder.
- RECPDCL can place order in staggered manner and can evolve a superset/ subset of the requirements for placing order.
- Financial bid to be uploaded in the specific format designed same may be downloaded from website www.tenderwizard.com/REC and after filling the form it is to be uploaded through digital signature



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FORM IV
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.

FORM-V
MANUFACTURER AUTHORIZATION FORM

(To be submitted on OEM's Letter Head)

Date:

To,

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

Sir,

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

.....

and to subsequently negotiate and sign the Contract.

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

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

Yours Sincerely,

For

Authorized Signatory

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



FORM-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 outrightly 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

FORM-VII

LETTER OF TRANSMITTAL

To: [Name and address of Client]

.....

.....

.....

Dear Sir/s,

I/We, the undersigned, have examined the details given in your NIT dated [Insert Date] for **Supply, Installation, Testing, Commissioning and Three Years On-Site Comprehensive Warranty with Maintenance of Online Uninterrupted Power Supply (UPS) and Batteries at RECPDCL New Premises**. 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 **Supply, Installation, Testing, Commissioning and Three Years On-Site Comprehensive Warranty with Maintenance of Online Uninterrupted Power Supply (UPS) and Batteries at RECPDCL New Premises** & shall not be a competitor to REC/RECPDCL during contract period in case the contract is awarded.

Also, M/s _____ or its group companies is not executing or providing any type of 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:



REC Power Distribution Company Limited

ANNEXURE-A

BID BANK GUARANTEE (EARNEST MONEY)

(To be stamped in accordance with Stamp act)

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

((Name of the Bank))

having one 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:-

01. 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.

02. 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.

03. 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. upto _____ 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.



ANNEXURE-B

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:

Bank Name & 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 materials 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.

REC Power Distribution Company Limited



This Letter of Guarantee will expire on _____ including 3 months 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