

TENDER NO: RECPDCL/IT/Computer/2018/3571

(Financial Bid invited through e-Tendering mode only)
(Limited to agencies as per list of empaneled agencies enclosed in "Annexure- V")

(ONLY THROUGH E-TENDERING MODE)

for

Supply, Installation, Commissioning and Three Years On-Site Comprehensive Warranty Maintenance of Desktop Computers, Printers, UPS and other related items for RECPDCL Offices at various locations in India.

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), REC Limited website (www.recindia.nic.in), Central Publication Portal (www.eprocure.gov.in)

Important Dates for E- Tendering mode	
Date of Release of Tender	24.10.2018
Last date of submission of financial bid	30.10.2018 up to 15:00 Hours(IST)
Date of Opening of financial bids	30.10.2018 at 16:00 Hours(IST)

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-
(Bhupender Gupta)
Addl. C.E.O

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

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SECTION-I

FINANCIAL BID INFORMATION

Name of the assignment: Supply, Installation, Commissioning and Three Years On-Site Comprehensive Warranty Maintenance of Desktop Computers, Printers, UPS and other related items for all RECPDCL Offices at various locations in India.

S. No.	Event	Information to the agencies
1.	Date of Release of Tender	24.10.2018
2.	Last Date & Time for online Submission of Financial Bid	30.10.2018 up to 15:00 Hours
3.	Date of Opening of Financial Bid	30.10.2018 at 16:00 Hours
4.	Tender Document	The details can be downloaded free of cost from the websites www.recpdcl.in (or) www.recindia.com (or) www.tenderwizard.com/REC (or) www.eprocure.gov.in
5.	EMD #	Rs.10,000/- (Rupees Ten Thousand Only)
6.	Address for Bid submission/EMD/PBG	Shri. Bhupender Gupta, Addl. Chief Executive Officer REC Power Distribution Company Limited, 4th Floor, Kribhco Bhawan, A-10, Sector- 1, Noida (U.P.)-201301 Contact No.: 0120-4383783; Email- co.delhi@recpdcl.in
7.	Contact Person	Shri. A R Krishna Kumar, Sr. Executive (IT) REC Power Distribution Company Limited (RECPDCL) 4th Floor, Kribhco Bhawan, A-10, Sector- 1, Noida (U.P.)-201301 Contact No.: 0120-4383783; Email-co.delhi@recpdcl.in

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

Note:

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

SECTION-II

INSTRUCTIONS TO BIDDERS

A. Submission of Bid

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

1. 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.)

2. 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.)

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

- i. 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.
- ii. Bid to be submitted through online mode on website <http://www.tenderwizard.com/REC> in the prescribed form.

4. Cost of Bidding: -

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

5. General Documents/EMD/PBG

- I. Signed copy of tender document.
- II. Letter for Submission of Financial Bid.
- III. EMD of Rs. 10,000/- in the form of Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "Annexure-IV" or Bank Demand Draft drawn in favour of REC Power Distribution Company Limited payable at New Delhi & scanned copy to be uploaded and original to be submitted before the last date & time of Submission of Tender.

6. Financial Bid:

- I. Annexure-II-----Financial Bid.

Note: - 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 therein through digital signature.

All the documents should be addressed to.

Addl. Chief Executive Officer
REC Power Distribution Company Limited,
4th Floor, Kribhco Bhawan, A-10, Sector- 1, Noida (U.P.)-201301
Contact No.: 0120-4383783; Email- co.delhi@recpdcl.in

SECTION-III
INTRODUCTION

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

The Major Responsibilities of the bidder shall include:

RECPDCL is intending to engage a bidder for Supply, Installation, Commissioning and Three Years On-Site Comprehensive Warranty Maintenance of Desktop Computers, Printers, UPS and other related items for all RECPDCL Offices at various locations in India as per Table - I below:

TABLE-I

S.No.	Item#	Quantities*
1	Desktop Computers	10
2	UPS	10
3	Multi-Functional Printer (MFP)	15

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

#: Minimum technical specifications for the above items in Table-I as specified in RECPDCL's RFP No. RECPDCL/IT/Computer(EmpanI)/2017-18/4052 dated: 27.11.2017 or higher.

Note:

- I. Supply, Installation, Commissioning and Three Years On-Site Comprehensive Warranty Maintenance of Desktop Computers, Printers, UPS and other related items for all RECPDCL Offices at various locations in India as per requirement of RECPDCL. The Supply Locations w.r.t the initial tentative quantities are detailed below, further the locations may vary as per the issued work order.

Supply Locations of Desktop, Printer & UPS					
S. No	Location	Desktop	Printer	UPS	Address
1.	Jammu	1	3	1	Shri Sanjeev Kailwoo H.No. 146, Sector-7, Housing Colony, Channi Himmat, Jammu- 180015 Mob: 9797555894 Email: sanjeev.kailwoo@recpdcl.in
2.	Kashmir	3	5	3	Shri Sharvan Pushkar R/O Raj Bagh Near Police Station, Srinagar City: Srinagar, District: Srinagar State: Jammu & Kashmir, Pin code: 190008, Mob: 9889749000, Email: sharvan.pushkar@recpdcl.in
3.	Chandigarh	0	1	0	Shri Abhisekh Giri, Bay No. 7-8, Sector - 2, Panchkula – 134112, Mob: 7011295114 Email: abhishek.giri@recpdcl.in
4.	Punjab	0	1	0	Shri Abhisekh Giri, Bay No. 7-8, Sector - 2, Panchkula – 134112, Mob: 7011295114 Email: abhishek.giri@recpdcl.in
5.	Tripura	0	1	0	Shri Abhijit Pal C/O Shri Nepal Dutta Gangail Road, Opposite Ramakrishna Mission, Agartala -799001, Mob: 9774848569 Email- imavi0000@gmail.com
6.	Uttar Pradesh	6	0	6	Shri Rohit Jaitly, REC POWER DISTRIBUTION CO. LTD., Project Office, Mahaveer Apartment, Plot No. 126, Block- B, Flat No.311 & 312, 3rd Floor, Bhikharipur, DLW, Chunar Road, Varanasi- 221004 Mob: 9795178616, Email: rohit.jaitly@recpdcl.in
7.	Uttar Pradesh	0	4	0	RECPDCL Corporate Office 4th Floor, KRIBHCO Bhawan, A-10, Sector-1, Noida (UP)-201301, Email: co@recpdcl.in
Total		10	15	10	

- II. Delivery of the Goods & Onsite Services purchased is done by the bidder at above said locations/RECPDCL corporate office or any other location specified by RECPDCL PAN India (may be other than referred above). Accordingly, bidder has to quote the price in FINANCIAL BID-ANNEXURE-II.
- III. Customization to meet RECPDCL requirements may be done to existing product(s), In case such product(s) meet the scope of work Section-IV and the technical requirements/specifications as specified in RECPDCL's RFP No. RECPDCL/IT/Computer(Empantl)/2017-18/4052 dated: 27.11.2017, or higher.
- IV. 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.
- V. In case all the items inclusive of onsite comprehensive warranty and maintenance are not quoted then the bid shall be summarily rejected.
- VI. The Approximate Quantities as indicated above are estimates for the initial immediate order only however RECPDCL reserves the right to order varied quantities/locations of individual line items and to utilize the empanelment for procurement of other requirements during the empanelment and/or extended period as the case may be.

- VII. Supervision of commissioning and three year On-site comprehensive warranty maintenance of supplied equipment by certified/ qualified and trained engineers/personnel only.
- VIII. **Repeat Orders:** - RECPDCL reserve the right to procure any of the items in this tender through repeat order(s) on LQ1 bidder at their quoted rates of this tender and as per terms & conditions of RECPDCL's RFP No. RECPDCL/IT/Computer(Empanl)/2017-18/4052 dated: 27.11.2017, for a period of three months from the date of issue of purchase order against this tender document, which may be extended for a period of another three months at the sole discretion of RECPDCL.

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

SECTION-IV

SCOPE OF WORK

1. Scope of the Work

The scope of work for the supply of hardware/ equipment, testing, installation, commissioning and three year on-site comprehensive warranty maintenance support is broadly as follows:

TABLE – I

Serial Number	Scope of Work – Description
1.0	Supply, Installation, Testing, Commissioning and three year on-site comprehensive warranty maintenance of the supplied hardware/equipment i.e. Desktop PCs, Printers, Multi-Functional Printers, UPS and other related items as per the technical requirements/ specifications specified in RECPDCL's RFP No. RECPDCL/IT/Computer(EmpanI)/2017-18/4052 dated: 27.11.2017, or higher.
2.0	Selected Bidder is expected to provide necessary on-site services in respect of installation and supply of equipment's including Desktop Computers, Printers, MFP & UPS at RECPDCL & across India (locations as specified in SECTION-III).
3.0	Support/ Maintenance for all the equipment/ products should be on-site comprehensive warranty / guarantee for a period of three years inclusive of labor, spare parts and Operating System.
4.0	<p>Apart from supply, installation etc. the selected bidder will have to undertake the following jobs as and when required by RECPDCL during the on-site comprehensive warranty maintenance period:</p> <ul style="list-style-type: none">• Labeling/Coding of each supplied IT equipment with permanent marker/paint/sticker as per Labeling/Coding format provided by RECPDCL and preparing inventory/allocation list as per the format provided by RECPDCL.• Transfer of user data/ files from the existing PC to the new PC.• Configuration for Network access, e-Mail account, Internet access etc. as per RECPDCL requirements.• Installation & configuration of Anti-Virus Software.• Installation and end user training (beginners working level) of the supplied Microsoft Office Software by the deputed installation / support engineers.• Support for the Supplied Operating System and related software including patch updation etc.• In case of shifting of equipment/ products across RECPDCL offices the bidder will have to undertake reconfiguration, reinstallation etc. of the same. However it must be noted that RECPDCL will take care of other logistics of such shifting.
5.0	The bidder should carry out Acceptance Testing as specified by RECPDCL

2. Indicative Schedules

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

TABLE – II: Major Activities

Sr. No	Milestone	Deliverables (Incremental Weeks)
1	Placement of Purchase Order / Letter of Award	T1
2	Delivery of Equipment's/Products*: (Delivery location specified in SECTION-III) i. For Kashmir, Tripura: 6 weeks; ii. For all other locations: 4 weeks	T2= T1 + 4/6 Week
3	Installation, Commissioning & Acceptance of Equipment's/Products(2 weeks)*	T3= T2 + 2 week
4	Warranty Maintenance of systems**	3 Years from the date of acceptance

***Indicative / Tentative Schedule**

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

Note: Responsibility of the bidder for all Permit/Entry form/Taxes etc. for Supply, Installation, Testing, commissioning of all the equipment at said location in SECTION-III for successfully completion of the project and no additional payment will be done by RECPDCL.

3. Detailed Technical Specifications:

The technical specifications of the equipment/ systems should be as per the technical requirements/specifications specified in RECPDCL's RFP No. RECPDCL/IT/Computer(Empanl)/2017-18/4052 dated: 27.11.2017, or higher.

SECTION-V

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. The scope of work covers Supply, Installation, Commissioning and Three Years On-Site Comprehensive Warranty Maintenance of Desktop Computers, Printers, UPS and other related items for all RECPDCL Offices at various locations in India (Detailed technical specification is provided in ANNEXURE-II)
2. The bidder should submit the documents through e tendering mode viz.
 - i. Letter for Submission of Bid- ANNEXURE-I
 - ii. Financial Bid- ANNEXURE-II

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

3. Repeat Orders:

RECPDCL reserve the right to procure any of the items in this tender through repeat order(s) on LQ1 bidder at their quoted rates of this tender and as per terms & conditions of RECPDCL's RFP No. RECPDCL/IT/Computer(Empn)/2017-18/4052 dated: 27.11.2017, for a period of three months from the date of issue of purchase order against this tender document, which may be extended for a period of another three months at the sole discretion of RECPDCL.

4. Terms of Payment

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

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

-

- a) No advance payment shall be made.
- b) Payments shall be subject to deductions of any amount for which the successful bidder is liable under the agreement against the respective purchase/ work order. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income-Tax Act, 1961 and any other taxes.
- c) All relevant proof of delivery, installation and testing duly signed by the concerned officer at RECPDCL, Performance Bank Guarantee etc. to be submitted by the successful bidder for processing payment.
- d) Payment for all items shall be made in Indian Rupees only as per the following schedule: -
 - i. **95% payment** will be released after successful delivery, installation, testing and commissioning of products/equipments at the destination/ location as mentioned in the purchase/work order and submission of 10% of the purchase/work order value as bank guarantee valid for a period of three months after warranty and verification of the same from issuing bank.
 - ii. **5% payment** will be release after the successful completion of 3-year of warranty period from the date of acceptance.

- iii. All relevant proof of delivery, installation and acceptance duly signed by the concerned officer at various RECPDCL offices, Performance Bank Guarantee etc. to be submitted by the successful bidder for processing payment.
5. RECPDCL reserve right to ask to submit any document if desired so at any stage & also the right to verify/confirm all original documents & failure to produce the same within the period as and when required and notified in writing by RECPDCL shall result in summarily rejection of the bid.
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 of minimum order within the proposed project.
7. RECPDCL reserve the right to accept the whole or its part of part of any responses with any short fall at its sole discretion.
8. RECPDCL reserve the right to call for fresh tender's invitation at any stage and /or time as per the present and /or envisaged RECPDCL requirements even if the tender is in evaluation stage or in any stage.
9. RECPDCL reserve the right to terminate/amend/modify the contract without assigning any reason or advance notice to the bidder. Similarly, terms and conditions of the tender may be amended/modified by RECPDCL, if necessary, to ensure competitiveness and quality of product.
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. The tendered quantity is tentative. It may be increased or decreased at the discretion of RECPDCL on the same terms and conditions even after the tender period. In other words, increasing or reducing the tender quantity can be made by RECPDCL even after the completion of the tender period and it is binding on the bidder without any resource.
12. Delivery of the Goods & Services purchased is done by the bidder at RECPDCL corporate office or any other location specified by RECPDCL.
13. Rate quoted shall be inclusive all taxes and duties. Further no claim for taxes and duties payable will be admitted at larger stage & on any ground whatsoever, irrespective of the bidder mentioning and recording anything contrary to the above in the quotation. After the implementation of VAT and even after any changes contemplated in the tax structure and the rate of taxes to be levied by the State Government, the rate quoted to RECPDCL should be constant and it should be applicable to all work orders placed by RECPDCL during the contract period.
14. RECPDCL reserves right to reject the Goods & Service, if the Goods & Services are not delivered strictly as per the specification mentioned. In this regard, decision of RECPDCL is final and binding on the parties without any resources.
15. In the event of delay or default in supply, installation & support of goods & services or not adhering to the schedule given, RECPDCL reserves the right to procure the requirement from the other sources and recover the excess cost if any incurred by RECPDCL from the bidder. However, if the rate is cheaper the benefit will not accrue to bidder.
16. RECPDCL reserves the right to either reject the entire lot or part of the material or impose cut or forfeit the EMD/PBG at its discretion if the quality is not in accordance with the technical specification or inferior quality goods supplied.

17. Supply should be accompanied by a bill, advance stamp receipt and warranty certificate if applicable for arranging payment.
18. Each supply and installation should be subjected to quality analysis. The Goods & Services should be strictly in conformity with the technical specifications.
19. Shortage and damages will be intimated to the supplier's/service provider and the equivalent amount will be deducted from the bill amount, if they are not replaced /rectified by the supplier/service provider.
20. If any problem arises within time frame, a standby equipment should be provided till the equipment is repaired.
21. Penalty as may be decided by the tender approving authority will be imposed when the supply/services is rejected in verification.
22. The supplied material/service should be without adulteration. If adulteration is noticed in the material/Service supplied by supplier/service provider will be prosecuted besides blacklisting the bidder and forfeiting the EMD.
23. If any commodity/material etc. supplied/provided by the supplier/service provider have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or otherwise faulty then the contract price of such item will be recovered from the supplier if the payment had already made to him. Otherwise the supplier/service provider will not have entitled to any payment what so ever for such supply.
24. If successful bidder fails to supply material within the stipulated delivery date, RECPDCL reserves the right to procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost.

25. Liquidated damages (LD) & Penalties

- a) Time is essence of the contract.
- b) The successful bidder must supply, install, and commissioning of all the equipment's as per the specified schedule. Any Failure to supply, install and commissioning for all or some of the equipment(s) on or before the stipulated date will entail a liquidated damage equal to 1% of the value of the defaulted supply/ installation per week or part thereof subject to maximum of 10% of total contract value. Above penalty will be calculated based on unit rate of respective item and delay will be calculated as complete cycle for supply, install and clear the test for respective item. Payment of liquidated damages does not affect the successful bidder's liabilities
- c) In case of delay in compliance with the order beyond one week of the stipulated time period, RECPDCL will have the right to cancel the order & forfeit the EMD/ revoke the performance and/or any other bank guarantee etc.
- d) In addition, the bidder shall also be liable to pay RECPDCL a cancellation charge of 2% of the value of unsupplied items. In case of non-payment of cancellation charges RECPDCL reserves the right to realize the same from the security deposits of the bidder, if any, already available with them, which may be against any other work order. In such a situation, RECPDCL will complete the execution of incomplete orders through alternate sources at the risk and cost of the defaulting vendor.
- e) During three year onsite comprehensive warranty period, reported any problem/issue in the equipment should be attended/ responded by support team in 24 hours from the time the problem/issue is reported and should be corrected/fixed with in Maximum 72 hours

the problem/issue is reported. In case bidder fails to meet the above said timeline (i.e, Maximum 72 hours), RECPDCL will impose penalty of Rs. 500/- per day.

- f) In case bidder fails to provide support service/installation/repair during three year onsite comprehensive warranty period. RECPDCL reserves the right to get support service/installation/repair from alternative sources at the vendor's risk, responsibility and cost will be recovered from vendors 5% retention amount.
- g) During warranty period, the penalty would be recovered from the vendor from the 5% retention amount. If the 5% amount is not sufficient to recover the penalty, the vendor would be liable to pay the penalty amount within a period of 30 days from the date of demand made by RECPDCL. If the vendor does not make the payment of penalty within the stipulated period, RECPDCL is free to invoke the bank guarantee and recover the amount.
- h) Bidder is responsible for Permit/ Entry Form etc. are required for delivery of equipment at RECPDCL site/project offices for successful completion of the project.
- i) For Site Not Ready (SNR) cases, selected bidder is required to submit a certificate signed by designated officer of RECPDCL. However, regarding readiness of site, the decision of the Competent Authority will be final. No liquidated damages will be imposed for SNR cases, however, selected bidder has to install the items within 2 (Two) weeks of receipt of Site Ready notice from GM(Tech)/DGM(Tech) designated officer of RECPDCL else it will attract liquidated damages.
- j) Liquidated Damages can be recovered from any dues of the successful bidder.

26. Termination/ Cancellation of Purchase/ Work Order

- a. RECPDCL may at any time terminate/ cancel the purchase/ work order, if the bidder is unable to provide the services as per the requirements. In such cases, if any amount is due to the Bidder on account of the work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the tender document and after alternate arrangement to complete the work has been made at the selected bidder's cost and risk. The selected bidder will give at least three-month notice prior to discontinuing the service.
- b. RECPDCL may at any time terminate/cancel the purchase/ work order by giving written notice to the selected bidder, without compensation to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent, provided that such termination will not be prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to RECPDCL.
- c. RECPDCL may by written notice sent to the selected bidder, terminate/cancel the purchase/ work order in whole or in part at any time on its convenience. The notice of termination/cancellation shall specify that termination/cancellation is on RECPDCL's convenience, the extent to which performance of work under the purchase/ work is terminated/ cancelled, and the date upon which such termination/cancellation becomes effective. RECPDCL reserves the right to elect:
 - i To have any portion completed at the purchase/ work order terms and prices; and/or
 - ii To cancel the remainder and pay to the selected bidder an agreed amount for partially completed services.

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

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.

29. Jurisdiction of Courts etc.

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

30. Sub-contracting

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

31. Letter of Transmittal

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

- 32. 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.

33. 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.

34. Inspection and Tests

- a) The equipment/ products/ systems must be supplied in full as per ordered configuration for acceptance. No equipment/ product/ system with short supply or with different technical specifications shall be taken under any circumstances.
- b) Should any inspected or tested equipment/ product/ system solution fail to conform to the specification, RECPDCL may reject them and the selected bidder shall make all alterations necessary to meet specification requirements free of cost to RECPDCL with in the time schedule as specified by RECPDCL.
- c) During on-site comprehensive warranty period, on subassembly level if any item's specifications / model changes and becomes non available due to obsolescence of technology, selected bidder within already approved cost may offer the item with equivalent or having better features in terms of performance and specifications. The items so offered will be evaluated by RECPDCL for its acceptance.
- d) RECPDCL reserves the right to reject any item, if found unsuitable and/or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced with new and good items forthwith at the cost of the vendor. No payment will be made for rejected items.

35. Acceptance Test

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

36. Delivery, Installation and Commissioning

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

new equipment or part thereof is provided. The date of acceptance of such rejected equipment will be the date it is finally accepted and accordingly liquidated damages will be levied.

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

37. Web Based Support

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

38. Performance Security:

- a) The Performance Bank Guarantee should be submitted by successful bidders in form of Demand Draft(DD)/ Bank Guarantee after the award of work as per prescribed format enclosed as "Annexure-V" issued in favor of REC Power Distribution Company Ltd. and Payable at New Delhi.
- b) On award of assignment, 10% PBG of the respective contract value (i.e. as per the Grand total of financial sheet) has to be submitted valid for completion period plus 90 days or such extended period.
- c) The performance bank guarantee shall be returned to the agency without any interest upon completion of all items of work as defined in scope of work, submission of final report and acceptance of the same by RECPDCL and in case of any failures/non-performance of the contract, PBG shall be forfeited/encashed.
- d) No bank charges/interest shall be payable for the Performance Bank Guarantee and/or Performance Security.
- e) RECPDCL shall also be entitled to make recoveries from the Bidder's bills, from Performance Bank Guarantee, Performance Security, or from any other amount due to him the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

39. Rates and Prices

- a) Bidders should quote per unit rates/prices including all taxes & duties.
- b) All statutory duties and taxes (including excise and customs) Sales Tax and other charges will be payable by the bidder.
- c) Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall require forfeiture of the EMD.
- d) In a tender either the Indian agent on behalf of the Principle /OEM or Principle / OEM itself can bid but both cannot bid simultaneously for the same item/product.
- e) If an agent submits bid on behalf of the principal /OEM, the same agent shall not submit a bid on behalf of another principal /OEM in the same tender for the same item/product.
- f) The bidder shall be single point of contact for RECPDCL and shall be solely responsible for all warranties/guarantees, upgrades etc. offered by OEM during total warranty period. Attach an undertaking to this effect.
- g) In case the price/rate of a required line item is mentioned as zero i.e. '0' in FINANCIAL BID (ANNEXURE-II) the same shall be treated as the bid price.
- h) In case of discrepancy between the value indicated by the bidder "In Figures" & "In Words", the value indicated at "In Figures" shall prevail.
- i) The quantities of equipment/ products/ systems indicated in the list are tentative. Payment will be made as per actual on pro rata basis.

- j) All rates/prices to be quoted in Indian Rupees only, considering the tender terms and conditions and scope of work.
- k) TDS will be deducted at source as per rules as applicable.
- l) No advance payment shall be made.
- m) Quoted rates/prices should be valid for delivery of equipment and services across India.
- n) The quoted rates/prices to be all inclusive of taxes, duties, levies, charges etc.
- o) Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
- p) Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD/PBG of said bidder.
- q) RECPDCL can place order in staggered manner and can evolve a superset/ subset of the requirements for placing order.

40. **Responsibilities**

The responsibilities of RECPDCL and prospective vendor after empanelment are tabulated below:

RECPDCL's Responsibility	
Sr. No.	Activity
1	Placement of Purchase Order
2	Issue Acceptance Certificate
3	Payment to Vendor

Vendor's Responsibility	
Sr. No.	Activity
1	Supply, Installation & Commissioning of systems at respective locations.
2	Submission of Invoice with proper relevant documents.
3	Onsite Comprehensive Warranty Maintenance for 3 years

41. **Miscellaneous**

- a. RECPDCL is a government organization, and its aims, structure and way of working may differ from that of commercial enterprises. Potential vendors should be aware of the status and environment of RECPDCL, and must take particular note that intellectual property rights relating to any software, equipment, products and materials acquired for this project are properly observed.
- b. Bidders are requested to provide a detailed activities time schedule and resource allocations and requirements for all the stages which represent the shortest practical time to complete all necessary tasks and meet the obligations of the requirements. All significant activities must be indicated, including those associated with the testing, delivery, installation, commissioning and maintenance of systems, key quality assurance and quality certifications.
- c. RECPDCL intends that the bidder selected for the supply, installation, testing, commissioning and maintenance of the equipment/ products/ systems shall take complete responsibility for all of the work. The bidder must provide regular status reports in accordance with the project management requirements set out in the tender.
- d. RECPDCL reserves the right to allocate the tendered work in a staggered/staged and/or phased manner.
- e. The selected bidder shall define detailed acceptance criteria in consultation with the RECPDCL and the testing procedures should allow for the functional testing, integration testing and formal acceptance of the system by the RECPDCL.
- f. Alterations if any in the bid should be attested properly by the bidder, failing which the bid is liable to be rejected.

- g. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and RECPDCL, shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
 - h. The bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred for performance of the services. If there is any reduction in taxes/duties etc. due to any reason whatever, after Notification of Award, the same shall be passed on to RECPDCL.
 - i. The selected bidder shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The bidder shall always act, in respect of any matter relating to this tender, as faithful advisors to RECPDCL and shall, at all times, support and safeguard RECPDCL's legitimate interests in any dealings with Third parties.
 - j. RECPDCL reserves the right to inspect the performance of the selected bidder prior to commencement or in between the work progress. The inspection may cover all areas related to the assigned purchase/ work order, especially methodology, manpower, infrastructure etc. RECPDCL reserves the right to cancel the purchase/ work order assigned to the bidder at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the purchase order is cancelled then the costs incurred will be borne by the bidder and under no circumstances the bidder shall be eligible for any payment or damages from RECPDCL.
 - k. The selected bidder shall not, without RECPDCL's prior written consent, disclose the purchase/ work order, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of RECPDCL in connection therewith, to any person other than a person employed by the bidder in the Performance of the purchase/ work order. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
 - l. If the name of the product is changed for describing substantially the same in a renamed form then all techno financial benefits agreed with respect to the original product, shall be passed on to RECPDCL and the obligations with RECPDCL taken by the selected bidder with respect to the product with the old name shall be passed on to the product so renamed.
42. All other terms & conditions of the RECPDCL's RFP No. RECPDCL/IT/Computer(Empani)/2017-18/4052 dated: 27.11.2017, shall be applicable to all the empaneled bidders as per the Annexure:V.

43. Commercial Terms & Conditions:

A. Taxes & Duties:

Notwithstanding anything contained herewith, with respect to taxes and duties following clauses shall be applicable:

A.1. If any supply of goods or services under or in respect of this contract is subject to GST, and if the Contractor is liable to GST in relation to any supply under this contract, the parties agree that the amount of GST applicable on any supply from the Contractor to the Employer under or in respect of this contract shall be reimbursed by the Employer on actual basis as applicable on the supply by the Contractor in pursuance of the contract. The same would be subject to the following:

a) The Contractor shall also indicate the possible locations and respective GSTIN's from where the supply is proposed to be made by him. Any exemptions/ tax benefits, if applicable to the Contractor on the date of submitting the price bid shall be indicated by him and for the purpose of calculation of the amount of GST to be reimbursed, the Employer shall factor such exemptions/ tax exemptions irrespective of withdrawal of such exemptions/ tax benefits to the Contractor during the execution of the Contract.

b) Invoice/Debit Note containing particulars specified under the GST Act and related Rules, Notifications, etc as prescribed by the Government in this regard, shall be considered as appropriate and necessary for taking reimbursement of the GST so charged.

c) In the event that the Contractor fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, the Employer shall not be liable to make any payment against such invoice.

A.2. Notwithstanding anything contained anywhere in the Contract, in the event that the input tax credit of the GST charged by the Contractor is denied by the tax authorities to the Employer for reasons associated with non-compliance/ incorrect compliance by the Contractor, the Employer shall be entitled to recover such amount from the Contractor by way of adjustment from any of the subsequent invoices issued by the Contractor on the Employer. In addition to the amount of GST, the Employer shall also be entitled to recover interest at the rate of applicable SBI base interest rate +2% and penalty, in case any penalty is imposed by the tax authorities. The Employer shall determine whether the denial of credit is linked to the non-compliance/ incorrect compliance of the Contractor and the said determination shall be binding on the Contractor.

Change in Law

A.3. Subject to clause A.2 above, if any rates of Tax are decreased or any change in interpretation or application of any Tax which entails a decrease in the Taxes declared by the Contractor in the Price Schedule, which was or will be assessed on the Contractor in connection with performance of the Contract (i.e. during scheduled completion period as per contract), an equitable adjustment of the Contract price shall be made to fully take into account any such change by deduction therefrom. However, if any rates of Tax are increased, which was or will be assessed on the Contractor in connection with performance of the Contract, no change shall be made in the Contract Price and the Employer shall not reimburse any additional amount payable thereto.

A.4. Subject to clause A.2 above, if a new Tax is introduced or an existing Tax is abolished, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract price or deduction therefrom.

A.5. These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. and in respect of raw materials, intermediary components etc., neither Employer nor the contractor shall be entitled to claim arising due to increase or decrease in the rate of tax, introduction of new tax or abolition of an existing tax in the course of the performance of the contract.

B. Anti-profiteering measure

As per Section 171 of the Central Goods and Services Tax Act, 2017, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices. In pursuance of the above provision, contractor is required to factor in the credit efficiencies available under GST and benefit due to reduction in tax rate to the employer and accordingly, declare the prices in the Price Schedule.

C. Rate quoted by the bidder shall remain firm & fixed and shall be binding on the Successful Bidder till completion of work irrespective of actual cost of execution of the project. No escalation in rate quoted by the bidder 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.

ANNEXURES

LETTER FOR SUBMISSION OF BID

To,

Addl. Chief Executive Officer
RECPDCL,
4th Floor, Kribhco Bhawan,
A-10, Sector-1, Noida (UP)-201301.

Sub.: Supply, Installation, Commissioning and Three Years On-Site Comprehensive Warranty Maintenance of Desktop Computers, Printers, UPS and other related items for all RECPDCL Offices at various locations in India.

Sir,

1. With reference to your Bid No. _____ dated _____ for Supply, Installation, Commissioning and Three Years On-Site Comprehensive Warranty Maintenance of Desktop Computers, Printers, UPS and other related items for all RECPDCL Offices at various locations in India, I wish to apply for engagement with RECPDCL.

Further, I hereby certify that-

2. I have read the provisions of the all clauses and confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Tender are acceptable to me and I have not taken any deviation to any clause.
3. I further confirm that any deviation to any clause of Tender found anywhere in my Bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the RECPDCL.
4. Our bid shall remain valid for period of 180 days from the last date of bid submission.

Date:
Place:

Signature:
Full Name:

Designation:
Address:

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

ANNEXURE-II**FINANCIAL BID**
(TO BE SUBMITTED ONLINE ONLY)**Supply, Installation, Commissioning and Three Years On-Site Comprehensive Warranty Maintenance of Desktop Computers, Printers, UPS and other related items for all RECPDCL Offices at various locations in India****Name of the Bidder:**

TABLE-I

Sr. No.	Item Description (Minimum technical specifications for the below items in Table-I as specified in RECPDCL's RFP No. RECPDCL/IT/Computer(Empanl)/2017-18/4052 dated: 27.11.2017 or higher.)	Unit	Quantity^α	Unit Rate Rs.	Total Price Excluding Taxes in Rs.	GST %	Total GST in Rs.	Total Price in Rs. (all inclusive)
A	B	C	D	E	F=D*E	G	H=F*G	I=F+H
1	Cost of Desktop Computer as per technical specifications with preloaded Anti-Virus s/w and three years on-site comprehensive warranty maintenance from OEM	Per Desktop	10	<i>submit through online only</i>	<i>submit through online only</i>	<i>submit through online only</i>	<i>submit through online only</i>	<i>submit through online only</i>
2	Cost of Multi-Functional Printer (MFP) as per technical specifications and three years on-site comprehensive warranty maintenance from OEM	Per MFP	15	<i>submit through online only</i>	<i>submit through online only</i>	<i>submit through online only</i>	<i>submit through online only</i>	<i>submit through online only</i>
3	Cost of UPS as per technical specifications and three years on-site comprehensive warranty maintenance from OEM	Per UPS	10	<i>submit through online only</i>	<i>submit through online only</i>	<i>submit through online only</i>	<i>submit through online only</i>	<i>submit through online only</i>
Grand Total: (in INR all inclusive) (Sum for Column 'I')								<i>submit through online only</i>

^α: Quantities are tentative and may vary, payment will be made as per actual on pro-rata basis. Also, the delivery locations may be anywhere at RECPDCL Project/Zonal offices in PAN India.

Note:

1. Delivery of the Goods & Services purchased is done by the bidder at RECPDCL offices across PAN India.
2. 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.
3. The quantities of equipment/ products/ systems indicated in the list are tentative. Payment will be made as per actual on pro rata basis.
4. All rates/prices to be quoted in Indian Rupees only, considering the tender terms and conditions and scope of work.
5. TDS will be deducted at source as per rules as applicable.
6. No advance payment shall be made.
7. Quoted rates/prices should be valid for delivery of equipment and services across India.
8. The quoted rates/prices to be all inclusive of taxes, duties, levies, charges etc.
9. Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
10. Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD/PBG of said bidder.
11. 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

BID BANK GUARANTEE (EARNEST MONEY)

(To be stamped in accordance with Stamp act)

This deed of Guarantee made this _____ day of _____ 2018 by

—

(Name of the Bank)

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

WHEREAS RECPDCL has invited tender vide their Tender Notice No.

_____ Dated

_____ to be opened on _____ AND

_____ WHEREAS M/s _____

(Name of Tenderer)

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

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

AND WHEREAS, we

(Name of Bank)

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

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

We further agree as follows:-

1. That RECPDCL may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any

further conditions as may be mutually agreed to in between RECPDCL and the 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.

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

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

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

PERFORMANCE BANK GUARANTEE

M/s REC Power Distribution Company Ltd.,
4th Floor, Kribhco Bhawan,
A-10, Sector-1, Noida (UP)-201301.

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE NO.: _____

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

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

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

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

This letter of Guarantee will expire on _____ including 90 day of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized signature
Chief Manager/ Manager
Seal of Bank

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

List of empaneled bidders

S.No.	Name of the Successful Bidders vide RFP No. RECPDCL/IT/Computer(Empanl)/2017-18/4052 dated: 27.11.2017
1.	M/s Computerware India Pvt Ltd.
2.	M/s NF Infratech Service Pvt. Ltd.
3.	M/s CCS Computers Pvt. Ltd.

E-BIDDING HELP MANUAL TO BIDDER

Helpdesk Nos.

Phone : 011-49424365

Sh Nehal (www.tenderwizard.com) 8800991855 / 9560062209

Other Contact Numbers:

1. Shri Sandeep Gautam (www.tenderwizard.com) 8800496478
2. Shri Krishna (www.tenderwizard.com) 8800900127
3. Shri Mithun Ghosh (www.tenderwizard.com) 8826040002 / 011-49424319

Step 1

Registration Process


Website address: www.tenderwizard.com/REC


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

STEP 2

Participation

Vendor should login with his USER ID and PASSWORD

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

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

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

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

Note:-

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

STEP 3

Submission

Vendor should prepare the scanned copy of DD (EMD)

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

Reminder:

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

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

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

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

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

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

Attachment of general document to a particular tender

Go to tender Documents screen of that particular tender

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

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

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

NOTE :

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

A) **Technical Sheet**

B) **Cost Sheet or price bid**

C) **EMD details**

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


STEP 4

Acknowledgement

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

STEP 5

OPENING

- After the tender is opened at the stipulated date and time, the award details can be accessed in the OPENED/AWARDED stage.
- To view the opened tenders click on the “**Opened/Awarded**” link then click on edit form  to view your competitors bid sheets who participated with you and who are not disqualified.

Note:

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