



TENDER NO: RECPDCL/IT/2019/3332

Bid Document

Request for Proposal (RFP)

(ONLY THROUGH E-TENDERING MODE)

For

Providing Cloud Hosting Space, Managed services and Operations & Maintenance Support for RECPDCL web applications & portals along with rate contract initially for one year and extendable up to additional 2 years.

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 Tender	22.10.2019
Last date of queries/ seeking Clarification (s)	29.10.2019 up to 11:00 hrs.
Pre-bid Meeting Address: RECPDCL, Corporate office, Noida	29.10.2019 at 12:00 hrs.
Last date of submission of Tender	06.11.2019 up to 15:00 hrs.
Date of Opening of Technical bid (s)	06.11.2019 at 16:00 hrs.
Date of Opening of Financial bid (s)	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-

(Sh. 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.]

IMPORTANT NOTICE

1. An incomplete and/or ambiguous and/or conditional and/or late bid is liable to be ignored/ summarily rejected.
2. 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 bid is liable to be ignored/ summarily rejected.
3. **The submission and opening of bids will be through e-tendering process. Tender document is to be downloaded directly from the website www.tenderwizard.com/REC or from e-tender link given in RECPDCL Website, viz, <http://recpdcl.in> or from Govt. e-procurement portal www.eprocure.gov.in.**

Note:

- a) To participate in the E-Bid submission, it is mandatory for the bidders to register with 'Tender Wizard' and to have valid user ID & Password. For this purpose, the bidder has to register itself with REC through Tender Wizard. website given above. Please also note that the bidder has to obtain digital signature token for applying in the tender. In this connection, vendor may also obtain the same from Tender wizard. The steps to be followed for the registration process are given below:
 1. Go to website <http://www.tenderwizard.com/REC>
 2. Click the link ' Register Me'
 3. Enter the detail about the bidder as per format.
 4. Click 'Create Profile'
 5. Bidder will get confirmation with Login-id and Password
- b) **Steps for application for Digital Signature from Tender Wizard are given below:**
 1. Download the Application Form from the website <http://www.tenderwizard.com/REC>. Follow the instructions as provided.
 2. In case of assistance please contact the person under contact us in website www.tenderwizard.com/REC
- c) **To aid bidders the detailed bidder manual on submission of E-Bid is annexed to this tender document.**

NOTE: The Bidders are advised to obtain digital signature (Level 3) and register themselves at www.tenderwizard.com/REC in advance. Please note that RECPDCL in no way held responsible if the bidder fails to apply due to non-possession of Digital Signature & non registration.

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SECTION-I**IMPORTANT INFORMATION**

Name of the assignment: Providing Cloud Hosting Space, Managed services and Operations & Maintenance Support for RECPDCL web applications & portals along with rate contract initially for one year and extendable up to additional 2 years.

S. No.	Event	Information to the agencies
1.	Date of Release of Tender	22.10.2019
2.	Last date of Pre Bid meeting /queries/ seeking Clarification	29.10.2019 up to 11:00 Hrs.
3.	Pre Bid Meeting	29.10.2019 at 12:00 Hrs.
4.	Last Date & Time for online Submission of Bid	06.11.2019 up to 15:00 Hrs.
5.	Date of Opening of Technical Bid	06.11.2019 at 16:00 Hrs.
6.	Date of Opening of Financial Bid	To be intimated later
7.	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
8.	EMD #	Rs. 5,000/- (Rupees Five Thousand Only)
9.	Bid Validity	180 days from last Date of Bid submission
10.	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@recpdcl.in
11.	Contact Person	Shri. A R Krishna Kumar, Asst. Manager (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@recpdcl.in
12.	Support Team Contact Details:	E – Tenderwizard: Help desk No - 011-49424365, twhelpdesk680@gmail.com Sh. Krishna Tyagi – 8800900127, twhelpdesk551@gmail.com

The **EMD (Earnest Money Deposit)** is to be submitted by all the participating bidders of an amount of Rs. 5,000/- (Rupees Five Thousand Only) in the form of irrevocable Bank Guarantee (BG) from a Nationalized/Scheduled Bank as per Earnest Money Performa or Bank Demand Draft drawn in favour of REC Power Distribution Company Limited payable at New Delhi. The EMD of unsuccessful bidder/s will be returned within 90 days from the award of contract and EMD of successful bidder will also be returned after acceptance of work order and submission of PBG (Performance Bank Guarantee) of requisite value.

Note:

- MSEs registered with Micro, Small and Medium Enterprises (MSME)/National Small Industries Corporation Limited (NSIC) Start-Ups etc. Or as applicable as per prevailing Government of India norms and guidelines.

ELIGIBILITY/PRE-QUALIFICATION CRITERIA

Following are the Pre-Qualification/ Eligibility criteria. Any bid not fulfilling any of the prequalification/ eligibility criteria shall be summarily rejected. The said Criteria as detailed along with documents which need to be submitted in proof of compliance to each of the criterions is detailed below:

S. No.	Minimum Qualification Criteria	Documents required
1.	The bidder must be in operation in India for a period of at least 4 years as on last date of bid submission and should have office in Delhi/ NCR.	Copy of the following documents needs to submitted along with the bid: <ul style="list-style-type: none"> • Certificate of incorporation/Registration Certificate • PAN Card • GST Certificate & • Documentary proof against presence of office in Delhi/ NCR.
2.	The bidder shall be the single point of contact for RECPDCL and shall be solely responsible for providing services, support, warranties etc.	A self-undertaking in this respect.
3.	The Cloud Service Provider should be listed under Ministry of Electronics and Information Technology (MeitY), Govt. Of India website (http://meity.gov.in/content/gi-cloud-meghraj) for Cloud Service providers (CSPs).	Proof of empanelment with validity.
5.	Cloud Service Provider's Data Centres should be ISO 9001 : 2000, ISO 20000-1, ISO 27001, ISO 27017 & ISO 27018 certified and Certification under process will not be considered.	Attach valid documentary proof
6.	The bidder must have successfully executed similar cloud project of following value for Government/ Semi Government/ Autonomous Organizations/ Public Sector Utilities/ Private Sector in India as main contractor during the last four financial years of either of the following: <ul style="list-style-type: none"> a) Single work order of value of Rs 4 Lakh OR b) Two work orders each of value of Rs 2.5 Lakh 	Bidder should submit <ul style="list-style-type: none"> (i) Copy of Work order (mandatory) & Any document out of the following: <ul style="list-style-type: none"> (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.

7.	<p>The bidders should have average annual turnover of at least an average value of Rs 3.5 Lakh (Rupees Three Lakh Fifty Thousand Only) during the last four years, ending 31st March of the previous financial year i.e. FY: 2018-19, 2017-18, 2016-17 & 2015-16 and in case of non-availability of audited balance sheet for FY-2018-19, audited balance sheet of FY-2017-18, 2016-17, 2015-16 & 2014-15 shall also be considered.</p> <p>The turnover refers to the individual Bidder and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company(ies) etc.</p>	Copy of CA certified Audited Balance Sheet for confirmation regarding turnover, to be submitted by the bidder.
8.	The Bidder must not have been blacklisted by any Government Department/CPSU/SPSU/ Banks/Autonomous Bodies/Statutory Bodies in India at the time of submission of bid.	A self-undertaking in this respect.
9.	Bid Offer should accompany an Earnest Money Deposit (EMD) of Rs 5,000/- (Rupees Five Thousand only) in the form of a Demand Draft drawn in favor of 'REC Power Distribution Company Limited, New Delhi' on a scheduled/ nationalized bank payable at New Delhi.	<p>EMD/BG as mentioned</p> <p>The bidders are requested to make sure to indicate the tender number, name and address of the bidder on the reverse of EMD draft/ banker's cheque, any failure to comply with the same shall be at the risk of the bidder.</p>

Note:

- MSEs registered with Micro, Small and Medium Enterprises (MSME)/National Small Industries Corporation Limited (NSIC) Start-Ups etc. Or as applicable as per prevailing Government of India norms and guidelines.
- The bidder must submit compliance sheet for the attached technical specification of required services/equipment's. In case of a deviation or non-submission of compliance sheet the bid is liable to be summarily rejected.
- RECPDCL reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria, failure to produce the same within the period as and when required and notified in writing by RECPDCL shall result in summary rejection of the bids and/or termination of the contract with imposition of the contract clauses on the bidder by the RECPDCL on the award of the contract and/or the contract period extended or otherwise provided that the bidder is the successful bidder and has been awarded the contract as per the terms and conditions laid out in this tender document.
- The bidder must fulfill the above eligibility criteria/ pre-qualification conditions. Financial bid of bidders fulfilling the pre-qualification conditions, technical bid will only be opened for evaluation.
- The Bid will be opened at RECPDCL Corporate Office: 4th Floor, Kribhco Bhawan, A-10, Sector- 1, Noida (U.P.)-201301 on the same day & time (i.e. last date of submission of the bid) or as notified later in the presence of bidders who choose to be present.

- RECPDCL reserves the right to waive any irregularities; accept or reject the whole; accept or reject part of; any or all responses at its sole discretion without assigning any reason whatsoever.
- RECPDCL is not bound to procure and provide the hardware/networking/software/infrastructure equipment's/ other products as suggested and/or specified by the bidder in their proposed solution.
- 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 Tender process.

SCHEDULE OF REQUIREMENTS

1. **Scope of work:** the broad scope of work is stated as follows:

S.No.	Scope of Work – Description
i.	To provide Cloud Hosting Space as per RECPDCL requirement, Managed services and all necessary Operations & Maintenance Support for RECPDCL web applications & portals from empaneled Cloud Service providers (CSPs) listed under Ministry of Electronics and Information Technology (MeitY), Govt. Of India website (https://meity.gov.in/content/gi-cloud-meghraj)
ii.	Configuring the server/virtual machines (VMs) as per RECPDCL requirement <ol style="list-style-type: none"> CPU/Virtual machine RAM Storage space Installation and configure application and database server Provide Data transfer facility as per requirement Antivirus installation and configuration Configuring port as per requirement of RECPDCL High availability for application and database
iii.	Backup and recovery of data as per policy of RECPDCL.
iv.	Provide firewall and IPS for enhanced security.
v.	The offered setup should support minimum throughput of (Mbps) >=100
vi.	To capture and retain snapshot of the data and application. Facility of Point in time recovery of data and application from the snapshots.
vii.	Provide Full Root / Administrator Access of the operating system and Assist application vendor to install application and database, resolving any issue pertaining to scope of the bidder.
viii.	Install custom software/database software/ front end tool (if any) as per requirement of the portal
ix.	On demand additional memory and storage space for up gradation
x.	<ul style="list-style-type: none"> The setup should comply to RECL ISMS security policy for ISO 27001:2013 RECL ISMS security policy is as per standards of ISO 27001. However, detailed policy will shared to selected bidder/CSP.
xi.	The bidder should have offered cloud service from the Data center located in India
xii.	The CSP will install an Enterprise Management System to help in measurement of SLAs.
xiii.	Establishment of a secured environment and deployment of any application/database software releases/ patches/ changes
xiv.	Knowledge transfer and Handing Over as and when required
xv.	<p>Security: Various levels of security should be provided by the Cloud Service Provider.</p> <ul style="list-style-type: none"> - Physical Level – Authorization, Authentication, CCTV, Biometric access etc. - Logical Level – Firewalls, Intrusion Detection, Anti-virus, etc. - Data Level – Encryption (needed in-transit.), Recovery etc. <p>It would be desirable for the Data Centre to hold security certification by a reputed agency and should take all security measures to avoid any hacking and threats.</p>
xvi.	<p>Self Service Portal: Cloud service provider have to provide all managed services, however RECPDCL may ask to give access for Self Service Portal with the following options: -</p> <ul style="list-style-type: none"> - Firewall Management / IP management - Cloud Server management - Upgrade / Downgrade Capacity (CPU/RAM/Disk) - Start / Stop Servers - Auto scaling (Trigger Based / Schedule Based) - Online Real-time Performance Utilization Reports - CPU Reports/ RAM Reports

	<ul style="list-style-type: none"> - Network Bandwidth Reports - Backup Reports - Online Billing and Usage Reports
xvii.	<p>Service Level Agreement (SLA): The selected Vendor/Cloud Service provider (CSP) must ensure 99.5% uptime of the complete system on a 24x7x365 basis excluding planned maintenance time/scheduled maintenance time with prior approval. The scheduled maintenance time should not be during 12X6X365 timeframe (8AM to 8PM Mon to Sat). Further, scheduled maintenance time is planned downtime with the prior permission of RECPDCL.</p> <p>The SLA is proposed to be performance based. For purposes of calculation of SLA and definitions & terms are defined as below:</p> <ol style="list-style-type: none"> “Uptime” shall mean the time period for which the IT Infrastructure solution along with specified services / components with specified technical and service standards are available to RECPDCL as per scope of work for complete solution for which work order awarded. <p><u>Uptime (in %), can be calculated as:</u></p> $\text{Uptime} = \{1 - [(\text{System Downtime}) / (\text{Total Time} - \text{Planned Maintenance Time})]\} * 100$ <ol style="list-style-type: none"> “System Downtime” shall mean the time period for which the IT Infrastructure solution and/or specified services / components with specified technical and service standards are not available to RECPDCL. This includes Instance, VMs, Firewall etc. and any other IT and non-IT infrastructure, their subcomponents etc. at all project locations etc. The planned maintenance time / scheduled downtime will include activities like software upgrades, patch management, security software installations etc. The selected bidder will be required to schedule ‘planned maintenance time’ with prior approval of RECPDCL. This will be planned outside working time. In exceptional circumstances, RECPDCL may allow the managed service provider to plan scheduled downtime in the working hours (if required).
xviii.	<p>Disaster Recovery (DR) Solutions:</p> <p>RECPDCL may require 100% DR services, if required on case to case basis from selected CSP with 1 Hrs RTO and 30 Min. RPO. However, successful bidder/CSP has to ensure Zero Data Loss.</p> <p>Note- The Primary DC and the DRC should be in different seismic zones.</p> <p>DR Drill:</p> <ul style="list-style-type: none"> • The selected bidder has to perform the DR drill once in a year. • The selected bidder will be required to schedule ‘DR Drill time’ with prior approval of RECPDCL.
xix.	<p>24 Hour Support: The selected Vendor/Cloud Service provider (CSP) should offer 24x7x365 days uninterrupted service as per Scope of work and Terms & conditions this tender. The selected vendor/Cloud Service provider should maintain Toll-free phone numbers with a ticketing system for getting technical support and escalation process. The Cloud Service provider should provide a relationship manager to handle all support services and should be capable of resolving any service deficiency / issue which we can escalate and get resolved to our satisfaction.</p> <p>Cloud Service provider should be provided facility of a web-based system with dashboards wherein all the issues raised and discovered during the course of the project are recorded, tracked and managed.</p> <p>Training:</p> <ul style="list-style-type: none"> • The successful bidder shall provide the requisite training to the concerned RECPDCL’s officials after completion & Go-Live of the setup as per line items in work order. • The successful bidder may also be asked to provide on-site training, if required.
xx.	Execution of Offer:

	<ul style="list-style-type: none"> a. Execute as per Scope of work b. To maintain Service Level Agreement (SLA) of the entire setup of RECPDCL for which purchase/work order was issued c. To maintain round the clock Help Desk Support, Trouble Ticket System, Incident Response d. Assist/Co-ordinate with other existing and future vendor of RECPDCL within its scope boundary.
xxi.	<p>Future Updates:</p> <p>The Bidder/select vendor is required to provide, install and commission all software up gradations/ enhancements from time to time, during project duration free of cost to Purchaser/RECPDCL. Any up gradation in application shall be made available to RECPDCL without any additional cost.</p> <p>The Successful bidder is required to upgrade OS, DB, any other Software provided by them for providing cloud environment and for 3rd party software upgradation, successful bidder/CPS has to provide all necessary support to developer / third party vendor in installation and configure any upgrade</p> <p>All the incidental expenses for making systems operational will be the sole responsibility of select vendor without any additional cost.</p>
xxii.	<p>Period of Contract:</p> <ul style="list-style-type: none"> • The selected vendor shall enter into a rate contract with RECPDCL for the quoted items during the contract period extended or otherwise • The initial contract period shall be one year from the date of signing and/or placement of purchase/work order whichever is earlier. On satisfactory performance as ascertained by RECPDCL the work order/contract can be extended for a further period of one year each time up to a maximum of two more years. Thereafter the contract can be extended for further periods, rates and terms and conditions as decided/agreed on mutual consent of both the parties.

SCHEDULE AND TIMELINES

The table below indicates the schedule and timelines to be met by the bidder during the execution of the project/contract period.

Table-I

(Note: Each Week is equal to 7 calendar days)

S.No.	Milestone	Time schedule as specified
1.	Issue of Purchase/Work Order to the selected bidder (LOI/LOA)	T**
2.	Date of acceptance of Purchase/Work Order by the bidder	T1 = T+1 Week
3.	Supply/Allocation of the resources (hardware/software) at specified location	
4.	Installation, Configuration and Commissioning of resources (hardware/software) at specified location	
5.	Training and Joint Acceptance Testing of setup	T2 = T1+1 Week
6.	Comprehensive Warranty Maintenance/Support Period starts for resources (hardware/software) after completion of Joint Acceptance testing	T2 + 1 Year

**** T is zero date for placement of order and will remain constant.**

GENERAL TERMS AND CONDITIONS

Clause No.	Heading	Description/Details
1.	Pre-Bid Conference	<p>a) A Pre-Bid Conference will be held on date and time mentioned on cover page at RECPDCL, Corporate office, 4th Floor, Kribhco Bhawan, A-10, Sector- 1, Noida (U.P.)-201301. All clarifications received up to one day prior to the pre-bid conference at following e-mail addresses will be deliberated upon. The prospective bidders can also seek clarifications, if any, during Pre-Bid Conference by submitting the same in writing via email to RECPDCL email id: co@recpdcl.in.</p> <p>b) Relevant Clarifications up to Pre-Bid Conference will be deliberated by RECPDCL, at its discretion. No clarification can be sought and/or entertained by RECPDCL after the pre-bid conference in any sort/ manner/ kind.</p> <p>c) Any clarifications/ Corrigendum/ Addendums etc. subsequent to pre-bid conference will be posted on RECPDCL website viz. http://www.recpdcl.in and no individual communication will be sent. Posting on the website shall be deemed to have been communicated to all prospective bidders.</p> <p>d) The clarifications/ Corrigendum/ Addendums etc. thus communicated will form an integral part of the RFP and succeed the relevant clauses for future reference.</p> <p>e) Any irrelevant/ ambiguous/ mischievous clarification as determined by RECDPCL at its sole discretion will not be entertained and may not be clarified and/or deliberated.</p>
2.	Preparation of Bids	<p>Eligibility Criteria/ Pre-qualification documents, EMD, Application money/ Cost of Bid document (if any), Technical Bid and Financial Bid to be submitted through online mode on website www.tenderwizard.com/REC and one hard copy of Eligibility Criteria/ Pre-qualification documents and Technical Bid only along with Demand Draft for EMD and application money/ Cost of bid document (if downloaded) should be put in separate envelopes duly sealed. The content inside the envelope, TENDER number, bidder's name & address should be clearly marked on the top of the sealed envelopes. All the envelopes thus prepared shall be put in a single sealed envelope clearly mentioning the TENDER number, bidder's name & address on the top of the sealed envelope. The respective envelopes should also have "DO NOT OPEN BEFORE...." Super scribed in the front with the date of opening.</p> <p>NOTE: FINANCIAL BID TO BE SUBMITTED AS PER FORMAT THROUGH ONLINE MODE ONLY</p> <p>The bid valid for a period of 180 days from the date of last submission of bids for this tender shall essentially comprise of the following and should be submitted online, the same should be digitally signed and separately duly signed hard copy</p>

		<p>as per the method specified above should be submitted at the stipulated location on or before the last date of submission on or before the stipulated time:</p> <ol style="list-style-type: none"> 1. Eligibility Criteria/ Pre-qualification documents to be submitted online as well as hardcopy 2. EMD and Application money/ Cost of Bid document (if downloaded) (if any) to be submitted online (scanned copy of DD/BG) as well as hardcopy (Original DD/BG) 3. Technical Bid Response Form, Undertaking and Supporting Documents including all Annexures to be submitted online as well as hardcopy 4. The Technical Compliance to be submitted online as well as hardcopy as per tender requirements and scope of work and technical specifications. 5. Price Bid Response Form and Price Schedule as per attached Annexure to be submitted ONLINE ONLY <p>Note:</p> <p>1) The bidder should note that the hard copy should not have any pricing details, in case of a default/ failure the sealed financial bid will be returned to the bidder unopened at the time of opening of bids and in case the financial bid is unsealed etc. the bid shall be summarily rejected.</p> <p>Any bid not received both online as well as in prescribed physical form will be summarily rejected.</p>
3.	Submission of Bids	<p>The bids completed in all respects should be submitted online and hard copy addressed to the Addl. Chief Executive Officer- RECPDCL, should be submitted into the TENDER box, marked for the same, kept at the RECPDCL main reception at entrance at the following address latest by the date and time mentioned in front page of this document. RECPDCL does not own any liability if the response is submitted somewhere else and not reached to the addressee within due date and time.</p> <p>RECPDCL, Corporate office, 4th Floor, Kribhco Bhawan, A-10, Sector- 1, Noida (U.P.)-201301</p>
4.	Deadline for Submission of Bids	<ol style="list-style-type: none"> I. Bids must be received by RECPDCL, both on-line and physical not later than the time and date specified on the cover page. In the event of the specified date for the submission of bids being declared a holiday for RECPDCL, the bids will be received up to the appointed time on the next working day. II. The RECPDCL may, at its discretion can extend this deadline for submission of bids by amending the tender document, in which case all rights and obligations of the RECPDCL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
5.	Late and Delayed Bids	<p>Any bid received by RECPDCL after the deadline for submission of bids prescribed by the RECPDCL will be rejected and/or returned unopened to the bidder. if asked for. The decision of the RECPDCL whether to accept or not to accept</p>

		without assigning reason shall be final and no disputes shall be entertained with regard to exercise of such discretion of RECPDCL.
6.	Opening of Bids	<ul style="list-style-type: none"> The bids will be opened at RECPDCL, Corporate office, 4th Floor, Kribhco Bhawan, A-10, Sector- 1, Noida (U.P.)-201301 at the date and time mentioned on the cover page in the presence of bidders who choose to be present. RECPDCL will open the EMD and Application money/ Cost of Bid document (if any), Eligibility Criteria/ Pre-qualification documents in the presence of bidders' representatives who choose to attend at the time of opening. In the event of the specified date of the bid opening being declared a holiday for the RECPDCL, the bids shall be opened at the appointed time and location on the next working day.
7.	Clarification of Bids	<ul style="list-style-type: none"> During evaluation of the bids, the RECPDCL may at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted. No Bidder may contact the RECPDCL on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder intends to bring additional information to the notice of the RECPDCL, it should be done in writing. Any effort by a Bidder to influence the RECPDCL in its decisions or decision making process on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid and RECPDCL will declare the firm ineligible, either indefinitely or for a stated period of time from participation in future RFPs/tenders of RECPDCL. Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.
8.	Evaluation of Technical Bid	<ol style="list-style-type: none"> RECPDCL will evaluate Technical bids of only those bidders who's EMD and application money/ cost of bidding document (if any) are found to be in order and who have been found to be eligible/ pre-qualified after eligibility/ pre-qualification evaluation. Detailed technical evaluation will be carried out pursuant to technical specification mentioned in "Technical Bid". The Bid Evaluation committee at its discretion will ask the eligible bidders for a detailed presentation of the entire technical solution for a duration of around 1 hour each at the RECPDCL Corporate Office. A bid determined as not substantially responsive may be rejected by the RECPDCL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
9.	Opening of Financial Bids	<ol style="list-style-type: none"> RECPDCL will open the financial bids of only those bidders, which have been found to be eligible & technically qualified to undertake the job.

		<p>II. The Financial Bids of the eligible & technically qualified bidders shall be opened in the presence of their representatives, who choose to be present, on the specified date and time and Venue.</p> <p>III. The date and time of opening of financial bids shall be informed to the technically qualified bidder.</p>
10.	Evaluation and Comparison of Financial Bids	<p>I. The comparison shall be of all-inclusive price of goods, such price to include all costs as well as duties and taxes paid or payable.</p> <p>II. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of errors, its bid will be rejected. In case, the bidder has not quoted for all the line items as mentioned in the price bid, the highest figure quoted for that line item by any other bidder will be taken for evaluation/ comparison and at the time issuing purchase order, in case the bidder becomes Lowest bidder, the lowest figure quoted in the line item by any other bidder will be mentioned in the purchase /work order. In case, compliance of any clause is not specifically mentioned, the same will be treated as deemed compliance by the bidder.</p> <p>III. The LQ1 will be arrived in the following manner:</p> <p style="padding-left: 40px;">a) Grand Total calculated / arrived at, as specified in the Financial Bid Price schedule Annexure, Grand Total will be compared for arriving at the LQ1 bidder.</p>
11.	Payment Schedule	<p>I. No advance payment shall be made.</p> <p>II. All Payments shall be made in Indian Rupees only.</p> <p>III. Charges of the line items of price schedule will be released on quarterly basis after completion of the quarter on raising of invoice by the vendor along with deliverables and supporting documents.</p> <p>IV. 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.</p> <p>V. All relevant proof of Go-live of complete setup as per the Work order, Performance Bank Guarantee etc. to be submitted by the successful bidder for processing of the payment.</p>
12.	Taxes & Duties	<p>The bidder shall be entirely responsible for all taxes, duties, octroi, 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. Similarly, if there is any increase in taxes/duties etc. due to any reason whatever, after Notification of Award, the same shall be passed on to the select vendor on their request.</p>

13.	Liquidated Damages (LD) for Delays:	<p>I. LD for initial Setup for Go-Live:</p> <ul style="list-style-type: none"> a) Time is essence of the contract. The successful bidder must supply/allocation of resources, install, and clear the acceptance test of all the line items of price schedule as per the specified schedule. Any Failure to supply/allocation of resources, install and clear the acceptance test of all of the line specified in the work order beyond the stipulated timeline will entail a liquidated damage equal to 2.5% of the total contract value per week thereof subject to maximum of 10% of total contract value. b) In the case of delay in compliance with the order beyond 10 days of the stipulated time period, RECPDCL will have the right to cancel the order and/or forfeit the EMD/ revoke the performance / any other bank guarantee (if any) etc. c) In the case of delay in compliance with the order beyond 10 days of the stipulated time period, RECPDCL will have the right to cancel the order and blacklist the bidder from providing services to RECPDCL for a period as decided by RECPDCL. RECPDCL will complete the execution of incomplete orders through alternate sources at the risk and cost of the defaulting vendor. <p>II. LD for breach of SLA:</p> <ul style="list-style-type: none"> a) Penalty will be deducted on breach of SLA based on the uptime for the month i.e. 0.1% breach during the month will result into 1% deduction of penalty from the amount due of that month and No payment will be processed for the month in which the uptime of SLA is lesser than 90%, for purposes of calculation of SLA formula given above will be used. b) During contract period, reported any problem/issue in the services should be attended/ responded by support team in 4 hours from the time the problem/issue is reported. c) Any Failure to resolve the issue within stipulated time will render the vendor liable for levy of liquidated damages @1% of contract value subject to a maximum of 10% of contract value. The penalty, if any, shall be deductible from the pending payment/ available Performance Bank Guarantee.
14.	Performance Security/Bank Guarantee (PBG)	<ul style="list-style-type: none"> I. The bidder shall furnish performance security to the RECPDCL for an amount of 10% of the contract value, valid up to 90 days after contract period for performance and support service/maintenance obligation. The same shall be extended suitably in case of further extension of contract period. The PBG is to be submitted within 15 days of placement of LOI/Work Order. II. RECPDCL can deduct as compensation from the Performance Security/Bank Guarantee for failures on the Bidder's part to complete its obligation under the contract. III. The performance security shall be in the form of a Bank Guarantee from a Scheduled Bank or A Bankers Cheque or Demand Draft as per format enclosed.

		<p>IV. In case, the vendor is called upon to deposit the Performance Guarantee and if the vendor fails to furnish the same within the prescribed period, such failure will constitute a breach of the conditions and RECPDCL shall be entitled to forfeit the EMD without prejudice to any other right to damage that the company may have in the matter.</p> <p>V. In the event of any correction of defects or replacement of defective equipment during support/warranty period the support/warranty of the corrected/replaced equipment shall be effective from the date of replacement.</p> <p>VI. If the system fails in Preliminary Acceptance, due to reasons entirely attributable to the vendor, the RECPDCL may consider termination of the Contract, and forfeiture of the Vendor's performance security in compensation for the extra costs and delays likely to result from this failure.</p>
15.	Termination of Contract	<p>I. RECPDCL may at any time terminate the contract, if the selected vendor is unable to provide the services as per the tender/work order/contract. 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/work order/contract and after alternate arrangement to complete the work has been made at the Bidder's cost and risk. The selected Bidder will give at least three months' notice prior to discontinuing the service</p> <p>II. RECPDCL may at any time terminate the Contract by giving written notice to the selected Vendor, without compensation to the selected Vendor, if the selected Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to RECPDCL.</p> <p>III. RECPDCL may by written notice sent to the selected Vendor, terminate the purchase/work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for RECPDCL's convenience, the extent to which performance of work under the purchase/work order and /or the Contract is terminated, and the date upon which such termination becomes effective. REC reserves the right to elect:</p> <ol style="list-style-type: none"> to have any portion completed at the purchase/work order and/or the Contract terms and prices; and/or to cancel the remainder and pay to the selected vendor an agreed amount for partially completed services. <p>IV. In the event the vendor's company or the concerned division of the company is taken over/bought over by another company, all the obligations under the agreement with RECPDCL, should be passed on the compliance by the new company new Division in the negotiation for their transfer.</p>

		V. RECPDCL at its discretion may terminate the contract on grounds of non-performance by the vendor to provide services as per SLA.
16.	Quantity Required	<p>I. RECPDCL reserves the right to order any subset or superset of the tendered items.</p> <p>II. Quantity as indicated in this document is subject to change determined by the needs of the RECPDCL.</p>
17.	TURN-KEY	This project is to be executed on a TURN-KEY BASIS.
18.	Governing Law and Disputes	<p>I. 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.</p> <p>II. 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.</p>
19.	Arbitration	<p>If any dispute (s) or differences (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its 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. 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.</p> <p>The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest during arbitration proceeding. Notwithstanding any references to Arbitration, the parties shall continue to perform their respective work/ obligation under the contract.</p>

20.	Award Criteria	The RECPDCL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the technically qualified and lowest quote evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
21.	RECPDCL's Right to Accept any Bid and to Reject any or All Bids	RECPDCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidder's or any obligation to inform the affected Bidder or Bidders of the grounds for RECPDCL's action.
22.	Other Terms	Any other terms & conditions, guidelines issued by Ministry of Electronics and Information Technology (MeitY) for Empanelment of Cloud Service Offerings of Cloud Service Providers (CSPs) will also be ipso facto applicable to this tender.

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.

**ELIGIBILITY CRITERIA COMPLIANCE FORM
(BOTH - ONLINE and HARDCOPY)**

S.No.	Minimum Qualification Criteria	Compliance (Yes/No)	Page Number	Fill Details and submit documentary evidence
1.	Name of the bidder	NA	NA	
2.	Bidders Office Address	NA	NA	
3.	Contact Person Name	NA	NA	
4.	Contact Person Mobile and Fax	NA	NA	
5.	Contact Person E-Mail address	NA	NA	
6.	The bidder must be in operation in India for a period of at least 4 years as on last date of bid submission and should have office in Delhi/ NCR.			
7.	The bidder shall be the single point of contact for RECPDCL and shall be solely responsible for providing services, support, warranties etc.			
8.	The Cloud Service Provider should be listed under Ministry of Electronics and Information Technology (MeitY), Govt. Of India website (http://meity.gov.in/content/gi-cloud-meghraj) for Cloud Service providers (CSPs)			
9.	Cloud Service Provider's Data Centres should be ISO 9001 : 2000, ISO 20000-1, ISO 27001, ISO 27017 & ISO 27018 certified and Certification under process will not be considered.			
10	The bidder must have successfully executed similar cloud project of following value for Government/ Semi Government/ Autonomous Organizations/ Public Sector Utilities/ Private Sector in India as main contractor during the last four financial years of either of the following: a) Single work order of value of Rs 4 Lakh OR			

	b) Two work orders each of value of Rs 2.5 Lakh			
11	<p>The bidders should have average annual turnover of at least an average value of Rs 3.5 Lakh (Rupees Three Lakh Fifty Thousand Only) during the last four years, ending 31st March of the previous financial year i.e. FY: 2018-19, 2017-18, 2016-17 & 2015-16 and in case of non-availability of audited balance sheet for FY-2018-19, audited balance sheet of FY-2017-18, 2016-17, 2015-16 & 2014-15 shall also be considered.</p> <p>The turnover refers to the individual Bidder and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company(ies) etc.</p>			
12	Bid Offer should accompany an Earnest Money Deposit (EMD) of Rs 5,000/- (Rupees Five Thousand only) in the form of a Demand Draft drawn in favor of 'REC Power Distribution Company Limited, New Delhi' on a scheduled/ nationalized bank payable at New Delhi.			
13	The Bidder must not have been blacklisted by any Government Department/CPSU/SPSU/Banks/Autonomous Bodies/Statutory Bodies in India at the time of submission of bid.			
14	The bidder must submit compliance sheet for the attached technical specification of required services/equipment's. In case of a deviation or non-submission of compliance sheet the bid is liable to be summarily rejected			NA
15	Enclosed Duly Signed Tender Document Copy towards acceptance of tender terms & conditions without any deviations.		NA	NA

**FINANCIAL BID
(THROUGH ONLINE ONLY)
Price Schedule**

Sl. No.	Item Description	Description of Network Component/ Cloud Component /Managed Services in Data Center in India as per RECPDCL requirement	Item Unit	Quantity **	Unit Rate excluding GST In INR (per month)	Total Price excluding GST In INR (per month)	GST (%)	Total GST In INR	Total Price including GST In INR (per month)	Total Price including GST In INR (per year)
A	B	C	D	E	F	G=E*F	H	I=G*H	J=G+I	K=12*J
Network Component										
1	Internet Bandwidth-Shared	Premium Bandwidth DDoS Protected and Scalable as per requirement.	Per Mbps	2						
2	IP Address	Pool of IPv4 or IPv6 address	Per IP	1						
3	Shared – Firewall	Shared Firewall	Per Units	1						
Cloud Component										
4	Server Instance	Number of shared instances with setup charges (Production /	Per Instance	1						

		Staging for Web Server/ Application/ Database/ Development/ Basic server etc.)								
5	Cores	Number of Cores	Per vCores	4						
6	Memory	RAM	Per GB	16						
7	Storage	Storage	Per GB	1500						
8	Operating System	Cent OS with support for contract period	Per Instance	1						
9	Backup - Storage	Disk-to-Disk Storage - For Archival and Backup Purposes (Daily Incremental, Weekly Full Backups or any other frequency).	Per GB	1000						
10	Backup - Agents	Agent based - Automatic, Encrypted, Compressed Disk-to-Disk (SAN) Based Backup - (Daily Incremental,	Per OS	1						

		Weekly Full – available via a web based portal for restoration outside the Primary Facility – Instant Restoration at the Primary Facility)								
11	Managed Services	Global Monitoring and Alerting for instances up to virtualization layer Instance, VM, N/w, Firewall, OS, DB, Security Management & Monitoring, troubleshooting and Management for Database (SQL Server/Oracle etc.)	Instance	1						
12	Security Admin		Setup	1						
13	System Admin		Instance	1						
14	Database Management & Web Server	Includes Basic Monitoring and Management with support	Instance	1						

		for contract period for Database & web server (Apache Server/LA MPP Server/MySQL/Php MyAdmin etc.)								
15	Disaster Recovery Solutions	Cost for on demand disaster recovery services for Complete solution	Per Complete solution	1						
16	Any other component	Cost for any other component required to full functionality of the proposed cloud solution	Per Unit	1						
Grand Total (K)										

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

Note: -

- All prices to be quoted in (INR) Indian Rupees only.
- No advance payment shall be made.
- All items in all the tables must be quoted failing which the bid is liable to be rejected.
- Amount to be quoted inclusive of all taxes, duties, levies etc.
- Price shall be deemed to be inclusive of all other software, tools, utilities, patches, upgrades, accessories, equipment etc. required for full functionality of the proposed solution as per the RECPDCL requirement.
- On change of quantity, payment will be made as per calculated price on the basis of quoted unit rate.
- The bidder should clearly specify make and model for all items wherever asked.
- All the quoted hardware / software /services shall be as per minimum technical specifications/requirement specified in Annexure C. The specifications for hardware/services

as provided in this document are indicative and minimum only the bidder has to ensure the application response and availability time as specified in this document which may require additional hardware and/or related software. The bidder's quoted price will be deemed to inclusive of any such additional costs.

- i. 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, which may be downloaded from website www.tenderwizard.com/REC and after filling the form it is to be uploaded through digital signature.

TECHNICAL BID**(BOTH - ONLINE and HARDCOPY)**

S.No.	Parameter	Minimum Requirement	Compliance (Yes/No) / Details as Asked
1.	Name of Cloud Service providers (CSP)**		
2.	Data Centre Type	Minimum Tier 3 or higher	
3.	Data Centre (DC) & Disaster Recovery Center (DRC)- Location	Data Center & DRC in India Note- The Primary DC and the DRC should be in different seismic zones	
4.	Support	24x7x356 Support through web/email/phone	
5.	Preventive Maintenance	Preventive Maintenance (Daily/Weekly/Monthly)	
6.	Service level guarantee	End-to-End service level guarantee of 99.5%	
7.	On-demand scalability of storage	Availability of On-demand scalability of storage	
8.	Additional instance	Additional OS instance can be deployed within 15 - 30 minutes of receipt of request	
9.	Additional Backup	Additional Backup Availability	
10.	Scalability	Set up and scalability of RAM and CPU within hrs of request	
11.	Bandwidth scalability	Bandwidth Overage Availability	
12.	Access for Audit	Access to Third Party Team for audit	
13.	Access for RECPDCL	Access to Data Centre should be provided to RECPDCL	
14.	Administrative control	Complete administrative control of the server can be given to RECPDCL, if required	

15.	User access	Root access to the hosted environment will be provided to RECPDCL	
16.	Security	Intrusion Prevention System	
17.	DC & DR facility	Proposed DC & DR should be from same Cloud Service Providers (CSPs)	
18.	Availability of Management Services	User Management	
19.		Patch Management	
20.		Disk Management	
21.		Log Management	
22.		Backup Management	
23.		Scheduled Job Management	
24.		Performance Management	
25.		Change Management	

****The Cloud Service Provider (CSP) should be listed under Ministry of Electronics and Information Technology (MeitY), Govt. Of India website (<http://meity.gov.in/content/gi-cloud-meghraj>) for providing Cloud Services.**

**BID FORM
(BOTH - ONLINE and HARDCOPY)**

(To be submitted on the firm's letter head and signed by an authorized person - Documentary proof authorizing the person by the bidder to be attached)

To

The Addl. CEO,
REC Power Distribution Company Limited,
A10 Kribhco Bhawan 4th Floor
Sector- 1, Noida
Uttar Pradesh- 201301

Ref: Bid Document No.

Dated:

Sir/ Ma'am,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, I/Me/ We, the undersigned is deemed to have accepted without any violations and/or deviations etc. pertaining to the tender scope, validity of quoted rates in line & pursuance to the schedule of requirements & all terms & conditions of the tender and in conformity with the said bidding documents.

We undertake, if our bid is accepted, to deliver the services in accordance with the delivery schedule specified in the tender/IFB/RFQ/RFP etc. documents.

If our bid is accepted, we will submit a Performance Bank Guarantee (PBG), in the form prescribed by RECPDCL as per the tender terms and conditions.

The same will also be treated as security deposit in case of defaults like non-delivery, cancellation, liquidated damages, penalties etc. valid during entire period of contract plus three months. The EMD will be retained by RECPDCL till PBG is submitted.

We agree to abide by this bid for a period of 180 Days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. I/We undertake that on completion of the validity period, unless the I/We withdraw my/our bid in writing by giving a notice of seven working days, it will be deemed to be valid until such time that I/we formally withdraw my/our bid.

Herein, we declare:

1. That we have a team of technically qualified officials and have state-of-the-art infrastructure, and that our premises are equipped with all the facilities specified in the document.
2. We hereby offer to supply the Goods and Services at the prices and rates mentioned by us in the Financial Bid format/Schedule.
3. We have satisfied itself as to the correctness and sufficiency of the Contract Price cover all its obligations under the Contract.

4. We enclose herewith the complete Eligibility Criteria Bid as required by you.
5. We have carefully read and understood the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to supply as per these terms and conditions.
6. Certified that the bidder is a company and the person signing the document is the constituted attorney.
7. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated this day of 20__

Signature of Authorized Signatory of Bidder

Official Address: _____

Telephone No.

Telegraphic Address:

Fax No.

E-mail

Contact Person Name:

Contact Person Mobile No:

Contact Person email:

LETTER FOR SUBMISSION OF BID

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

Sub.: Providing Cloud Hosting Space, Managed services and Operations & Maintenance Support for RECPDCL web applications & portals along with rate contract initially for one year and extendable up to additional 2 years.

Sir,

1. With reference to your Bid No. _____ dated _____ for Providing Cloud Hosting Space, Managed services and Operations & Maintenance Support for RECPDCL web applications & portals along with rate contract initially for one year and extendable up to additional 2 years.

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.

UNDERTAKING (BOTH - ONLINE and HARDCOPY)

UNDERTAKING ON COMPLIANCE OF TENDER REQUIREMENTS Along with TERMS & CONDITIONS

I/We hereby undertake that I/we have examined/ perused, studied and understood the tender no. _____ dated _____ and any corrigendum/ addendum/ clarification etc. completely and have submitted my/our bid in pursuance to the said documents.

I/We hereby undertake that I/We understand that the Scope of Work and Requirement of this Tender is indicative only and not exhaustive in any manner. I/We understand that the scope of work may undergo minor changes as per prevailing RECPDCL requirements at the time of signing of contract.

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

I/We hereby undertake to provide the further requisite OEM authorization as and when required and/or asked for by RECPDCL, as per the solution and/or requirements, as decided by RECPDCL at their discretion.

I/We hereby undertake that I/We understand that the RECPDCL reserves the right to float a separate tender for the scope of work and requirements as mentioned in this tender irrespective of the outcome of this tender. I/We understand that in such a case I/We shall bid separately for that tender and in no case our bid to this tender shall be deemed as a bid for the said tender.

I/We hereby undertake to provide the services and undertake to be the single point of contact for RECPDCL for all services, terms and conditions and for the entire scope of work and requirements as defined in this tender document.

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

I/We agree to bind by this bid for a period of 180 days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period and till the time I/We after the expiry of the bid validity period formally withdraw my/our response in writing with a notice period of seven working days and associated terms and conditions and as specified in the tender document and in all such cases my/our bid shall be deemed to be valid.

I/We hereby attach the duly signed and stamped tender document as an acceptance and compliance of tender specifications and terms & conditions with the technical response without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We understand that mentioning of any pre-requisites, presumptions, assumptions, hiding/ twisting/ deletion/ reduction/ manipulation/ disguising of scope of work and/or application features and/or infrastructure and/or project deliverables etc. in any form and/or by any means and/or under any head shall not be constituted as a part of the bid and in case of award of the tender the same should

not be claimed by me/us while award and/or subsequent execution of work. The decision of RECPDCL on such issues shall be binding on me/us and the same cannot be arbitrated upon by me/us.

I/We hereby undertake that we abide by all the terms and conditions mentioned in the tender along with corrigendum, if any

I/We hereby undertake that I/We shall meet all business requirements of RECPDCL and shall provide the same solution as proposed in the bid document during contract period. In case of a default RECPDCL can levy liquidated damages on myself/ ourselves as per tender terms and conditions.

I/We hereby declare that our company/ organization has not been black listed, debarred, banned or disqualified by any Government or any Government agencies including PSUs during a period of last five years.

I/We understand that at any stage during the tenure of the contract if it is found that any statement or document submitted by I/We is false/forged/invalid, RECPDCL has discretion to terminate the contract and get the work done through third party as per the risk purchase clause mentioned in this tender.

I/We hereby affirm that our bid is valid for the period including the deemed period as specified in the tender document.

Signature of Authorized Signatory

Name of the Signatory

Date

Place

Company Name

Company Seal

FORMAT FOR NO-DEVIATION CERTIFICATE

Unless specifically mentioned in this schedule, the tender: Providing Cloud Hosting Space, Managed services and Operations & Maintenance Support for RECPDCL web applications & portals along with rate contract initially for one year and extendable up to additional 2 years., shall be deemed to confirm the RECPDCL's specifications:

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

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

Seal of the Company:

Signature

Name

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

BID BANK GUARANTEE (EARNEST MONEY)
(To be stamped in accordance with Stamp act)

This deed of Guarantee made this _____ day of _____ 2019 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

E-BIDDING HELP MANUAL TO BIDDER

Helpdesk Nos.

Phone : 011-49424365

Other Contact Numbers:

1. Shri Krishna (www.tenderwizard.com) 8800900127

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.