

Request for Proposal

(Invited through e-Tendering mode only)

for

DEVELOPMENT OF WEB AND MOBILE APPLICATION FOR DDUGJY SCHEME INCLUDING FACILITY MANAGEMENT SERVICES.

Tender No. RECPDCL/Tender/2016-17/306

Dated: 26.04.2016

REC Power Distribution Company Limited

(A wholly owned subsidiary of REC, a 'Navratna CPSE' Under the Ministry of Power, Govt of India)

CIN no of RECPDCL-U40101DL2007GOI165779

Corporate office

1016-1023, Devika Tower, Nehru Place,
New Delhi-110019

Telefax: 011-44128768

Website: www.recpdcl.in

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

Important Dates	
Date of Release of RFP	26.04.2016
Last date of submission of bid	12.05.2016 up to 15:00 Hours
Date of Opening of Technical bid	12.05.2016 at 16:00 Hours
Date of Opening of Financial bid	To be intimated.

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

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

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

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SECTION-I
(RFP INFORMATION)

Name OF ASSIGNMENT: DEVELOPMENT OF WEB & MOBILE APPLICATION FOR DDUGJY SCHEME INCLUDING FACILITY MANAGEMENT SERVICES

Important information

S. No.	Event	Information to the agencies	
1	Date and Time of Release of RFP	26.04.2016	
2	Last Date & Time for online Submission of RFP	12.05.2016 Up to 1500 Hours	
3	Date of Opening of RFP	12.05.2016 at 1600 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.25,000/- (Rupees Twenty Five Thousand Only)	
6	Address for Bid submission/EMD/PBG	Shri. Subhash Chandra Garg, Addl. C. E. O. REC Power Distribution Company Limited, 1016-1023, 10 th Floor, Devika Tower, Nehru Place, New Delhi- 110019, India. Telefax : 011-4128768,44128760/67	
7	Contact Person	Shri. Ajay Kumar , Chief Technical Officer REC Power Distribution Company Limited (RECPDCL) Phone:011-44128767; Fax:011-44128768 Email-co.delhi@recpdcl.in	Shri. Sunil Bisht , Deputy Manager (Technical) REC Power Distribution Company Limited (RECPDCL) Phone:011-44128760; Fax:011-44128768 Email-co.delhi@recpdcl.in

The EMD (Earnest Money Deposit) is to be submitted by all the participating bidders of an amount of Rs. **25,000/- (Rupees Twenty Five Thousand Only)** in the form of irrevocable Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "**Annexure-III**" or Bank Demand Draft drawn in favour of REC Power Distribution Company Limited payable at New Delhi. The EMD of unsuccessful bidder/s will be returned within 90 days from the award of contract and EMD of successful bidder will also be returned after acceptance of work order and submission of PBG (Performance Bank Guarantee) of requisite value.

SECTION-II

PREFACE

INTRODUCTION:

About REC Power Distribution Company Limited (REC PDCL):

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

About Rural Electrification Corporation Limited (REC):

Rural Electrification Corporation Limited (REC), a NAVRATNA Central Public Sector Enterprise under Ministry of Power, was incorporated on July 25, 1969 under the Companies Act 1956. REC a listed Public Sector Enterprise Government of India with a net worth of Rs. 24,857.03 crore as on 31.03.15. Its main objective is to finance and promote rural electrification projects all over the country. It provides financial assistance to State Electricity Boards, State Government Departments and Rural Electric Cooperatives for rural electrification projects as are sponsored by them.

REC provides loan assistance to SEBs/State Power Utilities for investments in rural electrification schemes through its Corporate Office located at New Delhi and 20 field units, which are located in most of the States. The Project Offices in the States coordinate the programs of REC’s financing with the concerned SEBs/State Power Utilities and facilitate in formulation of schemes, loan sanction and disbursement and implementation of schemes by the concerned SEBs/State Power Utilities.

About Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY):

Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) is a Government of India scheme designed to provide continuous power supply to rural India.

The DDUGJY scheme will enable to initiate much awaited reforms in the rural areas. It focuses on feeder separation (rural households & agricultural) and strengthening of sub-transmission & distribution infrastructure including metering at all levels in rural areas. This will help in providing round the clock power to rural households and adequate power to agricultural consumer’s. The earlier scheme for rural electrification viz. Rajiv Gandhi Grameen Vidyutikaran Yojana (RGGVY) has been subsumed in the new scheme as its rural electrification component. For further detail of DDUGJY, please refer guidelines of DDUGJY attached as annexure and also refer website i.e www.ddugjy.in

REC is intending to engage agency (ies) for providing services for Development of Web & Mobile Application for DDUGJY Scheme including Facility Management Service & three year comprehensive warranty for maintenance of Development of Web & Mobile Application for DDUGJY Scheme detailed follows in this tender.

SECTION-III

DETAILED INTENT & OBJECTIVES, SCOPE OF WORK AND PERFORMANCE EVALUATION

A. INTENT AND OBJECTIVES

1. Efficient project management, effective & transparent monitoring of various electrification projects across India under various GoI schemes viz. Deen Dayal Upadhyay Gram Jyoti Yojna (DDUGJY), or any upcoming schemes etc. To Increase the efficiency, reliability and pace in the processes/mechanism involved and movement of information, availability of projects etc.
2. To maintain a centralized database consisting of all information and integrate all the functional areas so that all relevant information is always available with latest & updated information online. This will also ensure accuracy, completeness and consistency of the information and projects.
3. Improvement in the quality of reports.
4. Improvement in the quality of scheme implementation.
5. Real time monitoring of various projects with captured image, video, pictures etc.
6. To ensure accountability.
7. Transparency in all the projects and processes better coordination mechanism involved in project & its record keeping
8. Creation of digital database of all projects/schemes and **MIS generation Dashboard & Graphical representation- Pie Chart, Histogram, Bar Chart etc. at various levels viz. National level, State level, District level, Constituency level etc.** as per the requirement of projects/REC/RECPDCL.
9. Offline Data retention on mobile & synchronization
10. Synchronization with Central Govt./CPSUs/State Govt. portals/database etc. in case of any requirement.
11. Data backup and archival/retrieval.
12. Communication mechanism between various stakeholders & feedback, SMS, Email facility etc. for public representatives, Administrators etc.
13. The application must provide interface to difference users with differential rights to enter the information pertaining to them.
14. The application must be able to send email and SMS to respective registered user to enter/ update the relevant information.
15. Interface with existing database, REC Portal/DDUGJY Portal etc.
16. Free downloads from Google play store, i-tunes and windows app store etc.

B. SCOPE OF WORK

System Study, Design, Development, Installation, Configuration and Commissioning of Mobile application for DDUGJY Scheme including Performance tuning, Security Penetration Testing & Auditing, Backup Activities, Training and on-site comprehensive maintenance support including application admin, system admin & database admin activities like performance tuning, security patch updates, backup, archival / retrieval etc.

In production environment with 3 year warranty maintenance for Mobile Application Development Platform, Hybrid Mobile Application for Smart Feature mobile phones with license as per Technical specification which will meet the objectives. The Mobile Development application services are required for both development and implementation.

Requirements:-

1. Design, Develop, Implement, Install, test, publish and rollout of the developed the Web and mobile applications
2. The platform should support the following application types: Hybrid Applications/Native Applications/ Web Applications (HTML5).
3. Providing onsite support engineer/s for development, maintenance, testing of mobile applications as per requirement of REC.
4. Design the User Interface and User Experience to ensure that the service is user friendly.
5. Structure overall content to make it screen reader friendly.

6. Design of consistent visual elements and Mobile Apps architecture that is scalable and expandable.
7. Resolution independent Mobile Apps that will automatically expand/compress itself as per the device screen resolution.
8. Having some way for users to provide feedback on the mobile apps, a quick way to report bugs or errors.
9. Delivery should be in the form of a published mobile application on each platform in the market place (Play store and Apple store) and will be under the REC accounts of these stores, Each Mobile applications source code will be the property of REC.
10. The developed Mobile should consider the performance measures in terms of memory, CPU consumption.
11. Integration with any existing applications through SOA (service oriented architecture) - Web services/API/ JSON, Social Media platform etc.
12. The solution architecture should be able to address the future scalability requirements, in terms of both application (to add new services) and infrastructure and backend (adding more users).
13. Vendor should provide Security Audit vulnerability clearance certificate from Cert-In empaneled agency before hosting a Web and Mobile Application without any extra cost to REC/RECPDCL.
14. The application should be hosted in SSL environment (https).
15. Supply, Install and Configure the SSL certificate for the application by the vendor without any extra cost to REC/RECPDCL.
16. The platform should support offline storage and authentication of the application.
17. The platform should support HTTPS communication channel to prevent data leakage and maintain information integrity and privacy.
18. The platform should support predefined security configuration to protect web and mobile applications resources against XSRF attacks.
19. The platform should support user certificate provisioning for client-side authentication.
20. The solution should enforce network level security, traffic to be encrypted using secured connectivity.
21. The Apps should provide an update feature in case of newly published version.
22. The mobile applications will be hosted on mobile applications platforms (App store, Play store, etc.) whereas the web application and services and related APIs will be hosted on servers provided by REC .The bidder should give any required assistant to publish the applications.
23. Provide a detailed requirements specifications document.
24. Provide a detailed functional design documents together with detailed functional, nonfunctional and technical specifications of the proposed solution; use case and workflow/activity diagrams considering the integration with backend systems and the integration with any other services.
25. Provide technical documentation: requirements, design, architecture, installation, configuration, etc.
26. Design wireframe for the required Mobile Apps and conduct meetings with REC team to analyze the requirements and agree on the Mobile App UI and user interaction.
27. Integrate with the backend systems (user profile and registration, authentication, application processing, push notifications, etc.).
28. Deliver and provide handover the source code and any additional software components that are developed to fulfill the project requirements.
29. Provide high-level solution architecture describing the Mobile App architecture, used components, frameworks, technologies, backend architecture and integration architecture with backend systems.
30. Provide low-level technical architecture describing connectivity, high availability and security.
31. Provide the list of deliverables for the System Implementation including the needed documentation.
32. The date must be fetched from predefined data in central database and all the data should be directly updated to the central database.
33. The development platform and application server should be using latest open source technologies and database server should be MYSQL/PostgreSQL to facilitate its integration with REC database, DDUGJY database or any other database as per requirement of REC.
34. Ability to work offline while taking reports in remote areas, save multiple reports temporarily until data is sent later via mobile network or WLAN (wi-fi).
35. Report generation in PDF/ MS office formats or any other format as desired by REC/RECPDCL.
36. The App must provide interface to difference users with differential rights to enter the information pertaining to them.
37. The App must be able to send reminder email and SMS to respective registered user to enter/ update the relevant information. SMS Services Application/Module/Gateway to be fully integrate with the application by the vendor at no extra cost to REC/RECPDCL.

38. Helpdesk for employees, training services and Manpower support at Head Office or any other locations as per requirement of REC/RECPDCL.
39. Technical advisory services including but not limited to: final requirements, including non-functional requirements; measurement plan; creative design; application architecture and technical design; security approach; publishing and hosting approach; mobile application management approach.
40. Providing support for enhancements in the mobile application w.r.t latest advancements and troubleshooting during the contract period.
41. Mobile applications developed on development platform provided by the bidder should run on all types of handsets/TAB/Smart phone existing as well as new handsets coming in the market. The bidder shall provide upgrades/patches etc. required for the same without any additional cost.
42. The solution should be designed with redundancy in mind to ensure NIL impact by failure of one or more components / servers or software.
43. If any changes are required in the application, Service provider to initiate change request to be provide the same in form of the document to get it approval from REC/RECPDCL. Accordingly the support/development team will update the contents in the application with proper testing.
44. The vendor will provide support for troubleshooting and enhancements in the services till the warranty period. Enhancement would include inclusion of all new browser/handset/devices/mobile platform OS coming in the market within 1 month of their launch and also new market/industry related functionalities.
45. All required support & services for implementation, smooth operation and maintenance of all the components of the Web Platform and Mobile Application developed/to be developed will be part of the Project.
46. The vendor will have to include version upgrade and enhancements in services on account of industry dynamics as a part of the Annual Maintenance. Any development work of such type will be carried out by the technical team of vendor at no extra cost.
47. Training to be provided by the bidder to user department (REC/RECPDCL) on the overall workflow of the developed application and backend administration at no extra cost as per RECL/RECPDCL requirement.
48. The bidder has to ensure that all interface / license required to connect to iPad, Android etc. will be procured by the vendor in the name of REC/RECPDCL at no extra cost.
49. The Bidder should have necessary arrangement / agreement / certification with Google / Apple /Windows etc. for uploading the application on the respective stores. Bidder has to register the application with apple, android etc. in the name of REC/RECPDCL and should be renewed at no extra cost.
50. The bidder has to integrate with any REC/RECPDCL/Govt. of India various applications in coordination with applications vendor.
51. Development of consistent visual elements and Mobile Apps architecture that is scalable and expandable and W3 compliant.
52. Should provide feedback and change request mechanism on the mobile apps, a quick way to report bugs, and provide suggestions or criticisms.
53. Incorporate analytics into mobile app, to track and identify users experience and actions.
54. App should be easily customizable and easy to administer the Database.
55. Continuity Measures, risk management plan for the continuity of services, application & data backup policy, business continuity plan.
56. Functional Requirement Documentation, App Design Documentation, App Installation guide, App Administration guide and App User Operation document to be provided.
57. Identify Risks if any post App implementation along with mitigation plan.
58. Should provide hardware Server requirements, Memory, Storage Disk space, backup space, platform and other any software required for the proposed Application.
59. List out the assumptions related to load & infrastructure (such as mobile specifications, internet bandwidth etc.) so that response time is always < 30 seconds.
60. Delivery should be in the form of a published app in the respective market place and will be the property of the REC.
61. Real time information via GPS availability
62. Should follow Change Management/Change Request process.
63. Must provide customer support availability 24/7/365 via phone, email, or online support portal.
64. Should support Asynchronous processing, Diagnostics, Data services, Custom Reporting / analytic services, Offline data retention on mobile and Sync to central govt. portal datasets.

65. Proposed Dashboard should support each of the following browsers i.e. Internet explorer, Chrome, Firefox & Safari and mobile devices.
66. The complete solution proposed must be SOA compliant open source standards.
67. Should support GPS mapping, Geo tagging and time stamping of reports, images, videos.
68. Ability to work offline while taking reports in remote areas, save multiple reports temporarily until data is sent later via mobile network (GPRS data capability) or WLAN (Wi-Fi).
69. Report generation with location map embedding, Photos and custom create report templates in specified formats and layouts with appropriate header graphics.
70. Dashboard shall take into consideration, best practice for web security. Efficient, fast loading web interface will be a key usability criterion and drill down.
71. REC may designate contact person for the project to coordinate with the Solution Provider and to provide the required scope of work and any other information as required.
72. The platform should provide the means to manage subscriptions of push notification services.
73. Development & testing environment/infrastructure (i.e. including hardware & software, etc.) to be provide and maintain by successful bidder including the period under onsite comprehensive warranty of 3 years on successful go-live.
74. Bidder has to provide support during deployment of application in the servers.

The application to be implemented through following standard implementation procedure viz:

- a. AS-IS process study including present portal infrastructure of REC/DDUGJY Portals, functionality & Gap analysis etc.
- b. TO-BE design process
- c. Functional Design Document – Identifying Customization Requirements
- d. Design and Development and post production support i.e. changes/suggestion as per requirement of RCE/RECPDCL.
- e. User Acceptance Testing
- f. Final Data Migration etc. if required
- g. Go-Live
- h. Stabilization

C. DELIVERY SCHEDULE WITH TIMELINE: Different deliverables with their timelines as under:

Sl.	Activity	Description and Time Duration
1	I Design& Development:	ii) 1 st Prototype within 30 days from issuance of work order. iii) 2 nd Prototype within 45 days from issuance of work order. iv) 3 rd Prototype within 60 days from issuance of work order. Complete Development, Launching & successful implementation of Mobile application with full features for all mobile operating system i.e Android , ios & windows within the period of 04 months after the issuance of work order.
	II Warranty Period	Three year comprehensive warranty in respect of development of web & mobile application for DDUGJY scheme after Go-live. During the three year warranty period vendor should be responsible to fix any updates, security patches, bug fix, etc.
2	Facility Management Services	During Facility management Service (FMS) the vendor/FMS staff should execute any requirement request by REC/RECPDCL which also includes Change requests management i.e. design, development, technical & functional requirements, testing, security patch, any updates, bug fix, etc. Initially, the requirement of FMS for a period of 24 months which may be extended for another one year based on the satisfactory/successful completion of the services thereof as per requirement at the sole discretion of REC/RECPDCL. In case of extension after two years, Facility Management Services shall be payable at 10% increment from the approved price of previous year for Facility Management Services.

SECTION-IV

INSTRUCTIONS TO BIDDING AGENCIES

This financial bid is invited through open tender to take up the above said work.

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

Submission of the Bid:

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

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

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

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

B. Steps for Registration:

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

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

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

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

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

➤ **General Documents/EMD/PBG**

1. Form-I: Letter for Submission of Bid & Form-II: General criteria details.
2. EMD of Rs. 25,000/- in the form of Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "**Annexure-III**" or Bank Demand Draft drawn in favour of REC Power Distribution Company Limited payable at New Delhi & scanned copy to be uploaded and original to be submitted before the last date & time of Submission of Tender.
3. The Agency qualifying the minimum eligibility criteria mentioned in **Section -IV** should upload duly signed and scanned soft copy of Bid documents given below (as applicable) for the pre-qualifying response:
 - Eligibility / Qualification Criteria Documents.
 - Letter of submission of bid (on Letter Head) as per **Form-I**
 - General Criteria Details as per Form-II as per **Form-II**
 - Weekly and Monthly milestone target for execution work to be proposed by the bidder as per **Annexure-I**
 - Letter of Transmittal per **Annexure-II**
 - Bid Bank Guarantee(Earnest Money) as per **Annexure-III**
4. Integrity Pact as per **Annexure-V** (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)
5. Duly signed acceptance form for participating in Reverse Auction Event as per **Annexure-VI**.
6. Relevant document/Undertaking is to be submitted as per the **clause no. -10 of General Conditions**.

➤ **Financial Bid**

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

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

All the documents should be addressed to.

Addl. Chief Executive Officer

REC Power Distribution Company Ltd.

1016-1023, 10th Floor,

Devika Tower, Nehru Place,

New Delhi – 110019

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

SECTION-V

Eligibility Criteria

S. No	Minimum Qualification Criteria	Documents Required
1	The bidder should be a company incorporated under Companies Act as per Government of India. The Bidder should have been in operation in India for a period of at least for 3 years.	Certificate of incorporation/Registration certificate/ PAN Card/Service tax Registration Certificate should be provided by the bidder
2	Bidder's average annual turnover should be Rs. 17.5 lakhs for last Four financial years (FY 2015-16, 2014-15, 2013-14, 2012-13)	Audited balance sheet of last three FY 2015-16, 2014-15, 2013-14, 2012-13 is to be submitted with summary as cover page on company's letterhead.
3	Bidder should have successfully executed similar projects of development of mobile application in India for any Central/ State Government/ Semi Government/ Public Sector/Private Sector in last four financial years (i) single work order/Contract Value of Rs. 20 lakh or (ii) Two work orders/Contract Value each of Rs. 12.5 lakhs each. or (iii) Three work orders /Contract Value each of Rs. 10 lakhs	Bidder should submit copy of (i) Work order (mandatory) & Any document out of the following : (ii) Payment receipts (iii) Proof of release of performance security after completion of the contract (iv) Proof of settlement/release of final payment against the contract (v) Certificate for successful completion of work/Performance report by the client.
4	The bidder should not be black listed by any Govt./Semi Govt./State Govt./PSU etc.	Undertaking regarding this should be provided by the bidder.

Section-VI

Project Team, Terms and Conditions

1. Project team

A. Design & Development:

Development team should be representative of people with diversified experience in their specific field of expertise in Design, Development of Web & Mobile Application, including experience in portal / system creation, system documentation and fully conversant with the principles and working methods of project management life cycle.

B. Facility Management Service:

Two developers as per following specified eligibility qualification criteria & experience will be deployed on site for Facility Management services for all kind of changes requirement viz. facility management, maintenance, updation, upgradation, change request services & management initially for two years, extendable for further period at the sole discretion of RECPDCL/REC details as mentioned in the contract clause. Bidder/Agency will provide all kind of support to its deployment resources/developers during the facility Management Service period for successful completion of the work.

REC/RECPDCL will provide only office sitting space to two developers and all other facilities viz. laptop, internet or other means required etc. will be arranged by the agencies itself for the assignment.

S. No.	Designation	Qualification	Experience	Role & Responsibilities
1	Developers	BE/BTech/MTech in Computer Science/IT or MCA from recognized Institute, Govt. of India	Minimum 4 years of experience in Design, Development and Testing of Mobile Application Projects	<ul style="list-style-type: none"> • Should be able to code as per given coding standards • Experience of coding on at least two of the given platforms and products • Awareness of CMM level Procedures/ Project Management • It should be ensured that the team composition includes adequate number of people on each platform • Should have experience of implementing appropriate security standards ,Good communication skills • Communicate regularly with technical, applications and operational staff to ensure database integrity and security • Handling web & Mobile Applications
<p>NB:- Payment towards on-site (i.e. at REC/RECPDCL corporate office) deployment of 02 developers under “Facility Management Services” for change request management, Facility management, updation, up gradation etc. shall be fixed on quarterly basis</p> <p>REC/RECPDCL will provide only office sitting space to two developers all other facilities viz. laptop, internet or other means required etc. will be arranged by the agencies itself for the assignment.</p> <p>The working timing will be same as that of the REC/RECPDCL and during the exigency of the work, the bidder may be asked to work even on Saturday/Sunday/ holidays as per requirement of REC/RECPDCL. In case of absence of FMS staff, charges shall deducted on pro-rata basis.</p>				

C. Site Readiness

The bidder may check the sites well in advance to make necessary arrangements for deployment of FMS personnel at respective locations. The responsibility of REC/RECPDCL is limited to providing the required space at each location for these purposes. Bidder has to make good any damage to the building in the process of carrying out the work at no extra cost to REC/RECPDCL.

D. Key Contractor Employees

Bidder shall furnish the following information for the key employees assigned for this project

- Minimum Qualification/Certification as stipulated in qualification
- Contractor needs to take prior approval for the employee before placing him on the account.
- Defined overlap and transition process for any replacement.
- Bidder will ensure continuous service availability and will deploy backup personnel as and when required.

E. Root Cause Analysis

Bidder will be required to provide root cause analysis for all performance and availability problems that occur. Formal root cause analysis will be delivered within 5 days of problem occurrence, including-

- Explanation of the root cause
- Actions taken to resolve the problem

Action plan to prevent reoccurrence, with project plan/tasks required and timing for each major milestone of the correction effort, and identification of RECPDCL/REC's responsibilities in the correction process.

F. Security and Conduct

At all times the bidder shall comply with all security and conduct regulations in effect that REC/RECPDCL requires at its premises or in the protection of its data assets.

G. Representations and Warranties

All services, work, and deliverables will be performed by qualified personnel in a professional and workman like manner, in accordance with the level of industry standards. In addition the Contractor warrants that –

- a) Performance of work will not violate any law, rule or regulation and the bidder will acquire all required permits and licenses.
- b) Should compete as per ISO 27001 standard security policies or any other standard acquired from time to time.

Key Bidder personnel assigned to perform the work will be continuous throughout the term, except as agreed to by REC/RECPDCL or for reasons of termination of employment with Bidder.

2. GENERAL CONDITIONS

1. The bidder should submit the documents through e tendering mode viz. **letter of submission of bid enclosed as Form-I, General criteria details enclosed as form-II, Financial bid/Performa of schedule rates enclosed as form-III, Annexure-I, Letter of Transmittal enclosed as annexure-II.** Original of requisite EMD & Integrity Pact to be submitted in original on or before last date of submission of Bids, fulfilling the above conditions will only be evaluated by the duly constituted evaluation committee. Bids of the bidders not fulfilling the conditions given above may be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.
2. RECPDCL reserve right to ask to submit any document if desired so at any stage & also the right to verify/confirm all original documents & failure to produce the same within the period as and when required and notified in writing by RECPDCL shall result in summarily rejection of the bid.
3. RECPDCL reserves the right to accept or reject any or all requests for engagement without assigning any reason or to accept in parts and engage more than one agency at its sole discretion.
4. 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.
5. RECPDCL reserve the right to accept the whole or its part of part of any responses with any short fall at its sole discretion.
6. RECPDCL reserve the right to call for fresh tenders/financial bid invitation at any stage and /or time as per the present and /or envisaged RECPDCL requirements even if the tender is in evaluation stage or in any stage.
7. RECPDCL reserve the right to modify, expand, restrict, scrap, re-float the tender without assigning any reason for the same.
8. 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.
9. RECPDCL reserves the right to conduct the reverse auction (if required) for the services being asked in the tender. The terms and conditions for such reverse auction event shall be as per the Acceptance Form attached as Annexure VI of this document. The bidders shall mandatorily submit a duly signed copy of the Acceptance Form along with the tender document as a token of acceptance.
10. The bidder must have fully operational office/Head office/Branch office in Delhi/NCR. **Relevant document proof should be submitted by the bidder.** In case if the bidder has no fully operational office/Head office/Branch office in Delhi/NCR, then the successful bidder will set up the office in Delhi/NCR with in 07 days after the issuance of work order. In case of failure, RECPDCL reserves the right to reject the bid.
11. The agency concerned shall also provide Name/Contact Nos./Email IDs/Fax No. of all Key management officials.
12. Completion of assignment in time is most important element of the contract. The progress of work shall be evaluated on weekly basis vis-à-vis proposed milestone target to complete the work.
13. Consortium and joint venture in any form are not allowed. Also, bidders have to note that no sub-contracting / sub-letting are allowed
14. **Integrity Pact:** The bidder has to submit integrity pact as per prescribed format Annexure-V on a **non-judicial stamp paper** of Rs. 100/- in 2 copies duly signed by the person signing the bid. The bidder shall not change the contents of "Integrity Pact". The bidder will upload the scanned copy of the integrity pact on the portal and should submit the original on or before of the last date of the EOI submission.

15. Turnover/Experience of subsidiaries/sister concern companies shall not be considered.
16. Joint venture participation/consortium shall not be considered.

Liquidated damages (LD) for delay for completion of work

1. The timely completion of the assignment is the essence of the contract.

For Development of Web and Mobile Application: In the event of failure to submit the deliverables within the stipulated completion period, the liquidated damages are payable by the agency at 1% (one percent) per week of delay or part thereof on lump sum price quoted on pro rata basis. However, the total liability of the agency under this clause shall be restricted to 10% of the contract value as awarded.

For Facility Management Services: In the event of absence of developers/staff & failure to submit the deliverables/ monthly progress report within the stipulated completion period, the liquidated damages are payable by the agency at 1% (one percent) per week of delay or part thereof on quarterly price on pro rata basis based on L1 price quoted. However, the total liability of the agency under this clause shall be restricted to 10% of the contract value as awarded.

2. If in case of non-compliance/ non-delivery of any change request as placed by REC/RECPDCL & if RECPDCL is of the view that the agency is daily delaying the delivery of the change with lackadaisical attitude and in such cases RECPDCL/REC may issue a warning of 10 days in that respect after the laps of stipulated timeline mentioned in such warning letter may at its liberty to penalize the firm double the amount of their quarterly payment charges and no charges will be payable for that quarter.
3. In case of continued non-satisfactory performance, RECPDCL have the right to withdraw the work & get completed the work at the risk and cost of the agency. Further the agency may be blacklisted for a period of one year or more for participating in any of the bids invited by RECPDCL. Also, RECPDCL would be free to intimate such black listing to various state/central utilities/ Ministry of Power/State Governments/other agencies not to consider the said agency for any assignment including of the same on websites.

SECTION-VII

FINANCIAL BID EVALUATION METHODOLOGY

1.0 Preparation of Financial Bids

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

2.0 Submission of Financial Bid:

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

3.0 Opening of Bid:

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

4.0 Financial Bid :

- 1) Bidders has to quote their rates strictly as per the financial bid format enclosed as form-III should be submitted/uploaded through online/e-tendering mode only.
- 2) The prices shall remain FIRM till entire contract period /completion of the Assignment.
- 3) The prices to be quoted would be exclusive of service tax which shall be payable extra as applicable.
- 4) Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
- 5) Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD of said bidder.

5.0 Earnest Money Deposit (EMD)

5.1 Bidders shall submit, Earnest Money of Rs. 25,000/- (Rs. Twenty Five Thousand only) in the form of irrevocable Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "**Annexure-III**" or Bank Draft drawn in favour of REC Power Distribution Company Limited payable at New Delhi and shall be initially be kept valid up to validity of the offer plus 30 days or such extended period. Tenders not accompanied by the requisite amount of Earnest Money shall be rejected.

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

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

5.3 The EMD shall be returned without interest:

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

6.0 Performance Bank Guarantee (PBG):

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

6.2 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. 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.

7.0 Deviation:

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

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

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

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

CONTRACT

1. Duration/ Period of Contract:

- 1.1. The contract period will be for 28 months i. e 04 months for development of the application & 24 months for Facility Management Services.
- 1.2. In case of extension after two years, Facility Management Services shall be payable at 10% increment from the approved price of previous year for Facility Management Services.

2. Termination of Contract:

- 2.1. The contract shall remain in force as per the award of work or till satisfactory completion of awarded work, whichever is earlier.
- 2.2. However, in case, in the opinion of REC PDCL if the agency is not likely to make up for the delay, indicating poor work, the agency is acting in anyway prejudicial to the completion of project, on adoption of unethical practices etc. the contract may be terminated partly or fully by giving 30 days' notice and the balance works shall be got executed at the risk & cost of the agency.
- 2.3. In case of default in services or denial of services, RECPDCL, at its sole discretion, will be free to avail services of other service providers at the "Risk & Cost" of the defaulter.

3.0 Terms of Payment:

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

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

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

(1) For Design & Development:

- (i. 40% payment:** After successful Complete Development & Go Live of Web & Mobile application i.e. android/ios/window subject to acceptance of REC/RECPDCL.
- (ii. 40% payment:** After successful completion of 2 months of operation of Web & Mobile applications after complete Go Live subject to acceptance of REC/RECPDCL.
- (iii. 20% payment:** After the successful completion of two years of the warranty period.

(2) For Facility Management Services:-

Total Charges approved by REC/RECPDCL for Facility Management Service activity shall be fixed for payment towards on-site deployment of 02 developer on quarterly basis for Facility management, updation, up gradation, change request management etc. Bidder/Agency will provide all kind of support to its deployment resources/developers during the facility Management Service period for successful completion of the work. However, such calculated amount shall be payable on quarterly basis based on rate quoted by agency as per financial bid format.

4.0 Tax Deduction at Source:

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

5.0 Force Majeure

The REC PDCL and Agency shall ensure due compliance with the terms of this tender/Work order. However no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the tender/Work order to the extent that such a failure is due to force Majeure events which include fire, riot, strike, 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.

General Conditions

1.0 Disputes Resolution & Arbitration

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

2.0 Jurisdiction of Courts etc.

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

3.0 Sub-contracting

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

4.0 Letter of Transmittal

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

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

Letter for Submission of Bid

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

Sub.: Engagement of Service Agency

Sir,
1. With reference to your Financial Bid No. _____ dated _____ for Development of Web & Mobile Application for DDUGJY Scheme including Facility Management Services, I wish to apply for engagement with REC/RECPDCL .

Further, I hereby certify that-

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

Development of Web & Mobile Application for DDUGJY Scheme including Facility Management Services.**GENERAL CRITERIA DETAILS**

1. THE FIRM : _____
2. Name : _____
3. Regd. Address :
a) Address of Office : _____

b) Contact Person's
i. Name & Design.: _____
ii. Address : _____

iii. Tel No. Landline Mobile: _____
iv. Email ID : _____
4. Type of Firm (Please tick): Private Ltd./ Public Ltd./ Cooperative/Partnership/Proprietor
5. PAN No. : _____
6. Service Tax Reg. No.: _____
7. E.M.D. Details : Rs. _____
DD No. _____
Name & Address of Bank: _____

Signature.....

Full Name.....

Designation.....

Address.....

Financial Bid

Name of the Bidder: _____

Sr. No.	Particular	Unit	Qty.	Period (In Months)	Rate	Total Amount (Rs.)
	A	B	C	D	E	F
1	Development of Web And Mobile Application for DDUGJY Scheme i.e. Android, ios & windows including 3 year on-site warranty inclusive of all taxes & duties except service taxes. (Service tax+ any cess shall be payable extra as applicable time to time)	Lump Sum	1	-		
2	Deployment of 2 nos. of Developers during the Facility Management Service	Per Developer Per Month	2	24		
3	Grand Total (In Rs.) (In Figures)					
4	Grand Total (In Rs.) (In Words)					

Remarks: Grand total calculated above at Sr. No. 3 is for evaluation purpose only. However Payment to successful bidder for execution of assignment/work shall be made as below:

1. Payment towards "Development of Web and Mobile Application for DDUGJY Scheme" shall be done based on quoted rate in cell "1E" as per the payment terms laid down in the tender.
2. Rate for "Deployment of 2 nos. of Developers during the Facility Management Service" shall be quoted per developer per month. However, payment towards "Deployment of 2 nos. of Developers during the Facility Management Service" shall be done quarterly based on per developer per month rate quoted in cell "2E" as per the payment terms laid down in the tender.
3. Initial engagement of the developers shall be for a period of two year after Go Live of application, on successful/satisfactory completion of service. However, In case of extension of Facility Management Services payment shall be done with 10% increment from the approved price of last year for Facility Management Services.

Note:

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

Authorized Signatory:

Address:

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

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

LETTER OF TRANSMITTAL

To: [Name and address of Client]

.....

.....

.....

Dear Sir/s,

I/We, the undersigned, have examined the details given in your Request for Proposal dated **[Insert Date]** for Development of Web & Mobile Application for DDUGJY Scheme including Facility Management Service. We accept all the terms & conditions of the bid document without any deviation and submit the Bid. We hereby certify that M/s _____ or its group companies have not been awarded any work for & shall not be a competitor to REC during contract period in case the contract is awarded.

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

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

BID BANK GUARANTEE (EARNEST MONEY)

(To be stamped in accordance with Stamp act)

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

(Name of the Bank)

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

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

(Name of Tenderer)

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

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

AND WHEREAS, we _____

(Name of Bank)

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

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

We further agree as follows:-

1. That RECPDCL may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between RECPDCL and the Tender AND the said Bank shall not be released from its liability under these presents by an exercise by RECPDCL of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the RECPDCL or any indulgence by RECPDCL to the said Tenderer or any other matter or thing whatsoever.

2. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to RECPDCL in terms thereof.
3. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RECPDCL in writhing and agree that any charges in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

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

In witness where of the Bank has subscribed and set its name and seal here under

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

PERFORMANCE BANK GUARANTEE

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

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE NO.: _____

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

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

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

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

This letter of Guarantee will expire on _____ including 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.

INTEGRITY PACT

Between

REC Power Distribution Company Limited
having its Registered Office at Core-4 Scope complex

herein after referred to as

"RECPDCL",

and

[Insert the name of the Bidder]

having its Registered Office at _____
(Insert full Address)

Hereinafter referred to as

"The Bidder"

Preamble

RECPDCL intends to engage, under laid-down organizational procedures, agency for **Development of Web & Mobile Application for DDUGJY Scheme including Facility Management Services**

(Signature) _____
(For & On behalf of RECPDCL)

(Signature) _____
(For & On behalf of Bidder)

Development of Web & Mobile Application for DDUGJY Scheme including Facility Management Services has relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders.

In order to achieve these goals, RECPDCL and the above named Bidder enter into this agreement called '**Integrity Pact**' which will form a part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of RECPDCL

(1) RECPDCL commits itself to take all measures necessary to prevent corruption and to observe the following principles :

a) No employee of RECPDCL, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.

b) RECPDCL will, during the tender process treat all Bidder(s) with equity and fairness. RECPDCL will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) RECPDCL will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/Agencies participating in the Bidding/Tendering process

(2) If Chairman RECPDCL obtains information on the conduct of any Employee of RECPDCL which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II - Commitments of the Bidder

(1) The Bidder commits himself to take all measures necessary to prevent corruption. He Commits himself to observe the following principles

(Signature) _____
(For & On behalf of RECPDCL)

(Signature) _____
(For & On behalf of Bidder)

during his participation in the tender process and during the contract execution:

a) The Bidder will not, directly or through any other person or firm, offer, promise or give to RECPDCL, or to any of RECPDCL's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.

b) The Bidder will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by RECPDCL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.

e) The Bidder will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.

f) The Bidder will not misrepresent facts or furnish false/ forged documents/ information in order to influence the bidding process or the execution of the contract to the detriment of RECPDCL.

(2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(Signature) _____
(For & On behalf of RECPDCL)

(Signature) _____
(For & On behalf of Bidder)

Section III- Disqualification from tender process and exclusion from future Contracts

(1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, RECPDCL may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

(2) If the Bidder has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, RECPDCL may after following due procedures also exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.

(3) If the Bidder can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, RECPDCL may revoke the exclusion prematurely.

Section IV - Liability for violation of Integrity Pact

(1) If RECPDCL has disqualified the Bidder from the tender process prior to the award under Section III, RECPDCL may forfeit the Bid Guarantee under the Bid.

(2) If RECPDCL has terminated the contract under Section III, RECPDCL may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

(1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.

(Signature) _____
(For & On behalf of RECPDCL)

(Signature) _____
(For & On behalf of Bidder)

(3) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders

(1) RECPDCL will enter into agreements with identical conditions as this one with all Bidders.

(2) RECPDCL will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

If RECPDCL obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if RECPDCL has substantive suspicion in this regard, RECPDCL will inform the Chief Vigilance Officer (CVO)/Competent authority.

Section VIII - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section IX - Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of RECPDCL. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) Views expressed or suggestions/submissions made by the parties and the recommendations of the competent authority/CVO in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

(Signature) _____
(For & On behalf of RECPDCL)

(Signature) _____
(For & On behalf of Bidder)

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature) _____
(For & On behalf of RECPDCL)

(Signature) _____
(For & On behalf of Bidder)

(Office Seal)

(Office Seal)

Name: _____

Name: _____

Designation: _____

Designation: _____

Witness 1: _____

Witness 1: _____

(Name & Address) _____

(Name & Address) _____

Witness 2: _____

Witness 2: _____

(Name & Address) _____

(Name & Address) _____

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

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

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

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

Signature & Seal of the Bidder