



## **Request for Proposal (RFP)**

### **Supply & Installation of Printers**

#### **INVITATION TO BIDS**

**Reference Number: 02:09:160:I:13-14:PUR\_Printers dated 11.11.2013**

**POWER FINANCE CORPORATION LIMITED  
(A Govt. of India Undertaking)  
Corp. Office: Urjanidhi, 1 Barakhamba Lane, Connaught Place,  
New Delhi-110001, India**



**POWER FINANCE CORPORATION LIMITED**  
(A Govt. of India Undertaking)  
Corp. Office: Urjanidhi, 1 Barakhamba Lane, Connaught Place,  
New Delhi-110 001, India

**INVITATION TO BID**

Ref. No. 02:09:160:I:13-14:PUR\_Printers

Date: 11.11.2013

1. Power Finance Corporation Ltd. intends to procure Printers for their Corporate Office situated in Delhi.
2. Interested bidders may obtain further information from the Office of Power Finance Corporation Limited, Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110001, India.
3. Bids shall be received upto **1100 hrs. on 26.11.2013** through <https://www.tcil-india-electronictender.com>. **Technical & Commercial Bids** shall be opened on the same day at 1130 hrs (IST). The time table for bid process is as follows:

Issue of RFP	<b>11.11.2013</b>
Date of commencement of sale of RFP (from <a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a> )	<b>11.11.2013</b>
Last Date of Sale of RFP (from <a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a> )	<b>26.11.2013</b> upto <b>1030 hrs</b>
Last Date & Time for receipt of Bid (on <a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a> )	<b>26.11.2013</b> upto <b>1100 hrs</b>
Date & Time of Opening of Technical & Commercial Bids through e-procurement	<b>26.11.2013</b> <b>1130 hrs</b>
Date & Time of Opening of Price Bids	To be intimated later on to the eligible bidders
Place of submission of Bids	<a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a>
Place of Opening of Bids	At PFC office through e-procurement
Address for communication	Tel : 011-23456367 Fax : 011-23456300 Email : -

4. Bidders / tenderers will have to make offline payment of Rs.500/- in the form of separate Banker's Cheque in favour of "Power Finance Corporation Ltd." payable at New Delhi on a/c of cost of tender document to be **procured from e-tender portal**. The demand draft/banker's cheque in original may please be forwarded to us before the date of opening of technical bid through e-procurement. Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque. Tender received without the tender cost i.e. Rs. 500/- will not be considered for any reasons. **Scanned copy of demand draft to be uploaded** along with bid on the e-portal.

**Official tender documents have to be procured/ downloaded from <https://www.tcil-india-electronictender.com> after registration on the above website for participation in the tendering process before the closure date of sale of tender documents.**  
However, a free copy of tender documents is also available on above website as well as PFC website for **viewing purpose only**.

**Note: Bidders are advised to start the registration process on the <https://www.tcil-india-electronictender.com> as early as possible as it may take a few days so as to avoid any delay in bid submission (upload) stage.**



5. Minimum Qualifying Requirements: The bidding is open to all qualified bidders who fully meet the following minimum qualifying requirements and provide satisfactory evidence in support, failing which their bid may be rejected :

- (i) Bidder shall be an Indian Company / firm engaged in Supply & Installation of Printers for last two years in Delhi/ NCR and having its sales & maintenance branch office in Delhi/ NCR;
- (ii) Bidder should be an Authorised dealer / representative of Original Equipment Manufacturer (OEM);
- (iii) Bidder must have executed at least 3 (three) work orders of similar work (as specified in clause (i) above) in preceding 3 (three) years (i.e. 2010-11, 2011-12 and 2012-13 financial year) and up to bid submission date out of which one order must be of Rs. 10.5 lakhs or more.

Documents to this effect i.e. copy of PO or relevant Completion Certificate or any other supporting document (like confirming supply of material or installation report or release of payment by purchaser towards invoice etc.) must be uploaded with technical bid through e-procurement in support of the above;

- (iv) Bidder should have valid Registration No. of Sales Tax/VAT/Service Tax, whichever is applicable;
- (v) Bidder should have PAN No.;
- (vi) Owner reserves the right to carry out capability assessment of the Bidders and Owner's decision shall be final in this regard; and

The bidder shall **upload** all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

6. All Technical, Commercial Bids and Price Bids must be submitted at the <https://www.tcil-india-electronictender.com>. All bids must be accompanied by a bid guarantee (EMD) for an amount of Rs. 30,000/- as specified in the RFP and any bid not accompanied by the required bid guarantee (EMD) shall not be opened. **Scanned copies** of banker's cheque or demand draft on a/c of tender cost and bid guarantee (EMD) need to be uploaded while submitting bids. Technical Bids will be opened in the presence of the bidders' representatives who choose to attend on the specified date and time. Price Bids of technically qualified bidders will be opened in the presence of the bidders' representatives on a separate date and time which will be intimated separately.

7. **Original copy of banker's cheque or demand draft on a/c of tender cost and bid guarantee (EMD) should reach at the below mentioned address before the due date & time of opening of technical bid i.e. 26.11.2013 :**

**General Manager (Administration)**  
**Power Finance Corporation Ltd. "Urjanidhi",**  
**1 Barakhamba Lane, Connaught Place, New Delhi – 110 001**

The Bidders may also send banker's cheque/demand draft by registered post so as to reach above address before bid closing date and time.

8. No further discussion/ interface will be granted to bidders whose bids have been disqualified. Power Finance Corporation Limited reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever.

**Note:** The cost of the tender document in **no case** is to be included with EMD.



**POWER FINANCE CORPORATION LIMITED**  
**Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110 001**

**No. 02:09:160:I:13-14:PUR\_Printers**

**Date: 11.11.2013**

**Sub: Supply & Installation of Printers**

Dear Sir,

Power Finance Corporation Ltd., a Govt. of India Undertaking under the Administrative Control of Ministry of Power invites bids for **“Supply & Installation of Printers”** at Regd. Office at **“Urjanidhi”, 1 Barakhamba Lane, Connaught Place, New Delhi – 110 001.**

The following documents are enclosed which need to be uploaded on (from <https://www.tcil-india-electronictender.com>) duly digitally signed in token of acceptance along with **Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees Thirty Thousand only).**

<b>S. No.</b>	<b>Description Tender Documents</b>	
1.	General Purchase Conditions (Section - GPC)	Annexure I
2.	Instruction to Bidders (Section – INB)	Annexure II
3.	Detailed Technical Specifications (Section – DTS)	Annexure III
4.	Bidders Data Sheet	Annexure IV
5.	Schedule-1 (Qualifying Requirement Data) Schedule-2 (Technical Deviations) Schedule-3 (Commercial Deviations)	Annexure V
6.	Format for Quoting Rates	Annexure VI
7.	Letter of Authority from OEM – Proforma Proforma for Bank Guarantee for Bid Guarantee Proforma for Bank Guarantee for Contract Performance Special Instruction for e-tendering	Appendix –I Appendix –II Appendix –III Appendix –IV

The bidders are required to submit EMD i.e. Rs. 30,000/- in the form of Demand Draft/Banker's Cheque drawn in favour of “Power Finance Corporation Ltd.” payable at New Delhi. Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque submitted in support of tender document.

**Or**

The bidders may submit an irrevocable bank guarantee as per Clause 5 of GPC from any Nationalized Indian Bank or reputed commercial bank equivalent to Rs. 30,000/- in favour of Power Finance Corporation Ltd., New Delhi in the format furnished in Appendix.

In case no deviation is proposed in any of the clauses of technical or commercial enunciated in tender document, the bidders are required to **specify NIL categorically in Annexure V**, Schedule 2&3. Non-submission of Annexure V, Schedule 2&3 will amount to no deviation from tender documents.



**SECTION GPC**

**GENERAL PURCHASE CONDITIONS**

**1.0 DEFINITION OF TERMS**

- 1.1 The Contract' means the agreement entered into between Owner and Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 'Owner' shall mean the Power Finance Corporation Limited., New Delhi, India (A Government of India Undertaking) having its Corporate office at "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi – 110 001 and shall include their legal representatives, successors and assigns
- 1.3 'Contractor' or 'Manufacturer' shall mean the Bidder whose bid will be accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 1.4 'Sub-Contractor' shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person.
- 1.5 'Engineer' shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purpose of the Contract by the Owner.
- 1.6 'Consulting Engineer'/ 'Consultant' shall mean any firm or person duly appointed as such from time to time by the Owner.
- 1.7 The terms 'Equipment', 'Stores', and 'Materials' shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 1.8 'Works' shall mean and include the furnishing of equipment/materials at site and if required, supervision of unloading, storage, handling at site, erection, testing & commissioning and putting into satisfactory operation as defined in the Contract.
- 1.9 'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other Schedules and drawings as may be mutually agreed upon.
- 1.10 'Site' shall mean and include the land and other places on, into or through which the Works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.
- 1.11 The term 'Contract Price' shall mean the lumpsum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.
- 1.12 'Manufacturer's Works' or 'Contractor's Works' shall mean the place of Works used by the manufacturer, the Contractor, their collaborators/associates or Sub-Contractors for the performance of the Contract.
- 1.13 'Inspector' shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment, stores or Works under the Contract and/or the duly authorised representative of the Owner.



- 1.14 'Notice of Award of the Contract' / 'Letter of Award' / 'Telex of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 1.15 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of award has been issued.
- 1.16 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.  
A 'Week' shall mean continuous period of 7 (seven) days.
- 1.17 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.18 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc., is understood to be a function of the Owner/Engineer.
- 1.19 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.
- 1.20 Start up' shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially completed, to the state ready for trial operation. The start up period shall include preliminary inspection and checkout of equipment and supporting sub-system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut down, inspection and adjustment prior to the trial operation period.
- 1.21 'Initial operation' shall mean the first integral operation of the complete equipment covered under the Contract with the sub-system and supporting equipment in service or available for service.
- 1.22 'Trial operation', 'Reliability Test', 'Trial Run', 'Completion test', shall mean the extended period of time after the start up period. During this trial operation period the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.
- 1.23 'Performance and Guarantee Test' shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 1.24 The term 'Final Acceptance' shall mean the Owner's written acceptance of the Works performed under the Contract, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
- 1.25 'Commercial Operation' shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the Owner to be available for continuous operation at different loads upto and including rated capacity. Such declaration by the Owner, however, shall not relieve or prejudice the Contractor of any of his obligations under the Contract.
- 1.26 'Warranty Period'/'Maintenance Period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the Works performed under the Contract.



1.27 'Latent Defects' shall mean such defects caused by faulty design, material or workmanship which cannot be detected during inspection, testing etc. based on the technology available for carrying out such tests.

## 2.0 SUBMISSION OF BIDS

2.1 The entire process of bidding shall be through e-procurement/e-tendering at (from <https://www.tcil-india-electronictender.com>). If require any brochures/specifications relating to items in such case their scan copy to be uploaded in technical bids.

## 3.0 SEALING AND MARKING OF BIDS

3.1 The envelope containing banker's cheque/demand draft on a/c of tender cost fee and EMD shall indicate the name and address of the Bidder to enable the envelope to be returned unopened in case it is declared "late" or "rejected".

## 4.0 DEADLINE FOR SUBMISSION OF BIDS

4.1 Bids submitted by fax/telegram will not be accepted. No request from any Bidder to the Owner to collect the proposal from airlines, cargo agents etc. shall be entertained by the Owner.

4.2 Envelopes containing baker's cheque/demand draft on a/c of tender cost fee and EMD must be received by the Owner at the address specified above, not later than the time & date mentioned in the Invitation to Bid.

4.3 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Invitation to Bid/ RFP, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

4.4 No documents will be accepted in hard copy except EMD and tender cost and all the relevant documents, data etc. are to be uploaded at e-tender portal i.e. <https://www.tcil-india-electronictender.com> only.

## 5.0 EARNEST MONEY DEPOSIT (EMD) / BID GUARANTEE

5.1 Each bid shall be accompanied by a Bid Guarantee amounting to Rs.30,000/- in one of the form listed out herein below:

5.2 The bid guarantee shall be valid for a period of three calendar months from the date of bid opening which shall be extended from time to time as desired by Purchaser. The successful Bidder shall keep his bid guarantee valid till one month beyond the submission of Contract Performance Guarantee.

### 5.3 The bid guarantee may be submitted in one of the following forms:

(a) A crossed bank draft in favour of Power Finance Corporation Ltd., New Delhi, payable at New Delhi form a Nationalized Bank or a reputed commercial bank of the Bidder's country.

(b) An irrevocable bank guarantee from any Nationalized Indian Bank or reputed commercial bank of the Bidder's country in favour of Power Finance Corporation Ltd., New Delhi in the proforma enclosed herewith as APPENDIX –II.

5.4 Any bid, not accompanied by the bid guarantee is able to be rejected by the Owner as non-responsive.



- 5.4.1 Bid Guarantee of the unsuccessful bidder shall be returned after the acceptance of the Purchase Order by the successful bidder.
- 5.4.2 The bid guarantee of the successful bidder shall be returned after the said bidder submits the contract performance guarantee (10% of the contract price) in specified form and its acceptance.
- 5.4.3 The Bid Guarantee may be forfeited without any notice or proof of damages etc.
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid form.
- Or**
- (b) In the case of a successful Bidder if the Bidder fails:
- (i) To accept Letter of Award/Purchase Order incorporating the agreements reached during pre-award discussion unconditionally.
- 5.4.4 No interest will be payable by the owner on the above bid guarantee.

## **6.0 MODIFICATION AND WITHDRAWAL OF BIDS**

- 6.1 No bid may be modified subsequent to the deadline for submission of bids.
- 6.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the forfeiture of bid security.

## **7.0 INFORMATION REQUIRED WITH THE PROPOSAL**

- 7.1 The following information shall be required with technical bid in the form of scanned copies, if required.
- 7.2 The complete information shall be provided by the Bidder in the form of separate sheets, drawing, catalogues, etc.
- 7.3 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 7.4 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- 7.5 In case the 'Bid Proposal' information contradicts RFP requirements, the RFP requirements will govern, unless otherwise brought out clearly in the technical/commercial deviation schedules.

## **8.0 OPENING OF BIDS BY THE OWNER**

- 8.1 The Bids shall be opened by the Owner on any date after the last date fixed for Bid receipt as specified in Invitation of Bids or in the case any extension has been given thereto, after the extended Bid submission date notified to all Bidders.
- 8.2 The Bidders' names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid guarantee and such other details as the Owner, at its discretion may consider appropriate, will be announced at the opening.
- 8.3 No electronic recording devices will be permitted during bid opening.





## **9.0 CLARIFICATION OF BIDS**

- 9.1 To assist in the examination, evaluation and comparison of bids the Owner 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 the price or substance of the bid shall be sought, offered or permitted.

## **10.0 PRELIMINARY EXAMINATION**

- 10.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 10.2 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 total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid Guarantee forfeited.
- 10.3 The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices, furnished in the specified price schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.
- 10.4 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the RFP. For the purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the RFP without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these RFP documents and specifications. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 10.5 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

## **11.0 PRICE**

- 11.1 The Bidder shall quote Firm prices valid till the complete execution of the order.
- 11.2 The Bidder shall quote on FOR Destination basis inclusive of packing, forwarding, freight, insurance charges, taxes & duties, installation charges, testing and commissioning charges etc, if any.
- 11.3 The Bidder shall quote, item wise unit and lot prices for all the material and services (if any).

## **12.0 TAXES AND DUTIES**



- 12.1 All the Bidders are requested to familiarize themselves with the laws, rules and regulations prevailing in India and consider the same while developing and submitting their Proposal.
- 12.2 All Customs duties, Excise Duties, Sales Tax and other levies payable by the bidder on goods, equipments, components, Sub-assemblies, raw materials & any other items used for their consumption or dispatched directly to owner by the contractor or their sub-suppliers shall be included in the bid price & any such taxes, duties, levies additionally payable will be to bidder's account & no separate claim on this account will be entertained by the owner.
- 12.3 The Contractor shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the Owner or the Contractor in pursuance of the Contract. Tax liability, if any, on Contractor's personal income & property shall be borne by the Contractor and shall be the responsibility of the Contractor as per Tax Laws of India.
- 12.4 PFC shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Contractor under the contract.
- 12.5 As regards the Indian Income Tax, surcharges on Income Tax and any other Corporate tax, PFC shall not bear any tax liability, whatsoever, irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of Contractors is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of Direct Taxes, Government of India.
- 12.6 If any rates of taxes/duties/levies (hereinafter called 'Tax') are increased or decreased, a new Tax is introduced, an existing Tax is abolished or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, 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 in to account any such change by addition to the Contract Price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between the Owner and the Contractor and not on procurement of components/products/services etc. by the Contractor and shall also not be applicable on the bought out items dispatched directly from sub vendor's works to site.

### **13.0 INSURANCE**

- 13.1 The seller at his cost shall arrange, secure and maintain all insurance as may be pertinent and obligatory in terms of law to protect his interest and interests of the Owner against all perils. The responsibility to maintain adequate insurance coverage at all times till the equipment/materials "Taken Over" by the Owner shall be of Seller alone. The insurance covers to be taken by the seller shall be in the name of Owner. The seller shall however be authorized to deal directly with the insurance company.
- 13.2 Any loss or damage to the equipment/material during handling, transportation till sixty (60) days after the equipment/material under the contract reach Purchaser's warehouse shall be to the account of seller. The insurance policy to be taken by seller should be on warehouse to warehouse basis valid for a period of sixty days beyond the receipt of material by the Purchaser's consignee as stipulated in the Purchase Order. The seller shall be responsible for preference of all claims and make good for the damages or loss by way repairs and/or replacement of the material damaged or lost. The transfer of title shall not in any way relieve the seller of the above responsibilities during the period of Contract.
- 13.3 The insurance required to be taken by seller shall cover all risks including war, strike, riots and civil commotion etc. The scope of such insurance shall be adequate to cover the replacement/re-installment cost of the materials delivered at site. Notwithstanding the extent of insurance cover the amount of claim available from the underwriters and the time at



which claim is available from the under underwriters, the seller shall be liable to make good the full availability as per Owner's requirements.

#### **14.0 BID CURRENCIES**

14.1 Prices shall be quoted in Indian Rupees only.

#### **15.0 PERIOD OF VALIDITY OF BIDS**

15.1 Bids shall remain valid and open for acceptance for a period of 4 months after the date set for Bid opening.

#### **16.0 BID OPENING – E-Procurement**

16.1 Those bids whose bid guarantee and tender cost fee is not submitted before the due date and time shall not be opened. The Purchaser will examine all other Bids to determine whether they are complete, whether the requisite Bid Guarantees have been furnished, whether the documents have been properly uploaded, and whether the Bids are generally in order.

#### **17.0 PROCESS TO BE CONFIDENTIAL**

17.1 Any effort by a bidder to influence the Purchaser in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning the award of Contract, may result in the rejection of his Bid.

#### **18.0 CORRECTION OF ERRORS**

18.1 Bids determined to be sub-sequentially responsive will be checked by the Purchaser for any arithmetic errors in computation and summation, Errors will be corrected by the Purchaser as follows:

- a) where there is discrepancy between amounts in figures and in words, the amount in words will govern.
- b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.

18.2 The amount stated in the Bid Form will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and the Bid Guarantee forfeited.

#### **19.0 TIME SCHEDULE**

19.1 The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule specified in the bidding documents and incorporated in the Contract for supplies and services.

#### **20.0 EVALUATION AND COMPARISON OF BIDS**

20.1 The Purchaser will evaluate and compare the Bids previously determined to be substantially responsive to the requirements of the e-bidding documents, pursuant to Clause 12.0 above.



- 20.2 In evaluating Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- a) Making any corrections for errors pursuant to Clause 12.0
  - b) Excluding provisional sums
  - c) Making an appropriate adjustment for any other acceptable quantifiable deviations subject to responsiveness test at Clause 11.2
- 20.3 Bidder shall state their Bid price for the payment schedules outlined in the specifications. Bids will be evaluated on the basis of this base price.
- 20.4 The purchaser reserves the right to accept or reject any variation, deviations or alternative offered. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Purchaser shall not be taken into account in Bid evaluation.
- 20.5 Sales tax and other levies legally payable on the transaction between the Purchaser, the bidder & sub-supplier shall be taken into account for Bid evaluation.
- 20.6 Bid evaluation will be carried out package-wise and award for each package shall be made on the basis of least evaluated cost to the Purchaser.

## **21.0 AWARD CRITERIA**

- 21.1 The Purchaser will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the bidding documents and has been determined as the lowest evaluated bid pursuant to Clause 20 above, provided further that the bidder has the capability and resources to carry out the Contract effectively.

## **22.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 22.1 The Purchaser reserves the right to accept or reject any e-Bid and to annul the e-bidding process and reject all e-Bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidders of the grounds for the Purchaser's action.

## **23.0 NOTIFICATION OF AWARD**

- 23.1 Prior to the expiry of the period of Bid validity prescribed by the Purchaser, the Purchaser will notify the successful bidder by Cable, confirmed in writing by registered letter, that his Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'Notification of Award'/'Letter of Award') shall name the sum which the Purchaser will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the 'Contract Price'). Within 5 days of receipt of the 'Notification of Award'/'Letter of Award' the successful bidder shall sign and return a copy of the same to the Purchaser as acknowledgement of receipt of the same.
- 23.2 The Notification of Award will constitute the formation of the Contract.

## **24.0 DELIVERY/SHIPMENT TERMS**

- 24.1 All the equipment/materials shall be dispatched to destination on FOR destination basis within the delivery period as stipulated in the Purchase Order/LOA.

## **25.0 SECURITY DEPOSIT**



- 25.1 In case of bidders who had submitted an unconditional and irrevocable bank guarantee in support of EMD, the awardee is required to furnish DD amounting to Rs. 30,000/- on a/c of Security Deposit along with acceptance of the contract within 10 days from the date of receipt of Work Order.
- 25.2 The Bank Guarantee shall be issued from (a) a Public Sector Bank or (b) a Scheduled Indian Bank.
- 25.3 Failure of the successful bidder to comply with the requirements of Clause 23.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Guarantee, in which case the Purchaser may make the award to the next lowest evaluated bidder or call for new Bids.

## **26.0 LOCAL CONDITIONS**

- 26.1 It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the performance of the Contract covered under these specifications and documents.

## **27.0 PAYMENT TERMS**

- 27.1 100% of the ex-works price, plus packing, forwarding, freight and insurance charges, taxes and duties shall be payable to the supplier, for the indigenous equipment, within 15 days of receipt, installation, testing, commissioning and Taking Over the equipments/materials at the desired premises of the consignee in satisfactory working condition. The payment will be released only after verification of the bill by the Indenting Unit.

## **28.0 INSPECTION –CHECKING- TESTING**

All materials/equipments manufactured by the supplier himself and/or by his sub-vendor against the purchase order shall be subject to inspection, check and/or test by the purchaser or his authorized representative at all stages and places, before, during and after his manufacturing.

Inspection by the Purchaser and/or his authorized representative or failure by the Purchaser and/or his authorized representative to inspect the material/equipment shall not relieve the supplier of any responsibility or liability.

## **29.0 ACCESS TO SUPPLIERS PREMISES**

The Owner and/or his authorized representative shall be provided access to Vendor's and or his sub-Vendors premises, at any time during the pendency of the order for expediting, inspection, checking etc. of the progress of the work.

## **30.0 REMOVAL OF REJECTED GOODS AND REPLACEMENT**

If upon deliver, whether inspected and approved earlier or otherwise the material/equipment is not in conformity with the specifications the same shall be rejected by the Purchaser or his duly authorized representative and notification to this effect will be issued to the Vendor normally within 30 days from the date of receipt of the material at the work/site/office.

The Supplier shall arrange removal of the rejected items within 15 days of the notice of rejection failing which the owner shall be at liberty to dispose off such rejected items in any manner as he may think fit. All expenses incurred by the Owner in disposing off the rejected items including money paid to the Supplier shall be recoverable from the Supplier.

## **31.0 SOURCE OF SUPPLY**



The Vendor will ensure that the indigenous capacity is utilized to the fullest extent possible in execution of this order. Where imports are unavoidable, all such items shall be imported by the Vendor in good time against his own import license without affecting the contractual delivery date/delivery schedule.

### **32.0 PACKING AND MARKING**

- 32.1 All goods shall be securely packed in cases, bundles, crates etc. suitable for rail / road / sea / air transport. All exposed services / connections / protrusions shall be properly protected.
- 32.2 All exposed parts shall be packaged with due care and the packages should bear the words "WITH CARE". The packing of the goods to be transported by rail/road/sea shall be as per the conditions laid down by the appropriate authorities and the Vendor shall obtain clean railway/goods receipt/Bill of lading/Air way Bill in favour of the consignee without any qualifying remarks. All packages and unpackaged materials shall be marked on at least two places indicating the name of the Purchaser, Consignee, Purchase Order number, Gross and net weights and dimension with indelible paint in English, in case of bundles, metallic plates marked with the above details shall be tagged to such bundles.
- 32.3 All goods should be dispatched as per the relevant terms of the Purchase Order. In case any other mode of transport has to be resorted to other than that mentioned in the Purchase Order, the same shall be done only after obtaining prior approval in writing from the Purchaser. All movements, sanctions, loading permission etc. from the Railway Authority shall be obtained by the Vendor.
- 32.4 The Vendor shall communicate the relevant dispatch particulars immediately on dispatch by FAX/Telex/Telegrams to the consignee as specified in the Purchase Order. The vendor shall also forward original and copies of dispatch documents to the concerned authorities as required in the Purchase Order within two days from the date of dispatch failing which the vendor shall be responsible for any delay in payments for that consignment for want of documents and consequent demurrage, and wharfage and detention charges etc.

### **33.0 WARRANTY**

As explained in detail vide Clause 10.0 of Detailed Technical Specifications.

### **34.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION**

- 34.1 In case of any delay in execution of the order beyond stipulated date of delivery work schedule, including any extension permitted in writing, the Owner reserves the right to recover from the vendor a sum equivalent to ½ (half percent) of the value of delayed material/equipment or unperformed services for each week of the delay and part thereof subject to a maximum of 5% of the total value of the order.
- 34.2 Alternatively, the Purchaser reserves the right to purchase the materials/equipment from elsewhere at the risk and cost of the vendor and recover all such extra cost incurred by the purchaser in procuring the material by the above procedure.
- 34.3 Alternatively, the Purchaser may cancel the order completely without prejudice to his right under the alternatives mentioned above.

### **35.0 DEMURRAGE, WHARFAGE ETC.**

Any demurrage, wharfage or other expenses incurred after the consignment reaches the destination (railway godown or port or airport of CWC warehouse) due to delayed negotiations of dispatch documents or for any reason attributable to the seller shall be to the account of the seller/settler's Indian Agent.



## **36.0 FORCE MAJEURE**

### **36.1 Definition of Force Majeure**

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) war and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- b) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
- c) rebellion, revolution, insurrection, military or usurped power and civil war;
- d) riot, commotion or disorder, except where solely restricted to employees of the Contractor.

## **37.0 SPECIFICATIONS, DRAWINGS & DATA**

All drawings, data & documentation in respect of the ordered Items are an integral part of the Purchase Order. The Vendor will furnish all such drawings, data and documentation to the Purchaser. The schedule for submission of these documents by the vendor and the required no. of the copies shall be specified by the Purchaser. The Vendor shall ensure strict compliance with the schedule.

## **38.0 ADDITIONS/ALTERATIONS/MODIFICATIONS**

The Owner reserves the right to make the additions/ alterations /modifications to the quantity of the items in the Purchase Order to the extent of  $\pm 25\%$  of the value of the Purchase Order. Such an option shall be exercised by the Owner before completion of supplies under purchase order. The vendor shall supply such quantities also, at the same rate as originally agreed to and incorporated in the Purchase Order. If, however the additional work is at variance in design, size and specifications & is not already covered by the Purchase Order of the amendments therein, the rates for such additional work shall be negotiated & mutually agreed upon.

## **39.0 SUB-LETTING**

The Vendor shall not sub-let, transfer or assign any part of this order without the prior written consent of the Purchaser. Copies of sub-contract order shall be forwarded to the Purchaser.

## **40.0 INFORMATION PROVIDED BY THE PURCHASER**

All drawings data & documentation that are given to the Vendor by the Purchaser for the execution of the order shall be the property of the Purchaser. The Vendor shall not make use of any of the above documents for any other purpose at any time except for the purpose of executing the order to the Purchaser. The Vendor shall not disclose above information to any person, firm corporate body and/or authority and shall use all endeavors to ensure that the above information is kept confidential.





#### **41.0 PATENT RIGHTS**

Royalties and fees for patents covering material/equipment or process used in executing the work shall be to the account of the Vendor. The Vendor, shall satisfy all demands that may be made any time for such royalties and fees and he alone shall be liable for damages, infringement and shall keep the purchase indemnified in that regard. In the event, any equipments/material or part thereof supplied by the Vendor is involved in any suit or other proceedings held to constitute infringements, and its use is enjoyed, the Vendor, shall at his own expenses, either procure for the purchaser the right to continue the use of such equipment/material or replace it with a non-infringing material/equipment/or modify it so that it becomes non-fringing.

#### **42.0 COMPLIANCE OF REGULATIONS**

The Vendor shall warrant that all goods and services covered by the Purchase Order have been produced, sold, dispatched, delivered, tested and installed and are in strict compliance with all applicable laws, regulations including industries (development and regulations) Act 1951 and technical codes and requirements as applicable from time to time.

The Vendor should execute and deliver such documents as may be needed by the Purchaser in evidence of compliance. All laws and regulations required to be incorporated by the Purchase Order are hereby deemed to be incorporated by this reference. Any liability arising out of contravention of any of the laws in executing the order shall be the sole responsibility of the Vendor.

**Any IT equipment supplied as a part of this tender should either be TEC Certified or IPv6 ready logo certified.**

#### **43.0 CONTRACTOR'S DEFAULT**

##### **43.1 Notice of Default**

If the Contractor is not executing the Works in accordance with the Contract or is neglecting to perform his obligations there under so as to seriously affect the programme for carrying out of the Works, the Purchaser may give notice to the Contractor requiring him to make good such failure or neglect.

##### **43.2 Nature of Contractor's Default**

If the Contractor:

- a) has failed to comply within a reasonable time with a notice under sub-clause 43.1, or
- b) assigns the Contract or sub-contracts the whole of the Works without the Employer's written consent or
- c) becomes bankrupt or insolvent and has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The purchaser may, after giving 15 days notice to the Contractor terminate the Contract and expel the Contractor from this Site.

Any such expulsion and termination shall be without prejudice to any other rights of powers of the Purchaser, or the Contractor under the Contract.





The Purchaser may upon such termination complete the works himself or by any other Contractor. The Purchaser or such other Contractor may use for such completion any of the Contractor's equipment which is at the Site as he or they may think proper, and the Purchaser shall allow the Contractor a fair price for such use.

#### **43.3 Valuation of Date of Termination**

The Purchaser shall, as soon as possible after such termination, certify the value of the works and all sums then due to the Contractor as on the date of termination.

#### **43.4 Payment after Termination**

The Purchaser shall not be liable to make any further payments to the Contractor until the Works have been completed. When the Works are so complete, the Purchaser shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under Sub-clause 46.3. If there is no such extra cost the Purchaser shall pay any balance due to the Contractor.

#### **43.5 Effect on Liability for Delay**

The Contractor's liability under clause 31 shall immediately cease when the Purchaser expels him from the Site without prejudice to any liability there under that may have already occurred.

#### **44.0 SALE CONDITIONS**

The order would constitute an entire agreement between the two parties thereto. With the Vendor's acceptance of the provisions of the Purchase Order, he waives and considers as cancelled any of this general/special sales conditions.

#### **45.0 CANCELLATION**

The Owner reserves the right to cancel the order in part or in full by giving one week advance notice thereby if:

- a) The Vendor fails to comply with any of the terms of the order.
- b) The Vendor becomes bankrupt or goes into liquidation.
- c) The Vendor makes general assignment for the benefit of the creditors; and
- d) Any receiver is appointed for the property owned by the Vendor.

#### **46.0 DISPUTES AND ARBITRATION**

46.1 The Purchaser & Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

46.2 If after thirty (30) days from the commencement of such internal negotiations, the Purchaser & Supplier have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution to the formal mechanism specified below.

46.3 The dispute resolution mechanism to be applied shall be as follows:

- (a) In the case of dispute between the Purchaser and bidder the dispute shall be referred to adjudication/ arbitration in accordance with Indian Laws.

46.4 The award given by the Arbitrator(s) shall be speaking award.

#### **46.5 Work to Continue**



Performance of the contract shall continue during arbitration proceedings unless the Purchaser shall order suspension. If any such suspension is ordered the reasonable costs incurred by the Contractor and occasioned thereby shall be added to the Contract Price.

- 46.6 No, payments due or payable by the purchaser shall be withheld on account of pending reference to arbitration.

## **47.0 LAW AND PROCEDURE**

### **47.1 Applicable Law**

The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract including execution of Arbitration Award.

### **47.2 ACCEPTANCE OF TERMS AND CONDITIONS**

The Bidder must confirm his acceptance of the terms and conditions mentioned hereinabove and the enclosed documents. In case any clause is not acceptable to the Bidder, the same should be specifically brought out in deviation schedule given in the Bid Proposal Sheets with categorical confirmation that all other clauses are acceptable to the Bidder. If no mention is made in this regard, it shall be presumed that all clauses mentioned hereinabove are acceptable to the Bidder.

## **48.0 SIGNATURE OF BIDS**

- 48.1 The bid must contain the name and place of business of the person or persons making the bid and must be signed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- 48.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- 48.3 Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Company Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.
- 48.4 **Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.**
- 48.5 The Bidder's name stated on the proposal shall be the exact legal name of the firm.



## ANNEXURE – II

### SECTION INB INSTRUCTION TO BIDDERS

#### 1.0 GENERAL INSTRUCTIONS

- 1.1 Power Finance Corporation Ltd. (hereinafter called Owner) invites Bids in respect of **Supply & Installation of Printers** at Regd. Office at “Urjanidhi”, 1 Barakhamba Lane, Connaught Place, New Delhi – 110 001. All Bids shall be prepared and submitted strictly in accordance with these instructions.
- 1.2 The Owner reserves the right to itself to accept any Bid or reject any or all Bids or cancel/withdraw Invitation to Bid without assigning any reason for such decisions. Such decisions by the Owner shall bear no liability whatsoever consequent upon such a decision.

#### 2.0 QUALIFYING REQUIREMENTS FOR BIDDERS

- 2.1 The Bidding is open to all qualified Bidders who fully meet the following qualifying requirements:

- (i) Bidder shall be an Indian Company / firm engaged in Supply & Installation of Printers for last two years in Delhi/ NCR and having its sales & maintenance branch office in Delhi/ NCR;
- (ii) Bidder should be an Authorised dealer / representative of Original Equipment Manufacturer (OEM);
- (iii) Bidder must have executed atleast 3 (three) work orders of similar work (as specified in clause (i) above) in preceding 3 (three) years (i.e. 2010-11, 2011-12 and 2012-13 financial year) and up to bid submission date out of which one order must be of Rs. 10.5 lakhs or more.

Documents to this effect i.e. copy of PO or relevant Completion Certificate or any other supporting document (like confirming supply of material or installation report or release of payment by purchaser towards invoice etc.) must be uploaded with technical bid through e-procurement in support of the above;

- (iv) Bidder should have valid Registration No. of Sales Tax/VAT/Service Tax, whichever is applicable;
- (v) Bidder should have PAN No.;
- (vi) Owner reserves the right to carry out capability assessment of the Bidders and Owner's decision shall be final in this regard; and

The bidder shall **upload** all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

#### 3.0 COST OF BIDDING

- 3.1 All the costs and expenses incidental to preparation and submission of the proposals, discussions including pre-award discussions with the successful Bidder etc. shall be to the account of the Bidders and the Owner shall not be responsible in any way whatsoever, and shall bear no liability whatsoever, on such costs and expenses, regardless of the conduct or outcome of the Bidding process.



#### **4.0 INSPECTION OF SITE**

4.1 The Bidders are at liberty to visit the site for inspection.

#### **5.0 DOCUMENT COMPRISING THE BID**

5.1 The Bidder shall complete all the e-Bid Forms inclusive of Price Schedules, Schedule of Requirements etc. furnished in the RFP, indicating, for the products to be supplied and services to be rendered, a brief description of products and services, quantities and prices.

5.2 The Bidder shall also upload documentary evidence to establish that the Bidder meets the Qualifications Requirements as detailed in clause 2.0 above.

#### **5.3 Scope of the Proposal**

5.3.1 The scope of the proposal shall be on the basis of a sole responsibility of the bidder, completely covering all the materials and services specified under the accompanying RFP documents.

#### **6.0 The bidder should also upload the under mentioned information:**

<b>a.</b>	Name of the firm, address, telephone and fax nos.	:	
<b>b.</b>	E-mail Address	:	
<b>c.</b>	Name of the Contact Person Telephone/Mobile No.	:	
<b>d.</b>	Name of the Bank (with full Address)	:	
<b>e.</b>	Bank Account No. (Enclose an unsigned cheque duly cancelled)	:	
<b>f.</b>	PAN No.	:	
<b>g.</b>	TIN No. / Sales Tax No.	:	
<b>h.</b>	Service Tax No.	:	
<b>i.</b>	<b>Details of Earnest Money Deposit</b>  Name of the Bank  Banker's Cheque No. & Date	:	



## 7.0 **FORMAT AND SIGNING OF BID**

- 7.1 The Bidder shall complete all the procedure and format of the bid through **e-procurement** process.
- 7.2 Bids not confirming to the above requirements of Clause 7.0 may be disqualified.

## 8.0 **BID PRICES**

- 8.1 The Bidder shall indicate, in line with the price schedule enclosed in Bid proposal sheets. All rates and amount shall be written both in figures and words and shall be indicated in Indian rupees only. The maintenance charges, if any, quoted shall be inclusive of all cost (details indicated in DTS-Detailed Technical Specifications).

## 9.0 **BID SECURITY**

- 9.1 A Bid security i.e. EMD i.e. Rs.30,000/- in the form of Demand Draft/Banker's Cheque drawn in favour of "Power Finance Corporation Ltd." payable at New Delhi and whose validity should be at least 3 months from the date of opening of bids. Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque submitted in support of tender document.

**Or**

The bidders may submit an irrevocable bank guarantee as per Clause 5 of GPC from any Nationalized Indian Bank or reputed commercial bank equivalent to Rs. 30,000/- in favour of Power Finance Corporation Ltd., New Delhi in the format furnished in Appendix.

- 9.2 The Bid Security shall be made payable to the Owner without any condition. The Bank guarantee (towards Bid Security) shall be valid for a period of 3 (three) calendar months from the date of opening of Bids which shall be extended from time to time as desired by the Purchaser.
- 9.3 The Bid security is required to protect the Owner against the risk of Bidders conduct which would warrant the security forfeiture pursuant to sub clause 9.4 Section INB.
- 9.4 If the successful Bidder fails to accept letter of award / purchase order, the Bid security amount shall be forfeited. Bid security amount may also be forfeited if a Bidder withdraws his Bid during the period of Bid validity.
- 9.5 The Bid security of all the Bidders except that of the successful Bidder will be returned within thirty (30) days after the Award of Contract or 15 days after the expiration of the period of Bid validity whichever is earlier.
- 9.6 Any Bid not accompanied by a Bid security in accordance with above provisions will be treated as non-responsive and will be rejected by the Owner.
- 9.7 No interest or any other cost will be payable by the Owner on the Bid security.

## 10.0 **PERIOD OF VALIDITY OF BIDS**

- 10.1 Bids shall be kept valid for acceptance for a period of 4 (four) calendar months from the date of opening of Bids. A Bid valid for a shorter period may be rejected by the Owner as non-responsive.



#### **11.0 SUBMISSION OF BIDS TO THE OWNER**

11.1 The Bidder shall submit the bids through <https://www.tcil-india-electronictender.com>. The banker's cheque/demand draft on a/c of tender cost fee and EMD shall be forwarded to us before the opening date of technical bid. However, scanned copy of both the fees (tender cost and EMD) to be uploaded in the system through e-procurement. The bids are to be uploaded on above portal in two parts i.e. Technical and Price bid. The technical bid should have all the technical details along with scanned copy of demand drafts on account of tender cost and EMD. Price bid should have only price details.

11.2 Any Bid received by the Owner after the deadline for submission of e-Bids prescribed by the Owner, in the Invitation to Bid shall be automatically rejected by the system.

#### **12.0 WITHDRAWAL OF BIDS**

12.1 No Bid may be withdrawn in the interval between the deadline for submission of Bids and expiration of the period of Bid validity. Withdrawal of a Bid during this interval shall result in the forfeiture of Bid Security of the Bidder pursuant to clause 9.4 Section INB.

#### **13.0 OPENING OF THE BIDS BY THE OWNER**

13.1 The Bids shall be opened by the Owner on scheduled bid opening date and time as specified in Invitation of Bids or in the case any extension has been given thereto, after the extended Bid submission date notified to all Bidders.

#### **14.0 PRELIMINARY EXAMINATION**

14.1 The Owner will examine the Bids to determine whether they are complete, whether required Bid security has been furnished, whether Bidder fulfils the qualifying requirements and whether the Bids are generally in order.

14.2 Prior to detailed evaluation, the Owner will determine the substantial responsiveness of each Bid with reference to the Bidding documents. A substantial responsive Bid is one which confirms to all the terms and conditions of the Bidding documents without material deviation. The Owner's determination of Bids responsiveness will be based on the contents of the Bid itself.

14.3 A Bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

14.4 The Owner may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation. The decision of the Owner with regards to the deviation being material or not shall be final and binding.

#### **15.0 EVALUATION OF BIDS**

15.1 The Owner will evaluate and compare the Bids previously determined to be substantially responsive pursuant to Clause 14.0.

15.2 The Bids submitted by the Bidders which do not meet the qualifying requirements as per Clause 2.0 Section INB will be treated as non-responsive and will be rejected.

15.3 The Bids shall be compared on the basis of total prices quoted by the Bidder for the entire Scope of Work defined in the Detailed Technical Specifications.



## 16.0 **AWARD OF WORK**

- 16.1 Notification of Award of Contract will be made in writing by registered post or by hand to the successful Bidder by the Owner. The notification of award shall constitute the formation of Contract.
- 16.2 Owner reserves the right to split the Scope of work and may award separate Contracts to two or more Bidders.
- 16.3 The Owner reserves the right, to accept any Bid (not necessarily the Bid having lowest Bid prices) or to reject any or all Bids or to cancel/withdraw the Invitation to Bid or to annul the Bidding process at any time prior to Award of Contract, without assigning any reason for such decision. Such decision by the Owner shall not be subject to question by any Bidder and the Owner shall bear no liability whatsoever consequent upon such a decision nor shall he have any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

## 17. **CONTRACT PERFORMANCE GAURANTEE:**

- 17.1 Within 15 days of notification of award of the contract, as a Contract Performance Security, the successful bidder, to whom the work is awarded, shall be required to furnish a contract performance guarantee from (a) a Public Sector Bank or (b) a scheduled Bank, in favor of owner in the prescribed proforma. The guarantee amount shall be equal to 10% of the total lump-sum contract price and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in these documents and specifications. The guarantee shall be valid up to 3 months beyond the completion of warranty period.
- 17.2 The performance guarantee shall cover additionally the following guarantee to the owner:
- a. The successful bidder guarantees the successful and satisfactory execution/ completion of the contract, as per the specifications and documents;
  - b. The successful bidder further guarantees that the services/material provided by him shall be free from all defects in quality and satisfaction to the PFC and shall make good all such defects upon written notice from owner.
  - c. The contract performance guarantee is intended to secure the performance of the entire contract
  - d. The contract performance guarantee will be returned to the contractor to the company without any interest as specified above.



## **ANNEXURE III**

### **SECTION DTS**

#### **Detailed Technical Specifications for Printers**

#### **1.0 GENERAL REQUIREMENTS**

- 1.1 In order to augment Information Technology (IT) infrastructure in its corporate office, PFC intends to procure LaserJet Printers.
- 1.2 In case of any discrepancy between the provisions of this section and provisions of other section of tender documents, the provisions of this section shall prevail.
- 1.3 The Equipment provided under these specifications shall be complete with power cables. The Equipment shall operate on 230 volts, 50 Hz single phase AC power supply and the power cables shall be fitted with 3 pin, 5 Amp. plug tops.
- 1.4 The Equipment to be supplied by Supplier shall be the industry proven products and not the R&D models. The equipment shall confirm to the requirements of relevant Indian & International Standards.
- 1.5 All the components of the Printer shall be from the same Original Equipment Manufacturer (OEM)/ shall bear the OEM part no. In case during the warranty of the Printers, any of these components or sub-components require replacement the same shall be replaced by the brand new spare parts bearing the same OEM part no.

#### **2.0 SCOPE OF WORK:**

- 2.1 Supply, Inland transportation, loading and unloading, Transit Insurance, Delivery at site, Installation, Cabling, Testing, Commissioning, Documentation, Warranty and Service support of all printers, Operating System, Security software, and other Software components as per Technical Specifications given at Annexure-III-A and Bill of Quantities as per Annexure-III-B to this document.
- 2.2 All the Printers should be supplied with required drivers for Windows 7 Professional/ Windows XP Professional.
- 2.3 The Owner reserves the right to split the order in part amongst the Bidders or to reduce quantity/ delete items should the circumstances warrant so.
- 2.4 Only such bidders who have quoted their prices for the complete scope in all respect shall be considered.
- 2.5 The BOQ as estimated by PFC is not exhaustive. Any additional items/ components as required for the successful completion of the work under taken may be assessed by the party and the same may be incorporated in the offer. The BOQ as assessed by the party as above should be clearly indicated in the offer. Even at the time of execution, if any additional items/ components are required to complete the system, notwithstanding the BOQ as identified by the party as above, the same shall be provided free of cost by the firm.

#### **3.0 VENDORS RESPONSIBILITY:**

Vendors' responsibility shall include the following:

- 3.1 Supply and installation of all the hardware and software items as per the scope detailed in clause 2.0 above and as per detailed technical specifications. All these equipment/ accessories will be warranted and must operate at or above the guaranteed values with regard to availability.





- 3.2 The system spare parts, as and when required and complete maintenance support of the system in future shall be guaranteed for a period of 3 years from the date of successful taking over of the system by the owner from the vendor.
- 3.3 One copy of Hardware and Software documentation shall be provided along with the supply of equipment. The vendor shall provide services as detailed in this specification.
- 3.4 The vendor shall arrange for all tools, tackles, testing instruments etc as required during all operations such as transportations, installation, testing and commissioning etc for completing the scope of work as per this specification. These tools and tackles and testing instruments etc shall be allowed to be taken back by the vendor. The vendor shall undertake all testing and commissioning activities and shall provide assistance during inspection and acceptance testing by the owner.
- 3.5 Vendor shall provide all required equipment and services, whether explicitly mentioned in these specifications or not, to fulfill the intent of the specification and to ensure completeness, operability and maintainability of the system at no extra cost to the owner.
- 3.6 Vendor shall furnish the part No. / Product identification Number for all products as provided by the original manufacturer.
- 3.7 Vendor shall provide a clear and explicit activity wise action plan and schedule of completion of the above work.
- 4.0 **BID DATA:**
- 4.1 The Bidder must furnish complete information asked in this specification. Incomplete information may lead to the rejection of the Bid. Bidder has to quote for the total scope of supply and other works. Bidder offering incomplete scope of supply and other works are liable to be rejected.
- 4.2 Printed Brochures/ Pamphlet/ Leaflet illustrating Technical details/ specifications etc. for all the items/ materials quoted should be enclosed with bid.
- 4.3 The Bidder must address all the above aspects in the same order and must indicate very specifically any deviation taken by him on account of make/ configuration /technical and other particulars in a separate schedule included in the bid documents. Unless specifically brought out in the specific schedule as mentioned above, the bid shall be deemed to be in line with the technical and other particulars mentioned in the tender specifications.
- 5.0 **SITE PREPARATION, SUPERVISION AND INSTALLATION:**
- 5.1 It shall be the responsibility of the vendor to supervise the site preparation by the owner to ensure that the site is prepared as per his requirements such as environmental conditions, power requirements etc. The vendor shall ensure that his system operates efficiently under these conditions.
- 5.2 The vendor shall furnish along with his offer a list of facilities and other necessities required by him, if any, for site preparation etc. The vendor shall be fully responsible for installation and commissioning of the equipment including cabling related to installed equipment (except power cables) and other related activities such as unpacking, uncrating, inspection etc. for which the owner shall provide the required space at his premises, the vendor will have to arrange by himself all testing equipments and tools required for maintenance and make his own transport arrangements.



## 6.0 TESTING & ACCEPTANCE BY PFC

- 6.1 After satisfactory completion of acceptance tests and installation of the equipment/ systems/ software by the Vendor, the acceptance certificate will be issued by the PFC in writing after which the Equipment shall be handed over to PFC.
- 6.2 Acceptance or waiver of tests will not relieve the Vendor from the responsibility to furnish material in accordance with the specifications.
- 6.3 PFC also reserves the right to conduct any testing/ benchmarking of previously approved materials at any stage before taking over of the system and if the same reveal noncompliance to the specifications, the Vendor shall take necessary action so that the material/ system/ software conforms to the specifications to the satisfaction of the owner.

## 7.0 WORK SCHEDULE:

The Printers shall be delivered, installed and commissioned in full at the sites within four (4) weeks from the date of order. Thereafter the hardware and software shall be handed over to the owner as per the relevant clauses above. Partial delivery and installation, if necessary shall be allowed only with prior approval of the owner.

## 8.0 QUANTITY VARIATION:

During the execution of the contract, Owner reserves the right to increase or decrease the quantities of items under the contract but without any change in Unit price or other terms and conditions. Such variation shall be subject to limit of Plus or Minus 25% of the total contract price, however, quantity of individual item may vary up to any extent.

## 9.0 REPEAT ORDER OPTION:

Owner reserves the right to award additionally any of the hardware/ software items covered under this contract to the extent of 50% of the total award value at the same rates, terms & conditions within three months from the date of order.

## 10.0 WARRANTY:

- 10.1 Vendor shall provide on-site comprehensive warranty for trouble free operation of Printers, supplied under this contract, for a minimum period of three calendar years after commissioning and successful testing and taking over. During this period, it will be the responsibility of the vendor to maintain and support the hardware and software fully and ensure availability of the same. The Vendor shall be responsible for providing, free of cost, all supplies, spares and services necessary for maintenance during warranty. The vendor shall arrange for standby equipment, if the faulty equipment is not rectified within two working days or machines are taken out of PFC premises for servicing/ repair. Consumable items like Ribbons, Cartridges, Print heads etc. and mechanical breakages are not included in the warranty.
- 10.2 The Vendor shall provide periodic preventive maintenance during the warranty including cleaning or periodic inspection. The preventive maintenance schedule recommended shall be furnished by the vendor and shall be finalized in consultation with the Owner.
- 10.3 The detailed scope of services to be provided by vendor during Warranty period, shall include but not limited to the following:
- a. Vendor shall provide comprehensive maintenance support for satisfactory performance of all Printers supplied under this contract.



- b. In case of any failure/non-operation of above items the same shall be attended by the vendor within 24 hours of lodging the complaint by PFC, excluding intervening holidays. Vendor should also provide details of appropriate escalation levels in case of non-satisfactory service support.
- c. Once complaint is lodged with the service centre for repair/maintenance, the problem must be attended to within 24 hours as mentioned above and records for the repair/maintenance carried out, should be maintained. A call report sheet giving the details of problem attended, duly signed by the concerned end user shall be maintained.

#### 11.0 **WEB BASED SUPPORT**

All the device drivers released till the date and their future updates, for all the Printers shall be available on OEM's website for a minimum period of 4 years from the date of delivery of system. Drivers/ updates for different operating systems such as Windows XP/ Linux should also be freely available on OEM's web site. **To verify this aspect, the OEM's website shall be seen to ascertain that the device drivers for the Printers introduced by OEM in last 4 years are available on their website.**

#### 12.0 **DATA SHEET**

The data sheet given with this specification is already placed in the system (e-portal) and the same to be filled through e-procurement by the bidder alongwith the technical and price bid. Bids found without filled in data sheets shall be treated as non-responsive and rejected.

#### 13.0 **SITE VISIT**

The bidders are strongly advised to visit and examine the existing infrastructure and to obtain himself, on his own responsibility, all information that may be necessary for preparing the Bid and entering into a Contract. The costs of visiting the sites shall be at bidders own expenses. The purchaser/ Owner will assist.



**SPECIFICATIONS FOR PRINTERS**

<b>Monochrome Laser Multi-function Printers with Automatic Duplex Printing</b>	
Functions	Black-and-white printing Black-and-white copying Black-and-white and color scanning
<b>Monochrome Laser Printer with Automatic Duplex Printing:</b>	
Print technology	Monochrome Laser Printer
Print Speed A4 (Standard)	Up to 24 ppm
Resolution	600 x 600 dpi
Local Interface	Hi-speed USB 2.0
Media Size	Standard Paper upto min. A4 size
Paper Input Tray	Min. 250 sheets
Duty Cycle	8,000 pages per month
<b>Monochrome Copier:</b>	
Resolution	Upto 600 x 600 dpi
Reduction / Enlargement Ratio	25% to 400%
<b>Color Scanner:</b>	
Type	Flatbed type of min. A4 size
Resolution	Up to 600 x 600 dpi
Depth	24 bit
Save Functions / features	Scan documents to e-mail, JPEG image, PDF file or OCR
<b>Printer Driver and other Software should be compatible with:</b>	
Windows	Windows 7 & 8 (32 & 64 bit editions)
	Windows XP Professional (32 & 64 bit editions)
Linux	Latest Redhat Linux
<b>Supplies:</b>	
Toner / Cartridge Specified Capacity	Printer should be compatible with cartridges having specified yield of 2000 or higher pages. In case new printer is supplied with lower yield cartridge, additional cartridges should be supplied to make total yield min. 2000 pages.



**Warranty & Support:**

All the above Printers should include:

- Onsite comprehensive warranty support for 3 years including parts & labour.
- Web based comprehensive support should be available on OEM website for the software/ drivers/ updates/ patches etc for a minimum period of 4 years from the date of delivery of Printers. Drivers/ updates for different operating systems such as Windows 7/ Windows 8/ Windows XP should also be freely available on OEM's web site. To verify this aspect, the OEM's website shall be seen to ascertain that the device drivers for the Printers models introduced by OEM in last 4 years are available on their website.



**Annexure-III-B**

**BOQ FOR PRINTERS**

<b>S.N.</b>	<b>Description of Item</b>	<b>Qty.</b>
1	Printers as per specifications given at Annexure-III-A	100



**BIDDERS DATA SHEET**  
(To be filled in by the Bidders)

**I) PRINTERS**

1.	Monochrome Multi-functional Laser Printers Make/Model	:	
	i. Print Speed (A4 Standard)	:	
	ii. Resolution	:	
	iii. Local Interface – Hi-Speed USB 2.0	:	
	iv. Duty Cycle	:	
	v. No of Input Trays & Capacity	:	
	vi. No of Output Trays & Capacity	:	
	vii. Copy speed	:	
	viii. Copy resolution	:	
	ix. Reduction / Enlargement Ratio	:	
	x. Scan type	:	
	xi. Optical scanning resolution	:	
	xii. Depth	:	
	xiii. Save functions / features	:	
	xv. First page out	:	
	xvi. Compatible OS	:	
	xviii. Energy Star (Yes/No)	:	
	xix. LCD/LED Display (Yes/No)	:	
	xx. Digital Sending standard features	:	
		:	
		:	
		:	



**ANNEXURE – V**  
**Schedule – 1**

**QUALIFYING REQUIREMENT DATA**

List of major clients for Supply of Printers shall be uploaded through e-procurement in the following prescribed proforma

Sl. No.	Name of the organization, Contact person & Telephone No.	Supply Order No. & Date	Qty.	Amount





**ANNEXURE – V**  
Schedule-2

**TECHNICAL DEVIATIONS**

Technical Deviations for Supply & Installation of Printers shall be uploaded through e-procurement in the following prescribed proforma.

The following are the Technical deviations and variations from the exceptions to the specifications and documents against Detailed Technical Specification of Tender Bid No. 02:09:160:I:13-14: PUR\_Printers. These deviations and variations are exhaustive. Except these deviations and variations the entire work shall be performed as per PFC's specifications and documents.

Sl.No.	Section	Clause No.	Page No.	Statement of deviations and variations



**ANNEXURE – V**  
Schedule-3

**COMMERCIAL DEVIATIONS**

Commercial Deviations for Supply & Installation of Printers shall be uploaded through e-procurement in the following prescribed proforma

The following are the Commercial deviations and variations from the exceptions to the specifications and documents against Detailed Technical Specification of Tender Bid No. 02:09:160:I:13-14: PUR\_Printers. These deviations and variations are exhaustive. Except these deviations and variations the entire work shall be performed as per PFC's specifications and documents.

Sl.No.	Section	Clause No.	Page No.	Statement of deviations and variations

**ANNEXURE – VI****(PRICE BID) (Through e-procurement)****PRINTERS**

<b>S. No.</b>	<b>Item Description</b>	<b>Qty. (Nos.)</b>	<b>Unit Price (Rs.)</b> <b>A</b>	<b>Applicable Taxes Per unit @ _____%</b> <b>(Rs.)</b> <b>B</b>	<b>Any other charges (if any with description) per Unit (Rs.)</b> <b>C</b>	<b>Total Amount (Inclusive of all) per unit (Rs.)</b> <b>D</b>	<b>Total amount payable</b>  <b>Rs.</b>
1	Monochrome Multi-functional Auto-Duplex Laser Printers	100					<hr/> <b>(A+B+C=D x 100)</b>
<b>GRAND TOTAL</b>							

- Note: 1. Please indicate the total amount payable for Printers in words also.  
2. All above items would as per specification given at Annexure-III & Annexure-III-A.

**Name** \_\_\_\_\_**Tel./Mobile No.** \_\_\_\_\_**E-mail ID** \_\_\_\_\_**Date:**  
**Place:****Signature with Seal**



**APPENDIX –I**

**LETTER OF AUTHORITY FROM ORIGINAL EQUIPMENT MANUFACTURER – PROFORMA**

(To be furnished in Original on the Manufacturer's Letter head)

M/s. Power Finance Corporation Ltd.  
"Urjanidhi"  
1 Barakhamba Lane,  
Connaught Place,  
New Delhi-110 001.

Dear Sir,

Ref.: Specification NO.....

In continuation with your above captioned invitation to Bid M/s. ....

.....

(Name and Full Address)

(Telephone .....and Fax.....)

will act as our authorised dealer/representative/agent. We hereby confirm that any other/commitments made by them including prices, technical specifications and delivery schedules shall be binding on us.

This authority shall remain valid and binding until revoked with notice to you.

Any commitment made by the above agency before revocation of the authority shall be binding on us.

Yours faithfully,

For and on behalf of.....

Name.....

Designation.....

Common Seal.....



**APPENDIX -II**

**PROFORMA FOR BANK GUARANTEE FOR BID GUARANTEE**

(To be stamped in accordance with Stamp Act)

M/s. Power Finance Corporation Ltd.  
"Urjanidhi",  
1, Barakhamba Lane,  
Connaught Place,  
New Delhi-110 001.  
Dear Sir,

In accordance with your Tender Specification NO.....  
M/s. .... having its Registered/Head Office  
at..... (hereinafter called the "Bidder") wish to participate  
in the said bid for.....

.....  
valid for .....months from the date of bid opening is required to be submitted by the  
Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited  
on the happening of any contingencies mentioned in the Bid Documents.

We, the .....Bank at.....having our Head Office at  
..... Guarantee and under to pay immediately on demand by Power Finance  
Corporation Ltd., the amount.....

.....  
(in Figures & Words)

without any reservation, protest, demur and recourse. Any such demand made by said Owner shall  
be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto.....  
.....If any further extension of this guarantee is required the same shall be  
extended to such required period (not exceeding one year) on receiving instructions from  
M/s..... on whose behalf the guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand stamped on  
this..... day of.....20.....at  
.....

**WITNESS:**

(Signature)

Name:

(Signature)

Name

Attorney as per Power of Attorney No.

Date.....

(Official Address)

\* The amount should be as indicated by the Purchaser.

\*\* This date should be 30 days after the date for which bid are valid.

**Note:**

i) The non-judicial stamp papers for this bid guarantee should be purchased in the name of the  
issuing Bank.

ii) This bank guarantee must be issued by a nationalized Indian Bank/Commercial bank as  
indicated in Clause.



## APPENDIX - III

### PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To Be Stamped In Accordance With Stamp Act)

(Reference Clause 18 of Contract)

(The non-judicial stamp paper should be in the name of issuing bank)

Ref. No.....

Bank Guarantee No.....

Date.....

To,  
Power Finance Corporation Ltd.  
Urja Nidhi, 1 Barakamba Lane, Connaught Place,  
New Delhi – 110001

Dear Sirs,

In consideration of the Power Finance Corporation Ltd. (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head Office at..... (hereinafter referred to as the Contractor or Vendor which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) a Contract by issue of Owner's Letter of Award No ..... dated ..... and the same having been unequivocally accepted by the Contractor/Vendor resulting into a contract valued at .....for ..... (Scope of Contract) and the Contractor/ Vendor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract, equivalent to .....% (Per cent) of the said value of the contract to the Owner.

We .....(name and address), having its Head Office at .....(herein after referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor/ Vendor to the extent of .....as aforesaid at any time up to..... (Days/ month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor/ Vendor.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor/ Vendor or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor/ Vendor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor/ Vendor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor/ Vendor or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor/



Vendor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor/ Vendor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to .....and it shall remain in force up to and including .....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....whose behalf this guarantee has been given.

Dated this ..... Day of ..... 2014 .....at .....

WITNESS:

(Authorized Signatories of the Bank)

1.

.....  
(Signature)

.....  
(Signature)

Name : .....

Name : .....

Official Address : .....

Official Address: .....

2.

(Designation with Bank Stamp)

Attorney as per Power of Attorney No..... dated.....

.....  
(Signature)

Name : .....

Official Address : .....

- Note:
1. This sum shall be ten percent (10%) of the total lump-sum Contract Price.
  2. The date shall be 90 days after the end of Warranty Period.
  3. The stamp paper of appropriate value shall be in the name of Bank issuing the guarantee.



## Appendix-IV

### Special instructions to Bidders for e-Tendering

#### **General**

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Power Finance Corporation* has decided to use the portal <https://www.tcil-india-electronic tender.com> through TCIL, a Central Government Public Sector Enterprise. This portal is based on the most 'secure' and 'user friendly' software from *ElectronicTender*<sup>®</sup>. A portal built using *ElectronicTender's* software is also referred to as *ElectronicTender System*<sup>®</sup> (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

#### Instructions

#### **Tender Bidding Methodology:**

##### Sealed Bid System

- Single Stage Two Envelope

#### **Broad Outline of Activities from Bidder's Perspective:**

1. Procure a Digital Signing Certificate (DSC)
2. Register on *ElectronicTendering System*<sup>®</sup> (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS
  - Query to *Power Finance Corporation* (Optional)
  - View response to queries posted by *Power Finance Corporation*
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of relevant Bid-Part
9. Post-TOE Clarification on ETS (Optional)
  - Respond to *Power Finance Corporation* Post-TOE queries
10. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of relevant part (ie Financial-Part)  
(Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.





## Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

## Registration

To use the ElectronicTender® portal <https://www.tcil-india-electronicstender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

**Important Note:** To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

<b>TCIL/ ETS Helpdesk</b>	
Telephone/ Mobile	<i>Customer Support: +91-11-26241071, 26241072 Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792</i>
E-mail ID	<i>ets_support@tcil-india.com [Please mark CC: <a href="mailto:support@electronicstender.com">support@electronicstender.com</a>]</i>

<b>Power Finance Corporation Contact</b>	
<i>Power Finance Corporation Contact Person</i>	<i>R. K. Bhardwaj, GM, Administration</i>
Telephone/ Mobile	<i>011-23456367 [between 10:00 hrs to 16:00 hrs on working days]</i>
E-mail ID	<i><a href="mailto:rkbhardwaj@pfcindia.com">rkbhardwaj@pfcindia.com</a></i>

## Some Bidding related Information for this Tender (Sealed Bid)



The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
  - Prequalification Application
  - Technical-Part
  - Financial-Part
  - Composite (Both Technical and Financial in a common envelope)
- Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)
- Submission of cost of Tender Documents
- Submission of digitally signed copy of Tender Documents/ Addendum
- Submission of General Terms and Conditions (with/ without deviations)
- Submission of Special Terms and Conditions (with/ without deviations)

#### **Offline Submissions:**

*The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.*

*Contact Persons Name  
Address*

*The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time):*

- 1. Original copy of the Bid Security (DD/Bank Guarantee) as detailed in tender documents.*
- 2. DD/ Bankers cheque in favour of Power Finance Corporation Ltd. payable at New Delhi against payment of tender fee/ Cost of Tender Documents as detailed in tender documents.*

*Note: The Bidder should also upload the Scan copy of all above said original documents as Bid-Annexure during Online Bid-Submission.*

#### **Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a **Pass-Phrase** created by the Bidder himself. Unlike a 'password', a **Pass-Phrase** can be a multi-word sentence with spaces between words (e.g. 'I love this World'). A **Pass-Phrase** is easier to remember, and more difficult to break. It is recommended that a separate **Pass-Phrase** be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

**CAUTION:** All bidders must fill ElectronicForms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms™ and the



corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the ElectronicForms™ and the 'Main-Bid', the contents of the ElectronicForms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to *Power Finance Corporation* in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

### **Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to *Power Finance Corporation* office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.



ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

### **Other Instructions**

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

- 1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.**
- 2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.**
- 3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.**
- 4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al) .**

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

### **Minimum Requirements at Bidder's End**

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP)
- Broadband connectivity
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)