DELHI ELECTRICITY REGULATORY COMMISSION



TENDER DOCUMENT

July 2021

Tender No. No. F.18 (17)IT/DERC/2019-20

Name of work: <u>Supply, Installation, Testing & Commissioning of Desktop Computers, Printers and Laptop.</u>

Complete bid document which includes Eligibility criteria, Technical Specifications, various conditions of contract, formats, etc. can be downloaded from DERC website: www.derc.gov.in. Any amendment(s)/corrigendum / clarifications with respect to this Bid shall be uploaded on above websites only. The Bidder should regularly follow up for any Amendment / Corrigendum / Clarification on the above website.

Sub: Supply, Installation, Testing & Commissioning of Desktop Computers, Printers and Laptop.

Dear Sir/Madam,

- 1. The Commission intends to purchase Supply, Installation, Testing & Commissioning of Desktop Computers, Printers and Laptop.
- 2. The **Notice Inviting tender sheet** is enclosed at **Annexure** 1
- 3. The **General Terms & Conditions** are enclosed at **Annexure** 2
- 4. The **Technical Bid** to be submitted in the letter head of the in the format provided at **Annexure 3**
- 5. The **Technical Specifications** for Partition works to be submitted in the letter head of the Bidder and submit along with **Technical bid** and enclosed at **Annexure 4**
- 6. The **Financial Bid** to be submitted in the letter head of the Bidder in sealed cover as per schedule of requirement enclosed at **Annexure 5**
- 7. Format of 'Performance Bank Guarantee (PBG) is enclosed at **Annexure 6**
- 8. The last date and time of receipt of tender is 25.08.2021 at **1500 Hrs.**
- 9. Tender received after stipulated date and time will not be considered. The bids received within the stipulated date and time will be opened by the Purchase & Works Committee on the same day i.e., 25.08.2021 at **1600 Hrs**.

(Nalini Dubey)
Personnel Officer

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		Annexure-1
	No	tice Inviting tender sheet
Tender No :	F.18 (17)IT/DE	RC/2019-20
Organization Name :	DELHI ELECTRI	CITY REGULATORY COMMISSION
	Official's Name	Nalini Dubey, Personal Officer
Contact Details	Address	O/o the Secretary ,DERC , Viniyamak Bhawan, C -Block, Shivalik, Malviya Nagar, New Delhi -110017 PH: 011-26673608/41080417
	City	New Delhi
Name of Work :	Supply, Insta Printers and L	
Mode of Tender Submission :	Sealed bid	
Tender Type :	Open	
Type of Contract:	Purchase	
Last date & time of submission of tender document :	25.08.2021	at 15.00 hrs
Date & time of opening of tender document:	25.08.2021	at 16.00 hrs
Base Currency :	INR	
Payment Details		
EMD Amount (INR):	Rs. 22,000/-	
Bid Validity Period (Days):	90 Days	
Project Duration :	30 Days	
Eligibility Criteria :	The Bidder Computers, authorized de	should be either an original equipment manufacturer of Desktop Printers and Laptop of HP/ Dell/ Acer/ Lenovo makes or their ealer.
		ual financial turnover of the Bidder during the last three years, ending 021 should be Rs. 11 Lakhs.
3. The Bidder should have experience of having successfully supplied department of Central Govt. or Central autonomous body or Central PSU department of State Govt. or State autonomous body or State PSUs du Seven Years ending previous day of last date of submission of tender: a. Three similar supplies each costing not less than Rs.5 Lakhs or b. Two similar supplies each costing not less than Rs. 6 Lakhs or c. One similar supplies costing not less than Rs.9 Lakhs (Similar supplies means: SITC of desktop computers, printers and lap		
	4. The Bidder sh	nould have Goods and Service Tax (GST) registration.
		shall file a self-declaration that they have not been black ed by any department of Central / State Government/ PSU in last 5
Documents to be submitted :	person(s) significant	Attorney duly notarised by the Notary Public, indicating that the gning the bid has the authority to sign the bid and that the bid is the Bidder during the full period of its validity. showing OEM status of the Bidder, or their authorized dealer.

Tender Document	
	Tender Document

- 3. A document showing the financial turnover of the Bidder during last 3 years, certified by the CA.
- 4. Copies of Desktop, Printer and Laptop supply orders executed by bidders in the last 5 years
- 5. Goods and Service Tax (GST) registration letter.
- 6. Copy of PAN card of the bidder.

Note-

- 1. EMD in the shape of Demand Draft in favour of "Secretary, Delhi Electricity Regulatory Commission, New Delhi" should be of exact amount and should not have been issued by the bank before the date on which NIT was published on the website.
- 2. The Bidder shall attach self attested photo copies of the above documents along with his bid.
- 3. The Bidders furnishing false /fabricated experience certificate /documents shall be debarred from participating in DERC future tenders.

Nalini Dubey, Personal Officer

General Terms & Conditions

- 1. **Description of Work**: Supply, Installation, Testing & Commissioning of Desktop Computers, Printers and Laptop.
- 2. **Earnest Money Deposit**. Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs. 22,000/-** along with their bids. However, Bidders registered with Micro Small and Medium Enterprises / National Small Industries Corporation (MSME/NSIC) are exempted from depositing EMD as per the provisions of GFR 181. The EMD is to be submitted in the form of an Account Payee Demand Draft in favour of "Secretary, Delhi Electricity Regulatory Commission" payable at New Delhi from any of the Public Sector Banks. The EMD or MSME/NSIC certificate is to be submitted in a separate sealed envelope which shall be opened first. In case, there is no appropriate EMD or MSME/NSIC certificate in that envelope, then the Technical & Financial Bids will not be opened for that Bidder. Bids without EMD will be rejected as non responsive.
- EMD of the unsuccessful bidders will be returned after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the successful completion of work.
- 4. Manner of depositing the Bids
- i. Bids shall be submitted in three envelopes, namely;
 - (i) Earnest Money Deposit
 - (ii) Technical bid along with technical specification (Annexure 3 & 4)
 - (iii) Financial bid (Annexure 5)

The envelopes shall mention name of assignment and content of envelope (Technical Bid/Financial Bid/EMD) at the top, and the name of the submitting bidder at the left hand corner of the envelope. The bids shall be submitted in the enclosed formats.

- ii. These three envelopes shall be sealed in a large envelope. This envelope shall mention name of assignment at the top and the name of the submitting bidder at the left hand corner of the envelope.
- iii. Earnest Money Deposit of Rs. 22,000/- (Rupees Twenty Two Thousand only) in form of Demand Draft in favour of Secretary, DERC, payable at New Delhi, shall be kept in a separate sealed envelope. **In case, separate envelope carrying suitable EMD is not found in the large envelope, technical bid of such bidders shall not be opened.** Any tender not accompanied by acceptable Earnest Money Deposit will be summarily rejected as non-responsive.
- The Technical bid shall comprise of duly filled Annexure-3 & 4 along with all enclosures specified at Annexure-3. In case all the documents in support of eligibility criteria mentioned in Annexure-3 are not found enclosed in the technical bid envelope, the bid shall be summarily rejected as non-responsive and financial bid of such bidders shall not be opened. All Technical documents like literature, catalogues, etc., if any, shall be placed in the same sealed cover of technical bid. The technical bid shall not indicate particulars of the Financial bids otherwise the bids shall be liable to be rejected.
- v. Each page of bid should be numbered and signed by the authorized signatory with the seal of the Bidder. Further, any cutting, addition or overwriting on any page of the bid, shall be clearly marked and signed by the authorized signatory.
- vi. A Power of Attorney duly notarised by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity, shall be submitted.

- 5. No change in the amount of bid shall be permitted after submission of the bids. All the documents shall be duly signed and stamped by authorized person of bidder/supplier.
- 6. Sealed Bids should be either dropped in the Tender Box placed at Commission's Reception or sent by registered post at the address of Commission so as to reach on or before by 1500 Hrs on 25.08.2021 Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or E-mail will not be considered.
- 7. <u>Technical Specifications</u>. Supply, Installation, Testing & Commissioning of Desktop Computers, Printers and Laptop shall strictly as per the technical specifications (Annexure-4).
- 8. <u>Time and date for opening of Bids</u>. The bids will be opened on 25.08.2021 at 1600 Hrs. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by DERC. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids. This event will not be postponed due to non-presence of representative of the bidder.
- Rejection of Bids. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction, unsigned bids shall be summarily rejected and may lead to forfeiture of EMD. Conditional/part tenders will also be rejected.
- 10. **Validity of Bids**. The prices quoted in the Bids shall remain valid for **90 days** from the last date of submission of the Bids.
- 11. **<u>Bid Tender amount, Taxes and Duties</u>**. The Bidder shall quote separately, the base price, and applicable taxes and duties. The evaluation of the Financial Bids will be based on the total price, i.e., base price + Taxes. The base price shall be firm and final. No escalation whatsoever shall be payable. The applicable taxes and duties shall be paid as per actual.

12. **Defect Liability Period**.

The system supplied will be covered under comprehensive (inclusive of labour an part) on-site warranty of three years for the Desktop computers and one year onsite warranty for Laptops and Printers from the date of installation and commissioning of the system.

13. The successful bidder shall sign an agreement within 10 days of issuance of Work Order by the Commission and also simultaneously furnish a "Performance Bank Guarantee" of 3% (Three percent) of the Contract value in form of Bank Guarantee/Fixed Deposit Reciept in favour of "Secretary, Delhi Electricity Regulatory Commission", to be valid upto a period of 40 months from the date of award. In case, the successful bidder fails to furnish the desired "Performance Bank Guarantee" within stipulated time period, the Commission reserves the right to terminate the Contract.

14. Terms of Supply.

- (a) The successful bidder shall have to supply the items within 30 days from the date of Purchase Order unless the period is extended by mutual agreement.
- (b) The items supplied must be in brand new condition. Old/sub-standard/re-used/ open seal items will be returned and vendor will have to replace such items on his own expanses.
- 15. <u>Liquidated Damages</u>. The **Supply, Installation, Testing & Commissioning of Desktop Computers, Printers and Laptop** mentioned in BOQ shall be completed within the time schedule as indicated herewith. The Contractor shall be liable to pay liquidated damages as compensation for an amount equal to 0.25 % of the contract price of the whole work for every day's delay but not exceeding 10% on the total value of the order.

16. Payment terms

- (a) 100% payment will be made after supply Installation, Testing & Commissioning of Desktop computers, Printers and Laptop.
- (b) The invoice shall be raised in favor of "Secretary, Delhi Electricity Regulatory Commission".
- (c) Payment will be released through RTGS/NEFT/IMPS in the name of Contractor.
- 17. <u>Termination of Contract</u>. The Commission shall have the right to terminate this Contract in part or in full in any of the following cases, if:-
 - (a) The work is delayed for more than 15 days beyond the scheduled date indicated in the Purchase Order, for reasons attributable to the Contractor.
 - (b) The Contractor is declared bankrupt or becomes insolvent.
 - (c) For any other reasons which is in the opinion of Commission warrants cancellation of contract award.
- 18. **Quantity Variation:** Quantities mentioned in the Bid is as per current requirement of the DERC. However, during the six month from the date of award, DERC if required, can order 50% extra Qty. for Desktop computers and Laserjet printer and 100% extra for Laptop and all in printer without any price escalation.
- 19. In case the successful bidder fails to fulfill its obligations upto warrantee period, the Commission would be entitled to forfeit the Performance Bank Guarantee furnished by them.
- 20. **Indemnity Bond.** The successful Bidder shall submit an indemnity bond, indemnifying DERC from the following, on a stamp paper of Rs. 100 duly signed by the authorized signatory within 3 working days from the date of work order, and before commencement of work at site:

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- (a) Any third party claims, civil or criminal complaints /liabilities, site mishaps, fire hazards & other accidents including death of any person/s or dispute and /or damages occurring, or arising out of any mishaps at site due to his/his employee/representative fault or negligence.
- (b) All claims, demands, actions, proceedings, losses, damages, liabilities, cost, charges, expenses or obligations that are occasioned to or may occasion to the Contractor as a result of nonpayment of any statutory dues levied/Taxes e.g. leviable on the Contractor or the Contractor committing breach of any of the rules, regulations, orders, directives, instructions that may be issued by any authority under the Central Government/State Govt. or any statute or law for the time being in force.
- (c) Any damages, loss, death or expenses due to or resulting from any negligence or breach of duty on his/his employee/representative part.
- 21. The quantities shown against the various items are approximate. Any increase or decrease in the quantities shall not form the basis for alteration of the rates quoted and accepted.
- 22. The sealed proposal should be submitted to the following address:-

The Secretary,

Delhi Electricity Regulatory Commission, Viniyamak Bhawan, C-Block, Shivalik, Malviya Nagar, New Delhi-110017. Ph. No.: 011-26673608, 41080417

23. DERC reserves the right to accept or reject any/all proposals without assigning any reason or incurring any liability whatsoever.

(Nalini Dubey)
Personnel Officer

Tender Document

Annexure-3

TECHNICAL BID

(In the letter head of Bidder)

1.	Full name of the Agency	
2.	Complete Address	
3.	Name of Proprietor / Partners / Directors	
4.		Office:
	Contact Number	Residence
5.	Commercial Registration Number (enclose proof)	
6.	PAN Number, (attach copy of PAN Card)	
7.	GST Number (enclose a copy)	
8.	Turn Over of last 3 financial years i.e., FY 2020-21, FY 2019-20 & FY 2018-19 (enclose CA certificates)	
9.	Bank Account Details	

Declaration:

I/We hereby declare the I/We have read & understood all the terms & conditions mentioned in the Tender inviting letter and I/We undertake myself/ourselves to abide by them. I/We further, declare that all the information given above is true.

I further declare that my/our Firm has never been blacklisted / debarred by any department of Central / State Government/ PSU in last 5years.

Enclosures with technical bid:

- a) A Power of Attorney duly notarised by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity.
- b) A document showing OEM status of the Bidder, or their authorized dealer.
- c) A document showing the financial turnover of the Bidder during last 3 years, certified by the CA.
- d) Copies of Desktop, Printer and Laptop supply orders executed by bidders in the last 5 years
- e) Goods and Service Tax (GST) registration letter.
- f) Copy of PAN card of the bidder.

	(Signature of Bidder)
Place :	Name
Date:	
	Designation

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TECHNICAL SPECIFICATIONS

'A' Desktop Computer:

Item	Specification	Compliance of proposed item to specification (Yes/No)
Desktop	Processor: i5	
Computer	Processor Family: 9th Generation	
	Memory: 8 GB DDR4	
	HDD: 1 TB 7200 SATA	
	Ports: 1 HDMI / VGA, 1 Audio-in / out, 1 USB 2.0, 1 USB 3.0, 1 RJ 45	
	Monitor: 20" LED Wide Screen Monitor or higher (same OEM Make)	
	Keyboard: Standard Wired USB Keyboard (same OEM Make)	
	Mouse: Two button scrolling wired USB Optical Mouse (same OEM Make)	
	OS: window 10 professional 64 bit	
	Warranty: Three Year Onsite Warranty	

'B' Laser Jet Printer:

Item	Specifications	Compliance of proposed item to specification (Yes/No)
Color Laser Jet	Product Type: Laser Jet	
Printer	Function: Print	
	Print Speed: 21-30 ppm	
	Duplex Printing: Yes (Automatic)	
	Resolution: Upto 200 * 1200 dpi	
	Processor Speed: 750 MHz	
	Connectivity: Ethernet, Wireless	
	Memory: 128 MB	
	Compatible OS: Win 10, Win 7	
	Warranty: One Year Onsite Warranty	

'C' All in One Printer:

Item	Specifications	Compliance of proposed item to specification (Yes/No)
All in One Printer	Product Type: Office Jet	
	Function: Print, Copy, Scan	
	Print Speed (Black): 11-20 ppm	
	Print Speed (Color): Upto 10 ppm	
	Duplex Printing: Yes (Automatic)	
	Color Scanning: Yes	
	Scanner Type: Flatbed and ADF	
	Connectivity: Ethernet, Wireless	
	Processor Speed: 1200 MHz	
	Memory: 256 MB	
	Compatible OS: Win 10, Win 7	
	Warranty: One Year Onsite Warranty	

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'D' Laptop:

Item	Specifications	Compliance of proposed item to specification (Yes/No)
Laptop	Processor: i5	
	Processor Family: 11th Generation	
	Memory:8GB DDR4	
	HDD1: 256 SSD	
	HDD2: 1TB 5400 rpm SATA	
	Ports: Minimum 02 USB Port, 01 RJ45, 01 Headphone/ Microphone, 01	
	HDMI, 01 AC Power Adapter	
	Screen: 15.6 Inch	
	OS: Windows 10 Professional 64 bit with Recovery CD or Recovery	
	Mechanism	
	Warranty: One Year Onsite Warranty	

(Signature of Bidder)

Name

Designation

Place:

Date:

FINANCIAL BID

(In the letter head of Bidder)

Tender for Supply, Installation, Testing & Commissioning of Desktop Computers and Color Laser Jet Printer

To,

The Secretary, DERC, New Delhi.

Sir,

- 1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
- 2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish applicable Performance Bank Guarantee for obtaining the Purchase Order.
- 3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or has been blacklisted / debarred by any department of Central / State Government/ PSU in last 5years, nor any criminal case registered against them / the firm. I/We further undertake to report to Secretary DERC, New Delhi immediately if any such action is taken in future against the Firm / Proprietor / Partners / Directors.
- 4. <u>Financial Bid</u> For Supply, Installation, Testing & Commissioning of Desktop Computers and Color Laser Jet Printer, our lowest rates are as follows:-

Financial Bid Form: Schedule of work

Sr. No	Description of Items	Qty. /Unit		Rate	Amount
1	Supply of Desktop Computer complete with CPU, Monitor, Keyboard, Mouse & all other associated accessories like cables complete as reqd. Make: HP/ Dell/ Lenovo/ Acer	13	Nos.		
2	Supply of Laser Jet Printer complete with all associated accessories like cables as regd.		Nos.		
3	Supply of All in One Printer complete with all associated accessories like cables as reqd.		Nos.		
4	Supply of Laptop complete with all associated accessories		Nos.		
Tota	al (INR)				
Tax	Taxes:				
Grai	Grand Total (Base price +				
Tax	Taxes & duties) (INR)				

	(Signature of Bidder)
Place :	Name
Date:	
	Designation

Note:

1. The above prices are inclusive of onsite comprehensive warranty of 3 years from the date of Installation and Commissioning of Desktop computers and onsite comprehensive warranty of one year from the date of Installation and Commissioning of Printers and Laptop.

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DELHI ELECTRICITY REGULATORY COMMISSION	Tender Document

BANK GUARANTEE FOR PERFORMANCE SECURITY		
(To be stamped in accordance with Stamp Act)		
Ref Bank Guarantee No		
Date		
То		
Delhi Electricity Regulatory Commission		
Viniyamak Bhavan,		
C Block, Shivalik,		
Malviya Nagar		
New Delhi – 110017		
Dear Sir,		
In consideration of the DERC (hereinafter referred to as the 'Commission', which expression shall		
unless repugnant to the context or meaning thereof include its successors, administrators and		
assigns) having awarded to M/s $__$ (Firm Name) with its Registered/Head		
Office at (hereinafter referred to as the Firm, which expression		
shall unless repugnant to the context or meaning thereof, include its successors, administrators,		
executors and assigns), a Contract, by issue of Commission's Letter of Award		
No dated and the same having been		
unequivocally accepted by the Firm, resulting into a Contract valued at Rs for		
(Scope of Contract)and the firm having agreed to provide a		
Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to		
10% (ten percent) of the said value of the Contract to the Commission.		
We (Name & Address of the Bank), having its Head Office at		
(hereinafter 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 Commission, on demand any and all monies		
payable by the Firm to the extent ofas aforesaid at any		
time upto@_(days/month/year) without any demur, reservation, contest,		
recourse or protest and/or without any reference to the Firm. Any such demand made by the		
Commission on the Bank shall be conclusive and binding notwithstanding any difference between the		
Commission and the Firm or any dispute pending before any Court, Tribunal, Arbitrator or any other		
authority. The Bank undertakes not to revoke this guarantee during its currency without previous		

consent of the Commission and further agrees that the guarantee herein contained shall continue to

be enforceable till the Commission discharges this guarantee.

The Commission 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 Firm. The Commission 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 Consultant, 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 Commission and the Consultant or any other course or remedy or security available to the Commission. The Bank shall not be relived of its obligations under these presents by any exercise by the Commission of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Commission or any other indulgence shown by the Commission 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 Commission 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 Consultant and notwithstanding any security or other guarantee that the Commission may have in relation to the Firm's liabilities.

Notwithstanding anything contained h	ereinabove our liability under this guarantee is restricted to
and it shall re	main in force upto and including*
and shall be extended from time to tim	e for such period (not exceeding one year), as may be desired
by M/s (F	irm Name) on whose behalf this guarantee has been given.
In witness whereof the Bank, through	n its authorized Officer, has set its hand and stamp on this
day of 201	at
	Witness:
	(Signature) (Signature)
	(Name) (Name)
	(Official address) (Designation with Bank stamp)
	(Attorney as per Power of Attorney
	No
	Dated)

NOTE: 1. * This sum shall be ten percent (03%) of the Contract Price.

@ The date will be 3 (three) months beyond the completion date of the assignment.

2 The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the Party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of India from where BG is issued or NCT of Delhi, whichever is higher.